



NEXTAFF™
FRANCHISE DISCLOSURE DOCUMENT

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FRANCHISE DISCLOSURE DOCUMENT

NEXTAFF GROUP, LLC dba NEXTAFF
A Kentucky Limited Liability Company
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As a franchisee, you will operate a business which provides temporary staffing services including the identification, evaluation and acquisition of quality talent (the “NEXTAFF Office”).

The total investment necessary to begin operation of a new NEXTAFF Office is from \$118,900 to \$156,000, which includes \$48,050 that must be paid to us; or, \$32,050 to be paid to us if you are an employee of a NEXTAFF Office for a minimum of 24 months immediately before signing a Franchise Agreement; or \$40,500 to be paid to us if you are a veteran of the United States Armed Forces.

The total investment necessary to begin operation of a conversion NEXTAFF Office is from \$1 - \$40,000 which includes \$1 that must be paid to the franchisor.

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 fourteen (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 to you. To discuss the availability of disclosures in different formats, contact Cary Daniel at 11101 Switzer Road, Suite 110 Overland Park, KS 66210 or 913-562-5614.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract in this disclosure document to an advisor, such as a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. For 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 (the “FTC”). 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.

FTC Issuance Date: April 14, 2021

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A 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 Nextaff 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 Nextaff Franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this franchise disclosure document, “We”, “Us”, or “NEXTAFF” means Nextaff Group, LLC, the franchisor. “You” means the person that buys the franchise. If you are a corporation or a limited liability company, certain provisions of this franchise disclosure document also apply to your owners and are noted.

NEXTAFF is a Kentucky limited liability company, originally organized under the name Malone Nextaff LLC on July 5, 2016, which changed to Nextaff Group, LLC on November 4, 2019. Our principal business address is 11101 Switzer Road, Suite 110 Overland Park, KS 66210. We do operate a business of the type being franchised. Other than the offer of franchises to operate NEXTAFF Offices, as defined below, we have never offered and do not currently offer franchises in any other lines of business and we do not engage in any other business activities.

Parents, Predecessors and Affiliates

We do not have a parent company.

Our predecessor was Nextaff, LLC. On July 31, 2016, Nextaff Group, LLC purchased certain assets, including all the franchise contracts and the NEXTAFF trade names, from Nextaff, LLC. Nextaff, LLC operated as the franchisor from 2002 through 2016.

Agents for Service of Process

Our agents for service of process in certain states are listed in Exhibit C.

Description of the Franchise

NEXTAFF offers franchises for the operation of a NEXTAFF Office, which may be either a conversion of an existing staffing agency or a new unit. To qualify for a Conversion Office, you must be operating an existing independent staffing business for at least one year and have earned Gross Revenue of at least \$250,000 (See Item 6 for definition of “Gross Revenue”).

The franchise offered is for the right to operate a NEXTAFF Office that provides temporary staffing services such temporary, temp-to-hire and direct hire (the “Services”). Each NEXTAFF Office recruits (non-internal temporary) individuals (the “Field Employees”) to fulfill the Services directly to clients of each NEXTAFF Office. When we use the “Client” we mean customers of the Franchised Business that retain, hire and/or enter into an agreement with you for services and shall further include all affiliate companies of client and its successors and assigns (the “Client”).

The “System” includes distinctive signage, interior and exterior design and decor, uniform standards, specifications and procedures for operation of the Office and uniformity of services, and management and financial procedures, initial and ongoing training and assistance, all of which may be changed and further developed, in our discretion. (See Items 7, 11, 13 and 14).

You will be granted the right, within your Area of Primary Responsibility, to own and operate a NEXTAFF Office offering the Services and utilizing our System and certain proprietary trademarks,

domain names, service marks and other commercial symbols, including without limitation NEXTAFF™ (collectively, the “Licensed Marks”). NEXTAFF grants you the use of the Licensed Marks and its business methods to promote identification of the Services and use of the programs developed by NEXTAFF. Your main business objective is to find and secure prospective clients and potential Field Employees.

For the Services, we, or a service provider of our sole choice, will employ the Field Employee and provide payroll services and support functions for the Field Employees of your NEXTAFF Office. We will require that you perform day-to-day tasks with respect to hiring and management of Field Employees. You will bill clients directly for the services provided by Field Employees of your NEXTAFF Office. We, or a service provider of our sole choice, will then collect all amounts due from clients, reimburse ourselves for Direct Payroll Costs that we incur, retain our Royalty Fee, fund the Collateral Reserve and Marketing Fund, pay any non-compliance weekly finance charge due, as each of those items are further described below in Item 6. We will then transfer the remaining balance to you. As further described below in Item 6, we require that you guarantee the collection of all account’s receivables generated by your Office and we establish and fund the Collateral Reserve to secure your obligation to guarantee those accounts receivable.

In addition to the Franchise Agreement, as part of our financing arrangements with our lenders, you may be required to sign a Security Agreement which is attached as Exhibit I.

Competition

The market for the Services is highly competitive and your competition could include other national brands and local brands with one or multiple locations in your area. Sales are not typically seasonal.

Industry Regulations

Many states have implemented state laws and regulations governing the staffing industry. You must review with your legal counsel the state laws and regulations that affect the operation of your NEXTAFF Office and which may regulate the staffing industry in your state. You must operate your NEXTAFF Office in compliance with state laws and regulations. You are responsible for compliance with all state laws and regulations.

In addition to the laws mentioned above, certain laws govern businesses generally, such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Federal Wage and Hour Law, and the Occupation, Health and Safety Act and other similar laws that regulate the relationships between employers and employees.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer: Cary T. Daniel

Mr. Daniel has been CEO of Nextaff Group, LLC since January 2020. From January 2019 to January 2020, he was President for Nextaff Group, LLC. From August 2016 to December 2018, he was Director for Nextaff Group, LLC. From January 2004 to August 2016, he was Chief Executive Officer of Nextaff, LLC.

Chief Operating Officer: James Windmiller

Mr. Windmiller has been the Chief Operating Officer of Nextaff Group, LLC since January 2020. From January 2019 to January 2020, he was Vice President of Franchise Operations for Nextaff Group, LLC.

From August 2016 to December 2018, he was Director of Operations for Nextaff Group, LLC. From January 2004 to August 2016, he was Chief Operating Officer and Co-Founder of Nextaff LLC.

Vice President of Field Operations: Jeff Huston

Mr. Huston has been Vice President of Field Operations since September 2020. From February 2019 to September 2020, he was Regional Vice President for a multi-unit staffing franchise. From February 2011 to February 2019, he was a Franchise Consultant in the staffing industry.

Franchise Support Manager: Nicole Scott

Mrs. Scott has been the Franchise Support Manager for Nextaff Group, LLC since April 2019 in Overland Park, KS. From July 2017 to April 2019, she was the Franchise Support Specialist for Nextaff Group, LLC in Overland Park, KS. From February 2017 to July 2017, she was the Office Administrator for Nextaff Group, LLC in Overland Park, KS. From November 2016 to February 2017, she was the Customer Logistics Clerk for Ryder Logistics (contract) in Grandview, MO. From February 2016 to August 2016, she was a Government Recruiter/Technical Recruiter for GDH Consulting in Overland Park, KS.

Human Resource Manager – April Wood

Mrs. Wood has been the Human Resources Manager of Nextaff Group LLC since January 2021. From February 2020 through December 2020, she was the Franchise Support Coordinator for Nextaff Group LLC. April 2018 through January 2020 Wood was the Human Resources Assistant for Hillyard Industries. From February 2015 to April 2018, Wood was the Receptionist for the Buchanan County Prosecuting Attorney's Office.

Accounting Manager – Will Robertson

Mr. Robertson has been the Accounting Manager of Nextaff Group, LLC since January 2021. From January 2017 to January 2021, he was the Senior Accountant for Central States Thermo King. From September 2014 to January 2017, he was the Accounting Specialist for Nextaff, LLC.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Our standard initial franchise fee for each new NEXTAFF Office is \$40,000 and our standard initial franchise fee for a Conversion Office is \$1.00. Certain franchisees will pay a lower initial franchise fee based on the following: (i) if a franchisee has been an employee of a NEXTAFF Office for a minimum of 24 months immediately before signing a Franchise Agreement, the initial franchise fee is \$20,000; (ii) if a franchisee is a veteran of the United States Armed Forces, the initial franchise fee \$32,000; and (iii) if a franchisee is purchasing more than one NEXTAFF Office or has more than one Area of Responsibility, we may reduce the initial franchise fee for each additional location or territory.

You must pay a Launch Fee in the amount of \$8,050 at the time you sign the Franchise Agreement. The following items are included in the Launch Fee: (i) 12 weeks of direct mailer materials and appointment setting calls to 120 prospects; (ii) the internal Nextaff sign; (iii) Nextaff promotional giveaways; and (iv) your initial press release.

The initial franchise fee is paid at the time the Franchise Agreement is signed and is fully earned when paid. We charge a uniform initial franchise fee, which is not refundable under any circumstances.

ITEM 6

OTHER FEES

TYPE OF FEE (See Note 1 below)	AMOUNT	DUE DATE	REMARKS
Royalty Fee	Percentage of Gross Wages, Buyout Payments, and Direct Hire Payments determined based on Gross Wages of your Office during the preceding calendar year: \$0 to \$1M - 8.00% \$1m to \$2m - 7.75% \$2m to \$3m - 7.50% \$3m to \$4m - 7.25% \$4m to \$5m - 7.00% \$5m to \$6m - 6.75% \$6m to \$7m - 6.50% \$7m to \$8m - 6.25%	Royalty Fee is waived for the first six months from the date of the Franchise Agreement. Beginning on the first Friday of the seventh month, the Royalty Fee will be retained by us weekly on each Friday based on collections from your clients.	“Gross Wages” equals all money and other consideration paid to your Field Employees. “Buyout Payments” means any monies paid to us or you by a client for hiring Field Employees prior to fulfilling the standard temporary to hire term. “Direct Hire Payments” means any monies paid to us or you by a client for hiring Field Employees full-time immediately. (See Notes 1&2)

TYPE OF FEE (See Note 1 below)	AMOUNT	DUE DATE	REMARKS
	> \$8m - 6.00%		
Marketing Fund	The greater of \$100 per week or .75% of Gross Wages.	Marketing Fund is waived for the first six months from the date of your Franchise Agreement. Retained by us weekly on each Friday for the previous week's Gross Wages, based on collections.	You must contribute the greater of \$100 per week or .75% of Gross Wages to the Marketing Fund upon commencement of the operation of your NEXTAFF Office. We may increase the amount you must contribute to the Marketing Fund upon written notice to you in an amount not to exceed the greater of \$100 per week or 1% of Gross Wages.
Guaranty and Collateral Reserve	Under the terms of the Franchise Agreement, you guarantee collection of accounts receivable generated from your Office. In order to secure this Guaranty, we may deduct a portion of the amounts that we collect from these accounts receivable and hold those funds as collateral security for your payment and performance of the guaranty.	Guaranty and Collateral Reserve is waived for the first six months from the date of your Franchise Agreement. Retained by us each Friday in addition to Royalty Fee.	The Collateral Reserve is our asset but we maintain a separate ledger with the balance for the Collateral Reserve attributable to each of our franchisees. Currently the maximum amount of Collateral Reserve Deduction is set at one-half percent (0.5%) of Gross Wages and is collected by us until the Collateral Reserve Balance of each franchisee is equal to or greater than \$10,000. Once a franchisee's Collateral Reserve Balance equals or exceeds \$10,000, the Collateral Reserve Deduction shall be reduced to zero. We have the right to increase the minimum required Collateral Reserve Balance for each franchisee up to a maximum amount of \$25,000. (See Note 3 below)

TYPE OF FEE (See Note 1 below)	AMOUNT	DUE DATE	REMARKS
Non-Compliance Processing Surcharge	10% of client payment	According to terms assessed by us.	You must forward any client payments that you receive to us and if you fail to do so, we have the right to assess a 10% surcharge on any payment which you fail to forward directly to us. Failure to comply may also cause a default under your Franchise Agreement.
Non-Compliance Weekly Finance Charge	For client accounts over 60 days old, NEXTAFF will charge you a non-compliance weekly finance charge of .192% per week on the amount of the account over 60 days old, until collected, written off or charged back.	Retained by us each Friday (if necessary) in addition to Services Royalty.	Section 8.G. of Franchise Agreement
Technology Fees	Avionte' - \$132.50 per month, per user. EMSI - \$250 per month, per office.	The per user monthly amounts will be billed to you the first week of each month. Fees are remitted to the software service providers by Nextaff on your behalf.	We collect fees from you for your use of the following staffing software. We reserve the right to change or add technology.
Online Recruiting Software or Job Board User Fees	As of the date of this disclosure document, \$0 is required. We reserve the right to charge based on user fee requirements by the vendor.	Payable directly to the vendor(s)	(See Note 4 below)
Appointment Provider	All costs associated with your use of appointment setting service provider hired by Nextaff	As incurred	If your NEXTAFF Office is not meeting our standards and if you do not have a salesperson or dedicated appointment setting vendor in place, we may require you to use one of our appointment setting service provider and you must pay the costs associated with

TYPE OF FEE (See Note 1 below)	AMOUNT	DUE DATE	REMARKS
			your use of such service provider.
Transfer Fee	\$10,000	Before transfer or assignment.	Payable when you request approval of a transfer and assignment of your franchise. (See Note 5 below)
Audit	Cost of audit.	15 days after billing.	Payable only if we require an audit. If we believe gross revenue is being misrepresented, we have the right to perform an audit.
Insurance	Cost of insurance.	Payable before opening.	You must acquire certain levels of insurance as required by the Franchise Agreement. If you fail to maintain these levels, we may obtain insurance coverage on your behalf and bill you for the cost of related premiums.

Note 1. All fees, other than local advertising and insurance, are payable to and imposed and collected by us and may be withheld from the balance due to you. These fees are imposed uniformly to both conversion franchisees and new franchisees. All fees are non-refundable.

Note 2. NEXTAFF charges a Royalty Fee based on Gross Wages instead of Gross Revenue because it is easier for a franchisee to determine their cost of goods sold. As part of the Payroll Services Program (described more fully in Item 8), NEXTAFF receives payments directly from clients and reimburses itself for Field Employees' wages and any other Direct Payroll Costs (as defined below) and retains the Royalty Fee, your contribution to the Collateral Reserve and Marketing Fund, any non-compliance weekly finance charge and any costs incurred by us for pre-employment assessment profiles for Field Employees of your Office.

The amount of the percentage for the Royalty Fee is adjusted January 1st of each calendar year based on your prior year's Gross Wages. Once a lower Royalty Fee percentage is achieved it will not be increased in the future.

Current franchisees or licensees have entered into agreements with us that require them to pay fees that are different than the percentages set forth above for the Royalty Fee. These fees range from 3% - 6% of their Gross Revenue. Except for these franchisees, all royalties and fees are uniformly imposed on all franchisees.

Upon each renewal, Franchisee shall become eligible for a reduced royalty fee according to the following adjustments to the Royalty Fee Percentage Table:

PEAK 12 MONTH GROSS WAGES	1ST RENEWAL ROYALTY FEE	2ND RENEWAL ROYALTY FEE	3RD RENEWAL ROYALTY FEE	4TH RENEWAL ROYALTY FEE
\$0 to \$1m -	7.75%	7.50%	7.25%	7.00%
\$1m to \$2m -	7.50%	7.25%	7.00%	6.75%
\$2m to \$3m -	7.25%	7.00%	6.75%	6.50%
\$3m to \$4m -	7.00%	6.75%	6.50%	6.25%
\$4m to \$5m -	6.75%	6.50%	6.25%	6.00%
\$5m to \$6m -	6.50%	6.25%	6.00%	5.75%
\$6m to \$7m -	6.25%	6.00%	5.75%	5.50%
\$7m to \$8m -	6.00%	5.75%	5.50%	5.25%
more than \$8m -	5.75%	5.50%	5.25%	5.00%

Direct Payroll Costs are costs related to the employment of Field Employees and include, but may not be limited to, the wages earned by Field Employees based upon the work hours reported, plus all credits and taxes due, the employer's share of federal social security taxes, federal and state unemployment tax contributions, worker's compensation insurance premiums, disability insurance premiums, taxes on health and welfare payments, premiums on comprehensive liability for Field Employees, fidelity bonding insurance, errors and omissions insurance, and professional liability insurance premiums, administrative fees for processing of Field Employees payroll services and any other bank fees, payroll taxes, sales tax and insurance premiums (including premiums, costs and penalties under the Affordable Care Act) related to Field Employees.

Note 3. The Collateral Reserve is an asset of NEXTAFF but is tracked and maintained, on a franchisee-by-franchisee basis, so that the amount withheld from each franchisee's accounts receivable may be used to:

- (i) offset uncollected amounts or deductibles of at least \$2,500 per occurrence from clients of that franchisee on a franchisee-by-franchisee basis;
- (ii) cover costs incurred from the Modified Duty Worker's Compensation Program;
- (ii) fund any insurance deductible charges the franchisee may incur; and
- (iv) cover any deductibles related to EPLI and Errors & Omissions policies.

Any balance remaining in the Collateral Reserve less any uncollected amounts from accounts receivable generated by your NEXTAFF Office will be paid to you without interest within 90 days after the termination of the Franchise Agreement.

You must collect unpaid accounts receivable. NEXTAFF may, but is not obligated to, assist you in collecting unpaid accounts receivable. Any uncollectible accounts will be charged against your Collateral Reserve. In the event your Collateral Reserve is insufficient, we may, but are not obligated to, loan you the amount of the uncollectible accounts outstanding. Each loan to you shall bear interest from the date of issuance at the lesser of the prime rate plus 5% compounded annually or the highest rate permitted by applicable law. In addition, we may set-off any amount you owe to us against any amount we owe to you.

The Collateral Reserve is not for day-to-day expenditures – nor is it for small occurrences. The Collateral Reserve can only be used for items that are a minimum of \$2500.

Note 4. We renegotiate our rates with these third-party service providers annually. The service providers may change and rates may decrease, increase or remain the same. In certain instances, the rates may increase or stay the same, but with an increase in the products and/or services supplied by the third-party service providers to the Offices.

Note 5. A change of location, transfer or an opening of a new location must be approved by NEXTAFF in writing. Approval will not be reasonably withheld.

ITEM 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

New Office

Leased Location

TYPE OF EXPENDITURE	AMOUNT - LOW	AMOUNT - HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	\$40,000	\$40,000	Lump Sum.	Upon Execution of Franchise Agreement.	NEXTAFF
Lease of Office & Related Deposit (Note 2)	\$1,500	\$3,000	Dependent upon terms of lease	Dependent upon terms of lease	Landlord
Leasehold Improvements / Construction / Remodeling (Note 3)	\$1,000	\$5,000	As Agreed Upon.	Dependent upon terms of lease	Landlord
Signage (Note 4)	\$500	\$4,500	As Agreed Upon.	Upon Execution of the Franchise Agreement and Before Opening.	Various Vendors
Furnishings, Fixtures and Equipment (Note 5)	\$5,000	\$7,500	As Agreed Upon	Before Opening	Various Vendors
Computer System	\$2,700	\$3,800	As Incurred.	As Incurred.	Various Vendors

TYPE OF EXPENDITURE	AMOUNT - LOW	AMOUNT - HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
(Note 6)					
Utility Deposits and Fees	\$0	\$250	Lump Sum	Before Opening	Utilities
Business Licenses	\$150	\$400	Lump Sum	Before Opening	Governmental Body
Insurance (Note 7)	\$1,000	\$1,500	Lump Sum	As Incurred	Vendor
Launch Fee (Note 8)	\$8,050	\$8,050	As Incurred.	Upon Execution of Franchise Agreement.	NEXTAFF
Miscellaneous Expenses: Including Travel and living expenses during training (Note 9)	\$2,654	\$2,925	As Incurred.	As Incurred	Various third parties
Additional funds (initial six months of operations) (Note 10)	\$56,346	\$79,075	As Incurred.	As Incurred	Various third parties
Total	\$118,900	\$156,000			
Employee	\$98,900	\$136,000			
Veteran	\$110,900	\$148,000			

Note 1. We describe the initial franchise fee, and when the fee is payable, in Item 5. For a new office, the initial franchise fee is \$40,000. If you are a veteran of the United States Armed Forces, the initial franchise is 32,000. If you are an employee of a NEXTAFF Office immediately before signing a Franchise Agreement, for a minimum of 24 months, the initial franchise fee \$20,000.

Note 2. You must lease, buy or construct a building for an Office. If you buy or build an Office, the costs will vary depending on the size, condition and location of the premises, the price difference between various vendors and contractors, the price of the land, construction and labor costs, the price of materials, and shipping distance from vendors. All construction materials and fixtures must be in compliance with plans and specifications of NEXTAFF. In addition, local zoning ordinances and regulations may require alterations to the typical plans and specifications, which will affect the cost of construction. These costs are normally paid to third parties before the opening of the Office, or in installments over a period of time, depending on the type of financing arrangement you are able to obtain. NEXTAFF has based this estimate on leasing the location and estimates that you will need to lease premises of approximately 800 square feet to 1,500 square feet for an Office.

Note 3. The range of estimated initial investment represents the estimated cost of leasehold improvements for a leased location in line. These costs may be reduced if you are able to have the

owner/landlord of the premises incur the costs for all or a percentage of the leasehold improvements. Changes in the economy, local prices of labor and materials, negotiation with and selection of appropriate consultants and contractors with appropriate contracts, your timely preparation of appropriate plans and specifications, the quality of supervision and management and inflation will all contribute to your costs for leasehold improvements, construction and remodeling. Additional factors that may significantly affect these costs include, without limitation, (1) the condition of the existing structure; (2) the configuration of the premises; and (3) the geographic location of the Office. All leasehold improvements, construction and remodeling must be in compliance with plans and specifications of NEXTAFF. In addition, local zoning ordinances and regulations may require alterations to the typical plans and specifications, which could affect costs.

Note 4. The cost of purchasing signs will also depend on if you have a retail or office location. You must purchase your internal sign from us. The cost of the internal sign is included in your Launch Fee (Note 8). You may purchase exterior approved signs from our preferred vendors. Payment for these items will typically be made before the opening of the Office or in installments over a period of time depending on the type of financing arrangement you are able to obtain.

Note 5. The furnishings and fixtures should be in compliance with the specifications and suggestions of NEXTAFF. Payment for these items will typically be made before the opening of the Office.

Note 6. Computer System will include computers, copier, facsimile machine and printer. Payment for these items will typically be made before the opening of the Office or in installments over a period of time depending on the type of financing arrangement you are able to obtain.

Note 7. You must maintain certain minimum levels of property and liability insurance as specified in the Franchise Agreement. Insurance costs are based on the annual insurance premium.

Note 8. NEXTAFF has developed a Launch Fee to simplify some of the upfront expenses. The following items are included in the Launch Fee: a) 12 weeks of direct mailer materials and costs to 120 prospects; b) the internal Nextaff sign; c) Nextaff promotional and marketing materials; and d) your initial press release. Nextaff has a specific marketing plan for opening an office that NEXTAFF will coordinate and implement. This amount also includes your first 12 weeks of appointment setting calls by our internal sales support staff.

Note 9. Miscellaneous costs and expenses including travel, employee training costs and other normal and customary operational expenses are typically paid to third parties as incurred. These expenses are estimates and we cannot guarantee that you will not have additional expenses starting the Office. Your costs may vary depending on, among other things, your management skill, your sales experience and abilities and local economic conditions.

Note 10. This includes estimated additional funds for the first 6 months of operation for operating expenses such as rent, staff salaries, utilities, recruiting expenses, marketing expenses. We have based our estimates of initial investments on the operations of the staffing offices formerly operated by Mr. Daniel and Mr. Windmiller and information provided from recently opened offices. You should review these figures carefully with a business advisor before deciding to acquire the franchise. This is only an estimate and you might need additional working capital during the first 6 months of operation and for a longer period than that. We cannot guarantee when or if your office will break even. Your costs will depend on how much you follow our methods and procedures, your management and sales skills, and your office's sales activities during the initial period. Your costs may be higher in certain demographic areas where employment costs and standard of living costs are substantially above the national average. We do not guarantee financing directly or indirectly for any part of the initial investment. The availability in terms

of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

Conversion Office

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	\$1 to \$1	Lump Sum.	Upon Execution of Franchise Agreement.	NEXTAFF
Lease of Office & Related Deposit (Note 2)	\$0 to \$5,000	Dependent upon terms of lease	Dependent upon terms of lease	Landlord
Leasehold Improvements / Construction / Remodeling (Note 3)	\$0 to \$2,500	As Agreed Upon.	Before Opening.	Landlord
Signage (Note 4)	\$0 to \$5,000	As Agreed Upon.	Before Opening.	Various Vendors
Furnishings, Fixtures and Equipment (Note 5)	\$0 to \$2,500	As Agreed Upon	Before Opening	Various Vendors
Computer System (Note 5)	\$0 to \$2,500	As Incurred.	As Incurred.	Various Vendors
Software	\$0 to \$999	As Incurred.	As Incurred.	Various Vendors
Software Conversion	\$0 to \$7,500	As Incurred.	As Incurred.	Various Vendors
Utility Deposits and Fees	\$0 to \$500	Lump Sum	Before Opening	Utilities
Business Licenses	\$0 to \$500	Lump Sum	Before Opening	Governmental Body
Insurance (Note 6)	\$0 to \$2,500	Lump Sum	As Incurred	Vendor
Miscellaneous Expenses: Including Travel and living expenses during training (Note 7)	\$0 to \$2,500	As Incurred.	As Incurred	Various third parties
Other operating funds (initial three months of operations) (Note 8)	\$0 to \$8,000	As Incurred.	As Incurred	Various third parties
Total	\$1 to \$40,000			

Note 1. Our initial franchise fee for a Conversion Office is \$1.00.

Note 2. As a conversion franchisee we assume that you are currently in business providing some, if not all, of the Services (as defined in Item 1) and that you will incur minimal, if any, additional expenses for purchase or lease of the NEXTAFF Office.

Note 3. The range of estimated initial investment represents the estimated cost of leasehold improvements for a leased location in line. Remodeling, construction and leasehold improvements will range from \$0 to \$2,500. These costs may be reduced if you are able to have the owner/landlord of the premises incur the costs for all or a percentage of the leasehold improvements. Changes in the economy, local prices of labor and materials, negotiation with and selection of appropriate consultants and contractors with appropriate contracts, your timely preparation of appropriate plans and specifications, the quality of supervision and management and inflation will all contribute to your costs for leasehold improvements, construction and remodeling. Additional factors that may significantly affect these costs include, without limitation, (1) the condition of the existing structure; (2) the configuration of the premises; and (3) the geographic location of the Office. All leasehold improvements, construction and remodeling must be in compliance with plans and specifications of NEXTAFF. In addition, local zoning ordinances and regulations may require alterations to the typical plans and specifications, which could affect costs.

Note 4. The cost of purchasing signs may vary as a result of price differences between vendors and shipping distances from vendors. You may purchase or lease approved signs from our preferred vendors. Payment for these items will typically be made before the opening of the Office or in installments over a period of time depending on the type of financing arrangement you are able to obtain.

Note 5. As a conversion franchisee we assume that you are currently in business providing some, if not all, of the Services (as defined in Item 1) and that you will already have some of the equipment, furniture and fixtures necessary to operate your NEXTAFF Office. The low estimate assumes that your existing equipment, furniture and fixtures meet the current standards and will require minimum improvement, repair or replacement. The high estimate assumes you may have some of these items but will need to purchase or lease a significant number of items to meet NEXTAFF's standards. Equipment will include computers, phones, copier, facsimile machine and printer.

Note 6. You must maintain certain minimum levels of property and liability insurance as specified in the Franchise Agreement. Insurance costs are based on financing the annual insurance premium, and only reflect the first three months of payments.

Note 7. Miscellaneous costs and expenses, including vehicle lease/purchase, sales tax and license/title costs, licensing, local permits, employee compensation, employee training costs and other normal and customary operational expenses are typically paid to third parties as incurred. As a conversion franchisee we assume that you are currently in business providing the Services (as defined in Item 1) and already have the licensing, local permits and most, if not all, of the employee compensation in place.

Note 8. As a conversion franchisee we assume that you are currently in business providing some, if not all, of the Services (as defined in Item 1). There should be minimal, if any, additional costs to you for the first three months of operation of a NEXTAFF Office. The additional costs, if any, will vary depending upon the size of your NEXTAFF Office, number of employees, location, your insurance requirements, purchase/lease of a vehicle, including sales tax and licensing costs, and other factors relating specifically to your NEXTAFF Office. NEXTAFF cannot guarantee this amount will be sufficient.

We have based our estimates of initial investments on the operations of the Kansas City and Denver staffing offices formerly operated by Mr. Daniel and Mr. Windmiller and from feedback from newly opened offices.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In the paragraphs below, when we refer to a "vendor", we mean any supplier that you must use or that we recommend you use, and payment for products and services is made by you directly to the vendor; when we refer to a "service provider", we mean any supplier that we engage on your behalf to provide services and products to you and for which you pay us for the cost of those services.

Payroll Services Program

In order to reduce your overall payroll costs and maintain the quality and uniformity of the System, you must process your payroll through us and/or through our designated payroll service provider.

Each week you must enter your payroll data on our web-based software. Once your payroll data has been submitted, we process that payroll by providing you with the following services:

- processing and payment of all direct deposit payroll checks;
- processing and payment of all local, state and federal employment and income taxes;
- processing and payment of both state and federal unemployment insurance;
- processing and payment of worker's compensation insurance; and
- processing and payment of other various insurances, garnishments and deductions.

We make an initial determination of your workers' compensation rates based upon loss costs by class code published by the Scopes Manual and Classification Guidelines published by the National Council on Compensation Insurance. There is no guarantee that our initial determination on class codes and costs will be the same as the carrier's final determination at the final audit period. While we will provide our best effort to accurately determine codes – the ultimate decision is made by the carrier auditor or adjustor. In the event, the carrier changes a class code or cost – the cost will be your responsibility. Your worker's compensation claims are tracked along with all other franchisees and you may be required to pay a portion of the workers' compensation claims and employment practices liability claims paid by us for your Field Employees. The deductible for worker's compensation has ranged from \$1000 to \$5,000. The deductible for employment practices liability insurance has ranged from \$25,000 to \$50,000. The deductibles are your responsibility. We may adjust your rates based on your claim frequency and claim amounts on an annual basis. You must participate in our Risk Management Program and Return to Work Program, both of which are intended to reduce the amount of worker's compensation costs. If you fail to participate, we may charge you any direct costs associated with that non-compliance which could include but is not limited to modified duty wages. You must report all work-related accidents or illness to us within 24 hours after they occur. If you fail to do so, we may charge you 1.5 times the amount that would otherwise be your maximum share of expenses related to any claims.

We make an initial determination of your unemployment rates based upon the greater of (a) the "new employer rate" or the "initial rate" set by each state or (b) our current rate. Your unemployment claims are tracked along with all other franchisees. We may adjust your rates based on your claim frequency and claim amounts on an annual basis. You must participate in our Unemployment Programs, which are intended to reduce the amount of unemployment claims by Field Employees. You must assist on all unemployment hearing and cases.

We fund all the Direct Payroll Costs which typically average in a range from 65% to 80% of your Gross Revenue. You are responsible for sending invoices to each client. Payments for those invoices must be sent directly to us. Once we collect payments on these invoices, we will reimburse ourselves for the Direct Payroll Costs initially funded by us and we will retain any of the fees and charges payable to us which are set forth in Item 6. On each Friday, we will then pay you the balance for collections from the previous Wednesday through Tuesday.

Our involvement in the payroll process and/or the use of a designated service provider should allow you to focus on developing new clients and recruiting additional candidates.

NEXTAFF Office

Except as described below, you are not obligated to purchase or lease from us or from any designated sources any items used in the establishment or operation of the Office. We will provide a list of our required standards and specifications for the operation of your NEXTAFF Office, as contained in the Operations Manual or otherwise in writing, in order to protect and maintain the quality and uniformity of the System. You must strictly comply with our standards and specifications.

You must use only approved vendors designated by us, in our sole discretion, for direct mail marketing and to acquire or license for the software used to prepare and process your payroll for your Field Employees:

- Dropbox and Microsoft OneDrive are currently the only approved vendor of data storage.

We do not currently receive any compensation for purchases from these approved vendors, but we reserve the right to do so in the future.

In addition, to the vendors described above, we require that you purchase the following items from us and we will contract with a service provider to provide these services to you:

- Applicant Tracking and Payroll Software;
- EMSI Software;
- Indoor NEXTAFF signage; and
- Certain promotional material

We specify our currently approved vendors in our Operations Manual.

You must hire and continue to employ on a full-time dedicated salesperson or appointment setting vendor. If you do not have such a salesperson or dedicated appointment setting vendor in place, we may require you to use one of our appointment setting service providers and you must pay us the costs associated with your use of such service providers.

If you want to buy or lease any item or service that we have not yet evaluated or approved or want to buy or lease from the supplier that we have not yet approved or designated, you must first send us, in writing, sufficient information, specifications, and samples so that we can determine whether that item or service complies with our standards and specification and/or whether the supplier meets our approved supplier criteria. We may charge you or the supplier a reasonable fee for the valuation and decide within a reasonable time (generally no more than 30 days) whether or not we approve or disapprove the item or service. We periodically will establish procedures for your request and may limit the number of approved items, services or suppliers, as we determine in our sole discretion.

Supplier approval might depend on product quality, delivery frequency and reliability or on service standards or financial capability or customer relation or concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us or our affiliate for the right to do business with our system. We may inspect a proposed supplier's facilities during or after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, or for a new product or service.

We do negotiate discounted pricing from these vendors for the benefit of our franchisees. We do not receive any benefit for the negotiated discount pricing. Other than these discounts, you will not receive any material benefits from either the vendor or from us resulting from your use of these approved vendors.

We do not issue or make available our criteria for vendors to you or any other franchisee. For all other vendors, we furnish the names of preferred vendors for certain items, but you are not required to use these vendors and we receive no compensation for these purchases.

You are restricted to selling and offering only the Services that we have specifically approved in writing. We have and may continue to develop new Services for the System that are proprietary to the

System and which may be identified by the Licensed Marks. To maintain the uniformity of the Services within the System, it is mutually beneficial for us to control the development and roll out of these Services. Therefore, if such services become a part of the System, you must use our proprietary Services and/or an approved vendor we designate.

You must provide signage at your NEXTAFF Office identifying you as an independent contractor and a franchisee of the System. You must place this identification in the manner and form we require in writing periodically, on all contracts, forms, business cards, timesheets, letterhead, invoices, advertisements, marketing materials and other information disseminated to the public in a manner and form as we may require. We have a preferred vendor for the purchase of these items, but you are not required to use this vendor.

The cost of all purchases from our approved vendors is approximately five percent (5%) of all purchases by you in establishing your NEXTAFF Office and five percent (5%) of all purchases by you in operating your NEXTAFF Office.

Your NEXTAFF Office must be decorated in a manner and style in compliance with our specifications and requirements and in a manner and style that conveys good taste and professionalism. You must use in the operation of your NEXTAFF Office only those types of furniture, office materials, fixtures, computers, equipment and signage that we have approved for NEXTAFF Offices as meeting our specifications and standards for appearance, function and performance. We develop the standards and specifications in our sole discretion. These specifications and standards are not issued to you or to vendors. However, approved types of furniture, materials, fixtures, equipment and signage are communicated to you periodically in writing.

In the fiscal year ending December 31, 2020, we received no revenue from approved vendors or service providers.

All the Direct Payroll Costs that we collected were paid to Field Employees or other third parties on behalf of the applicable franchisee. We did not receive any revenue from our collection of Direct Payroll Costs on behalf of our franchisees.

Other than as described above, we do not provide material benefits to you based on your use of designated or approved vendors or service providers.

We do not currently receive any compensation for purchases from designated or approved vendors or service providers, but we reserve the right to do so in the future.

None of our officers owns any interest in any of the approved vendors or service providers.

There are currently no purchasing or distribution cooperatives.

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 OTHER ITEMS OF THIS FRANCHISE DISCLOSURE DOCUMENT.

OBLIGATION	SECTION IN AGREEMENT	ITEM IN FRANCHISE DISCLOSURE DOCUMENT
a. Conversion.	Section 2	Item 7, 8 and 11
b. Relocation and Additional Locations.	Section 3	Item 8,11
c. Training.	Section 4	Item 11
d. Fees.	Section 8	Item 5 and 6
e. Compliance with standards and policies/Operations Manual.	Section 4	Item 11
f. Trademarks and proprietary Information.	Section 5	Item 13 and 14
g. Restriction on products/services offered.	Section 9	Item 8 and 16
h. Warranty and customer service requirements.	Section 9	Item 11
i. Ongoing product/service purchases.	Section 9	Item 8
j. Maintenance, appearance and remodeling requirements.	Section 9	Item 11
k. Insurance.	Section 9	Item 6 and 7
l. Advertising.	Section 10	Item 6 and 11
m. Indemnification.	Section 7	Item 6
n. Owner's participation/management/staffing.	Section 9	Item 11 and 15
o. Records/reports.	Section 11	Item 11
p. Inspections/audits.	Section 12	Item 6 and 11
q. Transfer.	Section 14	Item 17
r. Renewal.	Section 15	Item 17
s. Post-termination obligations.	Section 17	Item 17
t. Non-competition covenants.	Section 13	Item 17
u. Dispute resolution.	Section 18	Item 17

ITEM 10

FINANCING

Except as described in the next paragraph, neither we nor any agent or affiliate, offers direct or indirect financing to you, guarantees any of your notes, leases or other obligations, or has any practice or intent to sell, assign or discount to a third party all or part of any of your financing arrangements.

As described above in Item 1, we own and collect all amounts due from the clients of your Office and employ the Field Employees of your NEXTAFF Office and pay the payroll due to those Field

Employees on your behalf. In the staffing industry, this practice is often referred to as “financing” your payroll because we make these payments on your behalf. While this arrangement is not the typical financing arrangement contemplated by Item 10 of the FTC Franchise Rule or the NASAA Guidelines, we wish to make you aware that we “finance” your payroll in this manner as that term is customarily used in the staffing industry.

We do not know whether you will be able to obtain financing for all or part of your investment and, if so, the terms of the financing. We do not receive direct or indirect payments for placing financing.

ITEM 11

FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

1. Pre-Opening Obligations

a. Development of a New Office

We must approve the site you select for any new Office. We will notify you of our approval or disapproval within 14 days after we receive all information, we request for site approval (Franchise Agreement, Section 3). We generally consider the following factors in determining whether a site is approved: general location, traffic patterns, parking, size, and competitor analysis. If you fail to select a site in accordance with our requirements, we may terminate the Franchise Agreement.

After a site has been approved, we will furnish you with specifications for your Office including specific requirements for signage and decor. We will also consult and otherwise assist you in making the premises of your site fit our specifications as well as conform to any local laws and regulations (Section 9 of Franchise Agreement).

b. Pre-Opening Payroll Support

NEXTAFF will provide you with the services of one employee of NEXTAFF for five days for supervisory and payroll services guidance regarding the operations of the Office. NEXTAFF has the right to determine the time or times this person is available to assist you (Paragraph C, Section 4 of the Franchise Agreement).

c. Dedicated Account Manager

You must hire a dedicated account manager / employee recruiter before opening your Office and this person must be someone other than the designated salesperson. We typically do not permit a franchisee who is an individual to serve in the role of dedicated account manager because we believe that the franchisee must be focused on sales to be successful.

d. Pre-Opening Training

NEXTAFF furnishes, and you and your account manager must attend, an initial training program on the operation of the Office. The details of the entire training program are described in more detail below. We do not charge a fee for the initial training program, but you are solely responsible for the compensation, travel, lodging and living expenses you and your account manager incur while attending the initial training program or any supplemental or refresher training programs.

e. Supplemental Training

NEXTAFF currently does not, but reserves the right to, require you to attend and successfully complete additional training we deem necessary, should your NEXTAFF Office not meet the minimum performance standards and specifications.

2. Time for Opening an Office:

a. New Permanent Office

The typical time between signing a Franchise Agreement and opening a NEXTAFF Office is 8-12 weeks. If you do not have your permanent Office open within 6 months after you sign the Franchise Agreement, we may terminate the Franchise Agreement.

b. Conversion to NEXTAFF Office.

If you operate an existing staffing office, we estimate that it will take from one to three months for the conversion of your existing staffing office to a NEXTAFF Office, but the interval may vary depending upon factors including completion of the improvements to the premises. If you do not convert your existing office to a NEXTAFF Office within the time specified in Exhibit A to the Franchise Agreement, we may terminate the Franchise Agreement.

3. During the Operation of your Office

a. Operating Assistance.

We will assist you as we deem appropriate in the overall operation of your Office in the following areas:

- (i) Establishment and operation of administrative, bookkeeping, accounting, marketing, sales and general operating procedures for the proper operation of a NEXTAFF Office;
- (ii) Additional services we authorize for sale to customers;
- (iii) Marketing materials and advertising research data;
- (iv) Employment relations; and
- (v) Marketing assistance and sales promotion programs, formulating and implementing advertising and promotional programs.

We may also furnish guidance in our Operations Manual and informal bulletins and other written materials and consultations by phone or at our offices or your Office. We will advise you of operating problems that we discover based on our routine inspections or through other examinations of your business operations (Paragraph D, Section 4 of Franchise Agreement).

b. Payroll Services Program.

As part of our Payroll Services Program, NEXTAFF will administer all accounting details and provide support services concerning payroll and payroll taxes for Field Employees. NEXTAFF does use a payroll service provider for some of these services.

You will bill clients for the Field Employees furnished by you and clients will be instructed to remit payment directly to NEXTAFF and you must enter your Field Employees payroll data on a weekly basis into our web-based software, including Field Employees pay and hours of work during each pay period. We will ensure that your payroll is processed and that all Field Employees are paid by Direct Deposit or Paycard. We do not issue physical payroll checks unless required by your state. We will provide the following payroll related functions:

- (i) Processing, filing and payment of all local, state, and federal employment taxes;
- (ii) Processing, filing and payment of both state and federal unemployment insurance;
- (iii) Processing of all unemployment claims;
- (iv) Processing and payment of worker's compensation insurance;
- (v) Oversight of all worker's compensation claims;
- (vi) processing and payment of other various insurance, garnishments and deductions; and
- (vii) processing and payment of all direct deposit payroll checks and paycards.

c. Billing and Collecting Accounts Receivables.

You must bill your clients and collect unpaid accounts receivable. We may, but are not obligated to, assist you in collecting your unpaid accounts receivable. Any bad debt accounts will be charged to you and your portion of the Collateral Reserve (Item 6, Note 3 and Paragraph B, Section 8 of Franchise Agreement). In the event your portion of the Collateral Reserve is insufficient, we may, but are not obligated to, loan you the amount of the uncollectible accounts receivable outstanding. Each loan to you will bear interest from the date of issuance at the lesser of the prime rate plus five percent (5%) compounded annually or the highest rate permitted by applicable law. In addition, we may set-off against any amount we owe to you any amount you owe to us.

d. Additional Personnel in Your Office.

You must have two full time employees on staff the first day you open for business Within 180 days after you open for business in your permanent Office (or convert to a NEXTAFF Office for conversion franchisees), you must hire a 3rd person to handle administrative and account manager responsibilities. Before the one-year anniversary of the date you open for business in your permanent Office (or convert to a NEXTAFF Office for conversion franchisees), it is recommended you or your designated manager complete the Certified Staffing Professional program issued through the American Staffing Association.

4. Advertising Program:

a. Marketing Fund.

We direct all Marketing Fund programs, with sole discretion over the creative concepts, over the development of advertising and marketing and public relations materials, over the media used and the placement and allocation of all advertising, marketing and public relations materials. We have the right to

determine, in its sole discretion, the composition of any geographic territory and market areas for the development and implementation of advertising, marketing or public relations programs. The Marketing Fund's programs and activities are intended to maximize the public's awareness of all NEXTAFF Offices and we are under no obligation to ensure that you or any other Franchisee shall benefit directly or pro rata from the placement of such advertising, marketing or public relations programs and activities (Paragraph A, Section 10 of Franchise Agreement).

On the first Friday of the seventh month after signing your franchise agreement, you must contribute to the Marketing Fund a minimum amount equal to the greater of \$100 per week or .75% of Gross Wages. Your required contributions to the Marketing Fund are subject to annual increases in our sole discretion up to a maximum of the greater of \$100 per week or 1% of Gross Wages. All contributions to the Marketing Fund are paid to us for utilization by us for the Marketing Fund activities and programs and will be collected weekly. We reserve the right to retain your required monthly contribution to the Marketing Fund from the balance payable to you as described in Item 6.

The media which the advertising may be disseminated includes, without limitation, print, point of purchase, radio, television, direct mail, electronic and billboard. The media coverage may be local, regional or national as we determine in our sole discretion. The creative development of advertising, marketing and public relations materials may be developed by us with our employees or by utilization of advertising or public relations agencies or consultants, as we determine in our sole discretion. You may purchase the advertising, marketing and public relations materials, direct mail materials, merchandising materials and any other materials or promotional items produced by the Marketing Fund (Paragraph A, Section 10 of Franchise Agreement).

The Marketing Fund may be used to meet all costs and expenses relating to the following programs and activities:

- (i) Maintaining, administering, directing and preparing national, regional or local advertising materials, website development, or public relations materials and activities, including, without limitation, the cost of preparing all advertising and solicitation materials, programs and public relations materials and the creative concepts, the cost of conducting any advertising, marketing or public relations program or activity, the cost of preparing television, direct mail, magazine, billboard, newspaper, internet or any other media programs and activities;
- (ii) Employing advertising agencies or utilizing our administrative personnel to perform advertising, marketing and public relations services, including the creative concepts;
- (iii) Developing promotional brochures and advertising materials;
- (iv) Conducting market research, testing and development of new services;
- (v) Reimbursement of our administrative and personnel costs and the salaries and overhead associated with advertising, marketing, telemarketing, public relations, market research, product development and payment for consultants providing services and any expenses related thereto;
- (vi) Any other advertising, marketing or public relations program designated by us and the development of any materials for any of these programs;

- (vii) Any software or Software as a Service (SAAS) related to marketing;
- (viii) Any dues for memberships in but not limited to American Staffing Association, Staffing Industry Analysts, National Federation of Independent Businesses, US Chamber of Commerce and International Franchise Association; and
- (ix) Any expenses, including travel, related to Franchisee convention.

The Marketing Fund is not our asset and is not a trust. We have no fiduciary obligation to you to administer the Marketing Fund. We may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Marketing Fund in that year. We may make loans to the Marketing Fund and if done so, the Marketing Fund will be required to pay that amount back to us. We will cause the Marketing Fund to invest any surplus for future use by the Marketing Fund.

We will account for the Marketing Fund separately and it will not be used to defray any of our general operating expenses, except for salaries, administrative costs and overhead that we may incur in the development of advertising, marketing and public relations materials and in activities related to the administration or direction of the Marketing Fund or in the administration or direction of any of its programs and activities as outlined above, and for collecting and accounting for contributions to the Marketing Fund. NEXTAFF will prepare an annual report of the usage of the Marketing fund which will be made available to you by April of each year for the preceding year's expenditures. If, at the end of any fiscal year, there is a surplus in the Marketing Fund, we will use the surplus to payback any outstanding liabilities pertaining to the Marketing Fund. If any surplus remains after the outstanding liabilities are paid, that surplus will be carried over to the next year's Marketing Fund.

Although the Marketing Fund is intended to be perpetual, we may terminate the Marketing Fund at any time in our sole discretion. The Marketing Fund will not be terminated until all contributions paid to the Marketing Fund have been expended for the activities of the Marketing Fund.

During the fiscal year ending December 31, 2020, the Contributions were spent as follows: 2% on advertising design, 1% on communications, 13% on consulting, 3% on content development and design, 6% on digital marketing, 3% on franchisee convention, 13% on general marketing, 2% on lead services, 1% on print development, 9% on public relations, 46% on Software as a Service, 6% on social media, 4% on website hosting and 1% on website upgrades.

b. Local Advertising Spend

You are not required to spend any minimum amount on local advertising; however, local classified ads are recommended for candidate recruiting (Paragraph B, Section 10 of Franchise Agreement).

c. Local or Regional Advertising Cooperatives

NEXTAFF does not currently have any plans to establish an advertising cooperative but reserves the right to do so in the future.

d. Advertising Approval

You must submit to us for our prior written approval, samples of all advertising and promotional materials not prepared or previously approved by us. This does not apply to help wanted classified advertising. If written approval is not granted within five business days from the date of our receipt of such

materials, the materials will be deemed to have been approved. You may not use any advertising or promotional materials that have not been approved by us (Paragraph D, Section 10 of Franchise Agreement).

e. Advertising Council

We do not have a franchisee advertising council that advises us on advertising policies.

5. Computer Hardware and Software

You must obtain and use the computer hardware and software complying with specifications that we periodically establish, including hardware components, staffing software, accounting software, printers, and other computer-related accessories (the “Computer System”). You will use the Computer System to maintain and operate the NEXTAFF Office equipment and related technology. The Computer System may store some data and information about the NEXTAFF Office clients, finances and operations based on information you input. You also must have a functioning email address so that we can send you notices and otherwise communicate with you by this method. We do not have access to the information generated by the Computer System.

The following table lists the minimum Computer System requirements:

Component	Minimum Required	Recommended
Computers	1 PC per internal employee and 1 application kiosk	1 PC per internal employee, additional laptop for owner and 2 application kiosks
CPU Processor Speed	Intel (or equivalent) 2.4 gigahertz (GHz) processor or higher as required for local Microsoft Office applications	Intel (or equivalent) 3.0 gigahertz (GHz) processor or higher
Memory	4 gigabyte (GB) of RAM	8+ gigabyte (GB) of RAM
Hard Disk	250 gigabytes (GB) Hard Drive available disk space for file storage.	500 gigabyte (GB) of Hard Drive available disk space
Display	19" 1280 x 800 resolution single monitor.	21" 1920 x 1080 resolution dual monitors
Operating System	Windows 7 Professional 32-bit with Service Pack (SP) 1	Windows 10 Professional 64-bit or latest Windows version
Printer	1 Black/White network laser printer	1 Color laser network laser (multi-function) Copy/Scan/Print duplex printer

If you are a conversion franchisee, we assume that you are currently in business providing some, if not all, of the Services and that you currently own some, if not all, of the computer equipment necessary to operate a NEXTAFF Office. For a conversion franchisee, the cost of the Computer System will be in a range of \$0 to \$3,800.

If you are a new unit franchisee, we assume you will need to purchase a majority, if not all, of the computer equipment necessary to operate a NEXTAFF Office. For a new unit franchisee, the cost of the Computer System will be in a range of \$2,700 to \$3,800.

You may obtain the computer hardware from any vendor so long as it meets our requirements. Industry standards are constantly changing which affects the price of the Computer System.

You must obtain the computer software from a vendor approved by us.

You must obtain the staffing software from a vendor approved by us.

Avionte' is currently the only approved vendor for the Staffing ATS Software (\$132.50 per month, per user).

EMSI is currently a required supplier of the Workforce MarketData Platform software (\$250 per month, per office).

You must purchase Quickbooks Online Essential, which is a cloud-based product and does not require software (\$12 per month, per user). All fees regarding the Internet based QuickBooks Pro software will be your sole responsibility.

You may obtain Internet based services through any Internet service provider for which you will pay a monthly fee. The payment of all costs incurred regarding Internet based services is your sole responsibility. The amount of any applicable third-party service fees is unknown and may vary depending on the Internet service provider you choose, and the services offered.

The computer system will transmit sales, billed time and other payroll related information to us electronically and must be made available to us not less than once a week on Wednesday at 8:00AM Central Time.

Despite your obligation to buy, use, and maintain the Computer System according to our standards and specifications, you have sole and complete responsibility for the acquisition, operation, maintenance, upgrading of the computer system, and obtaining an Internet service provider. Neither we, nor any affiliate or third party, is obligated to provide ongoing maintenance, repairs, upgrades or updates for the computer system. We currently do not require that you purchase a maintenance, repair, upgrade or update service contract for the computer system, but we reserve the right to do so in the future. We reserve the right to change the computer system requirements at any time.

6. Operations Manual.

NEXTAFF provides to you, during the term of the Franchise Agreement, access to its electronic Operations Manual, which may consist of one or more handbooks or manuals, and other written materials (collectively the "Operations Manual") for NEXTAFF Offices. NEXTAFF may furnish the Operations Manual electronically in its discretion. The Operations Manual contains mandatory and suggested specifications, standards and operating procedures prescribed by NEXTAFF for NEXTAFF Offices and information relative to your other obligations. NEXTAFF has the right to modify the Operations Manual to reflect changes in products, services, specifications, standards and operating procedures, including marketing techniques, of a NEXTAFF Office. No addition or modification may alter your fundamental status and rights. You must keep one copy of the Operations Manual current and the master copy of the Operations Manual maintained by NEXTAFF at its principal office controls if there is a dispute relative to the contents of the Operations Manual (Paragraph H, Section 4 of Franchise Agreement).

Exhibit I to this Franchise Disclosure Document is the Table of Contents of the Operations Manual. The total number of pages of the Operations Manual is 1,486. The Operations Manual is available on-line and through Dropbox, OneDrive and eDOCS.

7. Training

The initial training program consists of approximately (i) 4.5 days of online classes; (ii) 7.5 days of classes conducted at our regional support office in Overland Park, KS or at another location that we designate and (iii) 2.5 days of on-the-job training at your location. You and your account manager must attend the initial training. We recommend that your employees attend training, but it is not required. We may require you or your manager to continue training for up to 10 additional days. The initial training program includes instruction relating to the operation of the Office, understanding the Services, costs and cash control, client service, comprehensive marketing and sales programs, accountability for sales and marketing, field employee scheduling and methods of controlling operating costs. Initial training will cover management roles as well as each job function of your employees. The initial training program is conducted by a qualified training staff of NEXTAFF working under the supervision of NEXTAFF (Paragraph A, Section 4 of the Franchise Agreement). Initial training will be conducted as soon as possible but no later than three months after you sign your Franchise Agreement. The initial training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Online Training	Hours of Classroom Training	Hours of On-the-Job-Training	Location for Each Subject
Technology		10		Overland Park - KS
Sales	20			Online
Operations	10			Online
New Ownership	6			Online
Industry Knowledge		2		Overland Park, KS
Recruiting		14		Overland Park, KS
Risk Management		9		Overland Park, KS
Sales		15		Overland Park, KS
Account Management		3		Overland Park, KS
Leadership		3		Overland Park, KS
Finance		4		Overland Park, KS
Sales			6	Franchise Location
Recruiting, Payroll			11	Franchise Location
Leadership			3	Franchise Location
Finance			1	Franchise Location

The instructors of our training program are James Windmiller, Cary Daniel and Nicole Santorella.

Mr. Windmiller has been with Nextaff Group, LLC since 2016 and has 26 years of experience in the staffing industry. Mr. Windmiller was with NEXTAFF LLC from 2003 to 2016.

Mr. Daniel has been with Nextaff Group, LLC since 2016 and has 25 years of experience in the staffing industry. Mr. Daniel was with NEXTAFF LLC from 2003 to 2016.

Nicole Santorella has been with Nextaff Group, LLC since 2017 and has 6 years of experience in the staffing and recruiting industry.

Jeff Huston has been with Nextaff Group, LLC since 2020 and has 20 years' [A2] experience in the staffing industry.

Other staff, service providers and vendors will assist with training. The initial training program is offered throughout the year and will be scheduled depending upon the number of franchisees requesting training.

NEXTAFF will evaluate your personal abilities and qualifications during our initial training. Our evaluation may include a variety of tests to assess your aptitude for operating an Office. If we determine, in our sole discretion, that you do not meet our qualifications, we reserve the right to terminate the Franchise Agreement and refund your initial franchise fee. Similarly, we will evaluate the personal abilities and qualifications of your manager during our initial training. If we determine, in its sole discretion, that any manager is not qualified to manage your Office, we will notify you so that you may select and enroll a substitute manager in the training program (Paragraph A, Section 4 of Franchise Agreement).

If, during any training program, you determine that your experience, personal abilities and qualifications should excuse you from certain sections of training you may request in writing to do so. If we determine, in our sole discretion, that you do meet our qualifications, we may grant that waiver.

After the opening of the Office, NEXTAFF provides training prescribed by NEXTAFF as to frequency and time to any manager of the Office. NEXTAFF has the right to assess you reasonable charges for this training. NEXTAFF has the right to require that you (or the managing partner, shareholder or managing member) and any manager or assistant managers attend supplemental and refresher training programs during the term of the Franchise Agreement, to be furnished at a time and place NEXTAFF designates. NEXTAFF also has the right to assess you reasonable charges for supplemental or refresher training (Paragraph A, Section 4 of Franchise Agreement).

If NEXTAFF holds an annual event training meeting, you or your qualified representative must attend. If you or your qualified representative do not attend the annual event training meeting and you request additional training subsequent to the annual event training meeting, NEXTAFF has the right to charge you a fee for the additional training.

ITEM 12

TERRITORY [A3]

The Franchise Agreement grants you the right to operate a NEXTAFF Office from a physical location that we approve within a defined geographic area, which is determined by boundaries established by county and/or zip codes and/or other boundary limitations that will be detailed to you prior to signing the Franchise Agreement (the "Area of Primary Responsibility"). The physical location is set forth in Exhibit A to the Franchise Agreement. You must operate the NEXTAFF Office only at the approved location, and you cannot relocate the NEXTAFF Office without first obtaining our written consent. In deciding whether or not we will approve the relocation of your Office, we generally consider the following factors with respect to the proposed new site: general location, traffic patterns, parking, size, and competitor

analysis. You may not establish or operate another NEXTAFF Office unless you enter into a separate Franchise Agreement for that NEXTAFF Office.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own or from other franchisees, from outlets we own or from other channels of distribution or competitive brands that we control.

During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement and any other agreements you or your affiliates may have with us or our affiliates, we will not solicit or accept orders from customers located within your Primary Area of Responsibility, but NEXTAFF reserves the following rights:

- (1) To operate or to grant other persons the right to operate NEXTAFF Offices at locations and on terms and conditions as we determine outside the Area of Primary Responsibility;
- (2) To advertise and promote and to authorize other persons the right to advertise and promote the System within and outside the Area of Primary Responsibility;
- (3) To create, operate, maintain, modify or discontinue the use of websites using the Licensed Marks;
- (4) To offer, sell and provide the Services through similar or dissimilar channels of distribution, including, without limitation, by electronic means, such as on the Internet and by websites we establish, catalogs sales, telemarketing and other direct marketing, and in commercial retail and wholesale outlets, as we determine, in our sole discretion outside the Area of Primary Responsibility; and
- (5) To grant other persons the right to operate Nextaff Offices at locations within the Area of Primary Responsibility based on the criteria in the paragraph below regarding industry verticals.

Our franchisees generally make sales into one of three distinct industry verticals: (1) Commercial, which includes: Industrial, Office, Clerical, Administrative, Professional, Managerial (2) Information Technology or (3) Healthcare. Your franchise agreement gives you a Primary Territory in a single vertical.

We are not required to pay you if we exercise any of these rights.

You may provide Services to clients outside of your Area of Primary Responsibility, but you may not make sales outside of your Area of Primary Responsibility by using other channels of distribution or electronic means such as the Internet, catalogs sales, telemarketing or other direct marketing.

In Exhibit C attached to your Franchise Agreement, we establish certain Minimum Performance Standards for your Area of Primary Responsibility. The Minimum Performance Standards may vary based on the characteristics of the Area of Primary Responsibility but will generally require that you generate a specific minimum Gross Wages per year. After your first full year of operation, if you fail to meet the Minimum Performance Standards set forth in the Franchise Agreement at Exhibit C you are in default of the Franchise Agreement and subject to the loss of certain other rights, such as a reduction in the size of your Area of Primary Responsibility, and/or the termination of this Franchise Agreement (Section 1 of Franchise Agreement).

Upon renewal, the Minimum Performance Standards (described above) may be modified. Depending on the demographics of the Area of Primary Responsibility at the time of renewal, and on our standards for exclusive areas at the time of renewal, if the Area of Primary Responsibility originally granted

to you is larger than the area we are then granting to new franchisees, we may require you to accept an increase in Minimum Performance Standards which is more than originally granted for the initial term of your Franchise Agreement.

You have no options, rights of first refusal or similar rights to acquire additional franchises.

ITEM 13

TRADEMARKS

NEXTAFF grants you the right to operate your business under the name NEXTAFF™ pursuant to the terms of the Franchise Agreement and authorizes you to incorporate the name NEXTAFF into your trade name in accordance with the standards we provide in our operating manual or in a manner that is approved by us. You may also use NEXTAFF's other current or future trademarks to operate your NEXTAFF Office. By Licensed Marks, we mean the design mark, trade names, trademarks, service marks and logos used to identify your NEXTAFF Office. You are prohibited from creating a domain name using the Licensed Marks.

The following table sets forth the status of applications for federal registration with the U.S. Patent and Trademark Office ("USPTO") on the Principal Register of those marks licensed to you. The marks are not registered in any state and no state registration applications are pending.

MARK	APPLICATION DATE	SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.
NEXTAFF	September 12, 2003	78/299,531	January 18, 2005	2,920,094
X-FACTOR	June 9, 2017	87/481063	January 9, 2018	5,374,866

The Licensed Marks are owned by Malone Nextaff, LLC. All required affidavits have been filed in a timely manner. A certificate of registration of a mark upon the Principal Register constitutes prima facie evidence of the validity of the registered mark and of the registration of the mark, of the registrant's ownership of the mark, and of the registrant's exclusive right to use the registered mark in commerce on or in connection with the goods or services specified in the certificate of registration, subject to any conditions or limitations stated in the certificate.

The following table sets forth the principal logo mark for which we do not have a federal registration. Therefore, this mark does not have many legal benefits and rights as a federally registered trademark. If our right to use this mark is challenged, you may have to change to an alternative mark, which may increase your expenses.

MARK	DATE OF FIRST USE	SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.
	January 1, 2004	N/A	N/A	N/A

There is presently no effective determination of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, of any pending infringement, dilution, opposition or cancellation proceeding or any pending material litigation involving trademarks, service marks, trade names, logo-types or other commercial symbols which is relevant to the use of the Licensed Marks in any

state; and no agreements exist which significantly limit in any manner material to you, the rights of NEXTAFF to use or license the use of the Licensed Marks, names, logos or symbols.

NEXTAFF may establish new marks in the future and you must use and display these marks in accordance with specifications and bear all costs associated with any changes to Licensed Marks or introduction of new marks. You must follow NEXTAFF's rules when you use these marks. You may use a name or mark as part of a trade name or corporate name with modifying words, designs or symbols as long as such use is in accordance with our standards or we approve such use in advance. You may also use the NEXTAFF name in the sale of certain products or services if authorize such use in writing. You may also use any other mark, name, commercial symbol or logo-type in connection with the operation of your NEXTAFF Office if we approve such use in advance.

NEXTAFF has registered the domain name "nextaff.com." NEXTAFF is the lawful and sole owner of the domain "nextaff.com" which domain name incorporates our trademark NEXTAFF. You must not register the trademark NEXTAFF or any of the Licensed Marks now or hereafter owned by NEXTAFF or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names, including, but not limited to, generic and country code top level domain names available at the present time or in the future. NEXTAFF retains the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Licensed Marks. You shall not, without NEXTAFF's approval, (a) link or frame our website; (b) conduct any business or offer to sell or advertise any products or services on the worldwide web; and (c) create or register any Internet domain name in connection with your franchise.

You shall not contest, directly or indirectly, NEXTAFF's ownership of the Licensed Marks, trade secrets, methods and procedures, which are a part of the NEXTAFF System. You shall not register, seek to register or contest NEXTAFF's sole right to register, use and license others to use the marks, names, information and symbols.

You must immediately notify NEXTAFF of any apparent infringement of or challenge to your use of any Licensed Marks, and NEXTAFF has sole discretion to take any action it deems appropriate.

There are no infringing uses known to NEXTAFF which could materially affect your use of the Licensed Marks in any state where the business is to be located.

Your right to use the Licensed Marks is derived solely from the Franchise Agreement and is limited to the conduct of your business in compliance with the Franchise Agreement.

All usage of the Licensed Marks by you and any goodwill established inures to the exclusive benefit of NEXTAFF. You may not, at any time during the term of the Franchise Agreement or after its termination or expiration, contest the validity or ownership of any of the Licensed Marks or assist any other person in contesting the validity or ownership of any of the Licensed Marks.

All provisions of the Franchise Agreement applicable to the Licensed Marks apply to any additional trademarks, service marks, logo forms and commercial symbols authorized for your use.

You must use the Licensed Marks as the sole identification of the Office, but you must identify yourself as the independent owner in the manner prescribed by NEXTAFF. You may not use any Licensed Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, nor may you use any Licensed Mark in the sale of any unauthorized product or service or in any other manner NEXTAFF does not expressly authorize in writing.

You must notify NEXTAFF immediately in writing of any apparent infringement of or challenge to your use of any Licensed Mark or claim by any person of any rights in any Licensed Mark or any similar trade name, trademark or service mark of which you become aware. You may not communicate with any person other than NEXTAFF and its counsel regarding any infringement, challenge or claim. NEXTAFF has sole discretion to take any action it deems appropriate and the right to exclusively control any litigation, USPTO proceeding or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. You must execute all documents, render assistance and do all acts and things advisable to protect and maintain the interests of NEXTAFF in any litigation, USPTO proceeding or other administrative proceeding or to otherwise protect and maintain the interests of NEXTAFF in the Licensed Marks.

NEXTAFF will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding in which your use of any Licensed Mark in compliance with the Franchise Agreement is held to constitute trademark infringement, unfair competition or dilution, and for all reasonable costs you incur in the defense of any claim brought against you or in any proceeding in which you are named as a party, if you have timely notified NEXTAFF of the claim or proceeding and have otherwise complied with the Franchise Agreement and if NEXTAFF has the right to defend any claim. If NEXTAFF defends the claim, NEXTAFF has no obligation to indemnify or reimburse you for any fees or disbursements to any attorney retained by you.

If it becomes advisable at any time, in NEXTAFF's sole discretion, for NEXTAFF and/or you to modify or discontinue use of any Licensed Mark, and/or use one or more additional or substitute trademarks or service marks, you must comply within a reasonable time after notice by NEXTAFF, and the sole obligation of NEXTAFF in any event shall be to reimburse you for the out-of-pocket costs of complying with this obligation.

There may be infringing uses in regional markets by third parties who may be utilizing the name NEXTAFF and this use would not be under a federal registration, but by application of common law trademark rights. If the use in local markets was determined to be before NEXTAFF's use, NEXTAFF and franchisees may be prohibited from utilizing the marks, names, logos or symbols within the market of the prior use.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. NEXTAFF claims copyrights in the Operations Manual, advertising and marketing materials and similar items used in operating your NEXTAFF Office. NEXTAFF has not registered these copyrights with the U.S. Register of Copyrights but need not do so at this time to protect them. You may use these items only as we specify while operating your NEXTAFF Office. You do not have any rights, including rights to compensation, under the Franchise Agreement, if NEXTAFF requires you to modify or discontinue using the subject matter covered by the copyright.

NEXTAFF possesses certain proprietary or confidential information relating to the operation of NEXTAFF Offices, including processes, methods, techniques, and other information which is valuable and considered by NEXTAFF as confidential information ("Confidential Information"). NEXTAFF discloses to you Confidential Information through its training program, the confidential Operations Manual, guidance to you during the term of the Franchise Agreement and otherwise, solely for your use in the development and operation of the business during the term of the Franchise.

You will not acquire any interest in the Confidential Information other than the right to utilize it in your NEXTAFF Office and will not have the right to use any Confidential Information in any other business or capacity. You must maintain the absolute confidentiality of the proprietary information during and after the term of the Franchise Agreement and must not make any unauthorized copies of any portions of information. You must adopt and implement all reasonable procedures prescribed by NEXTAFF to prevent unauthorized use, duplication, or disclosure of NEXTAFF's Confidential Information, and to require any employees of yours who have access to Confidential Information to sign non-disclosure and non-competition agreements, to the extent permitted by law (see Exhibit B of Franchise Agreement).

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

Before opening your Office, you must hire a dedicated account manager/employee recruiter and this person must be someone other than the designated salesperson. We do not permit a franchisee who is an individual to serve in the role of dedicated account manager because we believe that the franchisee must be focused on sales to be successful.

The Office must at all times be under your direct, day-to-day, full-time supervision (or, if you are a partnership, corporation, or limited liability company, a managing partner, shareholder, or managing member who NEXTAFF approves and who satisfactorily completes the training program) or an operating manager who NEXTAFF approves and who satisfactorily completes the NEXTAFF training program. If an operating manager supervises the Office, you (or the managing partner, shareholder or managing member) must remain active in overseeing the operations of the Office conducted under the supervision of the manager, unless the Minimum Performance Standards have been achieved (see Item 12 and Exhibit C of Franchise Agreement). NEXTAFF must approve the hiring of any operating manager. Your equity owners (or your spouse) may be required to sign our Guaranty and Assumption of Obligations as a personal guarantee of the obligations of the Franchisee under the Franchise Agreement.

The person who is responsible for the day-to-day supervision of the Office (i.e., the managing partner, shareholder, managing member, or the approved manager) assumes responsibilities on a full-time basis and may not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with your obligations.

The person who is responsible for the day-to-day supervision of the Office is not required to own an equity interest in the Office.

If at any time you do not manage the Office (or if you are a partnership, corporation, or limited liability company, the managing partner, shareholder, or managing member) or an approved manager who satisfactorily completes NEXTAFF training program does not manage the Office, NEXTAFF is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Office on your behalf. NEXTAFF appointment of a manager of the Office does not relieve you of your obligations under the Franchise Agreement or constitute a waiver of NEXTAFF right to terminate the franchise. NEXTAFF is not liable for any debts, losses, costs or expenses you incur in the operation of the Office or to any of your creditors for any products, materials, supplies or services purchased or provided by the Office while it is managed by a NEXTAFF appointed manager. NEXTAFF has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

All ideas, concepts, techniques and materials concerning a NEXTAFF Office, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be

promptly disclosed to us and will be deemed to be our sole and exclusive property and part of our system, and a work made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you assign ownership of that item and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must only offer for sale products and services that generally relate to the Services or other products or services provided in the staffing industry or that we specifically approve and determine to be appropriate for NEXTAFF Offices. All products and services must be marketed and provided in conformity with our specifications and standards. You must maintain and actively operate your NEXTAFF Office to maximize its full potential.

NEXTAFF may conduct market research and testing to determine consumer trends and the salability of new services. You must cooperate by participating in NEXTAFF market research programs, test marketing new services and providing us with timely reports and other relevant information regarding market research.

You may not, without prior written approval by NEXTAFF, use the premises you occupy for any purpose other than the operation of a NEXTAFF Office.

NEXTAFF may add additional services to be offered through the NEXTAFF Offices and after notice you must offer these additional services. There are no limits or restrictions on our right to add additional services or to make changes to existing services. The additional services will not materially detract or alter the general appearance and function of your NEXTAFF Office.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term.	Section 1.A	Term of Franchise Agreement is 5 years.
b. Renewal or extension of the term.	Section 15.A	If you are in good standing and have substantially complied with the Franchise Agreement during the term, you can add four additional five-year terms. There is no fee for renewal or extension.
c. Requirements for franchisee	Section 15.B	You must give us timely notice and must comply with conditions of renewal which include but are not limited

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
to renew or extend.		to signing a new franchise agreement, a release (if law allows) and other documents we use to grant new franchises. We may require you to cure deficiencies in the operation of your NEXTAFF Office as a condition of renewal or we may determine a deficiency is not curable and you would therefore not be allowed to renew. If you meet the conditions for renewal at the expiration of the initial term, you will be asked to sign a new franchise agreement that may contain terms and conditions materially different from those in your current Franchise Agreement, such as (1) differences in the territory rights granted to you which may be a reduction of your Area of Primary Responsibility, (2) increases in the Minimum Performance Standard (see Item 12), and (3) increases in advertising contributions. Upon each renewal, you shall become eligible for a reduced royalty.
d. Termination by franchisee.	N/A	Some states have franchise laws that provide termination rights to you.
e. Termination by franchisor without cause.	Section 16.A.	N/A
f. Termination by franchisor with cause.	Section 16.B	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination. The provision of termination upon bankruptcy may not be enforceable under Federal Bankruptcy law.
g. "Cause" defined – curable defaults.	Section 16.B	You will have 30 days to cure the following defaults: nonpayment of fees; failure to renew or extend lease or otherwise fail to maintain possession of the Office or loss of right to occupy premises of the Office; failure to attend training, unauthorized use of Licensed Marks; failure to comply with any requirements of the Franchise Agreement; if the amounts due to us for Direct Payroll costs and other items exceeds the face value of the receivables due from your clients which are less than 90 days old; failure to observe our standards and specifications, unauthorized assignment of this Agreement or an ownership interest; failure to timely pay any amounts due NEXTAFF or any person; failure to timely submit financials statements, reports or other information; failure to open and operate the Office; failure to obtain and maintain required insurance; operation of Office in manner that presents health or

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		safety hazard; violation of any of the covenants or failure to meet the Minimum Performance Standards.
h. “Cause” defined – non-curable defaults.	Section 16.A	Non-curable defaults include: if you or the Office is declared bankrupt or judicially determined to be insolvent, make a general assignment for the benefit of creditors, or you admit to your inability to pay your debts as they become due; failure to operate the Office for 5 consecutive days; any material misrepresentation relating to the acquisition of the franchised business; engaging in business which will reflect materially and unfavorably upon the operation and reputation of the System, failure to comply, for a period of 10 days after notification of noncompliance, with any federal, state or local law or regulation applicable to the operation of the Office; failure on more than 3 separate occasions within any 12 month consecutive period to comply with a material provision of this Agreement, whether or not failure to comply is corrected after notices are sent; the Office is seized, taken over or foreclosed by a creditor, lienholder or lessor, provided that a final judgment against you remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed), levy of execution has been made upon the Office or upon the property used in the franchised business and it is not discharged within 5 days, you are convicted of a felony or any crime NEXTAFF believes will likely have adverse effect on the system, if any threat or danger to public health or safety is not immediately cured or removed. The provision for termination upon bankruptcy may not be enforceable under Federal Bankruptcy Law.
i. Franchisee’s obligations on termination/nonrenewal.	Section 17A – Section 17F	Termination of the Franchise Agreement will require removal of identification, payments of amounts due and return of Operations Manual and Confidential Information.
j. Assignment of contract by franchisor.	Section 14.A	No restriction on NEXTAFF’s right to assign.
k. “Transfer” by franchisee - definition.	Section 14.B	Includes transfer of contract or assets or ownership change.
l. Franchisor approval of transfer by franchisee.	Section 14.B	NEXTAFF has the right to approve all transfers but will not unreasonably withhold approval.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
m. Conditions for franchisor approval of transfer.	Section 14.C	New franchisee qualifies and assumes all obligations, all amounts owed are paid, transfer fee paid, training arranged, release signed by you, current agreement signed by new franchisee, lease assigned (if applicable), you sign non-compete agreement and agree to subordinate assignee's obligations. No transfer fee for transfer to immediate family member.
n. Franchisor's right of first refusal to acquire your business.	Section 14.G	NEXTAFF can match any offer for Franchisee's business.
o. Franchisor's option to purchase your business.	N/A	In case of termination or nonrenewal, we may be required to purchase assets at market value. Subject to state law.
p. Death or disability of franchisee.	Section 14.D	Franchise must be assigned by estate to an approved buyer in 12 months.
q. Non-competition covenants during the term of the franchise.	Section 13.B	No involvement in any business that provides Services anywhere in U.S.
r. Non-competition covenants after the franchise is terminated or expires.	Section 13.C	No involvement in any business that provides Services for 2 years within 60 miles of your location or within 60 miles of another NEXTAFF Office.
s. Modification of the agreement.	Sections 4.H and 18.M	No modifications generally, except in writing. Operations Manual may be modified.
t. Integration /merger clause.	Section 18.N	Only the terms of the Franchise Agreement are binding (subject to state law). Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.
u. Dispute resolution by arbitration or mediation.	Section 18.F	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated at our headquarters in Louisville, KY. You are limited to the recovery of actual damages.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		Subject to state law.
v. Choice of forum.	Section 18.L	Litigation must be in the state courts of Jefferson County, Kentucky or in the federal district court in Jefferson County, Kentucky. Subject to state law.
w. Choice of law.	Section 18.G	The Franchise Agreement requires application of Kentucky law. Subject to state law.

ITEM 18

PUBLIC FIGURES

NEXTAFF does not use any public figure to promote its franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

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

This financial performance representation discloses historical information regarding the average and median Gross Revenue, Gross Wages, Gross Profit and Gross Profit Percentage (all terms defined below) for 9 Offices open and operating during the entire 12-month period ending December 31, 2020 (the "Measurement Period"). These include 9 franchisee-owned Offices ("Traditional Offices") that are substantially similar to the Nextaff Offices that you will operate under the Franchise Agreement. These results exclude Offices that either (1) did not operate for the entire Measurement Period or (2) operate a "Non-Traditional Office" which we define as an Office with (a) a part-time operator, (b) an operator with another business outside of their Nextaff Offices, (c) an operator that uses its Nextaff Office as a supplement to another business, or (d) a location located on a client premises, commonly known as an "on-site" location.

For purposes of this Item 19, we use the following defined terms.

"Gross Revenue" is all money and other consideration paid for the Services provided to Clients of a Nextaff Office.

"Gross Wages" includes all wages paid to a Field Employee based upon the work hours reported.

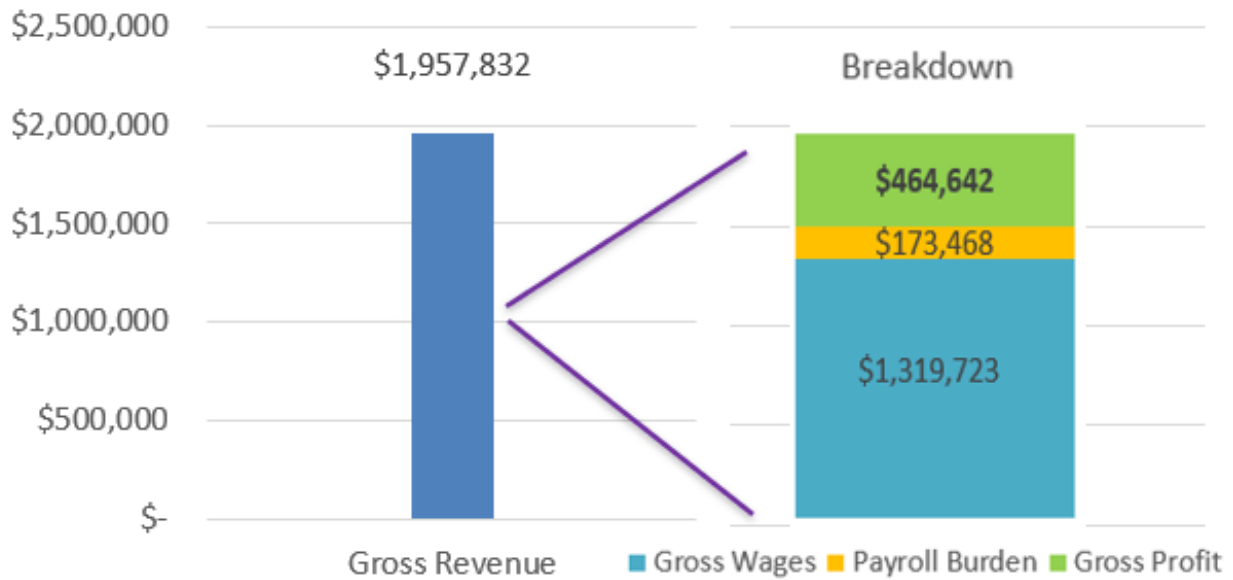
“Gross Profit \$ (Dollar)” for a Nextaff Office equals Gross Revenue minus Direct Payroll Costs, expressed as a dollar amount.

“Gross Profit % (Percentage)” for a Nextaff Office equals Gross Profit \$ divided by Gross Revenue, expressed as a percentage.

Traditional Offices

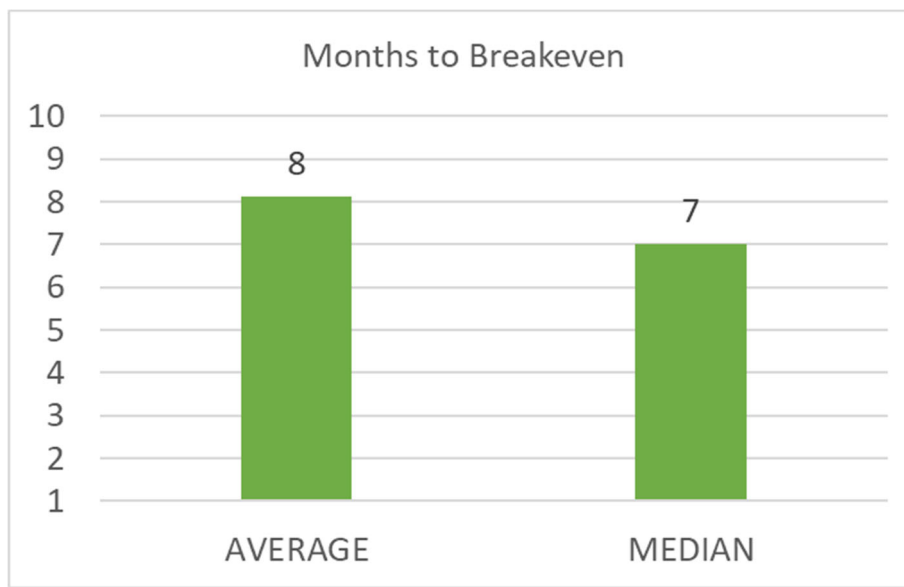
During the Measurement Period:

1. The average Gross Revenue for the 11 Traditional Offices was \$1,957,832. For those 11 offices, three (or 27%) were above the average and eight (or 73%) were below the average. The Median Gross Revenue for the 11 Traditional Offices was \$1,520,701. The range for both average and median Gross Revenue was from \$499,698 to \$5,572,605.
2. The average Gross Wages for those 11 offices was \$1,319,722. Of those 11, three (or 27%) were above the average cost of Gross Wages and eight (or 73%) were below the average cost of Gross Wages. The Median Gross Wages for those 11 offices was \$1,102,482. The range for both average and median Gross Wages for those 11 offices was from \$331,675 to \$3,540,464. The Gross Wages figure does not include other Direct Payroll Costs such as employer taxes and workman’s compensations.
3. The average Payroll Burden for those 11 offices was \$173,467. Of those 11, three (or 27%) were above the average cost for Payroll Burden and eight (or 73%) were below the average cost of Payroll Burden. The Median Payroll Burden for those 11 offices was \$130,312. The range for both average and median Payroll Burden for those 11 offices was from \$43,643 to \$435,959.
4. The average Gross Profit \$ for those 11 offices was \$464,641. Of those 11, four (or 36%) were above the average and seven (or 64%) were below the average. The Median Gross Profit \$ for those 11 offices was \$324,664. The range for both average and median Gross Profit \$ for those 11 offices was from \$124,380 to \$1,596,180.
5. The average Gross Profit % for those 11 offices was 24.37%. Of those 11, six (or 55%) were above the average and five (or 45%) were below the average. The Median Gross Profit % for those 11 offices was 24.89%. The range for both average and median Gross Profit Percentage for those 11 offices was from 16.03% to 33.64%.



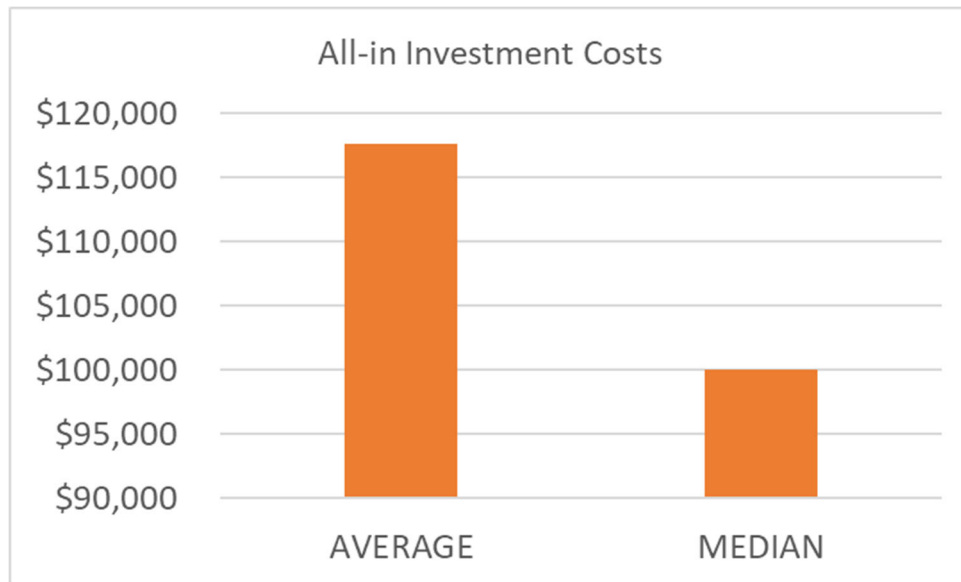
Break-Even Analysis/Reporting

We conducted a survey of our Traditional Offices that have opened since 2017 to determine the amount of time after opening that it took each Office to achieve “break-even” when measured on a month-to-month basis. By “break-even,” we mean that the Gross Revenue of the Office exceeds all the costs and expenses when measured on a monthly basis. Based on our survey, eight Traditional Offices responded. The average response was 8 months. The Median response was 7 months. The range was between 4 months and 15 months.



Capital Investment/Reporting

We conducted a survey of our Traditional Offices that have opened since 2017 to determine the amount of investment capital that it took each Office to achieve “break-even” when measured on a month-to-month basis. By “break-even,” we mean that the Gross Revenue of the Office exceeds all the costs and expenses when measured on a monthly basis. Based on our survey, seven Traditional Offices responded. The average response was \$117,632. The Median response was \$100,000. The range was between \$57,200 and \$189,528.



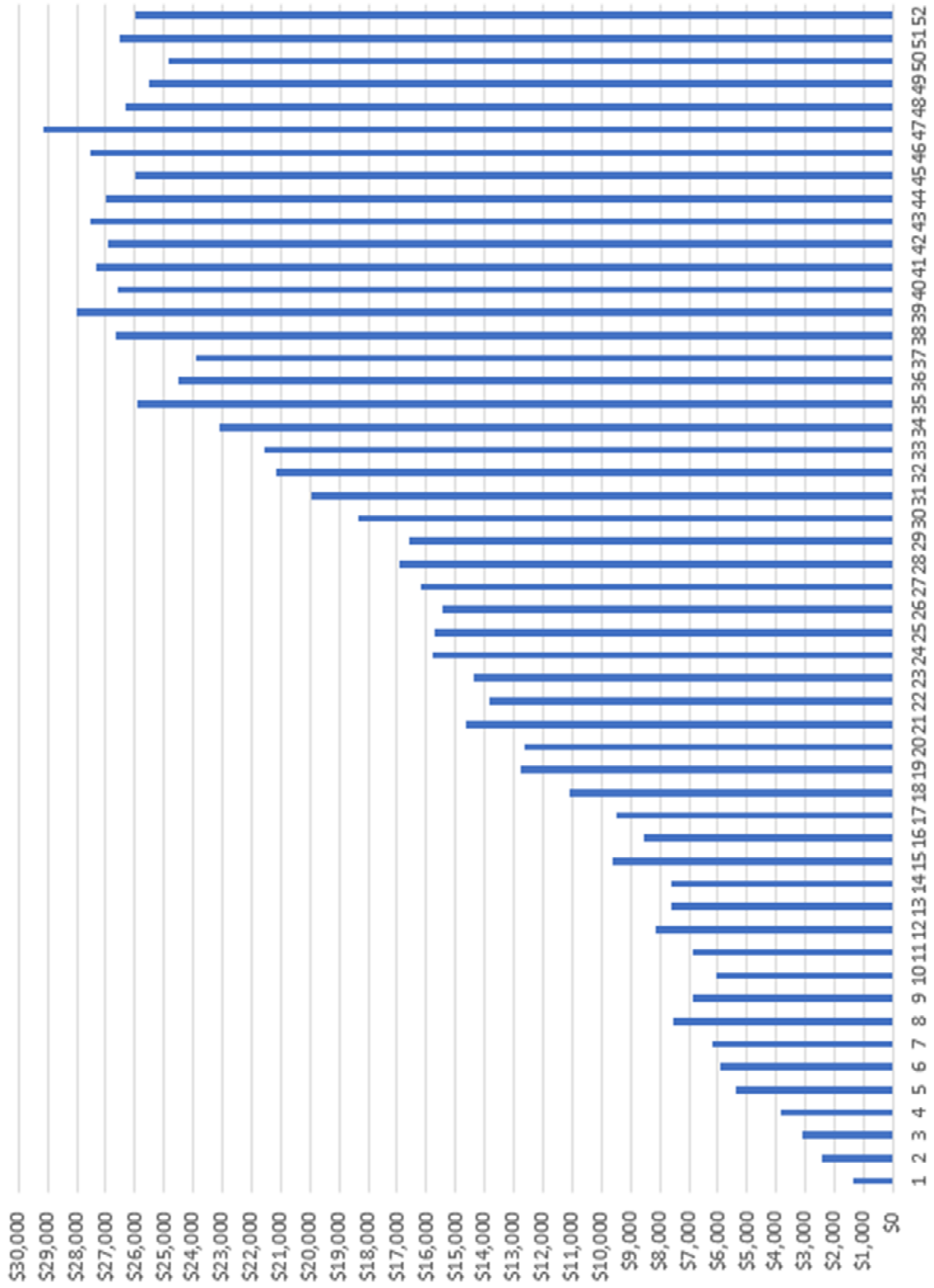
First Year Revenue Reporting

We have tracked first year revenue for 19 Healthcare and Commercial offices only. Below represents the average first year revenue by week for those offices. The average first year revenue of those 19 offices were \$863,173. The median first year revenue of those 19 offices were \$634,658. The range was from \$338,397 to \$1,726,347.

Week #	Averages (non-IT)
Week 1	\$ 1,389
Week 2	\$ 2,460
Week 3	\$ 3,092
Week 4	\$ 3,829
Week 5	\$ 5,411
Week 6	\$ 5,908
Week 7	\$ 6,212
Week 8	\$ 7,518
Week 9	\$ 6,838
Week 10	\$ 6,053
Week 11	\$ 6,862
Week 12	\$ 8,165
Week 13	\$ 7,626
Week 14	\$ 7,599
Week 15	\$ 9,590
Week 16	\$ 8,522
Week 17	\$ 9,479
Week 18	\$ 11,126
Week 19	\$ 12,803
Week 20	\$ 12,607
Week 21	\$ 14,678
Week 22	\$ 13,875
Week 23	\$ 14,372
Week 24	\$ 15,820
Week 25	\$ 15,705
Week 26	\$ 15,446

Week 27	\$ 16,172
Week 28	\$ 16,945
Week 29	\$ 16,578
Week 30	\$ 18,343
Week 31	\$ 19,973
Week 32	\$ 21,193
Week 33	\$ 21,541
Week 34	\$ 23,113
Week 35	\$ 25,940
Week 36	\$ 24,509
Week 37	\$ 23,924
Week 38	\$ 26,634
Week 39	\$ 28,019
Week 40	\$ 26,601
Week 41	\$ 27,335
Week 42	\$ 26,912
Week 43	\$ 27,521
Week 44	\$ 27,021
Week 45	\$ 26,021
Week 46	\$ 27,561
Week 47	\$ 29,149
Week 48	\$ 26,324
Week 49	\$ 25,491
Week 50	\$ 24,871
Week 51	\$ 26,535
Week 52	\$ 25,960

Average 52 Week Revenue Chart



Expense Proforma

We have compiled example pro-forma budgets based on our low and high investment ranges.

Low Estimate

Proforma Budget									
		Pre Launch	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	First 6 Months
Item 7 Expenses (using low estimate)									
Franchise Fee		40,000							40,000
Office & Facility Costs		1,500							1,500
Leasehold Improvements		1,000							1,000
Signage		500							500
FF&E		5,000							5,000
Computer System		2,700							2,700
Utility Deposits and Fees		-							-
Business Licenses & Taxes		150							150
Insurance		1,000							1,000
Launch Fee		8,050							8,050
Misc Expenses		2,654							2,654
									-
Additional Expenses									
Internal Staff Costs									
Owner/Manager			-	-	-	-	-	-	-
Account Manager (1)			2,917	2,917	2,917	2,917	2,917	2,917	17,500
Admin/Account Manager			-	-	-	-	-	-	-
Additional Staff			-	-	-	-	-	-	-
Bonuses			-	54	107	211	257	429	1,058
									-
Other Staff Costs									
S.S. Taxes			223	227	231	239	243	256	1,420
Other taxes			108	110	112	116	117	124	687
Benefits			321	327	333	344	349	368	2,041
									-
Rent (2)			-	1,500	1,500	1,500	1,500	1,500	7,500
Advertising - Clients (3)			600	600	600	600	600	600	3,600
Advertising - Recruiting (3)			400	400	400	400	400	400	2,400
Software			520	520	520	520	520	520	3,120
Royalty Fees (4)						2,953	3,592	4,204	10,750
Marketing Fund (4)						399	485	567	1,451
Professional Development			100	100	100	100	100	100	600
Meals & Entertainment			200	200	200	200	200	200	1,200
Printing & Reproduction			25	25	25	25	25	25	150
Postage			200	200	200	200	200	200	1,200
Bank Charges			20	20	20	20	20	20	120
Dues & Subscriptions			200	-	-	-	-	-	200
Office Supplies			500	50	50	50	50	50	750
Auto and Mileage Expenses			200	200	200	200	200	200	1,200
TOTAL SG&A		62,554	6,534	7,450	7,514	10,994	11,775	12,680	119,500
(1) Assumes a salary of \$35,000 per year									
(2) Assumes first month's rent is paid in Item 7 expenses. Also assumes 1000 sf at \$18/foot									
(3) Based on historical averages and recommendations made in training									
(4) Royalty Fees and Marketing Fees do not begin until the 7th month after signing a franchise agreement. This assumes a 3 month Pre launch.									

High Estimate

Proforma Budget									
		Pre Launch	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	First 6 Months
Item 7 Expenses (using high estimate)									
	Franchise Fee	40,000							40,000
	Office & Facility Costs	3,000							3,000
	Leasehold Improvements	5,000							5,000
	Signage	4,500							4,500
	FF&E	7,500							7,500
	Computer System	3,800							3,800
	Utility Deposits and Fees	250							250
	Business Licenses & Taxes	400							400
	Insurance	1,500							1,500
	Launch Fee	8,050							8,050
	Misc Expenses	2,925							2,925
									-
Additional Expenses									
	Internal Staff Costs								-
	Owner/Manager		-	-	-	-	-	-	-
	Account Manager (1)		3,750	3,750	3,750	3,750	3,750	3,750	22,500
	Admin/Account Manager (2)		-	-		3,000	3,000	3,000	9,000
	Additional Staff		-	-	-	-	-	-	-
	Bonuses		-	54	107	211	257	429	1,058
									-
	Other Staff Costs								-
	S.S. Taxes		287	291	295	533	536	549	2,491
	Other taxes		139	141	143	258	259	266	1,205
	Benefits		413	418	424	766	771	790	3,581
									-
	Rent (3)		-	2,500	2,500	2,500	2,500	2,500	12,500
	Advertising - Clients (4)		600	600	600	600	600	600	3,600
	Advertising - Recruiting (4)		400	400	400	400	400	400	2,400
	Software		520	520	520	520	520	520	3,120
	Royalty Fees (5)					2,953	3,592	4,204	10,750
	Marketing Fund (5)					399	485	567	1,451
	Professional Development		100	100	100	100	100	100	600
	Meals & Entertainment		200	200	200	200	200	200	1,200
	Printing & Reproduction		25	25	25	25	25	25	150
	Postage		200	200	200	200	200	200	1,200
	Bank Charges		20	20	20	20	20	20	120
	Dues & Subscriptions		200	-	-	-	-	-	200
	Office Supplies		500	50	50	50	50	50	750
	Auto and Mileage Expenses		200	200	200	200	200	200	1,200
	TOTAL SG&A	76,925	7,553	9,470	9,534	16,684	17,465	18,370	156,000

(1) Assumes a salary of \$45,000 per year

(2) Assumes a salary of \$36,000 per year

(3) Assumes first month's rent is paid in Item 7 expenses. Also assumes 1000 sf at \$30/foot

(4) Based on historical averages and recommendations made in training

(5) Royalty Fees and Marketing Fees do not begin until the 7th month after signing a franchise agreement. This assumes a 3 month Pre launch.

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

Many factors, including, but not necessarily limited to, location, management capabilities and local market conditions are unique to each Office and may significantly impact the financial performance of your Office. You are responsible for developing your own business plan for your office, including budgets, financial statements, projections and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business and legal advisors to assist you to develop projections that fit your own situation. You should prepare your own projections and budgets and independently assess the potential financial performance of your office. In developing your business plan

for your office, you are cautioned to make necessary allowances for changes in sales, expenses, or both that may result from the operation of your office during periods of, or in geographic areas suffering from, economic downturns, inflation, unemployment, or other negative economic influences.

We will, upon reasonable request, provide you with written substantiation of the data presented above. Except as stated above in this Item 19, we do not otherwise furnish to prospective franchisees any oral or written information concerning actual or potential sales, costs, income or profits of any Nextaff Office.

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ITEM 20**OUTLETS AND FRANCHISEE INFORMATION**

TABLE NO. 1
SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS 2018 TO 2020

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2018	10	14	+4
	2019	14	20	+6
	2020	20	23	+3
Company-Owned	2018	32	55	+23
	2019	55	61	+6
	2020	61	40	-21
Total Outlets	2018	42	69	+27
	2019	69	81	+12
	2020	81	63	-18

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO
NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2018-2020

State	Year	Number of Transfers
None	2018	0
	2019	3
	2020	0

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2018-2020

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Arizona	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
California	2018	0	2	0	0	0	0	2
	2019	2	0	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Colorado	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Florida	2018	2	0	0	0	0	1	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Georgia	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
Illinois	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Iowa	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Kansas	2018	2	1	0	0	0	0	3
	2019	3	0	0	0	0	0	3
	2020	3	0	0	0	1	0	3
Michigan	2018	0	1	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Mississippi	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Missouri	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
	2018	0	0	0	0	0	0	0

State	Year	Outlets at Startof Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of Year
Nebraska	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
North Carolina	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Oregon	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Pennsylvania	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Tennessee	2018	0	0	0	0	0	0	0
	2019	0	1	0	0	0	0	1
	2020	1	0	0	0	0	0	1
Texas	2018	1	0	0	0	0	0	1
	2019	1	1	0	0	0	0	2
	2020	2	0	0	0	0	0	2
Washington	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
	2020	0	1	0	0	0	0	1
TOTAL	2018	10	5	0	0	0	1	14
	2019	14	6	0	0	0	0	20
	2020	20	3	0	0	1	0	23

TABLE NO. 4
STATUS OF COMPANY- OWNED OUTLETS
FOR YEARS 2018-2020

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Alabama	2018	2	0	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
Arizona	2018	0	1	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	1	0	0
Georgia	2018	4	0	0	0	0	4
	2019	4	1	0	0	0	5
	2020	5	0	0	2	0	3
Illinois	2018	0	14	0	0	0	14
	2019	14	0	0	0	0	14
	2020	14	0	0	2	0	12
Indiana	2018	4	0	0	0	0	4
	2019	4	2	0	0	0	6
	2020	6	0	0	2	0	4
Kansas	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
	2020	1	0	0	1	0	0
Kentucky	2018	14	0	0	3	0	11
	2019	11	0	0	1	0	10
	2020	10	0	0	3	0	7
Missouri	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
	2020	1	0	0	0	0	1
Michigan	2018	3	1	0	0	0	4
	2019	4	0	0	0	0	4
	2020	4	0	0	0	0	4
Minnesota	2018	3	0	0	0	0	3
	2019	3	0	0	0	0	3
	2020	3	0	0	3	0	0
Nebraska	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
	2020	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
New Jersey	2018	0	0	0	0	0	0
	2019	0	1	0	0	0	1
	2020	1	00	0	0	0	1
North Carolina	2018	0	2	0	0	0	2
	2019	2	0	0	0	0	2
	2020	2	0	0	0	0	2
TOTAL	2018	32	26	0	3	0	55
	2019	55	11	0	5	0	61
	2020	61	0	0	21	0	40

**TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2020**

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets In the Current Fiscal Year	Projected New Company Owned Outlets In The Current Fiscal Year
California	2	0	0
Colorado	2	0	0
Florida	0	2	0
Texas	0	2	0
Total	4	4	0

The names, addresses, phone numbers and locations of our franchisees in operation as of December 31, 2020 are listed in Exhibit F.

Listed below is the name and last known address and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year or who has not communicated with NEXTAFF within ten weeks of the date of this Franchise Disclosure Document:

None

During the last three fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

There are no trademark specific franchisee associations that we sponsor or that has requested to be included in our Franchise Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Exhibit A is our audited financial statements dated as of December 31, 2020, December 18, 2019 and December 31, 2018.

ITEM 22

CONTRACTS

Franchise Agreement	Exhibit B
Disclosure Acknowledgement Agreements	Exhibit E
General Release	Exhibit G
Security Agreement	Exhibit I
Franchise Disclosure Document Receipts	Exhibit K

ITEM 23

RECEIPTS

Exhibit K is a detachable document, in duplicate, to use for acknowledging receipt of the Franchise Disclosure Document with all exhibits attached.

EXHIBIT A
FINANCIAL STATEMENTS

NEXTAFF GROUP, LLC

FINANCIAL REPORT

December 31, 2020

Jones, Nale & Mattingly PLLC

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Jones, Nale & Mattingly PLC



Jones, Nale & Mattingly PLC

INDEPENDENT AUDITOR'S REPORT

To the Members of
Nextaff Group, LLC
Louisville, Kentucky

We have audited the accompanying financial statements of Nextaff Group, LLC, which comprise the balance sheet as of December 31, 2020, and the related statements of operations and members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

- 1 -

Certified Public Accountants and Advisors

401 West Main Street, Suite 1100 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589-1680 www.jnmcpa.com

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nextaff Group, LLC as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Jones, Nale & Mattingly P.C.

Louisville, Kentucky
April 14, 2021

NEXTAFF GROUP, LLC

BALANCE SHEET
December 31, 2020

ASSETS	
CURRENT ASSETS	
Cash	\$ 75,644
Trade receivables, net	5,693,685
Notes receivable, current portion	60,403
Prepaid expenses	<u>174,801</u>
Total current assets	<u>6,004,533</u>
PROPERTY AND EQUIPMENT	
Office equipment and software	11,713
Furniture and fixtures	<u>10,254</u>
	21,967
Less accumulated depreciation	<u>13,079</u>
	<u>8,888</u>
OTHER ASSETS	
Deposits	16,485
Goodwill, net	410,142
Interest receivable, related party	650
Note receivable, related party	38,500
Notes receivable, less current portion	<u>73,529</u>
	<u>539,306</u>
	<u>\$ 6,552,727</u>
LIABILITIES AND MEMBERS' EQUITY	
CURRENT LIABILITIES	
Accounts payable	\$ 65,068
Related party note payable, current portion	71,949
Related party payables	1,595,479
Due to members	167,250
Accrued expenses	<u>2,607,839</u>
Total current liabilities	<u>4,507,585</u>
LONG-TERM LIABILITIES	
Related party note payable, less current portion	233,918
Note payable	<u>149,900</u>
	<u>383,818</u>
Total liabilities	4,891,403
MEMBERS' EQUITY	
	<u>1,661,324</u>
	<u>\$ 6,552,727</u>

The Notes to Financial Statements are an integral part of this statement.

NEXTAFF GROUP, LLC
STATEMENT OF OPERATIONS AND MEMBERS' EQUITY
Year Ended December 31, 2020

Revenues	\$ 25,952,983
Cost of revenues	<u>25,509,084</u>
Gross profit	443,899
General and administrative expenses	<u>1,326,861</u>
Operating income	<u>(882,962)</u>
Other income	
Paycheck protection program income	2,720,800
Other income	6,406
Interest income	<u>650</u>
Total other income	<u>2,727,856</u>
Net income	1,844,894
Members' equity, beginning of period	251,088
Contributions by members	2,000
Redemption of members' interests	(242,250)
Distributions to members	<u>(194,408)</u>
Members' equity, end of period	<u>\$ 1,661,324</u>

The Notes to Financial Statements are an integral part of this statement.

NEXTAFF GROUP, LLC

STATEMENT OF CASH FLOWS
Year Ended December 31, 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	\$ 1,844,894
Adjustments to reconcile net income to net cash	
(used in) operating activities:	
Depreciation and amortization	75,345
Paycheck protection program income	(2,720,800)
Changes in assets and liabilities, net of the effects of	
investing and financing activities:	
Trade receivables	(3,030,812)
Prepaid expenses	(143,592)
Deposits	(16,485)
Notes receivable	(33,132)
Interest receivable	(650)
Accounts payable	8,738
Related party payables	(420,721)
Accrued expenses	2,023,699
Net cash (used in) operating activities	<u>(2,413,516)</u>
CASH FLOWS FROM INVESTING ACTIVITIES	
Issuance of related party note receivable	(37,500)
Purchase of property and equipment	(6,499)
Net cash (used in) investing activities	<u>(43,999)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Borrowings on long-term debt	149,900
Paycheck protection program proceeds	2,720,800
Principal payments on related party note	(69,133)
Payments on redemption of members' interests	(75,000)
Contributions by members	1,000
Distributions to members	(194,408)
Net cash provided by financing activities	<u>2,533,159</u>
Net increase in cash	75,644
Cash:	
Beginning	<u>--</u>
Ending	<u>\$ 75,644</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash payments for interest	<u>\$ 79,751</u>

NON-CASH FINANCING ACTIVITY

On December 31, 2020, certain members' interest was redeemed for \$242,250. Payment for the redemption was \$75,000 cash and an accrued liability of \$167,250 due to members.

The Notes to Financial Statements are an integral part of this statement.

NEXTAFF GROUP, LLC

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies

Nature of operations

Nextaff Group, LLC (the Company) is a franchisor which sells and provides support services to individual franchisees in the human resources industry. The Company provides support services to franchisees operating in sixteen states. In addition, the Company operates as a staffing provider by providing services which include short-term staffing assignments, contract staffing, staff augmentation, long-term or indefinite-term onsite management and direct placement. The Company was formed on August 1, 2016 when it acquired the assets of Nextaff, LLC. As a limited liability company, the members' liability is limited to their capital investment. Four franchises were sold in 2020, five were in development at December 31, 2020, and a total of 24 units were in operation at December 31, 2020.

Use of estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Trade receivables and allowance for uncollectible accounts

Trade receivables are carried at their net realizable value. Trade credit is generally extended on a short-term basis of 30 to 60 days and does not bear interest. The Company's trade receivables are due from customers throughout the United States. Accounts will be written off as uncollectible after all collection efforts have been exhausted or when management determines it is no longer reasonable to expect payment from the customer.

The Company uses the allowance method to account for uncollectible accounts receivable. Management maintains an allowance for potential credit losses based on its assessment of the current status of the customer accounts.

Notes receivables

Notes receivable are generally extended for a period of 12 to 36 months to franchisees to fund the purchase of franchises, do not bear interest, and are unsecured. The Company makes annual assessments of the expected realization of notes receivable based upon the financial condition of the franchisees. An allowance for uncollectible notes receivable is recognized in the amount of any impaired loans. The Company considers notes receivable to be fully collectible and therefore no allowance has been recorded as of December 31, 2020.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Property and equipment

Property and equipment is recorded at cost. Maintenance and repairs are charged to expense as incurred. When property or equipment is retired or otherwise disposed of, the cost is removed from the asset account and the related accumulated depreciation is adjusted with the difference being charged to income. Depreciation expense is provided for by using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and fixtures	5-7 years
Office equipment and software	3-5 years

Depreciation expense for the year ended December 31, 2020 was \$3,342.

Goodwill

The Company has classified \$690,030 in excess of the purchase price of Nextaff, LLC over the fair value of identifiable net assets acquired as goodwill. The Company also repurchased a franchisee and has recorded \$30,000 of excess cash paid over the fair value of the identifiable net assets acquired to repurchase the franchise.

Goodwill consists of the following as of December 31, 2020:

Balance, beginning of year	\$ 720,030
Accumulated amortization	(309,888)
Balance, end of year	<u>\$ 410,142</u>

The goodwill is being amortized on a straight-line basis over a period of ten years. Amortization expense for the year ended December 31, 2020 was \$72,003 and is included in general and administrative expenses in the accompanying statement of operations and members' equity.

When a triggering event occurs, the Company is required to evaluate goodwill for any impairment and adjust it to reflect any impairment losses. Management tests for impairment by comparing the fair value of the entity to the carrying value (book value). Fair value is determined based on the history and nature of the business; the economic outlook for the entity and the industry; and the earnings capacity and financial condition of the entity compared to industry standards, all of which include significant unobservable inputs. For the year ended December 31, 2020 there have been no events to trigger the testing for goodwill impairment.

Income taxes

The Company has elected to be taxed as a partnership for federal income tax purposes and files income tax returns in the U.S. federal jurisdiction and state and local jurisdictions. Accordingly, no income taxes are provided in the financial statements since the taxable income is reported by the members on their individual tax returns.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Income taxes (continued)

The Company's accounting policy provides that a tax expense/benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. Management believes the Company has no uncertain tax positions resulting in an accrual of tax expense or benefit.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalties in operating expenses. The Company did not recognize any interest or penalties during the year ended December 31, 2020.

The Company's federal and state income tax returns are subject to examination by the taxing authorities until the expiration of the related statutes of limitations on those returns. In general, the federal income tax returns have a three year statute of limitations, and the state income tax returns have a four year statute of limitations.

Revenue recognition

Adoption of accounting pronouncements

The Company adopted ASU 2014-09, *Revenue from Contracts with Customers* as of January 1, 2020. The new standard replaces existing revenue recognition rules with a single comprehensive model to use in accounting for revenue arising from contracts with customers.

The Company applied the new standard to all customer contracts as of January 1, 2020 using a modified retrospective method. Under this method, the new accounting standard is applied to the most recent contract period presented, recognizing the cumulative effect of the accounting as an adjustment to the beginning balance of members' equity. The adoption of ASU 2014-09 had no material impact on earnings or equity of the Company.

The Company also adopted ASU 2021-02, *Franchisors—Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient*. The amendments in ASU 2021-02 provide a practical expedient related to FASB *Accounting Standards Codification* (FASB ASC) 606, *Revenue from Contracts with Customers*, that permit franchisors to account for pre-opening services provided to a franchisee as distinct from the franchise. Additionally, amendments in ASU 2021-02 provide an accounting policy election to recognize the pre-opening services as a single performance obligation.

Performance obligations

The Company's principal source of revenues are from staffing placements generated by the franchisees. The Company also records the related staffing expenses. Although these staffing expenses are funded by the franchisees, accounting guidance requires the Company to report these fees on a gross basis as both revenues and expense. The Company recognizes revenue when it satisfies a performance obligation of providing the staffing placements to the franchisees. A performance obligation is a promise in a contract to transfer a distinct good or service to a customer.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Revenue recognition (continued)

Performance obligations (continued)

The performance obligations related to royalty fees, which are a percentage of staffing placements, are recognized as revenues when the underlying sales occur. Marketing fees are also determined as a percentage of staffing placements and are intended to reimburse the Company for expenses associated with marketing and advertising and other related services.

The Company receives non-refundable initial franchise fees when the franchise contract has been entered into, which are recognized as revenues as the performance obligations such as site selection and training have been substantially performed. The Company received \$104,000 for initial franchise fees during the year ended December 31, 2020.

The Company also earns revenues from a franchisor-owned franchise (Overland Park). Revenues are recognized upon the completion of staffing placements for customers of Overland Park. The statement of operations and members' equity include the following amounts for the franchisor-owned franchise during the year ended December 31, 2020:

Revenues	\$ 1,150,010
Expenses:	
Cost of revenues	1,083,605
General and administrative expenses	201,454
Net loss	<u>\$ (135,049)</u>

Significant judgments

Revenues from franchise fees received are recognized as performance obligations of the franchise contract are completed. Performance obligations include the Company's site selection for the new franchise and training for the franchisee, including new owners, sales, operations and back-office training. These performance obligations are usually completed within the first four months after the franchise agreement is signed.

The Company has made judgments regarding transaction price, including but not limited to site selection and training. When determined to be significant in the context of the contract, these items are considered in the valuation of transaction price at contract inception or modification, as appropriate.

Multiple performance obligations

Revenues generated by staffing placements are recognized at the time of the staffing placement. Royalty fees are a percentage of staffing placements and are recognized as revenues when the underlying sales occur. The Company receives a non-refundable franchise fee from the franchisee and recognizes the revenues at the time site selection and training for the new franchise are completed. The Company also recognizes revenue from a franchisor-owned franchise, at the time of the staffing placements.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Revenue recognition (continued)

Disaggregation of revenue

Revenues from contracts with customers include staffing revenue, royalty fees, and franchisor-owned staffing revenues which are recognized at a point in time. Revenues that are satisfied over time include franchise fees from initial franchise contracts. Revenues for the year ended December 31, 2020 are as follows:

Staffing revenues	\$ 23,500,625
Franchisor-owned franchise revenues	1,150,010
Royalty fees	1,073,498
Direct hire	124,850
Franchise fees	104,000
Revenues	<u>\$ 25,952,983</u>

Contract assets

Contract assets include unbilled receivables on trade accounts. The balance in contract assets was \$554,534 and \$226,664 as of December 31, 2020 and 2019, respectively.

Advertising costs

Advertising costs are expensed as incurred and are included in general and administrative expenses. Advertising costs for the year ended December 31, 2020 were \$79,751.

Recent accounting pronouncement

In February 2016, the FASB issued ASU 2016-02, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the statement of income. This standard will be effective for the year ending December 31, 2022.

Management is currently in the process of evaluating the impact of the adoption of this ASU on the financial statements.

Subsequent events

Management has evaluated subsequent events through April 14, 2021, the date the financial statements were available to be issued.

NOTES TO FINANCIAL STATEMENTS

Note 2. Trade Receivables

Trade receivables are comprised of the following as of December 31, 2020:

Trade accounts receivable	\$ 5,157,647
Unbilled receivables on trade accounts	554,534
Other accounts receivable	40,000
Allowance for doubtful accounts	(58,496)
	<u>\$ 5,693,685</u>

Note 3. Notes Receivable

During 2020, the Company extended notes receivable to two franchisees in the amounts of \$24,000 and \$53,932 to be repaid in monthly installments with maturity dates of December 1, 2021 and September 30, 2026, respectively.

The Company also has an outstanding receivable with a balance \$56,000 from a prior year agreement with a franchisee. The receivable is being repaid in monthly installments with a maturity date of November 1, 2022.

Note 4. Related Party Transactions

Management Registry, Inc., a related party through common ownership, provides professional employer and staffing services to the Company. Included in cost of revenues during the year ended December 31, 2020 are expenses to the related party of \$172,582. Interest is charged by the related party based on debt it carries that is attributed to the Company. Included in general and administrative expenses for the year ended December 31, 2020 is interest expense of \$60,046. Payables owed to the related party at December 31, 2020 were \$1,595,479.

The Company also entered into a promissory note with Management Registry, Inc. on December 1, 2019. The note payable is unsecured, bears interest of 4% at December 31, 2020 and matures December 1, 2024. Included in general and administrative expenses for the year ended December 31, 2020 is interest expense of \$14,761. Maturities of the note payable subsequent to December 31, 2020, are as follows:

Years ending December 31:	
2021	\$ 71,949
2022	74,881
2023	77,931
2024	81,106
	<u>\$ 305,867</u>

The Company has an unsecured note receivable with one of its members for \$38,500 which bears interest at 4% and is to be repaid by July 28, 2030.

NOTES TO FINANCIAL STATEMENTS

Note 5. Long-term Debt

In 2020, the Company received a \$149,900 Economic Injury Disaster Loan from the United States Small Business Administration (SBA). The loan is secured by substantially all assets of the Company. The loan bears interest at a rate of 3.75% and is payable in monthly installments of interest and principal over a period of 30 years, beginning one year from the distribution date.

Future maturities of long-term debt are as follow:

Years ending December 31:	
2021	\$ --
2022	--
2023	2,476
2024	3,207
2025	3,347
Thereafter	140,870
	<u>\$ 149,900</u>

Note 6. Lease Commitments

During 2020, the Company leased office and storage space under month-to-month operating leases. Rental expense for all operating leases was \$76,435 for the year ended December 31, 2020.

In 2020, the Company also signed a long-term lease agreement for office space with a related deposit of \$16,485. The lease commences on January 1, 2021 and ends in February 2028.

The future minimum payments due under the lease agreement are as follows:

Years ending December 31:	
2021	\$ 139,314
2022	169,798
2023	172,997
2024	176,259
2025	179,587
Thereafter	400,597
	<u>\$ 1,238,552</u>

NOTES TO FINANCIAL STATEMENTS

Note 7. Commitments and Contingencies

The Company is party to various legal actions arising in the ordinary course of its business. In management's opinion, the Company has sufficient contract rights and/or adequate legal defenses regarding these actions and does not believe they will materially affect the Company's operations or financial position.

During the year ended December 31, 2020, there was a redemption of certain members' interests. A final redemption of the remaining units of the minority members is required within 30 days of receiving legal release from the forgivable loan (see Note 8).

During 2020, the Company adopted a provision of the Coronavirus, Aid, Relief and Economic Security (CARES) Act which allowed employers the opportunity to defer payment of the employer's share of Social Security tax (6.2%) for any payroll paid between March 27, 2020 and December 31, 2020. The Company will have until December 31, 2021, to pay 50% of the deferred employer taxes, and the remaining 50% is due on December 31, 2022. There is no penalty for early repayment. The total deferred employer tax as of December 31, 2020 was \$736,500 and is included in accrued expenses on the balance sheet.

On December 30, 2020, the Company entered into a financing agreement with a bank. The maximum amount to be advanced is limited to 90% of the total amount of undisputed accounts receivable. The financing agreement is secured by substantially all assets of the Company and is personally guaranteed by the two majority members. Amounts advanced bear interest at prime plus 1% with a minimum rate of 3.25% (4.25% at December 31, 2020). There was no balance due as of December 31, 2020.

On December 30, 2020, the Company signed a \$500,000 promissory note agreement with a bank. The note bears interest at a rate of prime plus 4% (7.25% at December 31, 2020) and is payable in monthly installments of principal and interest, starting February 1, 2021, over a period of three years. The bank is entitled to withhold any amounts owed under the financing agreement (discussed above) against installments due under this note. The note is personally guaranteed by the two majority members. The note was funded on February 1, 2021.

Future maturities under this commitment are as follows:

Years ending December 31:	
2021	\$ 141,446
2022	165,377
2023	177,774
2024	15,403
	<u>\$ 500,000</u>

NOTES TO FINANCIAL STATEMENTS

Note 8. Forgivable Loan

In April 2020, the Company applied for and was granted a forgivable loan of \$2,720,800 from the SBA Payroll Protection Program (PPP). Under the CARES Act, subject to limitations, as defined, the loan may be partially or fully forgiven, depending on specified actual payroll and other qualified costs for the covered period following receipt of the loan. Any amount not forgiven will be payable in 17 monthly installments of principal and interest at 1% and will be unsecured. The Company has accounted for the forgivable loan as a government grant in accordance with IAS 20, as permitted by FASB ASC 105, which permits considering a nonauthoritative source when the accounting for the transaction is not specified in the FASB ASC. The Company has recognized forgiveness of debt since it expects to meet all conditions for forgiveness of the PPP loan. As such, in accordance with IAS 20, the Company has recognized \$2,720,800 of the forgivable loan proceeds as other income during the year ended December 31, 2020, based on payroll and other qualified expenses.

Note 9. Risks and Uncertainties

Local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impact to the Company as of April 14, 2021, management believes that a material impact on the Company's financial position and results of future operations is reasonably possible.



Jones, Nale & Mattingly PLC

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Members of
Nextaff Group, LLC
Louisville, Kentucky

We have audited the financial statements of Nextaff Group, LLC as of and for the year ended December 31, 2020, and our report thereon dated April 14, 2021, which expressed an unmodified opinion on those financial statements, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Jones, Nale & Mattingly, P.C.

Louisville, Kentucky
April 14, 2021

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Certified Public Accountants and Advisors
401 West Main Street, Suite 1100 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589-1680 www.jnmcpa.com

NEXTAFF GROUP, LLC

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
Year Ended December 31, 2020

Management services	\$ 596,980
Professional fees	165,360
Office supplies, software, and equipment expense	121,412
Advertising	79,751
Interest	77,197
Rent	76,435
Depreciation and amortization	75,345
Miscellaneous	43,477
Travel and entertainment	26,468
Insurance	25,775
Telephone and internet	12,526
Charitable contributions	9,143
Repairs and maintenance	6,261
Employment screening	4,975
Dues and subscriptions	3,557
Postage	2,199
	<u>\$ 1,326,861</u>



Jones, Nale & Mattingly PLC

To the Members of
Nextaff Group, LLC
Louisville, Kentucky

We have audited the financial statements of Nextaff Group, LLC (the Company) for the year ended December 31, 2020, and we will issue our report thereon dated April 14, 2021. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated February 23, 2021. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Company are described in Note 1 to the financial statements. As described in Note 1, the Company changed accounting policies related to revenue recognition by adopting FASB Accounting Standards Updates No. 2014-09, *Revenue from Contracts with Customers* and No. 2021-02, *Franchisors—Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient*, in 2020. The policies were applied using a modified retrospective method. Under this method, the new accounting standard is applied to the most recent contract period presented, recognizing the cumulative effect of the accounting as an adjustment to the beginning balance of members' equity. We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was:

Management's estimate of the allowance for uncollectible accounts is based on management's estimate of the potential credit losses based on its assessment of the current status of the customer accounts. We evaluated the key factors and assumptions used to develop the collateral reserve in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Certified Public Accountants and Advisors

401 West Main Street, Suite 1100 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589-1680 www.jnmcpa.com

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The attached schedule summarizes the uncorrected misstatement of the financial statements. Management has determined that its effect is immaterial, both individually and in the aggregate, to the financial statements taken as a whole. The second attached schedule summarizes the misstatements detected as a result of audit procedures that were corrected by management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated April 14, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Company's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

With respect to the supplementary information accompanying the financial statements, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with U.S. generally accepted accounting principles, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

This information is intended solely for the use of Members and management of Nextaff Group, LLC and is not intended to be, and should not be, used by anyone other than these specified parties.

Jones, Nale & Mattingly PLC

Louisville, Kentucky
April 14, 2021

Jones, Nale & Mattingly PLC

Nextaff Group, LLC
Schedule of Proposed Audit Adjustments
December 31, 2020

Description	Debit	Credit	Increase / (Decrease) in Net Income
Revenues	\$ 15,723		\$ (15,723)
Accounts Receivable		\$ 15,723	
To adjust revenues for billing corrections	<u>15,723</u>	<u>15,723</u>	
		<i>Decrease in Net Income</i>	<u>\$ (15,723)</u>

Jones, Nale & Mattingly PLLC

Nextaff Group, LLC
Schedule of Audit Adjustments
December 31, 2020

Description	Debit	Credit	Increase / (Decrease) in Net Income
Depreciation and amortization	\$ 324		\$ (324)
Accumulated depreciation		\$ 324	
To adjust depreciation expense	<u>324</u>	<u>324</u>	
Income taxes	2,082		(2,082)
Prepaid expenses		2,028	
To expense Louisville city taxes paid during 2020 (overpayment applied)	<u>2,082</u>	<u>2,028</u>	
Prepaid Expenses	21,459		
Furniture & Fixtures		21,459	
To reclass down payment on fixed asset to prepaids	<u>21,459</u>	<u>21,459</u>	
Goodwill	1,200		
Depreciation and amortization		1,200	1,200
To adjust amortization expense	<u>1,200</u>	<u>1,200</u>	
Interest	1,020		(1,020)
Accrued Interest		1,020	
To record interest accrual at 12/31/20	<u>1,020</u>	<u>1,020</u>	
Salaries & Wages	12,303		(12,303)
Accrued Wages		12,303	
To accrue internal wages through 12/31/20	<u>12,303</u>	<u>12,303</u>	
Interest	40,580		(40,580)
Intercompany - To MRI		40,580	
To record additional interest due on Intercompany note balance	<u>40,580</u>	<u>40,580</u>	
General Taxes	175		(175)
Intercompany - To MRI		175	
To record LLET Payment made by MRI on behalf of Nextaff	<u>175</u>	<u>175</u>	
Advertising	4,368		(4,368)
Employee Relations	34		(34)
System Usage Fees	3,578		(3,578)
Other Receivable		7,980	
To expense items for Overland Park included in franchisee receivables	<u>7,980</u>	<u>7,980</u>	
Unbilled Revenue	510,420		
Gross Margin Paid to Offices	137,792		(137,792)
Staffing Wages	372,629		(372,629)
Prepaid Marketing Fund		2,150	
Gross Margin Due to Offices		112,515	
Accrued Wages		372,629	
Royalty and Service Fee Income		23,127	23,127
Staffing Revenue		510,420	510,420
To record Sales and Related COGS earned before year end but billed in January	<u>1,020,841</u>	<u>1,020,841</u>	
Cost of revenues	95,353		(95,353)
Gross margins due to offices		95,353	
To adjust gross margin to actual	<u>95,353</u>	<u>95,353</u>	
Distributions - Cary Daniels	12,075		
Accounts Payable		12,075	

Jones, Nale & Mattingly PLC

Nextaff Group, LLC
Schedule of Audit Adjustments
December 31, 2020

Description	Debit	Credit	Increase / (Decrease) in Net Income
To adjust a payment made to Cary in December to distributions	<u>12,075</u>	<u>12,075</u>	
Other Receivable	1,000		
Note Receivable - NXT Owners	1,000		
Cary Capital Account		1,000	
James Capital Account		1,000	
To adjust capital accounts for warrants exercised	<u>2,000</u>	<u>2,000</u>	
Retained Earnings	251,090		
Joe Malone Capital Account		25,108	
Terry Malone Capital Account		112,991	
Tim Malone Capital Account		112,991	
To allocate beginning members equity to each members' account	<u>251,090</u>	<u>251,090</u>	
Distributions - Cary Daniels	132,333		
Distributions - Joe Malone	5,000		
Distributions - Terry Malone	22,500		
Distributions - Tim Malone	22,500		
Distributions		182,333	
To allocate member distributions to individual accounts	<u>182,333</u>	<u>182,333</u>	
Joe Malone Capital Account	25,500		
Terry Malone Capital Account	108,375		
Tim Malone Capital Account	108,375		
Note Receivable - NXT Owners		75,000	
Due to Shareholder for member interest redemption		167,250	
To record member interest redemption effective 12/31/20	<u>242,250</u>	<u>242,250</u>	
		<i>Decrease in Net Income</i>	<u>\$ (135,491)</u>

Jones, Nale & Mattingly PLC

NEXTAFF GROUP, LLC
FINANCIAL REPORT

December 31, 2019

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Jones, Nale & Mattingly PLC

INDEPENDENT AUDITOR'S REPORT

To the Members of Nextaff
Group, LLC Louisville,
Kentucky

We have audited the accompanying financial statements of Nextaff Group, LLC, which comprise the balance sheet as of December 31, 2019, and the related statements of operations and members' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

- 1 -

Certified Public Accountants and Advisors

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www.jnmcpa.com

HB: 4817-0843-2358.1

Exhibit A-4 - Financial Statements
to Franchise Disclosure Document

Jones, Nale & Mattingly PLC

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Nextaff Group, LLC as of December 31, 2019, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Jones, Nale & Mattingly P.C.

Louisville, Kentucky
April 15, 2020

The Notes to Financial Statements are an integral part of this statement.

NEXTAFF GROUP, LLC

BALANCE SHEET

December 31, 2019

ASSETS

CURRENT ASSETS

Trade receivables, net	\$ 2,662,873
Notes receivable, current portion	54,800
Prepaid expenses	31,209
Total current assets	<u>2,748,882</u>

PROPERTY AND EQUIPMENT

Office equipment and software	11,713
Furniture and fixtures	3,755
	<u>15,468</u>
Less accumulated depreciation	<u>9,737</u>
	<u>5,731</u>

OTHER ASSETS

Goodwill, net	482,145
Notes receivable, long-term	46,000
	<u>528,145</u>
	<u>\$ 3,282,758</u>

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES

Accounts payable	\$ 56,330
Related party payables	2,016,200
Accrued expenses	584,140
Current maturities of related party note payable	69,133
Total current liabilities	<u>2,725,803</u>

LONG-TERM LIABILITIES

Related party note payable, less current maturities	305,867
Total liabilities	3,031,670

MEMBERS' EQUITY

<u>251,088</u>
<u>\$ 3,282,758]</u>

The Notes to Financial Statements are an integral part of this statement.

NEXTAFF GROUP, LLC

STATEMENT OF OPERATIONS AND MEMBERS' EQUITY

Year Ended December 31, 2019

Revenues	\$ 19,657,657
Cost of revenues	<u>18,363,094</u>
Gross profit	1,294,563
General and administrative expenses	<u>1,202,015</u>
Net income	92,548
Members' equity, beginning of period	<u>158,540</u>
Members' equity, end of period	<u>\$ 251,088</u>
	<u> </u>

The Notes to Financial Statements are an integral part of this statement.

NEXTAFF GROUP, LLC
STATEMENT OF CASH FLOWS
Year Ended December 31, 2019

CASH FLOWS FROM OPERATING ACTIVITIES

Net income	\$ 92,548
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	74,407
Changes in assets and liabilities, net of the effects of investing activities:	
Trade receivables	(826,919)
Prepaid expenses	971
Notes receivable	(100,800)
Accounts payable	28,113
Related party payables	562,133
Accrued expenses	205,045
Net cash provided by operating activities	<u>35,498</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Purchase of property and equipment	(5,498)
Repurchase of franchise	(30,000)
Net cash (used in) investing activities	<u>(35,498)</u>
Net increase (decrease) in cash	--

Cash:

Beginning	<u>--</u>
Ending	<u>\$ --</u>

**SUPPLEMENTAL DISCLOSURES OF CASH FLOW
INFORMATION**

Cash payments for interest	<u>\$ 86,135</u>
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The Notes to Financial Statements are an integral part of this statement.

NEXTAFF GROUP, LLC

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies

Nature of Operations

Nextaff Group, LLC (the Company) is a franchisor which sells and provides support services to individual franchisees in the human resources industry. The Company provides support services to franchisees operating in sixteen states. In addition, the Company operates as a staffing provider by providing services which include short-term staffing assignments, contract staffing, staff augmentation, long-term or indefinite-term onsite management and direct placement. The Company was formed on August 1, 2016 when it acquired the assets of Nextaff, LLC. As a limited liability company, the members' liability is limited to their capital investment. Nine franchises were sold in 2019, two of these were in development at December 31, 2019, and a total of 18 units were in operation at December 31, 2019. The Company also purchased a franchise from a franchisee during 2019. This franchisor-owned franchise was in operation during 2019.

On October 29, 2019, the Company changed its name from Malone Nextaff, LLC to Nextaff Group, LLC.

Use of estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Trade receivables and allowance for uncollectible accounts

Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis of 30 to 60 days and does not bear interest. The Company's trade receivables are due from customers throughout the United States. Accounts will be written off as uncollectible after all collection efforts have been exhausted or when management determines it is no longer reasonable to expect payment from the customer.

The Company uses the allowance method to account for uncollectible accounts receivable. Management maintains an allowance for potential credit losses based on its assessment of the current status of the customer accounts.

Notes receivables

The Company extended interest free financing to two franchisees to fund the purchase of additional franchises from the Company. Notes receivable are generally extended for a period of 12 to 36 months, do not bear interest, and are unsecured. The Company makes annual assessments of the expected realization of notes receivable based upon the financial condition of the franchisees. An allowance for uncollectible notes receivable is recognized in the amount of any impaired loans. The Company considers notes receivable to be fully collectible and therefore no allowance has been recorded as of December 31, 2019.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Property and equipment

Property and equipment is recorded at cost. Maintenance and repairs are charged to expense as incurred. When property or equipment is retired or otherwise disposed of, the cost is removed from the asset account and the related accumulated depreciation is adjusted with the difference being charged to income. Depreciation expense is provided for by using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and fixtures	5-7 years
------------------------	-----------

Office equipment and software	3-5 years
-------------------------------	-----------

Depreciation expense for the year ended December 31, 2019 was \$3,279. Goodwill

The Company has classified \$690,030 in excess of the purchase price of Nextaff, LLC over the fair value of identifiable net assets acquired as goodwill. During 2019, the Company repurchased a franchisee and has recorded \$30,000 of excess cash paid over the fair value of the identifiable net assets acquired to repurchase the franchise.

Changes in the gross carrying amounts of goodwill and accumulated amortization for the year ended December 31, 2019 is as follows:

Balance as of January 1, 2019	\$ 690,030
Goodwill acquired during the year	30,000
	720,030
Accumulated amortization	(237,885)
Goodwill, net as of December 31, 2019	<u>\$ 482,145</u>

The goodwill is being amortized on a straight-line basis over a period of ten years. Amortization expense for the year ended December 31, 2019 was \$71,128 and is included in general and administrative expenses in the accompanying statement of operations and members' equity.

When a triggering event occurs, the Company is required to evaluate goodwill for any impairment and adjust it to reflect any impairment losses. Management tests for impairment by comparing the fair value of the entity to the carrying value (book value). Fair value is determined based on the history and nature of the business; the economic outlook for the entity and the industry; and the earnings capacity and financial condition of the entity compared to industry standards, all of which include significant unobservable inputs. For the year ended December 31, 2019 there have been no events to trigger the testing for goodwill impairment.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Income taxes

The Company has elected to be taxed as a partnership for federal income tax purposes and files income tax returns in the U.S. federal jurisdiction and state and local jurisdictions. Accordingly, no income taxes are provided in the financial statements since the taxable income is reported by the members on their individual tax returns.

The Company's accounting policy provides that a tax expense/benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. Management believes the Company has no uncertain tax positions resulting in an accrual of tax expense or benefit.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalty in operating expenses. The Company did not recognize any interest or penalties during the year ended December 31, 2019.

The Company's federal and state income tax returns are subject to examination by the taxing authorities until the expiration of the related statutes of limitations on those returns. In general, the federal income tax returns have a three year statute of limitations, and the state income tax returns have a four year statute of limitations.

Revenue recognition

The Company's revenues are comprised of revenues generated by the franchises, royalty fees, and the sale of franchises. The Company records staffing revenues from the staffing placements generated by the franchisees and records the related staffing expenses. The Company also records a royalty fee based on a percentage of collected franchise revenues. In addition, the Company records revenues from the sale of franchises. The franchise fees are payable upon the execution of the agreements and are nonrefundable. Revenues from sales of franchises are recognized when substantially all significant services to be provided by the Company have been performed. Franchise fee revenue for the year ended December 31, 2019 was \$304,000.

The Company also earns revenues from a franchisor-owned franchise (Overland Park) that was acquired from a previous franchisee during 2019. Revenues are recognized upon the completion of staffing placements for customers of Overland Park. The statement of operations and members' equity include the following amounts for the franchisor-owned franchise during the year ended December 31, 2019:

Revenues	\$ 319,985
Expenses:	
Cost of revenues	275,838
General and administrative expenses	69,149
Net loss	<u>\$ (25,002)</u>

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Advertising costs

Advertising costs are expensed as incurred and are included in general and administrative expenses. Advertising costs for the year ended December 31, 2019 were \$110,409.

Recent accounting pronouncements

On May 28, 2014, the FASB issued Accounting Standards Update (“ASU”) No. 2014-09, Revenue from Contracts with Customers. The standard’s core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the Company’s contracts with customers. On April 8, 2020, the FASB delayed implementation of this standard exclusively for franchisors that are not public business entities. This standard will be effective for the year ending December 31, 2020.

In February 2016, the FASB issued ASU 2016-02, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the statement of income. This standard will be effective for the year ending December 31, 2022.

Management is currently in the process of evaluating the impact of the adoption of these ASUs on the financial statements.

Subsequent events

Management has evaluated subsequent events through April 15, 2020, the date the financial statements were available to be issued.

Note 2. Trade Receivables

Trade receivables are comprised of the following as of December 31, 2019:

Trade accounts receivable	\$ 2,456,573
Unbilled receivables on trade accounts	226,664
Other accounts receivable	52,805
Allowance for doubtful accounts	(73,169)
	<u>\$ 2,662,873</u>

NOTES TO FINANCIAL STATEMENTS

Note 3. Notes Receivable

During 2019, the Company extended notes receivable to two franchisees in the amounts of \$28,800 and \$72,000 to be repaid in monthly installments with maturity dates of October 1, 2020 and November 1, 2022, respectively.

Note 4. Related Party Transactions

Management Registry, Inc., a related party through common ownership, provides professional employer and staffing services to the Company. Included in cost of revenues during the year ended December 31, 2019 are expenses to the related party of \$14,400,002. Interest is charged by the related party based on debt it carries that is attributed to the Company. Included in general and administrative expenses for the year ended December 31, 2019 is interest expense of \$74,019. Payables owed to the related party at December 31, 2019 were \$2,016,200.

The Company also entered into a promissory note with Management Registry, Inc. on December 1, 2019. The note payable is unsecured, bears interest of 4% at December 31, 2019 and matures December 1, 2024. Included in general and administrative expenses for the year ended December 31, 2019 is interest expense of \$12,116. Maturities of the note payable subsequent to December 31, 2019, are as follows:

Years ending December 31:

2020	\$ 69,133
2021	71,949
2022	74,881
2023	77,931
2024	81,106
Long-term debt	<u>\$ 375,000</u>

Note 5. Lease Commitments

The Company leased office space for its headquarters under a long-term lease agreement through November 2019 at \$37,877 per year. An amendment to this lease agreement dated March 12, 2020 amended the terms to a month-to-month operating lease. Rental expense for all operating leases was \$44,895 for the year ended December 31, 2019.

Note 6. Commitments and Contingencies

The Company is party to various legal actions arising in the ordinary course of its business. In management's opinion, the Company has sufficient contract rights and/or adequate legal defenses regarding these actions and does not believe they will materially affect the Company's operations or financial position.

NOTES TO FINANCIAL STATEMENTS

Note 7. Risks and Uncertainties

Subsequent to December 31, 2019, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impact to the Company as of April 15, 2020, management believes that a material impact on the Company's financial position and results of future operations is reasonably possible.



Jones, Nale & Mattingly PLC

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Members of Nextaff
Group, LLC Louisville,
Kentucky

We have audited the financial statements of Nextaff Group, LLC as of and for the year ended December 31, 2019, and our report thereon dated April 15, 2020, which expressed an unmodified opinion on those financial statements, appears on pages 1 and 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Jones, Nale & Mattingly P.C.

Louisville, Kentucky
April 15, 2020

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Certified Public Accountants and Advisors
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www.jnmcpa.com

NEXTAFF GROUP, LLC

Schedule of General and Administrative Expenses
Year Ended December 31, 2019

Management services	\$ 551,968
Professional fees	150,146
Advertising	110,409
Interest	86,135
Depreciation and amortization	74,407
Office supplies, software, and equipment expense	63,487
Rent	44,895
Travel and entertainment	40,265
Miscellaneous	16,801
Insurance	15,138
Dues and subscriptions	11,255
Charitable contributions	10,258
Telephone and internet	8,629
Postage	6,755
Employment screening	6,209
Repairs and maintenance	5,258
	<u>\$ 1,202,015</u>

MALONE NEXTAFF, LLC

FINANCIAL REPORT

DECEMBER 31, 2018

Jones, Nale & Mattingly PLC

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Jones, Nale & Mattingly PLC

INDEPENDENT AUDITOR'S REPORT

To the Members of
Malone Nextaff, LLC
Louisville, Kentucky

We have audited the accompanying financial statements of Malone Nextaff, LLC, which comprise the balance sheet as of December 31, 2018, and the related statements of operations and members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

- 1 -

Certified Public Accountants and Advisors

642 South Fourth Street, Suite 360 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589.1690 www.jnmcpa.com

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Malone Nextaff, LLC as of December 31, 2018, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Jones, Nale & Mattingly, P.C.

Louisville, Kentucky
February 20, 2019

MALONE NEXTAFF, LLC

BALANCE SHEET
December 31, 2018

ASSETS	
CURRENT ASSETS	
Trade receivables, net	\$ 1,835,954
Prepaid expenses	<u>32,180</u>
Total current assets	<u>1,868,134</u>
PROPERTY AND EQUIPMENT	
Office equipment and software	6,215
Furniture and fixtures	<u>3,755</u>
	9,970
Less accumulated depreciation	<u>6,458</u>
	<u>3,512</u>
OTHER ASSETS	
Goodwill, net	<u>523,273</u>
	<u>\$ 2,394,919</u>
LIABILITIES AND MEMBERS' EQUITY	
CURRENT LIABILITIES	
Accounts payable	\$ 28,217
Related party payables	1,829,067
Accrued expenses	<u>379,095</u>
Total current liabilities	<u>2,236,379</u>
MEMBERS' EQUITY	
	<u>158,540</u>
	<u>\$ 2,394,919</u>

The Notes to Financial Statements are an integral part of this statement.

MALONE NEXTAFF, LLC

STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT).
Year Ended December 31, 2018

Revenues	\$ 16,501,786
Cost of revenues	<u>15,502,645</u>
Gross profit	999,141
General and administrative expenses	<u>811,243</u>
Net income	187,898
Members' (deficit), beginning of period	<u>(29,358)</u>
Members' equity, end of period	<u>\$ 158,540</u>

The Notes to Financial Statements are an integral part of this statement.

MALONE NEXTAFF, LLC
STATEMENT OF CASH FLOWS
Year Ended December 31, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Net income	\$ 187,898
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	71,825
Changes in assets and liabilities, net of the effects of financing activities:	
Trade receivables	(533,248)
Prepaid expenses	(15,146)
Checks issued in excess of bank deposits	(6,377)
Accounts payable	18,318
Related party payables	211,544
Accrued expenses	165,186
Net cash provided by operating activities	<u>100,000</u>

CASH FLOWS FROM FINANCING ACTIVITIES

Principal payments on long-term debt	<u>(100,000)</u>
Net cash (used in) financing activities	<u>(100,000)</u>

Net increase (decrease) in cash --

Cash:

Beginning	<u>--</u>
Ending	<u>\$ --</u>

SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION

Cash payments for interest	<u>\$ 44,548</u>
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The Notes to Financial Statements are an integral part of this statement.

MALONE NEXTAFF, LLC

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies

Nature of operations

Malone Nextaff, LLC (the "Company") is a franchisor which sells and provides support services to individual franchisees in the human resources industry. The Company provides support services to franchisees in the states of Arizona, Florida, Iowa, Kansas, Kentucky, Mississippi, Missouri, North Carolina, Pennsylvania, and Texas. In addition, the Company operates as a staffing provider by providing services which include short-term staffing assignments, contract staffing, staff augmentation, long-term or indefinite-term onsite management and direct placement. The Company was formed on August 1, 2016 when it acquired the assets of Nextaff, LLC. As a limited liability company, the members' liability is limited to their capital investment. There were twelve franchised outlets in operation at December 31, 2018. Four franchises were sold in 2018 and one ceased operations.

Use of estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Trade receivables

Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis of 30 to 60 days and does not bear interest. The Company's trade receivables are due from customers throughout the United States. Accounts will be written off as uncollectible after all collection efforts have been exhausted or when management determines it is no longer reasonable to expect payment from the customer.

The Company uses the allowance method to account for uncollectible accounts receivable. Management maintains an allowance for potential credit losses based on its assessment of the current status of the customer accounts.

Property and equipment

Property and equipment is recorded at cost. Maintenance and repairs are charged to expense as incurred. When property or equipment is retired or otherwise disposed of, the cost is removed from the asset account and the related accumulated depreciation is adjusted with the difference being charged to income. Depreciation expense is provided for by using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and fixtures	5-7 years
Office equipment and software	3-5 years

Depreciation expense for the year ended December 31, 2018 was \$2,822.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Goodwill

The Company has classified \$690,030 in excess of the purchase price of Nextaff, LLC over the fair value of identifiable net assets acquired as goodwill. The goodwill is being amortized on a straight-line basis over a period of ten years. Amortization expense for the year ended December 31, 2018 was \$69,003 and is included in general and administrative expenses in the accompanying statement of operations and members' equity (deficit). Accumulated amortization was \$166,757 at December 31, 2018. When a triggering event occurs, the Company is required to evaluate goodwill for any impairment and adjust it to reflect any impairment losses. Management tests for impairment by comparing the fair value of the entity to the carrying value (book value). Fair value is determined based on the history and nature of the business; the economic outlook for the entity and the industry; and the earnings capacity and financial condition of the entity compared to industry standards, all of which include significant unobservable inputs. For the year ended December 31, 2018 there have been no events to trigger the testing for goodwill impairment.

Revenue recognition

The Company's revenues are comprised of revenues generated by the franchises, royalty fees, and the sale of franchises. The Company records staffing revenues from the staffing placements generated by the franchisees and records the related staffing expenses. The Company also records a royalty fee based on a percentage of collected franchise revenues. In addition, the Company records revenues from the sale of franchises. The franchise fees are payable upon the execution of the agreements and are nonrefundable. Revenues from sales of franchises are recognized when substantially all significant services to be provided by the Company have been performed. Franchise fee revenue for the year ended December 31, 2018 was \$200,000.

Advertising costs

Advertising costs are expensed as incurred and are included in general and administrative expenses. Advertising costs for the year ended December 31, 2018 were \$69,036.

Income taxes

The Company has elected to be taxed as a partnership for Federal income tax purposes and files income tax returns in the U.S. federal jurisdiction and state and local jurisdictions. Accordingly, no income taxes are provided in the financial statements since the taxable income is reported by the members on their individual tax returns.

The Company's accounting policy provides that a tax expense/benefit from an uncertain tax position may be recognized when it is more likely than not that the position will be sustained upon examination, including resolutions of any related appeals or litigation processes, based on the technical merits. Management believes the Company has no uncertain tax positions resulting in an accrual of tax expense or benefit.

The Company recognizes interest accrued related to unrecognized tax benefits in interest expense and penalty in operating expenses. The Company did not recognize any interest or penalties during the year ended December 31, 2018.

Jones, Nole & Mattingly PLLC

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Income taxes (continued)

The Company's federal and state income tax returns are subject to examination by the taxing authorities until the expiration of the related statutes of limitations on those returns. In general, the federal income tax returns have a three year statute of limitations, and the state income tax returns have a four year statute of limitations.

Recent accounting pronouncements

On May 28, 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers. The standard's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the Company's contracts with customers. This standard will be effective for the year ending December 31, 2019.

In February 2016, the FASB issued ASU 2016-02, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the statement of income. This standard will be effective for the year ending December 31, 2020.

Management is currently in the process of evaluating the impact of the adoption of these ASUs on the financial statements.

Subsequent events

Management has evaluated subsequent events through February 20, 2019, the date the financial statements were available to be issued.

Note 2. Receivables

Receivables are comprised of the following as of December 31, 2018:

Trade accounts receivable	\$ 1,731,708
Unbilled receivables on trade accounts	142,318
Other accounts receivable	13,614
Allowance for doubtful accounts	<u>(51,686)</u>
	<u>\$ 1,835,954</u>

NOTES TO FINANCIAL STATEMENTS

Note 3. Related Party Transactions

Management Registry, Inc., a related party through common ownership, provides professional employer and staffing services to the Company. Included in cost of revenues during the year ended December 31, 2018 are expenses to the related party of \$12,233,549. Interest is charged by the related party based on debt it carries that is attributed to the Company. Included in general and administrative expenses for the year ended December 31, 2018 is interest expense of \$37,471. Payables owed to the related party at December 31, 2018 were \$1,829,067.

Note 4. Note Payable

The Company had a note payable which was part of the asset purchase agreement of Nextstaff, LLC, the note payable was paid in full during the year ended December 31, 2018.

Note 5. Concentrations

Approximately 12% of the Company's revenues was from one customer for the year ended December 31, 2018. There was \$45,458 accounts receivable from this customer at December 31, 2018.

The Company's customer base includes customers with locations in several states. Concentrations of credit risk with respect to trade receivables are limited due to the number of customers comprising the Company's customer base and their dispersion across different industries. The Company had one customer whose trade receivable balance was approximately 12% of the trade receivables at December 31, 2018.

Note 6. Lease Commitments

The Company leases office space for its headquarters under a long-term lease agreement through November 2019 at \$37,877 per year. Future minimum lease payments are \$34,721 for the year ending December 31, 2019. Rental expense for all operating leases was \$28,760 for the year ended December 31, 2018.

Note 7. Commitments and Contingencies

The Company is party to various legal actions arising in the ordinary course of its business. In management's opinion, the Company has sufficient contract rights and/or adequate legal defenses regarding these actions and does not believe they will materially affect the Company's operations or financial position.



Jones, Nale & Mattingly PLC

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Members of
Malone Nextaff, LLC
Louisville, Kentucky

We have audited the financial statements of Malone Nextaff, LLC as of and for the year ended December 31, 2018, and our report thereon dated February 20, 2019, which expressed an unmodified opinion on those financial statements, appears on page 1 and 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Jones, Nale & Mattingly, PC

Louisville, Kentucky
February 20, 2019

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Certified Public Accountants and Advisors

642 South Fourth Street, Suite 300 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.583.1600 www.jnmcpa.com

MALONE NEXTAFF, LLC

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
Year Ended December 31, 2018

Management services	\$ 343,761
Professional fees	135,172
Depreciation and amortization	71,825
Advertising	69,036
Travel and entertainment	51,499
Interest	38,807
Rent	28,760
Office supplies, software, and equipment expense	25,092
Charitable contributions	8,500
Repairs and maintenance	8,566
Dues and subscriptions	7,739
Telephone and internet	6,927
Bad debts	5,599
Insurance	5,395
Postage	2,235
Employment screening	2,083
Miscellaneous	247
	<u>\$ 811,243</u>

MALONE NEXTAFF, LLC
FINANCIAL REPORT
DECEMBER 31, 2017

Jones, Nale & Mattingly PLC

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Jones, Nale & Mattingly PLC



Jones, Nale & Mattingly PLC

INDEPENDENT AUDITOR'S REPORT

To the Members of
Malone Nextaff, LLC
Louisville, Kentucky

We have audited the accompanying financial statements of Malone Nextaff, LLC, which comprise the balance sheet as of December 31, 2017, and the related statements of operations and members' equity (deficit), and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

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Certified Public Accountants and Advisors

642 South Fourth Street, Suite 300 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589.1680 www.jnmcpa.com

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Malone Nextaff, LLC as of December 31, 2017, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Jones, Nale & Mattingly P.C.

Louisville, Kentucky
April 20, 2018

MALONE NEXTAFF, LLC

BALANCE SHEET
December 31, 2017

ASSETS	
CURRENT ASSETS	
Trade receivables, net	\$ 1,302,706
Prepaid expenses	<u>17,034</u>
Total current assets	<u>1,319,740</u>
PROPERTY AND EQUIPMENT	
Office equipment and software	6,215
Furniture and fixtures	<u>3,755</u>
	9,970
Less accumulated depreciation	<u>3,636</u>
	<u>6,334</u>
OTHER ASSETS	
Goodwill, net	<u>592,276</u>
	<u>\$ 1,918,350</u>
LIABILITIES AND MEMBERS' DEFICIT	
CURRENT LIABILITIES	
Checks issued in excess of bank deposits	\$ 6,377
Note payable	100,000
Accounts payable	9,899
Related party payables	1,617,523
Accrued expenses	<u>213,909</u>
Total current liabilities	<u>1,947,708</u>
MEMBERS' DEFICIT	
	<u>(29,358)</u>
	<u>\$ 1,918,350</u>

The Notes to Financial Statements are an integral part of this statement.

MALONE NEXTAFF, LLC

STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)
Year Ended December 31, 2017

Revenues	\$ 11,345,102
Cost of revenues	<u>10,763,521</u>
Gross profit	581,581
General and administrative expenses	<u>622,663</u>
Net (loss)	<u>(41,082)</u>
Members' equity, beginning of period	<u>11,724</u>
Members' (deficit), end of period	<u>\$ (29,358)</u>

The Notes to Financial Statements are an integral part of this statement.

MALONE NEXTAFF, LLC

STATEMENT OF CASH FLOWS
Year Ended December 31, 2017

CASH FLOWS FROM OPERATING ACTIVITIES	
Net (loss)	\$ (41,082)
Adjustments to reconcile net (loss) to net cash (used in) operating activities:	
Depreciation and amortization	71,463
Changes in assets and liabilities, net of the effects of financing activities:	
Trade receivables	(350,958)
Prepaid expenses	(13,045)
Checks issued in excess of bank deposits	6,377
Accounts payable	(12,205)
Related party payables	106,552
Accrued expenses	104,330
Net cash (used in) operating activities	<u>(128,568)</u>
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	<u>(100,000)</u>
Net cash (used in) financing activities	<u>(100,000)</u>
Net decrease in cash	(228,568)
Cash:	
Beginning	<u>228,568</u>
Ending	<u>\$ --</u>
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION	
Cash payments for interest	<u>\$ 16,745</u>

The Notes to Financial Statements are an integral part of this statement.

MALONE NEXTAFF, LLC

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies

Nature of operations

Malone Nextaff, LLC (the "Company") is a franchisor which sells and provides support services to individual franchisees in the human resources industry. The Company provides support services to franchisees in the states of Arizona, Florida, Kansas, Kentucky, Missouri, Texas, North Carolina, Pennsylvania, and Mississippi. In addition, the Company operates as a staffing provider by providing services which include short-term staffing assignments, contract staffing, staff augmentation, long-term or indefinite-term onsite management and direct placement. The Company was formed on August 1, 2016 when it acquired the assets of Nextaff, LLC. As a limited liability company, the members' liability is limited to their capital investment. There were nine franchised outlets in operation at December 31, 2017. Two franchises were sold in 2017.

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Cash

The Company maintains cash balances in bank deposit accounts which, at times, may exceed coverage provided by the Federal Deposit Insurance Corporation. The Company has not experienced any losses in such accounts. Management believes the Company is not exposed to any significant risk on bank deposits.

Trade receivables

Trade receivables are carried at their estimated collectible amounts. Trade credit is generally extended on a short-term basis of 30 to 60 days and does not bear interest. The Company's trade receivables are due from customers throughout the United States. Accounts will be written off as uncollectible after all collection efforts have been exhausted or when management determines it is no longer reasonable to expect payment from the customer.

The Company uses the allowance method to account for uncollectible accounts receivable. Management maintains an allowance for potential credit losses based on its assessment of the current status of the customer accounts.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Property and equipment

Property and equipment is recorded at cost. Maintenance and repairs are charged to expense as incurred. When property or equipment is retired or otherwise disposed of, the cost is removed from the asset account and the related accumulated depreciation is adjusted with the difference being charged to income. Depreciation expense is provided for by using the straight-line method over the estimated useful lives of the related assets as follows:

Furniture and fixtures	5-7 years
Office equipment and software	3-5 years

Depreciation expense for the year ended December 31, 2017 was \$2,460.

Goodwill

The Company has classified \$690,030 in excess of the purchase price of Nextaff, LLC over the fair value of identifiable net assets acquired as goodwill. The goodwill is being amortized on a straight-line basis over a period of ten years. Amortization expense for the year ended December 31, 2017 was \$69,003 and is included in general and administrative expenses in the accompanying statement of operations and members' equity (deficit). When a triggering event occurs, the Company is required to evaluate goodwill for any impairment and adjust it to reflect any impairment losses. Management tests for impairment by comparing the fair value of the entity to the carrying value (book value). Fair value is determined based on the history and nature of the business; the economic outlook for the entity and the industry; and the earnings capacity and financial condition of the entity compared to industry standards, all of which include significant unobservable inputs. For the year ended December 31, 2017 there have been no events to trigger the testing for goodwill impairment.

Revenue recognition

The Company's revenues are comprised of revenues generated by the franchises, royalty fees, and the sale of franchises. The Company records staffing revenues from the staffing placements generated by the franchisees and records the related staffing expenses. The Company also records a royalty fee based on a percentage of collected franchise revenues. In addition, the Company records revenues from the sale of franchises. The franchise fees are payable upon the execution of the agreements and are nonrefundable. Revenues from sales of franchises are recognized when substantially all significant services to be provided by the Company have been performed.

Advertising costs

Advertising costs are expensed as incurred and are included in general and administrative expenses. Advertising costs for the year ended December 31, 2017 were \$58,979.

NOTES TO FINANCIAL STATEMENTS

Note 1. Significant Accounting Policies (Continued)

Income taxes

The Company has elected to be taxed as a partnership for Federal income tax purposes and files income tax returns in the U.S. federal jurisdiction and state and local jurisdictions. Accordingly, no income taxes are provided in the financial statements since the taxable income is reported by the members on their individual tax returns.

As of December 31, 2017, the Company did not have any accrued interest or penalties related to income tax liabilities, and no interest and penalties have been charged to operations for the year then ended.

The Company's federal and state income tax returns are subject to examination by the taxing authorities until the expiration of the related statutes of limitations on those returns. In general, the federal income tax returns have a three year statute of limitations, and the state income tax returns have a four year statute of limitations.

Recent accounting pronouncements

On May 28, 2014, the FASB issued Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers. The standard's core principle is that a company will recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the company expects to be entitled in exchange for those goods or services. This standard also includes expanded disclosure requirements that result in an entity providing users of financial statements with comprehensive information about the nature, amount, timing, and uncertainty of revenue and cash flows arising from the Company's contracts with customers. This standard will be effective for the year ending December 31, 2019.

In February 2016, the FASB issued ASU 2016-02, Leases. The standard requires all leases with lease terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the statement of income. This standard will be effective for the year ending December 31, 2020.

Management is currently in the process of evaluating the impact of the adoption of these ASUs on the financial statements.

Subsequent events

Management has evaluated subsequent events through April 20, 2018, the date the financial statements were available to be issued.

NOTES TO FINANCIAL STATEMENTS

Note 2. Receivables

Receivables are comprised of the following as of December 31, 2017:

Trade accounts receivable	\$ 1,219,220
Unbilled receivables on trade accounts	106,882
Other accounts receivable	11,720
Allowance for doubtful accounts	<u>(35,116)</u>
	<u>\$ 1,302,706</u>

Note 3. Related Party Transactions

Management Registry, Inc., a related party through common ownership, provides professional employer and staffing services to the Company. Included in cost of revenues during the year ended December 31, 2017 are expenses to the related party of \$8,655,997. Payables owed to the related party at December 31, 2017 were \$1,617,523.

Note 4. Note Payable

The Company has a note payable which was part of the asset purchase agreement of Nextaff, LLC. The unsecured note is for \$100,000, accrues interest at 4% annum, with principal and interest and is payable in May 2018.

Note 5. Concentrations

Approximately 13% of the Company's revenues was from one customer for the year ended December 31, 2017. There was no accounts receivable from this customer at December 31, 2017.

The Company's customer base includes customers with locations in several states. Concentrations of credit risk with respect to trade receivables are limited due to the number of customers comprising the Company's customer base and their dispersion across different industries. The Company had one customer whose trade receivable balance was approximately 10% of the trade receivables at December 31, 2017.

Note 6. Lease Commitments

The Company leases office space for its headquarters under a long-term lease agreement through November 2019 at \$27,336 per year. Rental expense for all operating leases was \$27,336 for the year ended December 31, 2017. The following is a schedule of future minimum lease payments:

Years ending December 31:	
2018	\$ 27,336
2019	<u>25,058</u>
	<u>\$ 52,394</u>

NOTES TO FINANCIAL STATEMENTS

Note 7. Commitments and Contingencies

The Company is party to various legal actions arising in the ordinary course of its business. In management's opinion, the Company has sufficient contract rights and/or adequate legal defenses regarding these actions and does not believe they will materially affect the Company's operations or financial position.



Jones, Nale & Mattingly PLC

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTARY INFORMATION

To the Members of
Malone Nextaff, LLC
Louisville, Kentucky

We have audited the financial statements of Malone Nextaff, LLC as of and for the year ended December 31, 2017, and our report thereon dated April 20, 2018, which expressed an unmodified opinion on those financial statements, appears on page 1 and 2. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of general and administrative expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Jones, Nale & Mattingly P.C.

Louisville, Kentucky
April 20, 2018

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Certified Public Accountants and Advisors

642 South Fourth Street, Suite 300 Louisville, Kentucky 40202 tel: 502.583.0248 fax: 502.589.1680 www.jnmcpa.com

MALONE NEXTAFF, LLC

SCHEDULE OF GENERAL AND ADMINISTRATIVE EXPENSES
Year Ended December 31, 2017

Management services	\$ 328,869
Depreciation and amortization	71,463
Advertising	58,979
Office supplies, software and equipment expense	31,416
Professional fees	31,021
Rent	25,809
Travel and entertainment	25,152
Interest	22,486
Taxes and licenses	8,268
Insurance	5,453
Telephone and internet	4,088
Charitable contributions	2,500
Employment screening	2,014
Bank fees	1,828
Dues and subscriptions	1,419
Postage	1,356
Miscellaneous	360
Repairs and maintenance	182
	<u>\$ 622,663</u>

EXHIBIT B
FRANCHISE AGREEMENT



**NEXTAFF®
FRANCHISE AGREEMENT**

FRANCHISEE

DATE OF AGREEMENT

Term: ☐ Initial
☐ 1st Renewal
☐ 2nd Renewal
☐ 3rd Renewal
☐ 4th Renewal

STD 2020 FA

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EXHIBITS

GUARANTY AND ASSUMPTION OF OBLIGATIONS

- EXHIBIT A – NEXTAFF OFFICE LOCATION AND AREA OF PRIMARY RESPONSIBILITY
- EXHIBIT B – CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE
- EXHIBIT C – PERFORMANCE STANDARDS
- EXHIBIT D – SECURITY AGREEMENT

NEXTAFF™
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, 20____, by and between Nextaff Group, LLC, a Kentucky limited liability company, 1868 Campus Place, Louisville, Kentucky 40299 (“Franchisor”) and _____, a _____ formed and operating under the laws of the state of _____, or _____, an individual, and having its principal place of business at _____ (“Franchisee”).

WHEREAS, Franchisor, as a result of the expenditure of time and funds has developed and owns a distinct system (as defined below) relating to the operation of a Nextaff Office (as defined below) that provides temporary staffing services including the identification, evaluation and acquisition of quality talent;

WHEREAS, Franchisor grants to persons who meet Franchisor’s qualifications a Franchise (as defined below) to own and operate a Nextaff Office in a geographic area utilizing Franchisor’s Licensed Marks;

WHEREAS, Franchisee acknowledges that he has read this Agreement and Franchisor’s Franchise Disclosure Document and that he understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor’s high standards of quality and service and the uniformity of those standards at all Nextaff Offices in order to protect and preserve the goodwill of the Licensed Marks;

WHEREAS, Franchisee acknowledges that he has conducted an independent investigation of the business contemplated by this Agreement and recognizes that, like any other business, the nature of the business conducted by Franchisee may evolve and change over time, that an investment in a Nextaff Office involves business risks and that the success of the venture is largely dependent upon Franchisee’s business abilities and efforts;

WHEREAS, Franchisor expressly disclaims the making of, and Franchisee acknowledges that he has not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement. Franchisee acknowledges that he has not received or relied on any representations about the Franchise by Franchisor, or its officers, directors, employees or agents, that are contrary to the statements made in Franchisor’s Franchise Disclosure Document, or to the terms in this Agreement, and further represents to Franchisor, as an inducement to its entry into this Agreement, that Franchisee has made no misrepresentations in obtaining the franchise; and

WHEREAS, Franchisee has applied for a franchise to own and operate a Nextaff Office at the premises identified in Section 2, and the application has been approved by Franchisor in reliance upon all of the representations made.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

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

A. AREA OF PRIMARY RESPONSIBILITY

The term “Area of Primary Responsibility” shall mean the geographic area set forth in Exhibit A to this Agreement.

B. BUYOUT PAYMENTS

The term “Buyout Payments” means any monies paid to Franchisor or Franchisee by a client for hiring Field Employees prior to fulfilling the standard temporary to hire term.

C. CLIENT

The term “Client” means a customer of the NEXTAFF Office that retains, hires and/or enters into an Agreement with Franchisee for Services and shall further include all affiliate companies of the Client and its successors and assigns.

D. COMPETITIVE BUSINESS

The term “Competitive Business” means any business that provides or sells any Service provided or sold by a NEXTAFF Office.

E. CONVERSION OFFICE

The term “Conversion Office” mean an existing independent staffing business that has been in business for at least one (1) year and has annual Gross Revenue (as defined herein) of at least \$250,000 at the time of execution of the Franchise Agreement. Franchisee executes this Agreement (a “Conversion Office”).

F. DIRECT HIRE PAYMENTS

The term “Direct Hire Payments” means any monies paid to Franchisor or Franchisee by a client for hiring Field Employees full-time immediately.

G. DIRECT PAYROLL COSTS

The term “Direct Payroll Costs” means all of the costs related to the employment of Field Employees and includes, but may not be limited to, the wages earned by Field Employees based upon the work hours reported, all credits and taxes due, the employer’s share of federal social security taxes, federal and state unemployment tax contributions, worker’s compensation insurance premiums, disability insurance premiums, taxes on health and welfare payments, premiums on comprehensive liability, fidelity bonding insurance, errors and omissions insurance, and professional liability insurance premiums, administrative fees for processing of Field Employees payroll services and any other bank fees, payroll taxes and insurance premiums (including premiums or penalties related to the Affordable Care Act) related to Field Employees.

H. DESIGNATED ITEMS

The term “Designated Items” means Franchisor’s standards and specifications for payroll service providers, signage, supplies and materials, and equipment, including computer hardware and software systems.

I. GROSS REVENUE

The term “Gross Revenue” means all money and other consideration paid for the Services provided to Clients of a Nextaff Office.

J. GROSS WAGES

The term “Gross Wages” equals all money and other consideration paid to your Field Employees.

K. LICENSED MARKS

The term “Licensed Marks” means the Franchisor’s trademarks, domain names, service marks, logos and other commercial symbols;

L. MINIMUM PERFORMANCE STANDARDS

The term “Minimum Performance Standards” means the least amount of Gross Wages an office must produce on an annual basis.

M. NEXTAFF OFFICE

The term “Nextaff Office” means a business which provides temporary staffing services including the identification, evaluation and acquisition of quality talent.

N. PREMISES

The term “Premises” shall mean the location approved by Franchisor where the NEXTAFF Office shall be located.

O. PRINCIPALS

The term “Principals” includes, collectively and individually: (1) Franchisee’s spouse, if Franchisee is an individual; (2) any officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee); (3) the managing member or manager if Franchisee is a limited liability company; (4) the spouse of any officer, director, managing member or manager; and (5) any person or any entity directly owning and/or controlling ten percent (10%) or more of the beneficial equity ownership of Franchisee. The initial Principals shall be listed in Exhibit D. The Principals must execute an agreement in substantially the form of the attached Guaranty and Assumption of Obligations; provided however, any spouse described above who does not have a financial interest in Franchisee or the NEXTAFF Office may execute the Confidentiality Agreement and Ancillary Covenants Not To Compete attached as Exhibit B to this Agreement in lieu of the Guaranty and Assumption of Obligations.

P. ROLLOUT FRANCHISEE

The term “Rollout Franchisee” means an employee of Franchisee who becomes a new franchise owner and opens a new Nextaff Office.

Q. SPECIFICATIONS

The term “Specifications” shall mean the standards, procedures, requirements and specifications promulgated from time to time by Franchisor for construction, advertising, equipment, operations, design and other aspects of operation of a NEXTAFF Office.

R. SYSTEM

The term “System” means the distinctive signage, interior and exterior design and decor, uniform standards, Specifications and procedures for operation of the Office and uniformity of services, and management and financial procedures, initial and ongoing training and assistance, all of which may be changed and further developed, in Franchisor’s discretion.

2. GRANT OF FRANCHISE

A. Subject to the provisions contained in this Agreement, Franchisor grants Franchisee the right and license to own and operate a Nextaff Office (the “Franchise”) within the Area of Primary Responsibility set forth on Exhibit A. The physical location of the Nextaff Office is also set forth on Exhibit A. Except as otherwise specifically provided in this Agreement, during the Term (as defined below), provided Franchisee is in compliance with the provisions of this Agreement, Franchisor will not open or authorize another person to open a Nextaff Office or provide the Services or sell the Services within the Area of Primary Responsibility. The initial term of this Agreement is for five (5) years, commencing on the date of this Agreement (the “Initial Term” and collectively with any Renewal Term, as provided in Section 16, the “Term”). The Franchise is specifically limited to the right to provide the Services and sell and maintain client relationships for the Services in accordance with this Agreement. Franchisor has the absolute right to determine the scope of permissible services to be offered by Franchisee as part of the Nextaff Office, and Franchisee shall not offer any services as part of the Nextaff Office that Franchisor has not approved in advance in writing.

B. Notwithstanding the above, Franchisor (on behalf of itself and its affiliates) retains the right, in its sole discretion and without granting any rights to Franchisee:

- (1) To operate or to grant other persons the right to operate Nextaff Offices at locations and on terms and conditions as we determine outside the Area of Primary Responsibility;
- (2) To advertise and promote and to authorize other persons the right to advertise and promote the System within and outside the Area of Primary Responsibility;
- (3) To create, operate, maintain, modify or discontinue the use of websites using the Licensed Marks;
- (4) To offer, sell and provide the Services through similar or dissimilar channels of distribution outside the Area of Primary Responsibility; and
- (5) To grant other persons the right to operate Nextaff Offices at locations within the Area of Primary Responsibility based on the criteria in Section 2.D. regarding industry verticals.

C. The right granted in Section 2.A is contingent upon the compliance by Franchisee with minimum performance standards (the “Minimum Performance Standards”) set forth in Exhibit C which is attached to this Agreement. Franchisee acknowledges and agrees that after the first full year of operation, the failure of Franchisee to meet the Minimum Performance Standards for any calendar year is a material default of this Agreement and gives rise to Franchisor’s right to terminate Franchisee’s rights in the Area of Primary Responsibility or terminate this Agreement under Section 17.B.

D. **Franchisee will generally make sales into one of three distinct industry verticals: (1) Commercial, which includes: Industrial, Office, Clerical, Administrative, Professional, Managerial (2) Information Technology or (3) Healthcare.** Your Franchise Agreement will give you a Primary Territory in a single vertical.

3. CONVERSION OFFICE

If Franchisee is Conversion Office, then Franchisor shall reduce the initial franchise fee in Section 9A to \$1. Franchisee assumes all costs, liabilities, expenses and responsibilities for converting its existing business to the Nextaff Office. Franchisor will furnish Franchisee with Specifications for the Nextaff Office, including Franchisor’s recommendations for dimensions, interior design and layout of the premises. Franchisee must obtain all required permits and licenses necessary to operate the Nextaff Office in accordance with Franchisor’s Specifications. Franchisee shall also establish filing and accounting control systems conforming to the requirements prescribed by Franchisor. Franchisor will provide reasonable consultation services in connection with Franchisee’s conversion to the Nextaff Office. Franchisee agrees to complete the conversion to the Nextaff Office within the time period set forth in Exhibit A.

4. PHYSICAL LOCATION OF NEXTAFF OFFICE

Franchisor must approve the site Franchisee selects for any new Office. Franchisor will notify Franchisee of Franchisor’s approval or disapproval within 14 days after Franchisor receives all information Franchisor requests for site approval. The Operations Manual will specify Franchisor’s requirements for site approval. If Franchisee fails to select a site in accordance with Franchisor’s requirements, Franchisor may terminate the Franchise Agreement.

After a site has been approved, Franchisor will furnish Franchisee with Specifications for the Nextaff Office including specific requirements for signage and decor. Franchisor will also consult and otherwise assist Franchisee in making the premises of Franchisee’s site fit Franchisor’s Specifications as well as conform to any local laws and regulations.

If Franchisee’s lease for the premises of the Nextaff Office expires or terminates without it being Franchisee’s fault, or, if in the judgment of Franchisor and Franchisee, there is a change in the character of the location of the Nextaff Office sufficiently detrimental to its business potential to warrant its relocation, Franchisor will grant permission for relocation of the Nextaff Office to a location approved by Franchisor. Any relocation shall be at Franchisee’s sole expense, and Franchisee must pay Franchisor any direct costs to compensate Franchisor for services Franchisor renders to Franchisee in connection with relocation.

Franchisee must obtain Franchisor’s approval before opening a new location within the Area of Primary Responsibility. If Franchisor grants permission, Franchisee must pay Franchisor any direct costs for services rendered by Franchisor in connection with the new location.

5. OPERATION OF NEXTAFF OFFICE

A. TRAINING

Before the conversion to the Nextaff Office, Franchisor will furnish, and Franchisee or a Principal who has been approved by Franchisor and any manager of the Nextaff Office who has been approved by the Franchisor must attend and successfully complete, an initial training program on the operation of the Nextaff Office. This training will be furnished at a place and time Franchisor designates. Franchisee is solely responsible for the compensation, travel, lodging and living expenses incurred in connection with attendance at training programs. If Franchisee believes Franchisor has failed to adequately provide such training and other assistance, Franchisee shall notify Franchisor in writing within 30 days following the conversion to the Nextaff Office. Absent such timely notice, Franchisee shall be deemed to conclusively acknowledge that all such training and assistance were sufficient and satisfactory in Franchisee's judgment.

The initial training program consists of: (i) 8 hours onboarding; (ii) 24 hours of online training; (iii) 40 hours of classroom training conducted at the offices affiliated with Franchisor in Overland Park, Kansas; and (iv) 30 hours of on-the-job training conducted at Franchisee's Nextaff Office. However, Franchisor may require Franchisee or its approved manager to continue training for up to an additional time of 10 days. The training program includes instruction relating to the operation of the Nextaff Office, including, understanding temporary, temp-to-hire and executive placement services, client service, accountability for sales and marketing, comprehensive marketing and sales programs, employee scheduling, employee recruitment and methods of controlling operating costs. Training is offered throughout the year and is scheduled depending upon the number of franchisees requesting Training. Training for Franchisee must be conducted within three months of execution of this Agreement.

Franchisor reserves the right to evaluate the abilities and qualification of Franchisee (or its representatives, as the case may be) during the initial training program. The evaluation may include a variety of tests to assess aptitude for operating a Nextaff Office. If Franchisor determines, in its sole discretion, that Franchisor's requirements are not met, Franchisor shall have the right to terminate this Agreement and refund the initial franchise fee to Franchisee.

If, during any training program, Franchisor determines that any manager is not qualified to manage the office, Franchisor will notify Franchisee, and Franchisee may select and enroll an approved substitute manager in the training program, who must attend and successfully complete the initial training program.

If, during any training program, Franchisee determines that Franchisee's experience, personal abilities and qualifications should excuse Franchisee from certain sections of training Franchisee may request in writing to do so. If Franchisor determines, in our sole discretion, that Franchisee does meet Franchisor's qualifications, Franchisor may grant that waiver.

After the conversion to the Nextaff Office, Franchisor shall provide training (subject to reasonable limitations prescribed by Franchisor as to frequency and time) to any new approved manager of the office. Franchisor has the right to assess reasonable charges for the training. Franchisor has the right to require that Franchisee (or the managing partner, shareholder or managing member) and any manager(s) and assistant manager(s) attend supplemental and refresher training programs during the term of the Franchise Agreement, to be furnished at a time and place Franchisor designates.

B. FIELD EMPLOYEES AND INTERNAL EMPLOYEES

During the term of this Agreement, Franchisor authorizes Franchisee to act as Franchisor's agent for purposes of recruiting, screening, selecting, marketing, training, assigning and deploying the temporary placed individuals ("Field Employees") who will perform the Services for clients of the Nextaff Office. Franchisee shall direct the temporary assignment of Field Employees to each client or job site.

Franchisor shall be the sole employer for all Field Employees. Franchisee shall require that each Field Employee complete all employment documents required by Franchisor prior to beginning work at any client location. In accordance with this Agreement, Franchisor shall pay all wages to all Field Employees and shall issue a form W-2 to each Field Employee for the wages paid to such Field Employee during each calendar year (or part hereof). With respect to Field Employees, Franchisor will be responsible for all employment-related administration, reporting and regulatory compliance, and will respond to employment-related claims, including workers' compensation and unemployment compensation claims and will file new hire reports, manage garnishment deductions and payments, and administer any health or insurance benefit programs offered through or sponsored by Franchisor for Field Employees. After consultation with Franchisee, Franchisor shall have the right to terminate any Associate.

Franchisee will require each Field Employee to comply with Franchisor's employment policies and standards set forth in Franchisor's then-current Field Employee Handbook. Franchisor authorizes Franchisee to review, complete and maintain all required employment documents (i.e., form W-4, application, and form I-9) on Franchisor's behalf and subject to the terms of this Agreement: (i) determine hourly wages for each Field Employee in accordance with applicable law and market demands (no lower than the state and federal minimum hourly wages); (ii) communicate terms of employment; (iii) collect and maintain all new hire paperwork; and (iv) determine client assignments for Field Employee. Except as expressly stated in this Agreement, Franchisee shall have no other authority or right to act as the agent of Franchisor.

Franchisee shall employ all full and part-time internal staff individuals (the "Internal Employees") that Franchisee deems necessary to administer the Services being provided by the Field Employees and shall maintain a staff of Internal Employees sufficient to operate the Nextaff Office in accordance with Franchisor's standards. Franchisee is solely responsible for setting compensation and securing insurance for Internal Employees, and, except for training Franchisor provided under this Agreement, for the training, supervision, conduct and actions of each Internal Employee. Franchisee shall ensure that each Internal Employee: (i) is familiar with the relationship between Franchisor and Franchisee set forth in this Agreement; (ii) is familiar with the employment-related laws and regulations that relate to their job responsibilities in the state(s) where the Nextaff Office is being operated; (iii) understands the basic operation of the Franchise Business and Franchisor's standards, policies, procedures and requirements as they pertain to the Internal Employee's job duties and responsibilities including any work related accident, illness or injury, any unemployment claim or garnishment notice or any other official or legal communication pertaining to Field Employees. Franchisor has no obligation under this Agreement with regard to any Internal Employee's day-to-day job performance.

Franchisee shall pay all wages, taxes, workers compensation and any other insurance, and any other expenses for Internal Employees. Franchisee may request Franchisor's assistance to coordinate and/or arrange for payroll processing for the Internal Employees by a third-party vendor, but Franchisor will not be an employer for any Internal Employee and will have no employer responsibility or liability with respect to Internal Employees.

Franchisee shall provide prompt written notice to Franchisor of the termination of any Internal Employee who has access to confidential accounts or password-protected areas and shall hold Franchisor harmless from all liability whatsoever for any loss or damages, including any loss of data or any security or confidentiality breach, caused by a current or former Internal Employee using access or accounts established by or for Franchisee or at Franchisee's request.

Franchisee shall, and shall cause all of its Internal Employees to, do all of the following:

- (i) Follow the employment practices contained in the Operations Manual and in this Agreement as they apply to Field Employees, Internal Employees, and the Nextaff Office;
- (ii) Directly control (as Franchisor's agent) the selection and hiring of all Field Employees, including a one-on-one, pre-hire interview with each Associate, and not delegate or assign this responsibility to any client, customer, contractor or other person or entity;
- (iii) Comply with all applicable local, state, and federal laws and regulations, including the Immigration Reform and Control Act, the Fair Labor Standards Act, the Americans with Disabilities Act, EEOC guidelines, state and federal Wage and Hour laws;
- (iv) Develop, maintain and produce upon request basic job descriptions for all client positions in which Field Employees are working;
- (v) Use, in the hiring and management of the Field Employees, only those forms, manuals, policy statements, performance appraisals, disciplinary forms, personnel reports and agreements that Franchisor has either provided to Franchisee or specifically approved in advance; and
- (vi) Maintain complete and accurate records, including physical personnel files on each Associate.

Unless Franchisee otherwise notifies Franchisor in writing, Franchisor has the right to rely and to act on all service requests, direction and information provided by Franchisee or any Internal Employee, or other employees or designated contractors acting on Franchisee's behalf, regarding Services, payment and billing information, hours worked and any other matter relating to this Agreement or the operation of the Nextaff Office.

C. INITIAL ASSISTANCE AND DATA CONVERSION

For Conversion Franchisees, franchisor shall provide Franchisee with the services of one employee of Franchisor for 30 hours for supervisory guidance in connection with the initial operation of the Nextaff Office. Franchisor has the right to determine the time or times at which the employee is available to Franchisee.

As part of the initial setup of the Nextaff Office, Franchisor will convert basic employee and client records from Franchisee's existing database to Franchisor's information systems. The employee records converted by Franchisor will include current employee names, contact information (address, phone, e-mail), employee tax filing status and tax exemptions, employee status code, hire date and a single field containing employee notes. The client records converted by Franchisor will include name, contact information, billing and worksite addresses and the name and telephone number for at least one individual representative of each client. Franchisor will not convert historic detail on paychecks and invoices created in another computer application or system. At least eight (8) weeks in advance of the time for completion of Franchise Agreement

conversion set forth on Exhibit A, Franchisee will provide Franchisor with all data to be converted in a compatible, electronic format (Excel, txt, csv, etc.) with clear labeling of all fields. If Franchisee requests additional data or information be converted, or fails to provide electronic data in a timely manner, Franchisee may charge Franchisee an additional fee for such additional services provided or costs incurred.

D. OPERATING ASSISTANCE

Franchisor may advise Franchisee of operating problems of the Nextaff Office disclosed by reports submitted to, or inspections made by, Franchisor. Franchisor will furnish Franchisee assistance in the operation of the Nextaff Office, as it deems appropriate, which may consist of:

- (1) Operating procedures;
- (2) Additional services that are designated by Franchisor as Services authorized for sale by Franchisee;
- (3) Marketing materials and advertising research data;
- (4) Employee relations;
- (5) Marketing assistance and sales promotion programs; and
- (6) Administrative, bookkeeping, accounting, marketing/sales and general operating procedures.

E. FIELD EMPLOYEE PAYROLL PROCESSING

Franchisee must enter its payroll data, including its Field Employees pay rate and hours of employment, on a weekly basis into Franchisor's web-based software or through a designated payroll service provider selected by Franchisor in its sole discretion. Franchisee shall comply with all the requirements for such payroll data in the Operations Manual, as defined below in Section 5H. Franchisee acknowledges and agrees that Franchisor will rely on the data Franchisee enters into the payroll system and by entering such data into the payroll system, Franchisee is representing that: (1) it has reviewed and approved the payroll information entered; (2) the information is accurate; and (3) such information, as well as the status of each Field Employee as either exempt or non-exempt and as either a W-2 employee or an independent contractor, complies with the requirements of Internal Revenue Service and all applicable laws. After Franchisee submits the payroll data for Field Employees placed by Franchisee, Franchisor will provide processing and payment of the following items for each Associate:

- (1) all wages including all direct deposit payroll checks and paycards;
- (2) all local, state and federal income and employment taxes;
- (3) all state and federal unemployment insurance and unemployment claims;
- (4) all worker's compensation insurance and worker's compensation claims; and
- (5) other applicable insurance, garnishments and deductions.

F. ACCOUNTS RECEIVABLE

For purposes of this Agreement, "Accounts Receivable" means any obligation on the part of any client, or other individual or organization, to pay or compensate in any way, which arises from any staffing service provided by a Field Employee deployed by Franchisee or from any related product or service. All Accounts Receivable are from their inception, and will remain, the sole and exclusive property of Franchisor, and Franchisee acknowledges and agrees that Franchisor owns the entire interest in all Accounts Receivable. Franchisee acknowledges and agrees that it never had, and does not now or in the future have, any right, title, interest in or claim to any Accounts Receivable. Franchisee acknowledges that Franchisor has entered or will enter financing arrangements with third party lenders pursuant to which it will, among other things, grant to such lenders a security interest and lien upon the Accounts Receivable to secure Franchisor's obligations to such lenders. In addition to this Agreement, as part of Franchisor's financing arrangements with its lenders, Franchisee may be required to sign a Security Agreement which is attached hereto as Exhibit D. To induce such lenders to extend financing to Franchisor, Franchisee shall not make any claim against any such lender or its interest in the Accounts Receivable. Without in any way limiting the generality of the foregoing and to further evidence the intention of the parties hereto, Franchisee hereby sells, assigns and transfers to Franchisor all of Franchisee's right, title and interest in and to any accounts and all proceeds thereof in respect of goods or services provided to clients of Franchisee which, notwithstanding the terms and conditions of this Agreement, may be determined to be Franchisee's property or in which Franchisee is determined to have an interest. To the extent that any determination is made by any court or other party that Franchisee has an ownership interest of any kind in any Accounts Receivable, as additional security for all obligations that Franchisee owes to Franchisor, Franchisee hereby grants Franchisor a first priority security interest in (i) the Accounts Receivable, whether now-existing or arising hereafter, whether in the nature of accounts for services or otherwise, (ii) any checks, instruments, cash or other amounts received as payments under or in connection with the Accounts Receivable, and (iii) all proceeds thereof.

Franchisee will send invoices to each client receiving Services from the Nextstaff Office which will direct the client to pay the amount of each invoice directly to Franchisor. All invoices to clients must be prepared on forms approved by Franchisor through Franchisor's web-based software or Franchisor's designated vendor. Franchisee will deliver all invoices to clients on a timely basis. After Franchisor collects payments on these invoices, Franchisor will retain the amount necessary to reimburse Franchisor for all Direct Payroll Costs incurred and for any other fees, charges or set offs set forth in Section 9 of this Agreement, and Franchisor will retain the Royalty Fees. Franchisor will then remit the balance to Franchisee.

Franchisee shall gather the information required by Franchisor for all new Services clients, worksites and jobs to which Field Employees may be assigned and shall physically visit and inspect each client worksite at or before the time any Field Employee begins performing job duties at the worksite and identify any risks present in the workplace or associated with such client or worksite, except for work comp class code 8810. As a condition precedent to Franchisor's obligation to pay Franchisee as provided in the preceding paragraph, Franchisee must provide Franchisor with the information it requires with respect to the client's legal name, type of business, job duties and descriptions, safety and worksite hazards and appropriate documentation of the terms and conditions under which the Services are being performed. Franchisee shall obtain Franchisor's consent before providing any Services to (i) any party affiliated with Franchisee or (ii) any party which Franchisee has any reason to believe is financially insolvent or employing any illegal, unsafe or unethical business practices. Franchisee shall retain all client and worksite documentation for at least one year after the last payroll is completed to any Field Employee assigned to that client and shall make all such documentation available to Franchisor upon request. Franchisee shall

indemnify Franchisor from all liabilities from claims that arise as a result of false, misleading or incomplete client information provided to Franchisor by Franchisee.

If Franchisee receives a payment from any client directly, Franchisee will promptly forward such payment directly to Franchisor for processing as provided in this Agreement. If Franchisee fails to promptly forward such payment or takes any action with respect to such payment (such as depositing the payment or using the proceeds), Franchisor has the right to assess a 10% non-compliance processing surcharge to Franchisee for failing to forward such payment directly to Franchisor.

Franchisor is permitted to limit or decline credit to clients that Franchisor determines have credit risks that are unacceptable to Franchisor.

G. FRANCHISOR INSURANCE PROGRAMS

Since Franchisor is the employer of the Field Employees, Franchisor will maintain, administer and pay for workers' compensation insurance. In addition, to the extent other employer insurance (including employment practices liability insurance) covers Franchisee actions when acting as Franchisor's agent under this Agreement is available to Franchisor and such coverage is practical and cost effective, Franchisor will maintain such insurance. Franchisor will provide safety, risk management, and loss control programs and systems, along with manuals, forms and instructions for use in the Nextaff Office. Franchisor will select all insurance carriers and related service providers and will be responsible for administering workers' compensation, unemployment and other employment claims relating to Field Employees. Franchisee acknowledges that there may be a deductible associated with claims made under any employment practices liability insurance policy, and Franchisee shall pay or fund the cost of any applicable deductible for each claim under such policy made by Franchisee.

(1) Risk Management Program. As a condition precedent to Franchisor's obligations and commitments to provide the insurance programs set forth in this Agreement, Franchisee must cooperate and participate in Franchisor's Risk Management Program ("RMP") which includes training, consultation, client underwriting requirements, safety requirements, post-accident procedures and a return-to-work program. Franchisee shall complete an initial evaluation and training session within ninety (90) days after the conversion date. Thereafter, Franchisor shall have the right to conduct periodic site evaluations, consultations and procedural reviews. In accordance with the RMP, Franchisee shall determine the basic ability, competence, qualifications and appropriateness of each Field Employee for each client, worksite and job position. If Franchisee fails to participate, Franchisor may charge Franchisee any direct costs associated with the non-compliance which could include but is not limited to modified duty wages.

(2) Return-to-Work Program. Franchisee shall support and participate in Franchisor's Return to Work Program which is designed to re-activate ill or injured claimants and find and coordinate restricted duty assignments for such claimants. If Franchisee fails to cooperate in the Return-to-Work Program by finding suitable work assignments for claimants who have been released for restricted work duty, Franchisor shall have the right, in its sole discretion, to pay wages to such claimants and charge Franchisee for all Direct Payroll Costs related to such claimants.

(3) Work Comp Claims Costs Sharing. During the term of the Agreement, Franchisor may charge Franchisee for a portion of all Workers' Compensation claims costs actually paid by Franchisor or its insurers in relation to any injury to, or illness of, any Field Employee (the "Claims Costs"). If Franchisor charges Franchisee, Franchisee is responsible for the actual amount paid by Franchisor on all claims up to the then current deductible. Detail (treatment, provider, etc.) on the specific claim expense(s) will be available to Franchisee upon request. When a work-related accident or illness is reported to

Franchisor more than 24 hours after it is first reported to Franchisee. Franchisee's share of the cost of any resulting claim(s) shall be 1.5 times the amount that would otherwise be Franchisee's maximum share.

(4) Work Comp Classification.

(a) **Determining Class Code.** All wages paid to Field Employees shall have a Workers' Compensation classification (a "Class") associated with them. In every case, the Class will be assigned in accordance with the Scopes Manual and Classification Guidelines published by the National Council on Compensation Insurance (the "NCCI") or the equivalent state-published guidelines where NCCI classifications do not apply. Any dispute over a Class shall be resolved by a classification specialist at the NCCI or the governing state agency. Franchisee is responsible for understanding the nature and general business function of each job position and each client and/or worksite where Field Employees are assigned and shall provide to Franchisor all information necessary to properly identify the appropriate Class. Such information shall be communicated in writing, or by means and on forms provided by Franchisor. By providing client and/or worksite information, Franchisee is representing that such information is complete and accurate to the best knowledge of Franchisee.

(b) **Misclassification.** If Franchisee intentionally misclassifies a client or worksite or provides false or incomplete information to Franchisor as the basis for payroll classification or client activation, such action is a material breach of this Agreement. In addition, if Franchisor misclassifies payroll based on erroneous or incomplete client, worksite or job information provided by Franchisee, Franchisee shall be responsible for any additional Workers' Compensation expense which may have accrued on payroll previously issued on the incorrect Class code, plus a penalty equal to 100% of the difference between the Workers' compensation expense accrued and the expense that would have been accrued under the correct classification.

(5) Workers' Comp Expenses.

(a) **Initial Determination.** In states with competitive pricing of Workers' Compensation insurance, the allocation for Workers' Compensation expense that is included in calculations of Direct Payroll Costs shall be based upon loss costs by class code in effect as of the date of this Agreement unless otherwise specified in writing ("Loss Costs") as published by NCCI, or by the responsible state rating bureau in states for which NCCI does not publish loss costs. In states that administer Workers' Compensation rates, Workers' Compensation premiums will be based upon the state-published rates by class code.

(b) **Subsequent Years.** After 15 months of operation under the Agreement, measured from the date of the first payroll made to Field Employees under this Agreement, if the annualized allocation for Workers' Compensation expense included in Direct Payroll Costs of Field Employees for the Nextaff Office meets minimum volume requirements, new multipliers will be calculated based upon the then-current published Loss Costs and actual Workers' Compensation losses associated with the Nextaff Office. Multipliers will be established in accordance with Franchisor's standard methods and calculations and the data supporting those multipliers will be provided to Franchisee. Each multiplier established shall remain in effect for at least one year, subject to subparagraph (d) below. Franchisee acknowledges that the purpose for the rate multiplier is to allocate the costs of Workers' Compensation insurance to the Nextaff Office based on the actual claims and loss experience related to the clients and Field Employees of the Nextaff Office.

(c) **Multiplier Changes.** Loss Cost multipliers or rate multipliers are established to ensure that all projected Loss Costs are adequately funded. When new multipliers are

calculated, the published Loss Costs or manual rates in effect at that time will be used to determine the allocation of Workers' Compensation costs. If published Loss Costs or manual rates should change after Franchisee's multipliers have been calculated, Franchisee's multiplier and rates will not be affected and will not change until the next annual calculation scheduled under this Agreement.

(d) Basis for Expenses. Workers' Compensation expenses will be established for payroll associated with the Nextaff Office based on information Franchisee provides for historic Workers' Compensation losses, payroll states and classifications for payroll previously incurred or projected by Franchisee and projected by Franchisor. If any of that information should change materially, including effective average risk levels (mix of business defined as total premiums divided by total subject payroll), or if actual exposures vary substantially from projections, Franchisor shall have the right in its sole discretion to change Workers' Compensation rates upon thirty (30) days' advance notice to Franchisee.

H. OPERATIONS MANUAL

Franchisor provides to Franchisee, during the term of the Franchise Agreement, access to its electronic operations manual, which may consist of one or more handbooks or manuals, and other written materials (collectively, the "Operations Manual") for the operation of Nextaff Offices, containing mandatory and suggested Specifications, standards and operating procedures prescribed by Franchisor and information relative to other obligations of Franchisee. Franchisor has the right to add to, and otherwise modify, the Operations Manual to reflect changes in the scope of permissible Services to be offered or sold by Franchisee, and other Specifications, standards and operating procedures of a Nextaff Office, provided that no addition or modification alters Franchisee's fundamental status and rights. Franchisee must keep his copy of the Operations Manual current, and the master copy of the Operations Manual maintained by Franchisor at its principal office controls if there is a dispute relative to the contents of the Operations Manual.

6. LICENSED MARKS

A. OWNERSHIP AND GOODWILL OF LICENSED MARKS

Franchisee acknowledges and agrees that Franchisee has no interest whatsoever in or to the Licensed Marks and that Franchisee's right to use the Licensed Marks is derived solely from this Agreement and is limited to Franchisee's operation of the Nextaff Office in compliance with this Agreement and all applicable Specifications, standards and operating procedures prescribed by Franchisor during the term of the Franchise. Any unauthorized use of the Licensed Marks by Franchisee constitutes an infringement of the rights of Franchisor and its licensor in and to the Licensed Marks.

Franchisee acknowledges and agrees that usage of the Licensed Marks and any goodwill associated with the Licensed Marks exclusively benefits Franchisor and its licensor, and that this Agreement does not confer any goodwill or other interests in the Licensed Marks upon Franchisee. Franchisee must not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Licensed Marks or assist any other person in contesting the validity or ownership of any of the Licensed Marks.

All provisions of this Agreement applicable to the Licensed Marks apply to any additional trademarks, service marks, logo forms and commercial symbols authorized by Franchisor for use by Franchisee and licensed to Franchisee.

B. LIMITATIONS ON FRANCHISEE'S USE OF LICENSED MARKS

Franchisee agrees to use the Licensed Marks as the sole identification of the Nextaff Office, but Franchisee must identify himself as the independent owner in the manner prescribed by Franchisor. Franchisee must not use any Licensed Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, nor may Franchisee use any Licensed Mark in the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to display the Licensed Marks prominently and, in the manner, prescribed by Franchisor on signs, forms and any other indicia of the operation of the Office. Further, Franchisee agrees to give notices of trademark and service mark registrations and copyrights as Franchisor specifies and to obtain fictitious or assumed name registrations as may be required under applicable law.

C. RESTRICTIONS ON INTERNET AND WEBSITE USE

Franchisor retains the sole right to advertise the System on the Internet and to create, operate, maintain, modify, or discontinue the use of, a website using the Licensed Marks. Franchisee shall not, without Franchisor's written approval: (a) link or frame Franchisor's web site; (b) conduct any business of the Franchise or offer to sell or advertise any of the Services on the worldwide web; or (c) create or register any Internet domain name in connection with the Franchise.

Franchisor has registered the domain name "nextaff.com." Franchisee acknowledges that Franchisor is the lawful and sole owner of the domain name "nextaff.com" which domain name incorporates Franchisor's trademark NEXTAFF®. Franchisee agrees not to register the trademark NEXTAFF® or any of the Licensed Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names, including, but not limited to, generic and country code top level domain names available at the present time or in the future.

D. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

Franchisee must notify Franchisor immediately in writing of any apparent infringement of, or challenge to, Franchisee's use of any Licensed Mark, or claim by any person of any rights in any Licensed Mark or any similar trade name, trademark or service mark of which Franchisee becomes aware. Franchisee must not communicate with any person other than Franchisor and its counsel regarding any infringement, challenge or claim. Franchisor and/or its licensor has sole discretion to take any action it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. Franchisee agrees to execute all documents, render assistance and do all acts and things as may, in the opinion of Franchisor's counsel, be advisable to protect and maintain the interests of Franchisor and/or its licensor in any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding or to otherwise protect and maintain the interests of Franchisor and/or its licensor in the Licensed Marks.

E. INDEMNIFICATION OF FRANCHISEE/DISCONTINUANCE OF USE OF LICENSED MARKS

Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which he is held liable in any proceeding in which Franchisee's use of any Licensed Mark is held to constitute trademark infringement, unfair competition, or dilution, and for all costs reasonably incurred by

Franchisee in the defense of any claim brought against him or in any proceeding in which he is named as a party, if Franchisee has timely notified Franchisor of the claim or proceeding and has otherwise complied with this Agreement and that Franchisor has the right to defend any claim. If Franchisor defends the claim, Franchisor has no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursements of any attorney retained by Franchisee.

If it becomes advisable at any time, in Franchisor's sole discretion, for Franchisor and/or Franchisee to modify or discontinue use of any Licensed Mark, and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply within a reasonable time after notice by Franchisor, and the sole liability and obligation of Franchisor in any event shall be to reimburse Franchisee for the out-of-pocket costs of complying with this obligation.

7. CONFIDENTIAL INFORMATION

Franchisor possesses certain confidential information consisting of the methods, techniques, formats, Specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of Nextaff Offices (the "Confidential Information"). Franchisee acknowledges and agrees that the information Franchisee now has or obtains in the future concerning the System and the concepts and methods of promotion and operation of the Nextaff Office are derived from Franchisor pursuant to this Agreement and that such Confidential Information may constitute a Trade Secret of Franchisor. For purposes of this Agreement, "Trade Secrets" shall mean information or data about Franchisor or about the operation of the Nextaff Office or about any of its services or products, including, but not limited to, technical or non-technical data, methods, techniques, processes, financial data, financial plans, marketing plans, services and promotional plans, lists of vendors and approved vendors, customer lists, customer contracts, that (a) derive economic value, actual or potential, from not generally being known to or generally ascertainable by proper means by other persons who can obtain economic value from their disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Franchisor discloses the Confidential Information and Trade Secrets to Franchisee in furnishing Franchisee the training program, the Operations Manual and the guidance furnished to Franchisee in the operation of the Nextaff Office during the term of this agreement. Franchisee acknowledges and agrees that it and its Principals do not acquire any interest in the Confidential Information or Trade Secrets, other than the right to utilize them in the operation of the Nextaff Office during the term of the Franchise and that the use or duplication of the Confidential Information or Trade Secrets in any other business constitutes an unfair method of competition. Franchisee acknowledges and agrees that the Confidential Information and the Trade Secrets are proprietary to Franchisor and are disclosed to Franchisee solely on the condition that Franchisee agrees and Franchisee does agree that it and its Principals:

- (1) will not ever use the Confidential Information or Trade Secrets in any other business capacity;
- (2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets during and after the term of the Franchise;
- (3) will not make unauthorized copies of any portion of the Confidential Information or Trade Secrets disclosed in written form;
- (4) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information or Trade Secrets, including restrictions on disclosure to others. Franchisor discloses the Confidential Information to Franchisee in

furnishing Franchisee the training program, the Operations Manual and in guidance furnished to Franchisee during the term of the Franchise.

Franchisee acknowledges and agrees that Franchisee does not acquire any interest in the Confidential Information, other than the right to utilize it in the development and operation of the Nextaff Office during the term of the Franchise Agreement, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. Franchisee acknowledges and agrees that the Confidential Information is proprietary and is a Trade Secret of Franchisor and is disclosed to Franchisee solely on the condition that Franchisee agrees, and Franchisee does hereby agree, that Franchisee:

- (5) will not use the Confidential Information in any other business or capacity;
- (6) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise;
- (7) will not make any unauthorized copies of any portion of the Confidential Information disclosed in written form;
- (8) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to employees of the Nextaff Office and the use of nondisclosure and noncompetition clauses in employment agreements; and
- (9) will sign the Confidentiality Agreement set forth in Exhibit B or such other form as Franchisor may require and will require all Principals, managers, assistant managers and employees who have access to the Confidential Information to sign such agreement.

If Franchisee obtains Franchisor's prior written consent, which consent shall not be unreasonably withheld, the restrictions on Franchisee's disclosure and use of the Confidential Information shall not apply to (a) information, processes or techniques which are or become generally known in the professional hiring industry, other than through disclosure (whether deliberate or inadvertent) by Franchisee; or (b) disclosure of Confidential Information in judicial or administrative proceedings to the extent Franchisee is legally compelled to disclose information, provided Franchisee uses its best efforts, and affords Franchisor the opportunity, to obtain an appropriate protective order or other insurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

Franchisee acknowledges and agrees that Franchisor would be unable to protect its Trade Secrets against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Nextaff Offices if Franchise owners of Nextaff Offices were permitted to hold interests in any other similar businesses providing or selling the Services. Therefore, during the term of the Franchise Agreement, neither Franchisee, any shareholder, partner, or member (if Franchisee is a corporation, partnership or limited liability company), nor any member of his or their immediate families may have any interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any other similar office providing or selling any Services offered by a Nextaff Office, except for a Nextaff Office operated under franchise agreements granted by Franchisor and the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent or less of that class of securities. For purposes of this Agreement, immediate family means spouse and children.

Franchisee agrees that Franchisor has the perpetual right to use and authorize other Nextaff Offices to use, and Franchisee must fully and promptly disclose to Franchisor, all ideas, concepts, methods and techniques relating to the development and/or operation of a Nextaff Office conceived or developed by Franchisee and/or its employees during the term of this Agreement.

8. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them, that Franchisor and Franchisee are independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose.

Franchisee must conspicuously identify himself at the premises of the Nextaff Office and in all dealings with clients, lessors, contractors, vendors, public officials and others as the owner of the Nextaff Office under a Franchise Agreement with Franchisor and must place other notices of independent ownership on signs, forms, stationery, advertising and other materials as Franchisor requires.

Franchisor has not authorized or empowered Franchisee to use the Licensed Marks except as provided by this Agreement, and Franchisee must not employ any Licensed Mark in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation without the prior written consent of Franchisor or employ any Licensed Mark in a manner that is likely to result in liability of Franchisor for Franchisee's indebtedness or obligations.

Neither Franchisor nor Franchisee shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and franchisee, and neither Franchisor nor Franchisee is obligated by or has any liability under any agreements or representations made by the other that are not expressly authorized, nor is Franchisor obligated for any damages to any person or property directly or indirectly arising out of the operation of the Nextaff Office, whether or not caused by Franchisee's negligent or willful action or failure to act.

Franchisee agrees to indemnify and hold Franchisor and its subsidiaries, affiliates, stockholders, directors, officers, employees, agents and assignees harmless from and against, and to reimburse them for, any loss, liability, claims, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) which any of them may suffer, sustain or incur by reason of, arising from or in connection with, Franchisee's ownership or operation of the Office, unless the loss, liability or damage is solely due to the negligence of Franchisor.

Each party shall hold harmless and indemnify the other party from and against any and all liabilities, claims, losses, costs, damages and expenses (including reasonable attorneys' fees, fines and penalties) which the other party may incur or become liable for as a result of any acts, errors, omissions or negligence of the indemnifying party, including any violation of federal, state and local laws, regulations, ordinances or rules including, without limitation, the following:

Title VII of the Civil Rights Act of 1964; The Civil Rights Act of 1991;
The Age Discrimination in Employment Act of 1967; The Employee
Retirement Income Security Act of 1974; The Rehabilitation Act of 1973;
The National Labor Relations Act; The Fair Labor Standards Act of 1938;

The Americans with Disabilities Act; The Family and Medical Leave Act of 1993; The Vietnam Era Veterans Readjustment Assistance Act of 1974; The Veterans Reemployment Rights Act of 1970; The Occupational Safety and Health Act of 1970; Workers Adjustment Retraining and Notification Act; The Equal Pay Act of 1963; Older Workers Benefit Protection Act; Executive Order 11246; 42 U.S.C. Sections 1881, 1982, 1983, 1985, 1987 and 1988; Illinois Human Rights Act; Alabama Code Section 25-5-11; and any other state or federal statute, executive order, regulation, ordinance, or provision of the United States Constitution, regulating or applying to employment or equal employment opportunity.

The indemnities and assumptions of the liabilities and the obligations continue in full force and effect after the expiration or termination of this Agreement.

9. FRANCHISE FEES; COLLATERAL RESERVE; GUARANTY

A. INITIAL FRANCHISE FEE

Franchisee must pay Franchisor an initial franchise fee equal to \$40,000 upon the execution of this Agreement, provided that Franchisor shall reduce the initial franchise fee under the following circumstances:

- (1) If Franchisee has been an employee of a NEXTAFF Office for a minimum of 24 months immediately before signing this Agreement, the initial franchise fee is \$20,000;
- (2) If a franchisee is a veteran of the United States Armed Forces, the initial franchise fee \$32,000;
- (3) If Franchisee is purchasing more than one Franchised Business or has more than one Area of Responsibility, Franchisor may reduce the initial franchise fee for each additional location or territory; and
- (4) If the Nextaff Office qualifies as a Conversion Office, the initial franchise fee is \$1.

The initial franchise fee must be paid at the time the Franchise Agreement is signed and is fully earned by Franchisor upon execution of this Agreement and is nonrefundable.

B. LAUNCH FEE

Franchisee must pay Franchisor a launch fee in the amount of \$8050. The following items are included in the Launch Fee: a) 12 weeks of direct mailer materials and appointment setting calls to 120 prospects; b) the internal Nextaff sign; c) Nextaff promotional giveaways; and d) your initial press release. Nextaff has a specific marketing plan for opening an office that NEXTAFF will coordinate and implement. The launch fee must be paid at the time the Franchise Agreement is signed and is fully earned by Franchisor upon execution of this Agreement and is nonrefundable.

C. ROYALTY FEES

Franchisor shall retain, on a weekly basis, a non-refundable royalty fee (the "Royalty Fee") equal to the sum of the Gross Wages, Buyout Payments and Direct Hire Payments (all as defined below) Franchise Agreement

multiplied by a percentage set forth in the following table where the percentage is determined based on the Gross Wages paid to the Field Employees of the Franchisee during the preceding calendar year:

<u>PRECEDING 12 MONTHS' GROSS WAGES</u>	<u>ROYALTY FEE</u>
\$0 to \$1m -	8.00%
\$1m to \$2m -	7.75%
\$2m to \$3m -	7.50%
\$3m to \$4m -	7.25%
\$4m to \$5m -	7.00%
\$5m to \$6m -	6.75%
\$6m to \$7m -	6.50%
\$7m to \$8m -	6.25%
more than \$8m-	6.00%

The percentage of Gross Wages paid as a Royalty Fee shall be adjusted on January 1st based on the Gross Wages during the preceding calendar year, provided however, that once Franchisee achieves a certain level of Gross Wages that corresponds to a particular percentage in the table above during any particular year, the percentage paid as a Royalty Fee will not increase in subsequent years due to lower levels of Gross Wages in any of those subsequent years.

As described in Section 5, clients of Franchisee will make payments on invoices for all Services provided by Franchisee directly to Franchisor. Franchisor will use the Gross Revenue collected by Franchisor from Franchisee's clients' payments to (i) pay Direct Payroll Costs (as defined below), (ii) fund the Collateral Reserve (as defined below in Section 9.H.), (iii) satisfy any Weekly Finance Charges (as defined below in Section 9.G.), (iv) contribute any amounts due to the Marketing Fund as set forth in Section 11, paragraph A, (v) reimburse Franchisor for any costs incurred for the pre-employment assessment profiles for Field Employees and (vi) fund the payment of all Royalty Fees due Franchisor. Franchisor will then remit the balance to Franchisee after the amounts above have been subtracted from Gross Revenue collected by Franchisor. The Royalty Fee is waived for the first six months from the date of the Franchise Agreement. Beginning with the seventh month from the date of the Franchise Agreement, the Royalty Fee is due on Friday of each week for the Gross Wages for the previous week.

D. SOFTWARE FEES

Franchisee must pay a monthly software fee of \$132.50 per month; \$14 per month for the ProfitKeeper software; \$250 per month for EMSI software; and \$40 per month for the Sense texting software. The per user monthly fee will be billed to Franchisee by Franchisor. Franchisor will remit the software monthly fee to the software service provider on Franchisee's behalf.

E. REIMBURSEMENT FOR APPOINTMENT PROVIDER COSTS

If Franchisee is not meeting the minimum performance standards and specifications and does not have a salesperson or dedicated appointment setting vendor in place, Franchisor may require Franchisee to use one of Franchisor's appointment setting service providers and pay the costs associated with Franchisee's use of such service provider.

F. ONLINE RECRUITING SOFTWARE OR JOB BOARD USER FEES

Franchisor reserves the right to charge Franchisee a fee for online recruiting software or job board user fees, based on user fees charged by the service provider.

G. FRANCHISEE GUARANTY

Franchisee hereby guarantees the collection of the Accounts Receivable generated from the Nextaff Office including, without limitation, all charges for Services (the "Franchisee Guaranty"). If an invoice remains outstanding for 90 days or more after the original invoice date, Franchisor shall have the right to charge Franchisee for the entire amount of the Direct Payroll Costs incurred by Franchisor related to the outstanding invoice. Franchisee agrees that this guaranty is a guaranty of payment and performance and not of collection, and that its obligations under this guaranty shall be primary, absolute and unconditional, irrespective of, and unaffected by:

- (1) the genuineness, validity, regularity, enforceability or any future amendment of, or change in this Agreement or any other agreement, document or instrument to which Franchisee or any client of Franchisee is or may become a party;
- (2) the absence of any action to enforce this Agreement or the waiver or consent by Franchisor with respect to any of the provisions thereof;
- (3) the existence, value or condition of, or failure to perfect Franchisor's lien against any collateral for this Agreement or any Accounts Receivable or any action, or the absence of any action, by Franchisor in respect thereof (including, without limitation, the release of any such security); or
- (4) the insolvency of any client of Franchisee; or
- (5) any other action or circumstances which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

In addition to the foregoing waivers contained in the preceding paragraphs of this Section 9.G., Franchisee waives and agrees that it shall not at any time insist upon, plead or in any manner whatever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshaling of assets or redemption laws, or exemption, whether now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance by Franchisee of its obligations under, or the enforcement by Franchisor of, this Agreement. Franchisee hereby waives diligence, presentment and demand (whether for non-payment or protest or of acceptance, maturity, extension of time, change in nature or form of the obligations hereunder, acceptance of further security, release of further security, composition or agreement arrived at as to the amount of, or the terms of, the Accounts Receivable, notice of adverse change in the financial condition of any client of Franchisee or any other fact which might increase the risk to Franchisee) with respect to any of the Accounts Receivable or all other demands whatsoever and waives the benefit of all provisions of law which are or might be in conflict with the terms of this Agreement. Franchisee represents that, as of the date of this Agreement, its obligations under this Agreement are not subject to any counterclaims, offsets or defenses against Franchisor.

Franchisee hereby acknowledges and agrees that Franchisor may at any time or from time to time, with or without the consent of, or notice to, Franchisee:

- (1) change or extend the manner, place or terms of payment of, or renew or alter all or any portion of, the Accounts Receivable;
- (2) take any action under or in respect of the Accounts Receivable in the exercise of any remedy, power or privilege relating thereto or available to it at law, equity or otherwise, or waive or refrain from exercising any such remedies, powers or privileges;

(3) amend or modify, in any manner whatsoever, any document evidencing or relating to any Account Receivable;

(4) extend or waive the time for any client of Franchisee in connection with its performance of, or compliance with, any term, covenant or agreement on its part to be performed or observed under any document evidencing or relating to any Account Receivable, or waive such performance or compliance or consent to a failure of, or departure from, such performance or compliance;

(5) take and hold collateral for the payment of the Accounts Receivable guaranteed hereby or sell, exchange, release, dispose of, or otherwise deal with, any property pledged, mortgaged or conveyed, or in which Franchisor has been granted a lien, to secure any Account Receivable; and

(6) release anyone who may be liable in any manner for the payment of any Account Receivable;

and Franchisor shall not incur any liability to Franchisee as a result thereof, and no such action shall impair or release the rights of Franchisor against Franchisee under this Agreement.

H. NON-COMPLIANCE WEEKLY FINANCE CHARGE

For client accounts over 60 days old, Franchisor will charge Franchisee a non-compliance weekly Finance Charge of .192% on the amount of the account over 60 days old, until collected, written off or charged back, unless specifically agreed to in writing.

I. COLLATERAL RESERVE

(1) To secure the Franchisee Guaranty (as defined above in Section 9.G.), Franchisor may deduct a portion of the amounts collected from Accounts Receivable (the "Collateral Reserve Deduction") and hold such funds (without any obligation to segregate such funds from its own funds) as collateral security (the "Collateral Reserve") for the payment and performance of the Franchisee Guaranty. The Collateral Reserve Fee is waived for the first six months from the date of the Franchise Agreement.

The "Collateral Reserve Balance" for Franchisee is the amount held by Franchisor that represents the aggregate amount of all Collateral Reserve Deductions collected from Franchisee minus all amounts that must be paid or incurred by Franchisor on Franchisee's behalf for uncollected Accounts Receivable. The Collateral Reserve Balance will not be segregated and will be retained by Franchisor. Franchisor will maintain a ledger of the amount of Collateral Reserve Balance for Franchisee, and absent manifest error, such ledger shall be deemed conclusive proof of the amount of the Collateral Reserve Balance for Franchisee. The Collateral Reserve Balance is not a deposit account. Currently the maximum amount of Collateral Reserve Deduction equals one-half percent (0.5%) of Gross Wages and is collected by Franchisor until the Collateral Reserve Balance for Franchisee is equal to or greater than \$10,000. Once Franchisee's Collateral Reserve Balance equals or exceeds \$10,000, the Collateral Reserve Deduction shall be reduced to zero. Franchisor has the right to increase the minimum required Collateral Reserve Balance for Franchisee up to a maximum amount of \$25,000. The Collateral Reserve Balance can be used to offset uncollected amounts or deductibles of at least \$2,500 per occurrence.

(2) No interest will be credited to Franchisee with respect to its Collateral Reserve Balance. Franchisor is entitled to keep all the profit or interest derived from the use of the Collateral Reserve. Franchisee will not be permitted to receive any portion of the Collateral Reserve until this

Agreement is terminated and all direct, indirect, contingent and non-contingent obligations of Franchisee to Franchisor have been satisfied.

(3) Upon any default by Franchisee under this Agreement or under any other agreement with Franchisor, Franchisor may immediately setoff, recoup and apply against any obligations of Franchisee hereunder (including the Franchisee Guaranty) any and all amounts held as Collateral Reserve.

(4) Franchisee hereby grants Franchisor a first priority security interest in (A) the Collateral Reserve, whether now existing or arising hereafter, and regardless of whether the Collateral Reserve is classified in whole or in part as an account, money, general intangible or other personal property, (B) any checks, instruments, cash or other amounts received as payments retained as Collateral Reserve, and (C) all proceeds thereof.

(5) Any balance remaining in the Collateral Reserve less any uncollected amounts from accounts receivable generated by your NEXTAFF Office will be paid to you without interest within 90 days after the termination of the Franchise Agreement.

The collateral granted to Franchisor in Section 9(C) of this Agreement is sometimes collectively referred to herein as the "Collateral". Franchisee authorizes Franchisor to file financing statements in wherever Franchisor deems appropriate to perfect the security interests granted to Franchisor in the Collateral. Franchisee represents, warrants and agrees that (i) the security interests granted in the Collateral pursuant to this Agreement are and will continue to be first-lien security interests, (ii) no financing statement covering any portion of any of the Collateral is on file in any public office, (iii) the Collateral is free of all liens, claims and other encumbrances, other than the security interest granted to Franchisor under this Agreement, (iv) the Franchisee will not grant or permit to exist any lien or security interest in any portion of the Collateral, other than the security interest granted Franchisor under this Agreement, (v) Franchisee will defend the Collateral against the claims and demands of all third persons; (vi) Franchisee will give Franchisor at least sixty (60) days prior written notice of any change in the name or state of organization of Franchisee and prompt written notice of any proceeding related to the solvency of Franchisee or any proceeding to seize or possess any of the Accounts Receivable; and (vii) Franchisee will pay any expenses incurred by Franchisor to enforce the security interest granted to Franchisor.

J. ROLLOUT COMMISSION

For each Rollout Franchisee, Franchisor will pay Franchisee, on a monthly basis, an amount equal to 10% of the Royalty Fees received by Franchisor from the Services provided, and Gross Wages generated, by the Rollout Franchisee for the term of the Rollout Franchisee's Franchise Agreement, provided and contingent upon the Franchisee being in compliance with the terms of this Franchise Agreement.

K. INTEREST ON LATE PAYMENTS

All Royalty Fees due from Franchisee to Franchisor and other amounts which Franchisee owes to Franchisor or its affiliates shall bear interest after the due date at .192% per week. The interest rate must not exceed the highest applicable legal rate for open account business credit in the state in which the Nextaff Office is located.

Franchisee acknowledges that this Paragraph does not constitute Franchisor's agreement to accept payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Nextaff Office. Further, Franchisee acknowledges that his failure to pay all

amounts when due constitutes grounds for termination of this Agreement, as provided in Section 17 of this Agreement.

L. APPLICATION OF PAYMENTS

Franchisor has sole discretion to apply any payments received from Franchisee, or any indebtedness of Franchisor to Franchisee, to any past due indebtedness of Franchisee for royalty fees, advertising contributions (if applicable), purchases from Franchisor or its affiliates, interest or any other indebtedness of Franchisee to Franchisor or its affiliates.

M. WITHHOLDING PAYMENTS UNLAWFUL

Franchisee and Franchisor agree that neither Franchisee nor Franchisor will withhold payment of any royalty or any other amount due the other party and that the alleged non-performance or breach of any obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due the other party for royalty fees or any other amounts due.

10. NEXTAFF OFFICE IMAGE AND OPERATING STANDARDS

A. CONDITION AND APPEARANCE OF NEXTAFF OFFICE/ REBUILDING OF NEXTAFF OFFICE

Franchisee agrees to maintain the condition and appearance of the Nextaff Office consistent with the image of a Nextaff Office as an attractive, clean, and efficiently operated office, offering efficient and courteous service. Franchisee agrees to accomplish refurbishing and maintenance of the Nextaff Office, and modifications and additions to its layout, decor and general theme, as is required to maintain the condition, appearance, efficient operation, ambience and overall image (as may be modified by Franchisor), including replacement of worn out or obsolete equipment, computer hardware, software, or signs, repair of the interior and exterior of the Nextaff Office. If, at any time in Franchisor's reasonable judgment, the general state of repair, appearance or cleanliness of the premises of the Nextaff Office (including parking areas) or its fixtures, equipment, or signs do not meet Franchisor's standards, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct any deficiency. If Franchisee fails or refuses to initiate within 10 days after receipt of notice, and continue in good faith and with due diligence, a bona fide program to undertake and complete any required maintenance or refurbishing, Franchisor has the right (in addition to its rights under Section 17 of this Agreement), but is not obligated, to enter upon the premises of the Nextaff Office and effect maintenance and refurbishing on Franchisee's behalf, and Franchisee must pay the entire cost to Franchisor on demand.

If the Nextaff Office is damaged or destroyed by fire or any other casualty, Franchisee must, within 90 days, initiate repairs or reconstruction, and, thereafter, in good faith and with due diligence, continue (until completion) repairs or reconstruction, in order to restore the premises of the Nextaff Office to its original condition before any casualty. If, in Franchisor's reasonable judgment, the damage or destruction is of a nature or to an extent that it is feasible for Franchisee to repair or reconstruct the premises of the Nextaff Office. Franchisor may require Franchisee, by giving written notice, to repair or reconstruct the premises of the Nextaff Office.

B. UNIFORM IMAGE/CLIENT AND LOCATION RESTRICTION

The presentation of a uniform image to the public is an essential element of a successful franchise system. Franchisee agrees that the Nextaff Office will only offer for sale or provide the services approved by Franchisor, in its sole discretion, as appropriate for Nextaff Offices.

Franchisee further agrees that the Nextaff Office will not, without prior written approval by Franchisor, offer any products or services not then authorized by Franchisor for Nextaff Offices.

C. NEXTAFF SERVICES

Franchisee acknowledges and agrees that the Franchisor's methodology is proprietary and necessary to the System and, that all Services, including, without limitation, the identification, evaluation and acquisition of talent, must be provided uniformly by all franchisees and that the Services are uniquely suited for distribution through NEXTAFF Offices and, in the mind of the public, are interrelated with the Licensed Marks; and that the reputation and goodwill of NEXTAFF Offices are based upon, and can be maintained only by uniform and consistent standards and performance by each Nextaff Office. Franchisee agrees that the Nextaff Office will only offer and provide services that have been approved by Franchisor in writing.

Franchisee shall solicit potential clients within its Area of Primary Responsibility and furnish those clients with qualified Field Employees on Franchisor's payroll as orders for Services are received. Franchisee shall provide Franchisor with all necessary payroll and billing information requested by Franchisor.

Franchisor may conduct market research and testing to determine consumer trends and the salability of new services. Franchisee agrees to participate in Franchisor's market research programs that may be conducted by Franchisor in its sole discretion, by test marketing new services in the Nextaff Office. Franchisee agrees to provide Franchisor with timely reports and other relevant information regarding market research. Franchisee agrees to provide the tested services and effectively promote and make a reasonable effort to sell any such services.

Franchisee agrees to advertise, recruit, screen, test, evaluate and dispatch Field Employees as required by the Operations Manual.

Franchisee agrees to hire a salesperson or a dedicated appointment setting vendor. If Franchisee is not meeting the minimum performance standards and specifications and does not have a salesperson or dedicated appointment setting vendor in place, Franchisor reserves the right to require Franchisee to use one of Franchisor's appointment setting service providers. Franchisee will be responsible for all costs associated with this service provider.

D. STANDARDS OF SERVICE

Franchisee must, at all times, give prompt, courteous and efficient service to its clients. The Nextaff Office must, in all dealings with its clients and employees and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

E. SPECIFICATIONS, STANDARDS AND PROCEDURES

Franchisee acknowledges and agrees that each and every detail of the operation of the Nextaff Office is important to Franchisor and other franchisees. Franchisee agrees to maintain the highest standards

of quality and service and, accordingly, agrees to comply with all mandatory specifications, standards and operating procedures (whether contained in the Operations Manual or any other written or oral communication to Franchisee) relating to providing and selling the Services, and the operation of a Nextaff Office, including:

- (1) Type and quality of services;
- (2) Source, quality and uniformity of services;
- (3) Methods and procedures relating to marketing and dealing with clients;
- (4) The safety, maintenance, cleanliness, function and appearance of the Nextaff Office premises;
- (5) Qualifications and demeanor of Field Employees;
- (6) Use of Licensed Marks;
- (7) Use and retention of standard forms;
- (8) Use of exterior and interior signs, posters, displays, standard formats and similar items;
- (9) Identification of Franchisee as the independent owner of the Nextaff Office; and
- (10) Advertising and promotion.

Mandatory specifications, standards and operating procedures prescribed by Franchisor in the Operations Manual for Nextaff Offices or otherwise communicated to Franchisee in writing constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement include all mandatory Specifications, standards and operating procedures contained in the Operations Manual and otherwise communicated to Franchisee.

Franchisee must use the approved vendors designated by Franchisor, in its sole discretion, for all Services and must comply with standards, Specifications and procedures for entry of payroll data and payment as may be established by Franchisor.

F. APPROVED VENDORS FOR DESIGNATED ITEMS

Franchisee shall use in the operation of the Nextaff Office only Franchisor and/or through its designated service provider for payroll services and to use only those types of services, decorating materials, fixtures, equipment and signs that Franchisor has approved for Nextaff Offices.

Avionte' is currently the only approved vendor for the Staffing ATS Software (\$132.50 per month, per user).

Sense is currently the only approved vendor of Texting/Messaging Software (\$40 per month, per Office).

WorkN is currently the only approved vendor of the Mobile Staffing App software \$3 -\$6 per month, per Field Employee.

Clarity Voice is currently the only approved vendor of the Phone System software (cost varies per month, per phone line).

Prophecy is currently the only approved vendor of the Skills Testing Platform software (\$15, as needed, per Field Employee).

EMSI is currently the only approved supplier of the Workforce Market Data Platform software (\$250 per month, per office).

Staffing referrals is the only approved vendor of the Referral and Reference Platform software (\$100 per month, per Recruiter (internal staff member)).

Dropbox and Microsoft SharePoint are currently the only approved vendor of data storage.

Franchisee must purchase QuickBooks Online Essential, which is a cloud-based product and does not require software (\$12 per month, per user). All fees regarding the Internet based QuickBooks Pro software will be Franchisee's sole responsibility.

Franchisee proposes to use any other payroll vendor, screening vendor, or testing vendor, Franchisee must first notify Franchisor in writing and must submit to Franchisor, upon its request, sufficient specifications and/or other information or samples for a determination by Franchisor as to whether such services comply with its specifications and standards, which determination Franchisor will make and communicate in writing to Franchisee within a reasonable time.

Franchisee must comply with all of Franchisor's standards and Specifications the Designated Items used in connection with providing and selling the Services. Franchisor will publish the standards and Specifications relating to the Designated Items in written or electronic communications to Franchisee. Franchisee agrees to use Franchisor's designated vendor for all such services, signage, supplies and materials and to obtain certain software required by Franchisor. If Franchisee desires to purchase, lease or use another vendor for those items, Franchisee must submit to Franchisor a written request for approval. Franchisee must not purchase or lease those items from any other vendor until and unless Franchisor approves that vendor in writing. Franchisor may modify the list of approved brands, brand specifications, and/or vendors, and Franchisee must not, after receiving the modifications in writing, reorder any other brand or reorder from any other vendor. Franchisor must, within a reasonable time, notify Franchisee whether or not a proposed brand and/or vendor is approved. Franchisor may prescribe procedures for the submission of requests for approved brands or vendors and obligations that approved vendors must assume (which may be incorporated in a written agreement to be executed by approved vendors). Franchisor may impose limits on the number of vendors and/or brands to be used in connection with the operation of the NEXTAFF Office.

G. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee must secure and maintain in full force and effect all required licenses, permits and certificates relating to the operation of the Nextaff Office and must operate the Nextaff Office in compliance with all applicable laws, ordinances and regulations. Franchisee is responsible for, and must strictly comply with, all federal and state laws and regulations governing the staffing industry including, without limitation, licensing and bonding.

Franchisee must notify Franchisor in writing within five days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, award of decree, by any

court, agency, or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or of the Nextaff Office.

All advertising and promotion by Franchisee must be completely factual and must conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice which may be injurious to the business of Franchisor and the goodwill associated with the Licensed Marks and other Nextaff Offices.

H. MANAGEMENT OF THE OFFICE/CONFLICTING INTERESTS

The Nextaff Office must at all times be under Franchisee's direct, day-to-day, full-time supervision (or, if Franchisee is a partnership, corporation or limited liability company, a partner, shareholder or member who has been approved by Franchisor as the managing partner, shareholder or managing member and who has satisfactorily completed the training program) or an operating manager who has been approved by Franchisor and who has satisfactorily completed Franchisor's training program. If an operating manager supervises the Nextaff Office, Franchisee (or managing partner, shareholder or managing member) must remain active in overseeing the operations of the Nextaff Office conducted under the supervision of the manager.

Franchisee must, at all times, faithfully, honestly and diligently perform his obligations and continuously exert his best efforts to promote and enhance the Nextaff Office. The person who is responsible for the day-to-day supervision of the Nextaff Office (i.e., the managing partner, shareholder or managing member, or the approved manager) must assume responsibilities on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with Franchisee's obligations.

If, at any time, the Nextaff Office is not being managed by Franchisee (or, if Franchisee is a partnership, corporation or a limited liability company, the managing partner, shareholder or managing member) or an approved manager who has satisfactorily completed Franchisor's training program, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Nextaff Office for and on Franchisee's behalf. Franchisor's appointment of a manager of the Nextaff Office does not relieve Franchisee of his obligations or constitute a waiver of Franchisor's right to terminate the Franchise pursuant to Section 17 of this Agreement. Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Nextaff Office or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Nextaff Office while it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

I. FRANCHISEE INSURANCE

In addition to the insurance maintained on Franchisee's behalf by Franchisor as provided in Section 5., Franchisee must, at all times during the term of this Agreement, maintain in full force and effect, at its sole expense, on a primary, rather than on a participatory basis with Franchisor, the following insurance for its employees, naming Franchisor as an additional insured:

- (1) Comprehensive general liability insurance, including products liability, property damage, and personal injury coverage of at least \$1,000,000 per occurrence; and
- (2) Non-owned automobile liability insurance including personal injury, wrongful death and property damage with combined single limit coverage of at least \$1,000,000.

All insurance policies must be issued by the insurance carrier or insurance carriers acceptable to Franchisor and must name Franchisor as an additional insured, must contain a waiver of the insurance company's right of subrogation against Franchisor and must provide that Franchisor will receive 30 days' prior written notice of termination, expiration or cancellation of policy.

Franchisor may reasonably increase the minimum liability protection requirement annually and require at any time, on reasonable prior notice to Franchisee, different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product or motor vehicle liability litigation or other relevant changes in circumstances.

Franchisee must submit to Franchisor annually a copy of the certificate of, or other evidence of, the renewal or extension of each insurance policy. If Franchisee, at any time, fails or refuses to maintain in effect any insurance coverage required by Franchisor, or to furnish satisfactory evidence thereof, Franchisor, at its option and in addition to its other rights and remedies, may obtain insurance coverage on Franchisee's behalf, and Franchisee must promptly execute any applications or other forms or instruments required to obtain any insurance and pay to Franchisor, on demand, any costs and premiums incurred by Franchisor.

Franchisee's obligation to obtain and maintain the insurance described is not limited in any way by reason of any insurance maintained by Franchisor, nor does Franchisee's performance of obligations relieve Franchisee of any obligations under Section 87 of this Agreement. If you fail to maintain these levels, we may obtain insurance coverage on your behalf and bill you for the cost of related premiums.

Franchisee must submit to Franchisor within 90 days of execution of this Agreement, or at least two (2) weeks before Franchisee takes possession and commences development of the premises from which it will operate the Franchise, whichever first occurs, a copy of the Certificate of Insurance in compliance with these requirements.

11. ADVERTISING

A. MARKETING FUND

Franchisee recognizes the value of advertising, marketing and public relations programs and the importance of the standardization of advertising, marketing and public relations programs and activities which will further the goodwill and public image of the franchise system. Franchisee agrees that Franchisor will develop and administer advertising, marketing and public relations materials and programs designed to promote and enhance the goodwill associated with the Licensed Marks. Franchisee expressly acknowledges and agrees that in all phases of any advertising, marketing and public relations and promotional programs and materials, that Franchisor's decision shall be final and binding on such matters as to, without limitation, the type, quantity, timing, placement, choice of advertising or marketing or public relations materials, the choice of media, market areas and the selection of advertising agencies or the utilization of independent contractor consultants or Franchisor's employees. Franchisee will be required to participate actively in such advertising or public relations or marketing or promotional programs.

Franchisor has instituted and is administering a Marketing Fund and has sole discretion over the creative concepts, the materials and the media used and the placement and allocation of all advertising, marketing or public relations materials and activities. Franchisor has the right to determine, in its sole discretion, the composition of all geographic territories and market areas for the development and implementation of advertising, marketing and public relations programs. Franchisee acknowledges and agrees that the Marketing Fund's programs and activities are intended to maximize public awareness of the

franchise system and that Franchisor is under no obligation to ensure that Franchisee or any other franchisee benefits directly or pro rata from the placement or development of any such advertising, marketing or public relations programs, materials and activities.

The Marketing Fund may be used to meet all costs and expenses related to the following Marketing Fund programs and activities:

- (i) Maintaining, administering, directing and preparing national, regional or local advertising materials, website development, or public relations materials and activities, including, without limitation, the cost of preparing all advertising and solicitation materials, programs and public relations materials and the creative concepts, the cost of conducting any advertising, marketing or public relations program or activity, the cost of preparing television, direct mail, magazine, billboard, newspaper, internet or any other media programs and activities;
- (ii) Employing advertising agencies or utilizing Franchisor's personnel to perform advertising, marketing and public relations services, including the creative concepts;
- (iii) Developing promotional brochures and advertising materials;
- (iv) Conducting market research, testing and development of new services;
- (v) Reimbursement of our administrative and personnel costs and the salaries and overhead associated with advertising, marketing, telemarketing, public relations, market research, product development and payment for consultants providing services and any expenses related thereto;
- (vi) Any other advertising, marketing or public relations program designated by us and the development of any materials for any of these programs;
- (vii) Any software or Software as a Service (SAAS) related to marketing;
- (viii) Any dues for memberships in but not limited to American Staffing Association, Staffing Industry Analysts, National Federation of Independent Businesses, US Chamber of Commerce and International Franchise Association; and
- (ix) Any expenses, including travel, related to Franchisee convention.

For other costs and expenses related to the Marketing Fund or any advertising, marketing or public relations program or the development of any such materials. The Marketing Fund is not Franchisor's asset and is not a trust. Franchisor has no fiduciary obligation to Franchisee to administer the Marketing Fund. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Marketing Fund in that year. Franchisor may make loans to the Marketing Fund and if done so, the Marketing Fund will be required to pay that amount back to Franchisor. Franchisor will cause the Marketing Fund to invest any surplus for future use by the Marketing Fund.

The media in which the advertising may be disseminated includes, without limitation, print, point of purchase, radio, direct mail, television, electronic marketing, websites and billboard and public relations articles and activities. The media coverage may be local, regional or national as determined by Franchisor in its sole discretion. The resource for the development of advertising, marketing or public relations materials may be Franchisor's employees, consultants selected by Franchisor or advertising, public relations or marketing agencies or representatives, as determined by Franchisor in its sole discretion.

Franchisee may utilize Franchisee's advertising and marketing materials as developed by Franchisee, subject to submission to Franchisor and approval by Franchisor in writing of the content.

Throughout the term of the Franchise Agreement, Franchisee agrees to contribute to the Marketing Fund, a minimum amount equal to the greater of \$100 per week or .75% of Gross Wages. Franchisor may increase the amount Franchisee must contribute to the Marketing Fund upon written notice in an amount not to exceed the greater of \$100 per week or 1% of Gross Wages. Franchisee further agrees that Franchisor may retain the monthly amount due from Franchisee to the Marketing Fund each month from the balance paid to Franchisee as provided in Section 9.B. The Marketing Fund Fee is waived for the first six months from the date of the Franchise Agreement.

The Marketing Fund will not be used for any of Franchisor's general operating expenses, except for reimbursement to Franchisor for salaries, administrative costs and overhead as Franchisor determines is related to the activities in the development of advertising, marketing and public relations materials or programs or for the administration or direction of the Marketing Fund and its programs and activities as outlined above, and for collecting and accounting for contributions to the Marketing Fund. Franchisor will prepare an annual report of the operations of the Marketing Fund, which will be available to Franchisee upon reasonable request.

Although the Marketing Fund is intended to be perpetual, Franchisor may terminate the Marketing Fund at any time in Franchisor's sole discretion. The Marketing Fund will not be terminated until all monies paid to the Marketing Fund have been expended for the activities of the Marketing Fund.

The Marketing Fund fee will be suspended if at such time the Marketing Fund balance exceeds \$2,000 multiplied by the number of Nextaff offices for three (3) consecutive months ("Marketing Fund Cap"). As soon as the Marketing Fund balance falls below the Marketing Fund Cap, the fee shall resume.

Franchisor will make available to Franchisee for purchase by Franchisee the advertising, marketing and public relations materials, programs, including, without limitation, advertising public relations and marketing materials, brochures, direct mail materials, electronic communications, merchandising materials, or any other advertising, marketing or public relations or promotional material, which may be produced by the Marketing Fund for purchase by Franchisee.

Franchisor has sole discretion over the selection of any media coverage which may be local, regional or national.

B. LOCAL ADVERTISING

Franchisee is not required to spend a minimum amount on local advertising. Franchisor recommends, however, the use of local classified ads for candidate recruiting.

C. COOPERATIVE

(1) Franchisee agrees that Franchisor shall have the right, in its sole discretion, to designate any geographic area in which two (2) or more Nextaff Offices are located as a region for purposes of establishing an advertising cooperative.

(2) If Franchisor establishes a Cooperative, Franchisee shall contribute to the Cooperative such amounts required by the documents governing the Cooperative; provided, however, Franchisee will not be required to contribute more than \$250 each month to the Cooperative, unless, subject to Franchisor's approval, the members of the Cooperative agree to the payment of the larger fee.

(3) If a cooperative has been established to which Franchisee is contributing, and the Marketing Fund has been established, Franchisee's contribution to the cooperative will be credited toward the required contribution to the Marketing Fund.

D. APPROVAL OF FRANCHISOR

Before their use by Franchisee, samples of all local advertising and promotional materials not prepared by or previously approved by Franchisor must be submitted to Franchisor for prior written approval, which shall not be unreasonably withheld. Local advertising and promotional materials prepared by Franchisee shall be prepared in compliance with Franchisor's advertising and marketing standards and specifications. If written approval is not granted within five (5) business days from the date of receipt by Franchisor of materials, Franchisor is deemed to have given the required approval. However, Franchisor may still disapprove such materials and Franchisee will then cease using such materials. In such event, Franchisor will reimburse Franchisee for its actual costs, if the marketing materials have not violated Franchisor's standard of trademark usage. Franchisee must not use any advertising or promotional materials that Franchisor has disapproved.

12. RECORDS AND REPORTS

A. ACCOUNTING AND RECORDS

During the term of the Franchise Agreement, Franchisee agrees, at his expense, to maintain at the Nextaff Office and preserve for three (3) years from the date of their preparation, full, complete and accurate books, records and accounts prepared pursuant to the double entry method of accounting (utilizing the standard chart of accounts furnished or required by Franchisor), and copies of portions of Franchisee's state and federal income tax returns as reflect the operation of the Nextaff Offices.

B. REPORTS AND TAX RETURNS

Franchisee must furnish to Franchisor the following: (1) on a weekly basis, statements relating to Gross Revenue and Buyout Fees; (2) within forty-five (45) days after the end of each calendar quarter, a quarterly profit and loss statement for the Nextaff Office for the immediately preceding calendar quarter and a year-to-date profit and loss statement; and (3) within 90 days after the end of each fiscal year, an annual profit and loss statement and source and use of funds statement for the Nextaff Office for the year and a balance sheet for the Nextaff Office as of the end of the year, reviewed by an independent certified public accountant, and if requested by Franchisor, accompanied by an opinion of a certified public accountant or firm of certified public accountants selected by Franchisee and approved by Franchisor, which opinion may be qualified only to the extent reasonably acceptable to Franchisor. Furthermore, Franchisee must furnish to Franchisor copies of other reports designated by Franchisor and other information and supporting records as Franchisor prescribes. All financial statements, reports and information must be on forms approved by Franchisor and signed and verified by Franchisee.

Franchisee must maintain readily available for inspection by Franchisor, and must furnish to Franchisor upon its request, exact copies of Franchisee's federal and state income tax returns, which reflect the operation of the Nextaff Office. In addition, Franchisee, at his expense, must furnish to Franchisor (and its agents) for inspection or audit, forms, reports, records, financial statements and other information Franchisor requires. Franchisee must make financial and other information available at a location Franchisor reasonably requests (including Franchisor's office) and must afford Franchisor (and its agents) full and free access of the Nextaff Office during regular business hours. Franchisor (and its agents) has the right to make extracts from, and copies of, all documents and information.

C. PUBLISHING REPORTS

Franchisee agrees that Franchisor may post weekly Gross Revenue, Gross Wages and Buyout Fees reports by Area of Primary Responsibility for franchisees to see how they compare with other franchisees. The weekly reports may be listed either anonymously or by Area of Primary Responsibility, in the sole discretion of Franchisor. Franchisee acknowledges that these weekly reports are highly confidential, and Franchisee agrees not to disclose any information in these reports to anyone other than Franchisor or another franchisee of the system.

D. ELECTRONIC COMMUNICATIONS

Franchisee authorizes Franchisor to transmit materials and information on behalf of Franchisee via electronic communications systems to email or other electronic communications system's addresses as provided by Franchisee or any associated parties. Franchisee acknowledges that some materials will contain Confidential Information intended solely for the use of the receiving party and its authorized agents and representatives. Franchisee further acknowledges that electronic communications systems are not a secure form of transmission and that content may potentially be intercepted or otherwise obtained by persons other than the intended recipient. In consideration of Franchisee's willingness to provide materials and information via electronic communications systems and Franchisor's representation that it will use the same care with this material and information that it uses with its own, unless directed by Franchisee to do otherwise, Franchisee agrees that it will not hold Franchisor responsible for any such communications intercepted or received by anyone other than the intended recipients.

13. INSPECTION AND AUDITS

A. THE FRANCHISOR'S RIGHT TO INSPECT THE OFFICE

To determine whether Franchisee is complying with this Agreement, Franchisor has the right, at any time during business hours, and without prior notice to Franchisee, to inspect the Nextaff Office. Franchisee must fully cooperate with representatives of Franchisor making any inspection and must permit representatives of Franchisor to make copies, photographs or videotapes of the business records and to interview employees and clients of the Nextaff Office.

B. THE FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS

Franchisor has the right at any time during business hours, and without prior notice to Franchisee, to examine or audit, or cause to be examined or audited, the business records, cash control devices, bookkeeping and accounting records, customer contracts, payroll records, bank statements, sales and income tax records and returns and other books and records of the Nextaff Office and the books and records of any corporation, limited liability company or partnership which is the Franchisee. Franchisee must maintain all books, records and supporting documents at all times the Nextaff Office. Franchisee must fully cooperate with representatives of Franchisor and independent accountants hired by Franchisor to conduct any examination or audit.

If any examination or audit discloses an understatement of Gross Wages or Buyout Fees, Franchisee must pay to Franchisor, within fifteen (15) days after receipt of the examination or audit report, the royalty fees due on the amount of the understatement, plus interest (at the rate and on the terms provided in Paragraph K of Section 9 of this Agreement) from the date originally due until the date of payment. Further, if an examination or audit is necessary because of Franchisee's failure to furnish reports, supporting records, financial statements or other documents or information, as required, or failure to furnish reports, records,

financial statements, documents or information on a timely basis, or if an understatement of Gross Wages, Buyout Fees, or Net Fees for any month is determined by any examination or audit to be greater than 1%, Franchisee must reimburse Franchisor for the cost of the audit or examination, including the charges of any independent accountants and the travel expenses, room and board and compensation of employees of Franchisor. The foregoing remedies are in addition to all other remedies and rights of Franchisor under applicable law.

14. COVENANTS

A. Franchisee covenants that, during the term of this Franchise Agreement, Franchisee shall devote full time, energy and best efforts to meet its obligation under this Agreement and shall require its managers to devote full time energy and best efforts to the operation of the Nextaff Office.

B. Franchisee specifically acknowledges, pursuant to this Agreement, that (i) Franchisee will receive valuable specialized training, Trade Secrets and Confidential Information, including, without limitation, information regarding the operation and other methods and techniques of Franchisor and the System, which are beyond Franchisee's present skills and experience, (ii) such training, Trade Secrets and Confidential Information provide a competitive advantage and will be valuable to Franchisee in the development and operation of the Nextaff Office, and (iii) gaining access to such training, Trade Secrets and Confidential Information are a primary reason for entering into this Agreement. In consideration for all of the above, Franchisee covenants that during the term of this Agreement, Franchisee and Franchisee's Principals shall not, either directly or indirectly, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, limited liability company, limited liability partnership or any other entity:

(1) Divert, or attempt to divert, any business or client of the Nextaff Office with respect to Services to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System;

(2) Except with respect to Nextaff Offices operated under franchise agreements between Franchisee and its affiliates, and Franchisor or its affiliates, own, maintain, operate, engage in, or have an ownership interest, in (including any right to share in revenues or profits) in any Competitive Business located within the United States without written approval of Franchisor; or

(3) Employ or seek to employ any person employed by Franchisor or by any other franchisee of Franchisor or otherwise, directly or indirectly, induce those persons to leave their employment, except with the express written permission of Franchisor, in its sole discretion.

C. In further consideration for the training, Trade Secrets, and Confidential Information described above, Franchisee covenants that with respect to Franchisee and its Principals, commencing upon the earlier of the expiration or termination of the Franchise Agreement or the transfer of all of Franchisee's interest in this Agreement, and continuing for two (2) years thereafter, Franchisee and Franchisee's Principals shall not, directly or indirectly, or through or on behalf of, or in conjunction with any person, persons, partnership, limited liability company or corporation:

(1) Divert, or attempt to divert any business or a client of the Nextaff Office with respect to Services to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System;

(2) Except as otherwise provided in this Agreement, employ, or seek to employ any person who is employed by Franchisor (or by any of its affiliates or by any other franchisee), or otherwise directly or indirectly induce such person to leave that person's employment; or

(3) Own, maintain, operate, engage in, or have an ownership interest (including any right to share in revenues or profits) in any Competitive Business that is located within or operated within or that is intended to be located or operated within the Area of Primary Responsibility granted Franchisee pursuant to this Agreement, or in any Competitive Business that is located or operated within or that is intended to be located within the Area of Primary Responsibility of any other franchisee within the System or within a 60 mile radius of the location of any existing NEXTAFF Office.

D. For purposes of this Agreement, a "Competitive Business" means any business that (i) provides or sells any Service provided or sold by a NEXTAFF Office.

E. The above provisions do not apply to Franchisee's ownership of the outstanding equity securities of any publicly held company, if the interest is held for investment only and Franchisee's total holdings do not constitute more than 1% of the outstanding securities of the corporation.

F. The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 14 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 14. Franchisee expressly agrees that the existence of any claims that they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 14. Franchisee acknowledges that a violation of any covenant in this Section 14 would cause irreparable damage to Franchisor, the exact amount of which may not be subject to reasonable or accurate ascertainment. If any covenant is violated, Franchisor may seek injunctive relief to restrain Franchisee, or anyone acting for or on Franchisee's behalf, from violating covenants or any other remedies to which Franchisor may then be entitled. If Franchisor prevails in any suit to enforce any provision, Franchisor is entitled to receive, in addition to any relief or remedy granted, the cost of bringing the suit, including reasonable attorneys' fees. The covenants set forth in this Section 14 survive the termination or expiration of this Agreement.

15. ASSIGNMENT

A. BY THE FRANCHISOR

Franchisor may transfer or assign all or any part of its rights and obligations under this Agreement to any assignee or other successor without the consent of Franchisee or any of its Principals.

B. FRANCHISEE MAY NOT ASSIGN OR SELL SUBSTANTIALLY ALL OF ITS ASSETS WITHOUT APPROVAL OF THE FRANCHISOR

Franchisee acknowledges and agrees that the rights and duties created by this Agreement are personal to Franchisee and its Principals and that Franchisor has granted the Franchise in reliance upon the collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee and its Principals. Unless otherwise specifically permitted by this Agreement, any assignment, sale, conveyance, pledge, sublicense or sub-franchise arrangement or any other attempted transfer (in each case a "Transfer"),

either directly or indirectly, of (1) any interest in this Franchise Agreement, (2) any interest in the Franchise or the Nextaff Office, (3) any of the assets of Franchisee related to the operation of the Franchise or the Nextaff Office, (4) any or all of the ownership interests in Franchisee or any Principal (including by merger or consolidation, by issuance of additional securities, by conversion, by creation of an additional interest, through a divorce proceeding, by will or transfer in trust or the laws of the intestate succession) without the prior written approval of Franchisor constitutes a breach of this Agreement and will be void and have no effect and will convey no rights to or interests in this Agreement, the Nextaff Office or the assets of Franchisee related to the operation of the Franchise.

C. CONDITIONS FOR APPROVAL OF ASSIGNMENT OR SALE OF ASSETS

If Franchisee and the Principals are in full compliance with this Agreement, Franchisor shall not unreasonably withhold its approval of any Transfer, provided that the proposed assignee, buyer, or other transferee (the "Transferee") is of good moral character and has sufficient business experience, aptitude and financial resources to own and operate the Nextaff Office and otherwise meets Franchisor's then-applicable standards for franchisees, and, further provided, that Franchisor may require that any one or more of the following conditions be met before, or concurrently with, the effective date of the assignment or sale of assets or other interest in Franchisee:

(1) All of the obligations of Franchisee or its Principals incurred in connection with this Agreement have been assumed by the Transferee;

(2) Franchisee has paid royalty fees and any other, amounts owed by Franchisee to Franchisor which are then due and unpaid;

(3) The Transferee agrees to successfully complete the training program required of new franchisees;

(4) If required, the lessor of the premises of the Nextaff Office has consented to the Transfer;

(5) The Transferee (and, if transferee is an entity, its Principals) must, at Franchisor's option, execute and agree to be bound by: (a) an assignment and assumption agreement satisfactory to Franchisor, where the Transferee assumes the obligations of Franchisee or the Principal (as the case may be); or (b) the then-current form of franchise agreement and ancillary agreements as are then customarily used by Franchisor to grant franchises for NEXTAFF Offices, which shall provide for the same fees as provided in this Agreement and for a term equal to the remaining Term of this Agreement;

(6) Franchisee or the Transferee pays to Franchisor the Franchisor's then-current standard assignment fee to defray expenses incurred by Franchisor in connection with the Transfer, including training of the Transferee, legal and accounting fees, credit and other investigation charges and evaluation of the Transferee and the terms of the Transfer in an amount equal to the greater of: (i) five percent of the sales price or (ii) \$10,000 provided, however, there is not an assignment fee due upon transfer to heirs, immediate family members or a revocable trust;

(7) Except to the extent limited or prohibited by applicable law, Franchisee, and each of the Principals involved in the Transfer, executes a general release, in form and substance satisfactory to Franchisor, releasing Franchisor of any and all claims such parties may have against Franchisor and its affiliates, officers, directors, employees and agents;

(8) Franchisor approves the material terms and conditions of the Transfer and determines that the price and terms of payment are not so burdensome as to materially affect the future operations of the Nextaff Office by the transferee(s), provided that Franchisor's approval shall not be unreasonably withheld;

(9) Franchisee (and each Principal involved in the Transfer) executes a non-competition covenant in favor of Franchisor and the Transferee, agreeing that for a minimum period of two years, commencing on the effective date of the assignment or sale of assets, Franchisee (and each such Principal) will not have any direct or indirect interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business (as defined above in Section 14.B.) located or operating within a radius of 60 miles of the Nextaff Office or a radius of 60 miles of any other Nextaff Office in operation on the effective date of assignment or sale of assets, except for Nextaff Offices operated under franchise agreements granted by Franchisor and the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent or less of that class of stock; and

(10) Franchisee enters into an agreement with Franchisor agreeing to subordinate any of Franchisee's rights against Transferee (such as for a deferred purchase price payment) to Transferee's obligations to Franchisor (such as for royalty fees and advertising contributions).

Franchisor's consent to a Transfer does not constitute a waiver of any claims it has against the Franchisee, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms or conditions of this Agreement by the Transferee.

D. DEATH OR DISABILITY OF FRANCHISEE

Upon the death or permanent disability of Franchisee (or a Principal who has been approved as the manager of the Franchise), the executor, administrator, conservator or other personal representative, or the remaining Principals, must appoint a competent manager within a reasonable time, not to exceed 30 days, from the date of death or permanent disability. The person appointed must be approved by Franchisor and must complete Franchisor's training program. If the Nextaff Office is not being managed by a manager approved by Franchisor within 30 days after Franchisee's death or permanent disability, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Nextaff Office for and on Franchisee's behalf until an approved assignee is able to assume the management and operation of the Nextaff Office. Franchisor's appointment of a manager of the Nextaff Office does not relieve Franchisee of Franchisee's obligations, and Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Nextaff Office or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Nextaff Office while it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

Upon the death or permanent disability of Franchisee (or any Principal who has been approved as the manager of the Franchise), the executor, administrator, conservator or other personal representative must transfer the interest of such person within a reasonable time, not to exceed twelve (12) months from the date of death or permanent disability to a person approved by Franchisor. Approval of such a transfer will not be unreasonably withheld. Transfers, including transfers by devise or inheritance, are subject to all the terms and conditions for assignments and transfers contained in Paragraphs B and C of this Section 15. Failure to transfer this interest within the twelve (12) month time period constitutes grounds for termination under Section 17 of this Agreement.

E. ASSIGNMENT TO AN ENTITY CONTROLLED BY FRANCHISEE

Upon 30 days' prior written notice to Franchisor, this Agreement and the assets and liabilities of the Nextaff Office may be assigned, by an agreement in form and substance approved by Franchisor, to an entity that conducts no business other than the operation of the Nextaff Office (or other Nextaff Office under franchise agreements granted by Franchisor), which is actively managed by Franchisee and in which Franchisee owns and controls not less than 51% of the voting power of the equity interests for such entity. Any such assignment does not relieve Franchisee's obligations, and Franchisee remains jointly and severally liable for all such obligations. The organizational documents of such entity must restrict the transfer of its equity interests in accordance with Paragraphs B and C of this Section 15 of this Agreement and all issued and outstanding equity certificates must bear a legend reflecting or referring to the restrictions of Paragraphs B and C of this Section 15. There is no assignment fee due for such a transfer to such an entity if the conditions of this paragraph E are satisfied.

Any person or entity that becomes a Principal must execute an agreement in form and substance furnished or approved by Franchisor undertaking to be bound jointly and severally by all provisions of this Agreement. Franchisee must furnish to Franchisor at any time upon request a certified copy of its organizational documents and a list, in a form Franchisor requires, of all persons having a beneficial ownership interest of 10% or more in Franchisee, reflecting their respective ownership interests in Franchisee. Partners, owners and spouses with an equitable interest in Franchisee must sign the Guaranty and Assumption of Obligations Agreement.

F. PUBLIC OR PRIVATE OFFERINGS

If Franchisee (or any of its Principals), subject to the restrictions and conditions of transfer contained in this Section 15, attempts to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures or general or limited partnership interests) in Franchisee or any affiliate of Franchisee, Franchisee, recognizing that the written information used may reflect upon Franchisor, agrees to submit any written information to Franchisor before its inclusion in any registration statement, prospectus or similar franchise disclosure document, offering circular or memorandum and to obtain the written consent of Franchisor to the method of financing before any offering or sale of securities. The written consent of Franchisor pursuant to this Paragraph F does not imply or constitute the approval of Franchisor with respect to the method of financing, the offering literature submitted to Franchisor or any other aspect of the offering. No information respecting Franchisor or any of its affiliates shall be included in any securities disclosure document, unless information has been furnished by Franchisor, in writing, pursuant to Franchisee's written request, in which Franchisee states the specific purpose for which the information is to be used. Should Franchisor, in its sole discretion, object to any reference to Franchisor or any of its affiliates or any of their businesses in the offering literature or prospectus, the literature or prospectus must not be used unless and until the objections of Franchisor are withdrawn. Franchisor assumes no responsibility for the offering whatsoever.

The prospectus or other literature utilized in any offering must contain the following language in bold-face type on the first textual page:

“NEITHER NEXTAFF GROUP, LLC NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER NEXTAFF GROUP, LLC NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY WITH RESPECT TO THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE

INFORMATION SET FORTH, INCLUDING ANY STATEMENTS MADE WITH RESPECT TO ANY OF THEM. NEITHER NEXTAFF GROUP, LLC NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION WITH RESPECT TO THE INVESTMENT CONTEMPLATED BY THIS OFFERING.”

Franchisee and each of its owners agrees to indemnify, defend and hold harmless Franchisor and its affiliates, and their respective officers, directors, employees and agents, from any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys’ fees) incurred in the defense of claims, demands or liabilities, arising from the offer or sale of securities, whether asserted by a purchaser of any security or by a governmental agency. Franchisor has the right (but not the obligation) to defend any claims, demands or liabilities and/or to participate in the defense of any action to which Franchisor or any of its affiliates or any of their respective officers, directors, employees or agents is named as a party.

G. THE FRANCHISOR’S RIGHT OF FIRST REFUSAL

If Franchisee or any Principal at any time attempts to sell or to transfer for consideration the Franchise, the Nextaff Office or an ownership interest in Franchisee, Franchisee or such Principal must submit a bona fide, executed written offer from a responsible and fully disclosed purchaser and must submit an exact copy of the offer to Franchisor. Franchisor has the right, exercisable by written notice delivered to Franchisee or such Principal within 30 days from the date of delivery of an exact copy of the offer to Franchisor, to purchase the interest which is the subject of the offer for the price and on terms contained in the offer, provided that Franchisor may substitute cash for any form of payment proposed in the offer and has a minimum of 60 days to prepare for closing. If Franchisor does not exercise this right of first refusal, Franchisee or such Principal may complete the sale to purchaser pursuant to and on the terms of the offer, in accordance with Paragraphs B and C of this Section 15, provided that if the sale to purchaser is not completed within one hundred twenty (120) days after delivery of the terms of the original offer to Franchisor, or if there is a material change in the terms of such offer, Franchisor shall again have the right of first refusal set forth above.

16. RENEWAL OF FRANCHISE

A. FRANCHISEE’S RIGHT TO RENEW

If, upon expiration of the Initial Term (or a Renewal Term, if applicable):

(1) Franchisee has during the Initial Term substantially complied with all provisions of the Franchise Agreement and any other related agreements and is not currently in default under any such provision; and

(2) (a) Franchisee maintains possession of and agrees to refurbish and decorate the premises of the Nextaff Office, replace fixtures, equipment, signs, and otherwise modify the premises, in compliance with Specifications and standards then applicable to new franchises for Nextaff Offices; or

(b) If either (i) Franchisee is unable to maintain possession of the premises or (ii) in the judgment of Franchisor, the office of the Nextaff Office should be relocated, then Franchisee must secure substitute premises approved by Franchisor and develop substitute premises in compliance with Specifications and standards then applicable to new conversions to the Nextaff Office[A4];

then Franchisee has the right to renew the Franchise for up to four additional five-year terms (each a “Renewal Term”).

B. NOTICE OF RENEWAL AND NONRENEWAL

In order for Franchisee to have the right to renew set forth in Section 16.A, Franchisee must give Franchisor written notice of Franchisee’s desire to renew at least one hundred eighty (180) days before the expiration of this Agreement. If Franchisor does not receive such written notice from Franchisee, this Franchise will expire at the end of the Initial Term. If Franchisor does receive such written notice from Franchisee, then Franchisor will determine whether Franchisee has satisfied the conditions for renewal set forth in Section 16. If Franchisor determines that Franchisee has not satisfied such conditions, Franchisor will give Franchisee written notice (the “Notice of Nonrenewal”) of its determination at least one hundred twenty (120) days before the expiration of the Initial Term. The Notice of Nonrenewal will state the reasons for Franchisor’s determination.

If the reasons stated in the Notice of Nonrenewal include Franchisee’s insolvency, or the occurrence of an assignment for the benefit of creditors by Franchisee or Franchisee’s filing of a petition in bankruptcy or matters which cannot by their nature be cured, then the Notice of Nonrenewal is effective upon delivery and the Franchise will expire at the end of the Initial Term and be subject to Section 16.D. If the reason given for nonrenewal is Franchisee’s nonpayment of sums due under the Franchise Agreement to Franchisor and its affiliates, Franchisee has 10 days from Franchisee’s receipt of the Notice of Nonrenewal in which to cure such default by payment of all sums, including interest due, in compliance with the terms of this Agreement to Franchisor. Except as provided above, if the reasons cited in the Notice of Nonrenewal are curable and in fact cured, as determined by Franchisor, within 60 days of the Notice of Nonrenewal, then Franchisee will be allowed to renew in accordance with the terms of this Agreement. If the reason cited in the Notice of Nonrenewal are capable but Franchisee fails to cure, as determined by Franchisor, then the Franchise will expire at the end of the Initial Term and be subject to Section 16.D.

C. RENEWAL AGREEMENTS/RELEASES

To renew the Franchise, Franchisee (and its Principals) must execute the form of and be bound by the Franchise Agreement and ancillary agreements as are then customarily used by Franchisor in the grant of franchises for the ownership and operation of Nextaff Offices (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise) which may provide for one or more of the following: (1) greater expenditures for advertising and promotion, or (2) increases in the Minimum Performance Standards, which are different than those set forth in this Agreement. Upon each renewal, Franchisee shall become eligible for a reduced royalty fee according to the following adjustments to the Royalty Fee Percentage Table set forth in Section 9.B.:

PEAK 12 MONTH GROSS WAGES	1ST RENEWAL ROYALTY FEE	2ND RENEWAL ROYALTY FEE	3RD RENEWAL ROYALTY FEE	4TH RENEWAL ROYALTY FEE
\$0 to \$1m -	7.75%	7.50%	7.25%	7.00%
\$1m to \$2m -	7.50%	7.25%	7.00%	6.75%
\$2m to \$3m -	7.25%	7.00%	6.75%	6.50%
\$3m to \$4m -	7.00%	6.75%	6.50%	6.25%
\$4m to \$5m -	6.75%	6.50%	6.25%	6.00%
\$5m to \$6m -	6.50%	6.25%	6.00%	5.75%
\$6m to \$7m -	6.25%	6.00%	5.75%	5.50%
\$7m to \$8m -	6.00%	5.75%	5.50%	5.25%
more than \$8m -	5.75%	5.50%	5.25%	5.00%

In addition, Franchisee (and its Principals) must, if requested by Franchisor and as permitted by applicable law, execute general releases, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, officers, directors, employees and agents. Failure by Franchisee and its owners to sign agreement(s) and releases within 30 days after delivery to Franchisee is deemed an election by Franchisee not to renew the Franchise.

D. EXPIRED AGREEMENT

If Franchisee does not sign a new then-current franchise agreement and initiate and comply with the renewal procedures outlined in this Section 16, prior to the expiration of this Franchise and continues to accept the benefits of this Franchise Agreement after the expiration of the Initial Term or any Renewal Term, then at the option of Franchisor this Franchise Agreement may be treated either as:

(1) expired as of the date of expiration with Franchisee then operating without the right to do so and in violation of Franchisor's rights; or

(2) continued on a month-to-month basis (the "Interim Period") until Franchisor or Franchisee provides the other party with written notice of such party's intention to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Franchise Agreement had not expired, and all obligations and restrictions imposed upon Franchisee on the expiration of this Franchise Agreement shall be deemed to take effect upon the termination of the Interim Period.

17. TERMINATION OF THE FRANCHISE

A. Franchisee shall be in default under this Agreement and all rights granted herein shall terminate immediately upon written notice of termination, without an opportunity for Franchisee to cure the cause of termination, if Franchisee does any of the following:

(1) Franchisee is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the Franchisee admits its inability to pay its debts as they become due; or

(2) Franchisee abandons the Franchise by failing to operate the Nextaff Office for five (5) consecutive business days in accordance with the terms of this Agreement; or

(3) Franchisee has made any material misrepresentation relating to the acquisition of the Nextaff Office or Franchisee engages in conduct which reflects materially and unfavorably upon the operation and reputation of the System; or

(4) Franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the Nextaff Office; or

(5) Franchisee fails on more than three (3) separate occasions within any twelve (12) month consecutive period to comply with a material provision of this Agreement, whether or not failure to comply is corrected after notice is sent to Franchisee; or

(6) The Nextaff Office is seized, taken over or foreclosed by a government official in the exercise of its duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor, provided that a final judgment against Franchisee remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed); or a levy of execution has been made upon the Nextaff Office or upon the property used in the Nextaff Office and it is not discharged within five (5) days of such levy;

(7) The Franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the Nextaff Office.

B. Franchisor has the right to terminate this Agreement by providing Franchisee 30 days' prior written notice of the termination, said notice stating the reasons for the termination constituting good cause. For purposes of this Agreement, good cause includes any one of the breaches set forth below, or any other material breach of this Agreement, or Franchisee's failure to comply substantially with essential and reasonable requirements imposed upon Franchisee by Franchisor. The notice of termination shall give Franchisee 30 days in which to cure the matters giving rise to the good cause, which is the basis of the termination. The termination is effective upon the expiration of the 30 day notice period and Franchisee's failure to cure any breach or Franchisee's failure to comply substantially with the essential and reasonable requirements imposed upon Franchisee by Franchisor, in accordance with the provisions set forth below, during this 30 day notice period. It is a material breach of this Agreement and constitutes good cause for termination if Franchisee (or its owners, or shareholders, or partners or members, if Franchisee is a corporation, partnership or limited liability company) and/or the managers do any one of the following:

(1) Fails to obtain lawful possession of an approved location for the Nextaff Office as provided in Exhibit A to this Agreement, or fails to develop the Nextaff Office or failure to open the Nextaff Office for business as provided this Agreement, or fails to satisfactorily complete the training program as provided in this Agreement;

(2) Abandons, or surrenders, or transfers control of, or loses the right to occupy the premises of the Nextaff Office, or fails to obtain an alternative site, or fails to actively operate the Nextaff Office, or if Franchisee is a limited partnership, terminates a general partnership interest;

(3) Fails to attend any supplemental or refresher training programs required pursuant to Paragraph A, Section 5 of this Agreement;

(4) Makes an unauthorized assignment or transfer of this Agreement, the Nextaff Office or an ownership interest in Franchisee;

(5) Makes any unauthorized use of the Licensed Marks or unauthorized use or disclosure of the Confidential Information or Operations Manual;

(6) Fails to timely pay royalty fees or other payments due to Franchisor or its affiliates;

(7) Fails to timely pay amounts due to persons other than Franchisor or its affiliates;

(8) Fails to timely submit when due financial statements, reports or other data information or supporting records;

(9) Abandons, surrenders, transfers control or fails to actively operate the Nextaff Office;

(10) Suffers cancellation of or fails to renew or extend the lease or sublease for or otherwise fails to maintain possession of the premises of the Office;

(11) Fails to maintain or suffers cancellation of any insurance policy required under this Agreement;

(12) Violates any of the covenants contained in this Agreement;

(13) Fails to comply with any other provision of this Agreement or any mandatory specification, or standard or operating procedure prescribed by Franchisor, including any procedure or requirement set forth in the Operations Manual or any standard relating to uniformity and quality of services, image or client service or treatment; or

(14) Fails to meet the Minimum Performance Standards set forth in Exhibit C.

C. Failure of Franchisee to cure a material default of this Agreement within the specified time, or a longer period of time as applicable law may require, will result in the termination of Franchisee's rights under this Agreement.

18. RIGHTS OF THE FRANCHISOR AND OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION OF THE FRANCHISE

A. CEASE TO OPERATE THE NEXTAFF OFFICE

Upon termination of this Agreement or upon expiration of this Agreement without renewal, Franchisee shall immediately cease to operate the Nextaff Office and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former Franchisee of Franchisor. Within 15 days after the effective date of any termination or expiration of this Agreement, Franchisee shall pay all Royalty Fees, Buyout Fees, and all other amounts due (including any interest due) to Franchisor and its affiliates which are then unpaid. Franchisee must contemporaneously, with payment, furnish a complete accounting of all amounts owed to Franchisor and to its affiliates.

B. DISCONTINUANCE OF USE OF LICENSED MARKS

After termination, Franchisee will not directly or indirectly at any time or in any manner identify its business or the premises used for the operation of the Nextaff Office as a current or former NEXTAFF location, or identify itself as a franchisee (or former franchisee) of NEXTAFF or as otherwise associated with Franchisor, or use in any manner any of the Licensed Marks, or any colorable imitation of the Licensed Marks, or any other indicia of NEXTAFF, in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark or other commercial symbol that suggests or indicates a connection or association with Franchisor. Franchisee must promptly remove from its place of business, and discontinue using for any purpose, any and all signs, fixtures, furniture, posters, furnishings, equipment, advertising materials, stationery, supplies, forms and other articles which display any of the Licensed Marks or any distinctive features associated with NEXTAFF.

Furthermore, Franchisee must, at his expense, immediately make all modifications or alterations as may be necessary to distinguish the former Nextaff Office so clearly from its former appearance and from other NEXTAFF locations to prevent any possibility of confusion by the public (including removal of all distinctive physical and structural features identifying NEXTAFF locations and removal of all distinctive signs and emblems). Franchisee must, at his expense, make specific additional changes as Franchisor reasonably requests for this purpose. If Franchisee fails to initiate immediately or complete alterations

within a period of time Franchisor deems appropriate, Franchisee agrees that Franchisor or its designated agents may enter the premises of the former Nextaff Office and adjacent areas at any time to make alterations, at Franchisee's sole risk and expense, without responsibility for any actual or consequential damages to Franchisee's property or others, and without liability for trespass or other tort or criminal act. Franchisee expressly acknowledges that its failure to make alterations will cause irreparable injury to Franchisor and consents to entry, at Franchisee's expense, of any ex-parte order by any court of competent jurisdiction authorizing Franchisor or its agents to take action, if Franchisor seeks an order.

C. CANCELLATION OF REGISTRATIONS AND TRANSFER OF TELEPHONE NUMBERS

Upon termination or expiration (without renewal) of this Agreement, Franchisee will promptly:

(1) Take any action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to his use of any of the Licensed Marks; and

(2) Notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with the Licensed Marks and to authorize transfer of same to or at the direction of Franchisor.

Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with the Licensed Marks, and Franchisee authorizes Franchisor, and appoints Franchisor and any officer of Franchisor as his attorney-in-fact, to direct the telephone company and all listing agencies to transfer same to Franchisor or at its direction, should Franchisee fail or refuse to do so, the telephone company and all listing agencies may accept that direction or this Agreement as conclusive of the exclusive right of Franchisor in those telephone numbers and directory listings and its authority to direct their transfer.

Franchisee will furnish to Franchisor within 30 days after the effective date of any such termination or expiration evidence satisfactory to Franchisor of Franchisee's compliance with the foregoing obligations.

D. CONFIDENTIAL INFORMATION

Franchisee agrees that upon termination or expiration (without renewal) or transfer of this Agreement, he will maintain the confidentiality and immediately cease to use in any business or otherwise the Confidential Information of Franchisor disclosed to Franchisee pursuant to this Agreement and return to Franchisor all copies of the Operations Manual which have been loaned to him by Franchisor. In addition, if any such Confidential Information constitutes a Trade Secret, such information shall be treated in confidence for at least as long as such information.

E. COOPERATION WITH FRANCHISOR

After termination of this Agreement for any reason, Franchisee shall: (a) retain Field Employee employment records and files; (b) assist in the investigation of any claim or demand relating to an Field Employee or event that occurred during the term of this Agreement, specifically including, but not limited to workers' compensation and unemployment compensation claims; and (c) promptly provide Franchisor with any documentation requested by Franchisor relating to such claims or any other matter involving Field Employees.

F. CONTINUING OBLIGATIONS

All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement continue in full force and effect subsequent to its expiration or termination and until they are satisfied or expire.

19. ENFORCEMENT

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of this Agreement, is considered severable and if, for any reason, any portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties to this Agreement, although any portion held to be invalid is deemed not to be a part of this Agreement from the date the time for appeal expires, if Franchisee is a party, otherwise upon Franchisee's receipt of a notice of non-enforcement from Franchisor.

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required in this Agreement, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right, in its sole discretion, to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is prescribed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions, or any specification, standard or operating procedure prescribed by Franchisor, any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Agreement are effective only in that jurisdiction, unless Franchisor elects to give them greater applicability, and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

B. WAIVER OF OBLIGATIONS

Franchisor may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon Franchisee under this Agreement and Franchisee may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon Franchisor under this Agreement, effective upon delivery of written notice to the other or other effective date stated in the notice of waiver. Whenever this Agreement requires Franchisor's prior approval or consent, Franchisee must make a timely written request, and approval must be obtained in writing.

Franchisor makes no warranties or guaranties upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by granting any waiver, approval or consent to Franchisee, or by reason of any neglect, delay or denial of any request. Any waiver granted by Franchisor is without prejudice to any other rights Franchisor may have, is subject to continuing review by Franchisor, and may be revoked,

in Franchisor's sole discretion, at any time and for any reason, effective upon delivery to Franchisee of 10 days' prior written notice.

Franchisor and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant, or to declare any breach to be a default and to terminate the Franchise before the expiration of its term), by virtue of (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of Franchisor or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by Franchisor to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Nextaff Offices, or (iv) the acceptance by Franchisor of any payments due from Franchisee after any breach of this Agreement.

Neither Franchisor nor Franchisee is liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency; (3) acts of God; (4) acts or omissions of the other party; (5) fires, strikes, embargoes, war or riot; or (6) any other similar event or cause. Any delay resulting from any of those causes extends performance accordingly or excuses performance, in whole or in part, as may be reasonable.

C. SPECIFIC PERFORMANCE/INJUNCTIVE RELIEF

Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause it loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee agrees that Franchisor may have injunctive relief, upon due notice, in addition to further and other relief as may be available at equity or law. Franchisee has remedies as may be available at equity or law, including the dissolution of injunction if the entry of injunction is vacated.

D. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of Franchisor and Franchisee under this Agreement are cumulative and no exercise or enforcement by Franchisor or Franchisee of any right or remedy precludes the exercise or enforcement by Franchisor or Franchisee of any other right or remedy which Franchisor or Franchisee is entitled by law to enforce.

E. COSTS AND ATTORNEYS' FEES

If a claim for amounts owed by Franchisee to Franchisor or any of its affiliates is asserted in any legal proceeding before a court of competent jurisdiction or arbitration, or if Franchisor is required to enforce this Agreement in a judicial or arbitration proceeding, the Franchisor is entitled to reimbursement of its costs and expenses incurred, including reasonable accounting and legal fees.

F. MEDIATION

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement (and attachments) or the relationship created by this Agreement to non-binding mediation prior to bringing such claim, controversy or dispute to arbitration or to a court. The mediation shall be conducted either through an individual mediator or a mediator appointed by a mediation services organization or body, experienced in the mediation of disputes between franchisors and franchisees, agreed upon by the parties and, failing such agreement within a reasonable period of time after either party has notified the other of its desire to seek mediation of any claim, controversy or dispute (not to exceed fifteen (15) days) through the American Arbitration Association in accordance with its rules governing mediation, at Franchisor's corporate headquarters in Louisville, Kentucky. The costs and expenses of mediation, including compensation of the mediator, shall be borne by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within 90 days after conferring with the mediator, then either party may submit such claim, controversy or dispute to a court in accordance with the terms of this Agreement. Notwithstanding the foregoing, either party may bring an action (1) for monies owed, (2) for injunctive relief, or (3) involving the possession or disposition of, or other relief relating to, real property in a court having jurisdiction, without submitting such action to mediation.

G. GOVERNING LAW

To the extent not inconsistent with applicable law, this Agreement and the offer and sale of the Franchise is governed by the substantive laws (and expressly excluding the choice of law) of the state of Kentucky.

H. MUTUAL CONSIDERATION

Franchisee and the Franchisor acknowledge that the Agreement between the parties regarding applicable state law and forum set forth above provides each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Franchisee and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

I. EXECUTION OF AGREEMENT

Franchisee and Franchisor acknowledge that the execution of this Franchise Agreement and acceptance of the terms by the parties occurred in Louisville, Kentucky, and further acknowledge that the performance of certain obligations of Franchisee arising under this Agreement, including, but not limited to, the payment of monies due hereunder, shall occur in Louisville, Kentucky.

J. WAIVER OF DAMAGES

Franchisee hereby waives, to the fullest extent permitted by law, any right to, or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities arising out of any cause whatsoever (whether such cause is based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee shall be limited to the recovery of any actual damages sustained by Franchisee. If any other term of the Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provision of waiver by agreement of punitive, exemplary, incidental, indirect, special,

consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

K. JURY TRIAL WAIVER

Franchisor and Franchisee irrevocably each waive trial by jury in any action brought by either of them. Franchisee and Franchisor agree that any litigation, suit, action, counterclaim, cross claim or proceeding, whether at law or in equity, which arises out of, concerns, or as related to this Agreement or any of the relationships or transaction contemplated hereunder, the performance of this Agreement, the relationship between the parties or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Franchisor and Franchisee irrevocably waive any right either party may have to trial by jury.

L. EXCLUSIVE JURISDICTION

Franchisee and Franchisor agree that any action arising out of or relating to this Agreement (including the offer and sale of the Franchise) shall be instituted and maintained only in a state or federal court of general jurisdiction in Jefferson County, Kentucky and the federal courts in Jefferson County, Kentucky and Franchisee irrevocably submits to the jurisdiction of that court and waives any objection he may have to either the jurisdiction or venue of court.

M. BINDING EFFECT

This Agreement is binding upon the parties of this Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

N. CONSTRUCTION/INTEGRATION CLAUSE

This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee. Franchisee acknowledges and agrees that Franchisee is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of Franchisee's own independent investigation of the Nextaff Office and not as a result of any representations about Franchisor made by Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors, attorneys, or franchisees, which are contrary to the terms set forth in this Agreement or Franchisor's Franchise Disclosure Document given to Franchisee pursuant to applicable law, and Franchisee further represents and warrants that:

(1) Franchisee has placed no reliance on any oral or written statements, whether referred to as representations, warranties, inducements or otherwise, which are not contained in this Agreement or in the Franchise Disclosure Document given Franchisee by Franchisor;

(2) Franchisee has entered into this Agreement after making an independent investigation of Franchisor's operations and the System;

(3) Franchisor has not made any guarantee or provided any assurance that the business location will be successful or profitable regardless of whether Franchisor may have approved of the franchise or site location;

Franchise Agreement

(4) Franchisee has (a) read this Agreement in its entirety and understands its contents; (b) been given the opportunity to clarify any provisions that Franchisee did not understand and (c) had the opportunity to consult with professional advisors regarding the operation and effect of the Agreement and the operation of the System;

(5) Franchisee has, together with its advisors, sufficient knowledge and experience in financial and business matters to make an informed decision with respect to the franchise offered by Franchisor;

(6) Franchisee has received a copy of Franchisor's Franchise Disclosure Document at least fourteen (14) calendar days before either the execution of this Agreement or any payment of consideration from Franchisee to Franchisor.

Except as may have been disclosed at Item 19 of Franchisor's Franchise Disclosure Document, Franchisee represents and warrants to Franchisor that no claims, representations or warranties regarding the earnings, sales, profits, success or failure of the Nextaff Office have been made to Franchisee and no such claims, representations or warranties have induced Franchisee to enter into this Agreement.

Except for those changes permitted to be made unilaterally by Franchisor, no amendment, change or variance from this Agreement is binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Except as otherwise expressly provided, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Agreement.

The headings of the several sections and paragraphs are for convenience only and do not define, limit or construe the contents of sections or paragraphs.

The term "Franchisee" as used in this Agreement may be applicable to one (1) or more individual persons or an entity, as the case may be, and the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine. If two (2) or more persons are at any time the Franchisee under this Agreement, their obligations and liabilities to Franchisor are joint and several. References to "Franchisee" and "assignee" and "Transferee" which are applicable to an entity are also applicable to the Principals of such entity.

20. NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operations Manual shall be deemed so delivered at the time delivered by hand, one (1) business day after sending by telegraph or comparable electronic system or three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Reports required to be delivered must be delivered by U.S. mail.

All payments and reports required by this Agreement must be directed to Franchisor at the address notified to Franchisee, or to other persons and places as Franchisor directs. Any required payment or report not actually received by Franchisor during regular business hours on the date due or properly placed in the U.S. mail and postmarked by postal authorities at least three (3) business days before the due date is deemed delinquent.

21. FRANCHISE ACKNOWLEDGEMENTS

A. Franchisee acknowledges that the success of the business venture contemplated by this Agreement is speculative and depends upon many factors including, to a large extent, the Franchisee's independent business ability, and the active participation of Franchisee or its designated representative in the daily affairs of the business. Franchisee further acknowledges Franchisor is not making any representation or warranty, express or implied, as to the potential success of the business venture contemplated hereby or Franchisee's ability to successfully operate it.

B. Franchisee acknowledges that it has entered into this Agreement after making an independent investigation of Franchisor's operations and that it has not relied upon any representation as to Gross Wages, volume, potential earnings or profits which Franchisee might be expected to realize which is not set forth in this Agreement or the Franchisor's Franchise Disclosure Document.

C. Franchisee acknowledges that Franchisee has received Franchisor's Franchise Disclosure Document at least fourteen (14) calendar days before the date of the execution of this Agreement, and that a copy of this Agreement with all blanks filled was received from Franchisor at least seven (7) calendar days before the date of execution of this Agreement.

D. Franchisee represents that Franchisee has read this Agreement in its entirety and been given the opportunity to clarify any provisions that Franchisee did not understand and to consult with an attorney or other professional advisor. Franchisee further represents that he understands the terms, conditions and obligations of this Agreement and agrees to be bound.

E. Franchisee acknowledges that this Agreement and all related business transactions are between Franchisor and Franchisee and that Franchisor's representatives are acting only in a representative capacity and not in any individual capacity.

F. Franchisee acknowledges that future legislation or other government regulation or action could have an impact on the operation of the Nextaff Office and Franchisee agrees that Franchisor will not be responsible for the effect of any such legislation, regulation or action upon Franchisee's operation of the Nextaff Office.

G. This Agreement is executed in multiple copies, each of which is deemed an original.

H. Time is of the essence of this Agreement.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF the parties have executed, sealed and delivered this Agreement in duplicate on the date recited in the first paragraph.

FRANCHISOR

FRANCHISEE

Nextaff Group, LLC

By: _____

By: _____

Name: _____

Name: _____

[or]

, Individually

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given
on _____ by _____
_____, (the "Guarantor").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date (the "Agreement") by NEXTAFF GROUP, LLC (the "Franchisor"), and with _____, a _____ ("Franchisee"), each of the undersigned personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, for the term of the Agreement and as provided in the Agreement, that Franchisee must punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the provisions of Section 8, Section 10, Section 14 and Section 18. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability.

Each of the undersigned consents and agrees that: (1) his direct and immediate liability under this guaranty is joint and several; (2) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) liability is not contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) liability is not diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which is continuing and irrevocable during the term of the Agreement.

Guarantor consents and agrees that:

(1) Guarantor's liability under this undertaking is direct, immediate, and independent of the liability of, and is joint and several with, Franchisee and the other owners of Franchisee;

(2) Guarantor shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;

(3) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the Franchise Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement is impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency;

(4) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having

obtained any judgment against Franchisee. Guarantor waives the defense of the statute of limitations in any action or for the collection of any indebtedness or the performance of any obligation guaranteed; and

(5) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of amounts due pursuant to this undertaking or any negotiations relative to the obligations guaranteed or in enforcing this undertaking against Guarantor.

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

GUARANTOR(S)

PERCENTAGE OWNERSHIP
IN FRANCHISEE

EXHIBIT A
TO THAT CERTAIN
FRANCHISE AGREEMENT
BY AND BETWEEN NEXTAFF GROUP, LLC
AND
DATED _____
(the “Franchise Agreement”)

1. Area of Primary Responsibility. The Nextaff Office shall be operated within the following geographic area ("Area of Primary Responsibility").

2. Timing for Opening or Conversion. Franchisee agrees to open and/or complete the conversion of the NEXTAFF Office on or before _____.

4. Defined Terms. All capitalized or initial capitalized terms contained in this Exhibit and not defined in this Exhibit shall have the same meaning as ascribed to them in the Franchise Agreement.

FRANCHISOR

FRANCHISEE

Nextaff Group, LLC

By: _____

By: _____

Name: _____

Name: _____

[or]

, Individually

EXHIBIT B
CONFIDENTIALITY AGREEMENT AND
ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered on _____, between NEXTAFF GROUP, LLC, a Kentucky limited liability company ("Franchisor"), _____ ("Franchisee"), and _____ ("Covenantor").

RECITALS

WHEREAS, Franchisor has obtained the right to develop a unique system (the "System") for the development and operation of a NEXTAFF Offices ("Nextaff Offices") under the name and marks NEXTAFF™; and

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the marks NEXTAFF® and other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols (the "Licensed Marks") as Franchisor may develop in the future to identify for the public the source of services and products marketed under such Licensed Marks and under the System and representing the System's high standards of quality, appearance and service and distinctive marketing, uniform standards, specifications and procedures for performing services, for marketing inventory, merchandising, management and financial control; operations; quality and uniformity of services offered; training and assistance; and advertising, marketing and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time and are used by Franchisor in connection with the operation of the System ("Trade Secrets"); and

WHEREAS, as part of the System, Franchisee operates a business under the Licensed Marks that sells to clients, and manages client relationships for, professional employer services such as compensation, benefits administration, payroll and tax administration, risk management, human resources, compliance and separation services (the "Services"); and

WHEREAS, the Licensed Marks and Trade Secrets provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by, Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, Franchisor has granted Franchisee the limited right to develop a NEXTAFF Office using the System, the Licensed Marks and the Trade Secrets, pursuant to a Franchise Agreement entered into on _____ ("Franchise Agreement"), by and between Franchisor and Franchisee; and

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to Franchisee and other licensed users of the System of restricting the use, access and dissemination of the Trade Secrets; and

WHEREAS, it will be necessary for certain employees, agents and independent contractors, of Franchisee, or any entity having an interest in Franchisee ("Covenantor") to have access to and to use some

of all of the Trade Secrets in the management and operation of Franchisee's NEXTAFF Office using the System; and

WHEREAS, Franchisee has agreed to obtain from those covenants written agreements protecting the Trade Secrets and the System against unfair competition; and

WHEREAS, Covenantor wishes to remain, or wishes to become associated with or employed by Franchisee; and

WHEREAS, Covenantor wishes and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform the services for Franchisee; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein;

NOW, THEREFORE, in consideration of the mutual covenant and obligations contained herein, the parties agree as follows:

Confidentiality Agreement

1. Franchisor and/or Franchisee shall disclose to Covenantor some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, manuals, drawings, marketing techniques, specifications, techniques and compilations of data which Franchisor provides to Franchisee and/or Covenantor shall be deemed confidential Trade Secrets for the purposes of this Agreement.

2. Covenantor shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment or association with a Franchisee and then only in connection with the development and/or operation by Franchisee of a NEXTAFF Office for so long as Franchisee is licensed by Franchisor to use the System.

3. Covenantor shall not at any time make copies of any documents or compilations containing some or all of the Trade Secrets without Franchisor's express written permission.

4. Covenantor shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of a NEXTAFF Office.

5. Covenantor shall surrender any material containing some or all of the Trade Secrets to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Covenantor.

6. Covenantor shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.

7. All manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

1. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Covenantor of the Trade Secrets, during the term of the Franchise Agreement, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or client of the Nextaff Office with respect to Services to any competitor; and

b. Not to employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, any of its affiliates or any franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Franchisee's employment of such person, if permitted under the Franchise Agreement.

c. Except with respect to the Nextaff Office, not to directly or indirectly, for himself or through, on behalf of, or in conjunction with any person, partnership or corporation or limited liability company without the prior written consent of Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations or joint ventures) become employed, advise, assist or make loans to, any business that is (i) providing or selling Services provided or sold by a NEXTAFF Office located, or is intended to be located, within a 60 mile radius of the location of any NEXTAFF Office in existence, whether owned by Franchisor or its affiliates or its other franchisees.

2. In further consideration for the disclosure to Covenantor of the Trade Secrets and to protect the uniqueness of the System, Covenantor agrees and covenants that for two (2) years following the earlier of the expiration, termination or transfer of all Franchisee's interest in the Franchise Agreement or the termination of his association with or employment by Franchisee, Covenantor will not without the prior written consent of Franchisor:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or client of the Nextaff Office with respect to Services to any competitor;

b. Employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, any of its affiliates or any franchisee of franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment; and

c. Except with respect to the Nextaff Office, not to directly or indirectly, for himself or through, on behalf of, or in conjunction with any person, partnership or corporation or limited liability company without the prior written consent of Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations or joint ventures) become employed, advise, assist or make loans to, any business that is providing or selling Services provided or sold by a NEXTAFF Office located, or is intended to be located, within a 60 mile radius of the location of any NEXTAFF Office in existence, whether owned by Franchisor or its affiliates or its other franchisees.

Miscellaneous

1. Franchisee shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

2. Covenantor agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce the provisions of this Agreement and shall be entitled, in addition to any other remedies that are made available to it at law or in equity, including the right to terminate the Franchise Agreement, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

4. Any failure by Franchisor to object to or take action with respect to any breach of this Agreement by Covenantor shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Covenantor.

5. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KENTUCKY. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF JEFFERSON COUNTY, KENTUCKY AND THE FEDERAL DISTRICT COURT OF JEFFERSON COUNTY, KENTUCKY. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KENTUCKY OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE JEFFERSON COUNTY, KENTUCKY; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, or electronic mail (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

If directed to Franchisor, the notice shall be addressed to:

Cary Daniel
Director of Sales
NEXTAFF GROUP, LLC
11101 Switzer Road, Suite 110
Overland Park, KS 66210
Facsimile: (913) 562-5626

with a copy to:

John D. Moore, Esq.
Husch Blackwell Sanders LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Facsimile: (816) 983-8080

If directed to Franchisee, the notice shall be addressed to:

Attention: _____
Facsimile: _____

If directed to Covenantor, the notice shall be addressed to:

Attention: _____
Facsimile: _____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be effected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its respective affiliates, successor and assigns. The respective obligations of Franchisee and Covenantor hereunder may not be assigned by Franchisee or Covenantor without the prior written consent of Franchisor.

[SIGNATURES ON NEXT PAGE]

FRANCHISOR

Nextaff Group, LLC

By: _____
Name: _____

FRANCHISEE

By: _____
Name: _____

[or]

_____, Individually

COVENANTOR:

EXHIBIT C

MINIMUM PERFORMANCE STANDARDS

Franchisee must meet the following Minimum Performance Standards for the Area of Primary Responsibility in which Franchisee operates on an annual basis each year after Franchisee's first full year of operations.

MINIMUM PERFORMANCE STANDARD - NEXTAFF	
CONTRACT YEAR	TOTAL GROSS WAGES FROM STAFFING SERVICES
Year 2	\$800,000
Year 3	\$900,000
Year 4	\$1,000,000
Year 5	\$1,100,000
Year 6	\$1,200,000
Year 7	\$1,300,000
Year 8	\$1,400,000
Year 9	\$1,500,000
Year 10	\$1,600,000

Franchisee acknowledges and agrees that failure of Franchisee to achieve the minimum annual Performance Standards is a material breach of the Franchise Agreement and could result in termination of the Franchise Agreement or a reduction in territory size.

FRANCHISOR

FRANCHISEE

Nextaff Group, LLC

By: _____

By: _____

Name: _____

Name: _____

[or]

, Individually

EXHIBIT D

SECURITY AGREEMENT

The undersigned _____, a _____ (hereinafter called "Franchisee"), hereby acknowledges that Nextaff Group, LLC, a Kentucky limited liability company (hereinafter called "Nextaff"), owns the entire interest in all of the accounts receivable generated from customers of Franchisee which are serviced by Nextaff in accordance with the provisions of the Franchise Agreement, as defined below. Notwithstanding the foregoing, to the extent that Franchisee, any court, or any other party for any purpose determines that Franchisee owns any interest in the accounts receivable generated from customers of Franchisee which are serviced by Nextaff, Franchisee hereby grants to Nextaff a security interest in all of the Franchisee's accounts receivable, whether now existing or arising hereafter, whether in the nature of accounts for services rendered or goods sold, dues, assessments, rentals, or otherwise, all amounts in the "Collateral Reserve Account" as defined and described in Section 6.A.4. of the Franchise Agreement between Nextaff and Franchisee, as amended from time to time (the "Franchise Agreement"); and all cash proceeds and products of the foregoing items including any insurance proceeds paid in respect thereof, (collectively referred to as the "Assets"), as security for all obligations owing from Franchisee to Nextaff of any kind whatsoever, whether now existing or hereafter arising, including, without limitation, all obligations under the Franchise Agreement and any and all extensions, renewals, substitutions, and changes in form thereof which may be made from time to time.

For valuable consideration, Franchisee warrants and covenants that:

1. Franchisee warrants that: no financing statement covering any of the Assets is on file in any public office; the Assets are free of all liens and claims, other than the security interest under this Agreement.
2. The Franchisee will defend the Assets against the claims and demands of all persons.
3. Franchisee will not sell or transfer the Assets or any interest in them without the prior written consent of Nextaff.
4. Franchisee will execute, upon request by Nextaff, such financing statements or other documentation required by the provisions of the Uniform Commercial Code of Kentucky, or any other State in which Franchisee conducts business.
5. Franchisee will give Nextaff sixty (60) days prior notice in writing of any change in the name or state of organization of Franchisee, or any change in the business address of Franchisee, or the closing of any place of business.
6. Franchisee will give Nextaff immediate notice in writing of the initiation of any proceedings relative to the solvency of the Franchisee, or of any legal proceedings wherein said Assets are in any manner sought to be seized or possessed by any legal authority.
7. Franchisee will pay promptly when due all taxes and assessments levied upon the Assets.
8. Franchisee will keep the Assets free and clear of any and all liens and will not sell, exchange, lease, or otherwise dispose of the Assets or any of Franchisee's rights therein without the prior consent in writing of Nextaff.

9. At Nextaff's option it may discharge taxes, liens, levies, or other encumbrances at any time asserted against or levied upon the Assets and may incur expenses for the preservation of the Assets. All such sums expended by Nextaff for such purposes, or for retaking, holding, or selling the Assets, or otherwise enforcing this Agreement, shall be payable by Franchisee upon demand.

10. Franchisee agrees that the happening or occurrence of any of the following shall, at the sole option of Nextaff, and without notice or demand, constitute a default hereunder:

(A) Failure of Franchisee to make full payment of any obligation under the Franchise Agreement, or otherwise, when and as due.

(B) Failure of Franchisee to observe or perform any of the covenants of this Agreement.

(C) Franchisee becoming insolvent, or being adjudicated a bankrupt, or if there shall be instituted against Franchisee any bankruptcy, insolvency, reorganization, arrangement, debt adjustment, or liquidation proceedings, or if the Assets shall be threatened to be taken in condemnation, levy, lien or forfeiture proceedings, or if Franchisee fails to pay the premiums on any insurance policy or any taxes levied on the Assets or levied on the operation or use of the assets.

(D) The dissolution of the Franchisee.

11. In case of default, Nextaff may exercise its rights under the Uniform Commercial Code in force in the State of Kentucky, or any other State in which jurisdiction may lie. In addition to such rights, Nextaff may declare the entire unpaid portion of the royalty payments under the Franchise Agreement, and all other amounts due and owing, plus accrued interest, immediately due and payable and may immediately enter upon any premises where he has reason to believe the Assets may be found and take possession and remove said Assets, with or without legal process, or pursue any other legal remedy to which he may be entitled.

12. Franchisee shall notify account debtors of Franchisee to remit all payments to Nextaff to the address of PO Box 890802 Charlotte, NC 28289-0802. Upon request of Nextaff, Franchisee shall change the remittance address on all of its invoices to such other address as Nextaff shall instruct.

13. Nextaff's waiver of any default shall not in any manner be deemed to constitute a waiver of any subsequent default by Franchisee. Nextaff's rights hereunder are cumulative and not alternative. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be considered an original. All notices shall be deemed duly given if they are in writing and forwarded by U.S. Mail to the address indicated for each party below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth by each signature below.

FRANCHISOR

FRANCHISEE

Nextaff Group, LLC

By: _____

By: _____

Name: _____

Name: _____

[or]

, Individually

EXHIBIT C**AGENTS FOR SERVICE OF PROCESS**

STATE	STATE ADMINISTRATOR	ADDRESS
California	Department of Business Oversight	320 West 4 th Street, Suite 750 Los Angeles, CA 90013-1105 Toll Free Telephone #: 1-866-275-2677
Hawaii	Department of Commerce and Consumer Affairs	335 Merchant Street Honolulu, HI 96813
Illinois	Office of the Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Maryland	Office of the Attorney General Securities Division	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Consumer Protection Division Franchise Section	525 West Ottawa 670 Law Building Lansing, MI 48913
Minnesota	Department of Commerce	85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York	Office of the New York State Attorney General Investor Protection Bureau Franchise Section	120 Broadway, 23rd Floor New York City, NY 10271-0332 (212) 416-8236 Phone (212) 416-6042 (Fax)
North Dakota	North Dakota Securities Department	600 East Boulevard Fifth Floor Bismarck, ND 58505
Rhode Island	Department of Business Regulation Securities Division	1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Virginia State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division	150 Israel Rd. S.W. Tumwater, WA 98501
Wisconsin	Department of Financial Institutions Securities Division	345 W. Washington, 4th Floor Madison, WI 55103

EXHIBIT D**STATE ADMINISTRATORS**

STATE	AGENT	ADDRESS
California	Department of Business Oversight	320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344
Hawaii	Commissioner of Securities	1010 Richards Street Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Secretary of State	201 State House Indianapolis, IN 46204
Maryland	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Commerce Corporations and Securities Bureau	525 West Ottawa 670 Law Building Lansing, MI 48913
Minnesota	Commissioner of Commerce	85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York	New York Secretary of State New York Department of State	One Commercial Plaza 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	Securities Commissioner	600 East Boulevard, 5 th Floor Bismarck, ND 58505
Rhode Island	Director of the Department of Business Regulation	1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Clerk of the State Corporation Commission	1300 East Main Street 1 st Floor Richmond, VA 23209
Washington	Department of Financial Institutions Securities Division	150 Israel Rd. S.W. Tumwater, WA 98501
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 345 W. Washington Ave., 4 th Floor Madison, WI 53703

EXHIBIT E

DISCLOSURE ACKNOWLEDGMENT AGREEMENT

NEXTAFF GROUP, LLC (“NEXTAFF”), through the use of this document, desires to confirm that _____ (“You”) fully understand and comprehend that the purchase of a NEXTAFF Office franchise is a business decision, complete with its associated risks, and that it is the company policy of NEXTAFF is to verify that you have received certain required documents and that you are not relying upon any unauthorized statements, representations, promises or assurances by any NEXTAFF representative in the purchase of the franchise.

1. You recognize and understand that business risks, which exist in the purchase of any business, make the success or failure of the franchise subject to many variables, including your skills and abilities, the hours you work, competition, interest rates, the economy, inflation, labor costs, lease terms, and your marketing and management skills. You acknowledge your willingness to undertake these business risks.

2. You acknowledge receipt of the following documents: (a) NEXTAFF’s Franchise Disclosure Document, (b) NEXTAFF’s Franchise Agreement, and (c) audited financials of NEXTAFF. You acknowledge and agree that you have personally and carefully reviewed each document and have been advised to (i) seek professional assistance, (ii) have professionals review these documents, and (iii) consult with your professional advisors regarding the risks associated with the purchase of a NEXTAFF Office franchise.

3. You acknowledge and agree that you were in receipt of the NEXTAFF Franchise Disclosure Document at least fourteen (14) calendar days prior to signing the Franchise Agreement or paying the initial franchise fee.

4. You acknowledge and agree that you were in receipt of the NEXTAFF Franchise Agreement containing all material terms at least seven (7) calendar days prior to signing the Franchise Agreement.

5. Except as set forth at Item 19 of the NEXTAFF Franchise Disclosure Document, you acknowledge and agree that you have not received, and that your decision to purchase a franchise is not otherwise predicated upon, either (a) any oral or written representations, assurances, warranties, guarantees or promises made by NEXTAFF or any of its employees or other representatives as to the likelihood of success of the franchise or (b) any information concerning actual, average, projected or forecasted sales, profits or earnings.

If you believe that you have received any of the above, please describe these in the space provided below or write “None.”

Acknowledged and accepted on _____.

FRANCHISEE:

EXHIBIT F

LIST OF FRANCHISEES

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE/EMAIL/FAX
Cary Daniel, James Windmiller Shane Rudman Plus Two, LLC	11101 Switzer Road, Suite 110	Overland Park	KS	66210	cdaniel@nextaff.com 913-562-5656
Mike & Sheri Henn EMD Staffing, Inc.	523 Rankin Circle N	Houston	TX	77073	mhenn@nextaff.com 281-876-7100
Buffy Butler The Butler Group of South Florida, LLC	2054 Vista Parkway, Suite 400 3810 Inverrary Boulevard, Suite 205	West Palm Beach Lauderhill	FL FL	33411 33319	bbutler@nextaff.com 954-733-0777 954-733-0777
Beth Klatt Rachel Reynolds Bea Tru Ventures, LLC	5540 Centerview Drive, Suite 306	Raleigh	NC	27606	bklatt@nextaff.com rreynolds@nextaff.com 919-865-8950
Amber Olsen Olsen, LLC	2112 Bienville Blvd, Suite B2	Ocean Springs	MS	39564	aolsen@nextaff.com 228-447-4820
Jason Hall Kansas City Nextaff, LLC	1923 McGee	Kansas City	MO	64108	jhall@nextaff.com 816-221-4990
Mike Blair Abacus Search, LLC	10100 W. 87th Street #315	Overland Park	KS	66212	mike@abacus95.com 913-649-2400
Ronda McCurdy					rmccurdy@nextaff.com

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE/EMAIL/FAX
RLM, LLC	4813 Jonestown Road, Suite 109	Harrisburg	PA	17109	717-740-2323
John Snellings (active) John D. Smith (passive) OnePoint Staffing, LLC	2828 N. 51st Avenue, Suite 140	Phoenix	AZ	85035	- jsnellings@nextaff.com 602-233-8733
Nick Lauber (active) Gerald Lauber (passive) JML Investments, LLC	1707 SE 29th Street, Suite 600	Topeka	KS	66605	nlauber@nextaff.com 785-274-8070
Tom Moreland Camillus Staffing, LLC	2955 100th St.	Urbandale	IA	50322	tmoreland@nextaff.com 515-325-1575
Jim Bohn Careernest, Inc.	1839 Velvetleaf Lane 6040 Commerce Blvd, Suite 103	Santa Rosa Rohnert Park	CA CA	95404 94928	jbohn@nextaff.com 707-339-4707
Tom Moreland (current) Camillus Staffing, LLC	17177 Laurel Park Drive, Suite 202	Livonia	MI	48152	- - 248-564-1003
Jim Bohn (current owner) Careernest, Inc.	1555 River Park Drive, Suite 103	Sacramento	CA	95815	- - 916-553-2055
Lisa Meyers (active) Jeremy Johnson (passive) Southern Staffing, LLC	36 Sandstone Circle, Suite A	Jackson	TN	38305	lmeyers@nextaff.com 731-271-5677
Sam Gupta SVN Enterprises, LLC	1612 Twin Oaks Drive 8500 Brooktree Road, Suite 100	Sewickley Wexford	PA PA	15143 15090	804-921-0564 sgupta@nextaff.com
Alvin Montances 3 A Group, Inc.	15832 SW Bobwhite Circle 4800 SW Griffith Drive, Suite 102	Beaverton Beaverton	OR OR	97007 97005	amontances@nextaff.com 503-664-3969
Saumil Shah	3153 Kettle River Ct	Plano	TX	75025	sshah@nextaff.com

FRANCHISEE	ADDRESS	CITY	STATE	ZIP	PHONE/EMAIL/FAX
DFW Staffing, LLC	17440 Dallas Parkway, Suite 130	Dallas	TX	75287	469-983-8133
Tom Moreland					tmoreland@nextaff.com
Camillus Staffing, LLC	4507 N. Sterling Ave	Peoria	IL	61615	309-322-6022
Sanjay Sharma	226 Silk Hill Ct	San Ramon	CA	94582	925-895-1321
Lyncis Solutions, LLC	TBD				ssharma@nextaff.com
John Snellings (active)					jsnellings@nextaff.com
Dane LaRiviere (managing partner)	7575 E. 29th Pl #2163	Denver	CO	80238	dlariviere@nextaff.com
NexLevel Partner Holdings, LLC	3113 N. Peoria Street, Suite A	Aurora	CO	80010	303-867-7950
William Donald "Don" Hay	1972 Arbor Springs Way	Buford	GA	30519	470-331-8007
DNA Staffing Solutions, LLC	1905 Beaver Ruin Rd Suite 150	Norcross	GA	30071	dhay@nextaff.com
Dalen Pluskett	120 Crestwood Dr SW	Lakewood	WA	98498	253-365-5682
Emerald City Staffing, Inc.	TBD				dpluskett@nextaff.com
Tom Moreland					tmoreland@nextaff.com
Camillus Staffing, LLC	11207 W Dodge Road, Suite 250	Omaha	NE	68154	402-979-8777

EXHIBIT G
GENERAL RELEASE

This Release (the "Release") is made and entered on _____, by and between
NEXTAFF GROUP, LLC a Kentucky limited liability company, (hereinafter referred to as "Nextaff"), and
_____ a _____ ("Franchisee") and
_____ ("Guarantors").

WITNESSETH:

WHEREAS Nextaff and Franchisee are parties to a Nextaff Franchise Agreement dated _____ (the "Franchise Agreement") granting Franchisee the exclusive right to open a NEXTAFF Office, Franchise No. _____, pursuant to said Franchise Agreement within an area described in Exhibit A to the Franchise Agreement; and

WHEREAS Guarantors are the sole [shareholders/members] of Franchisee; and

WHEREAS Guarantors personally guaranteed the obligations of Franchisee under the Franchise Agreement; and

[Use the following if Franchisee has sold the franchised business – Option 1:]

WHEREAS, Franchisee has entered into a [insert title of sale or transfer agreement] (the "Sale Agreement") with [Name of Buyer] (hereinafter referred to collectively as the "Buyer") assigning unto Buyer, all rights, privileges and goodwill in said Franchise Agreement, subject to the terms and conditions thereof, which include, without limitation, the agreement by [Buyer or Franchisee] to pay Nextaff the required transfer and training fees;

[Or alternatively, use the following if Guarantor has sold its interest in the Franchisee – Option 2:]

WHEREAS, Guarantor has entered into a [insert title of sale or transfer agreement] (the "Sale Agreement") with [Name of Buyer] (hereinafter referred to collectively as the "Buyer") transferring to Buyer all of Guarantor's ownership interest in Franchisee, subject to the terms and conditions thereof, which include, without limitation, the agreement by [Buyer or Guarantor] to pay Nextaff the required transfer and training fees;

WHEREAS, Nextaff has agreed to approve the [assignment of the Franchise Agreement] [transfer of ownership interest in Franchisee] contemplated by the Sale Agreement on the condition that Franchisee [or Guarantor if Option 2] release Nextaff as provided in this Release.

WHEREAS Franchisee **[or Guarantor if Option 2]** desires to release Nextaff from certain obligations, claims, rights and privileges which may have accrued or been established between Nextaff and Franchisee **[or Guarantor if Option 2]** as a result of said Franchise Agreement and relative to the sale and purchase of the franchise rights granted in said Franchise Agreement to Franchisee [or Guarantor if Option 2];

NOW THEREFORE, in consideration of the premises outlined herein and the payment of the required training and transfer fees from Buyer to Nextaff, it is hereby agreed:

c. The provisions of the recital paragraphs outlined are hereby incorporated by reference as if set out fully and shall have full force and legal effect.

d. Nextaff agrees to approve the [assignment of the Franchise Agreement] [transfer of ownership interest in Franchisee] contemplated by the Sale Agreement.

e. Franchisee and Guarantors [only Guarantors if Option 2] on behalf of themselves, their predecessors, successors, assigns, officers, agents, employees, representatives, partners, directors, servants, officers, parents, affiliates and attorneys do hereby RELEASE AND FOREVER DISCHARGE Nextaff Group, LLC and its predecessors, successors, assigns, officers, agents, employees, representatives, partners, directors, servants, officers, parents, affiliates and attorneys and all persons or entities which might be liable from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation arising out of any event, known or unknown, occurring prior to the date of this Release and specifically, without restricting said Release, release each other from any and all actions, causes of action, claims, demands, damages, costs and expenses directly or indirectly arising out of (a) the Franchise Agreement and any performance required by any party thereunder; (b) any obligation to buy back or repurchase any franchise unit covered by the Franchise Agreement, or any property owned by either party, whether arising under the Franchise Agreement or otherwise; and (c) any facts, claims or representations of the sale of said Franchise Agreement to Franchisee.

f. This Release shall be binding upon and shall inure to the benefit of all parties hereto, their heirs, executors, administrators, successors, and assigns, and parties hereby agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments and to perform any acts which may be necessary or proper to carry out the purpose of this Release.

g. This Release sets forth the entire understanding between the parties. No change or modification hereto shall be valid unless made in writing and signed by all parties hereto.

h. The provisions of this Release are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Release is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effective law, such decision shall not affect the remaining provisions of this Agreement.

i. This Release may be executed in any number of copies, the copies of which shall be deemed an original, but all of which shall constitute one and the same Release.

j. This Release shall be governed by the substantive laws of the State of Kentucky.

k. The terms hereof are contractual and not mere recitals and they state the entire agreement between the parties.

l. In the event any party to this Release makes a claim relating to any conflict, omission, or ambiguity in this Release, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Release was prepared by or at the request of a particular party or its counsel.

This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed this Release the day and year first above written.

FRANCHISOR

FRANCHISEE

Nextaff Group, LLC

By: _____

[or]

_____, Individually

EXHIBIT H

TABLE OF CONTENTS TO OPERATIONS MANUAL

The table of contents of the Operations Manual is as follows:

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EXHIBIT I
SECURITY AGREEMENT

The undersigned _____, a _____ (hereinafter called “Franchisee”), hereby acknowledges that Nextaff Group, LLC, a Kentucky limited liability company (hereinafter called “Nextaff”), owns the entire interest in all of the accounts receivable generated from customers of Franchisee which are serviced by Nextaff in accordance with the provisions of the Franchise Agreement, as defined below. Notwithstanding the foregoing, to the extent that Franchisee, any court, or any other party for any purpose determines that Franchisee owns any interest in the accounts receivable generated from customers of Franchisee which are serviced by Nextaff, Franchisee hereby grants to Nextaff a security interest in all of the Franchisee’s accounts receivable, whether now existing or arising hereafter, whether in the nature of accounts for services rendered or goods sold, dues, assessments, rentals, or otherwise, all amounts in the “Collateral Reserve Account” as defined and described in Section 8.H. of the Franchise Agreement between Nextaff and Franchisee, as amended from time to time (the “Franchise Agreement”); and all cash proceeds and products of the foregoing items including any insurance proceeds paid in respect thereof, (collectively referred to as the “Assets”), as security for all obligations owing from Franchisee to Nextaff of any kind whatsoever, whether now existing or hereafter arising, including, without limitation, all obligations under the Franchise Agreement and any and all extensions, renewals, substitutions, and changes in form thereof which may be made from time to time.

For valuable consideration, Franchisee warrants and covenants that:

1. Franchisee warrants that: no financing statement covering any of the Assets is on file in any public office; the Assets are free of all liens and claims, other than the security interest under this Agreement.
2. The Franchisee will defend the Assets against the claims and demands of all persons.
3. Franchisee will not sell or transfer the Assets or any interest in them without the prior written consent of Nextaff.
4. Franchisee will execute, upon request by Nextaff, such financing statements or other documentation required by the provisions of the Uniform Commercial Code of Kentucky, or any other State in which Franchisee conducts business.
5. Franchisee will give Nextaff sixty (60) days prior notice in writing of any change in the name or state of organization of Franchisee, or any change in the business address of Franchisee, or the closing of any place of business.
6. Franchisee will give Nextaff immediate notice in writing of the initiation of any proceedings relative to the solvency of the Franchisee, or of any legal proceedings wherein said Assets are in any manner sought to be seized or possessed by any legal authority.
7. Franchisee will pay promptly when due all taxes and assessments levied upon the Assets.
8. Franchisee will keep the Assets free and clear of any and all liens and will not sell, exchange, lease, or otherwise dispose of the Assets or any of Franchisee’s rights therein without the prior consent in writing of Nextaff.

9. At Nextaff's option it may discharge taxes, liens, levies, or other encumbrances at any time asserted against or levied upon the Assets and may incur expenses for the preservation of the Assets. All such sums expended by Nextaff for such purposes, or for retaking, holding, or selling the Assets, or otherwise enforcing this Agreement, shall be payable by Franchisee upon demand.

10. Franchisee agrees that the happening or occurrence of any of the following shall, at the sole option of Nextaff, and without notice or demand, constitute a default hereunder:

(A) Failure of Franchisee to make full payment of any obligation under the Franchise Agreement, or otherwise, when and as due.

(B) Failure of Franchisee to observe or perform any of the covenants of this Agreement.

(C) Franchisee becoming insolvent, or being adjudicated a bankrupt, or if there shall be instituted against Franchisee any bankruptcy, insolvency, reorganization, arrangement, debt adjustment, or liquidation proceedings, or if the Assets shall be threatened to be taken in condemnation, levy, lien or forfeiture proceedings, or if Franchisee fails to pay the premiums on any insurance policy or any taxes levied on the Assets or levied on the operation or use of the assets.

(D) The dissolution of the Franchisee.

11. In case of default, Nextaff may exercise its rights under the Uniform Commercial Code in force in the State of Kentucky, or any other State in which jurisdiction may lie. In addition to such rights, Nextaff may declare the entire unpaid portion of the royalty payments under the Franchise Agreement, and all other amounts due and owing, plus accrued interest, immediately due and payable and may immediately enter upon any premises where he has reason to believe the Assets may be found and take possession and remove said Assets, with or without legal process, or pursue any other legal remedy to which he may be entitled.

12. Franchisee shall notify account debtors of Franchisee to remit all payments to Nextaff to the address of PO Box 890802 Charlotte, NC 28289-0802. Upon request of Nextaff, Franchisee shall change the remittance address on all of its invoices to such other address as Nextaff shall instruct.

13. Nextaff's waiver of any default shall not in any manner be deemed to constitute a waiver of any subsequent default by Franchisee. Nextaff's rights hereunder are cumulative and not alternative. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be considered an original. All notices shall be deemed duly given if they are in writing and forwarded by U.S. Mail to the address indicated for each party below

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____

FRANCHISOR

Nextaff Group, LLC

By: _____

FRANCHISEE

[or]

, Individually

EXHIBIT J
STATE ADDENDA

NEXTAFF GROUP, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE
AGREEMENT
FOR THE STATE OF CALIFORNIA

California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.

The Department of Business Oversight requires that the franchisor defer the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

The Franchise Agreement may contain provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Franchisor's Choice of Law State. 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 the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement requires the application of the law of Franchisor's Choice of Law State. This provision may not be enforceable under California law.

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

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement may provide for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. SEC. 101 et seq.).

The Franchise Agreement contains a covenant not to compete provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement may not be enforceable.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 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).

Our website has not been reviewed or approved by the California Department of Business Oversight. Any complaints concerning the content of this website may be directed to the California Department of Business Oversight at www.dbo.ca.gov.

**NEXTAFF GROUP, LLC
ADDENDUM TO FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, §§ 705/1 through 705/44, the parties below agree to enter into this Addendum (the "Addendum") to amend the Franchise Agreement of Nextaff Group, LLC for use in the State of Illinois as follows:

Based on our financial condition, the Illinois Attorney General's Office, has required that all initial fees be deferred until such time as we have completed our initial obligations to you and your first Franchised Business is open for business. The Illinois Attorney General's Office imposed this deferral due to Franchisor's financial condition.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of this State is void, provided that a franchise agreement may provide for arbitration in a forum outside of this State.

In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois law governs the franchise agreement.

IN WITNESS WHEREOF the parties have executed, sealed and delivered this Agreement in duplicate on the date recited in the first paragraph.

FRANCHISOR

FRANCHISEE

Nextaff Group, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Illinois Effective Date: _____

NEXTAFF GROUP, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Sections 80C.01-80C.22, and the Minnesota Rule 2860.4400J, the Franchise Disclosure Document of Home Instead, Inc. for use in the State of Minnesota shall be amended as follows:

Cover Page, Item 5 and Item 7, Additional Disclosure

The Minnesota Department of Commerce has required that payment of the initial franchise fee be deferred until you have completed your initial training and open your first Office for business.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of the franchisee's rights as provided for in Minn. Stat. Sec. 80C, or the franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

The franchisor will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Minnesota Department of Commerce has required that payment of the initial franchise fee be deferred until Franchisee has completed the initial training and opens the first Office for business.

With respect to franchises governed by Minnesota Franchise Law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, Franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that Franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the Franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of franchisor's trademark but Franchisor shall indemnify Franchisee for claims against Franchisee solely as it relates to Franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, Franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If Franchisor accepts tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by Franchisor shall be effective immediately upon receipt by Franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the Franchisee; (2) the conviction of the Franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the Franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the Franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce Franchisee's rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise

Agreement shall abrogate or reduce any of Franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims Franchisee may have against Franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to Franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR NEXTAFF GROUP, LLC
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, SDCL 37-5B, and the policies of the Director of the Securities Division, the Uniform Franchise Disclosure Document for **NEXTAFF GROUP, LLC**, for use in the State of South Dakota shall be amended as follows:

1. Cover Page, Item 5 and Item 7 shall be amended by the addition of the folk

1. Item 3, "Litigation" shall be amended by the addition of the following paragraphs:

Neither **NEXTAFF GROUP, LLC**, nor any person identified in Item 2 above, has during the ten-year period preceding the date of this Franchise Disclosure Document, been convicted of a felony, or pleaded nolo contendere to any other felony charge, been convicted of a misdemeanor or pleaded guilty to a misdemeanor charge, reached a settlement in a civil action, been held liable in a civil action by final judgment, or been the subject of any material complaint or legal proceeding, where such felony, misdemeanor, civil action, complaint, or other legal proceeding involved the violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

Neither **NEXTAFF GROUP, LLC**, nor any person identified in Item 2 above, has any material arbitration proceeding pending, or has, during the ten-year period immediately preceding the date of this Franchise Disclosure Document, been a party to concluded material arbitration proceedings.

Neither **NEXTAFF GROUP, LLC**, nor any person identified in Item 2 above, is subject to any currently effective order or ruling of the federal trade commission.

2. Item 17(e), "Termination by **NEXTAFF GROUP, LLC**, with Cause," shall be amended by the addition of the following language at the end of each Summary Section:

To the extent that default under the Franchise Disclosure Document relates to a breach of the Multi-Unit Agreement or Franchise Agreement, failure to meet performance and/or quality standards, and/or failure to make royalty payments, South Dakota law provides that **NEXTAFF GROUP, LLC**, must provide a 30 day written notice with an opportunity to cure such default prior to termination.

3. Items 17(q) and Item 17(r), "Non-competition Covenants during the term of the franchise" and "Non-competition covenants after the Franchise is terminated or expires," respectively, shall be amended by the addition of the following language at the end of each Summary Section:

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.

4. Item 17(v), "Choice of Forum," shall be deleted in its entirety and replaced with the following:

Any provision in the Franchise Disclosure Document, franchise agreement or development agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the

application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

5. Item 17(v), "Choice of Law", in each Summary Section, the language shall be deleted in its entirety and replaced with the following language:

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern shall be governed by the laws of the State of South Dakota. Any provision in the Franchise Disclosure Document, franchise agreement or development agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, SDCL 37-5B, and any rules and regulations promulgated thereunder, are met independently without references to this Amendment.

7. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Disclosure Document, the terms of this Addendum shall govern.

THIS ADDENDUM ADDRESSES CERTAIN PROVISIONS OF SOUTH DAKOTA LAW THAT AMEND THE FRANCHISE DISCLOSURE DOCUMENT OF NEXTAFF GROUP, LLC. READ THIS ADDENDUM CAREFULLY.

**ADDENDUM TO FRANCHISE AGREEMENT
FOR NEXTAFF GROUP, LLC
REQUIRED BY THE STATE OF SOUTH DAKOTA**

In recognition of the requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, SDCL 37-5B, the parties below agree to enter into this Addendum (the “Addendum”) to amend the Franchise Agreement of **NEXTAFF GROUP, LLC**, for use in the State of South Dakota as follows:

1. Section 21 under the heading “COVENANTS,” shall be supplemented by the addition of the following, which shall be considered an integral part of the Franchise Agreement:

Covenants not to compete upon termination or expiration of this Agreement are generally unenforceable in the State of South Dakota, except in certain instances provided by law.

2. Section 19 under the heading “TERMINATION,” shall be supplemented by the addition of the following, which shall be considered an integral part of the Agreement:

Upon any breach of this Agreement by Franchisee, or the failure of Franchisee to meet the performance and quality standards established by Company and/or the failure of Franchisee to make payments of royalties to Company, Company may terminate this Agreement only by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Company’s satisfaction, and by promptly providing proof thereof to Company within the thirty-day period. If any such default is not cured within the thirty-day period, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period.

3. Section 23.H under the heading “WAIVER OF DAMAGES” and Section 23.I. under the heading “WAIVER JURY TRIAL” shall be supplemented with the following language:

Any provision that provides that the parties’ waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under South Dakota law.

4. Section 23.F and Section 23J. under the headings “GOVERNING LAW/EXCLUSIVE JURISDICTION,” shall be deleted in their entirety and replaced with the following:

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern shall be governed by the laws of the State of South Dakota. Any provision in the Franchise Disclosure Document, franchise agreement or development agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

5. Section 27 under the heading “MISCELLANEOUS” shall be supplemented by the ADDITION of the following language which shall be considered an integral part of the Franchise Agreement:

Nothing in this Agreement shall be deemed to constitute a waiver of compliance with any provision of the South Dakota Franchises for Brand-Name Goods and Services Act.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, SDCL 37-5B, and any rules and regulations promulgated thereunder are met independently without references to this Amendment.

7. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement, the terms of this Amendment shall govern.

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR NEXTAFF GROUP, LLC
REQUIRED BY THE STATE OF VIRGINIA**

1. Item 4 shall be supplemented by the addition of the following language:

Neither the franchisor, any predecessor, any affiliate, any general partner of the franchisor, any officer of the franchisor or any individual having management responsibility relating to the sale or operation of the franchise being offered has filed as a debtor (or had filed against it) a petition under a foreign bankruptcy or has obtained a discharge of its debts under a foreign bankruptcy code.

2. Item 17, Subsection (m), entitled “Conditions for franchisor approval of transfer,” shall be amended by adding the following language at the end of each Summary Section:

The general release referred to above will exclude any claims under the Virginia Retail Franchising Act.

3. Item 17, Subsection (v) entitled “Choice of Forum,” shall be supplemented by the following language at the end of each Summary Section:

The Choice of Forum should not be considered a waiver of any right conferred upon any party by the Virginia Retail Franchising Act.

4. Item 17, Subsection (w) entitled “Choice of Law,” shall be supplemented with the following language at the end of each Summary Section:

The Choice of Law should not be considered a waiver of any right conferred upon either the franchisee or upon the franchisor by the Virginia Retail Franchising Act.

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act, §§ 13.1557 through 13.1-574 and the regulations promulgated thereunder are independently met without reference to this Addendum. The additional disclosures shall have no force or effect if such jurisdictional requirements are not met.

6. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Disclosure Document, the terms of this Addendum shall govern.

THIS ADDENDUM ADDRESSES CERTAIN PROVISIONS OF VIRGINIA LAW THAT AMEND THE FRANCHISE DISCLOSURE DOCUMENT OF NEXTAFF GROUP, LLC. READ THIS ADDENDUM CAREFULLY.

**ADDENDUM TO FRANCHISE AGREEMENT
FOR NEXTAFF GROUP, LLC
REQUIRED BY THE STATE OF VIRGINIA**

In recognition of the requirements of the Virginia Retail Franchising Act, §§ 13.1557 through 13.1-574 and the regulations promulgated thereunder, the parties below agree to enter into this Addendum (the "Addendum") to amend the Franchise Agreement of **NEXTAFF GROUP, LLC** for use in the State of Virginia as follows:

1. Section 17.C(3) shall be supplemented by the addition of the following language to the end of Section 17.C(3):

"provided however, such general release shall exclude claims under the Virginia Retail Franchising Act;"

2. Section 18.D(6) shall be supplemented by the addition of the following language to the end of Section 18.D(6):

"provided however, such general release shall exclude claims under the Virginia Retail Franchising Act."

3. Section 23.F, under the heading "Governing Law" and Section 23.J, under the heading "Exclusive Jurisdiction" shall be supplemented by the addition of the following language at the end of such sections:

"Nothing in this Agreement shall be deemed to constitute a waiver of compliance with any provision of the Virginia Retail Franchising Act."

4. Franchise Agreement shall be supplemented by the addition of a new Exhibit F, as follows:

General Release

«Month» «Day», «Year»
«PrsntOwnrCorpName»
«PrsntGuarnteel»
«PrsntGuarntee2»

Re: Transfer of Assets of Nextaff franchised business

«RestAddCitySTZip»
«PrsntOwnrCorpName» to «NewOwnrCorpName»

Dear «PrsntOwnr1stName»:

NEXTAFF GROUP, LLC ("PI") is a party to that certain Franchise Agreement with «PrsntOwnrCorpName», «PrsntGuarnteel» and «PrsntGuarntee2», operating a Nextaff franchised business at the above-captioned address.

This letter will acknowledge PI's' receipt of all royalties due and shall constitute PI's consent to the transfer by «PrsntOwnrCorpName», «PrsntGuarnteel» and «PrsntGuarntee2» to «NewOwnrCorpName» under that certain Asset Purchase Agreement, dated «Month» «Day», «Year». This consent refers both to the sale of the equipment and other assets at the Franchised Businesses and

«PrsntOwnrCorpName», «PrsntGuarntee1» and «PrsntGuarntee2» assignment of its lease for the premises at «RestAddCitySTZip».

Upon closing of said transfer and assignment from «PrsntOwnrCorpName» to «NewOwnrCorpName», the Franchise Agreement between «PrsntOwnrCorpName», «PrsntGuarntee1» «PrsntGuarntee2» and PI is deemed terminated as of said date and neither of us shall have any further obligation to the other, except that «PrsntOwnrCorpName», «PrsntGuarntee1» and «PrsntGuarntee2» as Guarantors, shall be bound by the post-termination covenants applicable to former franchisees of as described in Section 21 of the Franchise Agreement. Further, «PrsntOwnrCorpName», «PrsntGuarntee1» and «PrsntGuarntee2» and NEXTAFF GROUP, LLC mutually releases each other from claims and liabilities of any sort arising out of or relating to any inducements or representations which may have been made by either of them in connection with the sale and grant of the Franchise Agreement and further mutually release each other from any and all claims relating to the duties and obligations of the parties under the Franchise Agreement, or any claim of breach thereunder.

Very truly yours,

NEXTAFF GROUP, LLC

By: _____
Name:
Title:

Accepted and Agreed to this «Day» day of «Month» «Year».

By: _____	_____
«PrsntGuarntee1» President	«PrsntGuarntee2» Vice President
_____	_____
«PrsntGuarntee1»	«PrsntGuarntee2»

cc: «NewOwnrCorpName»
 «newownrfullname»

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act, §§ 13.1557 through 13.1-574 and the regulations promulgated thereunder are independently met without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

6. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Agreement, the terms of this Addendum shall govern.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given to them in the Franchise Agreement.

**WASHINGTON ADDENDUM
TO
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT**

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

The collection of initial franchise fees will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

The undersigned does hereby acknowledge receipt of this addendum.

Dated on _____

Nextaff Group, LLC

By: _____

Printed Name: _____

Title: _____

Printed Name: _____

Title: _____

**ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR NEXTAFF GROUP, LLC
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01 to 553.78 and the Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01-135.07, the Franchise Disclosure Document of **NEXTAFF GROUP, LLC** for use in the State of Wisconsin shall be amended as follows:

1. The last full paragraph on the cover page shall be deleted in its entirety and replaced with the following paragraph:

“Registration of this Franchise with a state does not mean that the state recommends or it has verified the information in this Franchise Disclosure Document. If you learn that anything in this Franchise Disclosure Document is untrue, contact the Federal Trade Commission and the Commissioner of Securities, Madison, Wisconsin 53701.”

2. Item 17(b), under the heading entitled “Renewal or extension of term,” shall be amended by the addition of the following language at the end of each Summary Section:

“To the extent that the provisions regarding renewal described in this summary are inconsistent with the requirements of the Wisconsin Fair Dealership Law, § 135.04, (which, among other things, currently grants you the right, in most circumstances, to 90 days prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies), the renewal provisions will be superseded by the Wisconsin Fair Dealership Law’s requirements and will have no force or effect.”

3. Item 17(f) under the heading “Termination by franchisor with cause” shall be amended by the addition of the following language at the end of each Summary Section:

“To the extent that the provisions regarding termination described in this summary are inconsistent with the requirements of the Wisconsin Fair Dealership Law, § 135.04, (which, among other things, currently grants you the right, in most circumstances, to 90 days prior written notice of termination and 60 days within which to remedy any claimed deficiencies), the termination provisions will be superseded by the Wisconsin Fair Dealership Law’s requirements and will have no force or effect.”

4. Item 17(v) under the heading “Choice of forum” shall be amended by the addition of the following language at the end of each Summary Section:

“This provision may not be enforceable under Wisconsin law.”

5. Item 17(w) under the heading “Choice of law” shall be amended by the addition of the following language at the end of each Summary Section

“No provision of the Franchise or Area Development Agreement will constitute a waiver of compliance with any provision of the Wisconsin Franchise Investment Law or Wisconsin Fair Dealership Law.”

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01 to 553.78 and the Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01-135.07, are independently

met without reference to this Addendum. The additional disclosures shall have no force or effect if such jurisdictional requirements are not met.

7. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Disclosure Document, the terms of this Addendum shall govern.

THIS ADDENDUM ADDRESSES CERTAIN PROVISIONS OF WISCONSIN LAW THAT AMEND THE FRANCHISE DISCLOSURE DOCUMENT OF NEXTAFF GROUP, LLC READ THIS ADDENDUM CAREFULLY.

**ADDENDUM TO FRANCHISE AGREEMENT
FOR NEXTAFF GROUP, LLC
REQUIRED BY THE STATE OF WISCONSIN**

In recognition of the requirements of the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01 to 553.78 and the Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01-135.07, the parties below agree to enter into this Addendum (the “Addendum”) to amend the Franchise Agreement of **NEXTAFF GROUP, LLC** for use in the State of Wisconsin as follows:

1. Section 18 under the heading “Renewal of Franchise” shall be supplemented by the addition of the following language to the end of Section 18:

“To the extent that the provisions regarding renewal are inconsistent with the requirements of the Wisconsin Fair Dealership Law, § 135.04, (which, among other things, currently grants you the right, in most circumstances, to 90 days prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies), the renewal provisions will be superseded by the Wisconsin Fair Dealership Law’s requirements and will have no force or effect.”

2. Section 19 under the heading “Termination” shall be supplemented by the addition of the following language to the end of Section 19:

“To the extent that the provisions regarding termination are inconsistent with the requirements of the Wisconsin Fair Dealership Law, § 135.04, (which, among other things, currently grants you the right, in most circumstances, to 90 days prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies), the termination provisions will be superseded by the Wisconsin Fair Dealership Law’s requirements and will have no force or effect.”

3. Section 23.F, under the heading “GOVERNING LAW” shall be supplemented by the addition of the following language at the end of such section:

“This provision may not be enforceable under Wisconsin law.”

4. Section 23.J, under the heading “Exclusive Jurisdiction” shall be supplemented by the addition of the following language at the end of such section:

“No provision of this Agreement will constitute a waiver of compliance with any provision of the Wisconsin Franchise Investment Law or Wisconsin Fair Dealership Law.”

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01 to 553.78 and the Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01-135.07, are independently met without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

6. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Agreement, the terms of this Addendum shall govern.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given to them in the Franchise Agreement.

State Effective Dates

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Pending
Illinois	05/15/2020
Indiana	06/30/2020
Michigan	06/09/2020
Minnesota	12/01/2020
South Dakota	06/09/2020
Virginia	08/20/2020
Washington	09/17/2020
Wisconsin	05/06/2020

This Franchise Disclosure Document is exempt from the business opportunity laws regarding disclosure in the following states (notice filings were required):

State	Type of Filing	Effective Date
Florida	Annual Filing	10/31/2019
Kentucky	One-Time Filing	11/02/2017
Nebraska	One-Time Filing	05/21/2018
Texas	One-Time Filing	10/31/2017
Utah	Annual Filing	05/18/2019

EXHIBIT K

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 we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with proposed franchise sale.

Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan, Oregon and Wisconsin require that we give you this disclosure document at least 10 business days before the signing of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains or false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit D.

The franchisor corporation is located at 11101 Switzer Road, Suite 110 Overland Park, KS 66210. Its telephone number is (913) 562-5620.

The name, principal address and telephone number of each franchise seller offering the franchise: Cary Daniel, 11101 Switzer Road, Suite 110 Overland Park, KS 66210 (913) 562-5614.

FTC Issuance Date: April 14, 2021

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document dated April 14, 2021_ that included the following exhibits:

Exhibit A - Financial Statements	Exhibit G - General Release
Exhibit B - Franchise Agreement	Exhibit H- Table of Contents to Operations Manual
Exhibit C - Agents for Service of Process	Exhibit I - Security Agreement
Exhibit D - State Administrators	Exhibit J- State Addenda
Exhibit E - Disclosure Acknowledgment Agreement	Exhibit K - Receipts
Exhibit F - List of Franchisees	

Date

Signature

Printed Name

(Please sign this copy of the receipt, date your signature and return it to Cary Daniel, Nextaff, 11101 Switzer Road, Suite 110 Overland Park, KS 66210)

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Exhibit F - List of Franchisees	

Date

Signature

Printed Name

(Keep this copy for your records)