FRANCHISE DISCLOSURE DOCUMENT
PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC

A California limited liability company
680 E. Colorado Boulevard, Suite #180 and 2nd Floor
Pasadena, California 91101
(626) 949-4235
franchise@placementhelpers.com
www.placementhelpers.com

Placement Helpers Franchise Systems, LLC, a California limited liability company, doing business as "Placement Helpers", offers franchises for the operation of businesses that provide personalized assistance for finding the best senior care and assisted living options using our distinctive system under the trade name "Placement Helpers " and other related trademarks, service marks, logos and commercial symbols. We offer the rights for 2 different franchises in this Disclosure Document:

Single Business Program. The total investment necessary to begin operations of a single Placement Helpers Franchised Business ranges from approximately $57,495 to $86,195. This includes $45,395 that must be paid to us or our affiliates.

Area Development Program. The total investment necessary to begin operations of your first of two Placement Helpers Franchised Businesses under an Area Development Agreement ranges from approximately $69,495 to $99,195. This includes $55,395 that must be paid to us or our affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Valeria Amador and Gisela Prishker at 680 E. Colorado Boulevard, Suite #180 and 2nd Floor, Pasadena, California 91101; Telephone (626) 949-4235 and franchise@placementhelpers.com.

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

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

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

ISSUANCE DATE: MARCH 14, 2024

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 I.
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 G 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 Placement Helpers Franchised Business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Placement Helpers franchisee?	Item 20 or Exhibit I 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 H.

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

Special Risks to Consider About *This* Franchise

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

1. Out-of-State Dispute Resolution. The Franchise Agreement and Area Development Agreement require you to resolve disputes with us by litigation only in California. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to participate in litigation with us in California than in your home state.

2. Spousal Liability. Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

3. Short Operating History. This new franchisor has been in business for such a short period of time that its franchises are a higher risk investment than franchisors with a longer-term operating history.

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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EXHIBITS

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

Placement Helpers Franchise Systems, LLC

Placement Helpers Franchise Systems, LLC, a California limited liability company ("Franchisor"), was organized on April 12, 2023, and is the franchisor for Placement Helpers Businesses. We do business under the name "Placement Helpers." Our principal business address is 680 E. Colorado Boulevard, Suite #180 and 2nd Floor, Pasadena, California 91101. To simplify the language in this Disclosure Document, "Franchisor," "we" and "us" means Placement Helpers Franchise Systems, LLC and "You" or "Franchisee" means the business entity, person or persons who sign the Franchise Agreement. Our Agents for Service of Process are identified in Exhibit H.

Parents, Predecessors and Affiliates.

We have no predecessors or parent companies. Our affiliate, Care Connect Agency, Inc., a California corporation (the "Operating Company"), was incorporated in October 2014 and has owned and operated one Placement Helpers Business in Pasadena, California of the type being franchised under this Disclosure Document since October 2014. Our affiliate, Amador Care, Inc., a California corporation (the "Amador Care"), was incorporated in April 2013 and has owned and operated one Placement Helpers Business in Pasadena, California of the type being franchised under this Disclosure Document since April 2013. The Placement Helpers Businesses owned and operated by the Operating Company and Amador Care are referred to as the Affiliate-Owned Businesses. We have offered franchises for sale since the issuance date of this Disclosure Document. Our affiliates the Operating Company and Amador Care are the approved suppliers of our proprietary business management software that will be licensed to our franchisees. Other than described above, neither we, the Operating Company, nor Amador Care have conducted business in any other line of business or offered franchises in any other lines of business. Our principal business address and the principal business address for the Operating Company and Amador Care is 680 E. Colorado Boulevard, Suite #180 and 2nd Floor, Pasadena, California 91101.

Placement Helpers Franchise

We, Amador Care and the Operating Company have developed the Placement Helpers system (the "Placement Helpers System") for the operation of Placement Helpers businesses. A Placement Helpers Business is an independently owned and operated business (a "Placement Helpers Franchised Business") that operates under the trade name "Placement Helpers" and other related trade names, service marks, logos and commercial symbols (collectively, the "Placement Helpers Marks") that provide assistance to seniors and their families, including, but not limited to, services such as finding suitable senior communities that meet each senior's financial and geographic preferences, such as assisted living facilities, memory care facilities, residential care homes, group homes, in-home care services and independent living senior communities ("Approved Services").

You must operate the Placement Helpers Franchised Business as an entity, either a corporation, limited liability company or partnership. The name of the entity cannot include the words "Placement" or "Helpers" or any other trade name owned or utilized by us or our affiliate without our prior written consent. The entity you form may not engage in any other business activities other than the Placement Helpers Franchised Business without our prior written consent.

Franchise Programs

We offer two separate franchises in this Disclosure Document, though we may not necessarily grant you the opportunity to purchase under either of these programs:

Single Business Program

Under this program, you will sign our Franchise Agreement (Exhibit A) to operate a single Placement Helpers Franchised Business.

Area Development Program

Under this program, we will assign you a defined area (the "Development Territory") within which you, as an area developer ("Area Developer"), must open and operate a minimum of 2 Placement Helpers Franchised Businesses within a specified period of time. The Development Territory may be one city, one or more counties, or some other defined geographic area. We may not always afford you the opportunity to own the number of Placement Helpers Franchised Businesses that you request. You will sign an Area Development Agreement (Exhibit B), which will describe your Development Territory and your development schedule and obligations. You and we will determine the Development Territory and the number of Placement Helpers Franchised Businesses that you will open and operate on a case-by-case basis before you sign your Area Development Agreement. You must sign a separate Franchise Agreement for each Placement Helpers Franchised Business that you will open under the Area Development Agreement. The Franchise Agreement for your first Placement Helpers Franchised Business will be in the form attached as Exhibit A to this Disclosure Document and must be signed when you sign your Area Development Agreement. The Franchise Agreements you will sign for your additional Placement Helpers Franchised Businesses will be our then-current form of Franchise Agreement that we are then offering to new franchisees. These Franchise Agreements may contain terms and conditions that are materially different from the form of Franchise Agreement attached to this Disclosure Document as Exhibit A.

Under both of our franchise programs, franchisees or area developers must be entities who meet our then-current requirements for franchisees or area developers. These requirements may include the signing of personal guarantees (Exhibit C to Franchise Agreement) by some or all of the individuals holding an equity interest in the franchisee or area developer. In addition, you, and each affiliate who has a currently effective Franchise Agreement with us, must sign a General Release (Exhibit E), as a condition to entering into a new Franchise Agreement.

Renewals

If you are signing your Franchise Agreement for the renewal of an existing Franchise (a "Renewal Franchise"), some of the terms of your new Franchise Agreement may be modified or different from the terms of your existing Franchise Agreement. In addition, you, and each affiliate who has a currently effective Franchise Agreement with us, must sign a General Release (Exhibit E), as a condition to entering into a new Franchise Agreement.

Competition

The markets for personalized assistance for finding the best senior care and assisted living options are well developed and highly competitive. You may have to compete with other businesses including other franchised Placement Helpers Businesses, national chains, and independently owned companies offering similar services to clients. You will also face other normal business risks that could have an adverse effect on your Franchised Business.

General and special business risk factors may exist, including: changing market conditions; competition; costs of inventory, supplies and equipment; capital and labor; your own health and continuity of your management; availability of financing; recession or depression locally, nationally, or internationally; wars; strikes; emergencies; natural and manmade disasters; litigation; pandemics; and liability and casualty losses. Other risks could have an adverse effect on your business. These include industry developments, such as pricing policies of competitors. In addition, competition for qualified management and supervisors and staff for senior living placement services is significant, which may cause labor costs to be higher than average.

Special Industry Regulation

You must comply with all local, state, and federal laws that apply to your operations, including health, insurance, smoking laws and regulations, EEOC, OSHA, non-discrimination, employment, and sexual harassment laws. Some states prohibit or restrict the way in which assisted living facilities pay individuals who refer or place clients with them. As examples, (i) Nevada prohibits assisted living facilities from paying such individuals, but the client or their family can pay for the referral or placement services; and (ii) Texas and Oklahoma prohibit charging a percentage fee and arranging for transportation for seniors to see a facility, but this does not apply to their family members. Some states allow referral fees to be paid only if certain conditions or exemption criteria are met under the federal anti-kickback statute, such as the Medicare or Medicaid anti-kickback law or safe harbor regulations. If any such laws exist in the state where you operate, we will modify the Placement Helpers System accordingly to comply with these laws.

You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Placement Helpers Franchised Business and should consider both their effect and cost of compliance. The Payment Card Industry Data Security Standard ("PCI") requires that all companies that process, store, or transmit credit or debit card information maintain a secure environment. PCI applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data You should consult with your attorney concerning these and other local laws and ordinances that may affect your Placement Helpers Franchised Business.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer — Valeria Amador

Ms. Amador has served as our Chief Executive Officer since April 2023. Ms. Amador has served as the Chief Executive Officer for Amador Care Inc. in Pasadena, California since April 2013. Ms. Amador has served as the Chief Executive Officer for Care Connect Agency Inc. in Pasadena California since October 2014.

Chief Operating Officer — Gisela Prishker

Ms. Prishker has served as our Chief Operating Officer since April 2023. Ms. Prishker has served as the Chief Operating Officer for Amador Care Inc. in Pasadena, California since January 2022. Ms. Prishker has served as a Senior Care Advisor for Care Connect Agency Inc. in Pasadena, California since August 2020. Ms. Prishker served as Inside Sales & Marketing for Titan Solar in Ontario, California from October 2017 to April 2020. Ms. Prishker served as the Owner of Gisela Prishker Photography Business in Long Beach, California from January 2000 to October 2019.

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

Single Business Program

When you sign our Franchise Agreement for one Placement Helpers Franchised Business, you must pay us an initial franchise fee (the "Initial Franchise Fee") of $45,000. If you are signing our Franchise Agreement with the renewal of an existing Placement Helpers franchise, you will pay us a renewal fee in lieu of an Initial Franchise Fee when you sign the renewal Franchise Agreement as provided in your existing Franchise Agreement.

Area Development Program

You must pay us a development fee (the "Development Fee") of $10,000 for each Placement Helpers Franchised Business you will open and operate under an Area Development Agreement, other than your first Placement Helpers Franchised Business, when you sign the Area Development Agreement (Exhibit B). You must sign the Franchise Agreement for your first Placement Helpers Franchised Business and pay us an Initial Franchise Fee of $45,000 when you sign the Area Development Agreement. When you sign a Franchise Agreement for each subsequent Placement Helpers Franchised Business you will open, you must pay us an Initial Franchise Fee of $35,000 for each subsequent Placement Helpers Franchised Business. Area Developers must open a minimum of 2 Placement Helpers Franchised Business.

Initial Software Set Up Fee

When you sign our Franchise Agreement for one Placement Helpers Franchised Business, you must pay our affiliate $395 to cover the set up for our proprietary business management software services that we have currently designated for use in connection with the Placement Helpers System and a Placement Helpers Franchised Business. This fee will be deemed fully earned and non-refundable upon payment.

Discounts for U. S. Military Veterans

First-time purchasers of franchises that are veterans of the U.S. Armed Forces are eligible for a 5% reduction on the Initial Franchise Fee of $45,000. To qualify for this discount, the veteran(s) must own at least a 50% interest in the franchise. "Veteran" means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the veteran's responsibility to give us the required documents to obtain the Veterans discount. There is no Veterans discount if you are receiving this Disclosure Document in connection with purchasing an existing franchised business or renewing your franchise rights.

Refunds, Different Fees and Financing

All fees discussed in this Item 5 are fully earned by us when paid and are not refundable under any circumstances, even if you, as an Area Developer, fail to open any Placement Helpers Franchised Business. We use the proceeds from Initial Franchise Fees to defray a portion of our expenses in connection with the sale and establishment of franchises, such as: (i) costs related to developing and improving our services and products; (ii) expenses of preparing and registering this Disclosure Document; (iii) legal fees; (iv) accounting fees; (v) costs of obtaining and screening franchisees; and (vi) general administrative expenses. We may reduce, finance, defer or waive the Initial Franchise Fee or Development Fee if and when we determine, it is warranted by a unique or compelling situation. We generally do not provide financing for the Initial Franchise Fee or Development Fee.

ITEM 6
OTHER FEES [1]

Name Of Fee	Amount	Due Date	Remarks
Royalty Fees	8% of your Gross Revenue.	Monthly, on the 2nd day of each month on the Gross Revenue of the Placement Helpers Franchised Business during the previous calendar month.	"Gross Revenue" includes all revenue derived from the operation of the Placement Helpers Franchised Business, including referral fees paid to you, as well as the proceeds from business interruption insurance. "Gross Revenue" excludes taxes actually paid to a governmental authority, bona fide refunds paid to clients, and the retail price of any coupons, gift certificates and vouchers when they are redeemed. Each Royalty Fee payment must be accompanied by a statement of Gross Revenue for the preceding calendar month.
General Marketing Fund	We do not currently require you to pay a General Marketing Fund Fee. If and when we establish a General Marketing Fund, you must contribute 1% of Gross Revenue as a General Marketing Fund Fee as we specify.	Monthly, on the 2nd day of each month on the Gross Revenue of the Placement Helpers Franchised Business during the previous calendar month.	We may elect to establish a General Marketing Fund in the future on 90 days' prior notice. The General Marketing Fund Fee will be in addition to your local advertising expenditure. We may adjust the amount of the General Marketing Fund Fee upon 90 days' prior written notice, not to exceed 2% of Gross Revenue per month.

Name Of Fee	Amount	Due Date	Remarks
Local Marketing Expenditure	$750 per month for 2nd through 5th full month after opening date, and $500 per month for remainder of term	Monthly.	This amount is not paid to us. We may adjust the amount of the Local Marketing Expenditure upon 90 days' prior written notice, not to exceed $1,000 per month.
Cooperative Marketing	As determined by a majority of the cooperative's members but not more than 70% of your Local Marketing Expenditure.	As determined by a majority of the cooperative's members.	Amounts contributed to a cooperative will be credited against your Local Marketing Expenditure.
Technology Fee[2]	Currently, up to $300 per month.	Monthly, on the 2nd day of each month.	Includes cost for support for your computer systems, your website, your emails, and our development and maintenance of online management platforms and corporate intranet and our proprietary business management software services. We may, on 30 days' written notice to you, increase the amount of the Technology Fee to an amount not to exceed $700 per month.
Insufficient Funds Fee	Currently, $30.	On demand.	Payable if any check, draft, electronic or other payment is unpaid because of insufficient funds.
Non-Compliance Charge	Our costs and expenses plus 10%.	On demand, the day after non-compliance occurs.	Due if you fail to comply with your obligations under the Franchise Agreement, to reimburse us for our administrative efforts to process your reporting or other violation. This may be in addition to other remedies we have under the Franchise Agreement.

Name Of Fee	Amount	Due Date	Remarks
Late Fees [3]	$100, plus interest on the amount due from the date it was due until paid, at the highest rate allowed by law (not to exceed 18%), which is currently 10% annually in California.	On demand. Interest accrues immediately after due date if you fail to pay any obligation in full when due.	Interest is payable on the entire overdue amount beginning with the date payment is due until you pay the arrearage, late charges and interest in full.
System Modifications	This amount will vary depending upon the type of modification made.	As required.	We cannot estimate the minimum or maximum amount of the cost for such modification because we have no set schedule for any such modifications. If we decide to modify the Placement Helpers System by requiring new equipment, fixtures, software, trademarks, etc., you must make the modifications at your expense. We may periodically make modifications and there is no limit on the number of modifications that we may make during the term of the Franchise Agreement.
Pre-Opening Additional Initial Training Fees	$1,000 per person.	On demand.	We will provide an Initial Training Program for your Principal Owner and one additional supervisor/manager. If you send more than your Principal Owner and one additional supervisor/manager to the Initial Training Program, you must pay this Pre-Opening Additional Initial Training Fee per additional trainee.
Post-Opening Additional Initial Training Fees	$2,000 for each of your employees who attends "Post-Opening Additional Initial Training Programs," plus our out-of-pocket expenses, including transportation, food and lodging.	On demand.	If, following the opening date of your Placement Helpers Franchised Business, you request us to provide additional Initial Training Programs for new or replacement supervisorial or managerial personnel, you must pay this Post-Opening Additional Initial Training Fee. You must also pay for all transportation costs, food, lodging and similar costs incurred in connection

Name Of Fee	Amount	Due Date	Remarks
			with attending any Post-Opening Additional Training Programs.
Post-Opening Additional Training Daily Fee	$500 per day for each of our representatives who provide Post-Opening Additional Training Programs for you, plus our transportation, food and lodging expenses.	On demand.	We may require your Principal Owner and/or other manager supervisorial or managerial personnel to attend additional and remedial training programs, at our discretion. You must pay us our then-current daily fee for each of our representatives who provide additional training. You must also pay for all transportation costs, food, lodging and similar costs incurred in connection with attending any Post-Opening Additional Training Programs.
Inspection Fee	$600 per re-inspection, plus our out-of-pocket expenses for the re-inspection.	On demand.	Payable if we must revisit your Placement Helpers Franchised Business for another inspection after you have already been notified of any deficiency or unsatisfactory condition at your Placement Helpers Franchised Business.
Quality Assurance Program/Mystery Shop Expense	Up to $250 per inspection.	On demand.	If we retain one or more third-party quality assurance inspection firms and/or "mystery shoppers" to inspect your Placement Helpers Franchised Business for quality control purposes.
Insurance	Amount of unpaid premiums plus a 10% administrative fee for our expenses in obtaining the policies required, and our out of pocket costs.	On demand.	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Transfer Fee (Franchise Agreement)	$10,000, plus any broker fees .	Before assignment to a third party.	Payable if you assign your Franchise Agreement, subject to state law. If the buyers is found by a broker we engage, you must also reimburse us for all commissions we pay to the broker.

Name Of Fee	Amount	Due Date	Remarks
Internal Transfers or Formation of Business Entity Fee (Franchise Agreement and Area Development Agreement)	Up to $1,500	Before transfer	We may charge a reasonable fee not to exceed $1,500 if you request us to approve either a change in shares that do not impact the controlling interest in the franchisee entity, or the transfer of your interests to a new business entity, subject to state law.
Transfer Fee (Area Development Agreement)	$10,000	Before assignment.	Payable if you assign your Area Development Agreement, subject to state law.
Customer Complaint Resolution	Our costs and expenses.	Upon demand.	If you fail to immediately address and resolve all complaints from clients you must reimburse us for our costs to do so.
Default Reimbursement	Our costs and expenses from your default.	Within 5 days after you cure your default or on demand if the default is not cured.	Payable only if you default under the Franchise Agreement.
Audit [3]	Cost of audit plus interest at the highest rate allowed by law (not to exceed 18%) which is currently 10% in California.	Interest continues to accrue until paid.	Payable only if audit shows an understatement of 2% or more of Gross Revenue.
Interim Management Fee	The greater of 10% of Gross Revenues or $1,500 per week, plus travel and lodging expenses.	As incurred.	If you are in default under the Franchise Agreement, and we elect to assume interim management of your Placement Helpers Franchised Business during the pendency of any cure period or in lieu of immediately terminating your Franchise Agreement, we may charge you a reasonable fee for our management services.
Renewal Fees (Franchise Agreement)	$5,000	When you deliver a renewal notice to us.	This Renewal Fee will be in lieu of the Initial Franchise Fee when you renew your Franchise Agreement.

Name Of Fee	Amount	Due Date	Remarks
Supplier Evaluation Fee	Currently, $250.	Before inspection.	If you propose to purchase any products from a supplier that we have not previously approved, we have the right to inspect the supplier's facilities and products and you must reimburse us for our costs to do so.
Franchise Conference Fee	Up to $600 per person you select to attend the Franchise Conference.	Upon demand at least 30 days before the date of the Franchise Conference, whether or not you attend the Franchisee Conference.	If we hold a Franchise Conference for all Placement Helpers Franchisees, you must pay us up to $600 per person to reimburse us for a portion of the direct costs to provide the Franchise Conference.
Indemnification	All costs including attorneys' fees.	On settlement or conclusion of claim or action.	You will defend suits at your own cost and hold us harmless against suits involving damages resulting from your operation of the Placement Helpers Franchised Business.
Reimbursement for Payments Made to Approved Suppliers	Varies	As incurred	If we receive notice from an Approved Supplier that you are over 60 days past due on any payment owed to the Approved Supplier, and you have not previously provided notice to the Approved Supplier disputing the overdue amount, we will have the right, but not the obligation, to make payment to the Approved Supplier on your behalf and to reimburse our self for the amount we paid by electronic funds transfer from your bank account.
Private Offering Fee (Franchise Agreement and Area Development Agreement)	$10,000 or such greater amount as is necessary to reimburse us for our reasonable costs and expenses with reviewing the proposed offering.	Before offering.	Payable for each proposed private offering of securities, partnership or other ownership interests in Franchisee and is in addition to any Transfer Fee under any Franchise Agreement and/or Area Development Agreement.

Name Of Fee	Amount	Due Date	Remarks
Post-Termination Gross Revenue	8% of all revenue derived from the operation of the Competitive Business	2nd day of each month on the Post Termination Gross Revenue of the Competitive Business during the preceding calendar month.	Payable if you operate a Competitive Business after the expiration, termination or assignment of your Franchise Agreement in violation of the covenants in your Franchise Agreement.
Liquidated Damages	An amount equal to twice the total royalty fees paid (or if unpaid, payable) by you during the 12 months immediately preceding the effective date of termination, unless the remainder of the term then in effect is for less than 2 years, in which case the number of actual months term. Term then in effect shall be the multiplier	Within 30 days of the termination of the Franchise Agreement	Payable if we terminate your Franchise Agreement because of your default, or if you terminate the Franchise Agreement without the right to do so.
Breach of Territory Fee	The greater of (i) $500 or (ii) 75% of the amount paid by the client outside of your territory.	On demand	If you serve a client in another franchisee's protected area without that franchisee's prior written permission, you will be required to pay that franchisee this fee.
Certified Senior Advisor Fees	Currently, $180 annual renewal fee	Annually	Payable directly to the Society of Certified Senior Advisors. We highly recommend you become a Certified Senior Advisor (CSA) through the Society of Certified Senior Advisors. If you become a CSA, then you must comply with CSA's then-current recertification requirements
Cost of Enforcement	Amount of attorneys' fees and costs	On demand	In a legal proceeding, the prevailing party may recover attorneys' fees and costs.

Name Of Fee	Amount	Due Date	Remarks
Corporate Lead Referral Fee	Amount we specify, not to exceed 50% of Gross Revenue that you collect from the placement of a client through a Corporate Lead	Monthly, on the 2nd day of each month on the gross sums that you collect from the placement of a Corporate Lead during the previous calendar month.	If you place a Corporate Lead we refer to you, you must pay us a referral fee in the amount we specify from time to time. In no event will the referral fee exceed 50% of the Gross Revenue that you collect from the placement of a client through a Corporate Lead. We have the right to adjust, revise, or add to this fee annually.
Referral Fee	Amount we specify, not to exceed 50% of Gross Revenue that you collect from the placement of a referral	Monthly, on the 2nd day of each month on the Gross Revenue that you collect from the placement of a referral during the previous calendar month.	If another Placement Helpers franchisee refers a client to you, you will pay that Placement Helpers franchisee this fee for referring the client to you based on the Gross Revenue that you collect from the placement of the referral. We have the right to adjust, revise, or add to this fee annually.

NOTES:

1. Unless otherwise noted above, all fees are uniformly imposed by and payable to us by electronic funds transfer or other automatic payment mechanism we designate and are non-refundable. You will authorize us to debit from your designated bank account all funds due to us for Royalty Fees, General Marketing Fund Fees, product purchases or other sums that you owe to us or our affiliates.

2. We will provide you with certain marketing, operational and technical services in exchange for your monthly Technology Fee, which may change from time to time based on changes to the marketing, operational and technical services we provide and/or our costs to provide these services and/or the development of upgraded technologies including technology that does not currently exist. We reserve the right to license, sublicense, and create software and technology that Franchised franchisees must pay for and use. We can change the software, marketing services, operational services, and technology that must be used by our franchisees at any time, which may result in changes to the Continuing Technology Fee.

3. Interest begins from the date of the underpayment.

ITEM 7
ESTIMATED INITIAL INVESTMENT

SINGLE PLACEMENT HELPERS FRANCHISED BUSINESS

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Initial Franchise Fee [1]	$45,000	$45,000	Cash	At Signing	Us
Premises (3 Months' Rent) [2]	$0	$3,600	Cash (non-refundable)	At Signing	Lessor
Office Equipment [3]	$0	$1,000	As Arranged	As Incurred	Approved Supplier
Computer, Printer and Related Hardware and Software [4]	$1,895	$3,395	As Arranged	As Incurred	Approved Supplier; our Affiliate
Vehicle [5]	$0	$5,000	As Arranged	As Incurred	Approved Suppliers
Insurance - Liability & Workers' compensation (initial deposit)	$1,500	$2,600	Cash	Monthly Premium	Insurance Carriers
Legal Fees/Organizational Expenses [6]	$100	$500	Cash	As Incurred	Legal & State
Training Expenses [7]	$1,000	$3,000	As Arranged	As Incurred	Airlines, Hotels, Restaurant Businesses
Grand Opening Marketing [8]	$3,000	$6,000	As Arranged	30 Days Before and 30 Days After Opening	Approved Supplier
Certified Senior Advisor Certification Training Course [9]	$0	$1,100	As Arranged	As Incurred	Society of Certified Senior Advisors
ADDITIONAL FUNDS (3 months) [10]	$5,000	$15,000	Cash	As Incurred	Placement Helpers Approved Suppliers & Employees

Type Of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
Grand Total [11]	$57,495	$86,195			

AREA DEVELOPMENT AGREEMENT (FOR 2 TO 3 MORE PLACEMENT HELPERS FRANCHISED BUSINESSES)

YOUR ESTIMATED INITIAL INVESTMENT

Type Of Expenditure	Amount		Method Of Payment	When Due	To Whom Payment Is To Be Made
	Low	High			
INITIAL INVESTMENT TO OPEN 1st BUSINESS					
Initial Investment 1st Business [12]	$57,495	$86,195	See Above	See Above	See Above
Development Fees [1]	$10,000	$10,000	Cash	At Signing	Us
Additional Professional Fees [9]	$2,000	$3,000	Cash	As Incurred	Legal & State
Grand Total [11]	$69,495	$99,195			

Notes

Unless otherwise noted above, all fees are uniformly imposed by and payable to us by electronic funds transfer or other automatic payment mechanism we designate and are non-refundable. We currently do not offer financing for any purpose, but reserve the right to do so in the future. We do not guarantee your note, lease or other obligation.

1. The Initial Franchise Fee and the Development Fee are described in Item 5 of this Disclosure Document. The Initial Franchise Fee and the Development Fee are uniform and not refundable under any circumstances. When you sign the Area Development Agreement for a minimum of 2 Placement Helpers Franchised Businesses, you must pay us a Development Fee of $10,000 for each Placement Helpers Franchised Businesses you will open, other than your first Placement Helpers Franchised Businesses. You must also pay us the $45,000 Initial Franchise Fee for your first Placement Helpers Franchised Businesses when you sign the Area Development Agreement. The Initial Franchise Fee for each subsequent Placement Helpers Franchised Business you will develop under the Area Development Agreement is $45,000. You must pay us the $35,000 balance of this Initial Franchise Fee when you sign a Franchise Agreement for each subsequent Placement Helpers Franchised Business you will develop. If you are signing the Franchise Agreement to renew an existing Franchise, you will pay us a renewal fee in lieu of an Initial Franchise Fee when you sign the renewal Franchise Agreement as provided in your existing Franchise Agreement.

2. Placement Helpers is a home-based business. If you do not wish to operate your Placement Helpers Franchised Business from your home, we must approve your office location, which must be located within your Protected Area. A typical new Placement Helpers office would require 300-500 square feet of space. Rent is estimated to be $500 to $1,200 per month depending on size, condition and location of leased premises. We

assume the landlord will require the first and last month's rent and a security deposit equal to 1 month's rent. Payments will be made directly to the landlord according to the terms of the lease.

3. This estimates your costs to purchase a smart phone, digital camera, and other basic office supplies. You must obtain and use a phone number that is used exclusively for your Placement Helpers Franchised Business.

4. You will need to purchase or lease your computer hardware, software, data storage, and access fees. You will also need to purchase a high-speed Internet connection and any upgrades or replacement computer equipment necessary to operate the Placement Helpers Franchised Business. This estimate also includes a $395 initial set-up fee paid to us for our proprietary business management software.

5. You must use a vehicle appropriate for your business with our optional branded logo/wrap. It must be in excellent or better condition, clean, dent-free, and otherwise presenting a professional appearance. The low-end estimate assumes you already have a personal vehicle for the business. The high assumes you lease a new vehicle, with certain fees and costs payable upon signing the lease.

6. This estimate includes legal review of your Franchise Agreement and accounting assistance in setting up your books. Additional legal costs in the Area Development chart above reflect additional legal costs you may incur as a result of signing an Area Development Agreement.

7. This estimate includes the cost of sending your Principal Owner and one additional supervisorial or managerial personnel to attend our Initial Training Program in Los Angeles, California. You must arrange and pay for the transportation, meals and lodging for you and your supervisorial or managerial personnel who attend our Initial Training Program. We do not charge a tuition fee for the Initial Training Program; however, you will be responsible for any salaries, meals, lodging, other living expenses and transportation costs incurred by your supervisorial or managerial personnel while attending the Initial Training Program. This estimate does not include the pre-opening training salaries for your supervisorial or managerial personnel and employees at your Placement Helpers Franchised Business. You will not be required to attend the Initial Training for your second or subsequent Placement Helpers Franchised Businesses.

8. You must, during the period beginning 30 days before the scheduled opening of your Franchised Business and continuing for 30 days after your Placement Helpers Franchised Business opens for business, spend between $3,000 and $6,000 to conduct grand opening marketing and promotion. Within 60 days of the grand opening for your Franchised Business, you must submit evidence to us of your grand opening expenditures.

9. We recommend that your Principal Owner successfully complete training to become certified as a Certified Senior Advisor ("CSA"), with the Society of Senior Advisors 90 days of opening your Placement Helpers Franchised Business. The fee for the course varies depending on whether you take the classroom or on-line course and ranges from $990 to $1,100. We will reimburse 20% of the fees if you complete the CSA education course within 60 days of opening your Placement Helpers Franchised Business.

10. You must, at all times, maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under the Franchise Agreement and to cover the risks and contingencies of the Placement Helpers Franchised Business for at least 3 months. The estimates provided above include estimated employee wages, including 5 days of pre-opening training for your Principal Owner and one additional supervisorial or managerial personnel, opening cash, and other miscellaneous expenses incurred before opening and during the first 3 months of operations. These estimates do not take into account any finance charges, interest and

related costs you may incur if any portion for the initial investment is financed. These amounts are the minimum recommended levels to cover operating expenses, including employees' salaries for 3 months.

11. We relied on our affiliates' experience in developing and opening the Affiliate-Owned Businesses to determine these estimates.

12. The Initial Investment to open your first Franchised Business is taken from the first chart in Item 7, entitled Estimated Initial Investment, Single Placement Helpers Franchised Business.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Except as described below, you have no obligation to purchase or lease from us or from suppliers approved by us or according to specifications we issue.

Approved Suppliers. You must operate your Placement Helpers Franchised Business in strict conformity with our methods, standards, and specifications that we prescribe in our confidential operating manual and various other confidential manuals and writings for operating a Placement Helpers Franchised Business (collectively, the "Manual"). The Manual covers nearly all aspects of your Placement Helpers Franchised Business's operations, such as processes and procedures, client service techniques and the administration of staffing and scheduling.

You must purchase all fixtures, furnishings, signs, equipment, inventory, uniforms, advertising materials, and other supplies, products and materials required for the establishment and operation of your Placement Helpers Franchised Business solely from suppliers who demonstrate, to our continuing reasonable satisfaction, the ability to meet our reasonable standards and specifications for these items, who possess adequate quality controls and capacity to supply your needs promptly and reliably and who have been approved for these items in writing by us and not then disapproved ("Approved Suppliers"). We and/or our affiliate may be Approved Suppliers. We will furnish you with a list of Approved Suppliers for necessary items through our confidential Manual. There may be situations where you can obtain items from any supplier who can satisfy our requirements and, therefore, would be considered an Approved Supplier. As of the date of this disclosure document, we have not negotiated purchase arrangements with suppliers (including price terms) for the benefit of franchisees, but we may do so in the future. There are currently no purchasing or distribution cooperatives. You must operate your Placement Helpers Franchised Business in strict compliance with the standard procedures, policies, rules and regulations contained in the Manuals.

The cost of the items that you must purchase from us, our affiliates or from suppliers designated by us represents between 10% and 20% of your total purchases along with the establishment of your Placement Helpers Franchised Business. The cost of the items that you must purchase from us, our affiliates or from suppliers designated by us represents between 10% and 20% of your total purchases in operating your Placement Helpers Franchised Business.

We do not provide or withhold material benefits to you (like renewal rights or the right to open additional Placement Helpers Franchised Businesses) based on whether or not you purchase through the sources we designate or approve. However, purchases of unapproved products or from unapproved suppliers in violation of the Franchise Agreement will entitle us, among other things, to terminate your Franchise Agreement.

The Operating Company is an Approved Supplier and is the only Approved Supplier for our proprietary client business management software you must license and use at your Placement Helpers Franchised

Business. The Operating Company will derive revenue from providing these services. We have no franchisees as of the issuance date of this Disclosure Document, so the Operating Company has not received derived any revenue from products or services purchased by franchisees from the Operating Company. Our members, Valeria Amador and Gisela Prishker, are owners of the Operating Company.

We may also develop certain proprietary products that you must purchase from us or our affiliate and offer for sale at your Placement Helpers Franchised Business. We have no franchisees as of the issuance date of this Disclosure Document, so we have not received any rebates from any Approved Suppliers based on products or services purchased by franchisees from Approved Suppliers, but may do so in the future. If we receive rebate or commission revenue from Approved Suppliers, there will be no restriction on our use of that money.

No third-party contractors may provide any Approved Services for, or along with, your Placement Helpers Franchised Business without our prior written approval.

Except as stated above, neither we nor our owners are the owners of any Approved Suppliers.

Alternative Suppliers: Approval Process. In the event you wish to purchase any unapproved item, including inventory, and/or acquire approved items from an unapproved supplier, you must provide us with the name, address and telephone number of the proposed supplier, a description of the item you wish to purchase, and purchase price of the item, if known. At our request, you must provide us, for testing purposes, with a sample of the item you wish to purchase. Our current evaluation service fee is $250. In addition, if we incur any costs in connection with testing a particular product or evaluating an unapproved supplier at your request, you or the supplier must reimburse our reasonable testing costs, regardless of whether we subsequently approve the item or supplier. Our specifications and standards for supplier approval are generally available upon written request. We are not required to approve any particular supplier. We may base our approval of any proposed item or supplier on considerations relating not only directly to the item or supplier themselves, but also indirectly to the uniformity, efficiency, and quality of operation we deem necessary or desirable for the Placement Helpers System. We will notify you in writing of our approval or disapproval of a proposed supplier, product, or service within 30 days of receiving all requested information. We may revoke our approval of particular products or suppliers when we determine that such products or suppliers no longer meet our standards. Upon receipt of written notice of such revocation, you must cease purchasing products from that supplier. You must use products purchased from Approved Suppliers solely in connection with the operation of your Placement Helpers Franchised Business and not for any competitive business purpose.

Senior Advisor Certification. We highly recommend that you obtain and maintain through the term of the Franchise Agreement certification as a Certified Senior Advisor ("CSA") as granted through the Society of Certified Senior Advisors. CSA certification is offered through online and live classroom settings and the cost ranges from $990 to $1,000, depending on whether the course is taken online or live in a classroom. It consists of approximately 60 hours of home study. Certification as a CSA is currently optional for our franchisees but we reserve the right to require our franchisees obtain CSA certification in the future. We reserve the right to change the underlying senior certification provider or to require additional certifications from our existing senior certification vendors.

Credit Cards. You are required to honor all credit, charge, courtesy and cash cards approved by us in writing. To the extent you store, process, transmit or otherwise access or possess cardholder data in connection with the operation of your Placement Helpers Franchised Business, you are required to maintain the security of cardholder data and adhere to the then-current PCI DSS (Payment Card Industry Data Security Standards), currently found at www.pcisecuritystandards.org for the protection of cardholder data throughout the term of your Franchise Agreement. You are responsible for the security of cardholder data in the possession or control of any of subcontractors you engage to process credit cards. All subcontractors must be identified to and approved by us in writing prior to sharing cardholder data with the subcontractor. You must, if requested to do so by us, provide appropriate documentation to us to demonstrate compliance with applicable PCI DSS requirements by you and all identified subcontractors.

Computer Equipment; Software. You must purchase computer hardware and software meeting our standards and specifications. We generally allow you to purchase your computer equipment from a source you choose; however, we reserve the right to limit your purchases of these items to certain approved or designated suppliers chosen by us. Upon receiving notice from us, you may be required to purchase certain computer hardware/software from an approved or designated supplier, which may include us or our affiliates. We currently require you use QuickBooks Online as your accounting software.

Insurance Requirements. You must purchase from financially responsible insurance companies and continually maintain certain insurance coverage for the operation of your Placement Helpers Franchised Business. You must carry insurance covering the risks and meeting the minimum coverage conditions that we prescribe in the Manual protecting you and us. Each policy must: (i) be written by insurers licensed and admitted to write coverage in the jurisdiction in which the Placement Helpers Franchised Business is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide; (ii) name us as an additional insured; and (iii) comply with the requirements we prescribe at the time the policies are obtained. We require you to purchase professional liability insurance on an occurrence or claims-made basis with limits not less than $1,000,000 per occurrence/$2,000,000 aggregate per policy year; in addition, if a claims-made form is selected, you must provide for the purchase of an extended reporting endorsement (“tail”) of no less than 3 years in the event you close your Placement Helpers Franchised Business. Policies must not contain sub-limits for specified claims (abuse, molestation, etc.). You must also purchase public/general liability insurance on an occurrence basis with limits not less than $1,000,000 per occurrence/$2,000,000 aggregate per policy year, including the following sub-limits: (i) $1,000,000 Personal & Advertising Injury; (ii) $1,000,000 Products/Completed Ops Aggregate; (iii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage with limits not less than $1,000,000 per occurrence; and (iv) $5,000 Medical Expense. This coverage applies as an “excess” limit above your employee’s primary personal auto insurance if he/she is involved in an accident while conducting business for the Placement Helpers Franchised Business. You must purchase special form property insurance in an amount appropriate for the personal property of the Placement Helpers Franchised Business. Business Income and Extra Expense must be included in an amount equal to 3 months gross profit or $50,000, whichever is greater. You must purchase workers’ compensation and employer’s liability insurance with minimum limits of $500,000 or as required by state law, whichever is greater, as well as Employment Practices Liability (EPL) insurance with $500,000 minimum limits providing defense costs and adjudicated damages up to policy limits for claims of sexual harassment, discrimination and wrongful hiring/firing practices. EPL must include a “3rd Party Endorsement” to respond to client allegations of similar wrongful acts. You must also purchase any other insurance not listed here but required by applicable law, rule, regulation, ordinance or licensing requirements; and any updates as made from time to time in the Manual. You must name us and any other party we may designate as additional insureds on your professional and general liability insurance policies at your own expense. We strongly recommend, but do not require, that you purchase Sexual Abuse/Molestation coverage and Cyber Liability coverage.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section(s) In Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 5.1 – 5.2 of the Franchise Agreement;	Items 8, 11 and 12
b. Pre-opening purchases/leases	Section 5.1 of the Franchise Agreement	Items 5, 7 and 8
c. Site development and other pre-opening requirements	Sections 5.1 and 5.2 of the Franchise Agreement; Sections 2, 6.1-6.2 and Exhibit B of the Area Development Agreement	Items 7, 8 and 11
d. Initial and ongoing training	Sections 7.2 – 7.5 of the Franchise Agreement	Items 6, 11 and 15
e. Opening	Section 5.2 of the Franchise Agreement	Item 11
f. Fees	Sections 3.3, 4.1 – 4.7, 6.8, 6.11, 6.12, 7.2 – 7.5, 7.7.1, 7.7.2, 7.28, 8.2, 9.4, 10.1, 10.2, 10.4, 10.5, 11.4, and 14.4.7 of the Franchise Agreement; Sections 4, 9.4.8 and Exhibit B of the Area Development Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/Manuals	Article 7 of the Franchise Agreement; Articles 6 and 16 of the Area Development Agreement	Items 11 and 16
h. Trademarks and proprietary information	Article 9 of the Franchise Agreement; Articles 7 and 8 of the Area Development Agreement	Items 11, 13 and 14
i. Restrictions on products/services offered	Sections 8.1 – 8.3 of the Franchise Agreement; Section 6.2 of the Area Development Agreement	Items 8 and 16
j. Warranty and customer service requirements	Not Applicable	Not Applicable
k. Territorial development and sales quotas	Sections 2.2 and 2.3 of the Franchise Agreement; Sections 2.1, 2.3, 2.5, 2.6 and 6.1 of the Area Development Agreement	Item 12
l. Ongoing product/service purchases	Sections 7.8, 7.9, 8.1, 8.2 and 10.5 of the Franchise Agreement	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Not Applicable	Items 7 and 11(f)
n. Insurance	Sections 13.1 – 13.3 of the Franchise Agreement	Items 6 and 11
o. Marketing	Article 10 of the Franchise Agreement	Items 6, 11 and 13

Obligation	Section(s) In Agreement	Disclosure Document Item
p. Indemnification	Section 18.4 of the Franchise Agreement; Section 14.4 of the Area Development Agreement	Items 12 and 17
q. Owner's participation/ management/staffing	Sections 7.11, 7.13 and 7.14 of the Franchise Agreement	Item 15
r. Records and reports	Sections 12.1 – 12.4 of the Franchise Agreement	Items 6 and 17
s. Inspections and audits	Section 12.3 of the Franchise Agreement	Items 6 and 17
t. Transfer	Article 14 of the Franchise Agreement; Articles 9 and 10 of the Area Development Agreement	Items 6 and 17
u. Renewal	Sections 3.2-3.4 of the Franchise Agreement; Section 2.6 of the Area Development Agreement	Items 6 and 17
v. Post-termination obligations	Article 17 of the Franchise Agreement; Article 12 of the Area Development Agreement	Items 6 and 17
w. Non-competition covenants	Section 15.2 – 15.4 of the Franchise Agreement; Article 13 of the Area Development Agreement	Item 17
x. Dispute resolution	Article 19 of the Franchise Agreement; Article 15 of the Area Development Agreement	Item 17
y. Taxes & Permits	Sections 4.7, 7.14, 7.25 and 12.2 of the Franchise Agreement	Items 1, 7 and 11
z. Computer hardware and software	Section 7.8 of the Franchise Agreement	Items 8 and 11
Other: Security Interest	Section 4.10 of the Franchise Agreement	Item 10
Other: Guarantee of Franchisee Obligations	Exhibit C to the Franchise Agreement; Exhibit C of the Area Development Agreement	Item 15

ITEM 10
FINANCING

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

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

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

Before you open your Placement Helpers Franchised Business. We have the following obligations to you before you begin operating your Placement Helpers Franchised Business:

1. Manuals. After you sign your Franchise Agreement, we will provide with access to Manuals to use during the term of the Franchise Agreement. We may modify the Manuals by written on-line supplements

that we will make available to you via online links or other manner to print the document. (Franchise Agreement, Section 6.5). The Manuals currently contain 215 pages. The Manuals' Table of Contents is attached as Exhibit J to this Disclosure Document. You must operate your Placement Helpers Franchised Business in compliance with the terms of your Franchise Agreement and the Manuals. You alone will exercise day-to-day control over all operations, activities and elements of the Placement Helpers Franchised Business, including over your employees. Under no circumstance will we do so or be deemed to do so. The various requirements, restrictions, prohibitions, specifications and procedures of the Placement Helpers System with which you must comply under the Franchise Agreement and the Manuals do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Placement Helpers Franchised Business, but only constitute standards to which you must adhere when exercising your control over the day-to-day operations of your Placement Helpers Franchised Business consistent with our policies. (Franchise Agreement, Section 7.1).

2. Pre-Opening Initial Training Program. We will provide our Initial Training Program for your Principal Owner and one supervisorial or managerial personnel who will be responsible for management of the Placement Helpers Franchised Business. (Franchise Agreement, Sections 6.1 and 7.2). If you desire to send additional supervisorial or managerial personnel to our Pre-Opening Initial Training Program, you must pay us a Pre-Opening Additional Initial Training Fee of $1,000 per additional trainee. (Franchise Agreement, Section 6.1). We may provide any or all portions of the Pre-Opening Initial Training Program, Post-Opening Initial Training Programs, Additional Training Programs or inspection remotely over a virtual communication platform designated by us. (Franchise Agreement, Section 6.2).

3. Approved Suppliers. We will designate our Approved Suppliers for you after you sign your Franchise Agreement. (Franchise Agreement, Section 8.2).

Post-Opening Obligations. We have the following obligations to you during the operation of your Placement Helpers Franchised Business:

1. Onsite Assistance. We will have a representative provide on-site support for up to 5 days in connection with your Placement Helpers Franchised Business's opening. (Franchise Agreement, Section 6.3).

2. Post-Opening Consultation. We will provide regular consultation and advice in response to your inquiries about specific administrative and operating issues. We may decide how best to communicate this consultation and advice to you, whether by telephone, in writing, electronically or in person. The method chosen by us may be different than the methods used by us for other Placement Helpers franchisees. We may make recommendations that we deem appropriate to assist your efforts. However, you alone will establish all requirements, consistent with our policies, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom you will offer and sell your services; and (iii) the suppliers from whom you obtain any products or services used in or at the office for which we have not established Placement Helpers approved suppliers. (Franchise Agreement, Section 6.6).

3. Post-Opening Initial Training Programs. Following the Opening Date of the Placement Helpers Franchised Business, we may, if requested, and at our discretion, provide additional Initial Training Programs for new or replacement supervisorial or managerial personnel of yours. (Franchise Agreement, Section 6.2).

4. Post-Opening Additional and Remedial Training Programs. We may provide additional and remedial training programs. (Franchise Agreement, Section 6.4). We may provide all or any portions of the

Post-Opening Additional Training Programs remotely over a virtual communication platform designated by us. (Franchise Agreement, Section 6.2).

6. Placement Helpers Approved Services. We will designate Placement Helpers Approved Services which you may or must offer and promote. (Franchise Agreement, Sections 8.2).

7. Inspections. We may examine the Placement Helpers Franchised Business to confer with your supervisorial or managerial employees, inspect and check operations, supplies, fixtures and equipment, and determine whether the Franchised Business is being operated in accordance with the Franchise Agreement, the Placement Helpers System and the Manuals. (Franchise Agreement, Section 6.7).

8. Pricing Guidelines. We may provide pricing guidelines for Placement Helpers Services, subject to applicable law. (Franchise Agreement, Section 7.10).

9. Manuals. We will continue to provide you with access to our Manuals during the term of your Franchise Agreement which may include audio, video, compact disks, computer software, other electronic media and/or written materials. We may, from time to time, update or change the Manuals in our sole discretion. (Franchise Agreement, Section 6.5).

10. Placement Helpers Marks and System. We will permit you to use the Placement Helpers Marks and Placement Helpers System during the term of your Franchise Agreement. (Franchise Agreement, Section 2.1).

11. Confidential Information. We will provide you with access to our confidential information during the term of your Franchise Agreement. (Franchise Agreement, Section 11.1).

12. General Marketing Fund. If established, we will administer the General Marketing Fund and approve advertising that you create for your local use. (Franchise Agreement, Section 10.1).

13. Local Advertising. We will approve or disapprove samples of all local advertising materials and descriptions of all local advertising programs, not prepared or previously approved by us, before they are used. You may not use any advertising material or program or use Placement Helpers Marks in any public manner without our prior written approval. (Franchise Agreement, Section 10.2).

14. Annual Franchisee Conference. We may hold an Annual Franchisee Conference for Placement Helpers Franchisees each year. (Franchise Agreement, Section 7.21).

15. Franchisee Advisory Council and Selection. We may form a franchise advisory council to provide advice and suggestions regarding specified matters to us. (Franchise Agreement, Section 10.6).

16. Improvements. We will provide information on improvements and developments in the Placement Helpers System in the form of regular announcements via main menu page or website, email bulletins or other manner. (Franchise Agreement, Sections 6.5, 7.1).

17. Toll-Free Telephone Number/Call Center Services. We may now or in the future establish a toll free telephone number and/or call center services for the purpose of accepting and confirming client requests for services nationwide and client follow-up and satisfaction surveys. If we establish a toll free number and/or call center services, you must use these services and you must comply with our procedures for implementing the nationwide services as we specify in the Manuals or otherwise in writing, including the payment of any fees for such services. (Franchise Agreement, Section 6.9).

18. National Accounts. We may enter into National Accounts and provide you with the option to perform the services under a National Account contract in your Protected Area. (Franchise Agreement, Section 6.10).

19. Corporate Leads Program. We may administer a Corporate Lead Program and refer Corporate Leads to you. (Franchise Agreement, Section 6.11).

20. Referral Program. We may administer a Referral Program for you and other franchisees to refer each other clients. (Franchise Agreement, Section 6.12).

Length of Time to Open Your Placement Helpers Franchised Business.

Your Placement Helpers Franchised Business must begin operations within 180 days after you sign the Franchise Agreement, unless we agree otherwise. (Franchise Agreement, Section 5.2). Factors that may affect the length of time between the signing of your Franchise Agreement and commencing the operation of your Placement Helpers Franchised Business are obtaining financing, completion of training, obtaining insurance, and complying with local laws and regulations. Your failure to open the Franchised Business within 180 days after you sign the Franchise Agreement constitutes a default under your Franchise Agreement, and can lead up to and include termination of your Franchise Agreement.

Site Selection.

Placement Helpers is a home-based business. We do not impose any standards or have any requirements for your home office other than requiring your home office to be located in your Protected Area. You have the unrestricted right to relocate your home office at any time; however, you must notify us of this move, in writing, at least 30 days prior. You may, if you choose to do so, establish a separate office in a commercial facility. If you elect to lease commercial office space, it must be centrally located within your Protected Area and you must seek our approval prior to executing a lease and/or relocating. You are responsible for all costs, liability, and expenses and for locating, selecting, procuring, obtaining and developing this space. (Franchise Agreement, Section 5.1).

Computer Hardware And Software Systems.

You must purchase and use the computer system that we develop or select, including all future updates, supplements and modifications (the “Computer System”). The Computer System includes 1 computer and 2 monitors for each office staff member and certain required hardware and software programs. The Computer System is used to record and analyze all business and accounting information for the operation of your Placement Helpers Franchised Business. We reserve the right to designate changes or enhancements to the Computer System used in connection with the Placement Helpers Franchised Business, the computer hardware, software and other equipment. At such time as we designate the change or enhancement to the Computer System, you may be required to make certain payments to us or our designated suppliers. You will have 3 months to install and commence using the changed or enhanced Computer System. You must acquire the right to use hardware, software, peripheral equipment and accessories, and arrange for installation, maintenance and support services of the initial, changed or enhanced Computer System all at your cost. We will have independent access to your Computer System. The Computer System must be electronically linked to us, and you must allow us to poll the Computer System on a daily or other basis at the times and in the manner established by us, with or without notice, and to retrieve transaction information including sales, sales mix, inventory, usage, and other operations data that we deem appropriate. There are no contractual limitations on this right. (Franchise Agreement, Section 7.8).

The initial cost to purchase the Computer System will range from $1,500 to $3,000. All hardware and computer network maintenance and maintenance and upgrades of other software are your responsibility and must be done in a timely manner. There are no contractual limitations on the frequency or cost of upgrades or changes in the Computer System hardware or software that we may impose. We anticipate that the cost of maintenance and/or upgrades will not exceed $1,200 per year.

We currently require you use QuickBooks Online as your accounting software. Currently, the fee for QuickBooks is $25 to $100 per month per employee, depending on the version used. You must pay QuickBooks directly on a monthly basis.

We currently require you use our proprietary business management software manages the scheduling, billing, invoicing, overall client management services. Currently, the fee for our proprietary business management software platform is $199 per month, which is included in your monthly Technology Fee. (Franchise Agreement, Section 7.8).

Other than as described above, we do not recommend any specific computer hardware or software to our franchisees. However, occasionally we may review certain software packages, and, to the extent these items appear to meet the needs of our franchisees, we may provide software vendors with the means to contact our franchisees for informational purposes (e.g., at national franchisee meetings). Such referrals do not constitute a recommendation on our part. We have no obligation to upgrade and/or update any hardware or software during the term of your Franchise Agreement.

If you collect information or data regarding the Placement Helpers Franchised Business electronically, we have and reserve the right to inspect and copy those records. (Franchise Agreement, Section 12.6).

Internet.

We have registered the Internet domain name www.placementhelpers.com and have established a website using this domain name. You acknowledge that the domain name is our sole property. You may not use, in any manner, any computer medium or electronic medium (for example, any Internet home page, e-mail address, website, domain name, URL, bulletin board, newsgroup or other Internet related medium or activity) that contains the Placement Helpers Marks, or any other words, symbols or terms confusingly similar to the Placement Helpers Marks without our express prior written consent. We may include on our Internet website interior pages that identify all Placement Helpers Franchised Businesses, including your Placement Helpers Franchised Business. (Franchise Agreement, Sections 10.7 and 10.8).

Intranet

We may, at our option, establish an Intranet through which our franchisees may communicate with each other, and through which we may communicate with you and may disseminate the Manuals, updates and other confidential information to you. If we establish an Intranet, you must establish and maintain an electronic connection with the Intranet that allows us to send messages to and receive messages from you. We will have sole discretion and control over all aspects of the Intranet, including the content and functionality of the Intranet. You will have the privilege, but not the right, to use the Intranet, subject to your compliance with our policies. (Franchise Agreement Section 7.18).

Electronic Commerce

We may, in our discretion, use our websites described above or may establish another facility on the Internet for the purpose of engaging in the sale of products and services identified with the Placement Helpers Marks, both within and outside of your Protected Area. You may not use the Placement Helpers Marks to advertise, promote or sell any Approved Services through the Internet, nor may you offer or sell any services that are identified with the Placement Helpers Marks or any memorabilia or other merchandise that bears the Placement Helpers Marks through the Internet unless we expressly permitted you to do so. (Franchise Agreement, Section 10.10).

General Marketing Fund

We do not currently require you to make any contribution to an advertising fund. We may elect to establish an advertising fund (the "General Marketing Fund") to promote and enhance the image and brand identity of all Placement Helpers Businesses upon 90 days' prior notice to you. (Franchise Agreement, Section 4.3). If and when the General Marketing Fund is established, you must pay us a General Marketing Fund Fee of 1% of your Gross Revenue. (Franchise Agreement, Section 10.1). We have the right to adjust the maximum amount of General Marketing Fund Fees at any time during the term of your Franchise Agreement, upon 90 days' prior written notice to you, not to exceed 2% of your Gross Revenue. General Marketing Fund Fees are in addition to your Local Marketing Expenditures. Company-owned and affiliate owned Placement Helpers Franchised Businesses may, but are not required to, contribute to the General Marketing Fund. If they do, they will not be required to contribute in the same percentage as you and may stop contributing at any time without notice to you. (Franchise Agreement, Sections 10.1).

The General Marketing Fund will pay for maintaining, administering and developing advertising, marketing, public relations, and/or promotional programs and materials, and any other activities which the General Marketing Fund's administrator believes will enhance the image of the Placement Helpers System. These will include the purchase of media and the placement of advertising, preparing and conducting advertising campaigns in print, radio and television; preparing direct mail advertising; market research; employing advertising agencies; purchasing promotional items; and conducting and administering promotions. We anticipate that the advertising will be local, regional and national in scope. (Franchise Agreement, Section 10.1.1).

We will select the General Marketing Fund's administrator when the General Marketing Fund is established. The administrator will direct all advertising and promotional programs, with sole discretion over the creative concepts, materials, and media used in the programs, and the placement and allocation of the programs. Once established, the General Marketing Fund will be used to maximize general public recognition and acceptance of the Placement Helpers Marks for the benefit of the Placement Helpers System, and the administrator will not be obligated, in administering the General Marketing Fund, to make expenditures for you which are equivalent or proportionate to your contribution, or to ensure that you benefit directly or pro rata from the advertising or promotion conducted under the General Marketing Fund. (Franchise Agreement, Sections 10.1.2 and 10.1.3).

Your contributions will be held in an account maintained by us. The General Marketing Fund and any earnings will not otherwise inure to our or the administrator's benefit. All payments to the General Marketing Fund will be maintained in a separate account and will not be used to defray any our expenses, except for our reasonable costs and overhead related to the administration or direction of the General Marketing Fund and advertising programs, including costs of personnel for creating and implementing advertising, promotional and marketing programs. No more than once a year, we will prepare an annual accounting of the General

Marketing Fund and upon request distribute the accounting to Placement Helpers franchisees. The annual accounting will state the total amount of money collected and spent by the General Marketing Fund during the previous year and will list, by general category, the manner in which we spent the money. The report will not be separately audited. (Franchise Agreement, Section 10.1.3).

Any unused monies in the General Marketing Fund at the end of a year will be used in the next year. (Franchise Agreement, Section 10.1.3). Our printed materials and website may also contain references stating that "Franchises Are Available" and/or that "Each Placement Helpers Is Independently Owned and Operated" to promote the sale of franchises for Placement Helpers Franchised Businesses. With this exception, no portion of the General Marketing Fund will be used to solicit or to sell Placement Helpers franchises to prospective franchisees. (Franchise Agreement, Section 10.1.3).

Grand Opening Advertising and Promotion

At least 60 days before the opening of your Placement Helpers Franchised Businesses, you must submit a Grand Opening Promotional Plan ("Grand Opening Plan") to us which outlines your proposal for grand opening marketing and promotion of your Placement Helpers Franchised Businesses. You must obtain our written consent to the Grand Opening Plan before you implement it. You must modify the Grand Opening Plan as we request, and, thereafter, you may not make any substantial changes to the Grand Opening Plan without our advance written consent. You must, during the period beginning 30 days before the scheduled opening of your Placement Helpers Franchised Businesses and continuing for 30 days after your Placement Helpers Franchised Businesses opens for business, spend $3,000 - $6,000 to conduct grand opening marketing and promotion for your Placement Helpers Franchised Businesses. Within 60 days after your opening date, you must provide us with copies of all invoices, statements, canceled checks or other forms of payment that you have issued which evidence your expenditure and payment for the Grand Opening Plan. (Franchise Agreement, Section 10.4 and Exhibit A).

Promotional Campaigns

We may conduct promotional campaigns on a national or regional basis to promote products or marketing themes. You must participate in all promotional campaigns which we may establish for the region in which your Placement Helpers Franchised Business is located. (Franchise Agreement, Section 10.5).

Cooperative Marketing Programs.

We have the right, in our discretion, to establish cooperative advertising programs in any geographic area or group of geographic areas. (Franchise Agreement, Section 10.3). Currently, there are no advertising cooperatives.

Local Marketing

In addition to any General Marketing Fund Fees you are required to pay us, you must spend at least $750 per month for the 2nd through 5th full month after you begin operating the Placement Helper's Franchised Business and at least $500 per month for the remainder of the initial term of the Franchise Agreement (the "Local Marketing Expenditure") on local advertising and promotion of your Placement Helpers Franchised Business. Under the terms of the Franchise Agreement, we may adjust the amount of the Local Marketing Expenditure upon 90 days' prior written notice, not to exceed a 10% annual increase. All advertising must meet our specifications in our Manuals. You must submit to us no later than 14 days before use, samples of all local advertising materials, and descriptions of all local advertising programs, not prepared or previously approved by us, for our approval. You may not use any advertising material or program or use the Placement

Helpers logo or trademarks in any public manner without our prior written approval. (Franchise Agreement, Section 10.2).

Advisory Council

We may in the future establish an Advisory Council for Placement Helpers franchisees to work with us and to consult with us on marketing conducted by the General Marketing Fund and any other matters that we deem appropriate. If an Advisory Council is formed, it will act solely in an advisory capacity, will not have decision making authority, and will be comprised of our representatives and Placement Helpers franchisees who may be chosen by us or elected by other Placement Helpers franchisees. All Placement Helpers franchisees who serve on an Advisory Council must pay their own transportation costs, food, lodging and similar costs to attend Advisory Council meetings. We will have the right to form, change, merge or dissolve any Advisory Council at any time, in our discretion. (Franchise Agreement, Section 10.6).

Pre-Opening Initial Training Program

We will provide an Initial Training Program in the Placement Helpers System and methods of operation (the "Initial Training Program") at our training facilities in our corporate office located in Pasadena, California for your Principal Owner and one additional supervisorial or managerial personnel selected by you. If you send more than 2 persons to the Initial Training Program, you must pay the Pre-Opening Additional Initial Training Fee per person for each additional trainee. Prior to attending the Initial Training Program, participants are required to review the Manuals and complete software tutorials, which we estimate will take up to 25 hours. We will provide training, instructors, a training manual, and other materials to you and your supervisorial or managerial personnel at no charge. The Initial Training Program will consist of approximately 5 days of training that must be completed at least 4 weeks before the Placement Helpers Franchised Business opens for business. You must pay all travel, living, compensation, and other expenses incurred by you to attend the Initial Training Program. We will not provide the Initial Training Program if the Franchise Agreement is executed as a renewal Franchise Agreement. (Franchise Agreement, Sections 6.1 and 7.2). Our Initial Training Program is described below:

INITIAL TRAINING PROGRAM

Subject	Hours Of Classroom Training	Hours Of On-The-Job Training	Location
History of Placement Helpers & Services	6	0	Pasadena, California
Use of Manual	4	0	Pasadena, California
Pre-Opening Procedures	2	0	Pasadena, California
Human Resources	3	0	Pasadena, California
Sales & Marketing	4	0	Pasadena, California
Developing Referral Sources	3	0	Pasadena, California
Networking	6	0	Pasadena, California
Working with Clients	6	0	Pasadena, California
Daily Operations	4	0	Pasadena, California
TOTALS	38	0	

* This table assumes one day of the Initial Training Program is between 6 to 8 hours of training.

The primary instructional material for the Initial Training Program will be the Manuals. There will be no additional charge for training material. The Initial Training Program will be supervised by Valeria Amador and Gisela Prishker, who each have 11 years' experience with the Operating Company and Amador Care and 20 years of experience in the senior living placement services industry. Training will be conducted as often as necessary to ensure that franchisees complete training before their Placement Helpers Franchised Business opens for business.

Your Principal Owner and all additional employees you send to our Initial Training Program must faithfully attend all phases of the Initial Training Program and complete it to our satisfaction, as certified by us in writing. Your or their failure to successfully complete any aspect of the Initial Training Program, as we determine in our sole discretion, constitutes grounds for termination of your Franchise Agreement. (Franchise Agreement, Section 7.2). You must pay expenses of travel, lodging, meals and wages incurred by you and your employees while attending any of our training programs. If you request us to provide our Initial Training Program to more than 2 trainees prior to the opening date of your Placement Helpers Franchised Business, you must pay us our then-current Pre-Opening Additional Initial Training Fee for each additional trainee. (Franchise Agreement, Sections 6.1 and 7.3).

In addition, we highly recommend that within 90 days after your Placement Helpers Franchised Business opens for business, your Principal Owner complete training to become certified as a Certified Senior Advisor ("CSA"), with the Society of Senior Advisors. CSA Certification Training with the Society of Senior Advisors consists of a three day class that may be taken in a classroom or online and passing an exam. The fee for the course varies depending on whether you take the classroom or on-line course. We will reimburse 20% of the fees if you complete the CSA education course within 60 days of opening your business. (Franchise Agreement Section 7.29). If you become certified as a CSA, then you must pay the Society of Senior Advisors their initial certification fee, which currently ranges between $990 and $1,100, and their then-current certification renewal fee, which is currently $180 per year, to maintain your certification throughout the term of your Franchise Agreement.

Post-Opening Initial Training Programs

We may, at your request and in our discretion, provide additional Initial Training Programs ("Post-Opening Initial Training Programs") for your new or replacement supervisorial or managerial personnel following the opening of your Placement Helpers Franchised Business. If you request us to provide our Initial Training Program for your new or replacement supervisorial or managerial personnel following the opening date of the Placement Helpers Franchised Business, you must pay us our then-current Post-Opening Additional Initial Training Fee for each additional training session. In addition, you must pay all transportation costs, food, lodging and similar costs incurred in connection with your attendance at the Additional Initial Training Programs. (Franchise Agreement, Section 7.4).

On-Site Assistance

We will have a representative provide on-site support for up to 5 days in connection with your Placement Helpers Franchised Business's opening. We will coordinate the scheduling of this visit with you. We may require you to reimburse us for our trainers' travel expenses, including lodging and meals, for all on-site training. We will select the individual(s) providing the on-site training and the length of time that on-site training is provided. We will not provide on-site opening assistance for you if your Franchise Agreement is executed as a renewal Franchise Agreement. (Franchise Agreement, Section 6.3).

Post-Opening Additional Training Programs

In our discretion, we may provide you or your Principal Owner and each of your supervisorial or managerial personnel with additional training programs ("Post-Opening Additional Training Programs"). You must pay us our then-current Post-Opening Additional Training Daily Fee for each of our representatives that provides the Post-Opening Additional Training Programs to defray our direct costs of providing the Additional Training Programs. In addition, you must pay all transportation costs, food, lodging and similar costs incurred in connection with your attendance at the Additional Training Programs. Franchise Agreement, Sections 6.4 and 7.5).

Franchisee Conference

We may hold an annual Franchisee Conference for all Placement Helpers franchisees each year. The Principal Owner and each designated manager must attend the Franchisee Conference. You must pay us a Franchise Conference Fee of up to $600 per person to reimburse us for a portion of the direct costs to provide the Franchisee Conference. You must pay the Franchise Conference Fee upon demand at least 30 days before the date of the Franchisee Conference, whether or not you attend the Franchisee Conference. (Franchise Agreement, Section 7.21).

ITEM 12
TERRITORY

Franchise Agreement

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

We assign you a specific geographic area ("Protected Area") to operate your Placement Helpers Franchised Business that we will designate in your Franchise Agreement. We will not (i) own or operate company-owned Placement Helpers Franchised Businesses using the Placement Helpers Marks; (ii) own or license other to own or operate a Placement Helpers Franchised Business using the Placement Helpers Marks; or (iii) authorize any other party to open a Placement Helpers Franchised Business using the Placement Helpers Marks, in your Protected Area as long as you are not in default under your Franchise Agreement. We will designate the boundaries of your Protected Area by using cities, counties, physical boundaries, and/or zip codes. A Protected Area typically includes approximately 50 senior care facilities, including assisted living facilities, residential care homes, hospitals, nursing homes and rehabilitation centers, senior apartments, but some have fewer or more. A Protected Area typically includes a population within the range of 300,000 to 500,000, but some will have fewer based on geographical location. The population count of the Protected Area will be determined by the last United States census, or as designated by the mapping software of our choice. We cannot provide any assurance as to the size or shape of the Protected Area, as it may vary significantly depending on the above referenced factors. The boundaries of your Protected Area will not change, regardless of increases or decreases in the population of your Protected Area. There are no other radius restrictions or minimum population requirements that limit where we can franchise or operate another Placement Helpers Franchised Business.

You will sign a Franchise Agreement (Exhibit A) to operate one Placement Helpers Franchised Business from an office in a single Protected Area that you choose and that we accept. You may not operate the Placement Helpers Franchised Business from any location other than the office. You have the option of running your Placement Helpers Franchise Business from a home office or a separate commercial office space, which must be located within your Protected Area. You are free to relocate your office within your Protected Area without seeking our approval, but you must inform us of the relocation beforehand. However, if you run your Business from a home office, there are no restrictions on the location of your office or your ability to relocate, except your home office must be located within your Protected Area, and you do not require our approval for the location of your office. You may only provide the Approved Services from the Placement Helpers Franchised Business and only to clients located within your Protected Area, unless we otherwise agree. You must use our plans, procedures, trade names and service marks within the Protected Area. Except as expressly provided in the Franchise Agreement or Manual, you will concentrate all advertising and solicitation within the Protected Area.

We have and reserve the right to grant additional protected areas in our sole discretion. The granting of any additional protected area is contingent upon an existing franchisee's ability to operate additional franchises, in terms of both financial resources and management capability. Generally speaking, new protected areas will be granted only to existing franchisees that are in good standing with respect to each of their existing franchises.

If you have secured an office site for the Placement Helpers Franchised Business at the time you sign the Franchise Agreement, you will establish the Placement Helpers Franchised Business at the approved site. If you have not yet secured a site for your Placement Helpers Franchised Business at the time you sign the Franchise Agreement, you must identify a site for your Office promptly after signing the Franchise Agreement.

We retain all rights that are not expressly granted to you under the Franchise Agreement. The license granted to you under the Franchise Agreement does not include: (i) any right to offer any product or service via e-commerce; (ii) any right to establish an independent website or to establish a URL incorporating the Placement Helpers Marks or any variation of the Placement Helpers Marks; or (iii) any right to distribute, market, or implement our products and services in any channel of distribution not specifically authorized in the Franchise Agreement. Further, we may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, and without granting you any other rights:

(i) Establish and/or license others to establish franchised or company-owned Placement Helpers Franchised Businesses at any location outside your Protected Area regardless of the proximity of such businesses to your Protected Area.

(ii) Establish and/or license others to establish any other business, other than a Competitive Business, under marks and systems different from the Placement Helpers Marks and the Placement Helpers System within and outside the Protected Area. A "Competitive Business" means any business that that provides senior living placement services and/or any business that is like, copies, imitates, or operates a business similar to a Placement Helpers Franchised Business.

(iii) Offer, sell or distribute and/or license others to sell and distribute, at wholesale or retail, within and outside your Protected Area (a) Placement Helpers branded goods and services not then offered and sold through the Placement Helpers System, or (b) goods and services under another brand where comparable goods and services are not then offered and sold through the Placement Helpers System. These goods and services may be offered and sold through similar or dissimilar channels or methods of distribution, including the Internet and outlets that do business under the Placement Helpers name or another name.

(iv) Periodically designate in the Manual, or elsewhere, National Accounts, Referral Programs and/or Corporate Lead Programs.

(v) Merge with, acquire or be acquired by any businesses or agencies of any kind under other systems and/or other marks, which businesses and agencies offer or sell or grant franchises or licenses to others to offer or sell within your Protected Area businesses that provide services within the senior placement field not specifically part of the goods and services that you offer under your Franchise Agreement.

(vi) To market on the Internet and use the Placement Helpers Marks on the Internet, including all use of websites, webpages, domain names, URLs, directory addresses, email addresses, metatags, linking, marketing, Co-Branding and other arrangements, and in all other forms of electronic media.

You have no right to acquire additional franchises, options, rights of first refusal or similar rights to acquire additional franchises, although you may apply for the right to operate additional Placement Helpers Franchised Businesses under separate Franchise Agreements.

The Franchise Agreement and Area Development Agreement discussed below do not give you a right of first refusal or any preferential right to acquire additional franchises within your Protected Area or to expand your Protected Area.

You may not solicit clients or tour facilities outside of your Protected Area. However, you may service clients who reside outside of your Protected Area if: (i) the client is solicited by you while inside your Protected Area; or (ii) the client is specifically referred to you by one of your other clients or other referral sources. Under no circumstances may you tour facilities located outside of your Protected Area unless: (i) you obtain our prior written approval if the facility is not located within an area serviced another franchisee; or (ii) you obtain prior written permission from us or the Franchisee who own the rights to the Protected Area in which the facility is located. If we authorize you to operate in an area outside of your Protected Area and that area is subsequently awarded to another Franchisee or operated by us, then you must immediately transition all clients, contracts and accounts to the new Owner or us (as applicable). You will not be entitled to any further compensation from the assigned clients, contracts and accounts beyond such time that the Protected Area is awarded. You may enter into cooperative marketing agreements and sales activities with other franchise owners in your, or their, Protected Area.

Corporate Leads Program

We may establish and administer a program that is designed to generate client leads for Placement Helpers Franchised Businesses (the “Corporate Leads Program”). We may refer leads (the “Corporate Leads”) to you through our Corporate Leads Program. If we refer a Corporate Lead to you, you have the option, but not the obligation, to accept the Corporate Lead for purposes of providing placement services. When you place a Corporate Lead, you must pay us the referral fee described in Item 6 of this Disclosure Document (in addition to royalty fee and other fees imposed upon the revenues you collect). We retain complete discretion in determining whether to refer a Corporate Lead and the franchisee to whom we refer a Corporate Lead. We are not required to refer any Corporate Leads to you. We may modify or discontinue the Corporate Leads Program at any time. We make no guarantees or promises that you will receive any referrals or generate any revenue through your participation in our Corporate Leads Program.

If we refer a Corporate Lead to you and you choose not to accept the Corporate Lead or you fail to contact or service the Corporate Lead in the manner we require, we may provide, or authorize another Placement Helpers franchisee to provide, placement services for the Corporate Lead, including for placements made at within your Protected Area. If this happens, you will not be entitled to any portion of the placement fee.

Referral Program

Through our referral program, a Placement Helpers franchisee (the "Referring Franchisee") may place a client with a facility that is located within the protected area of another franchisee (the "Protected Area Owner"). The Referring Franchisee must notify the Protected Area Owner of the possible placement in the manner specified in the Manual. The Referring Franchisee must either: (a) provide the placement services utilizing the information provided by the Protected Area Owner regarding the facility; or (b) turn the client over to the Protected Area Owner and allow the Protected Area Owner to provide the placement services. Only the Protected Area Owner will collect the fees from the facility, unless the Protected Area Owner transfers billing responsibility to the Referring Owner. The Protected Area Owner will pay the Referring Franchisee a referral fee described in Item 6 of this Disclosure Document. The Protected Area Owner and Referring Franchisee may agree upon a different fee split based upon the respective services provided by each party, but any different fee split must be agreed upon in writing before the placement occurs. You must also pay us royalty fees and other fees imposed upon the revenues you collect from a Referral Program placement. Franchisees must cooperate with each other relating to placements made through the Referral Program. If the Referring Owner elects to turn the client over to the Protected Area Owner for placement services, but the Protected Area Owner is unable or refuses to provide the services, we may provide the placement services. If this occurs, the Protected Area Owner must collect the placement fee from the facility and immediately remit the entire fee to us. We will then pay the referral fee to the Referring Owner and keep the rest of the payment. Failure to cooperate with another franchisee relating to a placement under the Referral Program is a default under the Franchise Agreement. We can modify or discontinue the Referral Program at any time. We make no guarantees or promises that you will receive any referrals or generate any revenue through your participation in our Referral Program.

National Accounts

We, and our affiliates, have the right to enter into agreements with National Accounts, both inside and outside the Protected Area. A "National Account" is a referral source that offers, on a local, statewide, national or regional basis, the opportunity for Franchisees in the applicable geographic area to provide any Approved Services to the referral source's members, affiliates, or, however designated, other persons who have a similar relationship with that referral source. The arrangement may include set fees for each National Account client, service standards, and other rules for participation. After we sign a contract with a National Account in your Protected Area, and as long as you are not in default under the Franchise Agreement, we may, at our option, provide you with the option to perform the services under a National Account contract in your Protected Area. In the event that you are unwilling or incapable of servicing a National Account client in your Protected Area, we reserve the right to service the National Account client in the Protected Area, either directly or with another franchisee located in an adjacent protected area. You may not solicit business from or provide services to any National Account without our prior written consent. This restriction applies anywhere, including within the Protected Area. If you accept a National Accounts client referred by us, you shall abide by all applicable policies and procedures with respect to the National Account, including pricing and any fees related thereto. We are not required to pay you any consideration or compensation if we or a third-party provide services to a National Account(s) inside your Protected Area. We make no guarantees or promises that you will receive any referrals or generate any revenue through your participation in our National Accounts Program.

Area Development Agreement

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

Under the Area Development Agreement, we grant you the right to develop and operate a specified number of Placement Helpers Franchised Businesses at sites in a specified Development Territory, subject to our approval. The Development Territory may be 1 or more cities, counties, states or some other defined area. During the term of the Area Development Agreement, we will not operate or grant a license or franchise to any other person to operate a Placement Helpers Franchised Business at any site within your Development Territory. We will determine or approve the location of each Placement Helpers Franchised Business and the Protected Area under the Franchise Agreement at the time each Franchise Agreement is signed, and our then current standards for approving sites and determining Protected Areas will apply.

We reserve the right, in our discretion, without granting you any rights in the same: (i) to develop, own and operate, and to grant franchises to third parties to develop, own and operate, Placement Helpers Franchised Businesses outside the Development Territory, without restriction, regardless of their proximity to the Development Territory; (ii) to develop, own and operate, and to grant franchises to third parties to develop, own and operate any other business, other than a Competitive Business, under marks and systems different from the Placement Helpers Marks and the Placement Helpers System within and outside the Development Territory; and (iii) to market on the Internet and use the Placement Helpers Marks on the Internet, including all use of web sites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media.

If you fail to meet any of your obligations under the Area Development Agreement, including the development obligations, or commit a material breach of any Franchise Agreement under the Area Development Agreement, or a material breach of any other agreement between you and us, we may terminate your right to develop and operate additional Placement Helpers Franchised Businesses in the Development Territory, but the termination of the right to develop additional Placement Helpers Franchised Businesses in your Development Territory will not terminate any rights granted under the Franchise Agreements then in effect between you and us, absent a breach of the Franchise Agreement itself. There are no other circumstances that permit us to modify your territorial rights under the Area Development Agreement. After the expiration of the term of your Area Development Agreement, we may own, operate, franchise or license others to operate additional Placement Helpers Franchised Businesses anywhere, without restriction, including in your Development Territory, subject to the rights granted to you in the Protected Area established under any then-existing Franchise Agreement.

Upon the termination or expiration of the Area Development Agreement; (i) you will have no further right to own additional Placement Helpers Franchised Businesses in the Development Territory and no further rights or obligations under the Area Development Agreement; (ii) you will have the right to continue to own and operate Placement Helpers Franchised Businesses you opened prior to the expiration date under Franchise Agreements with us that remain in full force and effect on the expiration date; and (iii) we may, but are not required to, own, own and operate, and grant franchises to third parties to own, own and operate Placement Helpers Franchised Businesses within or outside of the Development Territory, without restriction, subject only to the territorial rights that are granted to you under your Franchise Agreements for your Placement Helpers Franchised Businesses in the Development Territory.

You are not granted any options, rights of first refusal or similar rights to acquire additional franchises within the Development Territory. If you wish to further own Franchised Businesses in the Development Territory, you must notify us in writing within 180 days before the expiration of your Area Development Agreement. If we believe that the renewal development obligation proposed by you is acceptable, we will deliver our then-current Area Development Agreement to you. If the proposed additional development obligation is not acceptable to us, we will agree to negotiate with you in good faith for 60 days to try to agree upon a mutually acceptable development schedule. If you do not exercise your right to sign a new Area Development

Agreement, we may own, operate, franchise or license others to operate additional Franchised Businesses in your Development Territory subject only to the territorial rights reserved to you in the individual Franchise Agreements.

Under the Area Development Agreement, the continuation of your territorial exclusivity is dependent upon your compliance with your development and other obligations under the Area Development Agreement, as described above.

General

We have not established other franchises or company-owned outlets or another distribution channel selling or leasing similar products or services under a different trademark. We describe earlier in this Item 12 what we may do anywhere and at any time.

Neither we nor any parent or affiliate has established, or presently intends to establish, other franchised or company-owned facilities which provide similar products or services under a different trade name or trademark, but we reserve the right to do so in the future, without first obtaining your consent.

ITEM 13
TRADEMARKS

As a Placement Helpers franchisee, you are licensed to use and display the trade name “Placement Helpers ” during the term of your Franchise Agreement and only for the operation of your Placement Helpers Franchised Business and the sale of Approved Services. You may not license or sublicense any trademarks, service marks, trade names, logotypes or commercial symbols owned by us or our affiliate. We are the owner of the following marks, which are registered on the Principal Register of the United States Patent and Trademark Office:

Mark	Registration Number	Registration Date
Placement Helpers SENIOR LIVING & CARE EXPERTS	7235197	12/5/2023
Placement Helpers	7235198	12/5/2023

We also claim common law rights to the trade and service marks we license to you. We intend to file all required affidavits of use and, when registered, affidavits to keep these registrations in effect. The trademarks are owned by us. No agreements limit our right to use or license the use of the trademarks.

You must notify us in writing if you learn of or receive any demand, claim or suit alleging your infringement of any trademark. If you used the trademarks in compliance with the Franchise Agreement, we will take action we deem appropriate to defend and indemnify you against a third party claim that your use of a trademark according to the Franchise Agreement, infringes that party’s trademark rights. We won't indemnify or defend for trademark usage not in compliance with the Franchise Agreement.

We can defend or settle a claim using counsel we choose. You must cooperate with us. You can't settle or compromise without our written consent.

You must use the trade name Placement Helpers without any suffix or prefix attached to it to identify the Placement Helpers Franchised Business. You may not use the Marks, or our trade name, or any words or symbols which are confusingly phonetically or visually similar to Marks, as all or part of your name. You must obtain a fictitious or assumed business name registration as we require or under applicable law. You must identify yourself as the owner of your Placement Helpers Franchised Business by placing your name on all checks, invoices, receipts, contracts, stationary and other documents that bear the Placement Helpers trade name, trademarks, or service marks.

You must notify us immediately on learning that any third party is or may be using a mark that is the same or confusingly similar to any trademark we license to you, who you believe is not authorized to use them. We have the right to decide what action to take, if any.

If we decide it is advisable to stop, modify or update use of any trademarks or adopt additional or substitute trademarks, you must comply with our request, at your expense. We might do this sometimes to refresh the trademarks, or modernize, or other reasons.

We are not aware of any current infringement, opposition or cancellation proceedings affecting our trademarks. There is no pending litigation involving our trademarks.

We are not aware of any currently effective material determinations of the Patent and Trademark Office, Trademark Trial and Appeal Board, trademark administrator of any state or any court regarding our trademarks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any rights in or to any patents. There are no pending patent or copyright applications that are material to the franchise. We have no registered copyrights, but we claim copyright protection for the Manuals and all advertising material that may be distributed by us. We will loan you one copy of the Manuals for confidential use in the Placement Helpers Franchised Business. You may not disclose, publish, sell, show, or reproduce the Manuals and you must return the Manuals to us intact upon termination or expiration of the Franchise Agreement or Area Development Agreement.

We regard our trade secrets, our System of operating a Placement Helpers Franchised Business, and all the information contained in the Manuals, as proprietary information owned by us. You agree, as part of the Franchise Agreement, not to contest our exclusive ownership of the copyrights, trade secrets, processes, methods, procedures, formulae, techniques, and other proprietary information to which we claim exclusive rights. You are not given any rights in other trade secrets or proprietary or confidential information developed by us in the future. You must implement any reasonable procedures we may adopt to protect our trade secrets including restrictions on disclosures to your employees and requiring employees who will have access to our trade secrets to sign employment agreements containing non-disclosure and non-competition provisions.

There are no prior superior rights or infringing uses actually known to us that could materially affect your use of the copyrights, trade secrets, processes, methods, procedures, or other proprietary information described above. There are no agreements currently in effect that limit our rights to use or license the above-mentioned copyrights in any manner.

You must not, during or after the term of your Franchise Agreement, divulge or use for the benefit of anyone else any confidential information, knowledge, or know-how concerning the Placement Helpers System, or the methods of operation of the Placement Helpers Franchised Business ("Placement Helpers Confidential Information"). You may divulge Placement Helpers Confidential Information only to supervisorial or managerial personnel who must have access to it to perform their employment duties. All Placement Helpers Confidential Information and other data, which we designate as confidential, will be Placement Helpers Confidential Information for purposes of your Franchise Agreement. At our request, you must require any supervisorial or managerial personnel having access to any Placement Helpers Confidential Information to sign covenants that they will maintain the confidentiality of the information they receive during their employment at your Placement Helpers Franchised Business. These covenants must be in a form we find satisfactory, and specifically identify us as a third-party beneficiary of these covenants with the independent right to enforce them. You must sign our standard form Confidentiality Agreement, in our discretion, if we provide you with confidential information before you sign our Franchise Agreement.

All data pertaining to your Placement Helpers Franchised Business and all data you create or collect in connection with your operation of the Placement Helpers Franchised Business (collectively, "Placement Helpers Data"), including, data pertaining to, or otherwise concerning, the Placement Helpers Franchised Business' clients and the names and other pertinent data, or that you otherwise collect including data uploaded to, or downloaded from your computer system is Placement Helpers Confidential Information and is our sole property. We have the right to review and use the Placement Helpers Data in any manner that we deem appropriate without any compensation to you. You just provide us with copies and/or originals of the Placement Helpers Data within 5 days after our request for the Placement Helpers Data at no cost to us and at any time during the term of your Franchise Agreement and upon the expiration and/or termination of your Franchise Agreement. We license the use of the Placement Helpers Data to you during the term of your Franchise Agreement, at no cost to you, solely for your use in the operation of your Placement Helpers Franchised Business. You must maintain the Placement Helpers Data as secret and as Placement Helpers Confidential Information and must not make any of the Placement Helpers Data available to any unauthorized person without our prior written consent of and then only in the manner we permit.

If you develop any new concept, process or improvement in the Placement Helpers System (an "Improvement"), you must promptly notify us and provide us with all necessary related information, without compensation. Any Improvement will become our sole property and we will be the sole owner of all related intellectual property rights. You must assign any rights you may have or acquire in the Improvements, to us, including the right to modify the Improvement, and you will waive and/or release all rights of restraint and moral rights to the Improvements. You will assist us in obtaining and enforcing the intellectual property rights to any Improvement in any and all countries and you agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You will appoint us as your agent and attorney-in-fact to execute and file any documentation and to do all other lawful acts to further the prosecution and issuance of intellectual property right related to any Improvement.

The goodwill associated with all phone and fax numbers, email addresses, domain names, websites or webpages, social media and other Internet addresses used in operation of the Placement Helpers Franchised Business is an asset that belongs to us. Upon cancellation, termination or expiration of the Franchise Agreement, you will be deemed to have assigned to us or our designee all right, title and interest in and to these and/or services associated with the same. You must sign the instruments we request to confirm the assignments and transfers to us.

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

You must designate a Principal Owner acceptable to us who will be involved in the day-to-day operations of the Placement Helpers Franchised Business. Your Principal Owner must own a minimum of a 50% ownership interest in Franchisee and must devote his or her full time to the Placement Helpers Franchised Business. You may, at your option and subject to our written consent, designate one or more Business Managers to supervise your Placement Helpers Franchised Business operations under the Franchise Agreement and the Area Development Agreement (if applicable). Your Managers do not have to own an equity interest in you or the franchise. Even if we permit you to designate Managers to supervise your operations under the Franchise Agreement and Area Development Agreement (if applicable), your Principal Owner remains ultimately responsible for the Manager's performance. If you are an Area Developer, then you must appoint one or more Managers for each Placement Helpers Franchised Business to manage the day-to-day affairs of each Placement Helpers Franchised Business. Each Manager must devote his or her full time and best efforts to the supervision of your operations under the Franchise Agreement and Area Development Agreement.

Your Placement Helpers Franchised Business must, at all times, be directly supervised by the Principal Owner or a Manager or other supervisorial or managerial personnel who have successfully completed our Pre-Opening Initial Training Program. You must provide comprehensive initial training programs, additional training programs and remedial training programs for your other employees and ensure that your Placement Helpers Franchised Business is at all times under the direct control of the Principal Owner or a Manager and other employees fully trained by you. We may require each of your owners, Managers and other supervisorial and managerial personnel who will have access to any confidential information to sign a Confidentiality and Non-Disclosure Agreement in substantially the form of Exhibit D. None of the provisions in the Confidentiality and Non-Disclosure Agreement are intended to prohibit or restrict any activity which prohibition or restriction violates your employees' rights to engage in protected concerted activity under the National Labor Relations Act.

You must notify us promptly if your Principal Owner or Manager cannot continue to serve or no longer qualifies as a Principal Owner or a Manager. You will have thirty (30) days from the date of the notice (or from any date that we independently determine the Principal Owner or Manager no longer meets our training and operating standards) to take corrective action. During that thirty (30) day period, you must provide for interim management of your operations in compliance with the Franchise Agreement Area Development Agreement (if applicable).

All present and future owners of the equity or voting rights in the franchisee entity, including spouses, must execute a written guarantee in a form we prescribe, personally, irrevocably and unconditionally guaranteeing, jointly and severally, with all other guarantors, the full payment and performance of your obligations to us and to our affiliates. Upon each transfer or assignment of your interest in the Franchise Agreement, or other change in your ownership interests, and at any other time we request, these holders must re-execute a written guarantee in a form we prescribe.

You must operate the Placement Helpers Franchised Business as an entity, either a corporation, limited liability company or partnership. No third-party contractors may provide any senior placement services for, or along with, your Placement Helpers Franchised Business without our prior written approval. You must provide all in-home services through your own employees, rather than independent contractors.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only sell Approved Services and goods that are authorized by us as described in the Manual. The Approved Services may vary among franchisees based on specific market conditions, including the requirements of local laws and regulations that may restrict your ability to provide certain services within the Protected Area. We may change the goods and Approved Services that you must offer upon notice to you. There is no limit on the number or type of changes that we may make. We may modify the Placement Helpers Franchised Business specifications and authorized goods and Approved Services at any time and for any reason that we believe will benefit the Placement Helpers System. We will notify you of all these changes in writing.

The entity you must form to operate the Placement Helpers Franchised Business may not engage in any other business activities, except for the operation of other Placement Helpers Franchised Businesses, if applicable. You may not use the Office from which you operate the Placement Helpers Franchised Business for any other purpose without our prior written consent.

You may not maintain a Website or otherwise maintain a presence or advertise using any public computer network or in any channel of distribution not specifically identified in the relevant agreements with your Placement Helpers Franchised Business operations other than on the Website hosted by us or our affiliate.

We do not restrict the prices at which you sell any goods or Approved Services. Your operations must comply with all applicable laws. These include the laws that we describe in Item 1. You must investigate what laws apply to your business and for ensuring compliance with them. You must maintain the regular office hours we establish, and be on-call 24-hours a day, 7 days a week to provide your clients with the Approved Services. You are not restricted as to the customers whom you may solicit or service, except as described in Item 12. Any variation from our mandatory requirements requires our prior written approval. We grant approval only in exceptional cases. An exception made for another franchisee does not necessarily have to be made for you.

You are not authorized to conduct any sales of Approved Services on the Internet, establish an account, or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the Placement Helpers franchise system, us or any of our affiliates, without our prior written approval.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION
THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and Area Development Agreement. You should read these provisions in the agreements attached to this Disclosure Document. If you are signing your Franchise Agreement under an existing Area Development Agreement or with the renewal of an existing Franchise, some of these provisions may be modified to conform to the terms specified in your Area Development Agreement or your existing Franchise Agreement, as applicable.

FRANCHISE AGREEMENT

Provision		Section in Franchise Agreement (Exhibit A)	Summary
a.	Length of the term of the franchise	Section 3.1	10 years
b.	Renewal or extension of the term	Section 3.2	Two 5-year terms.
c.	Requirements for Franchisee to renew or extend	Section 3.2 – 3.3	You must notify us you wish to renew no less than 12 months prior to the expiration date of your Franchise Agreement; have complied with your obligations during the term of your Franchise Agreement; at our request, renovate or modernize your Placement Helpers Franchised Business to comply with our then-current standards for a new Placement Helpers Franchised Business; sign our then-current form of Franchise Agreement that may contain terms and conditions materially different from those in your original Franchise Agreement; satisfy our then-current training requirements; pay a renewal fee; sign a general release and provide us with a guarantee signed by all equity owners of the franchisee and their spouses. The royalty and other payments under your renewal Franchise Agreement will be at the rates then applicable to new franchisees.
d.	Termination by Franchisee	Section 16.10	You may terminate the Franchise Agreement only if we materially default in our obligations under the Franchise Agreement, and fail to cure the material default within 60 days after you provide us with written notice of such default.
e.	Termination by Franchisor without cause	Not Applicable	Not Applicable
f.	Termination by Franchisor with cause	Sections 16.1 – 16.3 and 16.5	We can terminate the Franchise Agreement if you materially default under your Franchise Agreement, any other individual Franchise Agreement, any Area Development Agreement (other than solely for your failure to meet your development obligation) or any other agreement between you and us (subject to state law).
g.	"Cause" defined – curable defaults	Section 16.3	You have 5 days to cure non-payment of fees and 10 days to cure non-compliance with laws and defaults not listed in Section 16.2 (subject to state law).
h.	"Cause" defined non-curable defaults	Sections 16.1 and 16.2	Non curable defaults include: bankruptcy, foreclosure, and insolvency; abandonment; unapproved transfers; repeated defaults, even if cured; misrepresentations in acquiring your license; health or safety violations; trademark misuse;

Provision	Section in Franchise Agreement (Exhibit A)	Summary
		conviction of a felony; failure, for a period of 10 days after notification of noncompliance, to comply with any state or local law or regulation applicable to the operation of the Placement Helpers Franchised Business; knowingly maintaining false books or records or submitting false reports or knowingly underreporting Gross Revenue; materially misusing the Placement Helpers Marks; making an unauthorized use of the trade secrets or confidential information; purchasing products from non-approved suppliers; failure to make a payment to Franchisor, its Affiliates, or, to Franchisee's landlord, suppliers, creditors or employees; a breach of your obligations under the Franchise Agreement or any other agreement between you and us that is not capable of being cured by you; failure to open the Placement Helpers Franchised Business within 180 days from signing the Franchise Agreement; failure of your Principal Owner to complete the Initial Training Program to our satisfaction; offering services other than the Approved Services; failure to maintain all licenses and permits necessary to operate the Placement Helpers Franchised Business and to offer the Approved Services; failure to obtain promised funding within 10 days of signing the Franchise Agreement; engaging in fraudulent, dishonest, unethical, immoral or similar conduct in connection with your operation of the Placement Helpers Franchised Business; and engaging in any lewd or immoral conduct whether or not in connection with your operation of the Placement Helper Franchised Business (subject to state law).
i. Franchisee's obligations on termination/ nonrenewal	Sections 17.1 - 17.4, 17.6 and 17.7 – 17.11	You must cease use of our trademarks, de-identify the office, pay all amounts due to us, and return the Manuals. You must pay us the sum of 2 multiplied by the total royalty fees paid (or if unpaid, payable) by you during the 12 months immediately preceding the effective date of termination to account for the actual damages that we will suffer as a result of the termination of the Franchise Agreement during the period that we estimate will expire while we search for a replacement franchisee. We may, at our option, assume all telephone numbers for the Placement Helpers Franchised Business. You must, at our option, cancel or assign to us your rights to any Internet websites or webpages or e-mail addresses or assumed, fictitious or corporate names which contain the Placement Helpers Marks. See also "r" below.
j. Assignment of contract by Franchisor	Section 14.1	No restriction on our right to assign.

Provision	Section in Franchise Agreement (Exhibit A)	Summary
k. “Transfer” by Franchisee-definition	Section 14.2	Includes transfer of the Franchise Agreement or change in ownership of the business entity that owns it.
l. Franchisor’s approval of transfer by Franchisee	Section 14.2	Transfers require our prior written consent, which will not be unreasonably withheld.
m. Conditions for Franchisor’s approval of transfer	Sections 14.2-14.4	The proposed transferee must qualify, sign our then-current Franchise Agreement (provided, that the term of the new Franchise Agreement will be the remaining term of the existing Franchise Agreement), successfully complete our initial training program, provide us with a guarantee signed by all equity owners of the proposed franchisee and their spouses and you must be in good standing, sign a general release, sign a guarantee of the transferee’s obligations under the new Franchise Agreement in our favor and pay the transfer fee. See also “r” below. If the Franchise Agreement has been signed under an Area Development Agreement, except as described below, you must concurrently assign all other existing Franchise Agreements to the same assignee.
n. Franchisor’s right of first refusal to acquire Franchisee’s business	Section 14.3	We can match any offer for your business.
o. Franchisor’s option to purchase Franchisee’s business	Section 17.5	When your Franchise Agreement expires or is terminated, we have the option to purchase the assets of the Placement Helpers Franchised Business and all of your assets related to the Placement Helpers Franchised Business.
p. Death or disability of Franchisee	Section 14.5	Your spouse, heirs or personal representative has 180 days to purchase your interest or complete an assignment of your interest to a qualified, approved third party, subject to the transfer provisions.
q. Non-competition covenants during the term of the franchise	Section 15.2	You are prohibited from: (i) diverting any present or prospective Placement Helpers client to any competitor, or performing any other act injurious or prejudicial to the goodwill associated with the Placement Helpers Marks and the Placement Helpers System; or (ii) owning or having any interest in a competitive business to the Placement Helpers Franchised Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 15.3	For 2 years following the expiration or termination of your Franchise Agreement, you cannot own or have any interest in a competitive business located within 10 miles of your Protected Area or any other Placement Helpers franchisee’s

Provision	Section in Franchise Agreement (Exhibit A)	Summary
		protected area. If you violate the post-term covenant not to compete, you must pay us, throughout the 2 year period following the termination, transfer, or expiration of your Franchise Agreement, 8% of all revenue derived from the operation of the Competitive Business, including the sale of any merchandise, other products and services at or from the Competitive Business, and all other income of every kind and nature of the Competitive Business.
s. Modification of the agreement	Section 6.5	The Franchise Agreement can be modified or amended only by written agreement of all of the parties. The Manuals are subject to change at any time. You must comply with any changes set forth in the Manuals.
t. Integration/ merger clause	Section 21.5	Only the terms of the Franchise Agreement and its attachments are binding (subject to applicable state law). No other representations or promises will be binding. Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or in any related exhibit is intended to disclaim the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not Applicable	None
v. Choice of forum	Section 19.1	All proceedings will be held in the state or federal courts in a county in which we have a principal place of business (currently, Pasadena, California) at the time the action is initiated, subject to applicable state law. See the State Specific Addenda (Exhibit F) attached to this Disclosure Document.
w. Choice of law	Section 19.1	California, subject to the exception in Section 19.2 and applicable state law. See the State Specific Addenda (Exhibit F) attached to this Disclosure Document.

AREA DEVELOPMENT AGREEMENT

Provision	Section In Area Development Agreement (Exhibit B)	Summary
a. Length of the term of the Area Development	Article 3	5 years
b. Renewal or extension of the term	Not Applicable	Not Applicable

Provision	Section In Area Development Agreement (Exhibit B)	Summary
c. Requirements for Area Developer to renew or extend	Not Applicable	Not Applicable
d. Termination by Area Developer	Not Applicable	Not Applicable
e. Termination by Franchisor without cause	Not Applicable	Not Applicable
f. Termination by Franchisor with "cause"	Sections 11.1 -11.3	We can terminate the Area Development Agreement if you default under your Area Development Agreement, an individual Franchise Agreement, or any other agreement between you or your affiliates and us (subject to state law).
g. "Cause" defined - curable defaults	Section 11.3	You have 30 days to cure defaults under your Area Development Agreement, and in the case of a breach or default in the performance of your obligations under any Franchise Agreement or other agreement between you and us, the notice and cure provisions of the Franchise Agreement or other agreement will control (subject to state law).
h. "Cause" defined –non-curable defaults	Sections 11.1 and 11.2	Non-curable defaults include: bankruptcy, insolvency; unapproved transfers; failure to meet your development obligations; any breach of the covenants not to compete set forth in Section 13; repeated defaults, even if cured; unapproved transfers; termination of any of your Franchise Agreements; conviction of a felony; disclosure of confidential information; and a breach of your obligations under the Area Development Agreement or any other agreement between you and us that is not capable of being cured by you; failure to obtain promised funding within 10 days of signing the Area Development Agreement; engaging in fraudulent, dishonest, unethical, immoral or similar conduct in connection with your development of Placement Helpers Franchised Businesses; and engaging in any lewd or immoral conduct whether or not in connection with your development of Placement Helpers Franchised Businesses (subject to state law).
i. Area Developer's obligation on termination/non-renewal	Section 12.1	You will have no further right to develop or operate additional Placement Helpers Franchised Businesses which are not, at the time of termination, the subject of a then validly existing Franchise Agreement between you and us. You may continue to own and operate all Placement Helpers Franchised Businesses under then validly existing Franchise Agreements.
j. Assignment of contract by Franchisor	Section 9.1	No restrictions on our right to assign.
k. "Transfer" by Area Developer – defined	Section 9.2	Includes transfer of the agreement or changes in ownership of the business entity which owns it. No shares of an Area Developer that is a business entity may be offered for sale

Provision	Section In Area Development Agreement (Exhibit B)	Summary
		through the public offering of securities. Shares may be offered by private offering with our prior written consent.
l. Franchisor's approval of transfer by Area Developer	Section 9.2	Transfers require our prior written consent, which will not be unreasonably withheld.
m. Conditions for Franchisor's approval of transfer	Sections 9.2.1 and 9.4	Except as described below, you may not transfer any Franchise Agreement signed under the Area Development Agreement except with our written consent and a simultaneous assignment of the Area Development Agreement and all of the Franchise Agreements signed under the Area Development Agreement to the same assignee. The proposed buyer must sign our then-current form of Franchise Agreement for each of your Placement Helpers Franchised Businesses then developed or under development. The proposed transferee must qualify as a franchisee and sign our then-current Area Development Agreement and provide us with a guarantee signed by all equity owners of the proposed franchisee and their spouses and you must be in good standing, sign a general release, sign a guarantee of the transferee's obligations under new Area Development Agreement and pay the transfer fee. See also "r" below.
n. Franchisor's right of first refusal to acquire Area Developer's business	Section 9.3	We may match any offer to purchase your business.
o. Franchisor's option to purchase Area Developer's business	Not Applicable	Not Applicable
p. Death or disability of Area Developer	Section 9.5	Your spouse, heirs or personal representative has 180 days to purchase your interest or complete an assignment of your interest to a qualified, approved third party, subject to the transfer provisions.
q. Non-competition covenants during the term of the franchise	Section 13.2	You are prohibited from: (i) diverting any present or prospective Placement Helpers client to any competitor, or performing any other act injurious or prejudicial to the goodwill associated with the Placement Helpers Marks and the Placement Helpers System; or (ii) owning or having any interest in a competitive business to the Placement Helpers Franchised Business.
r. Non-competition covenants after the franchise is terminated or expires	Section 13.3	For 2 years following the expiration or termination of your Area Development Agreement, you cannot own or have any interest in a competitive business, except under another effective Franchise Agreement with us, within a 10 mile radius of any Placement Helpers franchisee's protected area.
s. Modification of the Area Development Agreement	Section 6.3	The Area Development Agreement can be modified or amended only by written agreement of all of the parties.

Provision	Section In Area Development Agreement (Exhibit B)	Summary
t. Integration/merger clause	Section 18.6	Only the terms of the Area Development Agreement and its attachments are binding (subject to applicable state law). No other representations or promises will be binding. Any representations or promises outside of the Disclosure Document and Area Development Agreement may not be enforceable. Nothing in the Area Development Agreement or in any related exhibit is intended to disclaim the representations we made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not Applicable	None.
v. Choice of forum	Section 15.1	All proceedings will be held in the state or federal courts in a county in which we have a principal place of business (currently, Pasadena, California) at the time the action is initiated, subject to applicable state law. See the State Specific Addenda (Exhibit F) attached to this Disclosure Document.
w. Choice of law	Section 15.1	California, subject to the exception in Section 15.1 and applicable state law. See the State Specific Addenda (Exhibit F) attached to this Disclosure Document.

ITEM 18
PUBLIC FIGURES

No public figures are involved in the actual management or control of Franchisor.

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 of a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to Franchisor's management by contacting Valeria Amador at 680 E. Colorado Boulevard, Suite #180 and 2nd Floor, Pasadena, California 91101; Telephone (626) 949-423; the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION
TABLE NO. 1

SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2021 TO 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised				
	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company Owned*				
	2021	2	2	0
	2022	2	2	0
	2023	2	2	0
Total Outlets				
	2021	2	2	0
	2022	2	2	0
	2023	2	2	0

*Owned and operated by our affiliates, the Operating Company and Amador Care.

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
FOR FISCAL YEARS 2021 TO 2023

State	Year	Number of Transfers
All States		
	2021	0
	2022	0
	2023	0

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR FISCAL YEARS 2021 TO 2023

State	Year	Outlets at Start of Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
All States								
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Total Outlets								
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

TABLE NO. 4
STATUS OF AFFILIATE- OWNED OUTLETS
FOR FISCAL YEARS 2021 TO 2023

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California*							
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
TOTALS*							
	2021	2	0	0	0	0	2
	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2

*Owned and operated by our affiliate, the Operating Company and Amador Care.

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In The Next Fiscal Year
All States	0	0	0
TOTAL	0	0	0

We have no franchisees as of the date of this Franchise Disclosure Document. See Exhibit I. We have not created, sponsored, endorsed or received a request to include in this Disclosure Document, a trademark specific franchisee organization. We have not signed confidentiality clauses with current or former franchisees since our formation. No outlets have been terminated, not renewed, or ceased operations for other reasons. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year end is December 31. Attached to this Disclosure Document as Exhibit G is our audited financial statements as of December 31, 2023. We have not been franchising for a period of at 3 years and, as such, we are not in a position to disclose our audited financial statements over the past three 3 years.

ITEM 22
CONTRACTS

Attached:

Exhibit A is a copy of our Franchise Agreement.
Exhibit B is a copy of our Area Development Agreement.
Exhibit C is a copy of our Confidentiality Agreement for Prospective Franchisees.
Exhibit D is a copy of our Non-Disclosure and Confidentiality Agreement for Employees of Franchisee.

Exhibit E is a copy of our General Release.
Exhibit F is a copy of our State Specific Addenda.

ITEM 23
RECEIPTS

2 copies of an acknowledgment of your receipt of this Disclosure Document appear as Exhibit K. Please return one copy to us and retain the other for your records.

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A
FRANCHISE AGREEMENT AND EXHIBITS

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC

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EXHIBITS

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into as of the "Effective Date" stated on Exhibit A by and between PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, a California limited liability company, doing business as "Placement Helpers" ("Franchisor"), on the one hand, and the Entity identified as "Franchisee" on Exhibit A, on the other hand, who are individually referred to as a "Party", and collectively referred to as the "Parties", with reference to the following facts:

A. Franchisor and its Affiliates, as the result of the expenditure of time, skill, effort and money, have developed the Placement Helpers System for the establishment and operation of businesses that provide personalized assistance for finding the best senior care and assisted living options under the trade name and service mark "Placement Helpers" and other related trademarks, service marks, logos and commercial symbols (the "Placement Helpers Marks").

B. Franchisee desires to obtain a license and franchise to operate one Placement Helpers Franchised Business (the "Placement Helpers Franchised Business") under the Placement Helpers Marks and in strict accordance with the Placement Helpers System and the standards and specifications established by Franchisor, and Franchisor is willing to grant Franchisee a license and franchise in accordance with the terms of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS.

Capitalized terms not defined elsewhere in this Agreement shall have the following meanings:

"Abandon" means (i) Franchisee's failure, at any time, to keep the Placement Helpers Franchised Business open and operating for business for a period of five (5) consecutive days, except as provided in the Placement Helpers Manuals; (ii) Franchisee's failure to keep the Placement Helpers Franchised Business open and operating for any period after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to continue to operate the Placement Helpers Franchised Business, unless the failure to operate is due to Force Majeure (subject to Franchisee's continuing compliance with this Agreement); (iii) Franchisee's failure to respond to client inquiries and/or schedule visits with clients in a timely manner; (iv) Franchisee's failure to actively and continuously maintain and answer the telephone listed by Franchisee for the Placement Helpers Franchised Business solely with the Placement Helpers name; or (v) a closure of the Placement Helpers Franchised Business required by Applicable Law.

"Affiliate" or "Affiliates" mean any Person or Entity that controls, is controlled by, or is under common control with, a Party to this Agreement. Control of a Person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person or Entity whether by contract or otherwise.

"Applicable Law" means and includes applicable common law and all statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority with jurisdiction over the operation of the Placement Helpers Franchised Business that are in effect on or after the Effective Date, as they may be amended from time to time.

“Approved Services” means the services that Franchisor designates or requires in the Manuals for providing assistance to seniors and their families, including, but not limited to, services such as finding suitable senior communities that meet each senior’s financial and geographic preferences, such as assisted living facilities, memory care facilities, residential care homes, group homes, in-home care services and independent living senior communities.

“Approved Suppliers” means suppliers of products and services for Placement Helpers Franchised Business that have been accepted and approved by Franchisor because they have demonstrated to Franchisor their ability to supply products and services for Placement Helpers Franchised Businesses, meeting Franchisor’s specifications as to quality, contents, compliance with governmental standards and regulations, reliability with respect to delivery, and consistency in the quality of their products or services.

"Business Judgment" means that Franchisor is allowed to exercise its judgment however Franchisor believes is appropriate in a given circumstance without limitation, subject to the use of that discretion in any reasonable way as more fully described in Section 21.14.

“Co-Branding” means the operation of an independent business, product line or operating system owned or licensed by another Entity (not Franchisor) that is featured or incorporated within the Placement Helpers Franchised Business and operated in a manner likely to cause the public to perceive it is related to the Placement Helpers Franchised Business.

“Commencement Date” means the day that (i) Franchisee receives written authorization from Franchisor to commence operations of the Placement Helpers Franchised Business, and (ii) Franchisee actually begins to offer Approved Services for sale to the public from the Placement Helpers Franchised Business, whichever occurs last, which shall be no later than one hundred eighty (180) days after the Effective Date as set forth on Exhibit A.

“Competitive Business” means any business that provides senior living placement services or any business that is like, copies, imitates, or operates a business similar to a Placement Helpers Franchised Business.

“Constituents” means past, present and future Affiliates, parents, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

"Corporate Lead” means a client lead generated through Franchisor’s Corporate Leads Program.

"Corporate Leads Program” means the program Franchisor may establish to generate client leads from Placement Helpers Franchised Businesses.

"Corporate Lead Referral Fee” means the amount specified by Franchisor, not to exceed 50% of the Gross Revenue collected from a Corporate Lead, that Franchisee must pay to Franchisor for each Corporate Lead placed by Franchisee.

“Crisis Management Event” means any event that occurs at or about the Placement Helpers Franchised Business that has or may cause harm or injury to clients or employees, including, without limitation, product contamination, contagious diseases, natural disasters, terrorist acts, shootings or any other circumstance which may damage the Placement Helpers System, the Placement Helpers Marks, or the image or reputation of Franchisor and its Affiliates.

"Default" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"Designated Manager" means an individual who is responsible for overseeing the operation of the Placement Helpers Franchised Business in the absence of the Principal Owner.

"Electronic Commerce" means offering and selling merchandise and services associated with the Placement Helpers Marks, and receiving and accepting orders and payment for the merchandise and services, directly or indirectly, through any means of electronic communication, including receiving and accepting orders over the Internet.

"Electronic Signature" means any electronic symbol and/or process attached to or logically associated with a document and executed by a Party with the intent to sign such document, including facsimile, email, or other electronic signatures.

"Entity" means any limited liability company, partnership, trust, association, corporation or other entity which is not an individual. The Franchisee Entity shall conduct no business other than the operation of the Placement Helpers Franchised Business.

"Equity" means capital stock, membership interests, partnership rights or other equity ownership interests of an Entity.

"Expiration Date" means the tenth (10th) anniversary of the Commencement Date.

"Force Majeure" means any event (i) that was reasonably unforeseeable as of the Effective Date (ii) that is beyond the reasonable control, directly or indirectly, of a Party (iii) that could not reasonably have been prevented or avoided by that Party with the exercise of reasonable efforts and due diligence (iv) that does not result from the fault or negligence of that Party or its agents, employees or contractors and (v) that causes performance by that Party to be delayed, in whole or in part, or unable to partially or wholly perform its obligations under this Agreement. Neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Franchisee by any lender, landlord, contractor, or other Person, or Franchisee's financial inability to perform or Franchisee's insolvency, shall be an event of Force Majeure hereunder, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. An event of Force Majeure will not affect or change Franchisee's obligation to pay Continuing Royalty Fees, General Marketing Fund Fees, Technology Fees or any other fees owed to Franchisor when due.

"Franchisee Conference Fee" means the fee Franchisee must pay Franchisor towards the cost of each Annual Franchise Conference held by Franchisor in an amount not to exceed $600 per person.

"General Marketing Fund" means the fund that Franchisor may elect to establish to promote the Placement Helpers Marks and all Placement Helpers Franchised Businesses.

"General Marketing Fund Fees" means the monthly fees that that Franchisee shall pay to the General Marketing Fund, if and when established, as a percentage of the Gross Revenue of the Placement Helpers

Franchised Business, which shall initially be 1% of Gross Revenue. Franchisor shall have the right to adjust the maximum amount of the General Marketing Fund Fee at any time and from time to time during the Term upon ninety (90) days' prior written notice from Franchisor to Franchisee, to an amount not to exceed 2% of Gross Revenue.

"General Release" means the form of general release prescribed by Franchisor of any and all known and unknown obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, against Franchisor and its Constituents. A General Release will cover future consequences of acts, omissions events and circumstances predating the date of the General Release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the General Release is executed.

"Good Standing" means Franchisee is in substantial compliance with the material requirements of this Agreement, the Placement Helpers Manuals and all other agreements then in effect between Franchisor, or its Affiliates, and Franchisee, and has substantially cured each curable Default for which Franchisor has issued a Notice of Default to Franchisee within the time periods set forth in Article 16. Franchisee shall not be in Good Standing if any Default by Franchisee is not capable of being cured.

"Governmental Authority" means all Federal, state, county, public and local governmental and quasi-governmental agencies, commissions and authorities.

"Grand Opening Marketing Expenditure" means the $3,000 to $6,000 minimum amount Franchisee must spend for a promotional campaign for the grand opening of the Placement Helpers Franchised Business.

"Gross Revenue" means the total of all revenues derived from the operation of the Placement Helpers Franchised Business, including referral fees paid to Franchisee, as well as the proceeds from any business interruption insurance related to the non-operation of the Placement Helpers Franchised Business, and whether evidenced by cash, services, property, barter, or other means of exchange, including orders taken in or from the Placement Helpers Franchised Business although filled elsewhere. "Gross Revenue" excludes: (i) taxes Franchisee collects from clients and pays to taxing authorities; (ii) refunds and credits made in good faith to arms' length clients in accordance with Franchisor's standards and specifications for issuing such refunds or credits; and (iii) the discount value of any coupon, voucher or other allowance that Franchisor authorizes at the time Franchisee redeems the client's coupon, voucher or allowance.

"Initial Franchise Fee" means the initial fee that Franchisee must pay Franchisor for the right to operate the Placement Helpers Franchised Business under this Agreement as set forth in Exhibit A.

"Initial Software Set-Up Fee" means the $395 initial fee that Franchisee must pay Franchisor in connection with the set up for Franchisor's proprietary business management software services that Franchisor has currently designated for use in connection with the System and a Placement Helpers Franchised Business.

"Initial Term" means the ten (10) year period commencing on the Commencement Date and ending on the Expiration Date.

"Interim Management Fee" means the greater of 10% of Gross Revenues or $1,500 per week, plus travel and lodging expenses, that Franchisee must pay Franchisor if Franchisor elects to assume interim management of the Placement Helpers Franchised Business.

"Local Marketing Expenditure" means the percentage of Gross Revenue that Franchisor requires Franchisee to spend each calendar month, beginning on the second full month after the Opening of the Placement Helpers Franchised Business, for local promotion and marketing of the Placement Helpers Franchised Business, $750 per month for the second through fifth after the Opening of the Placement Helpers Franchised Business and $500 per month for the remainder of the Initial Term. Franchisor shall have the right to adjust the amount of the Local Marketing Expenditure at any time and from time to time during the Term upon ninety (90) days' prior written notice from Franchisor to Franchisee, not to exceed $1,000 per month.

"NACHA" means the National Automated Clearing House Association, an organization that establishes the standards and rules followed by financial institutions for transferring payments.

"National Account" means a referral source that offers, on a local, statewide, national or regional basis, the opportunity for Franchisees in the applicable geographic area to provide any Approved Services and/or approved products to the referral source's members, affiliates, or, however designated, other persons who have a similar relationship with that referral source.

"Non-Compliance Charge" means an amount equal to our costs and expenses plus 10% for Franchisor's services for processing a reporting requirement or other failure to comply with this Agreement which shall reimburse Franchisor for its administrative efforts to process Franchisee's reporting or other violation.

"Notice of Default" means a written notice from one Party to another Party demanding the cure of a Default and demanding that the defaulting Party provide evidence of the cure to the other Party, if the Default is curable.

"Owner" means each of the individuals listed on Exhibit B and each future direct or indirect shareholder, member, general or limited partner, trustee, or other Equity owner of Franchisee. Each Owner and each Owner's spouse shall jointly and severally guarantee Franchisee's payment and performance of its obligations under this Agreement under a Guarantee in the form of Exhibit C.

"Payment Network" means Visa, MasterCard and any credit or debit card network issuing credit or debit cards and/or their duly authorized entities, agents or affiliates.

"Payment Processors" means all credit card, debit card and/or ACH processors whose services Franchisor may require Franchisee to utilize, as well as payment gateway service providers.

"Payment Rules" means the operating rules and regulations of Payment Processors and any applicable Payment Network, as in effect from time to time.

"Person" means any natural person or Entity.

"Placement Helpers Franchise Agreements" means Franchise Agreements between Franchisor and other Placement Helpers Franchisees for Placement Helpers Franchised Businesses.

"Placement Helpers Franchised Business" means the Placement Helpers Franchised Business located withing the Protected Area and operated by Franchisee under the Placement Helpers Marks and in accordance with the Placement Helpers Franchise System.

"Placement Helpers Franchisees" means parties other than Franchisee who enter into Placement Helpers Franchise Agreements with Franchisor to develop, own and operate Placement Helpers Franchised Businesses.

"Placement Helpers Manuals" means Franchisor's operations manuals, which may consist of one or more manuals, and any other written directives related to the Placement Helpers Franchise System, as they may be amended, issued and revised from time to time.

"Placement Helpers System" means the unique system developed by the Franchisor that includes standard operating and administrative procedures, the relationship between Franchisor and Placement Helpers Franchisees, trade dress, specifications for the selection of Approved Suppliers and Approved Services, restrictions on ownership, management and technical programs, standards and specifications, pricing policies, promotions, operating methods, lead generation programs, referral programs, business practices and marketing and public relations programs related to a Placement Helpers Franchised Business, all as Franchisor may modify the same from time to time.

"Placement Helpers Trade Secrets" means proprietary and confidential information, including, the Placement Helpers Confidential Information, client lists, pricing, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies and methods and techniques of operating a Placement Helpers Franchised Business and selling Approved Services, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Franchisee can show was already lawfully in Franchisee's possession before receipt from Franchisor.

"Post-Opening Additional Initial Training Fee" means the $2,000 fee Franchisee shall pay Franchisor for each additional trainee if Franchisee requests Franchisor to provide its Initial Training Program for new or replacement supervisorial or managerial personnel of Franchisee following the Commencement Date of the Placement Helpers Franchised Business.

"Post-Opening Additional Training Daily Fee" means the daily fee, which is currently $500, Franchisee shall pay Franchisor for Post-Opening Additional Training Programs provided by Franchisor for each of Franchisor's representatives who provides Post-Opening Additional Training Programs for Franchisee.

"Pre-Opening Additional Initial Training Fee" means the $1,000 fee Franchisee shall pay Franchisor for each additional trainee if Franchisee requests Franchisor to provide its Initial Training Program to more than the Principal Owner and one (1) additional supervisorial/managerial personnel selected by Franchisee prior to the Commencement Date of the Placement Helpers Franchised Business.

"Principal Owner" means the individual designated by Franchisee on Exhibit B, and accepted by Franchisor, to serve as primary operator of the Placement Helpers Franchised Business, to serve as the authorized representative of Franchisee, who shall act as Franchisee's representative in all matters with Franchisor, as Franchisee's liaison with Franchisor and the Owners, and shall have the authority to act on behalf of Franchisee during the Term without the participation of any other Owner. The Principal Owner shall own a minimum of a fifty percent (50%) ownership interest in Franchisee throughout the term of this Agreement.

"Protected Area" means the geographic area described on Exhibit A.

“Renewal Fee” means the $5,000 fee that Franchisee must pay Franchisor to extend the Initial Term and each Renewal Term.

“Renewal Right” means the right held by Franchisee to renew this Agreement for successive Renewal Terms upon the expiration of the Initial Term and prior Renewal Terms.

“Renewal Term” means two successive periods, each for five (5) years.

“Renewal Term Expiration Date” means the fifth anniversary of the commencement date of each Renewal Term.

“Restricted Persons” means Franchisee, and each of its Owners and Affiliates, and the respective officers, directors, shareholders, managers, members and Affiliates of each of them, and the spouses of each of the foregoing who are individuals.

“Royalty Fee” means 8% of the Gross Revenue of the Placement Helpers Franchised Business.

“Technology Fee” means the fee of up to $700 per month that Franchisee shall pay Franchisor during the Term for each Reporting Period.

“Term” means, as the context of this Agreement indicates, the Initial Term unless this Agreement is extended for one or more Renewal Terms, in which case “Term” shall mean both the Initial Term and the Renewal Terms.

“Then-Current” means, as the context of this Agreement indicates, (i) the form of agreement then-currently provided by Franchisor to similarly situated prospective Placement Helpers Franchisees which may contain terms and conditions that are materially different from this Agreement, or if not then being so provided, then a form of agreement selected by Franchisor in its discretion which previously has been delivered to and executed by a Placement Helpers Franchisee or area developer of Franchisor; (ii) the fees then-currently charged by Franchisor for services provided by Franchisor or its Affiliates; (iii) the then-current qualifications or financial conditions required by Franchisor for Placement Helpers Franchisees; or (iv) then-current appearance, design standards and equipment specifications applicable to the Placement Helpers Franchised Business.

“Transfer Fee” means the $10,000 fee that Franchisee must pay Franchisor as a condition precedent to an Assignment of this Agreement.

“Website” means an interactive electronic document contained in a network of computers linked by communication software that refers to the Placement Helpers Franchised Business, the Placement Helpers Marks, Franchisor or the Placement Helpers System, and includes Internet and World Wide Web home pages.

2. GRANT.

2.1 Grant. Franchisor hereby awards Franchisee, and Franchisee hereby accepts, the right, license and obligation, during the Initial Term, to use and display the Placement Helpers Marks and to use the Placement Helpers System to continuously operate one (1) Placement Helpers Franchised Business throughout the Initial

Term in the Protected Area, upon the terms and subject to the provisions of this Agreement and all other agreements between Franchisor, its Affiliates and Franchisee. Franchisee shall not sublicense, sublease, subcontract or enter into any management agreement for the rights to operate the Placement Helpers Franchised Business or to use the Placement Helpers System.

2.2 Protected Area. During the Initial Term, and provided that Franchisee is not in Default of this Agreement or any other agreement between Franchisor, its Affiliates, and Franchisee, Franchisor shall not own, operate, sell, or issue a franchise for any other Placement Helpers Franchised Business within the Protected Area. Except as expressly provided for in this Section 2.2, Franchisee shall have no territorial or protective rights with respect to the Placement Helpers Franchised Business, and Franchisor shall have the right to place other Placement Helpers Franchised Businesses anywhere it desires outside the Protected Area. Franchisee shall not receive an exclusive territory.

2.3 Rights Reserved by Franchisor. Franchisor and its Affiliates expressly reserve all other rights with respect to the Placement Helpers System, the Placement Helpers Marks and Placement Helpers Franchised Businesses, including the exclusive right, in their discretion, directly or indirectly, without granting Franchisee any rights in the same: (i) develop, own and operate, and to grant licenses and franchises to third parties to develop, own and operate, Placement Helpers Franchised Businesses at any location outside of the Protected Area, regardless of its proximity to the Protected Area; (ii) to establish and/or license others to establish any other business, other than a Competitive Business, under marks and systems different from the Placement Helpers Marks and the Placement Helpers System within and outside the Protected Area, regardless of their proximity to the Protected Area; (iii) to use the Placement Helpers Marks and the Placement Helpers System to market and sell, and grant others the right to market and sell, any products and services, similar to those which Franchisee will sell, through any channels of distribution within or outside of the Protected Area, regardless of their proximity to the Protected Area, or the impact on Franchisee's existing or potential clients, including, but not limited to, television, direct mail, mail order, catalog sales, telemarketing, over the Internet, via email, social media, and other channels of e-commerce; (iv) to develop relationships and solicit business on behalf of the Placement Helpers System within the Protected Area to further develop the National Accounts Programs and Corporate Leads Programs; (v) to merge with, acquire or be acquired by any businesses or agencies of any kind under other systems and/or other marks, which businesses and agencies offer or sell or grant franchises or licenses to others to offer or sell within the Protected Area businesses that provide services within the senior living placement industry not specifically part of the goods and services that Franchisee offers under this Agreement; (vi) to market on the Internet and use the Placement Helpers Marks on the Internet, including all use of websites, webpages, domain names, URLs, directory addresses, email addresses, metatags, linking, marketing, Co-Branding and other arrangements, and in all other forms of electronic media; and (vii) to engage in all other activities that this Agreement does not expressly prohibit.

2.4 Client and Location Restrictions. Except as otherwise provided in this Section or pursuant to Franchisor National Accounts Programs, the Corporate Leads Programs or the Referral Programs, Franchisee will conduct the Placement Helpers Franchised Business solely within the Protected Area and all of Franchisee's marketing activities must be directed within the Protected Area. Franchisee cannot solicit clients or tour facilities outside of the Protected Area. Franchisee may provide placement services to clients who reside outside of the Protected Area if: (i) the client is solicited by Franchisee while inside the Protected Area; or (ii) the client is specifically referred to Franchisee by one of Franchisee's other clients or other referral sources. Franchisee may not tour facilities located outside of the Protected Area in unsold geographical areas unless Franchisee receives Franchisor's prior written permission. Franchisee may not tour facilities located outside of the Protected Area in geographic areas that have been granted to another franchisee unless Franchisee receives either Franchisor's, or that franchisee's, prior written permission. If Franchisor authorizes Franchisee to operate in an area outside of the Protected Area and that area is subsequently operated by Franchisor or awarded to another franchisee, then Franchisee must immediately transition all clients, contracts and accounts to the new Franchisee or Franchisor (as applicable), after which point Franchisee will not be entitled to further compensation from the assigned clients, contracts and accounts.

2.4.1 If Franchisee serves a client in another franchisee's protected area without that franchisee's prior written permission, Franchisee will pay that franchisee the greater of (i) $500 or (ii) 75% of the amount paid by the client. Franchisee is responsible for any payments or penalties owed to another franchisee for such infractions. Franchisor has no obligation to investigate or enforce this provision.

2.4.2 Franchisee agrees that, if Franchisee violates any provision of this Section, Franchisee will defend, indemnify, and hold Franchisor harmless from all liability, cause of action, loss, cost, legal defense, expense, or any other damage arising out of, or as a result of, any violation of this Section, in law or in equity.

2.5 Entity Franchisee. Franchisee shall not use the Placement Helpers Marks, or Franchisor's trade name, or any words or symbols which are confusingly phonetically or visually similar to the Placement Helpers Marks, as all or part of Franchisee's name. In addition, Franchisee represents and warrants that the information set forth in Exhibit B is accurate and complete in all material respects. Franchisee shall notify Franchisor in writing within ten (10) days of any change in the information set forth in Exhibit B, and shall submit to Franchisor a revised Exhibit B, which shall be certified by Franchisee as true, correct and complete and upon acceptance thereof by Franchisor shall be attached as Exhibit B. Franchisee shall promptly provide any additional information that Franchisor may from time to time request concerning all Persons who may have any direct or indirect financial interest in Franchisee, including providing copies of all amendments to Franchisee's "Entity Documents" as defined in Exhibit B. The Entity Documents of Franchisee shall recite that the issuance and transfer of any interest therein is subject to the restrictions set forth in this Agreement and any Franchise Agreement executed pursuant to this Agreement. In addition, except as otherwise approved in writing by Franchisor, Franchisee shall: (i) confine its activities exclusively to operating the Placement Helpers Franchised Business; (ii) furnish Franchisor with a copy of Entity Documents as Franchisor may reasonably request, and any amendments thereto; (iii) maintain stop transfer instructions on its records against the transfer of any Equity securities and shall only issue securities upon the face of which a legend, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Agreement; and (iv) not issue any non-voting securities convertible into voting securities. In addition, the Owners of Franchisee, as Franchisor may request, shall jointly and severally guarantee Franchisee's performance of this Agreement by executing a Guarantee in the form attached as Exhibit C.

3. INITIAL TERM AND RENEWAL.

3.1 Initial Term. The Initial Term shall commence on the Commencement Date and shall expire on the Expiration Date, unless sooner terminated as provided in this Agreement. If Franchisee does not elect to renew the Initial Term under Section 3.2, this Agreement shall expire on the Expiration Date.

3.2 Renewal Right. Upon the expiration of the Initial Term, Franchisee shall have the right (the "Renewal Right") to enter into a new franchise agreement in the Then-Current form then generally being offered to prospective Placement Helpers Franchisees (a "Renewal Franchise Agreement") for successive Renewal Terms. If Franchisee desires to exercise the Renewal Right for a Renewal Term, Franchisee shall, no later than twelve (12) months prior to the Expiration Date or Renewal Term Expiration Date, as the case may be, notify

Franchisor in writing (the "Renewal Notice") that Franchisee desires to extend the Initial Term or Renewal Term for the duration of the Renewal Term or the next successive Renewal Term. If Franchisee exercises a Renewal Right, this Agreement shall terminate on the next Renewal Term Expiration Date. This Agreement is not otherwise renewable.

3.3 Conditions to Renewal. Franchisee may exercise its Renewal Rights only if all of the following conditions precedent are satisfied prior to the Expiration Date or Renewal Expiration Date, as the case may be: (i) Franchisee shall have fully performed all of its obligations under this Agreement, any Development Agreement and all other agreements binding Franchisor and Franchisee and shall be in Good Standing on the date of the Renewal Notice, on the date of Franchisor's execution of the Renewal Franchise Agreement and on the Expiration Date of Renewal Expiration Date, as the case may be; (ii) Franchisee shall not have committed three (3) or more material Defaults during any twelve (12) month period during the then-expiring Initial Term or Renewal Term, as the case may be, which were subject to notices of Default issued by Franchisor, whether or not the Defaults were cured; (iii) Franchisee shall continue to comply with the terms and conditions of this Agreement; (iv) Franchisee shall have satisfied Franchisor's Then-Current qualifications and training requirements; (v) Franchisee shall have executed and delivered to Franchisor a General Release; (vi) each Owner and each Owner's spouse of Franchisee shall have executed and delivered to Franchisor a personal guarantee, in a form then satisfactory to Franchisor, jointly and severally guaranteeing Franchisee's performance of its obligations under the Renewal Franchise Agreement; (vii) Franchisee shall have paid Franchisor a Renewal Fee when Franchisee issues the Renewal Notice to Franchisor; and (viii) Franchisee shall have executed the Renewal Franchise Agreement and delivered it to Franchisor.

3.4 Renewal Procedures. Following the expiration of any waiting periods required by Applicable Law and no more than thirty (30) days after Franchisee receives a franchise disclosure document, if applicable, and the execution copies of the Renewal Franchise Agreement, Franchisee shall execute the copies of the Renewal Franchise Agreement and return them to Franchisor. If Franchisee has exercised a Renewal Right in accordance with Section 3.2 and satisfied all of the conditions in Section 3.3 and this Section 3.4, Franchisor shall execute the Renewal Franchise Agreement. If Franchisee fails to perform any of the acts, or deliver any of the notices required under this Article 3 in a timely fashion, the failure to do so shall be deemed an election by Franchisee not to exercise the applicable Renewal Right and shall automatically cause the applicable Renewal Right to lapse and expire.

3.5 Notice Required by Law. If Applicable Law requires Franchisor to give notice to Franchisee prior to the expiration of the Initial Term or Renewal Term, as the case may be, this Agreement shall remain in effect on a week-to-week basis until Franchisor has given the notice required by Applicable Law. If Franchisor is not offering new franchises, is in the process of revising, amending or renewing its form of franchise agreement or franchise disclosure document, or is not lawfully able to offer Franchisee its Then-Current form of franchise agreement, at the time Franchisee delivers its Renewal Notice, Franchisor may, in its discretion, (i) offer to renew this Agreement upon the same terms set forth in this Agreement for a Renewal Term determined in accordance with Section 3.2; or (ii) offer to extend the Term on a week-to-week basis following the expiration of the Term for as long as it deems necessary or appropriate so that it may lawfully offer its Then-Current form of franchise agreement.

3.6 Month-to-Month Agreement. If Franchisee does not sign Franchisor's Then-Current Franchise Agreement prior to the Expiration Date and Franchisee continues to accept the benefits of this Agreement after it expires, then at Franchisor's option, this Agreement may be treated either as (i) expired as of the Expiration Date with Franchisee then operating without a license to do so and in violation of Franchisor's rights; or (ii) continued on a month-to-month basis ("Month-to-Month Agreement") until one party provides the other with written notice of such party's intent to terminate the Month-to-Month Agreement, in which case the Month-to-Month Agreement will terminate thirty (30) days after receipt of the notice to terminate the Month-to-Month Agreement, or such longer notice period as is required by Applicable Law. In the latter case, all of Franchisee's obligations shall remain in full force and effect during the Month-to-Month Agreement as if this Agreement had not expired, and all obligations and restrictions imposed on Franchisee upon expiration of this Agreement shall be deemed to take effect upon termination of the Month-to-Month Agreement.

4. FEES.

4.1 Initial Franchise Fee. On the Effective Date, Franchisee shall pay Franchisor the Initial Franchise Fee in the manner provided in Section 4.7. The Initial Franchise Fee shall be non-refundable, in whole or in part, when paid.

4.2 Royalty Fees. Franchisee shall pay Franchisor, in accordance with Section 4.7, a monthly royalty fee equal to eight percent (8%) of the Gross Revenue of the Placement Helpers Franchised Business (the "Royalty Fee") in the manner provided in Section 4.7 without deduction, abatement or offset. Royalty Fees shall be paid on the second day of each calendar month on the Gross Revenue of the Placement Helpers Franchised Business during the preceding calendar month. Each payment shall be accompanied by a statement of Gross Revenue for the preceding calendar month, certified as complete and accurate by the Principal Owner. Franchisee shall also promptly pay Franchisor and its Affiliates, as applicable, when due all amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.3 General Marketing Fund Fees. If Franchisor elects to establish a General Marketing Fund, Franchisee shall pay a General Marketing Fund Fee to the General Marketing Fund for each calendar month in the amount designated by Franchisor from time to time, in the manner provided in Section 4.7, without deduction, abatement or offset. General Marking Fund Fees shall be paid on the second day of each calendar month based on the on the Gross Revenue of the Placement Helpers Franchised Business during the preceding calendar month. In addition, Franchisor may, from time to time, offer Franchisee the opportunity to purchase advertising materials, posters, flyers, product displays, templates and other promotional materials for the Placement Helpers Franchised Business at Franchisor's direct costs for the same.

4.4 Technology Fee. Franchisee shall pay Franchisor a monthly Technology Fee throughout the Term. The Technology Fee shall be paid on the second day of each month in accordance with Section 4.7. The Technology Fee is uniform and non-refundable in whole or in part, when paid and is intended to be a "pass through" of costs incurred by Franchisor to provider technology services to Franchisee. As a result, the Technology Fee shall only consist of amounts that: (i) Franchisor is charged by vendors, suppliers and affiliates without mark-up by Franchisor; or (ii) Franchisor reasonably incurs in creating, developing, implementing, administering and maintaining technology services to Placement Helpers Franchisees generally or that are specifically requested by Franchisee. Franchisor may raise the Technology Fee up to $700 per month upon thirty (30) days' written notice to Franchisee.

4.4.1 Franchisor reserves the right to: (i) change or add approved suppliers of these services at any time, in Franchisor's sole discretion; (ii) enter into a master license agreement with any software or technology supplier and sublicense the software or technology to Franchisee, in which case Franchisor may charge Franchisee for all amounts that Franchisor must pay to the licensor based on Franchisee's use of the software or technology; and (iii) create proprietary software or technology that must be used by Placement Helpers Franchisees, in which case Franchisor may require that Franchisee enter into a license agreement with Franchisor and pay Franchisor reasonable initial and ongoing licensing, support and maintenance fees; and (iv) modify or increase the monthly Technology Fee to account for changes, additions and modifications to required hardware and software and for licensing and maintenance costs change the software and technology that must be used by franchisees at any time. There is no limitation on the frequency and cost of Franchisee's obligation to maintain, update or upgrade Franchisee's hardware or software.

4.4.2 Franchisor will provide Franchisee with certain marketing, operational and technical services which may change from time to time based on changes to the marketing, operational and technical services Franchisor provides and/or Franchisor's costs to provide these services and/or the development of upgrade technologies or technology that does not currently exist. Franchisor can change the software, marketing services, operational services, and technology that must be used by Placement Helpers Franchisees at any time, which may result in changes to the Technology Fee.

4.5 Initial Software Set-Up Fee. On the Effective Date, Franchisee must pay Franchisor the Initial Software Set-Up Fee, in the manner provided in Section 4.7, for the set-up of Franchisor's proprietary business management software services that Franchisor has currently designated for use in connection with the System and a Placement Helpers Franchised Business. The Initial Software Set-Up Fee shall be non-refundable, in whole or in part, when paid.

4.6 Other Payments. Franchisee shall promptly pay Franchisor and its Affiliates, as applicable, when due or on demand, without deduction, abatement or offset all amounts advanced by Franchisor or which Franchisor has paid, or for which Franchisor has become obligated to pay on behalf of Franchisee for any reason whatsoever.

4.7 Manner of Payment. Franchisee shall make all payments due to Franchisor or its Affiliates from Franchisee's bank account by electronic funds transfer ("EFT") or other automatic payment mechanism that Franchisor may designate. Promptly upon Franchisor's request, Franchisee shall execute and deliver to Franchisor the EFT payment form attached to this Agreement as Exhibit D and all pre-authorized check forms and other instruments or drafts required by Franchisor's bank, payable against Franchisee's bank account, to enable Franchisor to draw Franchisee's Royalty Fees, General Marketing Fund Fees, Technology Fees, Initial Software Set-Up Fee and other sums payable under the terms of this Agreement. Franchisee shall maintain a single bank account for all EFT payments and shall maintain such minimum balance in this account in the amount that Franchisor may reasonably specify from time to time, to insure that all payments due to Franchisor and its Affiliates can be paid in full when drawn from the account. Franchisee shall not alter or close this account except with Franchisor's prior written approval. Any failure by Franchisee to implement an EFT system in strict accordance with Franchisor's instructions shall constitute a material Default of this Agreement. All payments by Franchisee shall be made in US Dollars free and clear of any tax, deduction, offset or withholding of any kind. Franchisee shall register for and collect and report all taxes in compliance with all Applicable Laws. All taxes and penalties thereon, presently or in the future levied on the payments due to Franchisor under this Agreement shall be fully borne by Franchisee. All payments required by Section 4.2 through Section 4.5 shall be accompanied by such reports or statements required under Section 12.2. Any report or payment not actually received by Franchisor on or before its due date shall be deemed overdue. If any payment under this Agreement is overdue by more than five (5) business days, Franchisee shall pay to Franchisor, immediately upon demand, in addition to the overdue amount, $100 plus interest on such amount from the date it was due until paid, at the rate of ten percent (10%) per annum, calculated weekly, or the maximum rate permitted by law, whichever is less. Entitlement to such interest shall be in addition to any other remedies Franchisor may have including, without limitation, the right of set-off to withdraw or retain, from time to time and without notice to Franchisee, any amounts due and unpaid by Franchisee from any accounts or amounts otherwise payable to Franchisee. If any check, draft, electronic or otherwise, is unpaid because of insufficient funds or otherwise, then Franchisee shall pay Franchisor's expenses arising from such non-payment, including bank fees in the amount of at least $30 and any other related expenses incurred by Franchisor. Franchisee shall not be entitled to set-off any payments required to be made under this Article 4 against any monetary claim Franchisee believes it may have against Franchisor.

4.8 Application of Funds. If Franchisee shall be delinquent in the payment of any obligation to Franchisor under this Agreement, or under any other agreement with Franchisor, Franchisor shall have the absolute right to apply any payments received from Franchisee to any obligation owed, whether under this Agreement or otherwise, notwithstanding any contrary designation by Franchisee as to application.

4.9 Payment Methods and Frequencies. Franchisor has the right to periodically specify (in the Manuals or otherwise in writing) different payees, payment frequencies and/or payment methods, including, without limitation, weekly/biweekly/monthly payment, payment by auto-draft, credit card and payment by check upon thirty (30) days' prior written notice to Franchisee. In such event, Franchisee's reporting obligations may also be modified by Franchisor accordingly.

4.10 Security Interest. Franchisee and Owners hereby grant Franchisor a security interest in and to all equipment, inventory, supplies and vehicles used in connection with the Placement Helpers Franchised Business, now or hereafter acquired by Franchisee, together will all accounts, payment intangibles, attachments, accessories, additions, substitutions and replacements, all cash and non-cash proceeds derived from insurance or the disposition of the assets, all rights of Franchisee to use the Placement Helpers Marks, trade names, trade styles, patents, copyrights and their registrations, Placement Helpers Trade Secret information and other proprietary rights, and all rights granted, owned or licensed to Franchisee under this Agreement for the use of the Placement Helpers Marks, trade names, trade styles, patents, copyrights, Placement Helpers Trade Secret information and other proprietary rights, to secure payment and performance of all debts, liabilities and obligations of any kind, whenever and however incurred, from Franchisee to Franchisor. Franchisee hereby authorizes Franchisor to, prepare and file all Uniform Commercial Code (and comparable) financing statements and other documents naming Franchisee and Owners as debtors as necessary or desirable to evidence, perfect and continue the priority of this security interest under the Uniform Commercial Code wherever applicable. If Franchisee is in Good Standing under this Agreement and all other agreements between Franchisor or its Affiliates, and Franchisee, Franchisor shall, upon request of Franchisee, execute a written subordination of its security interest to lenders providing equipment or other financing for the Placement Helpers Franchised Business. If Franchisee is in Default of any of the terms and conditions of this Agreement, Franchisor may, in its discretion, exercise its rights with respect to its security interest. In that event, Franchisee shall remain liable for any deficiency remaining due to Franchisor and shall be entitled to recover any surplus which results after the application of the proceeds derived from the enforcement of the security interest.

5. PLACEMENT HELPERS OFFICE AND COMMENCEMENT OF OPERATIONS.

5.1 Office. Placement Helpers is a home-based business that does not require that Franchisee lease or purchase a separate commercial office in connection with the Placement Helpers Franchised Business.

Franchisee may relocate its home office at any time upon thirty (30) days written notice to Franchisor. If Franchisee elects to lease or purchase a separate commercial office in connection with the Placement Helpers Franchised Business, that office must be centrally located within the Protected Area. Franchisee is responsible for all costs, liability, expense and the responsibility for locating, selecting, procuring, obtaining and developing this space. Franchisee may not relocate its commercial office without Franchisor's express written consent, not to be unreasonably withheld. The location of Franchisee's home office or commercial office is set forth on Exhibit A.

5.2 Commencement Date. Operation of the Franchised Business shall commence no later one hundred eighty (180) days after the Effective Date, unless (i) Franchisor extends the Commencement Date in writing; or (ii) the Commencement Date is otherwise set forth in an applicable development agreement with Franchisor. Franchisor shall not unreasonably withhold its consent to Franchisee's request for additional time to commence operation of the Franchised Business. Franchisee's failure to commence operation of the Franchised Business within one hundred eighty (180) days after the Effective Date or any extended date agreed upon by the Parties shall be deemed to be a Default under this Agreement. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Franchisee shall not commence operation of the Franchised Business without the express written authorization of Franchisor, which authorization may be conditioned upon Franchisee's completion of the Initial Training Program by the Principal Owner and the managers and Franchisee's compliance with staffing and other requirements. Franchisee shall commence operation of the Franchised Business for business no more than ten (10) days after receipt of Franchisor's written authorization to do so.

6. OBLIGATIONS OF FRANCHISOR.

6.1 Pre-Opening Initial Training Program. Prior to the Commencement Date of the Placement Helpers Franchised Business, Franchisor shall provide an Initial Training Program in the Placement Helpers System and methods of operation (the "Initial Training Program") at Franchisor's training facilities in Franchisor's corporate office in Pasadena, California for up to two (2) supervisorial or managerial personnel of Franchisee selected by Franchisee, who must include the Principal Owner, at no charge to Franchisee. Participants are required to review the Manuals and complete software tutorials prior to attending the Initial Training Program, The Initial Training Program will consist of approximately five (5) days of training prior to the Commencement Date of the Placement Helpers Franchised Business and must be completed before the Placement Helpers Franchised Business opens for business. The Initial Training Program shall not be provided by Franchisor if this Agreement is executed as a Renewal Franchise Agreement or if Franchisee or any Affiliate of Franchisee owns or operates a Placement Helpers Franchised Business as of the Effective Date. Franchisor shall determine the contents and manner of conducting the Initial Training Program in its discretion, however, the Initial Training Program will be structured to provide practical training in the implementation and operation of a Placement Helpers Franchised Business and may include, without limitation, topics such as Placement Helpers System standards, marketing and client service techniques and administrative reports.

6.2 Post-Opening Additional Initial Training Programs. Following the Commencement Date of the Placement Helpers Franchised Business, Franchisor may, at Franchisee's request and at Franchisor's discretion, provide additional Initial Training Programs ("Post-Opening Initial Training Programs") for new or replacement supervisorial or managerial personnel of Franchisee. In addition, Franchisee shall pay all transportation costs, food, lodging and similar costs incurred in connection with attendance at the Post-Opening Initial Training Programs. Franchisor may provide any or all portions of the Pre-Opening Initial

Training Program, Post-Opening Initial Training Programs, Additional Training Programs or inspection remotely over a virtual communication platform designated by Franchisor.

6.3 On-Site Assistance. Franchisor will send a representative to the Placement Helpers Franchised Business to provide Franchisee with on-site support for up to five (5) days in connection with the opening of the Placement Helpers Franchised Business, at no additional charge to Franchisee. ("On-Site Assistance"). On-Site Assistance is a part of the Initial Training Program. On-Site Assistance shall not be provided by Franchisor if this Agreement is executed as a Renewal Franchise Agreement. Franchisor shall select the representative who will provide the On-Site Assistance and the length of time that On-Site Assistance will be provided. Franchisee may be required to pay all transportation costs, food, lodging and similar costs incurred in connection with the attendance of Franchisor's representative at the Placement Helpers Franchised Business for the On-Site Assistance.

6.4 Post-Opening Additional Training Programs. In addition, following the Commencement Date, Franchisor may, at Franchisor's discretion, from time to time (i) require the Principal Owner and/or other supervisorial or managerial personnel of Franchisee to attend additional and remedial training programs ("Post-Opening Additional Training Programs"); or (ii) make available to the Principal Owner and/or other supervisorial or managerial personnel of Franchisee the Post-Opening Additional Training Programs.

6.5 Placement Helpers Manuals. Franchisor will provide Franchisee with access, by hard copy or via the Internet, to its current Placement Helpers Manuals which may include audio, video, compact disks, computer software, other electronic media and/or written materials. At Franchisor's option, Franchisor may post some or all of the Placement Helpers Manuals on a restricted Website, intranet, or extranet to which Franchisee will have access. The Placement Helpers Manuals may change from time to time. The Placement Helpers Manuals are, and at all times shall remain Franchisor's sole property and shall promptly be returned to Franchisor upon expiration, termination or an Assignment of this Agreement. The Placement Helpers Manuals contain both mandatory and recommended specifications, standards, procedures, rules and other information pertinent to the Placement Helpers System and Franchisee's obligations under this Agreement. The Placement Helpers Manuals, as modified by Franchisor from time to time, are an integral part of this Agreement and all provisions now or hereafter contained in the Placement Helpers Manuals or otherwise communicated to Franchisee in writing are expressly incorporated into this Agreement by this reference and made a part of this Agreement. Franchisor reserves the right to modify the Placement Helpers Manuals from time to time to reflect changes that it may implement in the mandatory and recommended specifications, standards and operating procedures of the Placement Helpers System.

6.6 Post-Opening Consultation. Following the Commencement Date, Franchisor may provide regular consultation and advice to Franchisee in response to Franchisee's inquiries about specific administrative and operating issues that Franchisee brings to Franchisor's attention including, without limitation, mandatory and recommended specifications, standards and operating procedures of the Placement Helpers System. Franchisor's consultation and advice may be provided by telephone, in writing, electronically, in person, or by other means. Franchisee shall log into Franchisor's Website on a weekly basis to check for updates on administrative and operating issues and shall download all materials that may be provided by Franchisor. Franchisee acknowledges and agrees that the results of Franchisee's efforts to operate a Placement Helpers Franchised Business rests solely with Franchisee. Franchisor may make recommendations that it deems appropriate to assist Franchisee's efforts. However, Franchisee alone shall establish all requirements, consistent with the policies of Franchisor, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom

Franchisee will offer and sell its products and services; and (iii) the suppliers from whom Franchisee obtains any products or services used in or at the Franchised Business for which Franchisor has not established Placement Helpers Franchise Approved Suppliers.

6.7 Post-Opening Inspections. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Franchisor's authorized representatives shall have the right, but not the obligation, from time to time, to examine operation of the Placement Helpers Franchised Business, to confer with Franchisee's supervisorial or managerial personnel, and determine whether the Placement Helpers Franchised Business is being operated in accordance with this Agreement, the Placement Helpers System.

6.8 Assignment. Upon the occurrence of an Assignment, the Proposed Buyer must be trained by Franchisor as a condition to the granting of Franchisor's consent to the Assignment. All costs for this training shall be included in the Transfer Fee payable by Franchisee in accordance with Section 14.4.7.

6.9 Toll-Free Telephone Number/Call Center Services. Franchisor has the right, but not the obligation, to establish and maintain a toll-free telephone number and/or call center services for the purpose of accepting and confirming client services nationwide and client follow-up and satisfaction surveys. If Franchisor establishes a toll-free number and/or call center services, Franchisee shall use these services and shall comply with Franchisor's procedures for implementing the nationwide services as Franchisor specifies in the Manuals or otherwise in writing.

6.10 National Accounts Program. Franchisor, and its affiliates, have the right to enter into agreements with National Accounts, both inside and outside the Protected Area. The arrangement may include set fees for each National Account client, service standards, and other rules for participation. After Franchisor signs a contract with a National Account in Franchisee's Protected Area, and as long as Franchisee is not in Default under this Agreement, Franchisor may, at its option, provide Franchisee with the option to perform the services under a National Account contract. Franchisor may remove Franchisee from participating in the National Accounts program if Franchisee is in default of this Agreement or any other agreement with Franchisor or Franchisee is not qualified to provide the services requested by the National Account(s). In the event that Franchisee is unwilling or incapable of servicing a National Account client in the Protected Area, Franchisor reserves the right to service the National Account client in the Protected Area, either directly or with another Placement Helpers Franchisee located in an adjacent protected area. Franchisee may not solicit business from or provide services to any National Account without Franchisor's prior written consent. This restriction applies anywhere, including within the Protected Area. If Franchisee accepts a National Accounts client referred by Franchisor, Franchisee shall abide by all applicable policies and procedures with respect to the National Account, including pricing and any fees related thereto. Franchisor is not required to pay Franchisee any consideration or compensation if Franchisor or a third-party provide services to a National Account(s) inside the Protected Area. Franchisor makes no guarantees or promises that Franchisee will receive any referrals. Neither the direct provision by Franchisor or another franchisee, licensee, or agent of Franchisor, of services to National Account clients as authorized above, will constitute a violation of your territorial exclusivity, even if such services are delivered from a location within your Protected Area. Franchisee disclaims any compensation or consideration for work performed by others in the Protected Area pursuant to this section.

6.11 Corporate Leads Program. Franchisor may establish and administer a Corporate Leads Program and may refer Corporate Leads to Franchisee through the Corporate Leads Program. If Franchisor refers a Corporate Lead to Franchisee, Franchisee has the option, but not the obligation, to accept the Corporate Lead for purposes of providing placement services. When Franchise places a Corporate Lead, Franchisee must pay Franchisor a Corporate Leads Referral Fee in addition to royalty fee and other fees imposed upon Franchisee's Gross Revenue. Franchisor is not required to refer any Corporate Leads to Franchisee. Franchisor may modify or discontinue the Corporate Leads Program at any time. If Franchisor refers a Corporate Lead to Franchisee and Franchisee chooses not to accept the Corporate Lead or Franchisee fails to contact or service the Corporate Lead in the manner specified by Franchisor, Franchisor may provide, or authorize another Placement Helpers franchisee to provide, placement services for the Corporate Lead, including for placements made within Franchisee's Protected Area. If this happens, Franchisee will not be entitled to any portion of the placement fee. Franchisor makes no guarantees or promises that Franchisee will receive any Corporate Leads. Franchisor may modify or discontinue the Corporate Leads Program at any time.

6.12 Referral Program. Franchisor may establish and administer a referral program (the "Referral Program") for all Placement Helpers Franchised Businesses. Through the Referral Program, a Placement Helpers franchisee (the "Referring Franchisee") may place a client with a facility that is located within the protected area of another Placement Helpers franchisee (the "Protected Area Owner"). The Referring Franchisee must notify the Protected Area Owner of the possible placement, as specified in the Manual. The Referring Franchisee must either: (i) use all of the information maintained by the Protected Area Owner about the facility within the protected area and perform all services relating to the placement other than the collection of the placement fee; or (ii) turn the client over to the Protected Area Owner, in which case the Protected Area Owner will perform all of the services relating to the placement. Only the Protected Area Owner will collect the fees from the facility and pay the Referring Franchisee 50% of all fees that the Protected Area Protected Area Owner receives from the placement. The Protected Area Owner and Referring Franchisee may agree upon a different fee split based upon the respective services provided by each party, but any different fee split must be agreed upon in writing before the placement occurs. Franchisees shall cooperate with one another relating to placements made through the Referral Program. The Referral Program, and the policies and procedures pertaining to the Referral Program, are set forth in the Manual. Franchisor reserves the right to modify or discontinue the Referral Program from at any time. Franchisor makes no guarantees or promises that Franchisee will receive any referrals from the Referral Program.

6.13 No Assumption of Liability. Franchisor shall not, by virtue of any approvals or advice provided to Franchisee under this Agreement assume any responsibility or liability to Franchisee or to any third party to which it would not otherwise be responsible or liable. Franchisee acknowledges that any assistance provided by Franchisor, or its designee is only for the purpose of determining compliance with the Placement Helpers System standards.

6.14 Delegation of Obligations. Any duty or obligation imposed on Franchisor by this Agreement may be performed by any designee, employee, or agent of Franchisor, as Franchisor may direct.

7. OBLIGATIONS OF FRANCHISEE.

To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same:

7.1 Placement Helpers System. Franchisee shall commence operations of the Placement Helpers Franchised Business no later than one hundred eighty (180) days after the Effective Date, unless Franchisor extends that date in writing. Franchisee shall operate the Placement Helpers Franchised Business in compliance with the terms of this Agreement and the Placement Helpers Manuals. Franchisee acknowledges and agrees that Franchisee alone shall exercise day-to-day control over all operations, activities and elements of the Placement Helpers Franchised Business, including over Franchisee's employees, and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees that the various requirements, restrictions, prohibitions, specifications and procedures of the Placement Helpers System that Franchisee must comply with under this Agreement, the Placement Helpers Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Placement Helpers Franchised Business, which Franchisee alone controls, but only constitute standards Franchisee must adhere to when exercising Franchisee's control over the day-to-day operations of the Placement Helpers Franchised Business consistent with the policies of Franchisor. Franchisee shall comply with Franchisor's standards and shall operate the Placement Helpers Franchised Business in conformity with the methods, standards, and specifications that Franchisor may from time to time prescribe in the Placement Helpers Manuals or otherwise. Franchisee shall comply, at Franchisee's expense, with all modifications prescribed by Franchisor and shall implement changes to the Placement Helpers System within the time periods specified by Franchisor following Franchisee's receipt of notice from Franchisor to do so. Franchisee shall refrain from deviating from the methods, standards, and specifications without Franchisor's prior written consent and from otherwise operating in any manner which reflects adversely on the Placement Helpers Marks or the Placement Helpers System. Since every detail of the Placement Helpers System is essential in order to develop and maintain quality operating standards, to increase the demand for the products and services sold by Placement Helpers Franchised Businesses under the Placement Helpers System and to protect the Placement Helpers Marks and reputation and goodwill, Franchisor shall have the right to disapprove, as it believes necessary, any modification of, or addition to, the Placement Helpers System suggested by Franchisee that is reasonably likely to have an adverse material effect on the Placement Helpers System, the Placement Helpers Marks or Franchisor's reputation or goodwill.

7.2 Pre-Opening Initial Training Program. Up to two (2) of Franchisee's supervisorial and managerial personnel shall attend and complete to Franchisor's satisfaction the Initial Training Program. Trainees for the Initial Training Program must include the Principal Owner. Franchisee shall not commence operation of the Placement Helpers Franchised Business until the Initial Training Program has been completed to Franchisor's satisfaction. Franchisee shall pay all travel, living, compensation, and other expenses, if any, incurred by Franchisee for the Principal Owner and other supervisorial or managerial personnel to attend the Initial Training Program. Franchisee acknowledges that because of Franchisor's superior skill and knowledge with respect to the training and skill required to manage a Placement Helpers Franchised Business, Franchisor, in its sole discretion, shall determine if Franchisee, the Principal Owner and/or other supervisorial or managerial personnel have satisfactorily completed the Initial Training Program. If the Principal Owner (i) does not complete the Initial Training Program to Franchisor's satisfaction; (ii) does not, during the Initial Training Program, appear to possess the skills necessary to properly fulfill and discharge the demands and responsibilities required by the Placement Helpers System or this Agreement; or (iii) is not acceptable to become a franchisee of Franchisor for any reason whatsoever, in Franchisor's sole and absolute discretion, Franchisor may terminate this Agreement and this Agreement shall thereafter be of no further force or effect. Franchisor shall have the right to retain the Initial Franchise Fee. The Parties acknowledge and agree that the actual damages to be suffered by Franchisor in this circumstance are difficult, if not impossible, to determine, and that, under all the facts and circumstances, this calculation of Franchisor's potential damages and retention of the Initial Franchise Fee by Franchisor, are a reasonable, good-faith estimate of those damages.

7.3 Pre-Opening Additional Initial Training. Franchisor will provide the Initial Training Program for up to two (2) of Franchisee's supervisorial and managerial personnel, which must include the Principal Owner. If Franchisee designates more than two (2) trainees to attend the Initial Training Program, Franchisee shall pay

Franchisor a Pre-Opening Additional Initial Training Fee for each additional trainee. Franchisee shall pay all transportation costs, food, lodging and similar costs incurred in connection with the attendance of Franchisee's supervisorial or managerial personnel at the Initial Training Program.

7.4 <u>Post-Opening Additional Initial Training Programs</u>. If, following the Commencement Date, Franchisee requests Franchisor to provide additional Initial Training Programs for new or replacement supervisorial or managerial personnel, Franchisee shall pay Franchisor its Then-Current Post-Opening Additional Initial Training Fee for each trainee to defray Franchisor's direct costs to provide the additional Post-Opening Initial Training Programs. Franchisee shall pay all transportation costs, food, lodging and similar costs incurred in connection with the attendance of Franchisor's representatives and Franchisee's supervisorial or managerial personnel at the Initial Training Programs.

7.5 <u>Post-Opening Additional Training Programs</u>. Following the Commencement Date, Franchisee, the Principal Owner and/or other supervisorial or managerial personnel shall attend the Post-Opening Additional Training Programs as required by Franchisor. Franchisee shall pay Franchisor its Then-Current Post-Opening Additional Training Daily Fee for each of Franchisor's representatives who provides Post-Opening Additional Training Programs to defray Franchisor's direct costs to provide the Post-Opening Additional Training Programs. In addition, Franchisee shall pay all transportation costs, food, lodging and similar costs incurred in connection with the attendance of Franchisor's representatives and Franchisee's supervisorial or managerial personnel at the Post-Opening Additional Training Programs.

7.6 <u>Placement Helpers Manuals</u>. Franchisee shall treat all information contained in the Placement Helpers Manuals as Placement Helpers Confidential Information and shall use all reasonable efforts to keep the information confidential. Franchisee shall not, without Franchisor's prior written consent, copy, duplicate, record or otherwise reproduce the Placement Helpers Manuals, in whole or in part, or otherwise make them available to any Person not required to have access to their contents in order to carry out their employment functions. Franchisee shall comply with all mandatory requirements now or hereafter included in the Placement Helpers Manuals, and acknowledges and agrees that a Default under any mandatory requirement of the Placement Helpers Manuals shall constitute a Default under this Agreement and grounds for termination. Franchisee shall immediately conform its operations to all revisions in mandatory specifications, standards, operating procedures and rules prescribed by Franchisor.

7.7 <u>Post-Opening Inspections</u>. Following the Commencement Date, if any inspection of the Placement Helpers Franchised Business by Franchisor indicates any deficiency or unsatisfactory condition at the Placement Helpers Franchised Business, Franchisor will notify Franchisee in writing of the deficiencies and Franchisee shall promptly correct, remedy or repair the same.

7.7.1 <u>Inspection Fee</u>. If any inspection indicates any deficiency or unsatisfactory condition which requires a re-inspection of the Placement Helpers Franchised Business within a period of thirty (30) days, Franchisee shall pay Franchisor, upon demand, the sum of $600 for each re-inspection of the Placement Helpers Franchised Business (the "Re-Inspection Fee") and shall, in addition, reimburse Franchisor for its out of pocket expenses for the re-inspection, including for transportation costs, food, lodging and similar costs. In addition, if Franchisor believes, in its business judgment, that any inspection reveals that material continuing operating deficiencies exist at the Placement Helpers Franchised Business, Franchisee shall permit Franchisor to place its managers or other representatives in the Placement Helpers Franchised Business on a temporary basis to provide Franchisee and its supervisorial and managerial employees with Post-Opening Additional Training Programs until the material operating deficiencies are corrected to comply with the requirements of the Placement Helpers System. If Franchisor elects to do so, Franchisee shall pay all wages, transportation costs, food, lodging and similar costs incurred by Franchisor for its managers' and representatives' attendance at the Placement Helpers Franchised Business.

7.7.2 Quality Assurance /Mystery Shop Program Expense. Franchisor may engage the services of one or more third-party quality assurance inspection firms and/or third-party "mystery shopper" firms to perform these inspections. Franchisee shall cooperate with any such inspection. Franchisee shall pay Franchisor a monthly fee of up to $250 for Franchisor to engage the services of one or more mystery shopper or quality assurance firms (the "Quality Assurance/Mystery Shop Program Expense").

7.8 Computer Hardware and Software. Franchisee shall purchase, use and maintain computer hardware and software as designated by Franchisor for the Placement Helpers Franchised Business throughout the Term (the "Computer System"). The Computer System shall at all times and be capable of accessing the Internet for the purpose of implementing software and transmitting and receiving data. The Computer System shall be electronically linked to Franchisor, and Franchisee shall allow Franchisor to poll the Computer System at the times and in the manner established by Franchisor, with or without notice, and to retrieve transaction information that Franchisor deems appropriate. Franchisor may require Franchisee to update, upgrade or replace the Computer System, including hardware and/or software, from time to time, upon written notice. In addition, Franchisee shall purchase, lease or license all computer software designated by Franchisor for the Placement Helpers Franchised Business at Franchisee's expense. During the Term, Franchisee shall maintain and update the Computer System and all computer software as required by Franchisor.

7.9 Approved Services. Franchisee shall advertise, offer and provide all and only Approved Services at or from the Placement Helpers Franchised Business and only within the Protected Area, subject to Section 2.4. All Approved Services shall be advertised, offered and provided strictly in accordance with Franchisor's methods, standards, and specifications. Franchisee shall, upon receipt of written notice from Franchisor, add, remove or update the Approved Services according to Franchisor's instructions. Franchisee shall not remove any Approved Services from the Placement Helpers Franchised Business without Franchisor's written consent.

7.10 Prices. Subject to Applicable Law, Franchisor shall have the right to establish pricing guidelines for Approved Services and, subject to Applicable Law, Franchisee shall comply with, and be bound by, prices which may be established by Franchisor. Subject to Applicable Law, Franchisee shall honor the terms of all promotional or discount programs that Franchisor may offer to the public for Placement Helpers Franchised Businesses and shall comply with all pricing policies that Franchisor may specify, including minimum and maximum price policies, minimum advertised price policies and unilateral price policies. Franchisee shall also provide products and services designated by Franchisor on terms Franchisor specifies, including free-of-charge. Franchisee shall not issue coupons or discounts of any type for use at the Placement Helpers Franchised Business except as approved by Franchisor in writing, which may be withheld in Franchisor's sole and absolute discretion.

7.11 Oversight and Management. The Principal Owner shall be responsible for oversight of the day-to-day operations of the Placement Helpers Franchised Business and shall devote his full time and best efforts solely to operation of the Placement Helpers Franchised Business operated by Franchisee and to no other business activities. The Placement Helpers Franchised Business shall be under the direct control of a Designated Manager in the absence of the Principal Owner. Following the Commencement Date of the Placement Helpers Franchised Business, Franchisee shall provide comprehensive initial training programs, additional training programs and remedial training programs for its supervisorial and managerial personnel and other employees and shall ensure that the Placement Helpers Franchised Business is at all times under the direct control of a Designated Manager who has successfully completed the Initial Training Program and is solely dedicated to operation of the Placement Helpers Franchised Business. If Franchisee's Designated Manager is terminated or otherwise ceases employment with Franchisee, Franchisee shall hire a replacement within thirty (30) days of the date of termination or cessation of employment. Each Designated Manager shall have a skill level, training and experience commensurate with the demands of the position and conform in all respects with Franchisor's high standards for quality innovative products and consistent and courteous client service, and shall complete the Initial Training Program.

7.12 Compliance with Applicable Law. Franchisee shall operate the Placement Helpers Franchised Business as a clean, orderly, legal and respectable place of business in accordance with Franchisor's business standards and merchandising policies and shall comply with all Applicable Laws. Franchisee shall not cause or allow any part of the Placement Helpers Franchised Business or the office location to be used for any immoral or illegal purpose. Franchisee shall in all dealings with its clients, suppliers, and public officials adhere to high standards of honesty, integrity, fair dealing and ethical conduct and refrain from engaging in any action which will cause Franchisor to be in violation of any Applicable Law. If Franchisee shall receive any notice, report, fine, test results or the like from any applicable department of health (or other similar Governmental Authority), Franchisee shall promptly send a copy of the same to Franchisor.

7.13 Hours. Subject to Applicable Law, the Franchisee must maintain the regular office hours as set forth in the Manual, and be on-call 24-hours a day, 7 days a week to provide clients with the Approved Services as required by clients' individual needs and as specified in the Manual. Franchisee shall continually operate the Placement Helpers Franchised Business throughout the Term.

7.14 Franchisee Employee Policies. Franchisee shall maintain a competent, conscientious, and trained staff and shall take all steps necessary to ensure that its employees preserve good client relations, render competent, prompt, courteous, and knowledgeable service, and meet the minimum standards that Franchisor may establish from time to time in the Placement Helpers Manuals or otherwise. All employees hired by or working for Franchisee shall be the employees of Franchisee, and Franchisee alone, and shall not, for any purpose, be deemed to be the employees of Franchisor or subject to Franchisor's direct or indirect control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any Governmental Authority. Franchisee and Franchisor will each file their own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation insurance payments with respect to their respective employees and operations. Franchisee acknowledges and agrees that Franchisor will not have the power to hire or fire Franchisee's employees. Franchisee expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to certify Franchisee's supervisorial or managerial personnel for qualification to perform certain functions at the Placement Helpers Franchised Business does not directly or indirectly vest in Franchisor the power to hire, fire or control any of Franchisee's personnel. Franchisee alone shall be solely responsible for all hiring and employment decisions and functions relating to the Placement Helpers Franchised Business, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether Franchisee has received advice from Franchisor on these subjects or not. Franchisee shall immediately defend, reimburse and hold Franchisor harmless from any direct or indirect losses, costs and expenses, including attorney's fees, arising out of any claim made by or for the benefit of any employee of Franchisee against Franchisor regarding employment decisions and employee functions at the Placement Helpers Franchised Business, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees. Franchisee shall take all action necessary to ensure that Franchisee's employees understand and acknowledge that they are not employees of Franchisor, including, without limitation, posting signage in the Placement Helpers Franchised Business stating that Franchisee is an independently owned and operated and requiring Franchisee's employees to sign a written acknowledgement that Franchisee is an independently owned and operated franchisee and their sole employer in a form specified by Franchisor in the Manuals or otherwise in writing from time to time.

7.15 Co-Branding. Franchisee may not engage in any co-branding in or in connection with the Placement Helpers Franchised Business except with Franchisor's prior written consent. Franchisor may approve any co-branding chain or arrangement in its discretion, and only if Franchisor has recognized that co-branding chain as an approved co-brand for operation within Placement Helpers Franchised Businesses and consistent with the Approved Services.

7.16 Client Complaints. To promote full compliance with the Placement Helpers System performance standards and policies to protect the Placement Helpers Marks and the goodwill of Franchisor in the senior living placement industry, Franchisee shall immediately address and resolve all complaints from clients ("Client Complaints") with due diligence. If Franchisee fails to do so to the reasonable satisfaction of a client and to the absolute satisfaction of Franchisor, and Franchisor is then required to cause the personnel of Franchisor to respond to a Client Complaint, Franchisee shall pay Franchisor's out-of-pocket expenses, including transportation, food and lodging, and labor costs, that may be required for Franchisor to rectify a Client Complaint or satisfy a client. Franchisor may additionally conduct client satisfaction monitoring on a case by case basis periodically throughout the Term and/or if Franchisor receives any complaints or notification that Franchisee is not complying with the terms of this Agreement or committing any other violations with respect to the Placement Helpers Franchised Business.

7.17 Adequate Reserves and Working Capital. Franchisee shall, at all times, maintain adequate reserves and working capital sufficient for Franchisee to fulfill all of Franchisee's obligations under this Agreement and to cover the risks and contingencies of the Placement Helpers Franchised Business for at least three (3) calendar months.

7.18 Intranet. If Franchisor establishes a Placement Helpers Franchisee Intranet, Franchisee shall have the mere privilege to use the Intranet, subject to Franchisee's strict compliance with the standards and specifications, protocols and restrictions that Franchisor may establish from time to time. In the Placement Helpers Manuals and otherwise. Franchisee acknowledges that, as administrator of the Intranet, Franchisor may access and view any communication posted on the Intranet. Franchisee further acknowledges that the Intranet facility and all communications that are posted to it will become Franchisor's property, free of any claims of privacy or privilege that Franchisee or any other Person may assert. Upon receipt of notice from Franchisor that Franchisor has established an Intranet, Franchisee shall establish and continually maintain an electronic connection with the Intranet as specified in the Placement Helpers Manuals that allows Franchisor to send messages to and receive messages from Franchisee. If Franchisee shall Default under this Agreement or any other agreement with Franchisor, Franchisor may, in addition to, and without limiting any other rights and remedies available to Franchisor, disable or terminate Franchisee's access to the Intranet without Franchisor having any liability to Franchisee.

7.19 Improvements. If Franchisee develops any new concept, process or improvement in the Placement Helpers System (an "Improvement"), Franchisee shall promptly notify Franchisor and provide Franchisor with all necessary related information, without compensation. Any Improvement shall become the sole property of Franchisor and Franchisor shall be the sole owner of all related intellectual property rights. Franchisee hereby assigns to Franchisor any rights Franchisee may have or acquire in the Improvements, including the right to modify the Improvement, and Franchisee waives and/or releases all rights of restraint and moral rights therein and thereto. Franchisee shall assist Franchisor in obtaining and enforcing the intellectual property rights to any Improvement in any and all countries and further agrees to execute and provide Franchisor with all necessary documentation for obtaining and enforcing those rights. Franchisee hereby irrevocably designates and appoints Franchisor as Franchisee's agent and attorney-in-fact to execute and file any the documentation and to do all other lawful acts to further the prosecution and issuance of intellectual property rights related to any Improvement. If the foregoing provisions of this Section 7.19 are found to be invalid or otherwise unenforceable, Franchisee hereby grants Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense to use of the Improvement to the extent the use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights therein.

7.20 Notifications and Crisis Management Events. Franchisee shall notify Franchisor in writing within (i) twenty-four (24) hours, and confirm in writing within two (2) days thereafter, of any investigation or violation, actual or alleged, of any Applicable Laws related to the Placement Helpers Franchised Business; and (ii) five (5) days of the commencement of any investigation, action, suit, or proceeding or of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other Governmental Authority which may adversely affect the operation or financial condition of the Placement Helpers Franchised Business. Franchisee shall immediately inform Franchisor's Chief Executive Officer (or as otherwise instructed in the Placement Helpers Manuals) by telephone of the occurrence of a Crisis Management Event. Franchisee shall cooperate fully with Franchisor with respect to Franchisor's response to a Crisis Management Event.

7.21 Franchise Conference. Franchisor may hold a Franchise Conference for all Placement Helpers Franchisees each year. The Principal Owner and each Designated Manager shall attend the Annual Franchise Conference. Franchisee shall pay Franchisor a Franchisee Conference Fee for each person Franchisee selects to attend the Franchise Conference to reimburse Franchisor for a portion of the direct costs to provide the Franchise Conference. Franchisee shall pay the Franchise Conference Fee upon demand at least thirty (30) days before the date of the Franchise Conference, whether or not Franchisee attends the Franchise Conference.

7.22 Credit Cards. Franchisee shall honor all credit, charge, courtesy and cash cards approved by Franchisor in writing. To the extent Franchisee shall store, process, transmit or otherwise access or possess cardholder data in connection with the sale of Approved Services, Franchisee shall maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("PCI DSS"), currently found at www.pcisecuritystandards.org, for the protection of cardholder data throughout the Term. Franchisee shall be and remain responsible for the security of cardholder data in the possession or control of any subcontractors Franchisee engages to process credit cards. All subcontractors must be identified to and approved by Franchisor in writing prior to sharing cardholder data with the subcontractor. Franchisee shall, if requested to do so by Franchisor, provide appropriate documentation to Franchisor to demonstrate compliance with applicable PCI DSS requirements by Franchisee and all identified subcontractors.

7.23 Data Security Safeguards. Franchisee shall exert Franchisee's best efforts to protect its clients against a cyber-event, including, without limitation, a data breach or other identity theft or theft of personal information (collectively, a "Cyber Event"). If a Cyber Event occurs, regardless of whether the Cyber Event affects only the Placement Helpers Franchised Business, Franchisor reserves the right, but shall not have any obligation, to perform and/or control and/or cause its third-party consultants to perform and/or control all aspects of the response to the Cyber Event including, without limitation, the investigation, containment and resolution of the Cyber Event and all communications within the Placement Helpers system and with vendors and suppliers, Governmental Authorities and the general public. Franchisor's control of the response to a Cyber Event may potentially affect or interrupt operations of the Placement Helpers Franchised Business, but shall not create any liability for Franchisor or additional rights for Franchisee, entitle Franchisee to damages or relieve Franchisee of Franchisee's indemnification obligations under Section 18.4. Franchisee shall reimburse Franchisor for all of Franchisor's out-of-pocket costs and expenses incurred in responding to and remedying any Cyber Event caused solely by Franchisee or the Placement Helpers Franchised Business. Franchisee shall at all times be compliant with (i) the NACHA ACH Security Framework; (ii) the Payment Rules; (iii) Applicable Law regarding data privacy, data security and security breaches; and (iv) Franchisor's security policies and guidelines, all as may be adopted and/or amended from time to time (collectively, "Data Security Safeguards"). Franchisee shall obtain advice from Franchisee's own legal and security consultants to ensure that Franchisee operates the Placement Helpers Franchised Business at all times in full compliance with the Data Security Safeguards. Notwithstanding Franchisor's right to perform and/or control all aspects of a response to a Cyber Event, Franchisor shall make commercially reasonable efforts to coordinate its response with Franchisee and Franchisee's insurance carrier(s) and to cooperate with Franchisee's insurance carrier(s) regarding insurance coverage of the Cyber Event to the extent reasonably practicable under the circumstances.

7.24 Privacy. Franchisee shall comply with all Applicable Laws pertaining to the privacy of customer, employee and transactional information ("Privacy Laws"). Franchisee shall also comply with Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between Franchisor's standards and policies pertaining to Privacy Laws and actual Applicable Law, Franchisee shall (i) comply with the requirements of Applicable Law; (ii) immediately give Franchisor written notice of the conflict; and (iii) promptly and fully cooperate with Franchisor and Franchisor's counsel in determining the most effective way, if any, to meet Franchisor's standards and policies pertaining to Privacy Laws within the bounds of Applicable Law. Franchisee shall not publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent to such policy.

7.25 Payment of Debts and Taxes. Franchisee shall be solely responsible for selecting, retaining and paying Franchisee's employees; the payment of all invoices for the purchase of goods and services used in connection with operating the Placement Helpers Franchised Business and determining whether, and on what terms, to obtain any financing or credit which Franchisee deems advisable or necessary for the opening and operation of the Placement Helpers Franchised Business. Franchisee shall pay all obligations and liabilities to suppliers, lessors, creditors and clients on a timely basis. Franchisee shall indemnify Franchisor if Franchisor is held responsible for any debts owed by Franchisee if Franchisor elects to pay any of Franchisee's obligations in order to preserve the relationship between suppliers, lessors, creditors and clients and Placement Helpers Franchisees. Franchisee shall make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, and personal property and real estate taxes arising from Franchisee's operation of the Placement Helpers Franchised Business. Franchisee shall indemnify Franchisor if Franchisor is held responsible for any of these taxes.

7.26 Authorization to Release Information and Use Images. Franchisee hereby authorizes (and agrees to execute any other documents deemed necessary to effect the authorization) (i) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with whom Franchisee does business to disclose to Franchisor any financial information in their possession relating to Franchisee or the Placement Helpers Franchised Business which Franchisor may request; (ii) Franchisee further authorizes Franchisor to disclose to prospective Placement Helpers Franchisees or other third parties data from Franchisee's reports if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable; (iii) Franchisor to photograph and film Franchisee, its employees, the public and all areas of the Placement Helpers Franchised Business, without further authorization from, or compensation to, Franchisee and to use their images for marketing and promotion of the Placement Helpers Franchised Business, other Placement Helpers Franchised Businesses and franchises for Placement Helpers Franchised Businesses; (iv) Franchisor to disclose to third parties, including but not limited to Franchisee's landlord or bank, information about Franchisee relating to Franchisee's obligations or performance under this Agreement if Franchisor determines, in Franchisor's sole discretion, that the disclosure is necessary or advisable.

7.27 Communications. Franchisee shall respond to all communications with Franchisor in a timely manner. Franchisee's repeated failure to do so shall constitute a Default under this Agreement.

7.28 Non-Compliance Charge. If Franchisee fails to comply with any lawful requirement of this Agreement, in addition to all other remedies available to Franchisor under this Agreement, Franchisee shall pay Franchisor, upon demand, the applicable Non-Compliance Charge as reimbursement to Franchisor. The Parties acknowledge and agree that the actual damages to be suffered by Franchisor in this circumstance are difficult, if not impossible, to determine, and that, under all the facts and circumstances, this calculation of Franchisor's potential damages and each Non-Compliance Charge by Franchisor, are a reasonable, good-faith estimate of those damages.

7.29 Certified Senior Advisor. Within ninety (90) days of Opening the Placement Helpers Franchised Business, Franchisor recommends Franchisee, or Franchisee's Principal Owner, obtain and maintain through the term of this Agreement certification as a Certified Senior Advisor ("CSA") as granted through the Society of Certified Senior Advisor. CSA certification is offered through online and live classroom settings. CSA certification is currently optional for franchisees. Franchisor reserves the right to require franchisees to obtain CSA certification in the future. Franchisor reserves the right to change the underlying senior certification provider or to require additional certifications from our existing senior certification vendors.

7.30 Referral Program. Franchisee must cooperate with other Placement Helpers franchisees relating to placements made through the Referral Program.

7.31 Vehicles. Any vehicles used by Franchisee in the operation of the Placement Helpers Franchised Business shall meet Franchisor's image and other standards. Franchisee shall place such signs and decor items on the vehicles as Franchisor requires and shall at all times keep each vehicle clean and in good working order. Franchisee shall not permit anyone to operate a vehicle used in connection with the Placement Helpers Franchised Business who is under the age of eighteen (18) years or who does not possess a valid driver's license under the laws of the state in which the Placement Helpers Franchised Business is located. Franchisee shall require each Person who operates a vehicle used in connection with business operations to comply with all laws, regulations and rules of the road and to use due care and caution in the operation and maintenance of the vehicles. Except as noted in this Section 7.31, Franchisor does not set forth any standards or exercise control over any motor vehicles utilized by Franchisee.

8. STANDARDS OF PERFORMANCE; SUPPLIERS AND PRODUCTS.

To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Franchisor has established the following requirements:

8.1 Performance. Franchisee acknowledges and agrees that each and every detail of the customer service, relations, appearance and demeanor of Franchisee and its employees is important to Franchisor and to other Placement Helpers Franchised Businesses. Franchisee shall maintain high standards in the operation of the Placement Helpers Franchised Business and shall at all times give prompt, courteous and attentive service to its clients. Franchisee shall maintain the condition and appearance of all vehicles, supplies, and uniforms utilized by Franchisee to conduct the Placement Helpers Franchised Business in good condition, ordinary wear and tear excepted, consistent with Franchisor's standards. All services performed by Franchisee shall be performed professionally and competently. Franchisee shall adhere to the highest standards of honesty, fair dealing, moral and ethical conduct, in all dealings with its clients.

8.2 Supplies and Suppliers. Franchisee will provide those services and use only those supplies, signs, equipment and other items that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such services or items will be purchased only from Approved Suppliers that Franchisor designates or approves, which might include, or be limited to, Franchisor or its Affiliates. Franchisee will not provide any services that Franchisor has not approved. If Franchisee desires to purchase any services or products that Franchisor has not approved, Franchisee will first send Franchisor sufficient information, specifications and/or samples for Franchisor to determine whether the service or product complies with its standards and specifications. Franchisor shall notify Franchisee of Franchisor's decision to approve or disapprove a proposed supplier in writing within thirty (30) days after Franchisor's receipt of the necessary information from Franchisee. As a condition to Franchisor's approval, Franchisee or the proposed supplier shall pay Franchisor a fee of $250 (the "Supplier Evaluation Fee") before any inspection as Franchisor's evaluation fee to reimburse Franchisor for all of Franchisor's actual costs in reviewing the application of the proposed supplier and the proposed products, supplies and/or services. Approval of any supplier may be conditioned upon the supplier's ability to provide sufficient quantity of product; quality of services or products at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section will be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor, in its discretion, deems confidential. Franchisor has the right to review from time to time its approval of any services, items or suppliers. Franchisor may revoke its approval of any service, item or supplier at any time, and in its sole discretion, by notifying Franchisee and/or the supplier. Franchisee will, at its own expense, promptly cease using, selling or providing any services or items disapproved by Franchisor and will promptly cease any and all purchases from suppliers disapproved by Franchisor.

8.3 Rebates. Franchisor has the right to retain volume rebates, markups and other benefits from any third party suppliers or in connection with the sale or furnishing of products, supplies, or services to Franchisee. Franchisee will have no entitlement to or interest in any such benefits. Franchisor will have no obligation or responsibility to negotiate, secure or provide the lowest or best prices on any service or item purchased by Franchisee from an Approved Supplier. Rebates and allowances will generally be a percentage of the revenue derived by the Approved Supplier from sales to Placement Helpers Franchised Businesses, will be included in Franchisor's general revenue, and may be used by Franchisor for a variety of purposes including ongoing programs, education, marketing, advertising, seminars and conferences, the handling of inquiries and complaints from Placement Helpers Franchisees' clients and for general and administrative expenses. Franchisor may use these rebate and allowance funds received for any purpose in its sole and absolute discretion.

9. PLACEMENT HELPERS MARKS.

Franchisor and its Affiliates continue to develop, use and control the use of the Placement Helpers Marks in order to identify for the public the source of services and products marketed under the Placement Helpers Marks and the Placement Helpers System, and to represent the Placement Helpers System's high standards of quality, appearance and service. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same:

9.1 Ownership and Goodwill of Placement Helpers Marks. Franchisee acknowledges that its right to use the Placement Helpers Marks is derived solely from this Agreement and is limited to use in operating as Franchisee pursuant to and in compliance with this Agreement. Any unauthorized use of the Placement Helpers Marks by Franchisee shall constitute a breach of this Agreement and an infringement of Franchisor's rights in and to the Placement Helpers Marks. Franchisee acknowledges and agrees that as between Franchisor and Franchisee (i) Franchisor owns the Placement Helpers Marks and the Placement Helpers System; (ii) Franchisee owns no goodwill or rights in the Placement Helpers Marks or the Placement Helpers System except for the license granted by this Agreement; and (iii) Franchisee's use of the Placement Helpers Marks and any goodwill established by that use shall inure to the exclusive benefit of Franchisor. Franchisee agrees not to contest, or assist any other Person to contest, the validity of Franchisor's rights and interest in the Placement Helpers Marks or the Placement Helpers System either during the Term or after this Agreement terminates or expires.

9.2 Limitations on Use. Franchisee shall not use any Placement Helpers Marks (i) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to Franchisee under this Agreement); (ii) in connection with unauthorized services or products; (iii) as part of any domain name or electronic address maintained on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system; or (iv) in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give all notices of trademark and service mark registration that Franchisor specifies and shall use and obtain all fictitious or assumed name registrations required by Franchisor or under Applicable Law. Franchisee further agrees that no service mark other than the Placement Helpers Marks specified by Franchisor shall be used in marketing, promoting, or operating the Placement Helpers Franchised Business.

9.3 Modifications. Franchisor reserves the right to (i) modify or discontinue licensing any of the Placement Helpers Marks; (ii) add new names, marks, designs, logos or commercial symbols to the Placement Helpers Marks and require that Franchisee use them; and (iii) require that Franchisee introduce or observe new practices as part of the Placement Helpers System in operating the Placement Helpers Franchised Business. Franchisee acknowledges and agrees that the term "Placement Helpers Marks" means the specific names, marks, designs, logos or commercial symbols licensed by Franchisor at any given point in time, subject to Franchisor's right to impose changes. Franchisee shall comply, at Franchisee's sole expense, with Franchisor's directions regarding changes in the Placement Helpers Marks and Placement Helpers System within a reasonable time after written notice from Franchisor. Franchisor shall have no liability to Franchisee for any cost, expense, loss or damage that Franchisee incurs in complying with Franchisor's directions and conforming to required changes.

9.4 Defense of Placement Helpers Marks and Placement Helpers System. Franchisor shall have the sole right, either alone or with its Affiliates to handle disputes with Franchisees and third parties concerning Franchisor's or Franchisor's Affiliates' ownership of, rights in, or Franchisee's use of, the Placement Helpers Marks or the Placement Helpers System. Franchisee shall immediately notify Franchisor in writing if Franchisee receives notice, or is informed, of any (i) improper use of any of the Placement Helpers Marks or elements of the Placement Helpers System, including misuse by Franchisees; (ii) use by any third party of any mark, design, logo or commercial symbol which, in Franchisee's judgment, may be confusingly similar to any of the Placement Helpers Marks; (iii) use by any third party of any business practice which, in Franchisee's judgment, unfairly simulates the Placement Helpers System in a manner likely to confuse or deceive the public; or (iv) claim, challenge, suit or demand asserted against Franchisee based upon Franchisee's use of the Placement Helpers Marks or the Placement Helpers System. Franchisor and its Affiliates shall have sole discretion to take all action as it deems appropriate, including, without limitation, to take no action, and the sole right to control any legal proceeding or negotiation arising out of any infringement, challenge or claim or otherwise relating to the Placement Helpers Marks or the Placement Helpers System. Franchisee shall not settle or compromise any claim, suit or demand asserted against it and agrees to be bound by Franchisor's decisions in handling disputes regarding the Placement Helpers Marks and the Placement Helpers System. Franchisee shall cooperate fully with Franchisor and execute all documents and perform all actions as may, in Franchisor's judgment, be necessary, appropriate or advisable in the defense of all claims, suits or demands and to protect and maintain Franchisor's rights in the Placement Helpers Marks and the Placement Helpers System. Unless it is established that a third party claim asserted against Franchisee is based directly upon Franchisee's misuse of the Placement Helpers Marks or the Placement Helpers System, Franchisor agrees to defend Franchisee against the third party claim and indemnify Franchisee for any losses resulting therefore, provided Franchisee has notified Franchisor as soon as practical after learning of the claim and fully cooperates in the defense of the action. Because Franchisor will defend the third party claim, Franchisee is not entitled to be reimbursed for legal or other professional fees or costs paid to independent legal counsel or others in connection with the matter.

10. MARKETING.

To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same:

10.1 General Marketing Fund. Franchisor may elect to establish the General Marketing Fund to promote the Placement Helpers Marks and all Placement Helpers Businesses upon ninety (90) days' prior notice to Franchisee. If and when the General Marketing Fund is established by Franchisor, Franchisee shall contribute to the General Marketing Fund the amount of General Marketing Fund Fees specified by Franchisor from time to time, which amount shall not exceed two percent (2%) of Gross Revenue. The General Marketing Fund shall be administered by Franchisor and shall be used to meet the costs of conducting marketing and promotional activities. Franchisor retains sole discretion over all marketing and public relations programs and activities financed by the General Marketing Fund, including the creative concepts, materials and endorsements used and the geographic market, media placement and allocation. Company-owned and Affiliate owned Placement Helpers Franchised Businesses may, but are not required to, contribute to the General Marketing Fund. If they do, they may not be required to contribute in the same percentage as Franchisee and may stop contributing at any time without notice to Franchisee.

10.1.1 The General Marketing Fund may be used to pay the costs of preparing and producing associated materials and programs as Franchisor determines, including video, audio and written marketing materials employing marketing agencies, sponsorship of sporting, charitable or similar events, administering regional and multi-regional marketing programs including purchasing direct mail and other media marketing, and employing marketing agencies to assist with marketing efforts, supporting public relations, market research and other marketing and promotional activities, campaigns, test marketing, marketing surveys, public relations activities, Website design and development/operation for portal, Internet, Intranet and URL services, social media, technology programs, electronic application design and development, and for 800 or similar numbers. All expenditures are at the sole discretion of Franchisor. Franchisor may spend in any calendar year more or less than the total contributions to the General Marketing Fund in that calendar year. Franchisor may borrow from Franchisor or other lenders on behalf of the General Marketing Fund to cover deficits of the General Marketing Fund or cause the General Marketing Fund to invest any surplus for future use by the General Marketing Fund. Upon request, Franchisor will prepare an annual accounting of the General Marketing Fund and will distribute it to Placement Helpers Franchisees, once a year, that will state the total amount of money collected and spent by the General Marketing Fund during the previous year and list, by general category, the manner in which Franchisor spent the money. The report will not be separately audited but will be examined as part of the overall annual audit of Franchisor's books.

10.1.2 Franchisee acknowledges that the General Marketing Fund is intended to maximize general public recognition of and the acceptance of the Placement Helpers Franchise brand for the benefit of the Placement Helpers System as a whole. Franchisor undertakes no obligation, in administering the General Marketing Fund, to make expenditures for Franchisee that are equivalent or proportionate to its contribution, or to insure that any particular Franchisee benefits directly or pro rata from marketing or promotion conducted with the General Marketing Fund.

10.1.3 Franchisor will maintain the General Marketing Fund in an account separate from Franchisor's other monies, and will not use it to defray any of Franchisor's expenses, except for reasonable administrative and marketing wages and costs and overhead which Franchisor may incur in activities related to administering the General Marketing Fund and marketing programs for Placement Helpers Franchisees. Franchisor's printed materials and Website may also contain references stating that "Franchises Are Available" and/or that "Each Placement Helpers Franchise Is Independently Owned and Operated" to promote the sale of franchises for Placement Helpers Franchised Businesses. With this exception, no portion of the General Marketing Fund will be used to solicit or to sell Placement Helpers Franchises to prospective Placement Helpers Franchisees. The General Marketing Fund is not and will not be an asset of Franchisor. Any General Marketing Fund Fees collected in a calendar year, but not spent in that calendar year, will be carried over to the next calendar year. Franchisor shall have the right, in its sole discretion, to terminate the collection and disbursement of General Marketing Fund Fees upon ninety (90) days prior written notice to Franchisee. Upon termination, Franchisor shall disburse the remaining General Marketing Fund Fees on hand only for the purposes authorized by this Article 10.

10.2 Local Marketing Expenditure. Franchisee shall spend the Local Marketing Expenditure on local marketing and promotion of the Franchised Business as required by Franchisor. Franchisor shall have the right to adjust the amount of the Local Marketing Expenditure at any time and from time to time during the Term upon ninety (90) days' prior written notice from Franchisor to Franchisee to an amount not to exceed $1,000 per month. Franchisee shall conduct all local marketing and promotion in accordance with the policies and provisions with respect to format, content, media, geographic coverage and other criteria as are from time to time contained in the Manuals, or as otherwise directed by Franchisor, and shall not use or publish any marketing material or in any way use or display any of the Placement Helpers Marks except in accordance with said policies and provisions and with Franchisor's prior written approval. Franchisee shall submit samples of all marketing and promotional plans and materials to Franchisor no later than fourteen (14) days prior to Franchisee's intended use of the materials, for Franchisor's approval and may only commence use of the materials after they have been approved, in writing, by Franchisor within ten (10) days after Franchisor's receipt. Franchisor shall have the right at any time after Franchisee commences use of any materials to prohibit further use, effective upon written notice to Franchisee. On the tenth (10th) day of each calendar month during the Term, Franchisee shall provide Franchisor with a report summarizing Franchisee's Local Marketing Expenditures for the preceding month. Within fifteen (15) days of the end of each calendar quarter, Franchisee shall provide Franchisor with copies of all invoices, statements, canceled checks or other forms of payment that have been issued by Franchisee during the preceding calendar quarter which evidence the expenditure and payment by Franchisee of the required Local Marketing Expenditure. If Franchisee fails to do so, or fails to spend the required Local Marketing Expenditure during any calendar month, at the end of each calendar quarter Franchisee shall pay the General Marketing Fund the difference between the amount that Franchisee actually spent on local marketing and the required Local Marketing Expenditure.

10.3 Cooperative Marketing Programs. Franchisor may from time to time establish programs for co-operative marketing ("Cooperative Marketing Programs") to coordinate marketing efforts and programs, to serve as a conduit for the collection and expenditure of the contributed funds and to maximize the efficient use of local and/or regional advertising media. If and when Franchisor creates a Cooperative Marketing Program for the a marketing coverage area (an " Marketing Coverage Area") in which the Franchised Business is located, Franchisee (and, if Franchisor or an Affiliate of Franchisor owns a Franchised Business in the Marketing Coverage Area, then Franchisor or such Affiliate of Franchisor), shall become a subscriber and member of the Cooperative Marketing Program and shall participate in the Cooperative Marketing Program in the manner prescribed by Franchisor. The size and content of a Marketing Coverage Area, when and if established by Franchisor, shall be binding upon Franchisee, and all other similarly situated Placement Helpers Franchisees and Franchisor or an Affiliate of Franchisor, if it operates Placement Helpers Franchised Businesses in the Marketing Coverage Area. Each participating Placement Helpers Franchisee, as well as Franchisor (or its Affiliate), if applicable, shall be entitled to one vote for each Franchised Business located within the Marketing Coverage Area as may reasonably be determined by Franchisor, but in no event shall any Placement Helpers Franchisee and/or its Affiliates have more than twenty-five percent (25%) of the vote, regardless of the number of Placement Helpers Franchised Businesses owned.

10.3.1 Franchisee and all other members of the Marketing Coverage Area whose Franchise Agreements require their participation in the Cooperative Marketing Program, shall contribute to the Cooperative Marketing Program the amounts that are determined by Franchisor and fifty percent (50%) or more of the participating Placement Helpers Franchised Businesses in the Cooperative Marketing Program (not to exceed seventy percent (70%) of the Local Marketing Expenditure of each participating Franchised Business located in the Marketing Coverage Area). Franchisee's contribution to the Cooperative Marketing Program shall be credited towards the satisfaction of the Local Marketing Expenditure required by Section 10.2.

10.3.2 Franchisor shall administer the Cooperative Marketing Program and shall determine the policies of the Cooperative Marketing Program and the usage of the available funds for media time, production of media materials, radio, television, newspapers or Franchised Business level materials such as flyers, or posters, or for any other type of advertising or marketing use. Franchisor reserves the right to establish general standards concerning the operation of the Cooperative Marketing Program, advertising agencies retained by the Cooperative Marketing Program, and marketing conducted by the Cooperative Marketing Program. Any disputes (other than pricing) arising among or between Franchisee, other Placement Helpers Franchisees, and/or the Cooperative Marketing Program shall be resolved by Franchisor, whose decision shall be final and binding on all parties. Franchisor undertakes no obligation, to make expenditures for advertising or marketing in Franchisee's Protected Area or to ensure that any particular franchisee benefits directly or pro rata from marketing or promotion conducted by the Cooperative Marketing Program.

10.4 Grand Opening Marketing Expenditure; Grand Opening Events. At least sixty (60) days before the Commencement Date of the Placement Helpers Franchised Business, Franchisee shall develop and provide Franchisor with a promotional campaign plan for the grand opening of the Placement Helpers Franchised Business. Franchisee shall spend the required Grand Opening Marketing Expenditure, during the period beginning thirty (30) days before the scheduled opening of the Placement Helpers Franchised Business and continuing for thirty (30) days after the Placement Helpers Franchised Business opens for business. Franchisee shall provide Franchisor with copies of all invoices, statements, canceled checks or other forms of payment which have been issued by Franchisee which evidence the Grand Opening Marketing Expenditure and payment by Franchisee of the amounts required by this Section 10.4 for the grand opening marketing campaign for the Placement Helpers Franchised Business within sixty (60) days of the Commencement Date. If Franchisee fails to provide Franchisor with such evidence of payment, or if Franchisee fails to spend the amount required by this Section 10.4, Franchisee shall immediately pay the General Marketing Fund the difference between the amount that Franchisee actually spent on the grand opening marketing campaign and the required Grand Opening Marketing Expenditure. In addition to the Grand Opening Marketing Expenditure, Franchisee shall conduct grand opening events and promotions as required and directed by Franchisor.

10.5 Promotional Campaigns. From time to time, Franchisor shall have the right to establish and conduct promotional campaigns on a national or regional basis, which may by way of illustration and not limitation promote particular products or marketing themes. Franchisee shall participate in the promotional campaigns upon the terms and conditions that Franchisor may establish. Franchisee acknowledges and agrees that participation may require Franchisee to purchase point of sale advertising material, posters, flyers, product displays and other promotional materials.

10.6 Advisory Council. Franchisor may from time to time establish an Advisory Council for Placement Helpers Franchisees to work with Franchisor and to consult with Franchisor on potential improvements to the Placement Helpers System, the products offered by Placement Helpers Franchised Businesses, advertising conducted by the General Marketing Fund and any other matters that Franchisor deems appropriate. If an Advisory Council is formed, it will act solely in an advisory capacity, and will not have decision making authority, will be comprised of Franchisor's representatives and Placement Helpers Franchisees who may be chosen by Franchisor or elected by other Placement Helpers Franchisees. All Placement Helpers Franchisees who serve on an Advisory Council shall pay all transportation costs, food, lodging and similar costs incurred in connection with their attendance at Advisory Council meetings. Franchisor shall have the right to form, change, merge or dissolve any Advisory Council at any time, in its sole discretion.

10.7 Internet. Franchisee shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including, without limitation, any Internet home page, e-mail address, Website, domain name, bulletin board, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Placement Helpers Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's prior written consent, and then only in the manner and in accordance with the procedures, policies, standards and specifications that Franchisor may establish from time to time. Franchisee shall not separately register any domain name or any portion of any domain name containing the Placement Helpers Marks or participate or market on any Website or other form of electronic media (including, without limitation, through the use of social technology, social media, social networking platforms, video Websites, email marketing sites or other forms of electronic media not yet developed) using the Placement Helpers Marks without Franchisor's prior written consent. Franchisee's general conduct on the Internet and in the use of other forms of electronic media is subject to the terms and conditions of this Agreement and all other rules, requirements or policies that Franchisor may identify from time to time. Franchisor may, at any time after Franchisee commences use of any approved electronic media, prohibit further use, effective upon receipt of written notice by Franchisee.

10.8 Websites. Franchisor shall establish and maintain from time to time, one or more Internet Websites that shall be used to provide information about Placement Helpers Franchised Businesses to the public. Franchisor has sole discretion and control over the establishment, design and content of the Website. Franchisor may, in its discretion, configure the site to accommodate one or more interior pages which Franchisor shall dedicate, in whole or in part, to the Placement Helpers Franchised Business, all at Franchisee's expense. Franchisor shall have the right, at its sole option, from time to time, to (i) change, revise, or eliminate the design, content and functionality of the Website; (ii) make operational changes to the Website; (iii) change or modify the URL and/or domain name of the Website; (iv) substitute, modify, or rearrange the Website, at Franchisor's sole option, including in any manner that Franchisor considers necessary or desirable to comply with Applicable Laws, or respond to changes in market conditions or technology and respond to any other circumstances; (v) limit or restrict end-user access (in whole or in part) to the Website; and (vi) disable or terminate the Website without any liability to Franchisee.

10.9 Social Media. Franchisee shall not participate or market through the use of social technology, social media such as Facebook, Instagram, My-Space, Pinterest and Twitter, social networking platforms or other forms of electronic media not yet developed ("Social Media Platforms") using the Placement Helpers Marks or in connection with the Placement Helpers Franchised Business, without Franchisor's prior written consent. If Franchisee separately registers any Social Media Platform account (a "Social Media Account") containing the Placement Helpers Marks or otherwise related to the Placement Helpers Franchised Business, whether with Franchisor's prior consent or otherwise (i) Franchisee shall promptly notify Franchisor and provide Franchisor with all necessary information related to the Social Media Account that Franchisor requires or demands, without compensation to Franchisee; and (ii) the Social Media account shall, without further notice, become and be deemed to be Franchisor's sole property without compensation to Franchisee, and Franchisee hereby assigns all of Franchisee's right, title and interest in all such Social Media Accounts to Franchisor. Franchisor shall be the sole owner of all related intellectual property rights in the Social Media Account and all content posted thereon. In addition, Franchisee hereby assigns to Franchisor the right to control and administer all Social Media Accounts, including the right to modify the Social Media Accounts, and Franchisee waives and releases all rights of restraint and moral rights therein and thereto. If the foregoing provisions of this Section 10.9 are found to be invalid or otherwise unenforceable, Franchisee hereby grants Franchisor a worldwide, perpetual, non-exclusive, fully-paid license to use and administer the Social Media Account to the extent the use or sublicense would, absent this Agreement, directly or indirectly infringe Franchisee's rights. For elimination of doubt, Franchisor's right to control and administer the Social Media Accounts includes, without limitation, the right to post or remove content, language and media, the right to require Franchisee to post and remove content, language and media, and to disable and/or close a Social Media Account.

10.10 Electronic Commerce. Franchisor may, at its discretion, use the Websites described in Section 10.8 or may establish another facility on the Internet for the purpose of engaging in the sale of products and services identified with the Placement Helpers Marks, both within and outside of the Protected Area. Franchisee shall not use the Placement Helpers Marks to advertise, promote or sell any services or merchandise through the Internet, nor will Franchisee offer or sell any service that is identified with the Placement Helpers Marks or any memorabilia or other merchandise that bears the Placement Helpers Marks through the Internet unless expressly permitted to do so by Franchisor.

11. CONFIDENTIAL INFORMATION.

11.1 Placement Helpers Confidential Information. Franchisee acknowledges and agrees that the Placement Helpers System is comprised of confidential information that has been developed by Franchisor and its Affiliates by the investment of time, skill, effort and money and is widely recognized by the public, is of substantial value, and is proprietary, confidential and constitutes trade secrets of Franchisor and its Affiliates, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, products and services, sources of inventory and equipment, client management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, Websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current client and prospective client names and addresses, information regarding credit extensions to clients, client service purchasing histories and prices charged to clients, client lists and other client data, information regarding the skills and compensation of employees of Franchisor and contractors of Franchisor and its Affiliates, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, knowledge or know-how concerning the methods of operation of the Placement Helpers Franchised Business which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's operation of the Placement Helpers Franchised Business under the terms of this Agreement, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "Placement Helpers Confidential Information"). Placement Helpers Confidential Information does not include any information that was in the lawful and unrestricted possession of Franchisee prior to its disclosure by Franchisor; is or becomes generally available to the public by acts other than those of Franchisee after receiving it; has been received lawfully and in good faith by Franchisee from a third party who did not derive it from Franchisor or Franchisee; or is shown by acceptable evidence to have been independently developed by Franchisee.

11.2 Value. Franchisee acknowledges and agrees the Placement Helpers Confidential Information is not generally known by the public or parties other than Franchisor, its Affiliates, Placement Helpers Franchisees and Franchisee; derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or Franchisee; and is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Placement Helpers Confidential Information, including, without limitation (i) not revealing the Placement Helpers Confidential Information to unauthorized parties; (ii) requiring Placement Helpers Franchisees to acknowledge and agree in writing that the Placement Helpers Confidential Information is confidential; (iii) requiring Placement Helpers Franchisees to agree in writing to maintain the confidentiality of the Placement Helpers Confidential Information; (iv) monitoring electronic access to the Placement Helpers Confidential Information by the use of passwords and other restrictions so that electronic access to the Placement Helpers Confidential Information is limited to authorized parties; and (v) requiring Placement Helpers Franchisees to return all Placement Helpers Confidential Information to Franchisor upon the termination or expiration of their Placement Helpers Franchise Agreements.

11.3 Maintain Confidentiality. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Franchisee shall not, during the Term or thereafter, communicate, divulge, or use for the benefit of anyone else, any information that Franchisor considers its Placement Helpers Trade Secrets and/or Placement Helpers Confidential Information. Franchisee shall divulge Placement Helpers Confidential Information only to its supervisorial or managerial personnel who must have access to it in order to perform their employment responsibilities.

11.4 Irreparable Injury from Disclosure of Placement Helpers Confidential Information. Franchisee acknowledges that failure to comply with the requirements of this Article 11 will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to the requirements of this Article 11.

11.5 Confidentiality Covenants from Individuals Associated with Franchisee. Franchisee shall require any supervisorial or managerial personnel who may have access to any Placement Helpers Confidential Information of Franchisor to execute covenants that they will maintain the confidentiality of the Placement Helpers Confidential Information they receive in connection with their association with Franchisee. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

11.6 No Restriction. Nothing in this Article 11 is intended to prohibit or restrict any activity which prohibition or restriction violates Franchisee's employees' rights to engage in protected concerted activity under the National Labor Relations Act.

12. ACCOUNTING AND RECORDS.

12.1 General Reporting. For each Reporting Period, Franchisee shall submit statistical control forms and other financial, operational and statistical information that Franchisor may require in the Placement Helpers Manuals or otherwise (i) to assist Franchisee in the operation of the Placement Helpers Franchised Business; (ii) to allow Franchisor to monitor Gross Revenue, purchases, costs and expenses; (iii) to enable Franchisor to develop chain wide statistics; (iv) to assist Franchisor in the development of new Approved Services or the removal of existing unsuccessful Approved Services; (v) to enable Franchisor to refine existing Approved

Services; and (vi) to generally improve chain-wide understanding of the Placement Helpers System (collectively, the "Reporting Information").

12.2 Specific Reporting. Unless otherwise agreed by Franchisor in writing, Franchisee shall submit condensed reports of daily Gross Revenue to Franchisor each Reporting Period in accordance with the guidelines established by Franchisor. Franchisee will electronically link the Placement Helpers Franchised Business to Franchisor and will allow Franchisor to poll the Computer System on a daily basis at a time selected by Franchisor to retrieve Reporting Information including sales, sales mix, usage and operations data. Further:

12.2.1 For each Reporting Period, on the Tuesday following the preceding Reporting Period, or at any other interval that Franchisor may require, Franchisee shall submit a Gross Revenue report signed by Franchisee, in the form and manner prescribed by Franchisor, reporting all Gross Revenue for the preceding Reporting Period, together with the additional financial information that Franchisor may, from time to time, request.

12.2.2 By the fifteenth day of each calendar month during the Term, Franchisee shall submit to Franchisor financial statements for the preceding calendar month, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by Franchisor and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete.

12.2.3 Within thirty (30) days following the end of each calendar quarter during the Term, Franchisee shall submit to Franchisor financial statements for the preceding calendar quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by Franchisor and in accordance with generally accepted accounting principles, which shall be certified by Franchisee to be accurate and complete.

12.2.4 Within thirty (30) days following the end of each calendar year during the Term, Franchisee shall submit to Franchisor an unaudited annual financial statement prepared in accordance with generally accepted accounting principles, and in the form and manner prescribed by Franchisor, which shall be certified by Franchisee to be accurate and complete. Franchisee shall also provide Franchisor with copies of signed original sales and use tax forms contemporaneously with their filing with the appropriate Governmental Authority. Franchisor reserves the right to require the further information concerning the Placement Helpers Franchised Business that Franchisor may, from time to time, reasonably request.

12.3 Audits. Franchisee shall prepare, and keep for not less than three (3) calendar years following the end of each of its fiscal years, adequate books and records showing daily receipts in, at and from the Placement Helpers Franchised Business, applicable sales tax returns, if any, all pertinent original serially numbered sales slips and cash register records, and the other sales records as may be reasonably required by Franchisor in the Placement Helpers Manuals or otherwise, from time to time, to verify the Gross Revenue reported by Franchisee to Franchisor, in a form suitable for an audit of Franchisee's records by an authorized auditor or agent of Franchisor. The information shall be broken down by categories of products or services sold, when possible. Franchisor, its agents or representatives may, at any reasonable time during normal working hours, audit or review Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. If any audit or other investigation reveals an under-reporting or under-recording error of two percent (2%) or more, then in addition to the payment of all other sums due to Franchisor, the expenses of the audit/inspection shall be borne and paid by Franchisee upon demand by Franchisor, which shall include, without limitation, Franchisor's travel, lodging and wage expenses and reasonable accounting and legal expenses to conduct the audit/inspection, plus interest at the highest compound rate permitted by Applicable Law, but not to exceed the rate of eighteen percent (18%) per annum.

12.4 Books and Records. Franchisee shall maintain an accounting and record keeping system, which shall provide for basic accounting information necessary to prepare financial statements, a general ledger and reports required by this Agreement and the Placement Helpers Manuals. Franchisee shall maintain accurate, adequate and verifiable books and supporting documentation relating to the accounting information.

12.5 Use of Financial Statements In Disclosure Document. Franchisee hereby irrevocably consents to Franchisor's use of information contained in its financial statements, at Franchisor's election, in its franchise disclosure document for the offer and sale of franchises.

12.6 Data for Placement Helpers Franchised Business. All data pertaining to the Placement Helpers Franchised Business and all data created or collected by Franchisee in connection with Franchisee's operation of the Placement Helpers Franchised Business (including, without limitation, data pertaining to or otherwise concerning the Placement Helpers Franchised Business's clients) or otherwise provided by Franchisee (including, without limitation, data uploaded to, or downloaded from Franchisee's computer system) Placement Helpers Confidential Information and is the sole property of Franchisor and Franchisor shall have the right to use such data in any manner that Franchisor deems appropriate without any compensation to Franchisee. Franchisee shall provide Franchisor with copies and/or originals of such data upon request by Franchisor. Franchisee shall provide Franchisor with copies and/or originals of the data within five (5) days after Franchisor's request for the data at no cost to Franchisor and at any time during the Term and upon the expiration and/or termination of this Agreement. Franchisor hereby licenses use of such data to Franchisee during the Term, at no cost, solely for Franchisee's use in connection with the Placement Helpers Franchised Business. Franchisee shall maintain the data as secret and confidential throughout the Term and shall not make any of the data available to any unauthorized Person without the prior written consent of Franchisor and then only in the manner permitted by Franchisor.

13. INSURANCE.

13.1 Franchisee's Insurance Obligations. Franchisee shall obtain and maintain throughout the Term the types and amounts of insurance required by Franchisor and shall provide Franchisor with proof of coverage and Certificates of Insurance upon demand. This insurance shall protect Franchisee and Franchisor against any demand or claim with respect to personal and bodily injury, death, or property damage, or any loss, liability, or expense whatsoever arising or occurring upon or in connection with the operation of the Placement Helpers Franchised Business. Franchisee shall obtain and maintain: (i) workers' compensation insurance in compliance with local laws and regulations; (ii) comprehensive public/general liability insurance with limits of $1,000,000 per occurrence, $2,000,000 aggregate coverage, and $300,000 for damages to rented premises per occurrence; (iii) personal injury coverage with a $5,000 per person medical benefit; (iv) personal and advertising injury with $1,000,000 coverage; (v) products/completed operations with $2,000,000 aggregate limit; (vi) property damage with a minimum of $250,000 coverage or the investment made by Franchisee in the leasehold improvements, furniture, equipment, inventory, signage, etc.; (vii) professional liability insurance with $1,000,000 per claim and $3,000,000 aggregate coverage; (viii) defense of licensing proceedings insurance with $10,000 aggregate coverage; (ix) subpoena insurance with $10,000 aggregate coverage; (x) umbrella liability with $1,000,000 per occurrence and $1,000,000 aggregate coverage; (xi) sexual abuse and misconduct insurance with $1,000,000 aggregate coverage; (xii) forgery or alteration insurance with $5,000 per loss limit; (xiii) money and securities (inside and outside) coverage with $5,000 per loss limit; (xiv) electronic data (property) insurance with $10,000 annual aggregate coverage; (xv) interruption of computer operations insurance with $10,000 annual aggregate coverage; (xvi) identity theft expense coverage with $5,000 expense limit; (xvii) automobile liability insurance on company vehicles, including owned, hired and non-owned vehicle coverage, with a combined single limit of at least $1,000,000; (xviii) business interruption insurance (in an amount sufficient to cover the all fees due to Franchisor under this Agreement for a period of at least six (6) months); and (xiv) employment practices liability insurance, with combined single limit coverage of at least $1,000,000. Franchisor reserves the right to change its insurance requirements during the term of this Agreement, including the types of coverage and the amounts of coverage, and Franchisee must comply with those changes.

13.2 Required Endorsements and Certificates. Each policy shall: (i) be written by insurers licensed and admitted to write coverage in the jurisdiction in which the Protected Area is located and with a rating of "A" or better as set forth in the most recent edition of Best's Key Rating Guide; (ii) name Franchisor as an additional insured; and (iii) comply with the requirements prescribed by Franchisor at the time the policies are obtained. Franchisee and Franchisee's insurers shall agree to waive their rights of subrogation against Franchisor, and Franchisee shall provide evidence of the waiver in accordance with this Section 13.2. Franchisee's obligation to obtain and maintain insurance shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 18.4. All public liability and property damage policies shall contain a provision that Franchisor and its Affiliates, although named as an additional insured, shall nevertheless be entitled to recover under the policies on any loss occasioned to Franchisor, or its Affiliates, partners, shareholders, directors, agents, or employees by reason of the negligence of Franchisee or its partners, shareholders, directors, agents, or employees. At least ten (10) days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least thirty (30) days prior to the expiration of any policy, Franchisee shall deliver to Franchisor Certificates of Insurance evidencing the proper types and minimum amounts of required coverage. All Certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Franchisor in the event of material alteration to or cancellation or non-renewal of the coverages evidenced by the Certificates. Certificates evidencing the insurance required by this Article 13 shall name Franchisor, and each of its Affiliates, partners, shareholders, directors, agents, and employees as additional insureds on the additional-insured Grantor of Franchise Form CG-2029 or an insurer’s comparable form, and shall expressly provide that any interest of each shall not be affected by any Default by Franchisee of any policy provisions for which the Certificates evidence coverage.

13.3 Franchisor's Right to Secure Insurance on Behalf of Franchisee. Should Franchisee, for any reason, fail to procure or maintain the insurance required by this Agreement, as the requirements may be revised from time to time by Franchisor in the Placement Helpers Manuals or otherwise in writing, Franchisor shall have the right and authority (but not the obligation) to immediately procure the insurance and to charge the same to Franchisee plus an administrative fee equal to ten percent (10%) of the insurance, which charges, together with Franchisor's expenses in so acting, shall be payable by Franchisee immediately upon notice. The foregoing remedies shall be in addition to any other remedies Franchisor may have.

14. TRANSFER OF INTEREST.

14.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any Person or Entity without the consent or approval of Franchisee. With respect to any assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform the obligations, and shall become solely responsible for all obligations, of Franchisor under this Agreement from the date of assignment. Franchisor and or its Affiliates may sell their assets, the Placement Helpers Marks, or the Placement Helpers System, may sell securities in a public offering or in a private placement, may merge, acquire other corporations, or be acquired by another corporation, and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring all without notice to, or the consent or approval of Franchisee. In connection with any of the foregoing, at Franchisor's request, Franchisee shall deliver to Franchisor a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Franchisee is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Franchisor may reasonably request; and Franchisee agrees that any such statements may be relied upon by Franchisor and any prospective purchaser, assignee or lender of Franchisor.

14.2 Assignment by Franchisee. Franchisee acknowledges and agrees that the rights granted to Franchisee under this Agreement are personal and are granted in reliance upon, among other considerations, the individual or collective character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of Franchisee and that of the Owners. Accordingly, to protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Franchisee shall not offer, sell, or negotiate the sale of its rights under this Agreement to any third party, either in Franchisee's own name or in the name and/or on behalf of Franchisor, except as otherwise provided in this Agreement. Franchisee acknowledges and agrees that Franchisee has no right, by operation of law or otherwise, to sell, assign, transfer, pledge, donate, encumber or otherwise deal with, directly or indirectly (i) any interest in this Agreement; or (ii) the right to use the Placement Helpers Franchise System or the Placement Helpers Marks (an "Assignment") without Franchisor's prior written consent. Franchisor shall not unreasonably withhold its consent to an Assignment if, in Franchisor's judgment, Franchisee satisfies the conditions to the Assignment identified in this Agreement.

14.2.1 Unless the Parties otherwise agree in writing, Franchisee shall not make any Assignment of this Agreement except in conjunction with a concurrent Assignment to the same approved assignee of all Placement Helpers Franchised Businesses then owned and operated by Franchisee. As a condition to Franchisor's consent to an Assignment, the assignee must execute Franchisor's Then-Current form of Placement Helpers Franchise Agreement for each Placement Helpers Franchised Business sold to the assignee. Further, without Franchisor's prior written consent, which may be withheld by Franchisor in its discretion (i) Franchisee shall not offer for sale or transfer at public or private auction any of the rights of Franchisee under this Agreement; and (ii) Franchisee shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Franchisee shall provide not less than ten (10) days prior written notice (which notice shall contain the name and address of the secured party and the terms of the pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

14.2.2 For purposes of this Agreement, each of the following events is an Assignment subject to the conditions to Assignment identified in this Agreement: (i) the death or incapacity of any Owner; (ii) the offer or sale of securities of Franchisee pursuant to a transaction subject to registration under applicable securities laws or by private placement pursuant to a written offering memorandum; (iii) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of more than twenty percent (20%) in the aggregate, whether in one or more transactions, of the Equity or voting power of Franchisee, by operation of law or otherwise or any other events or transactions which, directly or indirectly, effectively changes control of Franchisee; (iv) the issuance of any securities by Franchisee which itself or in combination with any other transactions results in the Owners, as constituted on the Effective Date, owning less than fifty percent (50%) of the outstanding Equity or voting power of Franchisee; and (v) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of Franchisee, however effected. Franchisee shall promptly provide Franchisor with written notice (stating the information that Franchisor may from time to time require) of each and every transfer, assignment and encumbrance by any Owner of any direct or indirect Equity or voting rights in Franchisee, notwithstanding that the same may not constitute an "Assignment" as defined under this Article 14.

14.2.3 Neither Franchisor's right of first refusal nor the other conditions of Assignment shall apply to (i) a transfer by Franchisee of all of Franchisee's rights under this Agreement to a newly-formed corporation, limited liability company or other business Entity provided all of the Equity or voting interests of the new business Entity are owned by the same Owners; or (ii) a transfer of any amount of Equity or voting power of Franchisee between or among the same Owners, or that, by operation of law or otherwise, does not directly or indirectly change control of Franchisee (each, a "Qualified Assignment"). Franchisor will have the right to charge a reasonable fee not to exceed $1,500 for any Qualified Assignment. Any attempted Assignment which fails to comply with the requirements of this Article 14 shall be null and void and shall constitute a Default under this Agreement.

14.3. Right of First Refusal. Except with respect to a "Qualified Assignment", if Franchisee or an Owner receive a bona fide written offer ("Third Party Offer") from a third party (the "Proposed Buyer") to purchase or otherwise acquire any interest in Franchisee which will result in an Assignment within the meaning of this Agreement, Franchisee or the Proposed Buyer shall, within five (5) days after receiving the Third Party Offer and before accepting it, apply to Franchisor in writing for Franchisor's consent to the proposed Assignment. To constitute a bona fide written offer, the Third Party Offer must also apply to purchase or otherwise acquire all Placement Helpers Franchised Businesses then owned and operated by Franchisee, or its Affiliates.

14.3.1 Franchisee, or the Proposed Buyer, shall attach to its application for consent to complete the Assignment a copy of the Third Party Offer together with (i) information relating to the proposed transferee's experience and qualifications; (ii) a copy of the proposed transferee's current financial statement; and (iii) any other information material to the Third Party Offer, proposed transferee and proposed Assignment or that Franchisor requests.

14.3.2 Franchisor or its nominee shall have the right, exercisable by written notice ("Purchase Notice") given to Franchisee or the Proposed Buyer, within thirty (30) days following receipt of the Third Party Offer, all supporting information, and the application for consent, to notify Franchisee or the Proposed Buyer that it will purchase or acquire the rights, assets, Equity or interests proposed to be assigned on the same terms and conditions set forth in the Third Party Offer, except that Franchisor may (i) substitute cash for any form of payment proposed in the offer discounted to present value based upon the rate of interest stated in the Third Party Offer; and (ii) deduct from the purchase price the amount of all amounts then due and owing from Franchisee to Franchisor under this Agreement or otherwise.

14.3.3 If Franchisor or its nominee elects to purchase or acquire the rights, assets, Equity or interests proposed to be assigned to the Proposed Buyer, the closing shall take no later than sixty (60) days following the date that the Purchase Notice was issued by Franchisor.

14.3.4 If Franchisor does not elect to purchase or acquire the rights, assets, Equity or interests proposed to be assigned to the Proposed Buyer, the closing of the sale to the Proposed Buyer shall take no later than ninety (90) days following the date that the Third Party Offer was received by Franchisee. If there is any material change in the terms of the Third Party Offer before the closing of the sale, Franchisor shall have a right of first refusal to accept the new terms subject to the conditions stated in this Section 14.3.

14.4 Conditions of Assignment to Third Party. As a condition to obtaining Franchisor's consent to an Assignment, all of the following conditions must be satisfied:

14.4.1 The Proposed Buyer must submit a completed franchise application to Franchisor and meet Franchisor's Then-Current qualifications for new Placement Helpers Franchisees, including qualifications pertaining to financial condition, credit rating, experience, moral character and reputation.

14.4.2 Franchisee must be in Good Standing on the date consent is requested and until the date of closing of the Assignment.

14.4.3 The sales price of the interest to be conveyed must not be so high, or the terms of the sale so onerous, that, in the judgment of Franchisor, the Proposed Buyer will be unlikely to meet the Proposed Buyer's financial and other obligations to Franchisor, third party suppliers and creditors following the closing. Franchisor shall have no liability to either Franchisee or the Proposed Buyer if Franchisor approves the Assignment and the Proposed Buyer thereafter experiences financial difficulties.

14.4.4 The Proposed Buyer must sign Franchisor's Then-Current form of Franchise Agreement, the terms of which may differ materially from any and all of the terms contained in this Agreement, and which shall supersede this Agreement in all respects, except that the term of the replacement Franchise Agreement shall be the remaining Term. In exchange for signing the Then-Current Franchise Agreement, the Proposed Buyer shall receive the rights provided for in this Agreement. Each owner and each owner's spouse of the Proposed Buyer shall jointly and severally guarantee the Proposed Buyer's performance of its obligations in the Then-Current Franchise Agreement under a Guarantee in the form of Exhibit C. If Franchisor is not offering new Placement Helpers Franchises, is in the process of revising, amending or renewing Franchisor's form of Franchise Agreement or franchise disclosure document or is not lawfully able to offer Franchisor's Then-Current form of Franchise Agreement at the time of an Assignment, Franchisor may offer to amend this Agreement, upon terms and conditions that will be established by Franchisor and the Proposed Buyer at that time, or may offer to amend the Term on substantially the terms and conditions set forth in this Agreement on a month-to-month basis for as long as Franchisor deems necessary or appropriate so that Franchisor may subsequently offer and utilize a Then-Current form of Franchise Agreement.

14.4.5 Franchisee will remain subject to all obligations stated in this Agreement that expressly, or by implication due to their nature, survive the Assignment, termination or expiration of this Agreement, including, without limitation, the provisions prohibiting competition, non-interference and non-disclosure of Placement Helpers Confidential Information.

14.4.6 Franchisee and the Proposed Buyer shall execute a General Release of all known and unknown liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, that they have, may have or believe to have against Franchisor and its Affiliates and their officers, directors, agents, shareholders and employees as of the date of the General Release, in a form acceptable to Franchisor.

14.4.7 Franchisee shall pay Franchisor the Transfer Fee to apply against Franchisor's administrative and other costs to process the Assignment. Franchisee shall pay Franchisor a Transfer Fee at the time Franchisee serves written notice upon Franchisor of the proposed Assignment and the balance shall be paid by no later than the date of the Assignment.

14.4.8 Franchisee must simultaneously transfer its rights in all contracts for which continuation is necessary for operation of the Placement Helpers Franchised Business to the Proposed Buyer and satisfy any separate conditions to obtain any third party consents required for the Assignment of Franchisee's rights to the Proposed Buyer. The Proposed Buyer must execute all other documents and agreements required by Franchisor to consummate the Assignment. All required third party consents to the Assignment must be obtained.

14.4.9 Franchisee's right to receive the sales proceeds from the Proposed Buyer in consideration of the Assignment shall be subordinate to the obligations of the Proposed Buyer owed to Franchisor and its Affiliates under, or pursuant to, this Agreement or any other agreement. All contracts by and between Franchisee and the Proposed Buyer shall expressly include a subordination provision permitting payment of the sales proceeds to Franchisee only after any outstanding obligations owed to Franchisor and its Affiliates are fully satisfied.

14.4.10 Except when the transferee is an existing Placement Helpers Franchisee, the Proposed Buyer and each supervisorial or managerial employee of the Proposed Buyer who will have general management and supervisory responsibilities for the Placement Helpers Franchised Business who is acceptable to Franchisor, must complete to Franchisor's sole satisfaction Franchisor's Initial Training Program prior to the effective date of the Assignment.

14.4.11 The Proposed Buyer must conform the Placement Helpers Franchised Business with Franchisor's Then-Current appearance and design standards and equipment specifications applicable to new Placement Helpers Franchised Businesses.

14.4.12 Franchisee must sign a guarantee personally guaranteeing the Proposed Buyer's obligations under the new Franchise Agreement in favor of Franchisor.

14.5 Death or Incapacity. In the event of the death or incapacity of an Owner, the spouse, heirs or personal representative of the deceased or incapacitated Owner, or the remaining Owners (the "Successor") shall have one hundred eighty (180) days from the date of death or incapacity in which to (i) purchase the interest of the deceased or incapacitated Owner; or (ii) complete an Assignment of the interest of the deceased or incapacitated Owner to a qualified, approved third party, subject to the provisions of this Article 14. If a Successor has not purchased the interest of the deceased or incapacitated Owner or completed an Assignment of the interest of the deceased or incapacitated Owner to a qualified, approved third party within one hundred eighty (180) days from the date of death or incapacity, Franchisor may terminate this Agreement.

14.6 Transfer by Franchisee in Bankruptcy. If, for any reason, this Agreement is not terminated pursuant to Section 16.1 and this Agreement is assumed, or Assignment of the same to any Person or Entity who has made a bona fide offer to accept an Assignment of this Agreement is contemplated pursuant to the United States Bankruptcy Code, then notice of the proposed Assignment or assumption, setting forth (i) the name and address of the proposed assignee, and (ii) all of the terms and conditions of the proposed Assignment and assumption, shall be given to Franchisor within twenty (20) days after receipt of the proposed assignee's offer to accept an Assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into the Assignment and assumption, and Franchisor shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed Assignment and assumption, to accept an Assignment of this Agreement to Franchisor itself upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by the assignee for the Assignment of this Agreement.

14.7 Restriction on Publicly Traded and Private Securities. Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No offering by Franchisee shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Franchisee and Franchisor, and its Affiliates. Franchisor may, at its option, require Franchisee's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Franchisee, its Owners and other participants in the offering must fully agree in writing to defend and indemnify Franchisor, its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Franchisee shall pay to Franchisor a non-refundable fee of $10,000, which shall be in addition to any Transfer Fee under any Franchise Agreement and/or Development Agreement or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Article 14.

15. COVENANTS.

15.1 No Prior Experience, Information or Knowledge. Franchisee specifically acknowledges and agrees that prior to becoming a franchisee of Franchisor, Franchisee had no experience, information or knowledge whatsoever about the operation of a business that provides senior living placement services or a Placement Helpers Franchised Business and that Franchisee's knowledge of the Placement Helpers Confidential Information was obtained solely from Franchisor, following Franchisee's training by Franchisor and Franchisee's subsequent operation of the Placement Helpers Franchised Business under this Agreement. In addition, Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and confidential information, including, without limitation, Placement Helpers Confidential Information, regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the Placement Helpers System, which are unique and proprietary to Franchisor, derive independent economic value from not being generally known to the public and are the subject of Franchisor's efforts and that are reasonable under the circumstances to maintain their secrecy.

15.2 Non-Competition During Term of Agreement. Franchisee and each Restricted Person covenants that during the Term, except as otherwise approved in writing by Franchisor, Franchisee and each Restricted Person shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any Person, or legal Entity (i) divert or attempt to divert any present or prospective Placement Helpers client 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 Placement Helpers Marks and the Placement Helpers System; or (ii) own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business, provided, however, the restrictions stated in this Section 15.2 shall not apply to any Restricted Person after two (2) calendar years from the date the Restricted Person ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee.

15.3 Non-Competition After Expiration or Termination of Agreement. Except as Franchisor otherwise approves in writing, commencing upon the date of (i) an Assignment permitted under Article 14; (ii) the Expiration Date of this Agreement; (iii) the termination of this Agreement (regardless of the cause for termination); or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 15.3, and continuing for an uninterrupted period of two (2) years thereafter, Franchisee and each Restricted Person shall not, own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business located in the Protected Area within a ten (10) mile radius of the Protected Area or any other Placement Helpers Franchisee's protected area; provided, however, the restrictions stated in this Section 15.3 shall not apply to any Restricted Person after two (2) years from the date the Restricted Person ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Franchisee.

15.4 Violation of Covenants. If Franchisee or any Restricted Person shall commit any violation of Section 15.3 during the two (2) calendar year period following (i) the expiration or termination of this Agreement; (ii) the occurrence of any Assignment; (iii) the cession of the Restricted Person's relationship with Franchisee; or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of Section 15.3, in addition to all other remedies available to Franchisor under this Agreement and Applicable Law, Franchisee or the Restricted Person shall pay Franchisor, throughout the twenty-four (24) calendar month period, eight percent (8%) of all revenue derived from the operation of the Competitive Business, including the sale of any merchandise, other products and services at or from the Competitive Business, and all other income of every kind and nature of the Competitive Business ("Post Termination Gross Revenue") in violation of Section 15.3. Franchisee shall account for and pay the eight percent (8%) of the Post Termination Gross Revenue to Franchisor on the fifteenth (15^{th}) day of each calendar month on the Post Termination Gross Revenue of the Competitive Business during the preceding calendar month. Franchisor shall have the right to audit the books and records of the competing business in accordance with Section 12.3 to confirm Franchisee's compliance with this Section 15.4, upon prior notice to Franchisee.

15.5 Exceptions to Covenants. Sections 15.2 and 15.3 shall not apply to ownership by Franchisee or an Owner of a less than five percent (5%) beneficial interest in the outstanding Equity securities of any Competitive Business registered under the Securities Act of 1933 or the Securities Exchange Act of 1934.

15.6 Reducing Scope of Covenants. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 15.3, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

15.7 Reasonable Good Faith Estimate. The Parties acknowledge and agree that it would be impossible and impracticable to determine the precise amount of damages and expenses Franchisor will incur if Franchisee or any Restricted Person shall commit any violation of Section 15.3 during the two (2) calendar year period following (i) the expiration or termination of this Agreement; (ii) the occurrence of any Assignment; (iii) the cession of the Restricted Person’s relationship with Franchisee; or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of Section 15.3 due to the complications inherent in determining the amount of revenue lost by Franchisor because of the uncertainty regarding the number of months left to complete the Term then in effect, the uncertainty regarding the Gross Revenue of the Placement Helpers Franchised Business during that Term, the amount of Royalty Fees Franchisee would have paid Franchisor based upon the Gross Revenue of the Placement Helpers Franchised Business and the like as well as the amount of the fees that Franchisor will collect from Franchisee upon the occurrence of the circumstances described in Section 15.3. The Parties further acknowledge and agree that the eight percent (8%) fee of Post Termination Gross Revenue is a reasonable, good faith estimate of those damages.

15.8 Covenants from Individuals. Upon demand by Franchisor, Franchisee shall obtain and furnish to Franchisor executed covenants similar in substance to those set forth in this Article 15 (including covenants applicable upon the termination of a Person's relationship with Franchisee) from all Owners. Every covenant required by this Section 15.8 shall be in a form acceptable to Franchisor, and shall include, without limitation, a designation of Franchisor as a third party beneficiary of the covenants with the independent right to enforce them.

15.9 Effect of Applicable Law. In the event any portion of the covenants in this Article 15 violates Applicable Laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are Parties, then the maximum legally allowable restriction permitted by Applicable Law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any reduced covenant upon receipt of written notice. The provisions of this Article 15 shall be in addition to and not in lieu of any other confidentiality obligation of Franchisee, or any other Person, whether pursuant to another agreement or pursuant to Applicable Law.

15.10 Business Practices. Franchisee shall comply with and/or assist Franchisor to the fullest extent possible in Franchisor’s efforts to comply with Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war (the “Anti-Terrorism Laws”). In connection with its compliance, Franchisee certifies, represents and warrants that none of Franchisee’s property or interests are subject to being “blocked” under any of the Anti-Terrorism Laws and that Franchisee is not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by Franchisee or Franchisee’s employees or any “blocking” of Franchisee’s assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this

Agreement and any other agreements Franchisee has entered into with Franchisor or any of its Affiliates, in accordance with the provisions of Section 16.2.

15.11 Survival. The provisions of this Article 15 shall survive the expiration and termination of this Agreement and shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or the Placement Helpers Marks, the Placement Helpers System, the Placement Helpers Confidential Information, the Placement Helpers Trade Secrets, or any other proprietary aspects of Franchisor's business.

16. DEFAULT AND TERMINATION.

16.1 Termination In the Event of Franchisee's Bankruptcy or Insolvency. Franchisee shall be deemed to be in Default under this Agreement, and all rights granted to Franchisee of this Agreement shall automatically terminate without notice to Franchisee, (i) if Franchisee or its Principal Owner becomes insolvent or make a general assignment for the benefit of creditors; (ii) if a petition in bankruptcy is filed under any foreign, state or United States Bankruptcy Act by Franchisee or if a petition is filed against and not opposed by Franchisee or its Principal Owner; (iii) if Franchisee or its Principal Owner is adjudicated as bankrupt or insolvent; (iv) if a bill in equity or other proceeding for the appointment of a receiver of Franchisee or other custodian for the Placement Helpers Franchised Business is filed and consented to by Franchisee or its Principal Owner; (v) if a receiver or other custodian (permanent or temporary) of Franchisee's or its Principal Owner's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) if proceedings for a composition with creditors under any Applicable Law is instituted by or against Franchisee or its Principal Owner; (vii) if a final judgment in excess of $100,000 against the Placement Helpers Franchised Business, Franchisee or its Principal Owner remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); (viii) if Franchisee or its Principal Owner admits Franchisee is unable to generally pay Franchisee's debts as they become due; (ix) if execution is levied against the Placement Helpers Franchised Business or property; (x) if suit to foreclose any lien or mortgage against the Placement Helpers Franchised Business or the equipment of the Placement Helpers Franchised Business is instituted against Franchisee or its Principal Owner and not dismissed within thirty (30) days; or (xi) if the Placement Helpers Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

16.2 Option to Terminate Without Opportunity to Cure. Franchisee shall be deemed to be in Default and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the Default, effective immediately upon receipt of notice by Franchisor upon the occurrence of any of the following events:

16.2.1 If Franchisee shall Abandon the Placement Helpers Franchised Business.

16.2.2 If Franchisee shall make any Assignment without the prior written consent of Franchisor.

16.2.3 If Franchisee shall Default in any obligation as to which Franchisee has previously received three (3) or more written notices of Default from Franchisor setting forth the Default complained of within the preceding twelve (12) calendar months.

16.2.4 If Franchisee makes any material misrepresentations in connection with the execution of this Agreement or the operations of the Placement Helpers Franchised Business.

16.2.5 If Franchisee fails, for a period of ten (10) days after having received notification of noncompliance from Franchisor or any Governmental Authority, to comply with any Applicable Laws that govern the operation of the Placement Helpers Franchised Business.

16.2.6 If any audit or investigation conducted by Franchisor discloses that Franchisee has knowingly maintained false books or records, or submitted false reports to Franchisor, or knowingly understated its Gross Revenue or withheld the reporting of the same as provided in this Agreement.

16.2.7 If Franchisee or any of its Owners, are convicted of or plead guilty or *nolo contendere* to a felony or any other crime or offense that is reasonably likely, in the sole opinion of Franchisor, to adversely affect Franchisor's reputation, the Placement Helpers System, the Placement Helpers Marks or the goodwill associated the same; however, if the crime or offense is committed by an Owner other than the Principal Owner, Franchisor may only terminate this Agreement under this Section 16.2.7 if the convicted Owner fails to sell its interest in Franchisee to Franchisee's other Owners within thirty (30) days after the conviction or guilty plea.

16.2.8 If Franchisee materially misuses or makes any unauthorized use of the Placement Helpers Marks or otherwise materially impairs the goodwill associated therewith or Franchisor's rights therein, or takes any action which reflects materially and unfavorably upon the operation and reputation of the Placement Helpers Franchised Business or the Placement Helpers chain generally.

16.2.9 If Franchisee makes any unauthorized use, disclosure, or duplication of the Placement Helpers Trade Secrets or Placement Helpers Confidential Information.

16.2.10 If Franchisee uses unauthorized products, supplies or equipment or makes purchases from unapproved suppliers for the Placement Helpers Franchised Business and fails to cease use of the same, and/or replace the same, within three (3) days after having received notification from Franchisor to do so.

16.2.11 If Franchisee shall Default in any obligation under this Agreement that by its nature is not capable of being cured by Franchisee.

16.2.12 If Franchisee or the Owners use abusive language when communicating with Franchisor, Franchisor's staff or with clients or suppliers, engage in any illegal activity or abusive or threatening behavior towards Franchisor, Franchisor's staff, clients, suppliers, or denigrate the Placement Helpers System or portray it in an unflattering light on the Internet or otherwise.

16.2.13 If Franchisee receives two (2) or more material client complaints or verifiable negative reviews on the Internet about the Placement Helpers Franchised Business in any twelve (12) month period, whether or not resolved, including client complaints relating to hygiene, cleanliness, illegal activity by employees, or rude behavior to clients.

16.2.14 If, within ten (10) days after receipt of written notice from Franchisor, Franchisee continues to violate any health or safety law, ordinance or regulation, or operates the Placement Helpers Franchised Business in a manner that presents a health or safety hazard to its clients, employees or the public.

16.2.15 If, within ten (10) days after receipt of written notice from Franchisor that any required payment is overdue, Franchisee fails to make the payment to Franchisor, its Affiliates, or, to Franchisee's landlord, suppliers, creditors or employees unless, with respect to Franchisee's suppliers, creditors or employees, Franchisee notifies Franchisor of the existence on a bona fide dispute and takes immediate action to resolve it.

16.2.16 If Franchisee's Principal Owner fails to successfully complete the Initial Training Program required by Section 7.2 to Franchisor's satisfaction.

16.2.17 If Franchisee fails to commence operations of the Placement Helpers Franchised Business within one hundred eighty days (180) from the Effective Date, unless an extension is mutually agreed upon.

16.2.18 If Franchisee sells or attempts to sell any services other than Approved Services and fails to cease to do so within three (3) days after having received notification from Franchisor to do so.

16.2.19 If any license or permit necessary for the operation of the Placement Helpers Franchised Business or for providing the Approved Services is revoked or suspended for a period exceeding ten (10) days.

16.2.20 If funding promised or otherwise represented to be made available to Franchisee or its Owners on the condition that Franchisee sign this Agreement is not made available to Franchisee or its Owners within ten (10) business days after Franchisee signs this Agreement.

16.2.21 If, in Franchisor's Business Judgment, Franchisor has grounds to believe that Franchisee or any of its Owners, officers, directors, or key employees has engaged or attempted to engage, through one or more affirmative acts or a failure to act, in any fraudulent, dishonest, unethical, immoral, or similar conduct in connection with the Placement Helpers Franchised Business' operation, whether such conduct is directed at or reasonably expected to impact the Placement Helpers Franchised Business, the Placement Helpers System, the Franchisor or its Affiliates, suppliers, other franchisees, or another third party.

16.2.22 If, in Franchisor's Business Judgment, Franchisor has grounds to believe that Franchisee or any of its Owners, officers, or directors has engaged in any lewd or immoral conduct, whether or not in connection with the Placement Helpers Franchised Business operation.

16.3 Termination With Notice and Opportunity To Cure. Except for any Default by Franchisee under Section 16.1 or Section 16.2, and as expressly provided elsewhere in this Agreement, Franchisee shall have five (5) days, in the case of any monetary Default and ten (10) days in the case of any other type of Default, following the receipt of a Notice of Default demanding the cure of the Default and to provide evidence of the cure to Franchisor. If any Default is not cured within that time period, or any longer time period that Applicable Law may require or that Franchisor may specify in the Notice of Default, this Agreement and all rights granted in this Agreement shall automatically terminate without further notice or opportunity to cure.

16.4 Reimbursement of Franchisor Costs. Upon a Default by Franchisee, all of Franchisor's costs and expenses arising from the Default, including reasonable attorneys' fees, shall be paid to Franchisor within five (5) days after cure or upon demand by Franchisor whether or not the Default is cured.

16.5 Cross-Default. Any Default by Franchisee under the terms and conditions of this Agreement, any Development Agreement or any other agreement between Franchisor, or its Affiliates, and Franchisee, or its Owners or Affiliates, shall be deemed to be a Default of each and every other agreement. In the event of termination, for any cause, of this Agreement or any other agreement between the Parties, Franchisor may, at its option, terminate any or all of the agreements.

16.6 Other Defaults. Any Default by Franchisee or an Owner under any lease, sublease, loan agreement or security interest related to the Placement Helpers Franchised Business may be regarded by Franchisor as a Default under this Agreement.

16.7 Notice Required By Law. Notwithstanding anything to the contrary contained in this Article 16, if any valid Applicable Law of a competent Governmental Authority having jurisdiction over this Agreement and the Parties shall limit Franchisor's rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by that Applicable Law. Franchisor shall not, however, be precluded from contesting the validity, enforceability or application of Applicable Laws in any action, hearing or dispute relating to this Agreement or the termination of this Agreement.

16.8 Interim Management. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, after Franchisor has given Franchisee written notice that Franchisee is in Default, Franchisor may (but is not obligated to) assume interim management of the Placement Helpers Franchised Business during the pendency of any cure period or in lieu of immediately terminating this Agreement. If Franchisor elects to assume interim management of the Placement Helpers Franchised Business (i) Franchisor's election will not relieve Franchisee of Franchisee's obligations under this Agreement; (ii) Franchisor will not be liable for any debts, losses, costs or expenses incurred in the operation of the Placement Helpers Franchised Business during any interim management period; (iii) Franchisor will have the right to charge Franchisee an Interim Management Fee for its management services; and (iv) Franchisee agrees to, and hereby does, indemnify and hold Franchisor harmless against any and all claims, demands, judgments, fines, losses, liabilities, costs, amounts paid in settlement and reasonable expenses (including, but not limited to attorneys' fees) incurred in connection with the interim management of the Placement Helpers Franchised Business, other than those arising solely from the gross negligence or willful misconduct of Franchisor. Franchisor may delegate its responsibilities under this Section 16.8 to any designee, employee or agent of Franchisor, as Franchisor may direct.

16.9 Delay by Force Majeure. Franchisee shall provide Franchisor, within ten (10) days after the occurrence of an event that Franchisee believes is an event of Force Majeure, with notice of the specific nature and extent of the Force Majeure and an explanation as to how the event has delayed Franchisee's performance under this Agreement. The determination of whether an event of Force Majeure has occurred shall be made by Franchisor upon Franchisor's assessment of the event causing the delay. Franchisee shall provide Franchisor with continuing updates and all information requested by Franchisor regarding Franchisee's progress and diligence in responding to and overcoming the event of Force Majeure. If Franchisor determines that the Default is the result of an event of Force Majeure, the required date for performance by Franchisee shall be extended by the number of days equal to the number of days that the Force Majeure exists.

16.10 Termination by Franchisee. Franchisee may terminate this Agreement due to a material Default by Franchisor of its obligations under this Agreement, which Default is not cured by Franchisor within sixty (60) days after Franchisor's receipt of prompt written notice by Franchisee to Franchisor detailing the alleged Default with specificity; provided, that if the Default is such that it cannot be reasonably cured within such sixty (60) day period, Franchisor shall not be deemed in Default for so long as it commences to cure such Default within sixty (60) days and diligently continues to prosecute such cure to completion. This is a material term of this Agreement and a mediator shall not, and shall not have the power or authority to, waive, modify or change this requirement in any mediation proceedings or otherwise. If Franchisee terminates this Agreement pursuant to this Section, Franchisee shall comply with all of the terms and conditions of Article 17.

17. OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION.

17.1 General. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, upon the expiration or termination of Franchisee's rights granted under this Agreement, Franchisee shall immediately cease to use all Placement Helpers Trade Secrets, Placement Helpers Confidential Information, the Placement Helpers Marks, and any confusingly similar trademark, service mark, trade name, logotype, or other commercial symbol or insignia. Franchisee shall at its own cost immediately return the Placement Helpers Manuals and all written materials incorporating Placement Helpers Trade Secrets (including client lists) and all copies of any of the same to Franchisor.

17.2 Prior Payments. Franchisor may retain all fees paid to Franchisor pursuant to this Agreement, and Franchisee shall immediately pay any and all amounts remaining due to Franchisor and its Affiliates. If this Agreement terminates due to a Default by Franchisee, the amounts to be paid by Franchisee shall include all damages, and costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the Default, which obligation shall remain, until paid in full, a lien in favor of Franchisor against assets of the Placement Helpers Franchised Business. Franchisee hereby appoints Franchisor as its attorney in fact, with full power and authority to execute on Franchisee's behalf all documents necessary to obtain and perfect this lien.

17.3 Termination of Obligations and Rights. Following the termination or expiration of this Agreement, any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate. Likewise, any and all rights of Franchisee under this Agreement shall immediately cease and terminate and Franchisee shall immediately cease and thereafter refrain from representing itself as a then or former Franchisee or other Affiliates of Franchisor.

17.4 Electronic Communications and Media. The goodwill associated with all telephone and fax numbers, email addresses, domain names, Websites or web pages, social media and other Internet addresses used in operation of the Placement Helpers Franchised Business ("Electronic Communications and Media") is an asset that belongs to Franchisor. Franchisor shall have the option, exercisable by written notice within thirty (30) days after the cancellation, termination or expiration of this Agreement, to take an assignment of Electronic Communications and Media for the Placement Helpers Franchised Business. If Franchisor exercises this option, Franchisee will be deemed to have assigned to Franchisor or Franchisor designee all right, title and interest in and to these and/or services associated with the same. Franchisee shall notify the telephone company, domain name registrars and all listing agencies of the cancellation, termination or expiration of its right to use the Electronic Communications and Media associated with the Placement Helpers Franchised Business, and shall authorize their transfer to Franchisor. Franchisee hereby appoints Franchisor as its true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as may be necessary to effect an assignment of all Electronic Communications and Media for the Placement Helpers Franchised Business. This power of attorney is coupled with an interest and shall survive the cancellation, termination or expiration of this Agreement. Franchisee, by executing this Agreement, authorizes Franchisor and hereby appoints Franchisor and all of Franchisor's officers as Franchisee's attorney-in-fact to direct the telephone company, domain name registrars and all listing agencies to transfer the same to Franchisor, should Franchisee fail or refuse to do so. The telephone company, domain name registrars and all listing agencies may accept this Agreement as conclusive evidence of Franchisor's exclusive rights to the

Electronic Communications and Media and Franchisor's authority to direct their transfer. Franchisee must signed the instruments Franchisor requests to confirm the assignments and transfers to Franchisor. Franchisee shall not be entitled to any compensation from Franchisor if Franchisor exercises this option.

17.5 Purchase Placement Helpers Franchised Business Assets. Upon the expiration of this Agreement or the termination of this Agreement for any Default of Franchisee, Franchisor shall have the option, to be exercised by written notice to Franchisee within thirty (30) days after the Expiration Date or termination date, to purchase the all the tangible assets used or useful in the operation of the Placement Helpers Franchised Business (collectively, the "Placement Helpers Franchised Business Assets"). The purchase price for the Placement Helpers Franchised Business Assets (the "Purchase Price") shall be the "Fair Market Value" of the Placement Helpers Franchised Business Assets as determined under this Section 17.5. "Fair Market Value" means the price that a willing buyer would pay to a willing seller when neither is acting under compulsion and when both have reasonable knowledge of the relevant facts on the date the option is first exercisable (the "Exercise Date"), provided that the Fair Market Value shall not contain any amount for any trademark, service mark or other commercial symbol used in connection with the operation of the Placement Helpers Franchised Business or for any goodwill for the Placement Helpers Franchised Business. Franchisee agrees that client lists are Trade Secrets of the Franchisor and Franchisee shall receive no value whatsoever for current clients, client lists, or for any business generated by Franchisee. Any assets purchased hereunder which do not meet quality standards of Franchisor may also be excluded from the Purchase Price or ascribed no value. The Parties shall use their best efforts to mutually agree upon the Fair Market Value. If they are unable to so agree within thirty (30) days after the Exercise Date, Franchisor shall appoint, within forty (40) days of the Exercise Date, one (1) appraiser, and Franchisee shall appoint within forty (40) days of the Exercise Date, one (1) appraiser. The two (2) appraisers shall within a period of five (5) additional days, agree upon and appoint an additional appraiser. The three (3) appraisers shall, within sixty (60) days after the appointment of the third appraiser, determine the Purchase Price in writing and submit their report to the Parties. The Purchase Price shall be determined by disregarding the appraiser's valuation that diverges the greatest from each of the other two (2) appraisers' valuations, and the arithmetic mean of the remaining two (2) appraisers' valuations shall be the Purchase Price. The Parties shall each pay for the services of the appraiser they select, plus one half (1/2) of the fee charged by the third appraiser, and one half (1/2) of all other costs relating to the determination of the Purchase Price. The Purchase Price as so determined shall be payable as Franchisor and Franchisee mutually agree. If they are unable to so agree within ten (10) days after final determination of the Purchase Price, fifty percent (50%) of the Purchase Price shall be payable in cash and the remaining fifty percent (50%) of the Purchase Price shall be paid in eighty-four (84) equal monthly payments and shall bear interest at a rate equal to the greater of the prime rate of interest, as published by the Western Edition of the Wall Street Journal, plus three percent (3%), OR ten percent (10%) per annum, but in no event in excess of the maximum rate permitted by Applicable Law. Payment of the portion of the Purchase Price not paid in cash shall be secured by a security interest in the Placement Helpers Franchised Business Assets.

17.6 Survival of Obligations. Termination or expiration of this Agreement shall be without prejudice to any other rights or remedies that Franchisor or Franchisee, as the case may be, shall have in law or in equity, including, without limitation, the right to recover benefit of the bargain damages. In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which by their nature or expressly constitute post-termination or post-expiration covenants and agreements, including the obligation of Franchisor and Franchisee to attempt to resolve all disputes by mediation, shall survive the termination or expiration of this Agreement.

17.7 No Ownership of Placement Helpers Marks. Franchisee acknowledges and agrees that the rights to the Placement Helpers Marks and the use of the Placement Helpers Marks shall be and remain the property of Franchisor. Franchisee acknowledges and agrees that any use of the Placement Helpers Marks after the termination or expiration of this Agreement shall constitute an unauthorized use of an identical mark and shall entitle Franchisor to damages due to, but not limited to, trademark infringement and counterfeiting.

17.8 Government Filings. If Franchisee has registered any of the Placement Helpers Marks or the name Placement Helpers or Placement Helpers as part of an assumed, fictitious or corporate name, Franchisee shall promptly amend those registrations to delete the Placement Helpers Marks and any confusingly similar marks or names.

17.9 Continue Client Care. Franchisee agrees that upon termination or expiration of this Agreement it will cooperate with the Franchisor or with the Franchisor's designee to ensure the continued care of the Placement Helpers Franchised Business' clients. At the Franchisor's or its designee's option, Franchisee's obligations include, but are not limited to, providing Franchisor or its designee with a list of all of Franchisee's current, former and prospective clients, assigning without charge all client contracts to the Franchisor or its designee, providing the Franchisor or its designee access to all client files, authorizing or releasing all staff from employment contracts to allow them to work for the Franchisor or for its designee, assisting and cooperating with Franchisor or its designee to effectuate an efficient, professional and orderly, transition of client servicing functions to Franchisor or its designee.

17.10 Security Interest. Franchisee acknowledges and agrees that in addition to any other rights and remedies to which Franchisor and its Affiliates may be entitled, Franchisor and its Affiliates may enforce any rights and remedies of a secured party under the UCC as enacted in the state where the Protected Area is located, pursuant to the security interest granted in Section 4.10, without notice to Franchisee. Franchisee hereby waives and releases Franchisor and its Affiliates from any and all claims in connection therewith and arising therefrom. At the request of Franchisor or its Affiliates following the event of a Default, Franchisee shall assemble and make available to Franchisor and its Affiliates all products and goods in which Franchisor or its Affiliates have been granted a security interest at a place to be designated by Franchisor or its Affiliates which is reasonably convenient to both Parties.

17.11 Damages. Franchisee shall pay Franchisor, within thirty (30) days following the termination of this Agreement, an amount equal to the product of (i) the Placement Helpers Franchised Business' monthly Royalty Fees during the twelve (12) months immediately preceding the effective date of the termination multiplied by (ii) two (2) years, unless the remainder of the Initial Term or Renewal Term then in effect is for less than two (2) years, in which case the number of actual months of the Initial Term or Renewal Term then in effect shall be the multiplier. In this regard, Franchisor and Franchisee acknowledge and agree that it would be impossible and impracticable to determine the precise amount of damages Franchisor will incur upon the termination of this Agreement due to the complications inherent in determining the amount of revenue lost by Franchisor because of the uncertainty regarding the number of months left to complete the Initial Term, the uncertainty regarding the Gross Revenue of the Placement Helpers Franchised Business during the remainder of the Initial Term or Renewal Term, and the amount of Royalty Fees Franchisee would have paid Franchisor based upon such Gross Revenue, and the like. Franchisor and Franchisee further acknowledge and agree that this calculation of Franchisor's potential damages is a reasonable, good-faith estimate of such damages. If Franchisor is unable to make this calculation because of Franchisee's failure to report the Gross Revenue of the Placement Helpers Franchised Business' as required by this Agreement, Franchisor may estimate the Gross

Revenue of the Placement Helpers Franchised Business' for the applicable period based upon the historical financial information available to Franchisor at such time.

18. INDEPENDENT CONTRACTOR AND INDEMNIFICATION.

18.1 No Fiduciary Relationship. This Agreement does not create a fiduciary relationship between the Parties. Franchisee shall be an independent contractor, and nothing in this Agreement is intended to constitute or appoint either Party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

18.2 Public Notice of Independent Status. Franchisee shall conspicuously identify itself in all dealings with its clients, contractors, suppliers, public officials, and others, as an independent Franchisee of Franchisor, and shall place the notice of independent ownership on all forms. Franchisor shall have the right to specify the language of any notice.

18.3 Independent Contractor. Franchisee acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligations in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any action, nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Placement Helpers Franchised Business or for any claim or judgment arising therefrom against Franchisee or Franchisor.

18.4 Indemnification. Franchisee and its Owners and Affiliates (collectively, the "Indemnitors") shall indemnify, defend and hold harmless to the fullest extent permitted by Applicable Law, Franchisor and its Constituents (collectively, the "Indemnitees"), from any and all "Losses and Expenses" incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof (collectively, an "Indemnifiable Claim") which arises directly or indirectly from, as a result of, or in connection with Franchisee's operation of the Placement Helpers Franchised Business and regardless of whether the Indemnifiable Claim or the Losses and Expenses resulted from any strict or vicarious liability imposed by law on Franchisee; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence of Franchisor (except to the extent that joint liability is involved, in which event the indemnification provided for in this Section 18.4 shall extend to any finding of comparative negligence or contributory negligence attributable to Franchisee). For the purpose of this Section 18.4, the term "Losses and Expenses" shall mean and include compensatory, exemplary, or punitive damages, fines and penalties, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, compensation for damages to a Party's reputation and goodwill, and all other costs associated with any of the foregoing Losses and Expenses.

18.4.1 The Indemnitees shall give the Indemnitors prompt notice of any Indemnifiable Claim of which the Indemnitees are aware for which indemnification is required under this Section 18.4. The notice shall specify whether the Indemnifiable Claim arises as a result of an Indemnifiable Claim by a third party against the Indemnitees (a "Third Party Claim") or whether the Indemnifiable Claim does not result from an Indemnifiable Claim by a third party against the Indemnitees (a "Direct Claim"), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Indemnifiable Claim and the amount of the Indemnifiable Claim, if known. If, through the fault of the Indemnitees, the Indemnitors do not receive notice of any Indemnifiable Claim in time to effectively contest the determination of any Losses and Expenses susceptible of being contested, the Indemnitors shall be entitled to set off against the amount claimed by the Indemnitees the amount of any Losses and Expenses incurred by the Indemnitors resulting from the Indemnitees' failure to give such notice on a timely basis.

18.4.2 With respect to Third Party Claims, the Indemnitors shall have the right, at their expense and at their election, to assume control of the negotiation, settlement and defense of Third Party Claims through counsel of their choice. The election of the Indemnitors to assume such control shall be made within thirty (30) days after the Indemnitors' receipt of notice of a Third Party Claim. If the Indemnitors elect to assume control, the Indemnitors shall do so at the Indemnitors' sole expense. The Indemnitees shall have the right to be informed and consulted with respect to the negotiation, settlement or defenses of the Third Party Claim and to retain counsel to act on the Indemnitees' behalf, at the Indemnitees' sole expense, unless the Indemnitors consent to the retention of the Indemnitees' counsel at the Indemnitors' expense or unless the Indemnitors and the Indemnitees are both named in any action or proceeding and the representation of both the Indemnitors and the Indemnitees by the same counsel would be appropriate because of the absence of any actual or potential differing interests between them (such as the availability of different defenses).

18.4.3 If the Indemnitors elect to assume control, but thereafter fail to defend the Third Party Claim within a reasonable time, the Indemnitees shall be entitled to assume control and the Indemnitors shall be bound by the results obtained by the Indemnitees with respect to the Third Party Claim. If any Third Party Claim is of a nature that the Indemnitees are required by Applicable Law to make a payment to any claimant with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnitees may make such payment and the Indemnitors shall, within thirty (30) days after demand by the Indemnitees, reimburse the Indemnitees for the amount of the payment. If the Indemnitees' liability under the Third Party Claim, as finally determined, is less than the amount paid by the Indemnitors to the Indemnitees, the Indemnitees shall, within thirty (30) days after receipt of the difference from the claimant, pay the difference to the Indemnitors.

18.4.4 If the Indemnitors fail to assume control of the defense of any Third Party Claim, the Indemnitees shall have the exclusive right to consent, settle or pay the amount claimed. Whether or not the Indemnitors assume control of the negotiation, settlement or defenses of any Third Party Claim, the Indemnitors shall not settle any Third Party Claim without the written consent of the Indemnitees, which consent shall not be unreasonably withheld or delayed. The Indemnitees and the Indemnitors shall cooperate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect to Third Party Claims (including supplying copies of all relevant documentation promptly as they become available).

18.4.5 With respect to Direct Claims, following receipt of notice from the Indemnitees of the Direct Claim, the Indemnitors shall have thirty (30) days to make such investigation of the Direct Claim as is considered necessary or desirable. For the purpose of the investigation, the Indemnitees shall make available to the Indemnitors the information relied upon by the Indemnitees to substantiate the Direct Claim, together with all other information that the Indemnitors may reasonably request. If the Indemnitors and the Indemnitees agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of a Direct Claim, the Indemnitors shall immediately pay the Indemnitees the full agreed upon amount of the Direct Claim. If the Indemnitors fails to pay the same, the matter shall be resolved in the manner described in Article 15.

18.4.6 The Indemnitees shall exert commercially reasonable efforts to mitigate the Losses and Expenses upon and after becoming aware of any Indemnifiable Claim which could reasonably be expected to give rise to the payment of Losses and Expenses.

19. DISPUTE RESOLUTION.

19.1 Judicial Relief. The Parties agree that disputes arising out of or relating to this Agreement shall be brought in the state or federal Courts in a county in which Franchisor has a principal place of business at the time the action is initiated. To the fullest extent that the Parties may do so under Applicable Law, the Parties waive the defense of inconvenient forum to the maintenance of an action in these Courts and agree not to commence any action of any kind except in these Courts. This Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of California, and if the Placement Helpers Franchised Business is located outside of California and such provision would be enforceable under the Applicable Laws of the state in which the Placement Helpers Franchised Business is located, then such provision shall be interpreted and construed under the Applicable Laws of that state. Nothing in this Section 19.1 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of any state to which it would not otherwise be subject.

19.2 Waivers. The Parties agree, to the extent permitted by Applicable Law, that any legal action of any kind by either Party arising out of or relating to this Agreement or its breach must be commenced by no later than the last to occur of the following: (i) one hundred eighty (180) days after obtaining knowledge of the facts which constituted or gave rise to the alleged violation or liability; or (ii) one year after the act, event, occurrence or transaction which constituted or gave rise to the alleged violation or liability. Franchisor and Franchisee, for themselves, and for and on behalf of the Owners, respectively, hereby waive to the fullest extent permitted by Applicable Law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, Franchisor and Franchisee shall each be limited to recovering only the actual damages proven to have been sustained by that Party, except as provided in Section 19.4.

19.3 Specific Performance. The Parties acknowledge that each Party would be irreparably damaged if the provisions of this Agreement were not capable of being specifically enforced, and for this reason, the Parties agree that the provisions of this Agreement shall be specifically enforceable. The Parties further agree that any act or failure to act which does not strictly comply with the provisions and conditions of this Agreement may be specifically restrained, and that the equitable relief provided for in this Agreement shall not in any way limit or deny any other remedy at law or in equity that either Franchisor or Franchisee might otherwise have.

19.4 Injunctive Relief. Franchisee acknowledges and agrees that irreparable harm could be caused to Franchisor by Franchisee's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Franchisee's use of the Placement Helpers Marks and Confidential Information (including any proprietary software used in connection with the Placement Helpers Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Franchisee's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Placement Helpers Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) prohibit any act or omission by Franchisee or its employees that constitutes a violation of Applicable Law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Franchisee's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Franchisee waives all damage claims if the injunction is wrongfully issued.

19.5 Exclusive Remedy. In no event shall either Party make or have any claim for money damages based on any claim or assertion that the other Party has unreasonably withheld, conditioned or delayed any consent, approval or authorization required under this Agreement. Each Party waives any claim for damages. Neither Party may claim any damages by way of setoff, counterclaim or defense. Each Party's sole remedy for such a claim shall be an action or proceeding to enforce the provisions of this Agreement, for specific performance or for declaratory judgment.

19.6 Attorneys' Fees. In any legal action or proceeding brought to enforce any provision of this Agreement or arising out of, or in connection with, this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs in addition to any other relief that may be awarded by a court of competent jurisdiction.

19.7 No Withholding of Payments. Franchisee shall not withhold all or any part of any payment to Franchisor or any of its Affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's Affiliates allegedly may owe Franchisee under this Agreement or any related agreements.

19.8 WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

19.9 WAIVER OF CLASS ACTIONS OR OTHER COLLECTIVE ACTIONS. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE PLACEMENT HELPERS FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN FRANCHISEE, FRANCHISEE'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

19.10 Waiver of Punitive Damages. Franchisee hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Franchisee's recovery is limited to actual damages. Except for any damages or losses incurred by Franchisor as a result of or arising out of any of Franchisee's (i) breach of its non-compete or confidentiality obligations under this Agreement, (ii) misuse or breach of its obligations under this Agreement as it relates to or arises out of the Placement Helpers Marks or the System, (iii) fraud or willful misconduct, or (iv) any other illegal conduct or bad faith actions, Franchisor hereby waives to the fullest extent permitted by law, any right to or claim for any punitive damages (and only punitive damages) against Franchisee arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise).

19.11 Consequential Damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, Franchisee's waiver of any right to claim any consequential damages. Nothing in this Section 19.11 or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the Term if it is terminated due to Franchisee's default, which the Parties agree and acknowledge Franchisor may claim under this Agreement.

19.12 Survival. The provisions of this Article 19 shall survive the expiration, termination or non-renewal of this Agreement.

20. NOTICES.

All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery with a guaranteed tracking facility, by certified mail, by facsimile transmission or by electronic transmission (email). Service shall be deemed conclusively made (i) at the time of service, if personally served; (ii) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (iii) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid; (iv) on the day of facsimile transmission to the facsimile number given below if confirmation of receipt is obtained by the sender promptly after completion of facsimile transmission; and (v) on the day of electronic transmission to the email address given below if confirmation of receipt is obtained by the sender promptly after completion of electronic transmission. Notices and demands shall be given to the respective Parties at the following addresses, unless and until a different address has been designated by written notice to the other Party:

Notices to Franchisor:

Placement Helpers Franchise Systems, LLC
680 E. Colorado Boulevard, Suite #180 and 2nd Floor
Pasadena, California 91101
Attention: Chief Operating Officer

With a copy to (which shall not constitute notice):

Tal Grinblat, Esq.
Lewitt, Hackman, Shapiro, Marshall and Harlan
16633 Ventura Boulevard, 11th Floor
Encino, California 91436

Notices to Franchisee:

____
____
____
____
Attention: ________________

Either Party may change its address for the purpose of receiving notices, demands and other communications provided by a written notice given in the manner aforesaid to the other Party.

21. ACKNOWLEDGMENTS.

21.1 Waiver and Delay. No waiver by Franchisor of any Default, or series of Defaults in performance by Franchisee, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it under this Agreement or under any agreement between the Parties, whether entered into before, after or contemporaneously with the execution of this Agreement, or to insist upon strict compliance with or performance of Franchisee's obligations under this Agreement or any Franchise Agreement or other agreement between the Parties, whether entered into before, after or contemporaneously with the execution of this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

21.2 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the Parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

21.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Franchisee and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained in this Agreement.

21.4 Joint and Several Liability. If Franchisee consists of more than one Owner, the obligations and liabilities of each Person or Entity to Franchisor are joint and several.

21.5 Entire Agreement. This Agreement and the Exhibits contain all of the terms and conditions agreed upon by the Parties concerning the subject matter of this Agreement. No other agreements concerning the subject matter of this Agreement, written or oral, shall be deemed to exist or to bind either of the Parties and all prior agreements, understandings and representations are merged into this Agreement and superseded by this Agreement. No officer or employee or agent of Franchisor has any authority to make any representation or promise not included in this Agreement. This Agreement cannot be modified or changed except by written instrument signed by both of the Parties. Nothing in this Agreement or any related agreement, however, is intended to disclaim the representations made in the Placement Helpers Franchise Disclosure Document previously furnished to Franchisee.

21.6 Titles and Recitals. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement. The Recitals set forth in Recitals A and B of this Agreement are true and correct and are hereby incorporated by reference into the body of this Agreement.

21.7 Gender and Construction. The terms of all Exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full in this Agreement. All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any Article or Section in this Agreement may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense.

Unless otherwise expressly provided in this Agreement to the contrary, any consent, approval, acceptance or authorization of Franchisor or Franchisee that may be required under this Agreement shall be in writing and shall not be unreasonably withheld, conditioned or delayed by the Party whose consent, approval, acceptance or authorization has been requested. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, on any occasion where Franchisor is required or permitted to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of both Parties. The Parties intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

21.8 Severability; Modification. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in that event, the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of Applicable Law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

21.9 Area Development Agreement. This Section 21.9 is only applicable if Franchisee or its Affiliates have entered into an Area Development Agreement (a "Development Agreement") with Franchisor. Franchisor and Franchisee acknowledge and agree that the Development Agreement contains certain negotiated provisions which are intended to apply to, and modify, future franchise agreements entered into by the Parties. Therefore, notwithstanding anything to the contrary set forth in this Agreement, to the extent any provision in the Development Agreement contradicts any provision in this Agreement, or is in addition to any provision of this Agreement, the Development Agreement shall control to the extent of such inconsistency or addition. Franchisor and Franchisee further acknowledge and agree that this Section 21.9 has been added at the request and for the convenience and benefit of both Parties and with advice of counsel. Accordingly, both Franchisor and Franchisee shall work in good faith to resolve any disputes regarding the application or intent of the Development Agreement and future franchise agreements entered into by the Parties. Should a dispute arise as to the application or intent of the Development Agreement as it pertains to this Agreement, the Parties shall resolve the dispute in accordance with Article 19 of this Agreement.

21.10 Counterparts and Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

21.11 Electronic Execution and Copies. This Agreement and all Exhibits to this Agreement may be signed electronically by the Parties and Electronic Signatures appearing on this Agreement and the Exhibits shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Exhibits. An executed copy of this Agreement (or any portion of this Agreement) may be delivered by either of the Parties by facsimile, electrical, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission (collectively, "electronic"), and delivery will be effective and binding upon the Parties, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement. Franchisee acknowledges and agrees that Franchisor may create an electronic record of any or all agreements, correspondence or other communications between the Parties or involving third parties and may thereafter dispose of or destroy the original of any of the agreements, correspondence or other communications. Any such electronic record will be inscribed on a tangible medium or stored in an electronic or other medium and be retrievable in perceivable form, and will be maintained in and readable by hardware and software generally available. Notwithstanding any Applicable Law to the contrary, any electronic version of this Agreement or any other agreements, correspondence or other communications between the Parties will have the same legal effect, validity and enforceability as an original of any document, even if the original of the document has been disposed of or intentionally destroyed.

21.12 Intent to Comply. Franchisee, and its Owners, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution of this Agreement, that they have obtained the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply with the terms of this Agreement and be bound by the terms of this Agreement.

21.13 Submission of Agreement. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon its execution by Franchisor and Franchisee. This Agreement shall not be binding on Franchisor unless and until it shall have been accepted and signed on its behalf by an authorized officer of Franchisor.

21.14 Business Judgment. Notwithstanding any provision in this Agreement to the contrary, Franchisee and the Owners acknowledge and agree that:

21.14.1 This Agreement (and the relationship of the Parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions or refrain from taking actions not inconsistent with the explicit rights and obligations of Franchisee and the Owners hereunder that may affect Franchisee and the Owners' interests favorably or adversely. Franchisor shall use its business judgment in exercising such discretion based on its assessment of its own interests and balancing those interests against the interests, promotion, and benefit of the Placement Helpers System and other Placement Helpers Franchisees, Placement Helpers Franchised Businesses generally, and specifically without considering the individual interests of Franchisee or the Owners or the individual interests of any other Placement Helpers Franchisee. Franchisee and the Owners acknowledge and agree that Franchisor shall have no liability to Franchisee or the Owners for the exercise of its discretion in this manner; and even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification, no trier of fact in any legal action shall substitute his or her judgment for Franchisor's judgment so exercised and no such action or decision shall be subject to challenge for abuse of discretion. If Franchisor takes any action or Franchisor chooses not to take any action in its discretion with regard to any matter related to this Agreement and its actions or inaction are challenged for any reason, the Parties expressly direct the trier of fact to find that Franchisor's reliance on a business reason in the exercise of its discretion is to be viewed as a reasonable and proper exercise of its discretion, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

21.14.2 In granting its approval of the office, designating suppliers, setting standards and the like, Franchisor shall exercise its Business Judgment. However, in the exercise of its Business Judgment, Franchisor shall not be liable to Franchisee or the Owners or anyone else, if Franchisor's exercise of its Business Judgment results in a business loss or if the products or services provided fail to meet the expectations of Franchisor, Franchisee, the Owners or other parties. Franchisor disclaims all warranties and liability for the acts or omissions of any contractors, vendors, suppliers, products or employees which Franchisee uses, purchases, retains or hires pursuant to Franchisor's exercise of its Business Judgment.

21.14.3 If Applicable Law implies a covenant of good faith and fair dealing in this Agreement, the Parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if Applicable Law shall imply the covenant, Franchisee agrees that: (i) this Agreement (and the relationship of the Parties that is inherent in this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations under this Agreement that may affect favorably or adversely Franchisee's interests; (ii) Franchisor will use its judgment in exercising the discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests of the Placement Helpers Franchisees generally (including Franchisor and its Affiliates if applicable), and specifically without considering Franchisee's individual interests or the individual interests of any other particular Placement Helpers Franchisee; (iii) Franchisor will have no liability to Franchisee for the exercise of Franchisor's discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for Franchisor's judgment so exercised.

21.15 Copy of Agreement. Franchisee acknowledges that it received a copy of this Agreement, the Exhibits attached to this Agreement and all other agreements relating hereto, if any, with all of the blank lines filled in, at least seven (7) days prior to the Effective Date.

21.16 No Third Party Beneficiaries. Except as expressly provided to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer on any Person or Entity other than Franchisee, Franchisor, Franchisor's officers, directors and personnel and such of Franchisee's and Franchisor's respective successors and assigns that may have any rights or remedies under or as a result of this Agreement.

21.17 Franchise Disclosure Document. Franchisee acknowledges that it has received a copy of the complete Placement Helpers Franchise Disclosure Document which contains a copy of this Agreement, at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

21.18 Atypical Terms. Franchisee acknowledges and agrees that Franchisor may modify the offer of its franchises to other Placement Helpers Franchisee in any manner and at any time, which offers have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement. Franchisee further acknowledges and agrees that Franchisor has made no warranty or representation that all Placement Helpers Franchise Agreements previously issued or issued after this Agreement by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Franchisor may, in its reasonable business judgment and its sole and absolute discretion, due to local business conditions or otherwise, waive or modify comparable provisions of other Franchise Agreements previously executed or executed after the Effective Date with other Placement Helpers Franchisee in a non-uniform manner.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

FRANCHISOR:

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
A California limited liability company

By: ___________________________________
Name: ________________________________
Title: _________________________________

FRANCHISEE:

____
[Print Name of Franchisee Entity]

By: _____________________________________
Name: ___________________________________
Title: ____________________________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

EXHIBIT A
FRANCHISE INFORMATION

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

EXHIBIT A
FRANCHISE INFORMATION

EFFECTIVE DATE: ____.

NAME OF FRANCHISEE: ____.

ADDRESS OF OFFICE: ____.

NOTICE ADDRESS FOR FRANCHISEE: ____

____

EMAIL: ____.

COMMENCEMENT DATE: ____.

EXPIRATION DATE: ____.

INITIAL FRANCHISE FEE: ____.

PROTECTED AREA: ____
____
____
____
____
____
____
____
____

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Exhibit A on the Effective Date.

FRANCHISOR:

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
A California limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________

FRANCHISEE:

____
[Print Name of Franchisee Entity]

By: ____
Name: ______________________________________
Title: ______________________________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

EXHIBIT B
ENTITY INFORMATION DISCLOSURE

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

EXHIBIT B
ENTITY INFORMATION DISCLOSURE

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):

[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): ___________________________

State of incorporation/organization: ___________________

Name of Franchisee entity: __________________________

(2) Franchisee shall provide to Franchisor concurrently with the execution of the Franchise Agreement true and accurate copies of its charter documents including Articles of Incorporation/Organization, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution of this Agreement and any amendments to the foregoing (the "Entity Documents").

(3) Franchisee promptly shall provide all additional information that Franchisor may from time to time request concerning all persons who may have any, direct or indirect, financial interest in Franchisee.

(4) The name and address of each Owner is:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(5) The names, addresses and titles of the Owners who will be devoting their full time to the Placement Helpers Franchised Business are:

NAME	ADDRESS	TITLE

(6) The address where Franchisee's financial records and Entity Documents are maintained is: ____.

(7) The Principal Owner is ____.

(8) Franchisee represents and warrants to Franchisor, as an inducement to Franchisor's execution of the Franchise Agreement, that the information set forth in this Entity Information Disclosure is true, accurate and complete in all material respects on the Effective Date and that Franchisee shall provide Franchisor with all additional information Franchisor may request with respect to the partners, shareholders and members of Franchisee and the ownership of Franchisee upon demand by Franchisor. In addition, Franchisee shall notify Franchisor within ten (10) days of any change in the information set forth in this Entity Information Disclosure and shall provide Franchisor with a revised Entity Information Disclosure certified by Franchisee to be true, correct and complete in all material respects. Franchisor grants Franchisee the rights in the Franchise Agreement in reliance upon each and all of the terms of this Entity Information Disclosure.

IN WITNESS WHEREOF, the Parties have executed this Exhibit B on the Effective Date.

FRANCHISOR:

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
A California limited liability company

By: ______________________________
Name: ____________________________
Title: _____________________________

FRANCHISEE:

____
[Print Name of Franchisee Entity]

By: __________________________________
Name: ________________________________
Title: _________________________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

EXHIBIT C
GUARANTEE OF FRANCHISE AGREEMENT

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

EXHIBIT C
GUARANTEE OF FRANCHISE AGREEMENT

The undersigned ("Guarantors") have requested PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, a California limited liability company, doing business as "Placement Helpers " ("Franchisor"), to enter into a Franchise Agreement dated ________________ (the "Franchise Agreement") with ____________________________________ ("Franchisee"). In consideration for, and as an inducement to, Franchisor's execution of the Franchise Agreement, Guarantors hereby grant this guarantee (this "Guarantee") and agree as follows:

1. "Obligations" means and includes any and all obligations of Franchisee arising under or pursuant to the Franchise Agreement and all other obligations, whether now existing or hereafter arising, of Franchisee to Franchisor of whatever nature. Capitalized terms not defined in this Guarantee shall have meanings set forth in the Franchise Agreement.

2. Guarantors irrevocably and unconditionally, fully guarantee to Franchisor the prompt, full and complete payment of any and all Obligations of Franchisee to Franchisor and the performance of any and all obligations of Franchisee including, without limitation, obligations under the Franchise Agreement or any other agreement, instrument or document relating to, evidencing or securing any Obligations.

3. If Franchisee fails to pay any of the Obligations, Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, pay all of the Obligations in like manner as if the Obligations constituted the direct and primary obligation of Guarantors. Guarantors agree that if any obligation, covenant or agreement contained in the Franchise Agreement is not observed, performed or discharged as required by the Franchise Agreement (taking into consideration any applicable cure periods), Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, to observe, perform or discharge the obligation, covenant or agreement in like manner as if the same constituted the direct and primary obligation of Guarantors.

4. No exercise or non-exercise by Franchisor of any right under this Guarantee, no dealing by Franchisor with Franchisee or any other Person and no change, impairment or suspension of any right or remedy of Franchisor shall in any way affect any Obligations of Guarantors under this Guarantee or give Guarantors any recourse against Franchisor. Without limiting the generality of the foregoing, Guarantors agree that, regardless of whether Franchisor gives notice thereof or obtains the consent of Guarantors thereto, Guarantors' liability under this Guarantee shall not be released, extinguished or otherwise reduced in any way by reason of (i) any amendment, modification, renewal, extension, substitution or replacement of the Franchise Agreement or of any of the Obligations, in whole or in part; (ii) any acceptance, enforcement or release by Franchisor of any security for the Franchise Agreement or of any of the Obligations, any addition, substitution or release of any of the Guarantors, or any enforcement, waiver, surrender, impairment, release, compromise or settlement of any matter with respect to the Franchise Agreement or the Obligations or any security therefore; (iii) any assignment of this Guarantee, in whole or in part by Franchisor, or any Assignment or transfer of the Franchise Agreement (or any of them) by Franchisor or Franchisee; (iv) the invalidity or unenforceability of any provision of the Franchise Agreement or any of the Obligations; or (v) any failure, omission or delay of Franchisor in enforcing the Franchise Agreement, the Obligations or this Guarantee.

5. Guarantors waive and agree not to assert or take advantage of (i) any right to require Franchisor to proceed against Franchisee or any other Person, firm or corporation or to proceed against or exhaust any security held by Franchisor at any time or to pursue any other remedy in Franchisor's power; (ii) any statute of limitations in any action under this Guarantee to collect any Obligations guaranteed hereby; (iii) any defense that may arise by reason of Franchisee's incapacity, lack of authority, insolvency or bankruptcy or Franchisor's failure to file or enforce a claim against the estate (either in bankruptcy or other proceeding) of Franchisee, any other or others; (iv) any defense arising out of any alteration of the Franchise Agreement or the Obligations; (v) notice of Franchisee's Default in the payment or performance of any of the Obligations; (vi) demand, protest and notice of any kind including, without limitation, notice of acceptance, notice of the existence, creation or incurring of new or additional Obligations or obligations or of any action or non-action on the part of Franchisee, Franchisor, any endorser, creditor of Franchisee or Guarantors under this or any other instrument, or any other Person, in connection with any obligation or evidence of Obligations held by Franchisor or in connection with any Obligations hereby guaranteed; (vii) all rights and defenses arising out of an election of remedies by Franchisor, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantors' rights of subrogation and reimbursement against Franchisee by operation of Applicable Law or otherwise; (viii) any duty of Franchisor to disclose to Guarantors any facts that Franchisor may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that those facts materially increase the risk beyond that which Guarantors intends to assumes or has reason to believe that the facts are unknown to Guarantors or has a reasonable opportunity to communicate the facts to Guarantors, it being understood and agreed that Guarantors is responsible to be and to keep informed of Franchisee's financial condition and of all circumstances bearing on the risk of nonpayment of any Obligations hereby guaranteed; and (ix) any right to the benefit of or to direct the application of any security held by Franchisor.

6. Until all Obligations to Franchisor are paid in full and fully performed, Guarantors shall have no right of subrogation and waive any right to enforce any remedy that Franchisor now has or may hereafter have against Franchisee. All existing or future indebtedness of Franchisee to Guarantors and any right to withdraw capital invested in Franchisee by Guarantors are hereby subordinated to all Obligations.

7. Guarantors' liabilities and all rights, powers and remedies of Franchisor under this Guarantee and under any other agreement now or at any time hereafter in force between Franchisor and Guarantors shall be cumulative and not alternative and the rights, powers and remedies shall be additional to all rights, powers and remedies given to Franchisor by Applicable Law. Without limiting the generality of anything contained in this Guarantee, Guarantors waive and agree not to assert or take advantage of: (i) all rights described in California Civil Code Section 2856(a)(1) through (3), inclusive, including, without limitation, any rights and defenses which are or may become available to Guarantors by reason of California Civil Code Sections 2787 through 2855, inclusive; and (ii) California Civil Code Section 2899.

8. The liability of Guarantors under this Guarantee shall be an absolute, direct, immediate and unconditional continuing guarantee of payment and performance and not of collection. Guarantors' obligations under this Guarantee are independent of Franchisee's obligations. This is a continuing Guarantee. It shall be irrevocable during the Initial Term, the Renewal Term of the Franchise Agreement and through any extensions, amendments, modifications, substitutions or replacements of the Franchise Agreement and until all Obligations has been fully paid and the Obligations have been fully performed. In the event of any Default under this Guarantee, a separate action and/or successive actions may be brought and prosecuted against Guarantors regardless of whether action is brought against Franchisee or whether Franchisee is joined in any action or actions. Franchisor may maintain successive actions for other Defaults. Franchisor's rights under this

Guarantee shall not be exhausted by Franchisor's exercise of any rights or remedies or by any action or by any number of successive actions until and unless all Obligations have fully been paid and performed. The obligations of Guarantors shall be primary and are independent of the obligations of Franchisee and Franchisor may directly enforce its rights under this Guarantee without proceeding against or joining Franchisee or any other Person or Entity, or applying or enforcing any security of the Franchise Agreement. Guarantors acknowledge and agree that Guarantors shall, and hereby are, bound by each and all of the confidentiality and non-competition provisions of the Franchise Agreement.

9. Neither any provision of this Guarantee nor right of Franchisor under this Guarantee can be waived, nor can Guarantors be released from Guarantors' obligations under this Guarantee except by a written agreement executed by Franchisor. If any provision or portion of any provision of this Guarantee is found by a court of competent jurisdiction to be illegal or unenforceable, all other provisions shall, nevertheless, remain enforceable and effective. This Guarantee constitutes the entire agreement of Guarantors and Franchisor with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall bind Franchisor unless expressed in this Guarantee.

10. All written notices permitted or required under this Guarantee shall be deemed given and delivered in accordance with Article 20 of the Franchise Agreement. Notices to Guarantors shall be sent to the address set forth below each Guarantor's signature below.

11. This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Guarantee with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Guarantee for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Guarantee. In addition, this Guarantee may be signed electronically by Guarantors and electronic signatures appearing on this Guarantee shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Guarantee.

12. Disputes arising out of or relating to this Guarantee shall be brought in the state or federal courts in a county in California in which Franchisor has a principal place of business at the time the action is initiated. This Guarantee shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Guarantee would not be enforceable under the laws of California, and if the Placement Helpers Franchised Business is located outside of California and such provision would be enforceable under the Applicable Laws of the state in which the Placement Helpers Franchised Business is located, then such provision shall be interpreted and construed under the Applicable Laws of that state. Nothing in this Section 12 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of the state of California to which it would not otherwise be subject.

Executed by or on behalf of Guarantors on the date set forth below.

____________________________________ Date: ____________________

____________________________________ Date: ____________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE AGREEMENT

EXHIBIT D
DEBIT AUTHORIZATION FORM

AUTHORIZATION AGREEMENT FOR PREARRANGED PAYMENTS
(DIRECT DEBITS)

The undersigned franchisee/depositor ("Depositor") hereby (1) authorizes PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, doing business as "Placement Helpers" and its Affiliates ("Franchisor") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account indicated below and (2) authorizes the depository designated below ("Depository") to debit such account pursuant to Franchisor's instructions.

______________________________	______________________________
Depository	Branch
______________________________	______________________________
City and State	Zip Code
______________________________	______________________________
Bank Transit /ABA Number	Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Franchisor and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository shall provide Franchisor and Depositor with thirty (30) days prior written notice of the termination of this authority. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or forty-five (45) days after posting, whichever comes first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error, and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws. Depositor shall be responsible for all charges assessed by Depository to process all debit entries and/or credit corrections entries to the undersigned's checking and/or savings account initiated by Franchisor. Franchisor will credit Depositor for fees if error is deemed to be caused by Franchisor.

______________________________	______________________________
DEPOSITOR (Print Name)	DEPOSITORY (Print Name)
By: ______________________________	By: ______________________________
Its: ______________________________	Its: ______________________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT B
AREA DEVELOPMENT AGREEMENT AND EXHIBITS

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC

AREA DEVELOPMENT AGREEMENT

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
AREA DEVELOPMENT AGREEMENT

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EXHIBITS

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
AREA DEVELOPMENT AGREEMENT

THIS AREA DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the "Effective Date" stated on Exhibit A by and between PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, a California limited liability company, doing business as "Placement Helpers" ("Franchisor"), on the one hand, and the Entity identified as "Area Developer" on Exhibit A, on the other hand, who are individually referred to as a "Party", and collectively referred to as the "Parties", with reference to the following facts:

A. Franchisor and its Affiliates, as the result of the expenditure of time, skill, effort and money, have developed the Placement Helpers System for the establishment and operation of businesses that offer personalized assistance for finding the best senior care and assisted living options under the trade name and service mark "Placement Helpers" and other related trademarks, service marks, logos and commercial symbols (the "Placement Helpers Marks").

B. Franchisor desires to expand and develop Placement Helpers Franchised Business (the "Placement Helpers Franchised Business") in the Development Territory and Area Developer desires to develop, open and operate Placement Helpers Franchised Businesses in the Development Territory in accordance with the terms of this Agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

Capitalized terms not defined elsewhere in this Agreement shall have the following meanings:

"Affiliate" or "Affiliates" mean any Person or Entity that controls, is controlled by, or is under common control with, a Party to this Agreement. Control of a Person or Entity means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person or Entity whether by contract or otherwise.

"Applicable Law" means and includes applicable common law and all statutes, laws, rules, regulations, ordinances, policies and procedures established by any Governmental Authority with jurisdiction over the operation of the Placement Helpers Franchised Business that are in effect on or after the Effective Date, as they may be amended from time to time.

"Approved Services" means the services that Franchisor designates or requires in the Manuals for providing assistance to seniors and their families, including, but not limited to, services such as finding suitable senior communities that meet each senior's financial and geographic preferences, such as assisted living facilities, memory care facilities, residential care homes, group homes, in-home care services and independent living senior communities.

"Approved Suppliers" means suppliers of products and services for Placement Helpers Franchised Business that have been accepted and approved by Franchisor because they have demonstrated to Franchisor their ability to supply products and services for Placement Helpers Franchised Business, meeting Franchisor's specifications as to quality, contents, compliance with governmental standards and regulations, reliability with respect to delivery, and consistency in the quality of their products or services.

"Assignment" means (i) the offer, sale, or negotiations for the sale of any rights under this Agreement to any third party; (ii) the direct or indirect sale, assignment, transfer, pledge, donation, encumbrance, by operation of law or otherwise, of any interest in this Agreement or the right to use the Placement Helpers System or the Placement Helpers Marks to any third party; (iii) the death or incapacity of any Owner owning ten percent (10%) or more of the Equity or voting power of Area Developer; (iv) the offer or sale of securities of Area Developer pursuant to a transaction subject to registration under applicable securities laws or by private placement pursuant to a written offering memorandum; (v) the sale, assignment, transfer, conveyance, gift, pledge, mortgage, or other encumbrance of more than ten percent (10%) in the aggregate, whether in one or more transactions, of the Equity or voting power of Area Developer, by operation of law or otherwise or any other events or transactions which, directly or indirectly, effectively changes control of Area Developer; (vi) the issuance of any securities by Area Developer which itself or in combination with any other transactions results in the Owners, as constituted on the Execution Date, owning less than sixty percent (60%) of the outstanding Equity or voting power of Area Developer; and (vi) any merger, stock redemption, consolidation, reorganization, recapitalization or other transfer of control of Area Developer, however effected.

"Business Judgment" means that Franchisor is allowed to exercise its judgment however Franchisor believes is appropriate in a given circumstance without limitation, subject to the use of that discretion in any reasonable way as more fully described in Section 18.11.

"Commencement Date" means the day that (i) Area Developer receives written authorization from Franchisor and all applicable Governmental Authorities to commence business operations of a Placement Helpers Franchised Business; and (ii) Area Developer actually begins to offer Approved Services to the clients in the Development Territory, whichever occurs first.

"Competitive Business" means any business that provides senior living placement services and any business that looks like, copies, imitates, or operates with similar trade dress or décor to Placement Helpers Franchised Business.

"Constituents" means past, present and future Affiliates, parents, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

"Default" means any breach of, or failure to comply with, any of the terms or conditions of an agreement.

"Development Territory" means the geographic area described on Exhibit A.

"Development Fee" means the $10,000 development fee payable to Franchisor by Franchisee on the Effective Date multiplied by the number of Franchised Businesses to be operated by Franchisee under this Agreement in the amount set forth on Exhibit B.

"Development Obligation" means Area Developer's right and obligation to equip and operate the cumulative number of Placement Helpers Franchised Business set forth in Exhibit A at sites within the Development Territory within each Development Period.

"Development Period" means each of the time periods indicated on Exhibit A during which Area Developer shall have the right and obligation to equip and operate Placement Helpers Franchised Business in accordance with the Development Obligation.

"Electronic Signature" means any electronic symbol and/or process attached to or logically associated with a document and executed by a Party with the intent to sign such document, including facsimile, email, or other electronic signatures.

"Entity" means any limited liability company, partnership, trust, association, corporation or other entity which is not an individual. If Area Developer is an Entity, the Entity shall conduct no business other than the development of Placement Helpers Franchised Business in the Development Territory, in accordance with the Development Obligation.

"Equity" means capital stock, membership interests, partnership rights or other equity ownership interests of an Entity.

"Expiration Date" means the date set forth in Exhibit A which shall be the earlier of (i) the fifth anniversary of the Effective Date; or (ii) the date Area Developer signs a Placement Helpers Franchise Agreement that grants Area Developer the right to operate the last Placement Helpers Franchised Business to fully satisfy the Development Obligation.

"Force Majeure" means any event (i) that was reasonably unforeseeable as of the Effective Date; (ii) that is beyond the reasonable control, directly or indirectly, of a Party; (iii) that could not reasonably have been prevented or avoided by that Party with the exercise of reasonable efforts and due diligence; (iv) that does not result from the fault or negligence of that Party or its agents, employees or contractors; and (v) that causes performance by that Party to be delayed, in whole or in part, or unable to partially or wholly perform its obligations under this Agreement. Neither an act or failure to act by a Governmental Authority, nor the performance, non-performance or exercise of rights under any agreement with Area Developer by any lender, landlord, contractor, or other Person, or Area Developer's financial inability to perform or Area Developer's insolvency, shall be an event of Force Majeure under this Agreement, except to the extent that such act, failure to act, performance, non-performance or exercise of rights results from an act which is otherwise an event of Force Majeure. An event of Force Majeure will not affect or change Franchisee's obligation to pay Initial Franchise Fees, Development Fees or any other fees owed to Franchisor when due.

"General Release" means the form of general release prescribed by Franchisor of any and all known and unknown obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, against Franchisor and its Constituents. A General Release will cover future consequences of acts, omissions events and circumstances predating the date of the General Release, but will not release, in advance, future acts, omissions or events which have not occurred at the time the General Release is executed.

"Good Standing" means Area Developer is in substantial compliance with the material requirements of this Agreement, the Placement Helpers Franchise Agreements, the Placement Helpers Manuals and all other agreements then in effect between Franchisor, or its Affiliates, and Area Developer, and has substantially cured each curable Default for which Franchisor has issued a notice of Default to Area Developer within the time periods set forth in Article 11. Area Developer shall not be in Good Standing if any Default by Area Developer is not capable of being cured.

“Governmental Authority” means all Federal, state, county, municipal and local governmental and quasi-governmental agencies, commissions and authorities.

“Initial Franchise Fee” means the initial franchise fee that Area Developer shall pay Franchisor for each subsequent Placement Helpers Franchised Business that Area Developer will develop under this Agreement as set forth in Exhibit A.

“Owner” means each of the individuals listed on Exhibit B and each future direct or indirect shareholder, member, general or limited partner, trustee, or other Equity owner of Area Developer. If Area Developer is an Entity, each Owner and each Owner’s spouse shall jointly and severally guarantee Area Developer's payment and performance of its obligations under this Agreement under a Guarantee in the form of Exhibit C.

“Person” means any natural person or Entity.

“Placement Helpers Area Development Agreement” means the form of agreement prescribed by Franchisor and used to grant to Area Developer development rights in a development territory.

“Placement Helpers Franchise Agreement” means the form of agreement prescribed by Franchisor and used to grant Area Developer the right to develop, open and operate a single Placement Helpers Franchised Business in the Development Territory, including all exhibits, riders, guarantees or other related instruments, all as amended from time to time.

“Placement Helpers Franchised Business” means each Placement Helpers Franchised Business in the Development Territory and operated by Area Developer that operates under the Placement Helpers Marks and Placement Helpers System.

“Placement Helpers Manuals” means Franchisor’s operations manuals, which may consist of one or more manuals, and any other written directives related to the Placement Helpers System, as they may be amended, issued and revised from time to time.

“Placement Helpers System” the unique system developed by Franchisor and its Affiliates that includes standard operating and administrative procedures, the relationship between Franchisor and Placement Helpers franchisees, trade dress, specifications for the selection of Approved Suppliers and Approved Services, restrictions on ownership, management and technical programs, standards and specifications, pricing policies, promotions, operating methods, business practices and marketing and public relations programs related to a Placement Helpers Franchised Business, all as Franchisor may modify the same from time to time.

“Placement Helpers Trade Secrets” means proprietary and confidential information, including, the Placement Helpers Confidential Information, pricing, specifications, procedures, policies, concepts, systems, know-how, plans, software, strategies and methods and techniques of operating a Placement Helpers Franchised Business and selling Approved Services, excluding information that is or becomes a part of the public domain through publication or communication by third parties not bound by any confidentiality obligation or that Area Developer can show was already lawfully in Area Developer’s possession before receipt from Franchisor.

“Principal Owner” means the individual designated by Area Developer on Exhibit B, and accepted by Franchisor, to serve as the primary operator of the Placement Helpers Franchised Business, to serve as the authorized representative of Area Developer, who shall have at least a fifty percent (50%) interest in the Equity of Area Developer, who shall act as Area Developer's representative in all matters with Franchisor, as Area Developer's liaison with Franchisor and the Owners, who shall have the authority to act on behalf of Area Developer without the participation of any other Owner.

"Protected Area" means the designated geographic area located within the Development Territory in which Area Developer shall operate each Franchised Business under a Placement Helpers Franchise Agreement.

"Restricted Persons" means Area Developer, and each of its Owners and Affiliates, and the respective officers, directors, shareholders, managers, members and Affiliates of each of them, and the spouses of each of the foregoing who are individuals.

"Term" means the period commencing on the Effective Date and ending on the Expiration Date.

"Then-Current" means, as the context of this Agreement indicates (i) the form of agreement then-currently provided by Franchisor to similarly situated prospective Placement Helpers area developers or franchisees which may contain terms and conditions that are materially different form this Agreement, or if not then being so provided, then a form of agreement selected by Franchisor in its discretion which previously has been delivered to and executed by a Placement Helpers area developer or franchisee; (ii) the fees then-currently charged by Franchisor or its Affiliates; (iii) the then-current qualifications or financial conditions required by Franchisor for Placement Helpers area developers or franchisees; or (iv) then-current appearance, design standards and equipment specifications applicable to Placement Helpers Franchised Business.

"Transfer Fee" means the $10,000 fee that Area Developer must pay Franchisor as a condition precedent to an Assignment of this Agreement.

2. EXCLUSIVE LICENSE

2.1 Grant and Development Obligation. Franchisor hereby grants Area Developer, and Area Developer hereby accepts the right and obligation to use the Placement Helpers Marks and the Placement Helpers System to develop, open and operate the cumulative number of Placement Helpers Franchised Business set forth in Exhibit A in the Development Territory during the Term. Except as provided in Section 2.6, Area Developer may not develop, open or operate more Placement Helpers Franchised Business in the Development Territory than the number of Placement Helpers Franchised Business set forth on Exhibit A during the Term. Area Developer shall not subcontract, sublicense, share, divide or partition this Agreement or enter into any agreement with any third party providing for the right to develop, open or operate Placement Helpers Franchised Business or to use the Placement Helpers Marks or the Placement Helpers System and nothing in this Agreement will be construed as granting Area Developer the right to do so. Area Developer shall execute Franchisor's Then-Current Franchise Agreement and pay Franchisor its Then-Current initial franchise fee for each Placement Helpers Franchised Business to be developed, opened and operated by Area Developer under this Agreement, the form of which may differ from the form of Placement Helpers Franchise Agreement attached to Franchisor's Franchise Disclosure Document (the "Disclosure Document") provided to Area Developer prior to the Effective Date.

2.2 Exclusive License. Except as otherwise provided in this Section 2.2 and in Section 2.4, the rights granted to Area Developer under this Agreement are exclusive during the Term so long as Area Developer is in Good Standing, and neither Franchisor, nor any of its Affiliates shall themselves develop, open and operate or grant third parties the right to develop, open and operate, Placement Helpers Franchised Business in the Development Territory during the Term. Area Developer acknowledges the Development Territory may be subject to pre-existing franchises granted prior to the Effective Date. The Development Territory will not contain any areas granted to other franchisees prior to the Effective Date. Existing franchisees may renew or transfer the franchise rights previously granted to them under their Area Development Agreements or Franchise Agreements.

2.3 Adherence to Development Schedule. Area Developer shall satisfy the Development Obligation by opening the number of Placement Helpers Franchised Business in the Development Territory within each Development Period as required by the Development Schedule set forth on Exhibit A and by continuing to operate the cumulative number of Placement Helpers Franchised Business required by the Development Obligation. Failure to comply with the Development Schedule shall constitute a Default under this Agreement and shall entitle Franchisor to terminate this Agreement, unless the Default results from an event of Force Majeure, in which case, the deadline to opening a Placement Helpers Franchised Business may be extended by Franchisor as provided in Section 2.6.

2.4 Rights Reserved by Franchisor. Except as expressly provided in Section 2.2, Franchisor and its Affiliates reserve all other rights with respect to the Placement Helpers System, the Placement Helpers Marks and Placement Helpers Franchised Business, including the exclusive right, in their discretion, directly or indirectly, without granting Area Developer any rights in the same, to: (i) develop, open and operate, and to grant franchises to third parties to develop, open and operate, Placement Helpers Franchised Business outside the Development Territory, without restriction, regardless of their proximity to the Development Territory; (ii) develop, open and operate, and to grant franchises to third parties to develop, open and operate any other business, other than a Competitive Business, under marks and systems different from the Placement Helpers Marks and the Placement Helpers System within and outside the Development Territory; (iii) sell or distribute, at retail or wholesale, directly or indirectly, or license others to sell or distribute, Placement Helpers branded goods and services within and outside the Development Territory, through the Internet, mail order catalogs, direct mail advertising and through other distribution methods; (iv) market on the Internet and use the Placement Helpers Marks on the Internet, including all use of web sites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media; (v) acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Placement Helpers Franchised Business and to franchise, license or create similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licensees of these businesses) are located or operating; (vi) be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by any business providing products and services similar to those provided at Placement Helpers Franchised Business, or by another business, even if such business operates, franchises and/or licenses Competitive Businesses; and (vii) engage in all other activities that this Agreement does not expressly prohibit.

2.5 Closures, Replacement, Relocation and Assignments of Placement Helpers Franchised Business. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, if, during the Term, Area Developer ceases to operate any Placement Helpers Franchised Business developed under this Agreement for any reason, Area Developer must develop and open a replacement Placement Helpers Franchised Business (a "Replacement Business") to fulfill Area Developer's obligation to have open and in operation the required number of Placement Helpers Franchised Business at the expiration of each Development Period. Area Developer may not, however, cease operating any Placement Helpers Franchised Business or obtain a Replacement Business without Franchisor's prior written consent. Area Developer must open each Replacement Business within six (6) months after the date of the closing of the Placement Helpers Franchised Business that it will replace. Placement Helpers Franchised Business that are operating and are assigned to Affiliates of Area Developer with Franchisor's consent, shall count in determining whether Area Developer has satisfied the Development Obligation for so long as the applicable Affiliate continues to comply with the terms of this Agreement.

2.6 Force Majeure. If Area Developer is unable to meet the Development Obligation for any Development Period solely as the result of Force Majeure or any legal disability of Franchisor to deliver a Disclosure Document pursuant to Section 2.1, which results in the inability of Area Developer to operate the Placement Helpers Franchised Business as required by this Agreement, Area Developer shall provide Franchisor, within ten (10) days after the occurrence of an event that Area Developer believes is an event of Force Majeure, with notice of the specific nature and extent of the Force Majeure and an explanation as to how the event has delayed Area Developer's performance under this Agreement. The determination of whether an event of Force Majeure has occurred shall be made by Franchisor upon Franchisor's assessment of the event causing the delay. If Franchisor determines that the Default is the result of an event of Force Majeure, the required date for performance by Area Developer shall be extended by the number of days equal to the number of days that the event of Force Majeure exists. Area Developer shall provide Franchisor with continuing updates and all information requested by Franchisor regarding Area Developer's progress and diligence in responding to and overcoming the event of Force Majeure.

2.7 No Rights to Use the Placement Helpers Marks or Placement Helpers System. This Agreement is not a Placement Helpers Franchise Agreement, and does not grant Area Developer any right to use the Placement Helpers Marks or the Placement Helpers System. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Area Developer's rights to use the Placement Helpers Marks and the Placement Helpers System will be granted to Area Developer solely under the terms of a Placement Helpers Franchise Agreement.

3. TERM.

The Term shall commence on the Effective Date and shall expire on the Expiration Date. This Agreement is not renewable.

4. PAYMENTS BY AREA DEVELOPER

4.1 Development Fee. On the Effective Date, Area Developer shall pay Franchisor the Development Fee in the amount set forth on Exhibit A by a wire transfer of immediately available funds to a bank account designated by Franchisor. The Development Fee is fully earned by Franchisor when paid and is non-refundable, in whole or in part, under any circumstances.

4.2 Initial Franchise Fees. Area Developer shall pay Franchisor an Initial Franchise Fee for each Placement Helpers Franchised Business to be operated under this Agreement in the amount set forth on Exhibit A. Area Developer shall then sign the Franchise Agreement for the first Placement Helpers Franchised Business and pay Franchisor an Initial Franchise Fee when Area Developer signs this Agreement. Area Developer shall pay Franchisor the Initial Franchise Fee for each additional Placement Helpers Franchised Business to be opened under this Agreement by a wire transfer of immediately available funds to a bank account designated by Franchisor upon execution by Area Developer of Franchisor's Then-Current Placement Helpers Franchise Agreement for each Placement Helpers Franchised Business to be opened and operated by

Area Developer under this Agreement. The Initial Franchise Fee is fully earned by Franchisor when paid and is non-refundable, in whole or in part, under any circumstances.

5. OBLIGATIONS OF FRANCHISOR

5.1 Limited Obligations. Area Developer acknowledges and agrees that Franchisor's obligations under this Agreement are limited to identifying the Development Territory and that Franchisor has no ongoing obligations for training or operational support for Area Developer under this Agreement. All initial and continuing obligations of Franchisor to Area Developer shall be provided by Franchisor under Franchisor's Then-Current Franchise Agreement for each Placement Helpers Franchised Business to be developed and opened in the Development Territory by Area Developer.

5.2 Conditions to Franchisor's Obligations. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Area Developer acknowledges and agrees that, as a condition precedent to Area Developer's right to develop each Placement Helpers Franchised Business, all of the following conditions precedent must be satisfied and Franchisor shall execute a Then-Current Franchise Agreement for each Placement Helpers Franchised Business if, and only if (i) Area Developer has fully performed all of its obligations under this Agreement and all other agreements between Franchisor and Area Developer and is in Good Standing on the date of Franchisor's execution of a Franchise Agreement; (ii) Area Developer demonstrates Area Developer's Then-Current financial ability to implement and complete the construction and opening of the Placement Helpers Franchised Business; (iii) Area Developer has opened and continues to operate no less than the aggregate number of Placement Helpers Franchised Business required by the Minimum Development Obligation in compliance with the Development Schedule; (iv) Area Developer has executed a Then-Current Franchise Agreement and delivered it to Franchisor; (v) Area Developer executes and delivers a General Release to Franchisor in a form acceptable to Franchisor; and (vi) Area Developer has paid Franchisor the Initial Franchise Fee when Area Developer executed the Franchise Agreement and returned it to Franchisor.

5.3 Delegation of Duties. Area Developer acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on Franchisor by the Agreement, as Franchisor may direct.

6. OBLIGATIONS OF AREA DEVELOPER

To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same:

6.1 Development and Operation of Placement Helpers Franchised Business. Area Developer shall, at all times during the Term, exert Area Developer's best efforts to faithfully, honestly and diligently develop, open and operate the number of Placement Helpers Franchised Business in the Development Territory to satisfy the Development Obligation and the Development Schedule in accordance with the requirements of this Agreement and each Placement Helpers Franchise Agreement for each Placement Helpers Franchised Business.

6.2 Placement Helpers System. Area Developer shall operate the Placement Helpers Franchised Business in compliance with the terms of the Placement Helpers Franchise Agreements and the Placement Helpers Manuals. Area Developer acknowledges and agrees that Area Developer alone shall exercise day-to-day control over all operations, activities and elements of the Placement Helpers Franchised Business, including over Area Developer's employees, and that under no circumstance shall Franchisor do so or be deemed to do so. Area Developer further acknowledges and agrees that the various requirements, restrictions, prohibitions, specifications and procedures of the Placement Helpers System that Area Developer must comply with under the Franchise Agreements, the Placement Helpers Manuals or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of the Placement Helpers Franchised Business, which Area Developer alone controls, but only constitute standards Area Developer must adhere to when exercising Area Developer's control over the day-to-day operations of the Placement Helpers Franchised Business consistent with the policies of Franchisor. Area Developer shall comply with Franchisor's standards and shall operate the Placement Helpers Franchised Business in conformity with the methods, standards, and specifications that Franchisor may from time to time prescribe in the Placement Helpers Manuals or otherwise. Area Developer shall comply, at Area Developer's expense, with all modifications prescribed by Franchisor and shall implement changes to the Placement Helpers System within the time periods specified by Franchisor following Area Developer's receipt of notice from Franchisor to do so. Area Developer shall refrain from deviating from the methods, standards, and specifications without Franchisor's prior written consent and from otherwise operating in any manner which reflects adversely on the Placement Helpers Marks or the Placement Helpers System. Since every detail of the Placement Helpers System is essential in order to develop and maintain quality operating standards, to increase the demand for the products and services sold by Placement Helpers Franchised Business under the Placement Helpers System and to protect the Placement Helpers Marks and Franchisor's reputation and goodwill, Franchisor shall have the right to disapprove, as it believes necessary, any modification of, or addition to, the Placement Helpers System suggested by Area Developer that is reasonably likely to have an adverse material effect on the Placement Helpers System, the Placement Helpers Marks or Franchisor's reputation or goodwill.

6.3 Modifications. Area Developer shall comply with each Placement Helpers Franchise Agreement and shall operate the Placement Helpers Franchised Business in conformity with the methods, standards, and specifications that Franchisor may from time to time prescribe in the Placement Helpers Manuals or otherwise. Since every detail of the Placement Helpers System is essential in order to develop and maintain quality operating standards, to increase the demand for the products and services sold by Placement Helpers Franchised Business under the Placement Helpers System and to protect the Placement Helpers Marks and reputation and goodwill, Franchisor shall have the right to disapprove, as it believes necessary, any modification of, or addition to, the Placement Helpers System suggested by Area Developer that is reasonably likely to have an adverse material effect on the Placement Helpers System, the Placement Helpers Marks or Franchisor's reputation or goodwill.

6.4 Commencement Date. Area Developer shall not commence operation of any Franchised Business without the express written consent of Franchisor, which may be conditioned upon Area Developer's full compliance with the requirements set forth in this Agreement and the Manuals.

7. PLACEMENT HELPERS MARKS

Franchisor and its Affiliates continue to develop, use and control the use of the Placement Helpers Marks in order to identify for the public the source of services and products marketed under the Placement Helpers Marks and the Placement Helpers System, and to represent the Placement Helpers System's high standards of quality, appearance and service. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same:

7.1 Ownership and Goodwill of Placement Helpers Marks. Area Developer acknowledges that its right to use the Placement Helpers Marks is derived solely from this Agreement and is limited to use in operating as Area Developer pursuant to and in compliance with this Agreement and as a Placement Helpers franchisee pursuant to the Placement Helpers Franchise Agreements between Area Developer and Franchisor. Any unauthorized use of the Placement Helpers Marks by Area Developer shall constitute a breach of this Agreement and an infringement of Franchisor's rights in and to the Placement Helpers Marks. Area Developer acknowledges and agrees that (i) Franchisor owns the Placement Helpers Marks and the Placement Helpers System; (ii) Area Developer owns no goodwill or rights in the Placement Helpers Marks or the Placement Helpers System except for the license granted by this Agreement; and (iii) Area Developer's use of the Placement Helpers Marks and any goodwill established by that use shall inure to the exclusive benefit of Franchisor. Area Developer agrees not to contest, or assist any other Person to contest, the validity of Franchisor's rights and interest in the Placement Helpers Marks or the Placement Helpers System either during the Term or after this Agreement terminates or expires.

7.2 Limitations on Use. Area Developer shall not use the Placement Helpers Marks, or Franchisor's trade name, or any words or symbols which are confusingly phonetically or visually similar to the Placement Helpers Marks, as all or part of Area Developer's name. In addition, Area Developer shall not use any Placement Helpers Mark (i) with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos licensed to Area Developer under this Agreement); (ii) in connection with unauthorized services or products; (iii) as part of any domain name or electronic address maintained on the Internet, the World Wide Web, or any other similar proprietary or common carrier electronic delivery system; or (iv) in any other manner not expressly authorized in writing by Franchisor. Area Developer shall give all notices of trademark and service mark registration as Franchisor specifies and shall use and obtain all fictitious or assumed name registrations required by Franchisor or under Applicable Law. Area Developer further agrees that no service mark other than "Placement Helpers" or other Placement Helpers Marks specified by Franchisor shall be used in marketing, promoting, or operating the Placement Helpers Franchised Business.

7.3 Internet. Area Developer shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including, without limitation, any Internet home page, e-mail address, web site, domain name, bulletin board, newsgroup or other Internet-related medium or activity) which in any way uses or displays, in whole or part, the Placement Helpers Marks, or any of them, or any words, symbols or terms confusingly similar thereto without Franchisor's prior written consent, and then only in the manner and in accordance with the procedures, policies, standards and specifications that Franchisor may establish from time to time. Area Developer shall not separately register any domain name or any portion of any domain name containing the Placement Helpers Marks or participate or market on any web site or other form of electronic media (including, without limitation, through the use of social technology, social media, social networking platforms or other forms of electronic media not yet developed) using the Placement Helpers Marks without Franchisor's prior written consent. Area Developer's general conduct on the Internet and in the use of other forms of electronic media is subject to the terms and conditions of this Agreement and all other rules, requirements or policies that Franchisor may identify from time to time. Franchisor may, at any time after Area Developer commences use of any approved electronic media, prohibit further use, effective upon receipt of written notice by Area Developer.

8. PLACEMENT HELPERS CONFIDENTIAL INFORMATION

8.1 Confidential Information. Area Developer acknowledges and agrees that the Placement Helpers System is comprised of confidential information that has been developed by Franchisor and its Affiliates by the investment of time, skill, effort and money and is widely recognized by the public, is of substantial value, and is proprietary, confidential and constitutes trade secrets of Franchisor and its Affiliates, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, products and services, sources of inventory and equipment, customer management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, customer lists and other customer data, information regarding the skills and compensation of employees of Franchisor and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, Persons or entities, knowledge or know-how concerning the methods of operation of the Placement Helpers Franchised Business which may be communicated to Area Developer, or of which Area Developer may be apprised, by virtue of Area Developer's operation of the Placement Helpers Franchised Business under the terms of this Agreement, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or Persons unaffiliated with Franchisor or its Affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "Placement Helpers Confidential Information"). Placement Helpers Confidential Information does not include any information that was in the lawful and unrestricted possession of Area Developer prior to its disclosure by Franchisor; is or becomes generally available to the public by acts other than those of Area Developer after receiving it; has been received lawfully and in good faith by Area Developer from a third party who did not derive it from Franchisor or Area Developer; or is shown by acceptable evidence to have been independently developed by Area Developer.

8.2 Value. Area Developer acknowledges and agrees the Placement Helpers Confidential Information is not generally known by the public or parties other than Franchisor, its affiliates, its franchisees and Area Developer; derives independent economic value (actual or potential) from not being generally known to the public or Persons unaffiliated with Franchisor, its franchisees or Area Developer; and is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Placement Helpers Confidential Information, including, without limitation (i) not revealing the Placement Helpers Confidential Information to unauthorized parties; (ii) requiring its franchisees to acknowledge and agree in writing that the Placement Helpers Confidential Information is confidential; (iii) requiring its franchisees to agree in writing to maintain the confidentiality of the Placement Helpers Confidential Information; (iv) monitoring electronic access to the Placement Helpers Confidential Information by the use of passwords and other restrictions so that electronic access to the Placement Helpers Confidential Information is limited to authorized parties; and

(v) requiring its franchisees to return all Placement Helpers Confidential Information to Franchisor upon the termination or expiration of their Placement Helpers Franchise Agreements.

8.3 Maintain Confidentiality. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Area Developer shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any information that Franchisor considers its trade secrets and/or Placement Helpers Confidential Information. Area Developer shall divulge such Placement Helpers Confidential Information only to its supervisorial or managerial personnel who must have access to it in order to perform their employment responsibilities.

8.4 Irreparable Injury from Disclosure of Placement Helpers Confidential Information. Area Developer acknowledges that failure to comply with the requirements of this Article 8 will result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Area Developer consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to the requirements of this Article 8.

8.5 Confidentiality Covenants from Individuals Associated with Area Developer. Area Developer shall require all supervisorial or managerial personnel who may have access to any Placement Helpers Confidential Information of Franchisor to execute covenants that they will maintain the confidentiality of the Placement Helpers Confidential Information they receive in connection with their association with Area Developer. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third-party beneficiary of such covenants with the independent right to enforce them.

8.6 No Restriction. Nothing in this Article 8 is intended to prohibit or restrict any activity which prohibition or restriction violates Franchisee's employees' rights to engage in protected concerted activity under the National Labor Relations Act.

9. TRANSFER OF INTEREST

9.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign all or any part of its rights or obligations under this Agreement to any Person or Entity without the consent or approval of Area Developer.

9.1.1 With respect to any Assignment which results in the subsequent performance by the assignee of all of Franchisor's obligations under this Agreement, the assignee shall expressly assume and agree to perform such obligations, and shall become solely responsible for all obligations of Franchisor under this Agreement from the date of Assignment. Franchisor and or its Affiliates may sell their assets, the Placement Helpers Marks, or the Placement Helpers System, may sell securities in a public offering or in a private placement, may merge, acquire other corporations, or be acquired by another corporation, and may undertake a refinancing, recapitalization, leveraged buy-out, or other economic or financial restructuring (collectively, a "Capital Event"), all without the consent or approval of Area Developer. With regard to a Capital Event, Area Developer expressly and specifically waives any claims, demands or damages arising from or related to the loss of Franchisor's name, the Placement Helpers Marks (or any variation thereof) or the Placement Helpers System and/or the loss of association with, or identification of, Placement Helpers Franchise Systems, LLC, doing business as "Placement Helpers", as Franchisor under this Agreement. Area Developer specifically waives any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing. Area Developer agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as the Placement Helpers Franchised Business operating under the Placement Helpers Marks or any other marks following Franchisor's purchase, merger, acquisition or affiliation, regardless of the location of these facilities which Area Developer acknowledges may be proximate to the Placement Helpers Franchised Business. In connection with any of the foregoing, at Franchisor's request, Area Developer shall deliver to Franchisor a statement in writing certifying (a) that this Agreement is unmodified and in full force and effect (or if there have been modifications that the Agreement as modified is in full force and effect and identifying the modifications); (b) that Area Developer is not in default under any provision of this Agreement, or if in default, describing the nature thereof in detail; and (c) as to such other matters as Franchisor may reasonably request; and Area Developer agrees that any such statements may be relied upon by Franchisor and any prospective purchaser, assignee or lender of Franchisor.

9.1.2 Upon the occurrence of a Capital Event, Franchisor shall have the right (the "Take-Along Right") to compel Area Developer to sell and, in such event, Area Developer shall sell the assets of any or all of the Placement Helpers Franchised Business, regardless of whether such Placement Helpers Franchised Business are under development or are open and operating (collectively the "Take-Along Assets") at the same value attributable to Placement Helpers Franchised Business owned and operated by Franchisor or its Affiliates at the closing of a Capital Event. Franchisor shall exercise this Take-Along Right to compel the sale of the Take-Along Assets by Area Developer by providing Area Developer with written notice (the "Take-Along Notice") setting forth the time and place of the closing of the Capital Event, which time and place shall not be less than thirty (30) days after the date of the Take-Along Notice, and the expected price and form of consideration to be paid for the Take-Along Assets at the closing.

9.2 Assignment by Area Developer. Area Developer acknowledges and agrees that the rights granted to Area Developer under this Agreement are personal and are granted in reliance upon, among other considerations, the individual or collective character, skill, aptitude, attitude, experience, business ability and financial condition and capacity of Area Developer and, if Area Developer is an Entity, that of the Owners. Accordingly, to protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, Area Developer shall not, either in Area Developer's own name or in the name and/or on behalf of Franchisor, enter into an Assignment without Franchisor's prior written consent. Franchisor shall not unreasonably withhold its consent to an Assignment if, in Franchisor's judgment, Area Developer satisfies the conditions to the Assignment identified in this Agreement.

9.2.1 Unless the Parties otherwise agree in writing, Area Developer shall not make any Assignment except in conjunction with a concurrent Assignment to the same approved assignee of all Placement Helpers Franchised Business then owned and operated by Area Developer in the Development Territory. As a condition to Franchisor's consent to such an Assignment, the assignee must execute Franchisor's Then-Current form of Placement Helpers Franchise Agreement for each Placement Helpers Franchised Business sold to the assignee. Further, without Franchisor's prior written consent, which may be withheld by Franchisor in its discretion (i) Area Developer shall not offer for sale or transfer at public or private auction any of the rights of Area Developer under this Agreement, and (ii) Area Developer shall not, directly or indirectly, pledge, encumber, hypothecate or otherwise grant any third party a security interest in this Agreement in any manner whatsoever. To the extent that the foregoing prohibition may be ineffective under Applicable Law, Area Developer shall provide not less than ten (10) days prior written notice (which notice shall contain the name and address of the secured party and the terms of such pledge, encumbrance, hypothecation or security interest) of any pledge, encumbrance, hypothecation or security interest in this Agreement.

9.2.2 Area Developer shall promptly provide Franchisor with written notice (stating such information as Franchisor may from time to time require) of each and every transfer, Assignment and encumbrance by any Area Developer Owner of any direct or indirect Equity or voting rights in Area Developer, notwithstanding that the same may not constitute an "Assignment" as defined in this Agreement. Neither Franchisor's right of first refusal nor the other conditions of Assignment shall apply to a transfer by Area Developer of all of Area Developer's rights under this Agreement to a newly-formed corporation, limited liability company or other business Entity provided all of the Equity or voting interests of the new business Entity are owned by the same Owners (a "Qualified Assignment"). Franchisor will have the right to charge a reasonable fee not to exceed $1,500 for any Qualified Assignment. Any attempted or purported Assignment which fails to comply with the requirements of this Article 9 shall be null and void and shall constitute a Default under this Agreement.

9.3. Right of First Refusal. Except with respect to a "Qualified Assignment", if Area Developer or an Owner receive a bona fide written offer ("Third Party Offer") from a third party (the "Proposed Buyer") to purchase or otherwise acquire any interest in Area Developer which will result in an Assignment within the meaning of this Agreement, Area Developer or the Proposed Buyer, shall, within five (5) days after receiving the Third Party Offer and before accepting it, apply to Franchisor in writing for Franchisor's consent to the proposed Assignment. To constitute a bona fide written offer, the Third Party Offer must also apply to all of the Placement Helpers Franchised Business then owned and operated by Area Developer in the Development Territory.

9.3.1 Area Developer, or the Proposed Buyer, shall attach to its application for consent to complete the transfer a copy of the Third Party Offer together with (i) information relating to the proposed transferee's experience and qualifications; (ii) a copy of the proposed transferee's current financial statement; and (iii) any other information material to the Third Party Offer, proposed transferee and proposed Assignment, or that Franchisor requests.

9.3.2 Franchisor or its nominee shall have the right, exercisable by written notice ("Purchase Notice") given to Area Developer or the Proposed Buyer, within thirty (30) days following receipt of the Third Party Offer, all supporting information, and the application for consent, to notify Area Developer or the Proposed Buyer that it will purchase or acquire the rights, assets, Equity or interests proposed to be assigned on the same terms and conditions set forth in the Third Party Offer, except that Franchisor may (i) substitute cash for any form of payment proposed in the offer discounted to present value based upon the rate of interest stated in the Third Party Offer, and (ii) deduct from the purchase price all amounts then due and owing from Area Developer to Franchisor under this Agreement or otherwise.

9.3.3 If Franchisor or its nominee elects to purchase or acquire the rights, assets, Equity or interests proposed to be assigned to the Proposed Buyer, the closing shall take no later than sixty (60) days following the date that the Purchase Notice was issued by Franchisor.

9.3.4 If Franchisor does not elect to purchase or acquire the rights, assets, Equity or interests proposed to be assigned to the Proposed Buyer, the closing of the sale to the Proposed Buyer shall take no later than ninety (90) days following the date that the Third Party Offer was received by Area Developer. If there is any material change in the terms of the Third Party Offer before the closing of the sale, Franchisor shall have a right of first refusal to accept the new terms subject to the conditions stated in this Section 9.3.

9.4 Conditions of Assignment to Third Party. As a condition to obtaining Franchisor's consent to an Assignment, all of the following conditions must be satisfied:

9.4.1 The Proposed Buyer must submit a completed franchise application to Franchisor and meet Franchisor's Then-Current qualifications for new Placement Helpers area developers, including qualifications pertaining to financial condition, credit rating, experience, moral character and reputation.

9.4.2 Area Developer must be in Good Standing on the date consent is requested and until the date of closing of the Assignment.

9.4.3 The sales price of the interest to be conveyed must not be so high, or the terms of the sale so onerous, that, in the judgment of Franchisor, the Proposed Buyer will be unlikely to meet the Proposed Buyer's financial and other obligations to Franchisor, third party suppliers and creditors following the closing. Franchisor shall have no liability to either Area Developer or the Proposed Buyer if Franchisor approves the Assignment and the Proposed Buyer thereafter experiences financial difficulties.

9.4.4 The Proposed Buyer must sign Franchisor's Then-Current form of Placement Helpers Area Development Agreement, the terms of which may differ materially from any and all of the terms contained in this Agreement, and which shall supersede this Agreement in all respects. In exchange for signing the Then-Current Placement Helpers Area Development Agreement, the Proposed Buyer shall receive the rights provided for in this Agreement, as modified by the terms of the Then-Current form of Placement Helpers Area Development Agreement. If Franchisor is not offering new area development franchises, is in the process of revising, amending or renewing Franchisor's form of Placement Helpers Area Development Agreement or Disclosure Document or is not lawfully able to offer Franchisor's Then-Current form of Placement Helpers Area Development Agreement at the time of an Assignment, Franchisor may offer to amend this Agreement, upon terms and conditions that will be established by Franchisor and the Proposed Buyer at that time, or may offer to amend the term of this Agreement on substantially the terms and conditions set forth in this Agreement on a month-to-month basis for as long as Franchisor deems necessary or appropriate so that Franchisor may subsequently offer and utilize a Then-Current form of Placement Helpers Area Development Agreement.

9.4.5 Area Developer will remain subject to all obligations stated in this Agreement that expressly, or by implication due to their nature, survive the transfer, termination or expiration of this Agreement, including, without limitation, the provisions prohibiting competition, non-interference and non-disclosure of Placement Helpers Confidential Information.

9.4.6 Area Developer and the Proposed Buyer must sign a Guarantee guaranteeing the obligations of the Proposed Buyer under the Area Development Agreement.

9.4.7 Area Developer and the Proposed Buyer shall execute a General Release in a form acceptable to Franchisor.

9.4.8 Area Developer shall pay Franchisor the Transfer Fee to apply against Franchisor's administrative and other costs to process the Assignment.

9.4.9 Area Developer must simultaneously transfer its rights all contracts for which continuation is necessary for operation of the Placement Helpers Franchised Business to the Proposed Buyer and satisfy any separate conditions to obtain any third party consents required for the transfer of Area Developer's rights to the Proposed Buyer. The Proposed Buyer must execute all other documents and agreements required by Franchisor to consummate the Assignment. All required third party consents to the Assignment must be obtained. If the Proposed Buyer is a corporation, limited liability company or other business Entity, each Person who at the time of the Assignment, or later, owns or acquires, either legally or beneficially, twenty percent (20%) or more of the Equity or voting interests of the Proposed Buyer must execute a Guarantee in a form acceptable to Franchisor.

9.4.10 Area Developer's right to receive the sales proceeds from the Proposed Buyer in consideration of the Assignment shall be subordinate to the obligations of the Proposed Buyer owed to Franchisor and its Affiliates under, or pursuant to, this Agreement or any other agreement. All contracts by and between Area Developer and the Proposed Buyer shall expressly include a subordination provision permitting payment of the sales proceeds to Area Developer only after any outstanding obligations owed to Franchisor and its Affiliates are fully satisfied.

9.4.11 Except when the transferee is an existing Area Developer or franchisee of Franchisor, the Proposed Buyer, and each supervisorial or managerial employee of the Proposed Buyer who will have general management and supervisory responsibilities for the Placement Helpers Franchised Business who is acceptable to Franchisor, must complete to Franchisor's sole satisfaction Franchisor's Initial Training Program prior to the effective date of the Assignment.

9.4.12 The Proposed Buyer must conform the Placement Helpers Franchised Business with Franchisor's Then-Current appearance and design standards and equipment specifications applicable to new Placement Helpers Franchised Business.

9.5 Death or Incapacity. In the event of the death or incapacity of an Owner, the spouse, heirs or personal representative of the deceased or incapacitated Person, or the remaining shareholders, members, partners or owners (the "Successor") shall have one hundred eighty (180) days from the date of death or incapacity in which to (i) purchase the interest of the deceased or incapacitated Person, or (ii) complete an Assignment of the interest of the deceased or incapacitated Person to a qualified, approved third party, subject to the provisions of this Article 9. If a Successor has not purchased the interest of the deceased or incapacitated Person or completed an Assignment of the interest of the deceased or incapacitated Person to a qualified, approved third party within one hundred eighty (180) days from the date of death or incapacity, Franchisor may terminate this Agreement.

9.6 Restriction on Publicly Traded and Private Securities. Securities, partnership or other ownership interests in Franchisee may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with the prior written consent of Franchisor, which consent shall not be unreasonably withheld. All materials required for any private offering by federal or state law shall be submitted to Franchisor for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No offering by Area Developer shall imply that Franchisor is participating in an underwriting, issuance or offering of securities of

Franchisee or Franchisor, and Franchisor's review of any offering materials shall be limited solely to the subject of the relationship between Area Developer and Franchisor, and its Affiliates. Franchisor may, at its option, require Area Developer's offering materials to contain a written statement prescribed by Franchisor concerning the limitations described in the preceding sentence. Area Developer, its Owners and other participants in the offering must fully agree in writing to defend and indemnify Franchisor, its Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any documentation required by Franchisor to further evidence this indemnity. For each proposed offering, Area Developer shall pay to Franchisor a non-refundable fee of $10,000, which shall be in addition to any Transfer Fee under any Franchise Agreement and/or Development Agreement or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. Area Developer shall give Franchisor written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Article 9.

10. TRANSFER BY AREA DEVELOPER IN BANKRUPTCY

If, for any reason, this Agreement is not terminated pursuant to Section 11.1 and this Agreement is assumed, or Assignment of the same to any Person or Entity who has made a bona fide offer to accept an Assignment of this Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of the proposed Assignment or assumption, setting forth (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed Assignment and assumption, shall be given to Franchisor within twenty (20) days after receipt of the proposed assignee's offer to accept Assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into the Assignment and assumption, and Franchisor shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of the proposed Assignment and assumption, to accept an Assignment of this Agreement to Franchisor itself upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Area Developer out of the consideration to be paid by the assignee for the Assignment of this Agreement.

11. DEFAULT AND TERMINATION

11.1 Termination In the Event of Area Developer's Bankruptcy or Insolvency. Area Developer shall be deemed to be in Default under this Agreement, and all rights granted to Area Developer under this Agreement shall automatically terminate without notice to Area Developer (i) if Area Developer or its Principal Owner becomes insolvent or makes a general assignment for the benefit of creditors; (ii) if a petition in bankruptcy is filed under the United States Bankruptcy Act by Area Developer or such a petition is filed against and not opposed by Area Developer or its Principal Owner; (iii) if Area Developer or its Principal Owner is adjudicated as bankrupt or insolvent; (iv) if a bill in equity or other proceeding for the appointment of a receiver of Area Developer or its Principal Owner or other custodian for any Placement Helpers Franchised Business is filed and consented to by Area Developer or its Principal Owner; (v) if a receiver or other custodian (permanent or temporary) of Area Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; (vi) if proceedings for a composition with creditors under any Applicable Law is instituted by or against Area Developer or its Principal Owner; (vii) if a final judgment in excess of $100,000 against any Placement Helpers Franchised Business remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); (viii) if Area Developer or its Principal Owner admits Area Developer or its Principal Owner is unable to generally pay Area Developer's or its Principal Owner's debts as they become due; (ix) if execution is levied against any Placement Helpers Franchised Business or property; (x) if suit to foreclose any lien or mortgage against any Placement Helpers Franchised Business or the equipment of any Placement Helpers Franchised Business is instituted against Area Developer or its Principal Owner and not dismissed within thirty (30) days; or (xi) if any Placement Helpers Franchised Business shall be sold after levy thereupon by any sheriff, marshal, or constable.

11.2 Termination With Notice and Without Opportunity to Cure. Area Developer shall be in Default under this Agreement, and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Area Developer any opportunity to cure the Default, effective on the date of Area Developer's receipt of notice from Franchisor (the "Termination Date") upon the occurrence of any of the following events: (i) if Area Developer or an Owner is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the Placement Helpers System, the Placement Helpers Marks, the goodwill associated therewith, or Franchisor's interest therein; (ii) if Area Developer fails to comply with the Development Schedule; (iii) if any of the Placement Helpers Franchise Agreements or any other agreement between Area Developer and Franchisor or its Affiliates are terminated due to a breach or Default by Area Developer; (iv) if any purported Assignment or transfer of any direct or indirect interest in this Agreement, in the Placement Helpers Franchised Business, or in all or substantially all of Area Developer's assets is made to any third party by Area Developer or an Owner without Franchisor's prior written consent; (v) if any transfer of the Equity ownership interests of Area Developer or an Owner is made to any third party without Franchisor's prior written consent; (vi) if Area Developer or an Owner discloses or divulges the contents of the Placement Helpers Manuals, the Placement Helpers Trade Secrets or other Placement Helpers Confidential Information provided to Area Developer by Franchisor; (vii) if an approved Assignment, as required by Section 9.5 of this Agreement, is not effected within the time provided following death or incapacity of an Owner; (viii) if Area Developer or an Owner fails to comply with the covenants in Article 13 of this Agreement or fails to obtain execution of and deliver the covenants required under Section 13.6 of this Agreement; (ix) if Area Developer or an Owner has made any material misrepresentations in connection with their application to Franchisor for the development rights granted by this Agreement; (x) if Area Developer or an Owner, after curing a Default pursuant to Section 11.3 of this Agreement, commits the same, similar, or different Default, whether or not cured after notice; (xi) if any Owner fails or refuses to deliver to Franchisor, within ten (10) days after Franchisor's written request, a Guarantee in substantially the form attached to this Agreement as Exhibit D and current financial statements as may from time to time be requested by Franchisor; (xii) if Area Developer, an Owner or an Affiliate fails to comply with any or all of the terms of this Agreement, or any other agreement between Franchisor, or its Affiliates, and Area Developer, an Owner or an Affiliate beyond the applicable cure period; (xiii) upon a breach of Area Developer's obligations under this Agreement or any other agreement between Area Developer and Franchisor, which by its nature is not capable of being cured by Area Developer; (xiv) if Area Developer or the Owners use abusive language when communicating with Franchisor, Franchisor's staff or with customers or suppliers, engage in any illegal activity or abusive or threatening behavior towards Franchisor, Franchisor's staff or customers or suppliers, or denigrate the Placement Helpers System or portray it in an unflattering light on the Internet or otherwise;(xv) if funding promised or otherwise represented to be made available to Area Developer or its Owners on the condition that Area Developer sign this Agreement is not made available to Area Developer or its Owners within ten (10) business days after Area Developer signs this Agreement; (xvi) if, in Franchisor's Business Judgment, Franchisor has grounds to believe that Area Developer or any of its Owners, officers, directors, or key employees has engaged or attempted to engage, through one or more affirmative acts or a failure to act, in any fraudulent, dishonest, unethical, immoral, or similar conduct in connection with Area Developer's development of Placement Helpers Franchised Businesses, whether such conduct is directed at or reasonably expected to impact Area Developer's development of Placement Helpers Franchised Businesses, the Placement Helpers System, the Franchisor or its Affiliates, suppliers, other area developers, or another third party; or (xvii) if, in Franchisor's Business Judgment, Franchisor has grounds to believe that Area Developer or any of its Owners, officers, or directors has engaged in any lewd or immoral conduct, whether or not in connection with Area Developer's development of Placement Helpers Franchised Businesses.

11.3 Termination With Notice and Opportunity to Cure. Except as provided in Sections 11.1 and 11.2 of this Agreement, Area Developer shall have thirty (30) days after its receipt of written notice from Franchisor within which to remedy any Default under this Agreement and to provide evidence thereof to Franchisor. If any such Default is not cured within the specified time, or such longer period as Applicable Law may require, this Agreement shall terminate without further notice to Area Developer effective immediately upon expiration of the thirty (30) day period or such longer period as Applicable Law may require. Area Developer shall be in Default pursuant to this Section 11.3 for failure to substantially comply with any of the requirements imposed by this Agreement, as it may from time to time reasonably be modified or supplemented by the Placement Helpers Manuals, or for failure to carry out the terms of this Agreement in good faith.

11.4 Options At Termination. Upon any Default under Section 11.2 or Section 11.3 of this Agreement, Franchisor may immediately take any one or more of the following actions, in its sole and absolute discretion, by written notice to Area Developer: (i) terminate this Agreement and all rights granted to Area Developer under this Agreement; (ii) accelerate or decelerate the Development Schedule; (iii) reduce the Development Obligation; (iv) eliminate or diminish Area Developer's rights with respect to the Development Territory or the size of the Development Territory; or (v) increase the fees to be paid by Area Developer to Franchisor.

11.5 Cross-Default. Any Default by Area Developer under the terms and conditions of this Agreement, any Placement Helpers Franchise Agreement, or any other agreement between Franchisor or its Affiliates, and Area Developer, shall be deemed to be a Default of each and every other such agreement. In the event of the termination of this Agreement for any cause, or the termination of any other agreement between Franchisor, or its Affiliates, and Area Developer, Franchisor may, at its option, terminate any or all of such other agreements.

12. OBLIGATIONS UPON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, all rights granted under this Agreement to Area Developer shall forthwith terminate, and the following provisions shall apply:

12.1 No Right to Open Additional Placement Helpers Franchised Business. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, upon termination or expiration of this Agreement: (i) Area Developer shall have no further right to develop any Placement Helpers Franchised Business; (ii) Area Developer shall have no further rights or obligations under this Agreement or the Placement Helpers Franchise Agreements that were terminated; (iii) Area Developer shall have the right to continue to own and operate all Placement Helpers Franchised Business opened by Area Developer prior to the Termination Date; and (iv) Franchisor may thereafter develop, open and operate, and grant franchises to third parties to develop, open and operate Placement Helpers Franchised Business at any location within or outside of the Development Territory, without restriction, subject only to any Protected Area rights previously granted to Area Developer for any

Placement Helpers Franchised Business under a Placement Helpers Franchise Agreement that remains in full force and effect on the Termination Date.

12.2 Damages. If this Agreement terminates due to a Default by Area Developer, Area Developer shall pay all damages, costs, and expenses, including reasonable attorneys' fees, incurred by Franchisor as a result of the Default.

12.3 Payment of Monies Due. Area Developer shall promptly pay all sums owing to Franchisor and its Affiliates. If this Agreement is terminated because of a Default by Area Developer, such sums also shall include all damages, costs, and expenses, including attorneys' fees, incurred by Franchisor as a result of the Default. Franchisor shall have the right to set off any amounts which Franchisor deems are payable to Franchisor by Area Developer.

12.4 Return of Materials and Other Placement Helpers Confidential Information. Area Developer shall immediately deliver to Franchisor the Placement Helpers Manuals and all other records, files, and any instructions containing Placement Helpers Confidential Information which are in Area Developer's possession and all copies thereof (all of which are acknowledged to be the property of Franchisor).

13. COVENANTS

13.1 No Prior Experience, Information or Knowledge. Area Developer specifically acknowledges and agrees that prior to becoming an area developer of Franchisor, Area Developer had no experience, information or knowledge whatsoever about the operation of a business that provides senior living placement services and that Area Developer’s knowledge of the Confidential Information was obtained solely from Franchisor, following Area Developer’s training by Franchisor and Area Developer’s subsequent operation of the Placement Helpers Franchised Business under the Placement Helpers Franchise Agreement. Area Developer specifically acknowledges that, pursuant to this Agreement, Area Developer will receive valuable specialized training and Confidential Information, including, without limitation, Confidential Information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the Placement Helpers System, which are unique and proprietary to Franchisor, derive independent economic value from not being generally known to the public and are the subject of Franchisor’s efforts and that are reasonable under the circumstances to maintain their secrecy.

13.2 Non-Competition During the Term of this Agreement. Area Developer and each Restricted Person covenants that during the Term, except as otherwise approved in writing by Franchisor, Area Developer and each Restricted Person shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any Person, or legal Entity (i) divert or attempt to divert any present or prospective Placement Helpers customer to any Competitive Business 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 Placement Helpers Marks and the Placement Helpers System; or (ii) own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business, provided, however, the restrictions stated in this Section 13.2 shall not apply to any Restricted Person after two (2) years from the date the Restricted Person ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Area Developer.

13.3 Non-Competition After Expiration or Termination of this Agreement. Except as Franchisor otherwise approves in writing, commencing upon the date of: (i) an Assignment permitted under Article 9 of this Agreement; (ii) the Expiration Date of this Agreement; (iii) the termination of this Agreement (regardless of the cause for termination); or (iv) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of this Section 13.3, and continuing for an uninterrupted period of two (2) years thereafter, Area Developer and each Owner shall not, own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any Competitive Business located within ten (10) miles of any Placement Helpers franchisee's protected area; provided, however, the restrictions stated in this Section 13.3 shall not apply to any Restricted Person after two (2) years from the date the Restricted Person ceases to be an officer, director, shareholder, member, manager, trustee, owner, general partner, employee or otherwise associated in any capacity with Area Developer in the Development Territory.

13.4 Exceptions to Non-Compete Covenants. Section 13.2 and Section 13.3 shall not apply to ownership by Area Developer or a Restricted Person of a less than five percent (5%) beneficial interest in the outstanding equity securities of any Competitive Business registered under the Securities Act of 1833 or the Securities Exchange Act of 1934.

13.5 Reducing Scope of Covenants. Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 13.2 and Section 13.3, or any portion thereof, without Area Developer's consent, effective immediately upon receipt by Area Developer of written notice thereof, and Area Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

13.6 Enforceability of Covenants Not Affected by Area Developer Claims. The existence of any claims Area Developer 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 Article 13. Area Developer shall pay all costs and expenses (including reasonable attorneys' fees) incurred by Franchisor in connection with the enforcement of this Article 13.

13.7 Covenants from Individuals. Area Developer shall obtain and furnish to Franchisor executed covenants similar in substance to those set forth in this Article 13 (including covenants applicable upon the termination of a Person's relationship with Area Developer) from all Owners. Every covenant required by this Section 13.7 shall be in a form acceptable to Franchisor, and shall include, without limitation, a designation of Franchisor as a third party beneficiary of the covenants with the independent right to enforce them.

13.8 Breach of Covenants Causes Irreparable Injury. Area Developer acknowledges that the violation of any covenant in this Article 13 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Area Developer consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to such conduct or action.

13.9 Effect of Applicable Law. In the event any portion of the covenants in this Article 13 violates laws affecting Area Developer, or is held invalid or unenforceable in a final judgment to which Franchisor and Area Developer are Parties, then the maximum legally allowable restriction permitted by Applicable Law shall control and bind Area Developer. Area Developer understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Section 13.2, or any portion thereof, without Area Developer's consent, effective immediately upon receipt by Area Developer of written notice thereof; and Area Developer agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable. The provisions of this Article 13 shall be in addition to and not in lieu of any other confidentiality obligation of Area Developer, or any other Person, whether pursuant to another agreement or pursuant to Applicable Law.

14. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

14.1 No Fiduciary Relationship. This Agreement does not create a fiduciary relationship between the Parties. Area Developer shall be an independent contractor, and nothing in this Agreement is intended to constitute or appoint either Party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

14.2 Public Notice of Independent Status. Area Developer shall conspicuously identify itself in all dealings with its customers, contractors, suppliers, public officials, and others, as an independent Area Developer of Franchisor, and shall place such notice of independent ownership on all forms. Franchisor shall have the right to specify the language of any such notice.

14.3 Independent Contractor. Area Developer acknowledges and agrees that it is not authorized to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligations in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action, nor shall Franchisor be liable by reason of any act or omission of Area Developer in its conduct of the operation of the Placement Helpers Franchised Business or for any claim or judgment arising therefrom against Area Developer or Franchisor.

14.4 Indemnification. Area Developer and its Owners and Affiliates (collectively, the "Indemnitors") shall indemnify, defend and hold harmless to the fullest extent permitted by Applicable Law, Franchisor, its Affiliates and their respective directors, officers, employees, shareholders and agents (collectively, the "Indemnitees"), from any and all "Losses and Expenses" incurred in connection with any litigation or other form of adjudicatory procedure, claim, demand, investigation, or formal or informal inquiry (regardless of whether same is reduced to judgment) or any settlement thereof (collectively, an "Indemnifiable Claim") which arises directly or indirectly from, as a result of, or in connection with Area Developer's operation of a Placement Helpers Franchised Business and regardless of whether the Indemnifiable Claim or the Losses and Expenses resulted from any strict or vicarious liability imposed by law on Area Developer; provided, however, that this indemnity shall not apply to any liability arising from the gross negligence or willful misconduct of Franchisor (except to the extent that joint liability is involved, in which event the indemnification provided for in this Section 14.4 shall extend to any finding of comparative negligence or contributory negligence attributable to Area Developer). For the purpose of this Section 14.4, the term "Losses and Expenses" means and includes compensatory, exemplary, or punitive damages, fines and penalties, attorneys' fees, experts' fees, court costs, costs associated with investigating and defending against claims, settlement amounts, judgments, compensation for damages to a Party's reputation and goodwill, and all other costs associated with any of the foregoing Losses and Expenses.

14.4.1 The Indemnitees shall give the Indemnitors prompt notice of any Indemnifiable Claim of which the Indemnitees are aware for which indemnification is required under this Section 14.4. The notice shall specify whether the Indemnifiable Claim arises as a result of an Indemnifiable Claim by a third party against the Indemnitees (a "Third Party Claim") or whether the Indemnifiable Claim does not result from an

Indemnifiable Claim by a third party against the Indemnitees (a "Direct Claim"), and shall also specify with reasonable particularity (to the extent that the information is available) the factual basis for the Indemnifiable Claim and the amount of the Indemnifiable Claim, if known. If, through the fault of the Indemnitees, the Indemnitors do not receive notice of any Indemnifiable Claim in time to effectively contest the determination of any Losses and Expenses susceptible of being contested, the Indemnitors shall be entitled to set off against the amount claimed by the Indemnitees the amount of any Losses and Expenses incurred by the Indemnitors resulting from the Indemnitees' failure to give such notice on a timely basis.

14.4.2 With respect to Third Party Claims, the Indemnitors shall have the right, at their expense and at their election, to assume control of the negotiation, settlement and defense of Third Party Claims through counsel of their choice. The election of the Indemnitors to assume such control shall be made within thirty (30) days after the Indemnitors' receipt of notice of a Third Party Claim. If the Indemnitors elect to assume control, the Indemnitors shall do so at the Indemnitors' sole expense. The Indemnitees shall have the right to be informed and consulted with respect to the negotiation, settlement or defenses of the Third Party Claim and to retain counsel to act on the Indemnitees' behalf, at the Indemnitees' sole expense, unless the Indemnitors consent to the retention of the Indemnitees' counsel at the Indemnitors' expense or unless the Indemnitors and the Indemnitees are both named in any action or proceeding and the representation of both the Indemnitors and the Indemnitees by the same counsel would be appropriate because of the absence of any actual or potential differing interests between them (such as the availability of different defenses).

14.4.3 If the Indemnitors elect to assume control, but thereafter fail to defend the Third Party Claim within a reasonable time, the Indemnitees shall be entitled to assume control and the Indemnitors shall be bound by the results obtained by the Indemnitees with respect to the Third Party Claim. If any Third Party Claim is of a nature that the Indemnitees are required by Applicable Law to make a payment to any claimant with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnitees may make such payment and the Indemnitors shall, within thirty (30) days after demand by the Indemnitees, reimburse the Indemnitees for the amount of the payment. If the Indemnitees' liability under the Third Party Claim, as finally determined, is less than the amount paid by the Indemnitors to the Indemnitees, the Indemnitees shall, within thirty (30) days after receipt of the difference from the claimant, pay the difference to the Indemnitors.

14.4.4 If the Indemnitors fail to assume control of the defense of any Third Party Claim, the Indemnitees shall have the exclusive right to consent, settle or pay the amount claimed. Whether or not the Indemnitors assume control of the negotiation, settlement or defenses of any Third Party Claim, the Indemnitors shall not settle any Third Party Claim without the written consent of the Indemnitees, which consent shall not be unreasonably withheld or delayed. The Indemnitees and the Indemnitors shall cooperate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect to Third Party Claims (including supplying copies of all relevant documentation promptly as they become available).

14.4.5 With respect to Direct Claims, following receipt of notice from the Indemnitees of the Direct Claim, the Indemnitors shall have thirty (30) days to make such investigation of the Direct Claim as is considered necessary or desirable. For the purpose of the investigation, the Indemnitees shall make available to the Indemnitors the information relied upon by the Indemnitees to substantiate the Direct Claim, together with all other information that the Indemnitors may reasonably request. If the Indemnitors and the Indemnitees agree at or prior to the expiration of the thirty (30) day period (or any mutually agreed upon extension thereof) to the validity and amount of a Direct Claim, the Indemnitors shall immediately pay the

Indemnitees the full agreed upon amount of the Direct Claim. If the Indemnitors fails to pay the same, the matter shall be resolved in the manner described in Article 15.

14.4.6 The Indemnitees shall exert commercially reasonable efforts to mitigate the Losses and Expenses upon and after becoming aware of any Indemnifiable Claim which could reasonably be expected to give rise to the payment of Losses and Expenses.

15. DISPUTE RESOLUTION

15.1 Judicial Relief. The Parties agree that disputes arising out of or relating to this Agreement shall be brought in the state or federal Courts located in a county in California in which Franchisor has a principal place of business at the time the action is initiated. To the fullest extent that the Parties may do so under Applicable Law, the Parties waive the defense of inconvenient forum to the maintenance of an action in these Courts and agree not to commence any action of any kind except in these Courts. This Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of California, and if the Placement Helpers Franchised Business is located outside of California and such provision would be enforceable under the Applicable Law of the state in which the Placement Helpers Franchised Business is located, then such provision shall be interpreted and construed under the Applicable Law of that state. Nothing in this Section 15.1 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of any state to which it would not otherwise be subject.

15.2 Waivers. The Parties agree, to the extent permitted by Applicable Law, that any legal action of any kind by either Party arising out of or relating to this Agreement or its breach must be commenced by no later than the last to occur of the following: (i) one hundred eighty (180) days after obtaining knowledge of the facts which constituted or gave rise to the alleged violation or liability, or (ii) one (1) year after the act, event, occurrence or transaction which constituted or gave rise to the alleged violation or liability. The Parties, for themselves, and for and on behalf of the Owners, respectively, hereby waive to the fullest extent permitted by Applicable Law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, the Parties shall each be limited to recovering only the actual damages proven to have been sustained by that Party.

15.3 Specific Performance. The Parties acknowledge that each Party would be irreparably damaged if the provisions of this Agreement were not capable of being specifically enforced, and for this reason, the Parties agree that the provisions of this Agreement shall be specifically enforceable. The Parties further agree that any act or failure to act which does not strictly comply with the provisions and conditions of this Agreement may be specifically restrained, and that the equitable relief provided for in this Agreement shall not in any way limit or deny any other remedy at law or in equity that either Franchisor or Area Developer might otherwise have.

15.4 Injunctive Relief. Area Developer acknowledges and agrees that irreparable harm could be caused to Franchisor by Area Developer's violation of certain provisions of this Agreement and, as such, in addition to any other relief available at law or equity, Franchisor shall be entitled to obtain in any court of competent jurisdiction, without bond, restraining orders or temporary or permanent injunctions in order to enforce, among other items, the provisions of this Agreement relating to: (i) Area Developer's use of the Placement Helpers Marks and Confidential Information (including any proprietary software used in connection with the

Placement Helpers Franchised Business); (ii) the in-term covenant not to compete, as well as any other violations of the restrictive covenants set forth in this Agreement; (iii) Area Developer's obligations on termination or expiration of this Agreement; (iv) disputes and controversies based on or arising under the Lanham Act, or otherwise involving the Placement Helpers Marks, as now or hereafter amended; (v) disputes and controversies involving enforcement of the Franchisor's rights with respect to confidentiality under this Agreement; and (vi) prohibit any act or omission by Area Developer or its employees that constitutes a violation of Applicable Law, threatens Franchisor's franchise system or threatens other franchisees of Franchisor. Area Developer's only remedy if such an injunction is entered will be the dissolution of the injunction, if appropriate, and Area Developer waives all damage claims if the injunction is wrongfully issued.

15.5 Attorneys' Fees. In any legal action or proceeding brought to enforce any provision of this Agreement or arising out of, or in connection with, this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs in addition to any other relief that may be awarded by a Court.

15.6 Exclusive Remedy. In no event shall either Party make or have any claim for money damages based on any claim or assertion that the other Party has unreasonably withheld, conditioned or delayed any consent, approval or authorization required under this Agreement. Each Party waives any claim for damages. Neither Party may claim any damages by way of setoff, counterclaim or defense. Each Party's sole remedy for such a claim shall be an action or proceeding to enforce the provisions of this Agreement, for specific performance or for declaratory judgment.

15.7 No Withholding of Payments. Area Developer shall not withhold all or any part of any payment to Franchisor or any of its Affiliates on the grounds of Franchisor's alleged nonperformance or as an offset against any amount Franchisor or any of Franchisor's Affiliates allegedly may owe Area Developer under this Agreement or any related agreements.

15.8 WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR AREA DEVELOPER'S PURCHASE FROM FRANCHISOR OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

15.9 WAIVER OF CLASS ACTIONS OR OTHER COLLECTIVE ACTIONS. THE PARTIES AGREE THAT ALL PROCEEDINGS ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE SALE OF THE PLACEMENT HELPERS FRANCHISED BUSINESS, WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE BASIS, AND THAT ANY PROCEEDING BETWEEN AREA DEVELOPER, AREA DEVELOPER'S GUARANTORS AND FRANCHISOR OR ITS AFFILIATES/OFFICERS/EMPLOYEES MAY NOT BE CONSOLIDATED WITH ANY OTHER PROCEEDING BETWEEN FRANCHISOR AND ANY OTHER THIRD PARTY.

15.10 Waiver of Punitive Damages. Area Developer hereby waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, that Area Developer's recovery is limited to actual damages. Except for any damages or losses incurred by Franchisor as a result of or arising out of any of Area Developer's (i) breach of its non-compete or confidentiality obligations under this Agreement, (ii) misuse or breach of its obligations under the this Agreement as it relates to or arises out of the Placement Helpers Marks or the System, (iii) fraud or willful misconduct, or (iv) any other illegal conduct or bad faith actions, Franchisor hereby waives to the fullest extent permitted by law, any right to claim for any punitive damages (and only punitive damages) against Area Developer arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise). If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions shall continue in full force and effect, including, without limitation, Area Developer’s waiver of any right to claim any consequential damages. Nothing in this Section 15.10 or any other provision of this Agreement shall be construed to prevent Franchisor from claiming and obtaining expectation or consequential damages, including lost future royalties for the balance of the term of this Agreement if it is terminated due to Area Developer’s default, which the Parties agree and acknowledge Franchisor may claim under this Agreement.

15.11 Survival. The provisions of this Article 15 shall survive the expiration, termination or non-renewal of this Agreement.

16. ANTI-TERRORISM LAWS

Area Developer shall comply with and/or assist Franchisor to the fullest extent possible in Franchisor’s efforts to comply with Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any Governmental Authority addressing or in any way relating to terrorist acts and acts of war (the “Anti-Terrorism Laws”). In connection with its compliance, Area Developer certifies, represents and warrants that none of Area Developer’s property or interests are subject to being “blocked” under any of the Anti-Terrorism Laws and that Area Developer is not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by Area Developer or Area Developer’s employees or any “blocking” of Area Developer’s assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this Agreement and any other agreements Area Developer has entered into with Franchisor or any of its Affiliates, in accordance with the provisions of Section 11.2.

17. NOTICES

All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery with a guaranteed tracking facility, by certified mail, by facsimile transmission or by electronic transmission (email). Service shall be deemed conclusively made (i) at the time of service, if personally served; (ii) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; (iii) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid; (iv) on the day of facsimile transmission to the facsimile number given below if confirmation of receipt is obtained by the sender promptly after completion of facsimile transmission; and (v) on the day of electronic transmission to the email address given below if confirmation of receipt is obtained by the sender promptly after completion of electronic transmission. Notices and demands shall be given to the respective Parties at the following addresses, unless and until a different address has been designated by written notice to the other Party:

Notices to Franchisor: Placement Helpers Franchise Systems, LLC
680 E. Colorado Boulevard, Suite #180 and 2nd Floor
Pasadena, California 91101
Attention: Chief Executive Officer

With a copy (which shall not constitute notice) to:

Tal Grinblat, Esq.
Lewitt, Hackman, Shapiro, Marshall & Harlan
16633 Ventura Boulevard, 11th Floor
Encino, California 91436

Notices to Area Developer: ____________________________
____
____
____
Attention: ___________________

Either Party may change its address for the purpose of receiving notices, demands and other communications provided by a written notice given in the manner aforesaid to the other Party.

18. ACKNOWLEDGMENTS

18.1 Waiver and Delay. No waiver by Franchisor of any Default, or series of Defaults in performance by Area Developer, and no failure, refusal or neglect of Franchisor to exercise any right, power or option given to it hereunder or under any agreement between the Parties, whether entered into before, after or contemporaneously with the execution of this Agreement, or to insist upon strict compliance with or performance of Area Developer's obligations under this Agreement or any Placement Helpers Franchise Agreement or other agreement between the Parties, whether entered into before, after or contemporaneously with the execution of this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any continuing or subsequent Default or a waiver by Franchisor of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

18.2 Survival of Covenants. The covenants contained in this Agreement which, by their nature or terms, require performance by the Parties after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

18.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Franchisor and shall be binding upon and inure to the benefit of Area Developer and his or their respective, heirs, executors, administrators, and its successors and assigns, subject to the prohibitions and restrictions against Assignment contained in this Agreement.

18.4 Responsibility. The term "Area Developer" as used in this Agreement shall refer to each Person executing this Agreement as Area Developer, whether such Person is one of the spouses or Owners named as included in Area Developer, and shall apply to each such Person as if he were the only named Area Developer in this Agreement.

18.4.1 If Area Developer is a partnership or if more than one Person executes this Agreement as Area Developer, each partner or Person executing this Agreement shall be liable for all the obligations and duties of Area Developer under this Agreement.

18.4.2 If Area Developer is a trust, each trustee, trustor and beneficiary signing this Agreement shall be liable for all of the obligations and duties of Area Developer under this Agreement.

18.4.3 If Area Developer is a corporation or limited liability company, all shareholders or members executing this Agreement shall be liable for all obligations and duties of Area Developer under this Agreement as if each such shareholder or member were the sole Area Developer under this Agreement.

18.4.4 If Area Developer is in breach or Default under this Agreement, Franchisor may proceed directly against each such spouse, Owner, or signatory to this Agreement without first proceeding against Area Developer and without proceeding against or naming in such suit any other Area Developer, Owner, or signatory to this Agreement. The obligations of Area Developer and each such spouse, Owner, and Person executing this Agreement shall be joint and several.

18.4.5 Notice to or demand upon one spouse, Owner, or Person signing this Agreement shall be deemed notice to or demand upon Area Developer and all such spouses, Owners, and persons signing this Agreement, and no notice or demand need be made to or upon all such Area Developer's, spouses, Owners, or persons executing this Agreement.

18.4.6 The cessation of or release from liability of Area Developer, or any such spouse, Owner, or Person executing this Agreement shall not relieve any other Area Developer, spouse, Owner, or Person executing this Agreement from liability under this Agreement, except to the extent that the breach or Default has been remedied or monies owed have been paid.

18.5 Joint and Several Liability. If Area Developer consists of more than one Owner, the obligations and liabilities of each Person or Entity to Franchisor are joint and several.

18.6 Entire Agreement. This Agreement and the Exhibits contain all of the terms and conditions agreed upon by the Parties concerning the subject matter of this Agreement. No other agreements concerning the subject matter of this Agreement, written or oral, shall be deemed to exist or to bind either of the Parties and all prior agreements, understandings and representations are merged into this Agreement and superseded by this Agreement. No officer or employee or agent of Franchisor has any authority to make any representation or promise not included in this Agreement. This Agreement cannot be modified or changed except by written instrument signed by both of the Parties. Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations made in the Disclosure Document previously furnished to Area Developer

18.7 Titles and Recitals. Article and Section titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement. The Recitals set forth in Recitals A and B of this Agreement are true and correct and are hereby incorporated by reference into the body of this Agreement.

18.8 Gender and Construction. The terms of all Exhibits attached to this Agreement are hereby incorporated into and made a part of this Agreement as if the same had been set forth in full in this Agreement.

All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any Article or Section in this Agreement may require. As used in this Agreement, the words "include," "includes" or "including" are used in a non-exclusive sense. Unless otherwise expressly provided in this Agreement to the contrary, any consent, approval, acceptance or authorization of Franchisor or Area Developer that may be required under this Agreement shall be in writing and shall not be unreasonably withheld, conditioned or delayed by the Party whose consent, approval, acceptance or authorization has been requested. To protect the Placement Helpers System, the Placement Helpers Marks, the Placement Helpers Trade Secrets and the goodwill associated with the same, on any occasion where Franchisor is required or permitted to make any judgment, determination or use its discretion, including any decision as to whether any condition or circumstance meets Franchisor's standards or satisfaction, Franchisor may do so in its sole subjective judgment and discretion. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by the Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of both Parties. The Parties intend that if any provision of this Agreement is susceptible to two or more constructions, one of which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall be given the meaning that renders it enforceable.

18.9 Severability; Modification. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to Applicable Law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in that event, the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of Applicable Law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

18.10 Counterparts and Electronic Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement. In addition, this Agreement and all Exhibits to this Agreement may be signed electronically by the Parties and electronic signatures appearing on this Agreement and the Exhibits shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Exhibits.

18.11 Business Judgment. Notwithstanding any provision in this Agreement to the contrary, Area Developer and the Owners acknowledge and agree that:

18.11.1 This Agreement (and the relationship of the Parties which arises from this Agreement) grants Franchisor the discretion to make decisions, take actions or refrain from taking actions not inconsistent with the explicit rights and obligations of Area Developer and the Owners hereunder that may affect Area Developer and the Owners' interests favorably or adversely. Franchisor shall use its business judgment in exercising such discretion based on its assessment of its own interests and balancing those interests against the interests, promotion, and benefit of the Placement Helpers System and other Placement Helpers area developers, Placement Helpers Franchised Business generally, and specifically without considering the individual interests of Area Developer or the Owners or the individual interests of any other Placement Helpers area developer. Area Developer and the Owners acknowledge and agree that Franchisor shall have no liability to Area Developer or the Owners for the exercise of its discretion in this manner; and even if Franchisor has numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification, no trier of fact in any legal action shall substitute his or her judgment for Franchisor's judgment so exercised and no such action or decision shall be subject to challenge for abuse of discretion. If Franchisor takes any action or Franchisor chooses not to take any action in its discretion with regard to any matter related to this Agreement and its actions or inaction are challenged for any reason, the Parties expressly direct the trier of fact to find that Franchisor's reliance on a business reason in the exercise of its discretion is to be viewed as a reasonable and proper exercise of its discretion, without regard to whether other reasons for its decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

18.11.2 In granting its approval of any office, designating suppliers, setting standards and the like, Franchisor shall exercise its Business Judgment. However, in the exercise of its Business Judgment, Franchisor shall not be liable to Area Developer or the Owners or anyone else, if Franchisor's exercise of its Business Judgment results in a business loss or if the products or services provided fail to meet the expectations of Franchisor, Area Developer, the Owners or other parties. Franchisor disclaims all warranties and liability for the acts or omissions of any contractors, vendors, suppliers, products or employees which Area Developer uses, purchases, retains or hires pursuant to Franchisor's exercise of its Business Judgment.

18.11.3 If Applicable Law implies a covenant of good faith and fair dealing in this Agreement, the Parties agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if Applicable Law shall imply the covenant, Area Developer agrees that: (i) this Agreement (and the relationship of the Parties that is inherent in this Agreement) grants Franchisor the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisor's explicit rights and obligations under this Agreement that may affect favorably or adversely Area Developer's interests; (ii) Franchisor will use its judgment in exercising the discretion based on Franchisor's assessment of its own interests and balancing those interests against the interests of the Placement Helpers Area Developers generally (including Franchisor and its Affiliates if applicable), and specifically without considering Area Developer's individual interests or the individual interests of any other particular Placement Helpers Area Developer; (iii) Franchisor will have no liability to Area Developer for the exercise of Franchisor's discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for Franchisor's judgment so exercised.

18.12 <u>No Third-Party Beneficiaries</u>. Except as expressly provided to the contrary in this Agreement, nothing in this Agreement is intended, nor shall be deemed, to confer on any Person or legal entity other than Area Developer, Franchisor, Franchisor's officers, directors and personnel and such of Area Developer's and Franchisor's respective successors and assigns that may have any rights or remedies under or as a result of this Agreement.

18.13 <u>Electronic Execution and Copies</u>. This Agreement and all Exhibits to this Agreement may be signed electronically by the Parties and Electronic Signatures appearing on this Agreement and the Exhibits shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Exhibits. An executed copy of this Agreement (or any portion of this

Agreement) may be delivered by either of the Parties by facsimile, electrical, digital, magnetic, optical, electromagnetic, or similar capability regardless of the medium of transmission (collectively, “electronic”), and delivery will be effective and binding upon the Parties, and will not in any way diminish or affect the legal effectiveness, validity or enforceability of this Agreement. Area Developer acknowledges and agrees that Franchisor may create an electronic record of any or all agreements, correspondence or other communications between the Parties or involving third parties and may thereafter dispose of or destroy the original of any of the agreements, correspondence or other communications. Any such electronic record will be inscribed on a tangible medium or stored in an electronic or other medium and be retrievable in perceivable form, and will be maintained in and readable by hardware and software generally available. Notwithstanding any Applicable Law to the contrary, any electronic version of this Agreement or any other agreements, correspondence or other communications between the Parties will have the same legal effect, validity and enforceability as an original of any document, even if the original of the document has been disposed of or intentionally destroyed.

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

18.15 Intent to Comply. Area Developer has read this Agreement and understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor’s standards of service and quality and the uniformity of those standards at all Placement Helpers Franchised Business in order to protect and preserve the Placement Helpers System and the goodwill of the Placement Helpers Marks.

18.16 Atypical Arrangements. Area Developer acknowledges and agrees that Franchisor may modify the offer of its franchises to other Placement Helpers area developers and franchisees in any manner and at any time, which offers have or may have terms, conditions, and obligations, which may differ from the terms, conditions, and obligations in this Agreement. Area Developer further acknowledges and agrees that Franchisor has made no warranty or representation that area development agreements or franchise agreements previously issued or issued after this Agreement by Franchisor do or will contain terms substantially similar to those contained in this Agreement. Franchisor may, in its reasonable business judgment and its sole and absolute discretion, due to local business conditions or otherwise, waive or modify comparable provisions of other Agreements previously executed or executed after the date of this Agreement with other Placement Helpers area developers and franchisees in a non-uniform manner.

18.17 Conflict with Franchise Agreements. Area Developer acknowledges and agrees that all individual Franchise Agreements executed by Area Developer and Franchisor for Placement Helpers Franchised Businesses within the Development Area are independent of this Agreement. The continued effectiveness of any Franchise Agreement does not depend on the continued effectiveness of this Agreement. If any conflict arises with this Agreement and any Franchise Agreement, the Franchise Agreement controls and has precedence and superiority (except with respect to the Opening Date for each Placement Helpers Franchised Business Area Developer is granted the right to open under this Agreement).

18.18 Copy of Agreement. Area Developer acknowledges that it received a copy of this Agreement, the Exhibits attached to this Agreement and all other agreements relating to this Agreement, if any, with all of the blank lines filled in, at least seven (7) days prior to the Effective Date.

18.19 Franchise Disclosure Document. Area Developer acknowledges that it has received a copy of the complete Placement Helpers Franchise Disclosure Document which contains a copy of this Agreement, at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

18.20 Acceptance. The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon its execution by both Franchisor and Area Developer. This Agreement shall not be binding on Franchisor unless and until accepted and signed on its behalf by an authorized officer of Franchisor.

(SIGNATURES APPEAR ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

FRANCHISOR:

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
A California limited liability company

By: ___________________________________
Name: _________________________________
Title: _________________________________

AREA DEVELOPER:

____
[Print Name of Franchisee Entity]

By: ______________________________________
Name: ___________________________________
Title: ____________________________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT A
DEVELOPMENT INFORMATION

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT A
DEVELOPMENT INFORMATION

EFFECTIVE DATE: ____.

AREA DEVELOPER: ____.

DEVELOPMENT TERRITORY is defined as the territory within the boundaries described below:

____
____
____
____
____
____

If the Development Territory is defined by streets, highways, freeways or other roadways then the boundary of the Development Territory shall extend to the center line of each street, highway, freeway or other roadway.

DEVELOPMENT OBLIGATION: ____________ Placement Helpers Franchised Business.

DEVELOPMENT SCHEDULE: _______ Placement Helpers Franchised Business that must be opened by Area Developer within ___ months after the Effective Date.

DEVELOPMENT PERIOD ENDING	CUMULATIVE NUMBER OF PLACEMENT HELPERS FRANCHISED BUSINESS TO BE IN OPERATION
TOTAL	

DEVELOPMENT FEE: $__________________ ($10,000 for each Placement Helpers Franchised Business except for Franchised Business #1).

INITIAL FRANCHISE FEE: $45,000 for the first Placement Helpers Franchised Business; $35,000 each additional Placement Helpers Franchised Businesses.

EXPIRATION DATE OF TERM: ____________________.

NOTICE ADDRESS FOR AREA DEVELOPER:____
____;

EMAIL: ____.

IN WITNESS WHEREOF, the Parties have executed this Exhibit A on the Effective Date.

FRANCHISOR:

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
A California limited liability company

By: ______________________________
Name: ____________________________
Title: _____________________________

AREA DEVELOPER:

____
[Print Name of Franchisee Entity]

By: ______________________________________
Name: ____________________________________
Title: _____________________________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT B
ENTITY INFORMATION DISCLOSURE

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT B
ENTITY INFORMATION DISCLOSURE

Area Developer represents and warrants that the following information is accurate and complete in all material respects:

(1) Area Developer is a (check as applicable):

[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): ___________________________

State of incorporation/organization: ___________

Name of Area Developer entity: ______________

(2) Area Developer shall provide to Franchisor concurrently with the execution of this Agreement true and accurate copies of its charter documents including Articles of Incorporation/Organization, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution of this Agreement and any amendments to the foregoing (the "Entity Documents").

(3) Area Developer promptly shall provide all additional information as Franchisor may from time to time request concerning all persons who may have any, direct or indirect, financial interest in Area Developer.

(4) The name and address of each Owner is:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(5) The names, addresses and titles of the Owners who will be devoting their full time to the development of Placement Helpers Franchised Business are:

NAME	ADDRESS	TITLE

(6) The address where Area Developer's financial records and Entity Documents are maintained is: ____.

(7) The Principal Owner is ____.

(8) Area Developer represents and warrants to Franchisor, as an inducement to Franchisor's execution of the Area Development Agreement, that the information set forth in this Entity Information Disclosure is true, accurate and complete in all material respects on the Effective Date and that Area Developer shall provide Franchisor with all additional information Franchisor may request with respect to the partners, shareholders and members of Area Developer and the ownership of Area Developer upon demand by Franchisor. In addition, Area Developer shall notify Franchisor within ten (10) days of any change in the information set forth in this Entity Information Disclosure and shall provide Franchisor with a revised Entity Information Disclosure certified by Area Developer to be true, correct and complete in all material respects. Franchisor grants Area Developer the rights in the Franchise Agreement in reliance upon each and all of the terms of this Entity Information Disclosure.

IN WITNESS WHEREOF, Area Developer has executed this Exhibit B on the Effective Date.

FRANCHISOR:

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
A California limited liability company

By:______________________________
Name:____________________________
Title:____________________________

AREA DEVELOPER:

____
[Print Name of Franchisee Entity]

By:
____
Name:
____
Title:
____

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT C
GUARANTEE OF AREA DEVELOPMENT AGREEMENT

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
AREA DEVELOPMENT AGREEMENT

EXHIBIT C
GUARANTEE OF AREA DEVELOPMENT AGREEMENT

The undersigned (“Guarantors”) have requested PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, a California limited liability company, doing business as “Placement Helpers” (“Franchisor”), to enter into an Area Development Agreement dated ___________ (the “Area Development Agreement”) with ______________________________, a __________________ ("Area Developer"). In consideration for, and as an inducement to, Franchisor’s execution of the Area Development Agreement, Guarantors hereby grant this guarantee (this “Guarantee”) and agree as follows:

1. “Obligations” means and includes any and all obligations of Area Developer arising under or pursuant to the Area Development Agreement and all other obligations, whether now existing or hereafter arising, of Area Developer to Franchisor of whatever nature. Capitalized terms not defined in this Guarantee shall have meanings set forth in the Area Development Agreement.

2. Guarantors irrevocably and unconditionally, fully guarantee to Franchisor the prompt, full and complete payment of any and all Obligations of Area Developer to Franchisor and the performance of any and all obligations of Area Developer including, without limitation, obligations under the Area Development Agreement or any other agreement, instrument or document relating to, evidencing or securing any Obligations.

3. If Area Developer fails to pay any of the Obligations, Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, pay all of the Obligations in like manner as if the Obligations constituted the direct and primary obligation of Guarantors. Guarantors agree that if any obligation, covenant or agreement contained in the Area Development Agreement is not observed, performed or discharged as required by the Area Development Agreement (taking into consideration any applicable cure periods), Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, observe, perform or discharge the obligation, covenant or agreement in like manner as if the same constituted the direct and primary obligation of Guarantors.

4. No exercise or non-exercise by Franchisor of any right under this Guarantee, no dealing by Franchisor with Area Developer or any other Person and no change, impairment or suspension of any right or remedy of Franchisor shall in any way affect any Obligations of Guarantors under this Guarantee or give Guarantors any recourse against Franchisor. Without limiting the generality of the foregoing, Guarantors agree that, regardless of whether Franchisor gives notice thereof or obtains the consent of Guarantors thereto, Guarantors’ liability under this Guarantee shall not be released, extinguished or otherwise reduced in any way by reason of (i) any amendment, modification, renewal, extension, substitution or replacement of the Area Development Agreement or of any of the Obligations, in whole or in part; (ii) any acceptance, enforcement or release by Franchisor of any security for the Area Development Agreement or of any of the Obligations, any addition, substitution or release of any of the Guarantors, or any enforcement, waiver, surrender, impairment, release, compromise or settlement of any matter with respect to the Area Development Agreement or the Obligations or any security therefore; (iii) any assignment of this Guarantee, in whole or in part by Franchisor, or any assignment or transfer of the Area Development Agreement by Franchisor or Area Developer; (iv) the invalidity or unenforceability of any provision of the Area Development Agreement or any of the Obligations;

or (v) any failure, omission or delay of Franchisor in enforcing the Area Development Agreement, the Obligations or this Guarantee.

5. Guarantors waive and agree not to assert or take advantage of (i) any right to require Franchisor to proceed against Area Developer or any other Person, firm or corporation or to proceed against or exhaust any security held by Franchisor at any time or to pursue any other remedy in Franchisor's power; (ii) any statute of limitations in any action under this Guarantee to collect any Obligations guaranteed hereby; (iii) any defense that may arise by reason of Area Developer's incapacity, lack of authority, insolvency or bankruptcy or Franchisor's failure to file or enforce a claim against the estate (either in bankruptcy or other proceeding) of Area Developer, any other or others; (iv) any defense arising out of any alteration of the Area Development Agreement or the Obligations; (v) notice of Area Developer's Default in the payment or performance of any of the Obligations; (vi) demand, protest and notice of any kind including, without limitation, notice of acceptance, notice of the existence, creation or incurring of new or additional Obligations or obligations or of any action or non-action on the part of Area Developer, Franchisor, any endorser, creditor of Area Developer or Guarantors under this or any other instrument, or any other Person, in connection with any obligation or evidence of Obligations held by Franchisor or in connection with any Obligations hereby guaranteed; (vii) all rights and defenses arising out of an election of remedies by Franchisor, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantors' rights of subrogation and reimbursement against Area Developer by operation of Applicable Law or otherwise; (viii) any duty of Franchisor to disclose to Guarantors any facts that Franchisor may now or hereafter know about Area Developer, regardless of whether Franchisor has reason to believe that any such facts materially increase the risk beyond that which Guarantors intend to assume or have reason to believe that such facts are unknown to Guarantors or has a reasonable opportunity to communicate such facts to Guarantors, it being understood and agreed that Guarantors are responsible to be and to keep informed of Area Developer's financial condition and of all circumstances bearing on the risk of nonpayment of any Obligations hereby guaranteed; and (ix) any right to the benefit of or to direct the application of any security held by Franchisor.

6. Until all Obligations to Franchisor are paid in full and fully performed, Guarantors shall have no right of subrogation and waive any right to enforce any remedy that Franchisor now has or may hereafter have against Area Developer. All existing or future indebtedness of Area Developer to Guarantors and any right to withdraw capital invested in Area Developer by Guarantors are hereby subordinated to all Obligations.

7. Guarantors' liabilities and all rights, powers and remedies of Franchisor under this Guarantee and under any other agreement now or at any time hereafter in force between Franchisor and Guarantors shall be cumulative and not alternative and such rights, powers and remedies shall be additional to all rights, powers and remedies given to Franchisor by Applicable Law. Without limiting the generality of anything contained herein, Guarantors waive and agree not to assert or take advantage of: (i) all rights described in California Civil Code Section 2856(a) (1) through (3), inclusive, which includes, without limitation, any rights and defenses which are or may become available to Guarantors by reason of California Civil Code Sections 2787 through 2855, inclusive; and (ii) California Civil Code Section 2899.

8. The liability of Guarantors under this Guarantee shall be an absolute, direct, immediate and unconditional continuing guarantee of payment and performance and not of collection. Guarantors' obligations under this Guarantee are independent of Area Developer's obligations. This is a continuing Guarantee. It shall be irrevocable during the Term and through any extensions, amendments, modifications, substitutions or replacements of the Area Development Agreement and until all Obligations has been fully paid and the Obligations have been fully performed. In the event of any Default under this Guarantee, a

separate action and/or successive actions may be brought and prosecuted against Guarantors regardless of whether action is brought against Area Developer or whether Area Developer is joined in any such action or actions. Franchisor may maintain successive actions for other defaults. Franchisor's rights under this Guarantee shall not be exhausted by Franchisor's exercise of any rights or remedies or by any such action or by any number of successive actions until and unless all Obligations have fully been paid and performed. The obligations of Guarantors shall be primary and are independent of the obligations of Area Developer and Franchisor may directly enforce its rights under this Guarantee without proceeding against or joining Area Developer or any other Person or Entity, or applying or enforcing any security of the Area Development Agreement. Guarantors acknowledge and agree that Guarantors shall, and hereby are, bound by each and all of the confidentiality and non-competition provisions of the Area Development Agreement.

9. Neither any provision of this Guarantee nor right of Franchisor under this Guarantee can be waived, nor can Guarantors be released from Guarantors' obligations under this Guarantee except by a written agreement executed by Franchisor. If any provision or portion of any provision of this Guarantee is found by a court of competent jurisdiction to be illegal or unenforceable, all other provisions shall, nevertheless, remain enforceable and effective. This Guarantee constitutes the entire agreement of Guarantors and Franchisor with respect to the subject matter hereof and no representation, understanding, promise or condition concerning the subject matter hereof shall bind Franchisor unless expressed herein.

10. All written notices permitted or required under this Guarantee shall be deemed given and delivered in accordance with Article 17 of the Area Development Agreement. Notices to Guarantors shall be sent to the address set forth below each Guarantor's signature below.

11. This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Guarantee with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Guarantee for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Guarantee. In addition, this Guarantee may be signed electronically by Guarantors and electronic signatures appearing on this Guarantee shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Guarantee.

12. This Guarantee shall be governed by and construed in accordance with the laws of the State of California. Venue for purposes of any legal proceedings brought in connection with or arising out of this Guarantee shall be conclusively presumed to be, and Guarantors hereby submit to the jurisdiction of any court, whether federal or state, in the State of California, in the county in which Franchisor's principal place of business is located at the time the act is initiated, or as otherwise selected by Franchisor in its sole and absolute discretion.

Executed by or on behalf of Guarantors on the date set forth below.

____________________________________ Date: ____________________

Address:

____

____________________________________ Date: ____________________

Address:

____

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT C
CONFIDENTIALITY AGREEMENT FOR PROSPECTIVE FRANCHISEES

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made this ___ day of _______________, 20___ (the "Effective Date") by and between PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, a California limited liability company, doing business as "Placement Helpers" ("Franchisor"), on the one hand, and ______________________, a ___________________________ ("Candidate"), on the other hand, who are individually referred to in this Agreement as a "Party," and collectively referred to in this Agreement as "Parties," with reference to the following facts:

A. Franchisor and its affiliates have developed the "Placement Helpers System" for the establishment and operation of businesses that provide personalized assistance for finding the best senior care and assisted living options under the trade name and service mark "Placement Helpers" and other related trademarks, service marks, logos and commercial symbols (the "Placement Helpers Marks"). The "Placement Helpers System" is the unique system developed by Franchisor and its affiliates that includes operating methods and business practices related to Placement Helpers Businesses, the relationship between Franchisor and its franchisees, interior and exterior Placement Helpers Business design, other items of trade dress, specifications for equipment, fixtures and uniforms, defined product offerings, Franchisor specified pricing and promotions, restrictions on ownership, standard operating and administrative procedures, management and technical training programs, marketing and public relations programs, and Franchisor's website, all as Franchisor may modify from time to time.

B. Franchisor has the right to use, and to license others to use, the Placement Helpers Marks and the Placement Helpers System, and has, as a result of its expenditure of time, skill, effort, and money, developed a distinctive franchise model for qualified franchisees to obtain the right to operate Placement Helpers Businesses using the Placement Helpers Marks and the Placement Helpers System.

C. Franchisor may provide Candidate with confidential and proprietary information regarding the Placement Helpers System prior to granting or declining to grant Candidate a franchise or entering into a franchise agreement with Candidate. Franchisor desires that Candidate maintain the confidentiality of all such confidential and proprietary information on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. <u>INCORPORATION OF RECITALS</u>.

The recitals set forth in Paragraph A through Paragraph C above are true and correct and are hereby incorporated by reference into the body of this Agreement.

2. <u>CONFIDENTIALITY</u>.

Candidate acknowledges and agrees:

2.1. <u>Confidential Information</u>. Candidate acknowledges and agrees that the Placement Helpers System is comprised of confidential information that has been developed by Franchisor and its affiliate by the investment of time, skill, effort and money and is widely recognized by the public, is of substantial value, and is proprietary, confidential and constitutes trade secrets of Franchisor and its affiliates, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, products and services, sources of inventory and equipment, client management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, customer lists and other customer data, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, information regarding the skills and compensation of employees and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, knowledge or know-how concerning the methods of operation of the Placement Helpers Business which may be communicated to Candidate, or of which Candidate may be apprised, by virtue of Candidate's operation of the Placement Helpers Business under the terms of this Agreement, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "Confidential Information"). Confidential Information does not include any information that was in the lawful and unrestricted possession of Candidate prior to its disclosure by Franchisor; is or becomes generally available to the public by acts other than those of Candidate after receiving it; has been received lawfully and in good faith by Candidate from a third party who did not derive it from Franchisor or Candidate; or is shown by acceptable evidence to have been independently developed by Candidate.

2.2. Value. That the Confidential Information has been developed by Franchisor and its affiliates by the investment of time, skill, effort and money and is widely recognized by the public and is of substantial value.

2.3. Proprietary. That the Confidential Information is proprietary, confidential and constitutes a trade secret of Franchisor and its affiliates.

2.4. Maintain Confidentiality. That Candidate will fully and strictly maintain the confidentiality of the Confidential Information, will exercise the highest degree of diligence in safeguarding the Confidential Information and will not disclose or reveal the Confidential Information to any person other than another person who is actively and directly participating in the acquisition of the franchise with Candidate, but only after first disclosing the identity of such person to Franchisor in writing and obtaining such person's signature on a Non-Disclosure Agreement similar to this Agreement, unless covered by attorney-client privilege.

2.5. Reproduction and Use. That Candidate will not directly or indirectly reproduce or copy any Confidential Information or any part thereof and will make no use of any Confidential Information for any purpose whatsoever unless and until Candidate becomes a franchisee of Franchisor, and then only in accordance with the provisions of Candidate's Franchise Agreement.

2.6 No Prior Experience, Information or Knowledge. Prior to the Effective Date, Candidate had no experience, information or knowledge whatsoever about the establishment and operation of businesses that provide senior living placement services. Candidate's knowledge of the Confidential Information was obtained only from Franchisor following the Effective Date.

3. GENERAL.

3.1. Injunction. Candidate recognizes the unique value and secondary meaning attached to the Confidential Information and the elements of the Placement Helpers System and agrees that any noncompliance with the terms of this Agreement or any unauthorized or improper use of the Confidential Information will cause irreparable damage to Franchisor and its franchisees. Candidate therefore agrees that if Candidate should engage in any such unauthorized or improper use of the Confidential Information, Franchisor shall be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction without notice or the posting of any bond, in addition to any other remedies prescribed by law.

3.2. Entire Agreement; Heirs and Successors. This Agreement represents the entire understanding between the Parties regarding the subject matter of this Agreement and supersedes all other negotiations, agreements, representations and covenants, oral or written. This Agreement may not be modified except by a written instrument signed by Franchisor and Candidate that expressly modifies this Agreement. The Parties intend this Agreement to be the entire integration of all of their agreements on this subject of any nature regarding the subject matter of this Agreement. No other agreements, representations, promises, commitments or the like, of any nature, exist between the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns.

3.3. No Warranties. Candidate acknowledges and agrees that Franchisor has made no promises, representations or warranties to Candidate that are inconsistent with the terms of this Agreement or Franchisor's Franchise Disclosure Document concerning the profitability or likelihood of success of the Placement Helpers Business, that Candidate has been informed by Franchisor that there can be no guaranty of success in the Placement Helpers Business and that Candidate's business ability and aptitude are primary in determining his success.

3.4. No Right to Use the Placement Helpers System or the Placement Helpers Marks. This Agreement is not a Franchise Agreement or a license of any sort, and does not grant Candidate any right to use or to franchise or license the use of, the Confidential Information, which right is expressly reserved by Franchisor.

3.5. Waiver. Failure by Franchisor to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including a waiver of default, in any one instance shall not constitute a continuing waiver or a waiver in any other instance.

3.6. Validity. Any invalidity of any portion of this Agreement shall not affect the validity of the remaining portions and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in full force and effect.

3.7. Headings and Gender. The headings herein are for purposes of convenience only and shall not be used in construing the provisions hereof. As used herein, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

3.8. Attorneys' Fees. If Franchisor becomes a party to any legal proceedings concerning this Agreement by reason of any act or omission of Candidate or its authorized representatives, Candidate shall be liable to Franchisor for the reasonable attorneys' fees and court costs incurred by Franchisor in the legal proceedings.

If either Party commences a legal proceeding against the other Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to have and recover from the other Party its reasonable attorneys' fees and costs of suit.

3.9. Cumulative Remedies. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

3.10. Notices. All notices or demands to be given under this Agreement shall be in writing and shall be served in person, by air courier delivery or by certified mail. Service shall be deemed conclusively made (i) at the time of service, if personally served; (ii) three (3) business days after delivery by the Party giving the notice, statement or demand if by air courier with a guaranteed tracking facility; or (iii) three (3) business days after placement in the United States mail by Certified Mail, Return Receipt Requested, with postage prepaid. Notices and demands shall be given to the respective Parties at the following addresses, unless and until a different address has been designated by written notice to the other Party:

Notices to Franchisor:

Placement Helpers Franchise Systems, LLC
680 E. Colorado Boulevard, Suite #180 and 2nd Floor
Pasadena, California 91101
Attention: Chief Executive Officer

With a copy to (which shall not constitute notice):

Tal Grinblat, Esq.
Lewitt, Hackman, Shapiro, Marshall and Harlan,
A Law Corporation
16633 Ventura Boulevard, 11th Floor
Encino, California 91436

Notices to Candidate:

____
____
____
____
Attention: ________________

Either Party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other Party.

3.11. Judicial Relief. The Parties agree that disputes arising out of or relating to this Agreement shall be brought in the state or federal Courts located within the state, city and county in which Franchisor has a principal place of business at the time the action is initiated. To the fullest extent that the Parties may do so under Applicable Law, the Parties waive the defense of inconvenient forum to the maintenance of an action in these Courts and agree not to commence any action of any kind except in these Courts. This Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of California, and if the Placement Helpers Business is to be located outside of California and such provision would be enforceable under the laws of the state in which the Placement Helpers Business is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 3.11 is intended by the Parties to subject this Agreement to any franchise or similar law, rules, or regulation of any state to which it would not otherwise be subject.

3.12. Counterparts and Electronic Transmission; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement. In addition, this Agreement may be signed electronically by the Parties and electronic signatures appearing on this Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement.

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

FRANCHISOR:

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC,
A California limited liability company

By: ______________________________________
Name: ____________________________________
Title: ____________________________________

CANDIDATE:

By: ______________________________________
Name: ____________________________________
Title: ____________________________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT D
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT FOR EMPLOYEES OF FRANCHISEE

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

THIS NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT (this "Agreement") is made this _____ day ______________________, 20___ (the "Effective Date"), by and between ___________________ ("Franchisee"), on the one hand, and _________________________("Recipient"), on the other hand, who are individually referred to in this Agreement as a "Party", and collectively referred to in this Agreement as "Parties", with reference to the following facts:

A. Placement Helpers Franchise Systems, LLC, doing business as "Placement Helpers" ("Franchisor") and its affiliates have developed the "Placement Helpers System" for the establishment and operation of businesses that provide personalized assistance for finding the best senior care and assisted living options and related and services for sale under the trade names and service marks "Placement Helpers" and other related trademarks, service marks, logos and commercial symbols Placement Helpers Marks").

B. The "Placement Helpers System" is the unique system developed by Franchisor and its affiliates that includes operations and training manuals and other written directives related to the Placement Helpers System (the "Manuals"), operating methods and business practices related to Placement Helpers Franchised Businesses, the relationship between Franchisor and its franchisees, interior and exterior Placement Helpers Franchised Business design, other items of trade dress, specifications for equipment, fixtures and uniforms and defined product and merchandise offerings, Franchisor specified pricing and promotions, restrictions on ownership, standard operating and administrative procedures, management and technical training programs, marketing and public relations programs and Franchisor's website (collectively, the "Confidential Information"), all of which may be modified by Franchisor from time to time and may be disclosed to Recipient by Franchisee.

C. Franchisor has and continues to protect the confidentiality of the Confidential Information by, among other things, (i) not revealing the confidential contents of the Confidential Information to unauthorized parties; (ii) requiring Placement Helpers franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring Placement Helpers franchisees to agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring its franchisees to return all Confidential Information to Franchisor upon the expiration and termination of their Franchise Agreements.

D. Franchisor and Franchisee have entered into a Franchise Agreement under which Franchisor has granted Franchisee the right to own and operate a Placement Helpers Franchised Business and to use the Placement Helpers System, the Placement Helpers Marks, the Manuals, and the Confidential Information in the operation of the Placement Helpers Franchised Business.

E. Franchisee is obligated under its Franchise Agreement with Franchisor to obtain a written agreement from all supervisorial and managerial personnel employed by Franchisee and each independent contractor engaged by Franchisee who may have access to the Confidential Information and who may be the recipient of the disclosure of the Confidential Information to maintain the confidentiality of the Confidential Information, to obtain the written agreement of all supervisorial and managerial personnel employed Franchisee and each independent contractor to not use the Confidential Information other than in the course of his or her employment or engagement by Franchisee and to not disclose any of the Confidential Information to any unauthorized parties during the period of time that he or she is providing services for Franchisee and forever after his or her employment or engagement by Franchisee ends.

NOW, THEREFORE, IT IS AGREED:

1. ACKNOWLEDGMENTS OF RECIPIENT.

1.1 No Prior Experience, Information or Knowledge. Prior to his or her employment or engagement by Franchisee, Recipient had no experience, information or knowledge whatsoever about the establishment and operation of businesses that provide senior living placement services related services for sale. Recipient's knowledge of the Confidential Information was obtained only from Franchisee following the Effective Date and only in the course of Recipient's employment or engagement by Franchisee.

1.2 Confidential Information. The Confidential Information includes all of the items included elsewhere in this Agreement and, in addition, without limitation, all tangible and intangible information (whether or not in electronic form) relating to Franchisor's business operations, styles, products and services, sources of materials and equipment, client management and other software, data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, customer lists and other customer data, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, information regarding the skills and compensation of employees and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between Franchisor and other companies, persons or entities, the Placement Helpers System, and any other information or material considered proprietary by Franchisor whether or not designated as confidential information by Franchisor, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or its affiliates and which is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential. Confidential Information also includes the manner in which any of the above described items may be combined with any other information or products or synthesized or used by Recipient. Confidential Information does not include any information that was in the lawful and unrestricted possession of Recipient prior to its disclosure by Franchisee to Recipient; is or becomes generally available to the public by acts other than those of Recipient after receiving it; has been received lawfully and in good faith by Recipient from a third party who did not derive it from Franchisor, Franchisee or Recipient; or is shown by acceptable evidence to have been independently developed by Recipient.

1.3 Independent Value. The Confidential Information (i) is not generally known by the public or parties other than Franchisor, its affiliates, its franchisees and Franchisee; (ii) derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor or Franchisee; and (iii) is the subject of extensive efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information. The Confidential Information has been developed by

Franchisor, its founders and their affiliates by the investment of time, skill, effort and money and is widely recognized by the public, of substantial value, and is proprietary, confidential and constitutes trade secrets of Franchisor, its founder and their affiliates.

2. COVENANTS OF RECIPIENT.

Recipient agrees that so long as Recipient is employed or engaged by Franchisee and forever after his or her employment or engagement by Franchisee ends:

2.1 Maintain Confidentiality. Recipient will fully and strictly maintain the confidentiality of the Confidential Information, will exercise the highest degree of diligence in safeguarding the Confidential Information and will not disclose or reveal the Confidential Information to any person other than Franchisee or other personnel employed by Franchisee or independent contractors engaged by Franchisee while a supervisorial or managerial employee or independent contractor of Franchisee and will then do so only to the degree necessary to carry out Recipient's duties as a supervisorial or managerial employee or independent contractor of Franchisee.

2.2 No Reproduction or Use. Recipient will not directly or indirectly reproduce or copy any Confidential Information and will make no use of any Confidential Information for any purpose whatsoever except as may be required while Recipient is employed or engaged by Franchisee and will then do so only in accordance with the provisions of this Agreement and only to the degree necessary to carry out Recipient's duties as a supervisorial or managerial employee or independent contractor of Franchisee.

2.3 Restrictions. Recipient specifically acknowledges and agrees Recipient may receive valuable specialized training and Confidential Information, including, without limitation, Confidential Information regarding the operational, sales, promotional, and marketing methods and techniques of Franchisor and the Placement Helpers System, which are unique and proprietary to Franchisor, derive independent economic value from not being generally known to the public and are the subject of Franchisor's efforts and that are reasonable under the circumstances to maintain their secrecy. Recipient therefore covenants that while employed or engaged by Franchisee, Recipient shall not, either directly or indirectly, for himself or herself, or through, on behalf of, or in conjunction with any person, or legal entity (i) divert or attempt to divert any present or prospective Placement Helpers client 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 Placement Helpers Marks and the Placement Helpers System; or (ii) own (either beneficially or of record), engage in or render services to, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business that offers and sells unique, old-fashioned style soda pop flavors, cutting-edge new-to-market beverages, energy drinks, hard-to-find candy brands, other confections and novelty items and any business that looks like, copies, imitates, or operates with similar trade dress or décor to the Placement Helpers Franchised Business.

2.4 Third Party Beneficiary. Franchisor is, and shall be and remain, a third party beneficiary of this Agreement and will have the independent right to enforce the terms of this Agreement. Any action brought by Franchisor to enforce the terms of this Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the laws of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Agreement would not be enforceable under the laws of California, and if the Placement Helpers Franchised Business is located outside of California and such provision would be enforceable under the laws of the state in which the Placement Helpers Franchised Business is to be located, then such provision shall be interpreted and construed under the laws of that state. Any action brought by Franchisor to enforce the terms of this Agreement shall be brought within the state, city and county in which Franchisor has a principal place of business at the time the action is initiated, and the Parties hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

2.5 No Restriction. Nothing in this Article 2 is intended to prohibit or restrict any activity which prohibition or restriction violates Recipient's rights to engage in protected concerted activity under the National Labor Relations Act.

3. GENERAL TERMS.

3.1 Injunction. Recipient recognizes the unique value and secondary meaning attached to the Confidential Information and the elements of the Placement Helpers System and agrees that Recipient's noncompliance with the terms of this Agreement or any unauthorized or improper use of the Confidential Information by Recipient will cause irreparable damage to Franchisor and its franchisees. Recipient therefore agrees that if Recipient should engage in any unauthorized or improper use or disclosure of the Confidential Information, Franchisor and Franchisee, independently, will be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction without notice or the posting of any bond, to prevent any unauthorized or improper use or disclosure of the Confidential Information in addition to any other remedies prescribed by law. Due to the irreparable damage that would result to Franchisor and Franchisee from any violation of this Agreement, Recipient acknowledges and agrees that any claim Recipient believes he or she may have against Franchisor or Franchisee will be deemed to be a matter separate and apart from Recipient's obligations under this Agreement and will not entitle Recipient to violate or justify any violation of the provisions of this Agreement.

3.2 Heirs and Successors; Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties, their heirs, successors and assigns. This Agreement represents the entire understanding between the Parties regarding the subject matter of this Agreement and supersedes all other negotiations, agreements, representations and covenants, oral or written. This Agreement may not be modified except by a written instrument signed by Franchisor and Recipient that expressly modifies this Agreement. The Parties intend this Agreement to be the entire integration of all of their agreements on this subject of any nature regarding the subject matter of this Agreement. No other agreements, representations, promises, commitments or the like, of any nature, exist between the Parties.

3.3 No Right to Use Placement Helpers Marks or Placement Helpers System. This Agreement is not a license of any sort, and does not grant Recipient any right to use or to license the use of, the Confidential Information, which right is expressly reserved by Franchisor.

3.4 Waiver and Validity. Failure by Franchisor to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including a waiver of default in any one instance, shall not constitute a continuing waiver or a waiver in any other instance. Any invalidity of any portion of this Agreement shall not affect the validity of the remaining portions and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in full force and effect.

3.5 Headings and Gender. The headings in this Agreement are for purposes of convenience only and shall not be used in construing the provisions of this Agreement. As used in this Agreement, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

3.6 Attorneys' Fees. If Franchisor becomes a party to any legal proceedings concerning this Agreement by reason of any act or omission of Recipient, Recipient shall be liable to Franchisor for the reasonable attorneys' fees and court costs incurred by Franchisor in the legal proceedings. If any Party to this Agreement commences any legal proceeding against another Party arising out of or in connection with this Agreement, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs of suit.

3.7 Cumulative Remedies. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

3.8 Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the Parties under this Agreement shall be deemed delivered at the time delivered by hand, one (1) business day after transmission by fax or email (with a confirmation copy sent by regular United States mail), or three (3) days after placement in the United States mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

Any notice or demand to Franchisee shall be given to:

____
____
____
Fax: _________________

With a copy to:

Placement Helpers Franchise Systems, LLC
680 E. Colorado Boulevard, Suite #180 and 2nd Floor
Pasadena, California 91101
Attention: Chief Executive Officer

Any notice or demand to Recipient shall be given to:

____
____
____
Fax: _________________

Either Party may change their address for the purposes of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other Party.

3.9 Counterparts and Electronic Transmission; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement. In addition, this Agreement may be signed electronically by the Parties and electronic signatures appearing on this Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

FRANCHISEE:	RECIPIENT:
________________________________,	
A ______________________________	
	________________________________
By: _____________________________	
Name: ___________________________	
Title: ___________________________	

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT E
GENERAL RELEASE AGREEMENT

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (this “Release Agreement”) is made and entered into as of ____________ (the “Effective Date”), by and among PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, a California limited liability company, doing business as “Placement Helpers” ("Franchisor"), on the one hand, and ____ a ______________________ ("Franchisee"), and ______________________ (“Owner”), on the other hand, who are collectively referred to in this Release Agreement as the “Releasing Parties”, with reference to the following facts:

A. Franchisor and Franchisee are parties to that certain Franchise Agreement and related ancillary agreements dated _________________________ (collectively, the “Franchise Agreement”) pursuant to which Franchisor granted Franchisee a license (the “License”) to use the service marks and trade names ”Placement Helpers” and other related trademarks, service marks, logos and commercial symbols (the “Marks”) and the “Placement Helpers System” (the “System”) in connection with the operation of a Placement Helpers Franchised Business (the “Placement Helpers Franchised Business”) located at __________________________ (the “Franchised Location”).

B. Franchisee desires to enter into a _______________________________.

C. This Release Agreement has been requested at a juncture in the relationship of the parties where Franchisor is considering either a change or an expansion of the relationship between the parties and/or their affiliates. Franchisor is unwilling to make the anticipated change or expansion in the relationship of the parties unless it is certain that it is proceeding with a “clean slate” and that there are no outstanding grievances or Claims against it. Releasing Parties, therefore, give this Release Agreement as consideration for receiving the agreement of Franchisor to an anticipated change or expansion of the relationship between the parties. Releasing Parties acknowledge that this Release Agreement is intended to wipe the slate clean.

NOW, THEREFORE, IT IS AGREED:

1. DEFINITIONS. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them.

1.1 “Claims” means all actual and alleged claims, demands, Losses, charges, agreements (whether written or oral), covenants, responsibilities, warranties, obligations, contracts (whether oral or written), debts, violations, suits, counterclaims, cross claims, third party claims, accounts, liabilities, costs, expenses (including attorneys’ fees and court costs), rights to terminate and rescind, rights of action and causes of action of any kind or nature, whatsoever, whether known or unknown, matured or unmatured, accrued or unaccrued, suspected or unsuspected, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, and whether or not asserted, threatened, alleged, or litigated, at law, equity, or otherwise.

1.2 “Constituents” means past, present and future affiliates, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

1.3 “Excluded Matters” means Franchisor’s continuing contractual obligations which arise or continue under and pursuant to the Franchise Agreement on and after the date of this Release Agreement.

1.4 “Franchisor Released Parties” means Franchisor and each of its Constituents.

1.5 “Losses” means all damages, debts, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, all interest thereon, all costs and expenses of investigating any Claim, reference proceeding, lawsuit or arbitration and any appeal therefrom, all actual attorneys’ fees incurred in connection therewith, whether or not such Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid incident to any compromise or settlement of any such Claim, reference proceeding, lawsuit or arbitration.

2. GENERAL RELEASE AGREEMENT. Releasing Parties, for themselves and their Constituents, hereby release and forever discharge Franchisor Released Parties from any and all Claims, whether known or unknown, based upon anything that has occurred or existed, or failed to occur or exist, from the beginning of time to the Effective Date, including, without limitation any and all Claims which relate to the Franchise Agreement, the Placement Helpers Franchised Business, the System, the License, the Marks, and the franchised location, or to any other agreement entered into prior to the Effective Date between Franchisor Released Parties, on the one hand, and Releasing Parties, on the other hand, except for the Excluded Matters and obligations under this Release Agreement. This waiver, release and discharge is effective immediately in its fullest and most comprehensive sense.

3. WAIVER OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE.

3.1 Section 1542 of the California Civil Code. Releasing Parties, for themselves and their Constituents, acknowledge that they are familiar with Section 1542 of the California Civil Code, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3.2 Waiver. With respect to those Claims being released pursuant to Section 2, Releasing Parties, for themselves and their Constituents, acknowledge that they are releasing unknown Claims and waive all rights they have or may have under Section 1542 of the California Civil Code or any other statute or common law principle of similar effect. For purposes of this Section 3, Releasing Parties shall be considered to be creditors of the Franchisor Released Parties, and each of them.

4. UNKNOWN CLAIMS. Releasing Parties acknowledge and agree that among the wide and comprehensive range of Claims being waived, released, and discharged by this Release Agreement, they are waiving, releasing, and discharging unknown and unsuspected Claims which, if known or suspected by Releasing Parties to exist in their favor at the time of executing this Release Agreement, may have materially affected Releasing Parties’ decision to enter into this Release Agreement. It is understood by Releasing Parties that, after the Effective Date, the facts under which this Release Agreement is entered into may turn out to be other than or different from the facts Releasing Parties knew or believed to be true on the Effective Date.

Releasing Parties, therefore, expressly assume the risk of the facts turning out to be so different and agree that this Release Agreement shall be in all respects final and effective and not subject to termination or rescission by any such difference in facts.

5. REPRESENTATIONS AND WARRANTIES. Releasing Parties hereby represent and warrant that, in entering into this Release Agreement, Releasing Parties: (i) are doing so freely and voluntarily, either upon the advice of counsel and business advisors of Releasing Parties' own choosing, or without such advice because Releasing Parties, free from coercion, duress or fraud, declined to obtain such advice; (ii) have read and fully understand the terms and scope of this Release Agreement; (iii) understand that this Release Agreement is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) have not assigned, transferred, or conveyed to any third party all or any part of their interest, or any contingent interest, in any of the Claims released by this Release Agreement now or in the future, and are aware of no third party who contends or claims otherwise, and shall not purport to assign, transfer, or convey any interest in any such Claim after the Effective Date.

6. COVENANTS NOT TO SUE. Releasing Parties hereby irrevocably covenant that they will not, directly or indirectly: (i) commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement; or (ii) assist or encourage any person or entity to investigate, inquire into, commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement.

7. INDEMNITY. Without in any way limiting any of the rights and remedies otherwise available to the Franchisor Released Parties, Releasing Parties shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims whether or not involving third-party Claims, arising directly or indirectly from or in connection with: (i) the assertion by or on behalf of Releasing Parties or their Constituents of any Claim or other matter released pursuant to this Release Agreement; (ii) the assertion by any third party of any Claim or demand against any Franchisor Released Party which Claim or demand arises directly or indirectly from, or in connection with, any Claims or other matters released pursuant to this Release Agreement; (iii) any breach of representations, warranties or covenants hereunder by Releasing Parties or its Constituents; or (iv) the Franchise Agreement, the Placement Helpers Franchised Business, the Franchised Location, and/or any and all claims of creditors, customers, vendors, suppliers or invitees of the Placement Helpers Franchised Business, or other third parties, for obligations incurred and/or acts or omissions to act by Franchisee, both prior to and following the Effective Date.

8. GENERAL PROVISIONS.

8.1 Amendment. This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the parties.

8.2 Entire Agreement. This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the parties with respect to the subject matter of this Release Agreement and supersedes any prior negotiations and agreements, oral or written, with respect to the subject matter of this Release Agreement. The Recitals set forth in Paragraphs A through C of this Release Agreement are true and correct and are incorporated into this Release Agreement as part of this Release Agreement.

8.3 Counterparts and Electronic Transmission; Electronic Signatures. This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Release Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Release Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Release Agreement. In addition, this Release Agreement may be signed electronically by the parties and electronic signatures appearing on this Release Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Release Agreement.

8.4 Heirs, Successors and Assigns. This Release Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns. In addition, each of Franchisor Released Parties that is not a party shall be a third party beneficiary of this Release Agreement, with the right to enforce this Release Agreement for his, her, or its benefit, whether acting alone or in combination with any other Franchisor Released Party.

8.5 Interpretation. The rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the parties, and shall have no applicability in construing this Release Agreement or any of its terms. The headings used in this Release Agreement are for purposes of convenience only and shall not be used in construing the provisions of this Release Agreement. As used in this Release Agreement, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

8.6 Severability and Validity. Any provision of this Release Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Release Agreement or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

8.7 Governing Law and Venue. The parties agree that disputes arising out of or relating to this Agreement shall be brought in the state or federal Courts located within the state, city and county in which Franchisor has a principal place of business at the time the action is initiated. To the fullest extent that the parties may do so under Applicable Law, the parties waive the defense of inconvenient forum to the maintenance of an action in these Courts and agree not to commence any action of any kind except in these Courts. This Release Agreement shall be interpreted and construed under the laws of California. In the event of any conflict of law, the law of California shall prevail, without regard to the application of California conflict of law rules. If, however, any provision of this Release Agreement would not be enforceable under the laws of California, and if the Placement Helpers Franchised Business is located outside of California and such provision would be enforceable under the laws of the state in which the Placement Helpers Franchised Business is located, then such provision shall be interpreted and construed under the laws of that state. Nothing in this Section 8.7 is intended by the parties to subject this Release Agreement to any franchise or similar law, rule, or regulation of the state of California to which it would not otherwise be subject.

8.8 Authority of Franchisor. Franchisor represents and warrants that (i) Franchisor has the power and authority to enter into this Release Agreement and to perform its obligations under this Release Agreement without the approval or consent of any other person or entity, and (ii) the individual who executes this Release Agreement on Franchisor's behalf is duly authorized to do so without the approval or consent of any other person or entity.

8.9 Authority of Releasing Parties. Releasing Parties represent and warrant that (i) they have the power and authority to enter into this Release Agreement and to perform their obligations under this Release Agreement without the approval or consent of any other person or entity, and (ii) the individuals who execute this Release Agreement on Releasing Parties' behalves are duly authorized to do so without the approval or consent of any other person or entity.

8.10 No Waiver. No delay, waiver, omission, or forbearance on the part of any party to exercise any right, option, duty, or power arising out of any breach or default by any other party of any of the terms, provisions, or covenants of this Release Agreement, and no custom or practice by the parties at variance with the terms of this Release Agreement, shall constitute a waiver by any party to enforce any such right, option, or power as against the other parties, or as to a subsequent breach or default by the other parties.

8.11 Attorneys' Fees. If any legal action is brought to enforce the terms of this Release Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, and any and all costs of collection, in addition to any other relief to which that party may be entitled.

8.12 Further Acts. The parties agree to execute, acknowledge and deliver to any requesting party, and to procure the execution, acknowledgment and delivery to any requesting party, of any additional documents or instruments which the requesting party may reasonably require to fully effectuate and carry out the provisions of this Release Agreement.

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

FRANCHISOR:

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC,
A California limited liability company

By: ______________________________
Name: ______________________________
Title: ______________________________

FRANCHISEE:

____
A ______________________________

By: ______________________________
Name: ______________________________
Title: ______________________________

OWNER:

____
____________________, an individual

____
____________________, an individual

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT F
STATE SPECIFIC ADDENDA

CALIFORNIA
ADDENDUM TO DISCLOSURE DOCUMENT

The Disclosure Document is amended as follows:

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT 14 DAYS PRIOR TO EXECUTION OF ANY AGREEMENT.

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

Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

> Neither we nor any person identified in Item 2, or an affiliate or franchise broker offering franchises under our principal trademark is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such person from membership in that association or exchange.

2. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

> The Franchise Agreement requires franchisee to sign a general release of claims upon renewal or transfer of the Franchise Agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.
>
> California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
>
> The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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

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

CALIFORNIA
ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "Addendum") dated _________________, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "Franchise Agreement") dated _________________, by and between PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, a California limited liability company, as franchisor ("Franchisor"), and __________________________, as franchisee ("Franchisee"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

1. For the purposes of Cal. Bus. & Prof. Code Section 20022, Franchisor and Franchisee agree that:

a. The parties will use the declining-balance depreciation method to calculate the value of Franchisee's assets (inventory, supplies, equipment, fixtures, and furnishings) for the purposes of a purchase by Franchisor under Section 20022. The purchase price by Franchisor for these assets will not include the cost of removal and transportation of those assets, which will be Franchisee's responsibility.

b. For purposes of Section 20022, Franchisee is not able to provide to Franchisor "clear title and possession" to Franchisee's assets if those Assets are subject to liens or encumbrances including: (i) purchase money security interests; (ii) blanket security interests; (iii) rights of first refusal; (iv) liens by franchisee's landlord; or (v) tax liens.

c. For the purposes of Section 20022(h), Franchisor's right of offset will include the following amounts owed by Franchisee to Franchisor or Franchisor's Affiliates: (i) Royalty Fees; (ii) Brand Development Fund Fees; (iii) liquidated damages; (iv) Transfer Fees; and (v) any other type of fee or amounts owed by Franchisee to Franchisor or Franchisor's Affiliates.

2. For the purposes of Cal. Bus. & Prof. Code Section 20035, Franchisor and Franchisee agree that:

a. "Fair market value of the franchise assets" means the value of Franchisee's Assets, valued according to the declining-balance method of depreciation. The purchase price by Franchisor for the Assets will not include the cost of removal and transportation of those assets, which will be Franchisee's responsibility.

b. "Fair market value of the franchised business" means the "fair market value of the franchise assets" as defined above, plus goodwill. The parties agree that the value of goodwill is the amount of Royalty Fees paid by Franchisee to Franchisor within the twelve (12) month period immediately before Franchisor's termination or failure to renew if Franchisor is in violation of the California Franchise Relations Act.

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

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:	FRANCHISEE:
PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC A California limited liability company	______________________________ [Print Name of Franchisee Entity]
By: ______________________________ Name: ______________________________ Title: ______________________________	By: ______________________________ Name: ______________________________ Title: ______________________________

CALIFORNIA
ADDENDUM TO AREA DEVELOPMENT AGREEMENT

THIS ADDENDUM TO AREA DEVELOPMENT AGREEMENT (this "Addendum") dated __________________, is intended to be a part of, and by this reference is incorporated into that certain Area Development Agreement (the "Area Development Agreement") dated __________________, by and between PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC, a California limited liability company, as franchisor ("Franchisor"), and ____________________________, as area developer ("Area Developer"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Area Development Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Area Development Agreement shall have the identical meanings in this Addendum.

1. For the purposes of Cal. Bus. & Prof. Code Section 20022, Franchisor and Area Developer agree that:

   d. The parties will use the declining-balance depreciation method to calculate the value of Area Developer's assets (inventory, supplies, equipment, fixtures, and furnishings) for the purposes of a purchase by Franchisor under Section 20022. The purchase price by Franchisor for these assets will not include the cost of removal and transportation of those assets, which will be Area Developer's responsibility.

   e. For purposes of Section 20022, Area Developer is not able to provide to Franchisor "clear title and possession" to Area Developer's assets if those Assets are subject to liens or encumbrances including: (i) purchase money security interests; (ii) blanket security interests; (iii) rights of first refusal; (iv) liens by Area Developer's landlord; or (v) tax liens.

   f. For the purposes of Section 20022(h), Franchisor's right of offset will include the following amounts owed by Area Developer to Franchisor or Franchisor's Affiliates: (i) Royalty Fees; (ii) Brand Development Fund Fees; (iii) liquidated damages; (iv) Transfer Fees; and (v) any other type of fee or amounts owed by Area Developer to Franchisor or Franchisor's Affiliates.

2. For the purposes of Cal. Bus. & Prof. Code Section 20035, Franchisor and Area Developer agree that:

   c. "Fair market value of the franchise assets" means the value of Area Developer's Assets, valued according to the declining-balance method of depreciation. The purchase price by Franchisor for the Assets will not include the cost of removal and transportation of those assets, which will be Area Developer's responsibility.

   d. "Fair market value of the franchised business" means the "fair market value of the franchise assets" as defined above, plus goodwill. The parties agree that the value of goodwill is the amount of Royalty Fees paid by Area Developer to Franchisor within the twelve (12) month period immediately before Franchisor's termination or failure to renew if Franchisor is in violation of the California Franchise Relations Act.

3. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement

made by any franchisor, franchise seller, or other person acting on behalf of franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:	AREA DEVELOPER:
PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC A California limited liability company	____________________________________ [Print Name of Area Developer Entity]
By: ______________________________ Name: ____________________________ Title: _____________________________	By: ___________________________________ Name: _________________________________ Title: __________________________________

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G
FINANCIAL STATEMENTS

PLACEMENT HELPERS FRANCHISE SYSTEMS LLC

INTERIM FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2023

Placement Helpers Franchise Systems LLC

Interim Financial Statements

For the Year Ended December 31, 2023

Contents

Fitzgerald & Company CPA's

2522 Chambers Rd, Ste 116
Tustin, CA 92780
Phone 949-398-0918
Fax 949-398-0551

Independent Accountant's Audit Report

Management
of Placement Helpers Franchise Systems, LLC

Opinion

We have audited the accompanying interim financial statements of Placement Helpers Franchise Systems LLC, a California Limited Liability Company, which compromise the balance sheets as of December 31, 2023, and the related statements of income and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Placement Helpers Franchise Systems, LLC as of December 31, 2023, 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.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Placement Helpers Franchise Systems, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Placement Helpers Franchise Systems, LLC ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

In preforming an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain and understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Placement Helpers Franchise Systems, LLC internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Placement Helpers Franchise Systems, LLC ability to continue as a going concern for the reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

John Fitzgerald

Fitzgerald and Company CPA's

March 4, 2024

Placement Helpers Franchise Systems LLC

Balance Sheet

December 31, 2023

ASSETS

CURRENT ASSETS	
Cash – in bank	$52,328.15
Total current assets	52,328.15
OTHER ASSETS	
Start-up Costs	27,173.39
TOTAL ASSETS	$79,501.54

LIABILITIES AND MEMBER'S EQUITY

LONG TERM LIABILITIES	0.00
MEMBER'S EQUITY	
Member Contribution Amador	39,750.77
Member Contribution Prishker	39,750.77
Total Members' equity	79,501.54
TOTAL LIABILITIES AND MEMBER'S EQUITY	$ 79,501.54

See Accountant's Audit Report.

Placement Helpers Franchise Systems, LLC

Statement of Income

For the Year Ended December 31, 2023

INCOME	$0.00
OPERATING EXPENSES	0.00
Net Profit (Loss)	$0.00
	====

See Accountant's Audit Report.

Placement Helpers Franchise Systems LLC

Statement of Cash Flows

For the Year Ended December 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES:	
Net income (Loss)	0.00
CHANGES AND ASSET LIABILITY	
Increase in Start-up Costs	($27,173.39)
Net cash used from operating activities	($27,173.39)
CASH FLOWS FROM MEMBERS CONTRIBUTIONS	
Increase in Member Contribution Amador	39,750.77
Increase in Member Contribution Prishker	39,750.77
Net Cash provided by Member Contributions	79,501.54
CASH FLOWS FROM FINANCING ACTIVITIES:	0.00
NET INCREASE IN CASH	$52,328.15

See Accountant's Audit Report.

Placement Helpers Franchise Systems LLC

Notes to Financial Statements

For the Year Ended December 31, 2023

Note 1 – Organization and Summary of Significant Accounting Polices

Description of Business

Placement Helpers Franchise Systems LLC (the Company) is a home health care referral service that is in the process of establishing a network of contracted home health care franchises in order to refer health care customers to as a result of its separate marketing efforts. The company was established in May 2023 in the state of California as a Limited Liability Company.

Basis of Accounting

The financial statements have been prepared on the accrual basis of accounting in accordance with the accounting principles generally accepted in the United States of America.

Use of Estimates

The preparation of the financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that effect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The most significant estimates relate to the allowance for doubtful accounts, useful lives of property and equipment, reserve for contractual allowances and sales adjustments, balances due to third party payers, and accrued expenses.

Cash and cash Equivalents

For the statement of cash flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

Note 2 – START-UP COSTS

Start-up Costs

The company had various costs for legal assistance, website development, and accounting to help it establish a franchise system to offer to the public for its services.   As of the preparation of these financial statements, the total amount required for the establishment of this franchise system has not been determined.

RELATED PARTY TRANSACTION

The members have contributed additional working capital to the company as needed to provide for its operations in return for their membership interests.

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT H
STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov	California Commissioner of Department of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505 (866) 275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities, Department of Commerce & Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Attn: Franchise Section G. Mennen Williams Building, 1st Floor 525 West Ottawa Lansing, Michigan 48933 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, Michigan 48909 (517) 241-6345
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005-1495 (212) 416-8285 (Phone) (212) 416-6042 (Fax)	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	Office of the Securities Commissioner 600 East Boulevard Avenue Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-2910
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Director, Securities Division State of Rhode Island Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462- 9582	Securities Division Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462 9582
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, Ninth Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9051
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501
WISCONSIN	Franchise Registration Division of Securities Wisconsin Department of Financial Institutions 201 West Washington Avenue, Suite 300 Madison, Wisconsin 53703 (608) 266-1064	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Avenue Suite 300 Madison, Wisconsin 53703 (608) 266-1064

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT I
LIST OF FRANCHISEES

List of Franchisees
As of December 31, 2023*

None.

List of Transfers
As of December 31, 2023*

None.

Outlets that were Terminated, Not Renewed or Ceased Operations for Other Reasons
As of December 31, 2023*

None.

*AREA DEVELOPERS - NONE

IF YOU BUY THIS FRANCHISE, YOUR CONTACT INFORMATION MAY BE DISCLOSED TO OTHER BUYERS WHEN YOU LEAVE THE FRANCHISE SYSTEM.

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT J
MANUAL TABLE OF CONTENTS

TABLE OF CONTENTS

INTRODUCTION Section 1

ESTABLISHING YOUR BUSINESS Section 2

OFFICE ADMINISTRATION AND PROCEDURES Section 3

PERSONNEL Section 4

PERSONNEL Section 4 (cont’d)

DEVELOPING PARTNER NETWORK Section 5

MARKETING Section 6

MARKETING Section 6 (cont'd)

CLIENT RELATIONS Section 7

CLIENT RELATIONS Section 7 (Cont'd)

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EFFECTIVE DATES

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration as of the Effective Date stated below:

State	Effective Date
California:	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

PLACEMENT HELPERS FRANCHISE SYSTEMS, LLC
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT K
RECEIPTS

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Placement Helpers Franchise Systems, LLC offers you a franchise, Placement Helpers Franchise Systems, LLC must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this Disclosure Document at the earlier of 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

New York requires you to receive this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Placement Helpers Franchise Systems, LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal 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 H.

The franchisor is Placement Helpers Franchise Systems, LLC, doing business as "Placement Helpers", located at 680 E. Colorado Boulevard, Suite #180 and 2nd Floor, Pasadena, California 91101; Telephone: (626) 949-4235; Email: franchise@placementhelpers.com.

Issuance Date: March 14, 2024.

The name, principal business address and telephone number of each Franchise Seller offering the Franchise: Valeria Amador and Gisela Prishker, 680 E. Colorado Boulevard, Suite #180 and 2nd Floor, Pasadena, California 91101; Telephone: (626) 949-4235; and ________________________________.

We authorize the persons and/or entities listed on Exhibit H to receive service of process for us.

I have received a Disclosure Document dated March 14, 2024. This Disclosure Document includes the following Exhibits:

Exhibit A	Franchise Agreement and Exhibits	Exhibit F	State Specific Addenda
Exhibit B	Area Development Agreement and Exhibits	Exhibit G	Financial Statements
Exhibit C	Confidentiality Agreement for Prospective Franchisees	Exhibit H	State Administrators and Agents for Service of Process
Exhibit D	Non-Disclosure and Confidentiality Agreement for Employees of Franchisee	Exhibit I	List of Franchisees
Exhibit E	General Release Agreement	Exhibit J	Manual Table of Contents
		EFFECTIVE DATES	
		Exhibit K	Receipts

______________________________ ______________________________

Date Franchisee

Please sign this copy of the Receipt, date your signature, and return it to: Valeria Amador, 680 E. Colorado Boulevard, Suite #180 and 2nd Floor, Pasadena, California 91101; Telephone: (626) 949-4235; Email: franchise@placementhelpers.com.

RECEIPT

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Exhibit J	Manual Table of Contents
EFFECTIVE DATES	
Exhibit K	Receipts

____________________________ ________________________________

Date Franchisee

Keep this copy for your records. This Disclosure Document may be available in several formats including on paper, on a CD, in pdf format or on our website: www.placementhelpers.com.