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ProfitPlus
Accounts

FRANCHISE DISCLOSURE DOCUMENT

MASTER LICENSE OFFERING

PROFITPLUS ACCOUNTS, LLC

CALIFORNIA

FRANCHISE DISCLOSURE DOCUMENT

ProfitPlus Accounts, LLC
a Nevada Limited Liability Company
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ProfitPlus
Accounts

A ProfitPlus Accounts Master Licensee will offer, sell and support ProfitPlus franchises within a defined territory. Your franchisees (known as "ProfitPlus Accounts Subfranchisees") will operate a business that provides advice and assistance with bookkeeping and financial reporting, diagnostic, business planning, business value improvement and on-going advisory services to businesses ranging from start-ups to mature corporate businesses.

The estimated total investment necessary to begin operation of a ProfitPlus Accounts Master License is from $347,234 to $1,251,808.68. These figures include the following fees that must be paid to Franchisor or its affiliate: From $300,120 to $1,117,738.68 for the initial franchise fee (which includes the training fee for yourself) and the technology fee. This disclosure document summarizes certain provisions of your Master License agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the master licensee, the franchisor, or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

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

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

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

Issuance Date: **March 18, ~~2017~~2018**

TABLE OF CONTENTS

Contents

EXHIBITS

A. The Master License Agreement

B. The Franchise Agreement

C. State-Required Addenda to the Master License Agreement

D. Nondisclosure and Noncompete Agreement

E. Compliance Questionnaire

F. Additional State-Required Information

G. State Regulatory Authorities and Registered Agents in Certain States

H. Communications System Specifications

I. Operations Manual Table of Contents

J. Financial Statements

K. Franchisee and Subfranchisee Information as of December 31, ~~2016~~2017

RECEIPT (2 copies)

Industry-Specific Regulation

We are not aware of any industry-specific or special laws that apply to businesses that provide the ProfitPlus Accounts Products to businesses ranging from start-ups to mature corporate businesses. You will be subject to all of the laws, codes and regulations normally applicable to service businesses, which may include federal, state, and local laws regarding matters such as wages and hours, occupational health and safety, building codes, equal employment opportunity, and the Americans with Disabilities Act.

You should research these requirements before you invest in this franchise. You are solely responsible, at your own expense, for compliance with the federal, state, local, and any other laws that apply to your ProfitPlus Accounts master license franchise.

ITEM 2 - BUSINESS EXPERIENCE

The following is a list of all of our directors, trustees, general partners and principal officers, as well as the individuals who have management responsibility relating to the sale or operation of ProfitPlus Accounts franchises in the U.S.A.:

Chairman and Founder: Bradley J. Sugars

Mr. Sugars is the founder of the ProfitPlus Accounts business concept and serves as its Chairman since its beginning in Australia in September 2012. He is also founder of the ActionCOACH franchise concept and the ActionCOACH group of companies, a franchise network that provides business coaching and mentoring services. Mr. Sugars is also Chairman of the ActionCOACH group of companies since 1993 and is based in Las Vegas, Nevada. Mr. Sugars is also (a) an LLC Manager of Luv4 Marketing Limited based in Las Vegas, NV since November 2014, (b) a Director of Engage and Grow Global Pty Ltd a private limited company based in Victoria, Australia since June 2016, and (c) an LLC Manager of Bucket List Training, LLC in Las Vegas, NV since February 2017. He is the author of 16 books, including the Instant Success book series, a seminar speaker and the ActionCOACH spokesperson.

Chief Executive Officer: Nicholas Clark

Mr. Nicholas Clark was appointed CEO of the ProfitPlus Accounts group of companies in March 2017. Prior to his appointment as CEO, Mr. Clark was our COO from July 2013 to February 2017 in Las Vegas, NV. He was also Chief Information Officer (Global) of the ActionCOACH group of companies from August 2014 to March 2017 in Las Vegas, Nevada. Mr. Clark was CIO of ActionCOACH Australia Pty Ltd from July 2013 to July 2014. He was also CEO of NICCLARK Pty Ltd. in Hamilton, Queensland, Australia from July 2011 to June 2013 and CEO of 10X Limited and 10X Global Holdings, Ltd. in Brisbane from October 2008 to July 2011.

Chief Development Officer: Matthew Boswell

Mr. Boswell was appointed Chief Development Officer of ProfitPlus Accounts, LLC in Las Vegas, NV in January 2018. Mr. Boswell is also Chief Development Officer of the ActionCOACH group of companies in Las Vegas, NV since January 2018. Prior to these appointments, he was Chief Growth Officer of Expense Reduction Analysts in Addison, TX from August 2015 to December 2017. Mr. Boswell was also VP - Sales and Marketing of Fresh One in Dallas, TX from August

2013 to August 2015 and Founder and Chief Executive Officer at IntegriServ in Little Elm, TX from January 2010 to August 2013.

ITEM 3 - LITIGATION

No persons identified in Items 1 or 2 of this disclosure document were involved in litigation required to be disclosed in this document.

ITEM 4 - BANKRUPTCY

In May 2012, Mr. Nicholas Clark, COO of PPA, filed a bankruptcy petition under the provisions of the Bankruptcy Act of 1966 of Australia. The petition was filed with the Australian Financial Security Authority ("AFSA") Administration No. QLD 5110 of 2012/5. On October 4, 2012, a trustee was appointed by the AFSA.

Mr. Matthew Boswell, our Chief Development Officer, filed a bankruptcy petition under the provisions of Chapter 7 of the U.S. Bankruptcy Code on October 10, 2010. The petition was filed with the U.S. Bankruptcy Court, Eastern District of Texas, Case No. 10-4334 Doc. 16. The bankruptcy court entered a discharge on January 25, 2011.

Other than as disclosed above, no person identified in Items 1 or 2 of this disclosure document has, within the 10-year period immediately prior to the issuance of this disclosure document, either under the U.S. Bankruptcy Code or under any similar foreign bankruptcy law: (i) filed a petition as a debtor (or had one filed against it); (ii) obtained a discharge of its debts; or (iii) been a principal officer of a company or a general partner of a partnership that filed a petition (or had one filed against it) while or within 1 year after the person was an officer or general partner.

ITEM 5 - INITIAL FEES

For a master license franchise you will pay us an initial franchise fee ranging from $300,000 to $1,117,618,68, calculated on the basis of $30,000 per 1 million population in the territory. As of the date of this disclosure document, we have not granted any master license franchises in the US so there are no variances in fees to be disclosed. Unless otherwise specified in your Master License Agreement, the initial franchise fee is due when you sign the agreement.

The master license franchise fee includes training fee for you. However, you must pay a non-refundable training fee (currently $7,500) for each additional attendee such as your spouse or key personnel who attend training for your master license franchise business. We conduct the training program. The training fee includes a pre-training kit and media kit that contains all of the information and promotional material that you will need to start your business. You must pay the training fee to us at least 14 days before the trainee begins the training program. Key Personnel are also required to sign a Non-Disclosure and Non-Compete Agreement prior to attending training (See Exhibit D).

You must also pay us a non-refundable technology fee of $120 per quarter. This fee covers setup of your account, access to the ProfitPlus Accounts intranet and intranet related technology support.

see also Items 5 and 12.

3. The master license franchise fee includes training fee for you. However, you must pay a training fee of $7,500 for the initial training of each additional attendee such as your spouse or ~~a~~ some key personnel attending training for your franchised business. All transportation costs to and from the training (yours or your key personnel) are your responsibility. Any incidental costs, including but not limited to meals and travel, incurred during any of the training sessions are also your responsibility. Only lodging and meals during the training sessions will be provided by us. The estimates are for travel by 1 person and assume that training will be held in Las Vegas, Nevada. At least once a year, we organize an annual conference that you must attend but which may be held outside the U.S. You will have to pay a registration fee and your own travel and accommodations costs for the annual conference.

4. You must have a computer, specific software, Internet access, printer, scanner, fax and general office equipment. If you already have equipment meeting our specifications, no expenditure will be necessary. See Item 11 for a list of recommended computer equipment and Exhibit H for our current communications system specifications. You should consider obtaining a toll-free telephone number if you plan to service ProfitPlus Accounts Subfranchisees outside of your local calling area.

5. E-mail addresses are not transferable. New users cannot re-use by adjusting names on existing e-mail addresses.

6. At start-up, we will provide you with online selection of marketing materials for initial publicity and marketing. The estimate is for additional products, media and stationery, and marketing materials.

7. You must obtain general business insurance meeting requirements that we specify periodically, but in no event less than the minimum insurance requirements under applicable law. Currently, we require $2,000,000 of professional liability insurance,

8. $1,000,000 of general liability insurance, disability or business interruption insurance, worker's compensation insurance and any other insurance required by law or your office lease or mortgage. We must be listed as an additional insured in the policy or policies.

9. This estimate is for additional funds that you may need before operations begin and during the first 3 months of operation. These are estimates and we have not verified it. The estimate includes miscellaneous startup costs such as deposits, license fees (if any), and legal and accounting fees, and any ongoing operating expenses such as the Royalty Fee, Marketing and Advertising Fee, equipment leases, inventory, and supplies. It also includes fees you may pay professional advisors to assist you with specific know- how, methods, or technology you deem necessary to be able to competently provide services to your subfranchisees. It does not include any compensation you may choose to pay yourself or any employees. You will need capital to support these and other ongoing costs of your business. Your costs will depend on factors such as how closely you follow our recommended systems and procedures, your technical, marketing and general business skills, local economic conditions, the local market for your business and competition. We do not guarantee that the estimated amounts will be adequate for your business. You may need substantial additional funds during the first 3 months of operation or afterwards. The figures provided are <u>NOT</u> an estimate of the funds you will need to reach "break-even" or

ITEM 8 - RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

ProfitPlus Accounts Products. PPA offers a range of bookkeeping services, workshops and facilitated services, business planning services, diagnostic service, business value improvement services and on-going advisory services and other business related products such as software solutions. These items are proprietary to us, Truth and its affiliates. You and your subfranchisees must purchase these materials from us or our approved suppliers if you want them.

Other goods and services. Except for the proprietary products to be purchased from us, Truth or our affiliates, you may generally purchase your equipment, software, supplies and other items from any reputable manufacturer or supplier. However, you will be required to build and maintain a web site, and you must obtain our prior approval of the design, content and appearance of the website and use our approved supplier for design, development and web hosting to ensure compliance with our requirements for usage of the ProfitPlus Accounts marks and intellectual property. If we publish standards for non-proprietary equipment, software, telephone lines, Internet service, supplies, stationery, or other items, you must use only items meeting the applicable standards. If you receive notice from us of a change in the standards, you must comply with the new or revised standards as soon as practicable. You must acquire, from sources of your choice, and at your expense, a computer and communications system and software and Internet access that meet our specifications. See Item 7, note 4 and Item 11.

You will be required to obtain a customer relationship management (CRM) software and related services. You must use one of our approved suppliers. You must also purchase your business valuation software and solutions from an approved supplier to help maintain uniformity and consistency of services. We, and Truth will not receive direct rebates or forms of remuneration from such approved supplier. However, we reserve the right to do so in the future. We also reserve the right to change suppliers. All branded materials or items (those containing proprietary marks or information) must be acquired through a supplier approved by us. If we publish standards for non-proprietary equipment, software, telephone lines, Internet service, supplies, stationery, or other items, you may purchase these items from any reputable manufacturer or supplier as long as the items meet the applicable standards. If you receive notice from us of a change in the standards, you must comply with the new or revised standards as soon as practicable.

As of the December 31, 2016, we have preferred vendor relationships with the following companies:

Company	Product
~~BizEquity~~	~~Business valuation software~~
Hubspot	CRM
Soffront	CRM
ActionCOACH	Business coaching and mentoring services
Luv4 Marketing	SEO, social media and online marketing services
Engage & Grow	Employee engagement programs

agreement, and (b) compliance of subfranchises with their franchise agreement (Section 8.A, Master License Agreement).

2. Offer advice, guidance and experience to you, answer your questions and provide ongoing support (Sections 8.D, E, F, G and H, Master License Agreement)

3. Update the confidential Manuals and notify you of any amendments (Section 8.B, Master License Agreement).

4. Review proposed advertising that you submit to us (Section 8.H, Master License Agreement). If you are in a state requiring registration before you may offer of sell franchises, you may have to submit advertising to the state for review before you may use or publish it.

5. Provide supplemental training for you, your Key Personnel, and your subfranchises, at your or their cost (Section 8.D, Master License Agreement).

6. Supply you with ProfitPlus Accounts Products at our then-current prices and terms. (Section 6.D, Master License Agreement). Indemnify and hold you harmless from any and all claims asserted against you based on the content or form of any information that we furnish to you or any prospective subfranchisee, and in certain other circumstances (Section 14.B, Master License Agreement).

7. Organize annual conferences of master licensees and subfranchisees. (Section 8.F, Master License Agreement).

Marketing and Advertising

As noted in Item 6, you will pass through to us 40% of the Marketing and Advertising Fees you receive from your subfranchisees. See Section 5.B of the Master License Agreement. We will place the marketing funds in a separate account (the "Fund"). We will administer the Fund and use it for regional, national or global marketing. We do not have any contractual obligation to contribute our own funds for marketing or advertising purposes.

We will direct all marketing programs supported by the Fund (see Item 6), with final discretion over creative concepts, materials, and media used in the programs and their placement. The Fund may be used for any activities that we believe would benefit ProfitPlus Accounts businesses generally, including, but not limited to, national and international advertising, promotion, production of advertising and promotion, marketing research and development, public relations, Internet, and reasonable administrative expenses related to these efforts (see Section 5 of the Master License Agreement.) The media where advertising may be disseminated may be print, mail, telephone, radio, television, Internet, or any other media. Coverage of the media may be local, regional, or national. Creative materials may be produced in-house or by a national or local advertising agency.

~~As of our fiscal year ending December 31, 2016, neither we nor any of our master licensees have granted any ProfitPlus Accounts subfranchises in the U.S. and therefore no Marketing and Advertising Fees were collected during said fiscal year.~~ During our fiscal year ended December 31, 2017, we did not collect any marketing and advertising fees in the U.S.A.

ITEM 20 - OUTLETS AND FRANCHISEE INFORMATION

Master License Franchise

Tables 1 through 5 below cover the history of all Franchise outlets in the United States for our fiscal years ended December 31, 2015, December 31, 2016 and December 31, 2017. ~~Tables 1 through 5 below cover the history of all Franchise outlets in the United States for our fiscal years ending December 31, 2014, December 31, 2015 and December 31,2016.~~ If you buy this franchise, your contact information may be disclosed to other buyers even when you leave the franchise system.

Table 1
System wide Outlet Summary

Outlet Type	Year End	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	31-Dec-15	0	0	0
	31-Dec-16	0	1	1
	31-Dec-17	1	1	0
Company Owned	31-Dec-15	0	0	0
	31-Dec-16	0	0	0
	31-Dec-17	0	0	0
Total	31-Dec-15	0	0	0
	31-Dec-16	0	1	1
	31-Dec-17	1	1	0

Table 2
Transfers of Outlets from Franchisees to New Owners

State	Year End	No. of Transfers
Total	31-Dec-14	0
	31-Dec-15	0
	31-Dec-16	0
	31-Dec-17	0

Table 3
Status of Franchised Outlets

State	Year End	Outlets at Start of Year	Outlets Opened	Termina-tion	Non-Renewal	Re-acquired	Ceased Operation / Other reason	Outlets at end of Year

Kansas, Kentucky, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin - Note 1	31-Dec-15	0	0	0	0	0	0	0
	31-Dec-16	0	1	0	0	0	0	1
	31-Dec-17	1	0	0	0	0	0	1
Total	31-Dec-15	0	0	0	0	0	0	0
	31-Dec-16	0	1	0	0	0	0	1
	31-Dec-17	1	0	0	0	0	0	1

Note:

1. The Franchise outlet for the states named in Table 3 above is covered under 1 Franchise Agreement only.

Table 4
Status of Company-owned Outlets

State	Year End	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Re-acquired	Ceased Operation / Other reason	Outlets at end of Year
Total	31-Dec-15	0	0	0	0	0	0	0
	31-Dec-16	0	0	0	0	0	0	0
	31-Dec-17	0	0	0	0	0	0	0

Table 5
Projected Outlet Openings

State	Franchise Agreements signed but Outlet not open as of December 31, 2017	Projected New Outlets for Fiscal Year ending December 31, 2018	
		Franchised	Company Owned
California	0	2	0
Maryland	0	1	0
New York	0	2	0
Rhode Island	0	1	0
Virginia	0	1	0
Washington	0	1	0
Total	0	8	0

~~Master License Franchise~~

~~Table 1~~
~~System-wide Outlet Summary~~

~~Outlet Type~~	~~Year End~~	~~Outlets at Start of Year~~	~~Outlets at End of Year~~	~~Net Change~~
~~Franchised~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~1~~	~~1~~
~~Company Owned~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~0~~	~~0~~
~~Total~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~1~~	~~1~~

~~Table 2~~
~~Transfers of Outlets from Franchisees to New Owners~~

~~State~~	~~Year End~~	~~No. of Transfers~~
~~Total~~	~~31-Dec-14~~	~~0~~
	~~31-Dec-15~~	~~0~~
	~~31-Dec-16~~	~~0~~

~~Table 3~~
~~Status of Franchise Outlets~~

~~State~~	~~Year End~~	~~Outlets at Start of Year~~	~~Outlets Opened~~	~~Termination~~	~~Non-Renewal~~	~~Re-acquired~~	~~Ceased Operation / Other reason~~	~~Outlets at end of Year~~
~~Kansas, Kentucky, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~
~~Total~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~1~~	~~0~~	~~0~~	~~0~~	~~0~~	~~1~~

~~Table 4~~
~~Status of Company-owned Outlets~~

~~State~~	~~Year End~~	~~Outlets at Start of Year~~	~~Outlets Opened~~	~~Termination~~	~~Non-Renewal~~	~~Re-acquired~~	~~Ceased Operation / Other reason~~	~~Outlets at end of Year~~

~~Total~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~

~~Table 5~~
~~Projected Outlet Openings~~

~~State~~	~~Franchise Agreements signed but Outlet not open as of December 31, 2016~~	~~Projected New Outlets for Fiscal Year ending December 31, 2017~~	
		~~Franchised~~	~~Company Owned~~
~~California~~	~~0~~	~~2~~	~~0~~
~~Maryland~~	~~0~~	~~1~~	~~0~~
~~New York~~	~~0~~	~~2~~	~~0~~
~~Rhode Island~~	~~0~~	~~1~~	~~0~~
~~Virginia~~	~~0~~	~~1~~	~~0~~
~~Washington~~	~~0~~	~~1~~	~~0~~
~~Total~~	~~0~~	~~8~~	~~0~~

~~Tables 1 through 5 below cover the history of all Subfranchise outlets in the United States for our fiscal years ending December 31, 2014, December 31, 2015 and December 31,2016.~~

Subfranchises

Tables 1 through 5 below cover the history of all Subfranchise outlets in the United States for our fiscal years ended December 31, 2015, December 31, 2016 and December 31, 2017.

Table 1
System wide Outlet Summary

Outlet Type	Year End	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	31-Dec-15	0	0	0
	31-Dec-16	0	0	0
	31-Dec-17	0	1	1
Company Owned	31-Dec-15	0	0	0
	31-Dec-16	0	0	0
	31-Dec-17	0	0	0
Total	31-Dec-15	0	0	0
	31-Dec-16	0	0	0
	31-Dec-17	0	1	1

Table 2
Transfers of Outlets from Subfranchisees to New Owners

State	Year End	No. of Transfers
Total	31-Dec-14	0
	31-Dec-15	0
	31-Dec-16	0
	31-Dec-17	0

Table 3
Status of Subfranchised Outlets

State	Year End	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Re-acquired	Ceased Operation / Other reason	Outlets at end of Year
Wisconsin	31-Dec-15	0	0	0	0	0	0	0
	31-Dec-16	0	0	0	0	0	0	0
	31-Dec-17	0	1	0	0	0	0	1
Total	31-Dec-15	0	0	0	0	0	0	0
	31-Dec-16	0	0	0	0	0	0	0
	31-Dec-17	0	1	0	0	0	0	1

Table 4
Status of Company-owned Outlets

State	Year End	Outlets at Start of Year	Outlets Opened	Termination	Non-Renewal	Re-acquired	Ceased Operation / Other reason	Outlets at end of Year
Total	31-Dec-15	0	0	0	0	0	0	0
	31-Dec-16	0	0	0	0	0	0	0
	31-Dec-17	0	0	0	0	0	0	0

Table 5
Projected Outlet Openings

State	Subfranchise Agreements signed but Outlet not open as of December 31, 2017	Projected New Outlets for Fiscal Year ending December 31, 2018	
		Subfranchised	Company Owned
California	0	6	0
Illinois	0	2	0
Indiana	0	2	0

Maryland	0	3	0
Minnesota	0	2	0
New York	0	6	0
Rhode Island	0	3	0
Virginia	0	3	0
Washington	0	3	0
Wisconsin	0	2	0
Total	0	32	0

~~Table 1~~
~~System wide Outlets summary~~

~~Outlet Type~~	~~Year End~~	~~Outlets at Start of Year~~	~~Outlets at End of Year~~	~~Net Change~~
~~Franchised~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~0~~	~~0~~
~~Company Owned~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~0~~	~~0~~
~~Total~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~0~~	~~0~~

~~Table 2~~
~~Transfers of Outlets from Subfranchisees to New Owners (other than Master Licensee or Franchisor)~~

~~State~~	~~Year End~~	~~No. of Transfers~~
~~Total~~	~~31-Dec-14~~	~~0~~
	~~31-Dec-15~~	~~0~~
	~~31-Dec-16~~	~~0~~

~~Table 3~~
~~Status of Franchised Outlets~~

~~State~~	~~Year End~~	~~Outlets at Start of Year~~	~~Outlets Opened~~	~~Termination~~	~~Non-Renewal~~	~~Re-acquired~~	~~Ceased Operation / Other reason~~	~~Outlets at end of Year~~
~~Total~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~

~~Table 4~~
~~Status of Company Owned Outlets~~

~~State~~	~~Year End~~	~~Outlets at Start of Year~~	~~Outlets Opened~~	~~Termination~~	~~Non-Renewal~~	~~Re-acquired~~	~~Ceased Operation / Other reason~~	~~Outlets at end of Year~~
~~Total~~	~~31-Dec-14~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-15~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~
	~~31-Dec-16~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~	~~0~~

~~Table 5~~
~~Projected Outlet Openings~~

~~State~~	~~Subfranchise Agreements signed by Outlet not open as of December 31, 2016~~	~~Projected New Outlets in Fiscal Year ending December 31, 2017~~	
		~~Franchised~~	~~Company Owned~~
~~California~~	~~0~~	~~6~~	~~0~~
~~Illinois~~	~~0~~	~~2~~	~~0~~
~~Indiana~~	~~0~~	~~2~~	~~0~~
~~Maryland~~	~~0~~	~~3~~	~~0~~
~~Minnesota~~	~~0~~	~~2~~	~~0~~
~~State~~	~~Franchise Agreements signed by Outlet not open as of December 31, 2016~~	~~Projected New Outlets in Fiscal Year ending December 31, 2017~~	
		~~Franchised~~	~~Company Owned~~
~~New York~~	~~0~~	~~6~~	~~0~~
~~Rhode Island~~	~~0~~	~~3~~	~~0~~
~~Virginia~~	~~0~~	~~3~~	~~0~~
~~Washington~~	~~0~~	~~3~~	~~0~~
~~Wisconsin~~	~~0~~	~~2~~	~~0~~
~~Total~~	~~0~~	~~32~~	~~0~~

Exhibit K to this disclosure document lists all Franchisees and Subfranchisees in the U.S.A. as of December 31, ~~2016~~2017. It also lists the names and last known addresses and telephone numbers of every Franchisee and Subfranchisee who had a Franchise Agreement or Subfranchise Agreement terminated, canceled, or not renewed, or who otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement or Subfranchise Agreement during our fiscal year ended in December 31, ~~2016~~2017. The list also identifies any Franchisee or Subfranchisee in the U.S.A. who had not communicated with us or their Master Licensee within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

In some instances within the periods covered by the tables in this Item 20, current and former Franchisees or Subfranchisees have signed confidentiality clauses, provisions restricting their ability to speak openly about their experience with ProfitPlus Accounts. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There is no trademark-specific franchisee organization associated with the ProfitPlus Accounts franchise system.

ITEM 21 - FINANCIAL STATEMENTS

Our fiscal year ends on December 31 of each year. Exhibit J contains our audited financial statements for the fiscal years ended December 31, ~~2014~~2015, December 31, ~~2015~~ 2016 and December 31, ~~2016~~2017.

ITEM 22 - CONTRACTS

Exhibit A	The Master License Agreement
Exhibit B	The Franchise Agreement
Exhibit C	State-Required Addenda to the Master License Agreement
Exhibit D	Nondisclosure and Noncompetition Agreement

We also require that you fill out a Compliance Questionnaire before signing a Master License Agreement. The Compliance Questionnaire is in Exhibit E.

ITEM 23

RECEIPTS

Included at the end of this disclosure document are 2 detachable Receipts. You must sign and date both Receipts and deliver 1 of the signed Receipts to us at least 14 calendar days (or 10 business days, in certain states) before you sign the Master License Agreement or pay us any money.

ProfitPlus
Accounts

EXHIBIT J

To

MASTER LICENSE FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

PROFITPLUS ACCOUNTS, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2017, 2016 AND 2015

ELLSWORTH • STOUT

CPAs and Consultants

PROFITPLUS ACCOUNTS, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2017, 2016 AND 2015

Table of Contents

ELLSWORTH STOUT
CPAs and Consultants

Independent Auditor's Report

To the Members
ProfitPlus Accounts, LLC

We have audited the accompanying financial statements of ProfitPlus Accounts, LLC, which comprise the balance sheets as of December 31, 2017, 2016 and 2015, and the related statements of income and members' deficit and cash flows for the years then ended, and the related notes to the financial statements.

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

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

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

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

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of ProfitPlus Accounts, LLC as of December 31, 2017, 2016 and 2015, and the results of its operations for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Ellsworth & Stout, LLC

March 8, 2017
Las Vegas, Nevada

CPA
The CPA. Never Underestimate The Value.
Acuity Financial Center
7881 W. Charleston Blvd., Ste. 155 · Las Vegas, NV 89117
p 702-871-2727 f 702-876-0040
lvcpa.com
Members of the American Institute of Certified Public Accountants & Nevada Society of Certified Public Accountants

PROFITPLUS ACCOUNTS, LLC
BALANCE SHEETS
DECEMBER 31, 2017, 2016 AND 2015

		2017		2016		2015
ASSETS						
Current Assets:						
Cash	$	49,372	$	1,636	$	313
Total Assets	$	49,372	$	1,636	$	313
LIABILITIES AND MEMBERS' DEFICIT						
Current Liabilities:						
Accounts payable and accrued expenses	$	1,025	$	5,000	$	263
Due to related parties, net		134,391		9,304		9,693
Total current liabilities		135,416		14,304		9,956
Members' Deficit		(86,044)		(12,668)		(9,643)
Total Liabilities and Members' Deficit	$	49,372	$	1,636	$	313

See accompanying notes to the financial statements.

PROFITPLUS ACCOUNTS, LLC
STATEMENTS OF INCOME AND MEMBERS' DEFICIT
YEARS ENDED DECEMBER 31, 2017, 2016 AND 2015

	2017	2016	2015
Revenues	$ 285,863	$ 296,196	$ -
Cost of Revenues	197,806	160,530	5,947
Gross Profit (Loss)	88,057	135,666	(5,947)
Operating Expenses:			
Bank charges and merchant fees	499	351	311
Dues and subscriptions	150	2,443	6,094
Information technology	10,000	25,000	-
Legal and accounting	3,700	3,950	263
Marketing and advertising	-	4,388	-
Office expense and other	8,075	267	163
Other professional fees	42,178	796	-
Rent	1,500	10,440	-
Taxes and licenses	4,974	10,215	3,031
Telephone	205	1,034	38
Travel	-	3,000	297
Wages and related expenses	90,152	76,807	625
Total operating expenses	161,433	138,691	10,822
Net Loss	(73,376)	(3,025)	(16,769)
Members' Equity (Deficit), Beginning of Year	(12,668)	(9,643)	7,126
Members' Deficit, End of Year	$ (86,044)	$ (12,668)	$ (9,643)

See accompanying notes to the financial statements.

PROFITPLUS ACCOUNTS, LLC
STATEMENTS OF CASH FLOWS
YEARS ENDED DECEMBER 31, 2017, 2016 AND 2015

	2017	2016	2015
Cash Flows from Operating Activities:			
Net loss	$ (73,376)	$ (3,025)	$ (16,769)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
(Increase) decrease in:			
Due from related parties	-	-	6,502
Increase (decrease) in:			
Accounts payable	(3,975)	4,737	263
Due to related parties	125,087	(389)	9,693
Net cash provided by (used in) operating activities	47,736	1,323	(311)
Net Change in Cash	47,736	1,323	(311)
Cash, Beginning of Year	1,636	313	624
Cash, End of Year	$ 49,372	$ 1,636	$ 313

See accompanying notes to the financial statements.

NOTE 1 – NATURE OF ORGANIZATION

ProfitPlus Accounts, LLC (the Company) was incorporated under the laws of the State of Nevada on June 3, 2013. The Company is the licensor of a business advisory and bookkeeping franchise system. Franchisees of the Company offer business advice and bookkeeping services to business owners within their local business community. The Company, as the licensor, has developed intellectual property in the areas of business planning, business diagnostics, cash flow improvement, profit improvement and the marketing and sales of bookkeeping services.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Use of Estimates in Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts 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.

Cash and Cash Equivalents

For the purpose of the statement of cash flows, the Company considers all highly liquid investments available for current use with original maturity of three months or less to be cash equivalents.

Revenue Recognition

The Company follows the installment method of recognizing franchise fee revenue. The amount of the initial Master Territory Developer's (Master Franchisee) license fee is based on the population of a territory (normally, a state). On the sale of Master Franchisee licenses, the amount agreed upon as a down payment is recognized as income upon execution of the Master Franchisee license agreement, the time determined as the point when the Company has substantially performed or has satisfied all material services or conditions relating to the franchise sale. The remaining balance is recognized, in installments, at the Company's agreed share of the Master Franchisee fee, paid by each new franchisee, upon execution of each of the franchise agreements between a Master Franchisee and a franchisee.

Royalty revenue and marketing fund fees are recognized primarily on a monthly basis based on the contract terms.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Marketing and Advertising

The Company expenses all advertising and marketing costs as incurred. The advertising and marketing expense for the years ended December 31, 2017, 2016 and 2015 was $0, $4,388 and $0, respectively.

Income Taxes

The Company was organized as a Limited Liability Company. Income is not taxed at the Company level, but is passed through to the members. Therefore, no provision or liability for federal or state income taxes has been included in the financial statements.

As defined by Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 740, Income Taxes, no provision or liability for materially uncertain tax positions was deemed necessary by management. Therefore, no provision or liability for uncertain tax positions has been included in these financial statements.

As of December 31, 2017 the tax years that remain subject to potential examination by taxing authorities begin with 2014.

New Accounting Pronouncements

In August 2015 the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2014-09 (Topic 606) pertaining to revenue from contracts with customers. This pronouncement was amended by ASU 2015-14 to extend the effective date of this pronouncement for non-public companies to become effective for fiscal years beginning after December 15, 2018, with early adoption permitted. Management has not yet evaluated the effects of this standard on the Company's financial statements.

NOTE 3 – COMMITMENTS AND CONTINGENCIES

The Company may be involved, from time to time, in disputes and claims incidental to the conduct of its business. Based on consultation with legal counsel, the Company does not believe that any claims or disputes, either individually or in the aggregate, will have a material adverse effect on the Company's financial condition or results of operations.

NOTE 4 – LEASING ARRANGEMENTS

The Company entered into a building lease with ActionCOACH North America, LLC, a related party on a month to month basis. The expense associated with this lease was $1,500, $10,440 and $0 for the years ended December 31, 2017, 2016 and 2015, respectively.

NOTE 5 – RELATED PARTIES

The Company is a member of a controlled group of companies that are either wholly owned or majority owned by its members. The other companies are located in the United States, Australia, Canada and Europe, and are engaged in similar business activities as ProfitPlus Accounts, LLC. Amounts due to and due from related parties include transactions with the companies related through common ownership.

Amounts transferred between the Company and its related parties are for various purposes including training income, royalties, support recharges and costs and rent.

As of December 31, 2017, 2016 and 2015, the net amounts due from (due to) related parties consisted of the following balances:

	2017	2016	2015
ActionCOACH EMEA	$ 8,166	$ 8,166	$ -
ActionCOACH North America, LLC	(4,654)	(6,758)	(19,693)
ActionCOACH OneCo, LLC	(35,912)	(37,912)	-
ProfitPlus Australia	(122,191)	10,000	10,000
Sugar Enterprises	20,200	17,200	-
Total due from (due to) related parties	$ (134,391)	$ (9,304)	$ (9,693)

Substantially all amounts due to and due from related parties are non-interest bearing and are due on demand.

NOTE 6 – SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 8, 2017, the date which the financial statements were available to be issued. No events were identified that would require additional disclosure.

ProfitPlus
Accounts

EXHIBIT K

To

MASTER LICENSE

FRANCHISE DISCLOSURE DOCUMENT

FRANCHISEE AND SUBFRANCHISEE INFORMATION
as of the fiscal year ended December 31, 2017

Franchisees

1. Names and Contact Information

Kansas, Kentucky, Illinois, Indiana, Iowa, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin

Underwood Company
19410 Foxfield Drive
Prior Lake, MN 55372
(952) 737 9989

2. Transfers (to new Franchisees other than us)

None

3. Rights Acquired by Us

None

4. Terminated by Us or Franchisee for Default, Cancelled, Not Renewed, Otherwise Ceased Operation or No communication in the Last Ten (10) Weeks

None

Subfranchisees

1. Names and Contact Information

Wisconsin

Mark Utzig
4230 E Towne Blvd #366
Madison, WI 53704
(608) 571 0780

2. Transfers (to new Subfranchisees other than Franchisees or us)

None

3. Rights Acquired by Franchisees or Us

None

4. Terminated by Subfranchisee or Franchisee for Default, Cancelled, Not Renewed, Otherwise Ceased Operation or No communication in the Last Ten (10) Weeks

None

{You Date, Sign, and Keep This Copy}

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us, Franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you 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.

Michigan and Oregon require that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and to the appropriate state agency listed in Exhibit G.

The Master Licensee for this offering is **ProfitPlus Accounts, LLC**. We are also the Franchisor in the USA and our principal office is at 5781 S. Fort Apache Rd., Las Vegas, NV, 89148, tel. no. 888-483- 2828. Our agents for service of process, if any, are listed in Exhibit G.

The franchise seller for this offering is: Issuance date: ....

I have received a Franchise Disclosure Document dated March 18, ~~2017~~2018, which included the following exhibits: Exhibit A: The Master License Agreement; Exhibit B: The Franchise Agreement; Exhibit C : State- Required Addenda to the Master License Agreement; Exhibit D: Nondisclosure and Noncompete Agreement; Exhibit E: Compliance Questionnaire; Exhibit F : Additional State-Required Information; Exhibit G : State Regulatory Authorities and Registered Agents in Certain States; Exhibit H: Communication System Specifications; Exhibit I: Operations Manual Table of Contents; Exhibit J: Financial Statements; and Exhibit K: Franchisee and Subfranchisee Information as of December 31, ~~2016~~ 2017 .

If I received the Franchise Disclosure Document on CD-R or CD-ROM or by any other electronic means, then by printing this receipt for signature, I acknowledge that I have the equipment, software and other means necessary to open and to review the Franchise Disclosure Document in its entirety.

Signature: ....

Name: ....

Date: ....

{You Date, Sign, and Give us this Copy}

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Signature: ……………………………………………………………

Name: ……………………………………………………………

Date: ……………………………………………………