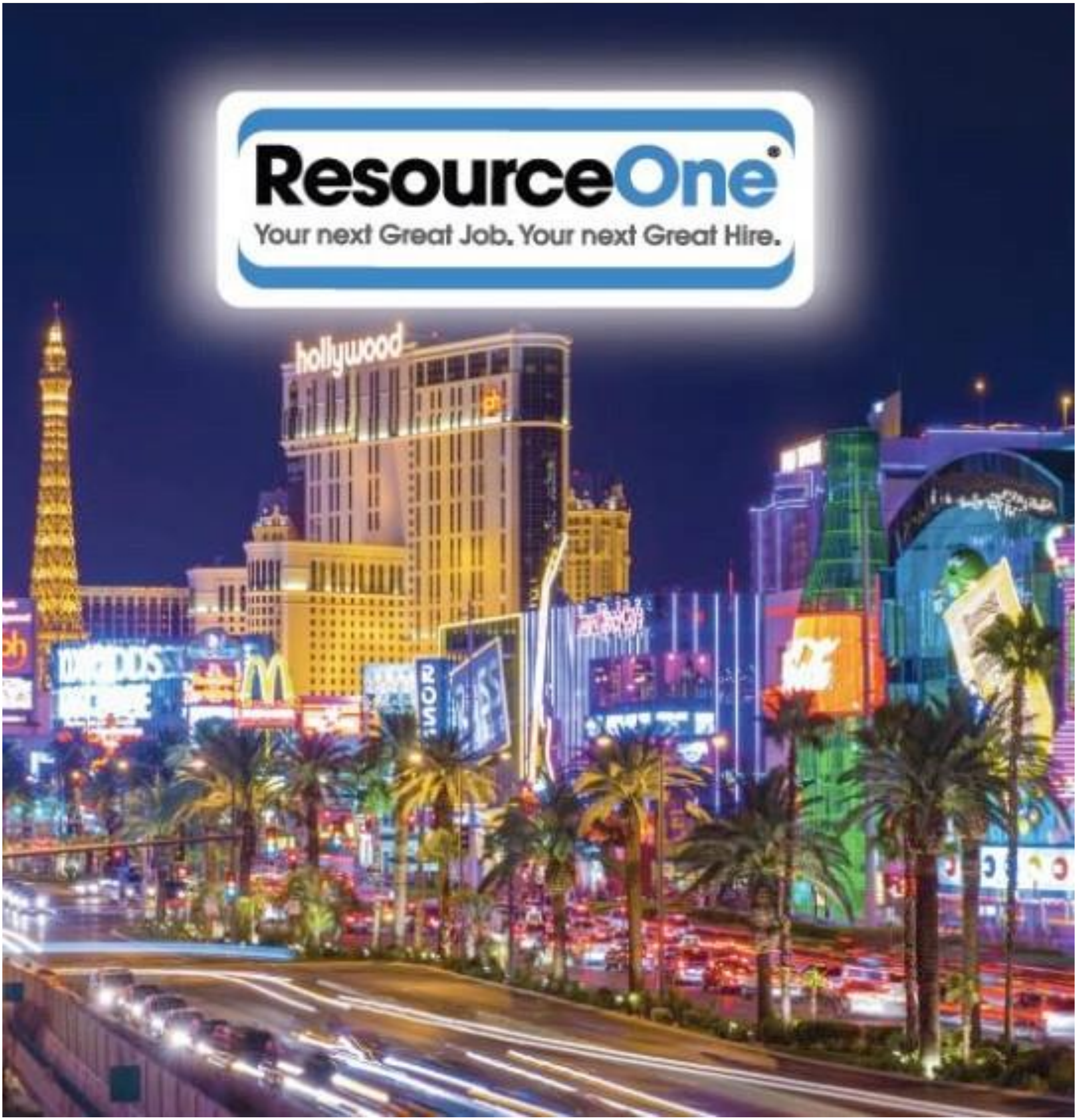

ResourceOne
Your next Great Job. Your next Great Hire.

Recruiting and Executive Search Services - Franchise Disclosure Document

FRANCHISE DISCLOSURE DOCUMENT

RESOURCE ONE INTERNATIONAL, Inc.
9401 Reeds Road
Overland Park, KS 66207
Telephone (913) 563-5773
www.r1recruitment.com
kmeeks@r1recruitment.com

The Franchise we offer is for the operation of an employment recruiting service concentrating on the hospitality, retail and entertainment industries under the name **ResourceOne** at specified locations featuring services and methods that we authorize or develop from time to time.

The total investment necessary to begin operation of a **ResourceOne** Franchise is $55,400 -$108,250. This includes $42,500 that must be paid to franchisor or its affiliate(s).

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 availability of disclosures in different formats, contact our Chief Executive Officer, and President, Ken Meeks, 9401 Reeds Road, Overland Park, KS 66207 Telephone (913) 563-5773.

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, such as a lawyer or accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. 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 (“FTC”). You can contact the FTC at 1-877- FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information.

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

THE ISSUANCE DATE OF THIS DISCLOSURE DOCUMENT IS: April 17, 2017.

STATE COVER PAGE

Your state may have a franchise law that requires us to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state administrator listed in Exhibit "F" for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

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

Please consider the following RISK FACTORS before you buy this franchise.

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US FIRST BY MEDIATION IN KANSAS, AND IF THE DISPUTE REMAINS UNRESOLVED AFTER MEDIATION THEN THE DISPUTE MUST BE RESOLVED WITH US BY ARBITRATION ONLY IN KANSAS. OUT-OF-STATE MEDIATION OR ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE AND ARBITRATE WITH US IN KANSAS THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT KANSAS LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. YOUR SPOUSE AND THE SPOUSE OF ALL OWNERS, IF FRANCHISEE IS AN APPROVED BUSINESS ENTITY, MUST SIGN A SPOUSAL CONSENT, MAKING THE SPOUSE JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT, PLACING THE SPOUSE'S OWN PERSONAL ASSETS AT RISK.

4. IMAGEMARK BUSINESS SERVICES, INC. RECEIVED REGISTRATION FOR THE WORD MARK RESOURCEONE WITH THE USPTO ON APRIL 23, 2013 FOR ONLINE ORDERING SERVICES FEATURING CUSTOM PRINT PRODUCTS. IF OUR RIGHT TO USE THE TRADEMARK IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATE TRADEMARK, WHICH MAY INCREASE YOUR EXPENSES.

5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

A chart of State Effective Dates is located on the following page:

State Effective Dates

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin. This Franchise Disclosure Document is registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Pending
Hawaii	
Illinois	02/22/18
Indiana	03/06/18
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

In all other states, the effective date of this Franchise Disclosure Document is April 17, 2018.

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FRANCHISE DISCLOSURE DOCUMENT

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

To simplify the language, this disclosure document uses “ResourceOne,” “we,” “us” or “our” to mean Resource One International, Inc., the franchisor, and “you” or “your” means the individual, corporation or other entity that buys a “ResourceOne” franchise.

The Franchisor, Any Parents, Predecessors and Affiliates

We conduct business under the name ResourceOne. Our principal business address is 9401 Reeds Road, Overland Park, KS 66207. We are a Kansas corporation that was formed in November 25, 2014.

The franchisor has not conducted a business of the type described in this Disclosure Document or conducted business of any other type. However, franchisor’s principals have since 1998 operated an employment recruitment business, Resource One Inc. (“Affiliate”). Affiliate operates a business of the type now being franchised. Affiliate is located at 9401 Reeds Road, Overland Park, KS 66207.

Only ResourceOne will participate in the franchising operation and no other company will provide management or operational services or financial guarantees of any kind except that we may use affiliated facilities and personnel for training purposes. Except as indicated above, there are no other parent, affiliated or predecessor companies. Neither we nor any of the affiliates have ever before sold franchises of any type at any time.

Agent for Service of Process

Our Agents for Service of Process are set forth in Exhibit “F” of the disclosure document.

The Franchise Offered

We provide National executive recruiting and placement services and optional third party human resource services, including but not limited to the hospitality, retail and entertainment industries, at affordable fixed rates.

Additionally, franchisees will offer an array of recruiting services to local businesses to include resume search services, database search, pre-screening, full telephone interview, face-to-face interview scheduling, coaching services for small businesses, background checks, reference checks and onboarding.

The Franchise System and Proprietary Marks

Our franchises are characterized by, among other things, distinct standards and specifications for our recruiting services using products, supplies and services, uniform standards, specifications and procedures (the “System”). The System is identified by means of certain trade names, trademarks, services marks, logos, emblems and other indicia of origin, including the Mark “RESOURCEONE” which we designate and require you to use in connection with the System (collectively, the “Proprietary Marks”).

Market and Competition

As a ResourceOne franchisee, you will be competing with other individually owned as well as other franchised businesses offering similar services in your general vicinity and other ResourceOne franchises in their protected territories, possibly including affiliate operated outlets. Typically, employment recruiting services operate year round, but business may vary during holiday seasons.

Regulation of the Business

You should consider that certain aspects of any business may be subject to federal, state and local laws and are regulated by federal, state and local laws, rules and ordinances generally, including the Americans with Disabilities Act, Federal Wage and Hour Laws, and the Occupation, Health and Safety Act, the USA Patriot Act and Executive Order 13224, as well as state and local departments of health and other agencies and other laws and regulations.

You are responsible for complying with all applicable laws and regulations. You should research these requirements before you invest.

ITEM 2. BUSINESS EXPERIENCE

Kenneth Meeks: President and Chief Executive Officer

From 2014 to present, Ken has served as President and Chief Executive Officer of Resource One International, Inc. in Overland Park, Kansas. From 2010 through the date of the Disclosure Document, he also served as President of our affiliate, Resource One, Inc. located in Overland Park, Kansas.

Victor Lopez: Sr. Vice President of Operations

From 2014 to present, Victor has served as our Senior Vice President of Operations, where he is located in San Antonio Texas. From October 2012 to February 2014 he served as Operations Advisor of Raising Canes located in Baton Rouge, Louisiana. From March 2011 until October 2012 he was the Area Manager of Whataburger in San Antonio, Texas.

Brian Keasling: Vice President of Administration and Compliance Officer

From 2014 to present, Brian has served as our Vice President of Administrative and Compliance. He is located in Eldon, Iowa. From 2010 until present Brian worked as Senior Consultant for Resource One, Inc. Brian was located in Eldon, Iowa.

ITEM 3. LITIGATION

No litigation is required to be disclosed in this Disclosure Document.

ITEM 4. BANKRUPTCY

There is no information required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Initial Franchise Fee

The initial franchise fee is $42,500 for a territory containing a population of approximately 1 million persons as determined by zip code population information and as assigned by franchisor based upon your franchise business address approved by us. If you are permitted by us to purchase further contiguous territory at the time of signing your franchise agreement you must pay us an additional $20,000 for an additional increment of 500,000 persons, and an additional $15,000 for another contiguous Territory with 500,000 more in population. This additional franchise fee ($20,000 for 500,000 persons or $35,000 for 1,000,000 persons) must be paid upon execution of the Franchise Agreement. Franchisor will not grant any additional territory beyond the population of 2,000,000. All initial fees are nonrefundable.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Continuing License Fee	10% of all Placement fees	As collected	We or our designated third party processor will invoice all placement fees due you and make payment of the 10% Continuing License Fees due us.
Placement Sharing Program	25% of each placement outside of your territory will be paid to franchisor or the franchisee of the placement's territory. This fee is in addition to the 10% Continued License Fee paid to us for each placement when the territory is owned by a franchisee. When the area is not owned by a franchisee only the 25% is owed to Franchisor and there is no Continuing License Fee. * The 25% fee in unowned areas will be reduced to 10% for the initial 90 days following the completion of Certification Training	As collected from Client's. We may designate a third party to process your invoices for all your placement fees, to collect payment of placement fee and to calculate and pay the 25% shared placement fees either to us or to a Franchisee qualifying in accordance with the Placement Fee Sharing Program.	25% placement fee will be paid to the Franchisor when the placement is outside of the protected territory. In the event another Franchisee has the territory where the candidate will be placed, the 25% placement fee is due and payable to said Franchisee. * The 25% fee in unowned areas will be reduced to 10% for the initial 90 days following the completion of Certification Training
Advertising Expenditures	You must spend a minimum of $250 each month on advertising and promotion of your Franchise, which includes, but is not limited to, job board postings and databases.	As Incurred.	Various providers. Fee may be increased annually by 10% per year upon thirty (30) day written notice to you.

Type of Fee	Amount	Due Date	Remarks
Insurance Reimbursement	Amount paid by us for insurance you fail to obtain, plus a 15% administrative fee.	As Incurred if purchased by us on your behalf. Due upon billing.	Required insurance coverage is described in paragraph 11.13 of your Franchise agreement.
Transfer Fee	$5,000 which includes Certification Training for one individual, plus $3,000 for each additional individual person to be trained.	Prior to consummation of transfer.	You pay this fee to us if you transfer your business. The Transfer Fee described in paragraph 15.3 of the franchise agreement is for training, supervision, marketing, selling, administrative, legal, accounting costs and other expenses for the transfer of the franchise.
Seminars and Training Conferences	Currently travel and living expenses of approximately $1,000 to $2,000. You will be required to attend at least one training conference.	Periodic Seminars and Conferences will be held at our company headquarters in Kansas or at a different location of our choosing. These events will not exceed 5 business days in length.	Fee is payable prior to attendance at the event and expenses are paid as incurred.
Additional Training Requested By You	Currently $425 per day, plus travel and expenses.	Immediately after notice from us.	If, at your request, we send one of our staff members to the franchised business to provide further assistance, we will charge you a daily rate for that assistance, plus the travel expenses for our employee.
Successor Fee	$3,000	Before you renew your franchise	You only pay this fee to us if you want to renew the Franchise.
Costs and Attorneys' Fees	Will vary under the circumstances.	Immediately upon notice from us.	You only pay if we succeed in any arbitration or litigation we bring against you, or in defending any claim you bring against us.
Indemnification	Will vary under the circumstances.	As incurred	You have to reimburse us if we are sued or held liable for claims

Type of Fee	Amount	Due Date	Remarks
			arising out of your activities.
Audit Fee	Cost of audit and 1½% interest per month on understated amount	Due when billed after audit	You pay this Fee only if the audit reflects an understatement of 2% or more for any month.
Late Payment Charges	Maximum amount permitted by law, not to exceed 1.5% per month.	Immediately upon notice from us.	You only pay this fee if you are late in paying any other fees you owe us.
Review and Approval of Supplier	$250	On submission by you of supplier for review	Payable only if you submit a proposed supplier.
Proprietary Software	To be determined	To be determined	See Note (3) below
Manual Replacement Fee	$250	At time of replacement	If your copy of the manual is lost, destroyed or significantly damaged.

All fees that are imposed by and payable to us are uniform, subject to change, and nonrefundable.

Notes to Above Chart:

(1) Placement Sharing Program. You will pay us a placement fee of 25% of revenue generated from placements outside of your granted territory. However, if there is an existing franchisee of the Territory in which the outside placement is located, the existing franchisee of that Territory will receive the shared placement fee instead of us. The full placement fees will be paid by you to us or a designated and approved third party processor which will manage the receipt and disbursement of all such revenue. The address where the new outside placement will be located after training will determine the Territory location for these purposes. The 25% fee in unowned areas will be reduced to 10% for the initial 90 days following the completion of Certification Training.

(2) Marketing and Technology Fund Fee. The purpose of this fee is to support the creative development and production by us (or agents selected by us) of all print, electronic, digital and other marketing and advertising templates we may produce or require from time to time; and also perform research, develop and provide updates and modifications in accordance with these efforts. We will be providing an Application Tracking System and Sales lead provider and Network Hosting services; payment for these services is included in your Monthly Marketing & Technology Fees.

(3) Proprietary Software. We may develop proprietary software for conducting point of sale operations, computerized work scheduling, accounting and work related activities. At that time you will comply with all specifications and standards prescribed by us regarding such software program as provided from time to time in the Manual. We or a designee will license the software to you at our then-current standard fees.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to Be Made
Initial Franchise Fee (1)	$42,500 - $77,500	Lump Sum	At Signing of Franchise Agreement	Us
Travel and Living Expenses while Training	$1,000-$2,000	As Incurred	During Training	Airlines, hotels, restaurants & car rental
Real Estate and Improvements	See Note 2	See Note 2	See Note 2	See Note 2
Office Furniture Fixtures and Décor	$0 - $1000	As incurred	Prior to opening	Various vendors
Office Equipment	$0 - $1500	As incurred	Prior to opening	Various vendors
Signs	$0 - $100	As incurred	Prior to opening	Various vendors
Office Supplies (3)	$50 - $150	As incurred	Prior to opening	Various vendors
Licenses / Deposits	$100 - $500	As incurred	As incurred	State / local agencies, utilities, vendors
Legal & Miscellaneous Expenses	$250 - $1500	As incurred	As incurred	Various vendors
Advertising / Promotion / Grand Opening Materials (4)	$1000- $3000	As incurred	Prior to and after opening	Various vendors
Insurance (5)	$500 -$1000	As Arranged	Prior to and after opening	Various vendors
Additional funds(6) 3 months	$10000 - $20000	As incurred	Prior to and after opening	Employees, Vendors
Total Estimated Initial Investment(7)	**$55,400 – $108,250**			

All fees paid to us are nonrefundable and fully earned when due. The above estimates are based on our experience in the industry and exclude real estate purchases or lease payments.

Notes:

(1) We do not finance any fee. We may refer potential franchisees to Benetrends Financing Group for financing options.

(2) If you do not locate your office as a home based business or you do not own office space already, you must lease an office for your franchise. Typical locations will be in an office space or

complex. The typical location will have 100 to 300 square feet of space. Rent for such space varies widely between areas.

(3) Includes stationary and business cards.

(4) Estimate of Grand Opening, print, telephone message on-hold advertising and internet advertising expenses during your initial 3-month opening period.

(5) Estimated cost of down payment required to activate policy coverage. Costs vary widely from location to location and from state to state. Require coverage includes, without limitation, casualty, liability, errors and omission and workers compensation.

(6) Additional Funds. 3 Months. You will need additional funds as working capital to cover expenses during your startup phase (approximately three months). However, the actual amount you will need will depend on a number of factors, including whether you have employees, how well you control your initial expenses and your level of sales and marketing during the initial period. The estimate of additional funds for the initial phase of your business is based on recurring expenses and operating expenses for the first three (3) months of operation. The estimate of Additional Funds does not include an owner's salary or draw or staff salaries. The Additional Funds required will vary by your management skill, experience, and business acumen; the relative effectiveness of staff you may employ; local economic conditions the local market for your services; the prevailing wage rate; competition and the sales level that you reach in your Territory. You may incur other or higher costs or fees: You may also need operating capital when running the business that is in addition to what is estimated here.

(7) Although we have tried to be as accurate as possible in our estimate of your initial investment, you should review these figures carefully with a skilled business advisor before you decide to purchase the franchise. The figures above are estimates, and should be viewed as such. We cannot guarantee that you will not have additional expenses in starting your business. Your actual costs will depend on such factors as the location and size of your facility, following our recommended methods and procedures, your overall management, sales and business skills, local economic conditions, competition, and the amount and effectiveness of your advertising and promotion.

All payments to us are non-refundable. Any refund of payments made to various vendors will depend on the terms you arrange with those vendors.

We do not offer direct or indirect financing to franchisees for any item.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Computer System

We require a desktop or laptop computer system with color printer able to run the latest Microsoft office software. We currently require Cable, DSL or Fiber Optic Internet connection that isalways on, and is covered through your service provider. Monthly connection fees are covered by you and made by you with your wireless network or service provider. We may impose additional requirements on new or replacement computer hardware to stay current with the latest operating systems.

Except as described in this item, we do not currently provide any material benefits to you based upon your use of designated or approved sources.

Electronic Funds Transfer System (EFT)

Except for Continuing License Fees and Shared Placement Fees you must participate in an electronic system of automatic bank draft payment of all other fees required to be paid to us under your franchise agreement. You do not have to buy or use an electronic cash register.

Franchise Location and Lease

Pursuant to the Franchise Agreement, in the event you choose to locate your business in an office space you must obtain our approval for the site of your ResourceOne franchise. It is also your responsibility to ensure that your selection of an existing building and the building plans comply with all federal (including the American with Disabilities Act), state and local laws. If you are leasing the ResourceOne franchise premises, the lease agreement must contain a conditional assignment and assumption of lease in our favor (Exhibit "I" to the FDD) to ensure your performance of the Franchise Agreement. In addition to the conditional assignment and assumption of lease, we require that your landlord give its consent to the conditional assignment and assumption of lease (Exhibit "I" to the FDD) and our right to cure certain other defaults of your lease should you not do so.

Approved Suppliers and Approved Supplies

We will give you a list of approved suppliers authorized for the Franchised Business ("Approved Suppliers List") and a list of approved inventory, products, fixtures, furniture, equipment, signs, stationery, supplies and other items or services necessary to operate the Franchised Business ("Approved Supplies List"). We do not receive rebates, benefits or revenue from any supplier.

You must purchase your equipment, products, merchandise and supplies only from our approved suppliers as described in this Item 8. You will pay the then-current price in effect for all purchases you make from us, our affiliates or any third party vendor we designate. The cost of required equipment, fixtures, and supply purchases in accordance with specifications represent 15% to 20% of your total purchases in connection with establishment of your franchise. The ongoing purchase of supplies from approved sources will represent 1% to 3% of your overall purchases in operating your franchise.

Any item used in the Franchised Business which is not specifically required to be purchased in accordance with the Approved Suppliers List or the Approved Supplies List must conform to our established standards and specifications.

We reserve the right to designate a required source of supply for certain products and supplies that we may determine to be required and we or an affiliate may be such a required source and we may do so from time to time. Currently there are no items for which we or our affiliates are approved suppliers or the only approved suppliers. There are no approved suppliers in which any of our officers owns an interest.

Approved Supplier and Approved Supplies Lists also may include other specific products without reference to a particular manufacturer or supplier, or they may set forth the specifications and/or standards for other approved products. For example, as noted below, you must obtain insurance that meets our standards and requirements. We may revise the Approved Suppliers List and Approved Supplies List from time to time as we deem advisable. We will determine and give you the contact information for the distributors and/or manufacturers of all products offered by you. We do not provide you with material benefits (for example, successor franchises or granting additional territory or franchises) based upon your purchases of particular products or services or use of particular suppliers.

Approval of Additional Suppliers or Supplies

If you would like to sell or use any product, material or supply or purchase any products from a supplier not on either of these lists, you must notify us and may need to submit samples and other information to us so that we can make an informed decision as to whether the product or supplier meets our standards. You may be charged for the costs of our decision. We will approve or disapprove a supply or supplier within 60 days. Our application form for approving a supplier or supply is published in the Operations Manual.

If you propose to use in the operation of your franchise any service, product, supply, material, furnishing or equipment which has not yet been approved by us as conforming to our specifications and quality standards and/or from a supplier not yet approved in writing by us, you must first notify us in writing and must submit to us sufficient information, specifications, and samples so that we can determine whether the item or service complies with System standards or the supplier meets our supplier criteria. Additionally, we charge you a fee of $250 for our review of each new supplier submitted for our approval (See Item 6).

We will provide you with our criteria for approving supplies and suppliers within 30 days of your request for that information.

We will provide you with written approval or disapproval within a reasonable time period (typically 30 days) after you have supplied all the information we request from you. You may not use any supplier, service, product, supply, material, furnishing or equipment that we have not approved.

Supplier approval will depend on service or product quality, delivery frequency and reliability, service standards, financial capability, customer relations, concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier’s willingness to pay us or our affiliates for the right to do business with our System. We may inspect or re-inspect the facilities and products of any approved supplier and revoke our approval if, in our sole judgment, the supplier fails to continue to meet our criteria and specifications. We consider a supplier's ability to timely deliver products in the quantity necessary, the price and quality of a product, anda supplier's location among other things when approving a new supply or supplier.

Nothing contained in this Disclosure Document or in the Franchise Agreement requires us to approve an inordinate number of suppliers of a given item or approve suppliers, which, in our reasonable judgment, would result in higher costs to our franchisees or prevent, in our sole judgment, our effective and economical supervision of suppliers.

Sponsorships

Our franchise system will depend on a growing list of handpicked and highly qualified approved vendors. These vendors will be important to our franchise system with training and support programs we put in place. Each year, we will survey the customer service and pricing programs offered to our franchisees. Each preferred vendor may be required to commit $2,000 annually to our corporate training budget. In exchange, each approved vendor will receive:

(1) A listing on our company newsletter
(2) Priority access to our franchisee directory
(3) A tabletop banner at franchise training events
(4) A 30-minute presentation at all local or regional training events

The use of sponsorship proceeds will be described and disclosed each year, but we have the absolute right to utilize all sponsorship fees as we may determine.

Restricted Accounts

We have two national accounts which may only be serviced by us and from which you will not receive any compensation if a placement occurs anywhere. The national accounts are *Fun Eats and Drinks, LLC.* and *Bloomin Apple*.

Insurance

You must procure, at your expense, and maintain an insurance policy or policies protecting you, us and the respective officers, directors and employees against any loss, liability, personal injury, death or property damage or expense arising or occurring upon or connected to the Franchised Business as we may reasonably require for its own and your protection. We must be named as an additional insured in each policy or policies.

If you acquire an interest in the real property from which you will operate the Franchised Business, you must furnish us with a Certificate of Insurance showing compliance with its insurance requirements for approval. The certificate must state that the policy or policies will not be cancelled or materially altered without at least 30 days written notice to us. The certificate must reflect proof of payment of premiums. Maintenance of the insurance and your performance of the obligations under the insurance provisions of the Franchise Agreement will not relieve you of liability under the Franchise Agreement's indemnity provisions. We may modify the minimum insurance requirements and notify you of the changes inwriting.

If required by the state where your business is located, you are required to obtain worker's compensation insurance in such amount as required by your state. Further, you must obtain and maintain employer's liability insurance with One Million Dollars ($1,000,000) combined single limit coverage, as well as such other insurance as may be required by statute or rule of the state in which the franchise is located or operated.

Additionally, you must obtain and maintain comprehensive general liability insurance with limits of One Million Dollars ($1,000,000) combined single limit coverage including the following: broad form contractual liability and personal injury coverage (employee and contractual inclusion deleted) insuring us and you against all claims, suits, obligations, liabilities and damages, including attorneys' fees, for actual or alleged personal injuries or property damage relating to the franchised business, provided that the required amounts herein may be modified from time to time by us to reflect inflation or future experience with claims; automobile and commercial liability insurance on company vehicles, including owned, hired and non-owned vehicle coverage, with a combined single limit of at least Million Dollars ($1,000,000); and loss of income insurance (in an amount sufficient to cover the continuing license fee and other fees due under the Franchise Agreement, for a period of at least 12 months); rental value insurance (in an amount sufficient to cover the rents and other fees due the landlord and/or Merchants' Association under the lease, if any, during any period of business interruption or inability to operate the franchised business) or such greater amounts of insurance as required by the lease for the franchised business; additional insurance and types of coverage is required by the terms of any lease for the franchised business, including an umbrella policy with limits of One Million Dollars ($1,000,000) to Three Million Dollars ($3,000,000).

All insurance policies must be issued by carriers rated AA or better by Alfred M. Best and Company, Inc. who are authorized to do business in the state where the franchise is located, must contain the types and minimum amounts of coverage, exclusions and maximum deductibles as we prescribe from time to time, must name us as an additional insured, must provide for 30 days prior written notice to us of any material modification, cancellation or expiration of such policy and must include all other provisions we may require from time to time.

Insurance policies shall indemnify both the Franchisee and Franchisor as named insured's, and shall indemnify Franchisor's affiliates and any other party having an insurable interest in either your operations or our operations as an Additional Insured from an actual or alleged claim by a third party caused by or occurring in conjunction with the operation of the franchised business or otherwise in conjunction with the conduct of business by you pursuant to the Franchise Agreement. We reserve the right to adjust the limits of indemnification (up or down) or to require you to procure and maintain other additional coverage prescribed from time to time by us. We may increase the minimum liability protection requirements annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product or motor vehicle liability litigation, or other relevant change in circumstances. You shall submit to us annually a copy of the certificate of, or other evidence of, the renewal (succession) or extension of such insurance policy or policies. We reserve the right to reject any policy with exclusions or sub limits that are not satisfactory to us.

If your business is located in a place other than your home, you shall procure and maintain at your sole cost and expense a policy of Commercial Fire Insurance on a Special Form Basis providing for One Hundred Percent (100%) replacement cost of franchisee's Business Personal Property, Leasehold Improvements and Betterments and Real Property (including signs and plate glass) if you lease, rent or own a building for the franchised business. You shall also provide Business Interruption and Extra Expense on a One Hundred Percent (100%) co-insurance basis. We shall be named as loss Payee on the Business Interruption coverage on a primary basis so as to enable you to provide us with an uninterrupted stream of payments (as if you were still in operation) for a period of a minimum of 12 months. Any insurance policy must provide 30 days prior written notice to us of any material modification, cancellation or expiration of such policy along with a copy of the notification sent to you, and must include other provisions we may require from time to time.

You shall further carry any additional insurance covering such additional risks or providing higher limits as we may reasonably request.

If you at any time fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence thereof, we at our option and in addition to its other rights and remedies hereunder, may, but shall not be required to, obtain such insurance coverage on behalf of you, and you shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us, on demand, any costs and premiums incurred by us plus an administrative fee of 15% of that cost. (See Items 7 and 11).

Advertising by Franchisee

You may not engage in any advertising program or use any other advertising, including local advertising placed on television, print or any other media, or prepare or use any marketing materials, unless you provide us advertising samples and obtain written approval from us.

Franchisor reserves the right to provide a national toll free routing telephone service for quality assurance purposes. In this event all telephone inquiries from customers will be routed through this centralized service. Franchisee will not advertise or use any local telephone number without providing to Franchisor samples of the types of layouts utilizing such advertising and local telephone numbers to obtain the written consent of the franchisor. All such samples must be received by Franchisor at least 10 business days prior to any printing or advertising deadline.

Rebates

We and our affiliates reserve the right to earn a profit or receive rebates or other consideration from suppliers in connection with your purchase merchandise, goods, products and services as described in this Item 8 as well as in connection with any future purchase of any goods, products, or services in connection with the operation of your franchise.

Franchisor will provide administrative services which may or may not include the sourcing of products, quality and safety inspections, insurance requirements, price negotiations, delivery standards and services to protect the quality and consistency of all products and services. Franchisor rebates will be as low as 0% payment to as high as 15% from distributors for the administration of these services. Most of these payments are calculated on an amount based on products sold. We will retain and use such payments as we deem appropriate or as required by the vendor.

Negotiated Prices

We may negotiate prices for numerous products for the benefit of the System but not on behalf of individual franchisees. Currently, there is no purchasing or distribution cooperative but we reserve the right to create a cooperative and require you to participate. We may receive volume discounts for the System which we will pass through to our franchisees. Beyond these discounts, we do not provide material benefits to you because of your use of approved suppliers.

ITEM 9. FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

OBLIGATION		SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
a	Site selection and acquisition/lease	§ 2 and 4;	Items 6 and 11

OBLIGATION		SECTION IN FRANCHISE AGREEMENT	DISCLOSURE DOCUMENT ITEM
b	Pre-Opening purchases/leases	§ 4, 5 and 6	Items ,7, 8 and 11
c	Site development and other pre-opening requirements	§ 2, 4, 5 and 6	Items 6, 7 and 11
d	Initial and ongoing training	§ 4, 5 and 6	Items 6, 7 and 11
e	Opening	§ 4, 5, 6, 7, 11 and 12	Item 11
f	Fees	§ 3, 5, 6, 7 and 12	Items 5, 6 and 7
g	Compliance with standards and policies/Operations Manual	§ 3, 4, 5, 6, 7, 9, 11, 12, 13	Items 11and 17
h	Trademarks and proprietary information	§4, 5, 6, 7, 8, 10, 12, 13 and 14	Items 13, 14 and 17
i	Restrictions on products/services offered	§ 4, 7 and 10	Items 16 and 17
j	Warranty and customer service requirements	None	None
k	Territorial development and sales quotas	None	Item 12
l	Ongoing product/service purchases	§ 4 and 10	Item 8
m	Maintenance, appearance and remodeling requirements	§ 5 and 11	Item 11 and 17
n	Insurance	§ 10, 12	Items 6 and 8
o	Advertising	§ 4, 7, 10 and 11	Items 6 and 11
p	Indemnification	§ 17	Item 6
q	Owner's participation/management/staffing	§ 4 and 6	Item 11 and 15
r	Records/reports	§ 2, 4, 5, 9, 10 and 12	Items 6, 11 and 17
s	Inspections/Audits	§ 5 and 13	Item 6, 11 and 17
t	Transfer	§ 14	Item 17
u	Renewal (Successor Agreement)	§ 3	Item 17
v	Post termination obligations	§ 15 and 16	Item 17
w	Non-competition covenants	§ 9, 16 and 18	Item 17
x	Dispute Resolution	§ 18	Item 17

ITEM 10. FINANCING

We do not offer, directly or indirectly, any financing arrangements to you. We do not place financing and, therefore, we do not receive payments consideration for the placement of financing. We may refer potential franchisees to Benetrends Financing Group for financing options. We have no business affiliation with Benetrends Financing Group, and we do not received payments or consideration for referrals.

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

Except as listed below, ResourceOne is not required to provide you with any assistance.

Pre-opening Assistance

Before you begin operating your business:

(i) In the event your business location is other than your home, we will approve the location of your business and provide a territory surrounding the site of your business where we will not place another ResourceOne franchise (Franchise Agreement, Section 4).

(ii) We will provide to you lists of approved suppliers for the equipment, goods and materials you will need to operate the Franchised Business (Franchise Agreement Section 5).

(iii) We will loan you copies of the Operating Manual and other documents containing reasonable, mandatory and suggested specifications, standards, operation rules established from time to time by us and information relative to your obligations and the operation of your franchise business. (Franchise Agreement Section 11).

(iv) We will provide a five-day initial franchisee certification training program to assist and guide you in operating your franchise. We will help you establish suggested pricing for your franchise. You must obtain our approval of all pricing prior to opening your franchised business.

(v) We will provide pre-opening telephone support and assistance prior to opening your franchise such advice in the necessary tasks, steps and actions to open your franchise.

(vi) We will assist you in ordering your initial equipment and supplies and will advise you on the expenditure of your opening marketing and advertising efforts. You are required to spend a minimum of $1,000 and a maximum of $3,000 in “Grand Opening” marketing and advertising.

Marketing, Technology, and Franchisee Development Fund

We will maintain a Marketing and Technology Fund (the “Fund”) into which all franchisees will contribute $225 per month which fee may be increased by up to 10% per year upon a thirty (30) day written notice in response to rising costs. Monthly payments to the Fund will be made through our electronic funds transfer (EFT) system described in Item 6. As of our fiscal year ending December 31, 2017, 46% was spent on Media, 16% on Production, 30% on Administration and 8% for other uses.

If we have company owned units in the future they will not contribute to the Fund. Any franchises owned jointly or separately by any of our officers or directors will not contribute to the Fund. The Fund will be administered by us and there will be annual unaudited financial statements accounting for the placement of all Fund fees. Surplus funds at the end of any year will be carried over into the following year. Some advertising media will be generated by us and other items may be produced by agencies selected by us. We will not receive any payment or fee for providing services to the Fund but the Fund will be used to pay all costs of the National Consumer Website described below, providing marketing and advertising templates for franchisees and for the administration of the Fund including, but not limited to, all personnel salaries related to the Fund and all costs relating to design, directing, writing, preparing, producing and placing all electronic and print marketing and advertising templates of any nature to promote and/or enhance the identity and image of the ResourceOne franchise system, its franchisees, services, products or for any other purpose related to ResourceOne or its locations, whether franchised or owned by us or by affiliated persons or entities.

We have the absolute right to determine how and where the Fund money will be spent. Marketing will not be designated for the benefit of any specific franchisee, but for the benefit of the System as a whole as we may determine from time to time. The Fund supports our National Consumer Website which also contains each franchisee's individual Micro-Site. The National Consumer Website is the primary marketing "tool chest" for the entire franchise system. Its major purpose is to establish and promote the ResourceOne brand that will attract retail business for our franchisees and to provide an internet presence for each franchisee. We will benefit from contacts by new franchisee candidates through this website, and our franchise opportunity information and application pages will be present within the site. As with all other advertising materials, stationery and business cards, the site will also contain references to the fact that "Franchises Are Available" and that "Each franchise Is Independently Owned and Operated."

National Consumer Website

You will benefit from the ResourceOne National Consumer Website which contains all of the comprehensive information about the franchise system and the high quality menu items and services offered by our franchises. Each franchisee receives the direct benefits from the website in return for the monthly payment of the Marketing and Technology Fund Fee.

Website Design and Hosting

You will be provided a design template and hosting services for your individual location Micro-Site which will provide your franchise with an internet presence, including your business address and local telephone information, customer testimonials, photographs showing your personnel and franchise and other information about your local franchise. You do not have any responsibility or expense for designing or hosting the Micro-Site, but you will have access as described below in order to modify and manage this website presence and to maximize its benefits to you.

Location Micro-Site Access

We will provide password access to conduct all business- related E-mail Operations through your private portion of the internet Location Micro-Site. We will also provide you with access to all Location Micro-Site content. You may only utilize the website and Internet presence provided by us. You may not use any other form of website or Internet advertising.

Franchisee Location Finder

Web visitors will encounter the Franchisee Location Finder which will encourage them to select a city, state or zip code of their preference. Upon selection of the search criteria the visitor will be presented with a list of franchisees and they will be able to find the nearest ResourceOne to them, where they will see your individual, personalized location Micro-Site.

Media Manager

In the future, we intend to provide Subscription and Password access (included in your weekly fee payment described in Item 6) to downloadable print and digital marketing materials and programs administered and managed by us for all downloadable newspaper, magazine and direct mail advertising template materials and the ability to download television and radio advertising templates, as may be made available by us from time to time. There is no cost for downloadable materials, but you must pay the cost of all printing, mailing, or all other costs related in producing your advertising materials including radio and video duplication and for the tagging, printing and shipping of all products ordered by you.

Access to Graphic Designer

Through the Media Manager you will have access to our approved Advertising and Graphic Design Provider that has prepared the downloadable and digital material templates you may order. In addition to the material templates approved by us and made available to you through the Media Manager operations, you may request the Provider to create advertising materials on your behalf for your ResourceOne location. If you do, you must pay the Provider directly for the total cost of any such materials, and all sample materials be sent to us for our written approval by us prior to being ordered by you. We will retain exclusive rights to any and all such materials requested to be produced by franchisees and we have the right, without attribution or payment of any kind, to make these materials available for use by us and all other franchisees. You will have no rights in such materials other than our permission for use by you.

If any automatic electronic funds withdrawal of your Fund Fee payment is denied, and remains unpaid for a period of seven days, your subscription password account will be deactivated until payments and penalties are brought current and for that period of time you will be denied access to, and the benefits of, all of the above services.

We may develop proprietary software or alternate sources to provide your Location Website hosting and/or other services. If so, we or our designee shall license the software to you and we may need to make a reasonable increase in the Marketing and Technology Fund Fee as a result. You agree to pay the increased fee required by us and you will comply with all specifications and standards prescribed by us from time to time in the Operations Manual.

We will decide the amount and nature of all expenditures of the Marketing and Technology Fund and how and where all expenditures are made. As noted above and in accordance with Section 16 of the Franchise Agreement services provided pursuant to this Fund may be deactivated upon a franchisee's failure to pay the monthly Fund Fee in a timely manner and will be reinstated only when payments and penalties are brought current.

Local Advertising Expenditure

In addition to the Marketing and Technology Fund Fee, and as described in Item 6, you must spend a minimum of $250 each month on local advertising and promotion of your franchise. At our request, you must submit to us a local advertising plan that details the local advertising you will conduct over a calendar year period along with all advertising samples. We may reject any part of the plan and you must revise the plan accordingly. You may not use your Local Advertising Expenditure for the cost of any advertising or other related purpose without our prior written consent.

Advertising Cooperatives

As of the date of this disclosure document, we have not established any local or regional advertising cooperatives ("Co-op Advertising Region"). If we do so in the future, you must participate in the Co-op Advertising Region for the region in which your franchise is located. We have the absolute right to exempt certain franchisees from participation. We will notify you in writing if you must join a Co-op Advertising Regional and the initial amount of the contributions to the Co-op Advertising Region. We will determine the area of each Co-op Advertising Region.

Each Co-op Advertising Region must comply with the then current governing cooperative agreement. A copy of the governing documents (if one has been established) is available upon request. At all meetings of the Co-op Advertising Regions, each participating franchisee is entitled to one vote per franchise that franchisee operates in the Co -op Advertising Region and we and our affiliates are entitled to one vote for each company-owned or affiliate-owned franchise in the Co-op Advertising Region or such other vote as may reasonably be determined by us.

We will determine your minimum contribution to the Co -op Advertising Region. However, each Co-op Advertising Region may increase the contribution by majority vote. We or our affiliate, as applicable, will contribute to the Co-op Advertising Region for each of our company or affiliate- owned franchises located in the Co-op Advertising Region on the same basis as franchisees.

Each Co-op Advertising Region will decide the use of funds available to it for advertising or marketing, subject to our written approval. Any disputes (other than pricing) arising among or between you, other franchisees, and/or the Co-Op Advertising Region may be resolved by us. Our decisions will be final and binding on all parties. No Co-op Advertising Region may appoint, or pay from the funds collected by the Co-op Advertising Region fees or costs of, any advertising agency or buying group without prior written consent. Co-op fees will be credited to required local advertising expenditures.

We do not maintain any other Advertising or Marketing Fund or any Advertising Council or Cooperative of any kind.

Business Facility Computer System, Programs and Printer

Franchisee should maintain a computer system capable of running Microsoft 2010 Office and other software as we may designate from time to time, including an online accounting program and an all-in-one color printer, fax, copier. All such computer equipment should be Internet compatible.

Our Access to Your Systems

In order to maintain high quality standards we will reserve the right to audit and monitor each of our franchisee's office locations at any time through physical inspection. We have no plans to do so, but may in the future require you to purchase different or other software or hardware. In that event you will receive written notification and be given a reasonable time (not to exceed 60 days) in which to purchase the required software or hardware. (Franchise Agreement, Section 11).

Confidential Operating Manual

We will loan you one copy of our confidential operating manual ("Manual") which contains mandatory and suggested specifications, standards and operating procedures as we prescribe and may also include information relative to your Franchise Agreement. The Manual may be amended or modified from time to time to reflect changes in our System. You must keep the Manual confidential and current and agree not to share its content with third parties without our permission, and you may not copy any part of the Manual. The table of contents for the Manual is listed in Exhibit "D".

Time to Open

You must be fully open to the public within 90 days from the signing of the Franchise Agreement, subject to unavoidable delay or failure to perform [Force Majeure]. You may not open the franchise for business until: (1) we approve the franchise as being developed and fully completed according to our specification and standards; (2) pre-opening training of you and your personnel has been completed to our satisfaction; (3) you have completed all pre-opening marketing requirements; (4) the Initial Franchise Fee and all other amounts then due to us have been paid; we have been furnished with copies of all required insurance policies, or such other evidence of insurance coverage and payment of premiums as we request; and (6) we have received signed counterparts of your lease and all other required documents pertaining to your site (if you have selected to operate from a fixed, leased location).

Initial Franchisee Certification Training

We provide a mandatory initial training course before you begin to operate the franchise. Training consists of classroom sessions for a period of five days. Training will be held at our office or our affiliate's office. It is mandatory that the majority owner and/or operating partner complete the initial franchisee training.

TRAINING PROGRAM

Course	Classroom Training Hours	Training Location
Resource One History	1	Corporate
Selling of Resource One	1	Corporate
Establish Goals & Metrics	1	Corporate
Recruiting 101	2	Corporate
Telephone Skills	2	Corporate
Laws & Regulations	2	Corporate
Clients	2	Corporate
Client Snap Shot	2	Corporate
Candidate Profile	2	Corporate
Big Biller ATS	2	Corporate
Candidate Sourcing	2	Corporate
Sales Genie	2	Corporate
Getting to Know Your Competition	1	Corporate

Course	**Classroom Training Hours**	**Training Location**
The Resume & Building One	1	Corporate
Candidate Prep	2	Corporate
The Submittal	1	Corporate
Candidate Sharing Program	1	Corporate
Interview Follow-up	1	Corporate
Interview Cycle Management	1	Corporate
Early and Often Closing & Counter Offer	1	Corporate
Reference Checks	1	Corporate
Client Development and Selling	2	Corporate
Advertising and Database Searches	3	Corporate
Hands On Training with Trainers	3	Corporate
Total Hours	**40.00**	

Notes:

(1) We will provide this initial training at no additional charge to you. You must pay all travel and living expenses for you and your trainees. We may increase, decrease and/or adjust the above training program to the extent that we deem appropriate.

(2) Ken Meeks is our primary trainer with over 16 years of relevant experience, and he is assisted by Brian Keasling and Victor Lopez. Each of these persons is described in Item 2 of this document. We may substitute trainers and speakers depending on availability. Manuals will be used as our primary training material.

(3) All of the above specifications and descriptions are subject to change as we may determine the need to do so.

Other Conference/Training/Educational Events

Each person who signs the Franchise Agreement must attend Conferences that may be scheduled from time to time as we may determine to be necessary, at our company headquarters in Kansas, or at a different location of our choosing. Conferences will not exceed eight days in length. If you purchase more than one franchise territory, then the manager from each location must also attend the above sessions.

During the operation of your business, we will, upon your request and at your expense, and to the extent we have personnel available, send one or more members of our staff to the franchised business to provide additional follow-up assistance and training (Franchise Agreement – Section 6.3).

Other Services

We will provide the following services as we may from time to time determine the need to do so: newsletters, teleconference, coaching, and webinars; assistance in marketing and sales procedures and methods; assistance in pricing of services; and information on new methods and new services.

Although not required to do so under the Franchise Agreement, we may provide other supervision, assistance or services during the operation of the franchise business, including providing you with promotional materials and bulletins on new products or promotional techniques, as we may determine as our absolute right.

At your request and for an additional fee we may visit your franchise business for the purpose of consultation, assistance, and guidance in all aspects of the operation and management of the franchise business.

We may furnish you with such assistance in connection with the operation of the franchised business as is reasonably determined to be necessary by us from time to time.

ITEM 12. TERRITORY

You will receive a geographic territory encompassing approximately one million (1,000,000) persons (based upon the website designated "City Data" showing Federal & State Census). We reserve the absolute right to adjust your territorial boundaries as we determine to be necessary in our sole discretion. We may permit you to purchase an additional contiguous territory in increments of 500,000 persons, up to two million persons (based upon the website designated "City Data" showing Federal & State Census), at the time of signing your Franchise Agreement.

In all instances in determining the original size and boundaries of your Territory, we will consider demographic and other factors that we deem appropriate, including the number of people living within the logical market area, the number and size of competitors, traffic patterns, the competitive situation, natural determinants, and economic data. We will not necessarily give any single factor or combination of factors controlling weight. Your Territory will not be identical to that of any other franchisee and you must make your decision whether to purchase the franchise based upon your knowledge of your proposed Territory. The territory will be comprised of zip codes.

The Franchise Agreement permits us to modify the boundaries and size of your protected territory if the population of your Territory increases by fifty percent or more from the estimated population at the time you sign the Agreement. If a modification reduces the size of your Territory, and you are in full compliance with the Agreement, you will have a 60 -day first right of refusal to license and operate another franchise in the newly created territory. If a modification reduces the size of the territory of more than one franchisee, the affected franchisees will have rights of refusal in the order of the amounts of population served by each territory, but if more than one territory is reduced by approximately the same percentage, then the affected franchisees will receive rights of refusal in the order of their seniority as franchisees in the affected territories.

You cannot advertise for or recruit or attempt to solicit customers outside your territory without our prior written consent. Upon our demand you must discontinue using all advertising and telephone numbers, which are active in the area outside your territory and direct the telephone company servicing you to transfer to us or a person or company we designate all of the telephone numbers registered to you there.

You may recruit and place employment candidates anywhere within the United States if you do so on behalf of an Employer Client located within your Territory or Employer Client located outside of any other Franchisee's territory without permission. If you place an employee candidate outside of your Territory, twenty five percent (25%) of the placement fee shall be paid to the franchisee in whose territory the employee is placed in addition to the Continuing Licensing Fee of 10% to Franchisor or if the employee candidate is placed in an area where there is no franchisee, twenty-five percent (25%) of the placement fee shall be paid to Franchisor.

Rights We Reserve in Your Franchise Agreement

Your territory rights are not exclusive. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets we own, or from other channels of distribution or competitive brands that we control. We retain the absolute right to:

1. Establish, and grant to other franchisees the right to establish franchises anywhere outside the Protected Territory, on such terms and conditions as we deem appropriate (even immediately outside the border of the Protected Territory), but not within the Protected Territory of your ResourceOne franchise you open under the Franchise Agreement and continue to operate under it.

2. Operate, and grant franchises to others to operate businesses, whether inside or outside the Protected Territory, specializing in the sale of services, other than a Competitive Business or a ResourceOne franchise, using some of the Marks and/or all of the Marks pursuant to such terms and conditions as we deem appropriate.

3. Operate, and grant franchises to others to operate businesses or provide other services, whether inside or outside the Protected Territory, that do not use any of the Marks;

4. Market and sell, inside and outside of the Protected Territory, through channels of distribution other than full service ResourceOne franchises. There is no minimum sales quota for maintaining your Protected Territory.

5. You cannot advertise for or attempt to solicit customers outside your territory without our prior written consent. Upon our demand you must discontinue using all advertising and telephone numbers which are active in the area outside your territory and direct the telephone company servicing you to transfer to us or a person or company we designate all of the telephone numbers registered to you there.

6. You cannot provide services outside your territory without our written authorization.

7. We currently service 3 national accounts, these national accounts may not be serviced by you and you will not receive any fees nor compensation from the national accounts of: 1) KBP Foods; 2) The Fun Eats and Drinks, LLC. and ; 3) Bloomin' Apple. There may be other accounts added to our national account list in the future.

National Accounts Program

While your franchise agreement is in effect, we and our affiliates will not solicit or accept orders in your territory under our trademarks, whether using the internet, catalog sales, telemarketing or other direct marketing sales, except through any National Accounts Programs then in effect. In some cases, for certain National Account customers, we or our designee may set the maximum price charged for defined services and/or products. We or our designee may authorize another party, including but not limited to another franchisee, to perform any work within your territory requested by a National Account customer. We or our designee are not obligated to pay you anything for servicing National Account customers.

ITEM 13. TRADEMARKS

Resource One Career Placement Specialists, Inc. registered the following trademark (Mark) with the United States Patent and Trademark Office (USPTO): U.S. Trademark Registration No. 4,759,889, June 23, 2015 for career placement services. Franchisor is an exclusive licensee of the Mark, and is entitled to sublicense you to use the Mark non-exclusively in connection with and subject to your franchise business

RESOURCEONE®

U.S.Trademark Registration No. 4,759,889, June 23,
2015 for Career Placement Services Principal Register

If our right to use the trademark is challenged, you may have to change to an alternate trademark, which may increase your expenses.

Resource One Career Placement Specialists, Inc. filed the Mark for registration on October 31, 2014 on the Principal Register in class IC 035 US 100 101 102 G&S and exclusively licensed the Mark to us. There are no effective material determinations of the USPTO, the Trademark Trial and Appeals Board, the Trademark Administrator of any state or any court relating to the Mark. We are aware that Imagemark Business Services, Inc. received a registration of the word mark RESOURCEONE on April 23, 2013, Registration No. 4,323,286 under classification IC 035 US 100 101 102 G&S. Imagemark Business Services, Inc. filing with the USPTO states they use the Mark for online ordering services featuring custom print products provided via an online portal. Our date of first use in commerce precedes the first use of Imagemark Business Services, Inc. There is no pending material litigation involving the Mark. There are no agreements in effect which significantly limit our right to use or license the use of the Mark in a manner material to the franchise. All affidavits and renewals required to be filed have been filed.

The franchise agreement grants you the right to use our current Mark and future Marks (collectively "Marks") to identify the products and or services offered by us. We have the right to require you to modify or discontinue your use of any of the Marks. If we exercise this right, we will provide advance notice to all franchisees. We will have no liability or obligation for your modification or discontinuance of any Mark or promotion of a substitute trademark, service mark or trade dress.

You must follow our rules when using our Marks, including the use of the registration symbol "®" with each use of the Mark. You must receive our approval when choosing your corporate name and you cannot use the Marks as a part of the corporate or other legal entity name or with modifying words, designs or symbols without our consent. All of your usage of the Marks and any goodwill you establish are to our exclusive benefit and you retain no right in the Marks on termination or expiration of the franchise agreement. You must also obtain fictitious or assumed name registrations as we require, or under applicable law.

The franchise agreement does not contain any provisions under which we are required to defend or indemnify you against any claims of infringement or unfair competition arising out of your use of the Marks. You must immediately notify us of any apparent infringement of or challenge to your use of any Marks or claim by any person of any rights to any Marks. We will have the sole discretion to take any action we deem appropriate and will have the right to control exclusively, any litigation or PTO or other administrative proceedings arising out of any infringement, challenge or claim or otherwise relating to any Marks. You must execute any and all instruments and documents, provide assistance and do such things as, in the opinion our counsel, may be necessary or advisable to protect our interest in any litigation or PTO or other proceeding or otherwise to protect our interest in the Marks. We have no obligation under the franchise agreement to protect you against or reimburse you for any damages for which you are held liable.

We cannot prevent anyone who began using the name "**RESOURCEONE**" before our use of it from continuing their use of that name in the area of prior use. The name "**RESOURCEONE**" may be in use by other businesses in the United States who are not our franchisees or in any way affiliated with us. You will be responsible for finding out whether the name "**RESOURCEONE**" is already being used in your Operating Territory. Under the Franchise Agreement you release us from any liability to you caused by any prior use of the name "**RESOURCEONE**" by anyone else.

Your rights to use the Marks under the Franchise Agreement are non-exclusive, and we retain the right, among others: (a) to use the Marks in connection with selling products and services; and (b) to grant others licenses for the Marks, in addition to those licenses already granted to existing franchisees. We also retain the absolute right to change the Marks as we may determine.

Your usage of the Marks and any goodwill you establish is to our exclusive benefit and you retain no right in the Marks upon the termination or expiration of the Franchise Agreement. You may not use the Marks as a part of any corporate or trade name, nor may you use any trade names, trademarks, service marks, emblems or logos other than as we may designate from time to time. You must prominently display the Marks on such items and in the manner we designate, including, but not limited to, signs, paper products and other supplies and packaging materials. You must obtain such fictitious or assumed name registrations as we require or under applicable law. You must identify yourself as our franchisee by using the Marks as the sole service marks and trade name identification of the franchise. You must immediately notify us of any information that you acquire concerning any use by others of names or marks which are confusingly or deceptively similar to the Marks. We shall have the absolute right to take whatever action we deem appropriate and to exclusively control any litigation or administrative proceeding. While we are not required to defend you against a claim for your use of the Marks, it is our policy to do so.

Other than the prior registration of the Word Mark RESOURCEONE, we do not actually know of any superior prior rights or infringing uses that could materially affect your use of the principal Mark in any state.

You may not use the Marks on the World Wide Web and must obtain our permission and approval for all Internet domain names and/or home page addresses.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. We claim copyright protection of our Manuals and related materials, certain proprietary information, knowledge and know-how concerning the methods of operation of the franchise and promotional materials, although these materials have not been registered with the United States Registrar of Copyrights. These items are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement.

There are no agreements in effect which significantly limit our right to use or license the copyrighted materials.

Confidential Operating Manual

During the term of the Franchise Agreement, we will loan to you at no charge a Confidential Operating Manual in which we assert a copyright interest. The Confidential Operating Manual, its supplements, and any other materials or information designated by us is confidential. You will not provide your employees with access to the Confidential Operating Manual unless necessary to operate your franchise.

You must use your best efforts to keep confidential all provisions in the Confidential Operating Manual, including any supplements or amendments that we provide. You are responsible for keeping your copy of the Confidential Operating Manual up-to-date. The provisions in our master copy will control any disputes that arise. You agree to comply with every provision in the Confidential Operations Manual and every revision to the Confidential Operating Manual that we may make from time to time, provided such revisions do not implement new or different requirements which alter the fundamental terms and conditions of the Franchise Agreement.

We will loan you a replacement copy if you lose or misplace your copy or supplements but we may require a reasonable replacement charge. You must not photocopy or duplicate by any means any part of the Confidential Operating Manual without our written consent.

Trade Secrets and Know-How

We will be disclosing to you certain proprietary information in our programs, systems, techniques manuals, and trade secrets as well as know-how and operating format related to our methods and materials. You will also use certain materials in the operation of your franchise in which we have a copyright interest. You, however, do not acquire any right or interest in such proprietary information.

You must not disclose any of our proprietary rights, information, or know-how, except as authorized in the Franchise Agreement. You must maintain adequate security in the control, use and handling of our proprietary materials as specified in the Confidential Operating Manual or in writing from us. All persons you employ who can access our proprietary materials are required to sign our approved Confidentiality Agreement. (Exhibits “E” and “L”). All persons with an ownership or voting interest in a non-individual franchisee and all individual franchisees who enter into Franchise Agreements and any person employed by or under an independent contractor relationship with you whom receives or who will receive any training by us or you which is directly or indirectly related to the System or involves any of the Confidential Information must sign our Approved Confidentiality, Non-solicitation and Non-competition Agreement. (Exhibits “E” and “L”). You must immediately notify us of any unauthorized use of our trade secrets. We have complete authority under the Franchise Agreement to take such action or inaction as we deem appropriate.

Failure to comply with the requirements of the Franchise Agreement with respect to confidentiality will cause us irreparable injury and you agree to pay us an amount equal to the aggregate of our cost of obtaining specific performance of, or an injunction against violation of, the requirements of the

Franchise Agreement concerning confidentiality, including without limitation, reasonable attorney fees, cost of investigation and proof of facts, court expenses, and damages incurred by us.

ITEM 15. OBLIGATIONS ~~S~~ TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We require you to participate in the supervision of the franchise. We may, however, agree in writing to allow someone other than an owner to act as the on- premises manager. That person must complete our training program and cannot have any interest or business relationship with any of our competition and must sign a written agreement to maintain confidentiality of the proprietary information and trade secrets described in Item 14 and conform to the covenants not to compete as described in Item 17.

We may, in our sole discretion, allow franchisees to be corporations, limited liability companies or other entities subject to our approval; however, if a corporation, limited liability company or other entity is allowed to be a franchisee, the individual stockholders, members, etc. must personally guarantee the obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for, the breach of every provision of the Franchise Agreement, including confidentiality and non- competition provisions. If you are approved to be a partnership, each partner must personally guarantee your obligations under the Franchise Agreement and also agree to be personally bound by, and personally liable for, the breach of every provision of the Franchise Agreement. They must further agree to be bound by the confidentiality and non -competition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interest.

All persons with an ownership or voting interest in a non-individual franchisee and all individual franchisees who enter into Franchise Agreements must execute a confidentiality/non- competition agreement in the form of our “Confidentiality, Non-solicitation and Non-competition Agreement.” (See Exhibits “L”).

We strongly recommend that you personally participate and direct operation of your business. If you do not personally manage the daily operation of your business, you are required to designate a manager responsible for the daily operation. If you choose to hire a designated manager, that person must comply with all training requirements listed in Item 11.

If owner is working in the franchise, he or she is not allowed to be employed by another employment recruiting company at the signing of the franchise agreement.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must use only those products, services, equipment, programs and other items in the operation of your ResourceOne franchise that we have designated in the Franchise Agreement, the Confidential Operating Manual, or specifically approved in writing unless, as to any one or more items, you are prohibited by local law or regulation or unless we have granted you our advance written approval to exclude some menu items, products, services or programs. If you would like to sell any service, or program which is not a part of the System, then you must seek and obtain our advance written permission. If we grant our advance written approval, then the product, service, equipment or program in question will become a part of the System (though we will not be required to, but may, authorize it for sale at one or more other franchises). We may subsequently revoke our approval.

We will own all rights associated with the service, or program. You will not be entitled to any compensation in connection with it.

We may add to, delete from or modify the services, programs and other items which you can and must offer or we may modify the System. You must abide by any additions, deletions and modifications. There are no limits on our rights to make these changes. We may designate, prohibit or otherwise limit your use of music or other entertainment within the ResourceOne franchise. These requirements are set forth in greater detail in Item 8 of this Disclosure Document.

If at any time any Approved Products or any other components of the System are unavailable at your franchise for any reason, and you can affirmatively prove such unavailability, we will identify alternative products or other components of the System that you may offer at your franchise, only until such time as the Approved Product or other component of the System becomes available. When the Approved Product or other component of the System becomes available, you will be required to offer it at your ResourceOne franchise.

You may only sell System services and you may not engage in the wholesale sale and/or distribution of any System product, service, equipment or other component, or any related product or service.

ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 2.1	10 years for Franchise Agreement.
b. Renewal or extension of the term	Section 3.1	If you are in good standing and not in default under the Franchise Agreement, you may enter into a successor franchise agreement, provided that you: (i) maintained required Gross Revenue, (ii) satisfied all monetary obligations, (iii) fulfilled all qualification and training obligations, (iv) maintained possession of the office, modify office and other systems as required.
c. Requirements for you to renew or extend	Sections 3.1-3.5	You send required notice and you correct any deficiencies sign a new Franchise Agreement and any ancillary agreements, general releases satisfactory completion of any required training and refresher programs, and pay us the fee. On renewal, you may be asked to sign

		a successor contract with materially different terms and conditions than your original Franchise Agreement.
d. Termination by you	None	None
e. Termination by us without cause	None	None
f. Termination by us with cause	Section 15	We can terminate only if you commit one of several violations (subject to State Law, see Exhibit "N").
g. "**Cause**" defined-defaults which can be cured	Section 15	You have 5 days to cure health, safety or sanitation law violations, except we may require the immediate shut down of your franchise in the event we deem such violation to be a health, safety or sanitation threat to anyone, 10 days to cure noncompliance with any provision other than Section 16.2 of the Franchise Agreement or the System Standards.
h. "**Cause**" defined – non curable defaults	Section 15	Non curable defaults include material misrepresentation or omission, failure to complete training, failure to comply with management requirements, failure to obtain an approval of the site location within the time periods specified for such approvals, failure to open the franchise to public within 180 days, abandonment, unapproved transfers, conviction of or a plea of no contest to, a felony or other serious crime, violations of anti-terrorism laws of "blocking" of assets under anti-terrorism laws, dishonest or unethical conduct, unauthorized assignment of the Franchise Agreement or of an ownership interest in you or franchise, loss of the Site, unauthorized use or disclosure of the Confidential Operating Manual or confidential information, failure to pay taxes, repeated defaults (even if cured), an assignment for the benefit of creditors or written admission of insolvency or inability to pay debts as they become due. Failure to meet the development

		obligations or pay any fees owed.
i. Your obligations on termination/nonrenewal	Section 16	Obligations include payment of outstanding amounts, complete de-identification and return of confidential information (also see (r) below). Ceasing your development activities.
j. Assignment of contract by us	Section 14.1	No restriction on our right to assign.
k. "**Transfer**" by you-definition	Section 14.2	You, your owners or your affiliate(s)' voluntary or involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in the Franchise Agreement, you, or the franchise.
l. Our approval of transfer by you	Sections 14.2-14.5	We have the right to approve all transfers, even to a Business Entity controlled by you.
m. Conditions for our approval of transfer	Section 14.3	New franchisee qualifies, you pay us all amounts due, transferee and its managerial employees agree to complete training, transferee agrees to enter a new Franchise Agreement, transfer fee paid, we approve material terms, you subordinate amounts due to you, and you sign other documents we require- including general releases (also see "r" below).
n. Our right of first refusal to acquire your business	Section 14.8	We can match any offer for an ownership interest in you, your Franchise Agreement or your site and assets provided that we may substitute cash for any form of payment at a discounted amount if an interest rate will be charged on any deferred payments, our credit will be deemed equal to that of any proposed purchaser, we will have no less than 60 days to prepare for closing and we receive all customary representations and warranties, as we specify.
o. Our option to purchase your business	Section 16.5	We have the option to buy the Franchised Business, including leasehold rights to the Site, at fair market value after our termination or your termination without cause, of the agreement (but not

		expiration).
p. Your death or disability	Sections 14.5 and 14.6	Franchise or an ownership interest in you must be assigned to an approved buyer within 6 months and must be run by a trained manager during the period before the assignment. Assignment is subject to our right of first refusal.
q. Non-competition covenants during the term of the franchise	Section 8.3 & 9	No interest in a Competitive Business, no controlling ownership interest in, or performance of services for, a Competitive Business anywhere, no recruiting or hiring of any person who is our employee or an employee of any ResourceOne franchise.
r. Non-competition covenants after the franchise is terminated or expires	Section 16	No interest in competing business for 2 years at, or within 15 miles of, the Protected Territory or within 50 miles of any other franchisees' Protected Territory (same restrictions apply after assignment).
s. Modification of the agreement	Section 18.13	Franchise Agreement- No modifications except by written agreement, but Confidential Operating Manual and System Standards are subject to change.
t. Integration/merger clause	Section 18.13	Only the terms of the Franchise Agreement (including the Confidential Operation Manual, System Standards, addenda and exhibits) are binding (subject to state law). Any other promises may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 18.9 and 18.10	Except for certain claims, all disputes must be mediated at and arbitrated at our headquarters (subject to State Law, see Exhibit "N").
v. Choice of forum	Section 18.8; 18.9 and 18.10	Mediation/Arbitration in Johnson County, Kansas
w. Choice of law	Section 18.5;	Kansas law applies (subject to State Law, see Exhibit, "N").

Certain States may require different or additional disclosures or revisions to the agreements (see State specific riders or addendum) with respect to the choice of forum, choice of law provisions in the Franchise Agreement.

The provisions of the Franchise Agreement that provide for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et seq.).

ITEM 18. PUBLIC FIGURES

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

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/o any franchisor -owned outlets, if there is a reasonable basis for the information, and if the information is included in this 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 a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

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 the franchisor's management by contacting the Franchise Administration Department at 14428 West 72nd Street, Shawnee, Kansas 66216, Telephone (913) 563-5773, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

TABLE 1

Systemwide Outlet Summary

For 2015, 2016 and 2017

Outlet Type	Year	Outlets at Start of Year	Outlets at the End of the Year	Net Change
Franchised	2015	0	6	+6
	2016	6	13	+7
	2017	13	19	+6
Company- Owned*	2015	1	1	0
	2016	1	1	0
	2017	1	1	0
Total Outlets	**2015**	**1**	**7**	**+5**
	2016	**7**	**14**	**+7**
	2017	**14**	**20**	**+6**

TABLE 2

Transfers of Outlets from Franchisees to New Owners
(Other than the Franchisor)
For 2015, 2016 and 2017

State	Year	Number of Transfers		State	Year	Number ofTransfers
Texas	2015	0		**Total**	**2015**	**0**
	2016	0			**2016**	**0**
	2017	1			**2017**	**1**

TABLE 3

Status of Franchised Outlets
For 2015, 2016 and 2017

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other	Outlets at End of Year
Alabama	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Colorado	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Florida	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	1	0	0	0	0	2
Georgia	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
Indiana	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
Iowa	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Michigan	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Missouri	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Nebraska	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operati ons-Other	Outlets at End of Year
New Mexico	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Ohio	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Oklahoma	2015	0	1	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Pennsylvania	2015	0	0	0	0	0	0	0
	2016	0	1	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Tennessee	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	1	0	0	0	0	1
Texas	2015	0	2	0	0	0	0	2
	2016	2	1	0	0	0	0	3
	2017	3	1	0	0	0	0	4
Totals	**2015**	**0**	**6**	**0**	**0**	**0**	**0**	**6**
	2016	**6**	**7**	**0**	**0**	**0**	**0**	**13**
	2017	**13**	**6**	**0**	**0**	**0**	**0**	**19**

TABLE NO. 4
Status Of Company Owned Outlets
For 2015, 2016 And 2017

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets At End Of The Year
Kansas	2015	1	0	0	0	0	1
	2016	1	0	0	0	0	1
	2017	1	0	0	0	0	1
Totals	**2015**	**1**	**0**	**0**	**0**	**0**	**1**
	2016	**1**	**0**	**0**	**0**	**0**	**1**
	2017	**1**	**0**	**0**	**0**	**0**	**1**

TABLE 5
Projected Openings
As Of December 31, 2017

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Illinois	0	1	0
Maryland	0	1	0
Tennessee	0	1	0
Texas	0	1	0
TOTAL	**0**	**4**	**0**

Exhibit “B” lists the name of our current franchisees and the addresses and telephone number of each of their outlets as of date of issuance.

Exhibit “C” lists the name, city and state, and current business telephone number, or if unknown, the last known home telephone number for each franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who did not communicate with us within 10 weeks of the disclosure document issuance date.

If you buy this franchise, your contact information may be disclosed to other buyers if you leave the franchise system. No franchisees signed any confidentiality clauses during the last three fiscal years.

There are no trademark specific franchisee organizations associated with the franchise system being offered.

ITEM 21. FINANCIAL STATEMENTS

Attached as Exhibit "A" is our opening Audited Balance Sheet for the period December 31, 2016. Also included is an unaudited Financial Statement for period ending March 31, 2017.

ITEM 22. CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

Exhibit A	Financial Statements
Exhibit B	List of Franchisees and Area Representatives
Exhibit C	List of Franchisees Who Have Left the System
Exhibit D	Form of Confidential Operating Manual Table of Contents
Exhibit E	Form of Key-Employee Manager Confidentiality Agreement
Exhibit F	List of State Agencies/Agents for Service of Process
Exhibit G	Form of Franchise Agreement
Exhibit H	Form of Conditional Assignment of Telephone Numbers and Listings
Exhibit I	Form of Conditional Assignment and Assumption of Lease
Exhibit J	Form of Principal Owner’s Guaranty
Exhibit K	Form of Principal Owner’s Statement

Exhibit L	Form of Confidentiality, Non-solicitation and Non-competition Agreement for Franchise Agreement
Exhibit M	Franchisee Questionnaire
Exhibit N	State Specific and other Addenda and Riders
Exhibit O	Form of Release
Exhibit P	Receipts

ITEM 23. RECEIPTS

See Exhibit "P" for detachable receipts.

EXHIBIT "A" TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

OF

RESOURCE ONE INTERNATIONAL, INC.

RESOURCEONE INTERNATIONAL, INC.

FINANCIAL STATEMENT

DECEMBER 31, 2016

armanino

FORM OF ACCOUNTANT'S CONSENT

To the Stockholder of
RESOURCEONE INTERNATIONAL, INC.
Overland Park, Kansas

Armanino LLP consents to the use in the Franchise Disclosure Document issued by ResourceOne International, Inc. ("Franchisor") on April 28, 2016, as it may be amended, of our report dated May 17, 2017 relating to the financial statements of Franchisor as of December 31, 2016.

Armanino LLP

Armanino LLP
Los Angeles, California

May 17, 2017

RESOURCEONE INTERNATIONAL, INC.

FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016 AND THE PERIOD FROM NOVEMBER 25, 2015 (INCEPTION) TO DECEMBER 31, 2015

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INDEPENDENT AUDITOR'S REPORT

To the Stockholder of
RESOURCEONE INTERNATIONAL, INC.
Overland Park, Kansas

We have audited the accompanying balance sheet of ResourceOne International, Inc. (a Kansas corporation) (the "Company"), which comprise the balance sheets as of December 31, 2016 and 2015, and the related statements of income, retained earnings, and cash flows for the year ended December 31, 2016 and the period from November 25, 2015 (inception) to December 31, 2015, and the related notes to 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 ("U.S. GAAP"); this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that is 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 U.S. ("U.S. GAAS"). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company'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 Company'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 ResourceOne International, Inc. as of December 31, 2016 and 2015, and the results of its operations and its cash flows for the year ended December 31, 2016 and the period from November 25, 2015 (inception) to December 31, 2015, in accordance with U.S. GAAP.

Armanino LLP

Armanino LLP
Los Angeles, California

May 17, 2017

An independent firm associated with
Moore Stephens International Limited
MOORE STEPHENS

RESOURCEONE INTERNATIONAL, INC.

BALANCE SHEETS

DECEMBER 31, 2016 AND 2015

ASSETS

	2016	2015
Current assets		
Cash	95,205	40,646
Accounts receivable	103,850	25,500
Notes receivable	17,754	-
	216,809	66,146
Notes receivable, less current portion	4,892	-
	$ 221,701	$ 66,146

LIABILITIES AND STOCKHOLDER'S EQUITY

	2016	2015
Current liabilities		
Accounts payable	$ 105,941	$ 22,950
Accrued expenses	25,440	-
Total liabilities	131,381	22,950
Commitment (Note 4)		
Stockholder's equity		
Common stock, par value of $100 per share; 10,000 shares authorized, 100 shares issued and outstanding	10,000	10,000
Retained earnings	80,320	33,196
	90,320	43,196
	$ 221,701	$ 66,146

See accompanying notes to financial statements.

RESOURCEONE INTERNATIONAL, INC.

STATEMENTS OF INCOME AND RETAINED EARNINGS

FOR THE YEAR ENDED DECEMBER 31, 2016, AND THE PERIOD FROM NOVEMBER 25, 2014 (INCEPTION) TO DECEMBER 31, 2015

	2016	2015
Revenue		
Royalties	$ 80,125	$ 25,400
Initial franchise fees	236,000	150,000
	316,125	175,400
Operating expenses	119,277	132,204
Net income	196,848	43,196
Retained earnings, beginning of period	33,196	-
Distributions	(149,724)	(10,000)
Retained earnings, end of period	$ 80,320	$ 33,196

See accompanying notes to financial statements.

RESOURCEONE INTERNATIONAL, INC.

STATEMENTS OF CASH FLOWS

FOR THE YEAR ENDED DECEMBER 31, 2016, AND THE PERIOD FROM NOVEMBER 25, 2014 (INCEPTION) TO DECEMBER 31, 2015

	2016	2015
Cash Flows from Operating Activities		
Net income	$ 196,848	$ 43,196
Adjustments to reconcile net income to net cash provided by operating activities		
Increase in operating assets		
Accounts receivable	(78,350)	(25,500)
Note receivable	(22,646)	-
Increase in operating liabilities		
Accounts payable	82,991	22,950
Accrued expenses	25,440	-
Net Cash Provided by Operating Activities	204,283	40,646
Cash Flows from Financing Activities		
Common stock	-	10,000
Distributions	(149,724)	(10,000)
Net Cash Provided by (Used in) Financing Activities	(149,724)	-
Net Increase in Cash	54,559	40,646
Cash, beginning of period	40,646	-
Cash, end of period	$ 95,205	$ 40,646

See accompanying notes to financial statements.

RESOURCEONE INTERNATIONAL, INC.

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED DECEMBER 31, 2016, AND THE PERIOD FROM NOVEMBER 25, 2014 (INCEPTION) TO DECEMBER 31, 2015

NOTE 1 - NATURE OF OPERATIONS

ResourceOne International, Inc., (the "Company"), a Kansas Corporation, was formed on November 25, 2014 ("Inception"), for the purpose of selling ResourceOne franchises.

As a franchisor the Company intends to enter into agreements with franchisees in the United States. Under the terms of the franchise agreements, each franchisee receives training and a protected territory to operate a ResourceOne franchise. In return the franchisees pay an initial franchise fee to the Company and once operations commence, pay royalty fees per the franchise agreement.

ResourceOne franchises will provide national executive recruiting and placement services and optional third party human resource services.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Revenue Recognition

The Company receives initial franchise fees when entering into new franchise agreements. Initial franchise fees are recognized when substantially earned, generally upon store opening. The Company similarly defers the related expenses specific to the franchise agreements, primarily sales commissions. As of December 31, 2016 and 2015 there were no deferred revenues or expenses.

Royalty fees are charged as a percentage of gross sales (10% in-territory and 25% out-of-territory). As of December 31, 2016 there were eleven franchise agreements in effect and eleven locations in operation. As of December 31, 2015 there were four franchise agreements in effect and four locations in operation.

Fiscal Year

The Company's fiscal year-end is December 31.

Basis of Accounting

The financial statements have been prepared in accordance with U.S. GAAP.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from these estimates.

Cash and Cash Equivalents

The Company considers financial instruments with original maturities of 90 days or less to be cash equivalents. There were no cash equivalents at December 31, 2016 and 2015.

Concentrations

The Company's bank balances may exceed the FDIC-insured limits. The Company does not anticipate any losses related to these balances.

Accounts Receivable

The Company carries its accounts receivable at invoiced amounts less allowances for discounts and doubtful accounts. The Company does not accrue interest on trade receivables. Management evaluates the ability to collect accounts receivable based on a combination of factors. An allowance for doubtful accounts is maintained based on the length of time receivables are past due, the status of a customer's financial position, and other credit risk indicators. As of December 31, 2016 and 2015 the Company did not have any allowance for doubtful accounts.

Income Taxes

The Company has elected to be taxed under the provisions of Subchapter S of the Internal Revenue Code ("IRC"). Under those provisions, the Company does not pay federal corporate income taxes on its taxable income. Instead, stockholders are taxed individually on their proportionate share of the Company's taxable income. Accordingly, no provision for federal or state income taxes has been recorded. Deferred income tax assets and liabilities related to state income tax timing differences are not considered material and have not been presented.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes (Continued)

The Company's federal income tax returns for tax years 2014 and subsequent remain subject to examination by the Internal Revenue Service. The returns for Kansas, the Company's only state tax jurisdiction, remain subject to examination by the Kansas Department of Revenue for the tax years 2014 and subsequent.

Subsequent Events

The Company has evaluated events subsequent to December 31, 2016, to assess the need for potential recognition or disclosure in the financial statements. Such events were evaluated through May 17, 2017 the date the financial statements were available to be issued. Based upon this evaluation, it was determined no subsequent events occurred that require recognition or additional disclosure in the financial statements.

NOTE 3 - NOTES RECEIVABLE

The Company has entered into three non-interest bearing note receivable agreements with various franchisees. The notes receivable are secured by the franchisees' signed franchise agreements.

NOTE 4 - COMMITMENT

The Company currently leases its headquarters under an operating lease that expires in October 2017.

The scheduled minimum lease payments under the lease terms are as follows:

Year Ending December 31,	
2017	$ 5,170
	$ 5,170

Total rent expense under the operating leases for 2016 and 2015 was $6,210 and $5,605, respectively.

EXHIBIT "B" TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

LIST OF FRANCHISEES
(As of December 31, 2017)

FRANCHISEE	ADDRESS	PHONE
Alabama (Includes the Alabama, Mississippi, Louisiana Gulf Coast Region)		
Robbie Collier	3200 Loop Road #85 Orange Beach, AL 36561	251-504-3361
Colorado		
J9D Recruiting LLC	16061 Outlook Ave Stilwell, KS 66085	303-550-9492
Florida		
Manatee HR LLC	970 N Spring Garden Ave #34 Deland, FL 32720	239-908-1285
Danny Emert	1483 Nautilus Dr. Navarre, FL 32566	760-449-6896
Georgia		
A.M. Deeb Recruiting Inc.	211 Imperial Cr. Naples, FL 34110	305-972-0254
Indiana		
Storme Blankenship	1526 Horseshoe Dr. Raymore, MO 64083	816-678-1387
Iowa		
Keasling Consulting LLC	PO Box 33 Eldon, IA 52554	641-652-0010
Michigan		
One Four Eight, LLC	148 Peninsula Hills Dr Traverse City, MI 49686	284-561-2899
Missouri		
Joyce Hearst	3575 Bluestream Circle Columbia, MO 65203	618-558-6119
Nebraska (Includes Oklahoma)		
Dayspring Recruiting, LLC	211 E 68th Ter. Kansas City, MO 64113	913-375-6687
New Mexico		
Todd Morrison	2709 Redondo Santa Fe, NM 87114	505-452-7767
Ohio		
PRT Holdings Inc.	9668 Golf Course Rd Sugarcreek, OH 44681	614-572-9748

FRANCHISEE	ADDRESS	PHONE
Oklahoma		
Joseph P. Dooley Inc.	8700 Ensenada Ct Choctaw, OK 73020	405-655-4413
Pennsylvania		
Mike Simpson	2576 Wexford Run Rd Wexford, PA 15090	412-370-3021
Tennessee		
Jay Roberts	113 Polk Place Dr. Franklin, TN 37064	615-319-3877
Texas		
Right Choice Hospitality Recruiting LLC	10804 Desert Willow Loop Austin, TX 78748	512-665-2432
Steve Boese	529 River Down Rd Georgetown, TX 78628	512-731-7347
Thuan Nguyen	9305 W 103rd St Overland Park, KS 66212	816-225-1374

LIST OF FRANCHISEES WHO EXCECUTED FRANCHISE AGREEMENTS AND OPENED IN 2018

(As of April 17, 2018 Issuance Date)

FRANCHISEE	ADDRESS	PHONE
Illinois		
John Cavanaugh	6398 Bayside South Dr. Indianapolis, IN 46250	317-500-3343
Tennessee		
Connecting File LLC	5708 Bent Dr. Harrison, TN 37341	423-8663-3577
Texas		
Mike Lilly	2581 Tulip Hill Rd, Pace FL 32571	281-813-5003

EXHIBIT “C” TO THE DISCLOSURE DOCUMENT

FRANCHISEES WHO HAVE LEFT THE SYSTEM

List of Former Franchisees

FRANCHISEE	ADDRESS	PHONE
Lighthouse Recruiting Victor Lopez	2654 Lakehills San Antonio, TX 78251	210-639-6959

EXHIBIT “D” TO THE DISCLOSURE DOCUMENT

CONFIDENTIAL OPERATING MANUAL
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Operations Manual

RESOURCE ONE INTERNATIONAL, INC.
OPERATIONS MANUAL TABLE OF CONTENTS

INTRODUCTION TO: Resource One International, Inc.

GENERAL STANDARDS

FINANCIAL REPORTING REQUIREMENTS

ADVERTISING AND MARKETING

ADMINISTRATIVE AND OPERATING POLICIES

FRANCHISEE OPERATIONS

EXHIBIT “E” TO THE DISCLOSURE DOCUMENT

FORM OF
KEY-EMPLOYEE MANAGER CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered into______________, 20   , between Resource One International, Inc., a Kansas Corporation("Franchisor"), and ifapplicable, ____________________________________ ("Franchisee) and ____("Employee").

RECITALS

WHEREAS, Franchisor, as a result of the expenditure of time, skill, and money, has developed and is continuing to develop a system (the "System") for the development and operation of franchises under the name and Mark "**RESOURCEONE**" ("hereinafter "Business or sometimes "Franchised Business"); and

WHEREAS, Franchisor identifies the System through certain trade names, trademarks, services marks, symbols, logos, emblems and indicia of origin, including, without limitation, the name "**RESOURCEONE**" and such other trade names, trademarks and service marks as Franchisor may develop in the future for the purpose of identifying for the public the sources of services and products marketed under such marks and under the System and representing the System's high standards of quality, appearance and service, all of which may be changed, improved and further developed by Franchisor from time to time (collectively, the "Trade Secrets"); and

WHEREAS, the Trade Secrets provide economic advantages to Franchisor and are not generally known to, and are not readily ascertainable by proper means by Franchisor's competitors who could obtain economic value from knowledge and use of the Trade Secrets; and

WHEREAS, Franchisor has taken and intends to take all reasonable steps to maintain the confidentiality and secrecy of the Trade Secrets; and

WHEREAS, Franchisor has granted Franchisee a limited right pursuant to a Franchise Agreement to operate a Franchised Business using the System and the Trade Secrets for the period defined in the Franchise Agreement; and

WHEREAS, Franchisor and Franchisee have agreed in the Franchise Agreement on the importance to Franchisor and to the Franchisee and other licensed users of the System of restricting use, access and dissemination of the Trade Secrets;and

WHEREAS, it will be necessary for certain employees of Franchisee to have access to and use some or all of the Trade Secrets in the management and operation of Franchisee's Business using the System; and

WHEREAS, Franchisee has agreed to obtain from those employees written agreements protecting the Trade Secrets and System against unfair competition; and

WHEREAS, Employee wishes to remain, or wishes to become, an employee of Franchisee; and

WHEREAS, Employee wishes and needs to receive and use the Trade Secrets in the course of his/her employment to effectively perform his/her services for Franchisee; and

WHEREAS, Employee acknowledges that receipt of and the right to use the Trade Secrets in the course of his/her employment to effectively perform his/her services for Franchisee; and

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties agree as follows:

<u>Confidentiality Agreement</u>

1. Franchisor and/or Franchisee shall disclose to Employee some or all of the Trade Secrets relating to the System.

2. Employee shall receive the Trade Secrets in confidence, maintain them in confidence and use them only in the course of his/her employment by Franchisee and only in connection with the management and/or operation by Franchisee of the Franchised Business using the System for so long as Franchisee is licensed by Franchisor to use the System.

3. Employee shall not at any time make copies of any documents or compilations containing some or all the Trade Secrets without Franchisor's express written permission.

4. Employee shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and then only to the limited extent necessary to train or assist other employees of Franchisee in the management or operation of a Franchised Business using the System.

5. Any and all information, know-how, knowledge, techniques and materials made available by Franchisor or by Franchisee under the Franchise Agreement, including without limitation, specifications, guidelines, procedures, for executive recruiting and placement services and related human resource services in the retail and entertainment industries, computer software, forms and compilations of data all of which shall be deemed confidential Trade Secrets for the purposes of this Agreement.

6. Employee shall surrender the Confidential Operations Manual and such other manuals and written materials as Franchisor shall have developed ("Manual") described in the Franchise Agreement and any other written material containing some or all of the Trade Secrets to the Franchisee or Franchisor upon request, or upon termination of

employment by Franchisee, or upon conclusion of the use for which the Manual or other information or material may have been furnished to the Employee.

7. Employee shall not, directly or indirectly, do any act or omit to do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.

8. The Manual is loaned by Franchisor to Franchisee for limited purposes only and remains the property of Franchisor and may not be reproduced, in whole or in part, without the Franchisor's written consent.

Covenants Not to Compete:

1. To protect the goodwill and unique qualities of the System and confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Employee further undertakes and covenants that while he/she is employed by Franchisee, he/she will not:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer or any Franchisor business to any competitor.

b. Employ or seek to employ any person who is at the time employed by Franchisor or any franchisee of Franchisor, or otherwise directly or indirectly induce such person to change any existing relationship except as may occur in connection with Franchisee's employment of such person if permitted under the Franchise Agreement.

c. Own, maintain, engage in or have any interest in any business (other than the Franchised Business) which is the same as or similar to the Franchised Business including, but not limited to, executive recruiting placement services and other related third party human resource services.

2. In further consideration for the disclosure to Employee of the Trade Secrets and to protect the uniqueness of the System, Employee agrees that for two (2) years following the earlier of the expiration, termination or transfer of all Franchisee's interest in the Franchise Agreement or the termination of his/her relationship with Franchisee, the Employee will not, without prior written consent of Franchisor:

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or customer of any Franchisor business to any competitor.

b. Employ or seek to employ any person who is at the time employed by Franchisor or any franchisee of Franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment.

c. Own, maintain, engage in or have any interest in any business which is the same or similar to the Franchised Business including, but not limited to, any executive recruiting and placement services or third party human resourceservices, screening services, telephone interviews, coaching services, background checks and reference checks in the retail, entertainment or hospitality industries business which is located within fifty (50) miles of the Franchised Business, or provides such services to customers within fifteen (15) miles of the perimeter of any Protected Territory of any franchisee operating under the System.

3. Divulge any trade secrets or proprietary information of the Franchisor or Franchised Business.

Miscellaneous

1. Franchisee undertakes to use his/her/its best efforts to ensure that Employee acts as required by this Agreement.

2. Employee agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions hereof, Franchisor shall be entitled to enforce this Agreement and shall be entitled, in addition to any other remedies which are available to it at law or in equity, to a temporary and/or permanent injunction and a decree for the specific performance of the terms of this Agreement, without the necessity of showing actual or threatened harm and without being required to furnish a bond or other security.

3. Employee agrees to pay all expenses (including court costs and reasonable attorney fees) incurred by Franchisor or the Franchisee in enforcing this Agreement.

4. Any failure by Franchisor or the Franchisee to object to or take action with respect to any breach of this Agreement by Employee shall not operate or be construed as a waiver of or consent to that breach or any subsequent breach by Employee.

5. EXCEPT AS STATED BELOW, EMPLOYEE HEREBY IRREVOCABLY SUBMITS HIMSELF/HERSELF TO THE JURISDICTION OF THE STATE COURTS OF JOHNSON COUNTY, KANSAS AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF JOHNSON CITY KANSAS. EMPLOYEE HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. EMPLOYEE HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM/HER IN ANY LEGAL PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KANSAS OR FEDERAL LAW. EMPLOYEE FURTHER AGREES THAT VENUE FOR ANY LEGAL OR EQUITABLE PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE JOHNSON COUNTY, KANSAS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION FOR INJUNCTIVE OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY STATE OR FEDERAL DISTRICT COURT WHICH HAS

JURISDITION. WITH REPECT TO ALL CLAIMS, CONTROVERSIES, DISPUTES OR ACTIONS, THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRCTUED UNDER KANSAS LAW.

6. The parties agree that each of the above covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Employee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separated, stated in, and made a part of this Agreement.

7. This Agreement contains the entire agreement of the parties regarding the subject matter hereof. This Agreement may be modified only by a duly authorized writing executed by all parties.

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage pre-paid or facsimile, telegram or telex (provided that the sender confirms the facsimile, telegram or telex (provide that the sender confirms the facsimile, telegram or telex by sending an original confirmation copy by certified or registered mail or expedited delivery services within three (3) business days after transmission), to the respective parties.

If directed to Franchisor, the notice shall be addressed to:

Resource One International, Inc.
9401 Reeds Road
Overland Park, KS 66207

If directed to the Franchisee, the notice shall be addressed to:

____
____
____
Facsimile: (___) ______________

If directed to the Employee, the notice shall be addressed to:

____
____
____
Facsimile: (___) ______________

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by facsimile, telegram or telex shall be deemed given upon transmission, provided confirmation is made as provided above. Any notices sent by expedited delivery service or certified or registered mail shall be deemed given three (3) business days after the time of mailing. Any change in the above addresses shall be effected by giving fifteen (15) days written notice of such change to the other party. Business day shall be defined as any day other than Saturday, Sunday or any recognized U.S. national holiday.

9. The rights and remedies of Franchisor under this Agreement are fully assignable and transferable and shall inure to the benefit of its successors, assigns and transferees. The respective obligations of the Franchisee and the Employee hereunder may not be assigned by the Franchisee or Employee, as applicable, without the prior written consent of Franchisor.

IN WITNESS WHEREOF, the undersigned have entered into this Agreement as witnessed by signatures below.

FRANCHISOR:

Resource One International, Inc.

By: ________________________________

Name: _____________________________

Title: ______________________________

FRANCHISEE:

____

____

____

____

EMPLOYEE:

____________________________________(Legal Seal)

Signature

Name: ______________________________

EMPLOYEE:

____________________________________(Legal Seal)

Signature

Name: ______________________________

EXHIBIT “F” TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

State Agencies/Agents for Service of Process		
STATE	**ADDRESS**	**PHONE**
California - Los Angeles Commissioner of Business Oversight	320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105	866-275-2677
California – Sacramento Commissioner of Business Oversight	1515 K Street, Suite 200 Sacramento, CA 95814-4017	916-445-7205
California - San Diego Commissioner of Business Oversight	1350 Front Street, Room 2034 San Diego, CA 92101-3697	619-525-4233
California - San Francisco Commissioner of Business Oversight	One Sansome Street, Suite 600 San Francisco, CA 94104-4428	415-972-8565
Hawaii Commissioner of Securities	335 Merchant Street, Room 203 Honolulu, HI 96813	808-586-2722
Illinois Illinois Attorney General	500 South Second Street Springfield, IL 62706	217-782-4465
Indiana Secretary of State	302 W. Washington Street, Room E-111 Indianapolis, IN 46204	317-232-6681
Maryland Maryland Securities Commissioner	200 St. Paul Place, 20th Floor Baltimore, MD 21202-2020	410-576-6360
Michigan Department of Commerce, Corporations and Securities Bureau	525 W. Ottawa Street G. Mennen Building, 1st Floor Lansing, MI 48913	517-373-7117
Minnesota Commissioner of Commerce	85 7th Place East, Suite 500 St. Paul, MN 55101-2198	612-539-1500
New York Administrator: New York State Department of Law Investor Protection Bureau Agent for Service of Process Secretary of State	120 Broadway, 23rd Floor New York, NY 10271 99 Washington Avenue Albany, NY 1223	212-416-8211
North Dakota Securities Commissioner	600 East Boulevard Avenue, State Capital, 5th Floor Bismarck, ND 58505-0510	701-328-2910
Rhode Island Director of Department of Business Regulation	1511 Pontiac Avenue Bldg. 69-1 Cranston, RI 02920	401-462-9587
South Dakota Director of Division of Securities	124 S. Euclid Ave., Suite 104 Pierre, SD 57501-3185	605-773-4823
Virginia Clerk of the State Corporation Commission	1300 E. Main Street Richmond, VA 23219-3630	804-371-9276
Washington Director of Dept. of Financial Institutions	150 Israel Road, SW Turmwater, WA 98501	360-902-8760
Wisconsin State of Wisconsin	201 W. Washington Ave., Suite 300 Madison, WI 53703	608-267-9140

EXHIBIT “G” TO THE DISCLOSURE DOCUMENT

FORM OF FRANCHISE AGREEMENT

RESOURCE ONE INTERNATIONAL, Inc.

FRANCHISE AGREEMENT

____

Agreement Date

____

Franchisee

EXHIBITS:

RESOURCE ONE INTERNATIONAL, Inc.

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is effective as of the ______day of, 20 (the "Agreement Date"). The parties to this Agreement are **RESOURCE ONE INTERNATIONAL, Inc.**, A Kansas corporation, with its principal business address at 9401 Reeds Road, Overland Park, Kansas 66207 (referred to in this Agreement as "Franchisor," "we," "us" or "our"), and ,whose principal business ______________ address is______________________________(referred to in this Agreement as "Franchisee," "you" or "your").

1. INTRODUCTION.

1.1 Our Franchise. We and our affiliate have expended considerable time and effort in developing a system for the operation of a franchised business offering executive recruiting and placement services and other third party human resource services concentrating on the hospitality, retail and entertainment industries. We operate under the Marks (defined below) and under distinctive business formats, methods, procedures, signs, equipment, trade dress, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (collectively, the "System").

We use, promote and license certain trade names, marks and other commercial symbols in the operation of our franchise, including the trade name "RESOURCEONE" and other associated designs, artwork and trade dress, which have gained and continue to gain public acceptance and goodwill, and we may create, use and license additional trademarks, service marks and commercial symbols in conjunction with the operation of a Franchise (collectively, the "Marks"). We grant to persons who meet our qualifications and are willing to undertake the investment and effort, a franchise to own and operate a RESOURCEONE Franchise offering the services we authorize and approve and utilizing the System. You have applied for a franchise to own and operate a Franchise.

1.2 Acknowledgments. You acknowledge and agree that:

a. you have read this Agreement and our Franchise Disclosure Document;

b. you understand and accept the terms, conditions and covenants contained in this Agreement as being necessary to maintain our high standards of quality and service and the uniformity of those standards at each Franchise and to protect and preserve the goodwill of the Marks;

c. you have conducted an independent investigation of the business venture contemplated by this Agreement and recognize that, like any other business, the nature of the business conducted by a Franchise may evolve and change over time;

d. an investment in a RESOURCEONE Franchised Business involves business risks and that your business abilities and efforts are vital to the success of the venture;

e. any information you acquire from other RESOURCEONE franchisees relating to their sales, profits or cash flows does not constitute information obtained from us, nor do we make any representation as to the accuracy of any such information;

f. in all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual, capacity. All business dealings between you and such person as a result of this Agreement are solely between you and us;

g. we have advised you to have this Agreement reviewed and explained to you by an attorney; and

h. we have provided to you a copy of our Franchise Disclosure Document at least 14 calendar days prior to the execution of the Franchise Agreement or our receipt of any consideration from you.

1.3 Representations. You represent to us, as an inducement to our entry into this Agreement, that all statements you have made and all materials you have submitted to us in connection with your purchase of the franchise are accurate and complete and that you have made no misrepresentations or material omissions in obtaining the franchise. We have approved your request to purchase a franchise partially in reliance on all of your representations.

1.4 No Warranties. We expressly disclaim the making of, and you acknowledge that you have not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, sales, profits or success of the business venture contemplated by this Agreement or the extent to which we will continue to develop and expand the network of RESOURCEONE Franchises. You acknowledge and understand the following:

a. any statement regarding the potential or probable revenues, sales or profits of the business venture are made solely in the Franchise Disclosure Document delivered to you prior to signing this Agreement;

b. any statement regarding the potential or probable revenues, sales or profits of the business venture or statistical information regarding any existing RESOURCEONE business owned by us or our affiliates or that is not contained in our Franchise Disclosure Document is unauthorized, unwarranted and unreliable and should be reported to us immediately; and

c. you have not received or relied on any representations about us or our franchising program or policies made by us, or our officers, directors, employees or agents that are contrary to the statements made in our Franchise Disclosure Document or to the terms of this Agreement. If there are any exceptions to any of the foregoing, you agree to: (i) immediately notify our chief executive officer; and (ii) note such exceptions by attaching a statement of exceptions to this Agreement prior to signing it.

1.5 Business Organization and Ownership Information. If you have obtained our prior approval and Franchisee is a corporation, partnership, limited liability company or other form of legal entity, Franchisee and the owners agree, represent, and warrant and covenant that:

a. you have the authority to execute, deliver and perform your obligations under this Agreement and are duly organized or formed and validly existing in good standing under the laws of the state of your incorporation or formation;

b. your organizational or governing documents will recite that the issuance and transfer of any ownership interests by you are restricted by the terms of this Agreement, and all certificates and other documents representing ownership interests in you will bear a legend referring to the restrictions of this Agreement;

c. Franchisee shall provide to Franchisor prior to the execution of this Agreement, true and correct copies, as applicable, of Franchisee's articles of incorporation, by laws, partnership agreement, articles of organization and limited liability company operating agreement and other governing documents and amendments thereto, as well as resolutions of the Board of Directors, partners or members authorizing entry into and performance of this Agreement. During the term of this Agreement, Franchisee shall promptly provide to Franchisor true and correct copies of any amendments or other changes to such governing documents. No such documents shall contain any provision that is contrary to or inconsistent with any provision of this Agreement;

d. you and your owners agree to revise the Principal Owners Statement as may be necessary to reflect any ownership changes and to furnish such other information about your organization or formation as we may request (no ownership changes may be made without our approval, which shall not be unreasonably withheld);

e. a Principal Owner of the Business Entity (with ownership of at least 10% of its voting securities) must: (i) have management responsibility and authority over the RESOURCEONE Franchise on a day- to-day basis; (ii) oversee the RESOURCEONE Franchise operations; (iii) be bound by our then-current form of Confidentiality Agreement (or other form satisfactory to us); and (iv) satisfactorily complete our initial training program and any other training programs we request during the term;

f. each of your owners during the term of this Agreement will sign and deliver to us our standard form of Principal Owner's Guaranty undertaking to be bound jointly and severally by all provisions of this Agreement and any other agreements between you and us. A copy of our current form of Principal Owners Guaranty is attached to the Franchise Disclosure Document. The spouse of each of your owners will execute a spousal consent in the form attached hereto as Exhibit B.

2 GRANT AND TERM.

2.1 Term. The term of the Franchise and this Agreement begins on the Agreement Date and expires 10 years from the Agreement Date. This Agreement may be terminated before it expires in accordance with its terms.

2.2 Grant. Subject to the terms of and upon the conditions contained in this Agreement, we grant you a franchise (the "Franchise") to: (a) Use the franchise in a geographical area specified in Exhibit "A" attached hereto and made a part hereof; (b)Use the Marks solely in connection with operating the RESOURCEONE Franchise; (c) use the System in the operation of the RESOURCEONE Franchise; (d) Franchisee must open an office at the location specified in Exhibit "A" and the office must be approved by us within the geographical area set forth in Exhibit "A" offering those services specified in our Operations Manual. Except as set forth in paragraph 2.4 and its subparagraphs below, as long as you are in compliance with the Franchise Agreement, we will not grant a franchise to anyone else to operate, or ourselves to operate, a RESOURCEONE Franchise within the geographical area set forth in Exhibit "A" (also known as "Territory").

2.3 Performance. You agree that you will at all times faithfully, honestly and diligently perform your obligations, continuously exert your best efforts to promote and enhance the RESOURCEONE Franchised Business and not engage in any other business or activity that conflicts with your obligations to operate the RESOURCEONE Franchise in compliance with this Agreement. You may not operate the RESOURCEONE Franchise from any location other than the office we have approved and designated in Exhibit "A" which may be your residence as long as your residence complies with all legal requirements for the operation of the Franchised Business from your residence. It is your responsibility to ensure that your operation of the RESOURCEONE Franchise from your residence complies with all local, state and federal requirements. You agree to comply with any standards established by us from time to time regarding your Office location within thirty (30) days of receipt of written notice from us of such standards. Franchisee shall within ninety (90) days after execution of this Franchise Agreement commence operation of the Franchised Business within your Protected Territory set forth in Exhibit "A". At all times, either you or one of your Principal Owners must meet our qualifications for management responsibility and authority over the operations of the RESOURCEONE Franchise.

2.4 Rights We Reserve. Notwithstanding any of the foregoing, we (and our designees) retain the absolute right to:

a. Service and provide all placement orders and other services for all National Accounts, which list may be increased or decreased at out sole discretion. As of the date of this Franchise Agreement our National Accounts consist of KBP Foods, The Fun Eats and Drinks, LLC. and Bloomin Apple. National Accounts may be in Franchisee's Territory or another franchisee's territory and Franchisor will not be obligated or required to provide any compensation at all to Franchisee;

b. establish, and grant to other franchisees the right to establish, RESOURCEONE Franchises anywhere outside the Territory, on such terms and conditions as we deem appropriate (even immediately outside the border of the Territory), but not within the Territory of your RESOURCEONE Franchise you open under this Agreement and continue to operate under it;

c. operate, and grant franchises to others to operate businesses, whether inside or outside the Territory, specializing in the sale of products or services, other than a Competitive Business or a RESOURCEONE Franchise, using certain of the Marks and pursuant to such terms and conditions as we deem appropriate;

d. operate, and grant franchises to others to operate businesses or provide other services, whether inside or outside the Territory, that do not use any of the Marks;

e. now, or in the future, 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 a "RESOURCEONE" operating under the Marks or any proprietary marks or any of their marks following our purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which you acknowledge may be within the "Territory" or proximate thereto, or proximate to any of the Franchisee's office(s)).

We will have the right to assign this agreement, and all of its rights and privileges under this agreement, to any person, firm, corporation or other entity.

You agree and affirm that we have the absolute right to sell our self, our assets, Marks or other proprietary marks and/or our System to a third party; to go public; to engage in a private placement of some or all of our securities; to merge, acquire other corporations, or be acquired by another corporation; and/or to undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring. With regard to any of the above sales, assignments and dispositions, you expressly and specifically waive any claims, demands or damages arising from or related to the loss of Franchisor's name(s), Marks, proprietary marks (or any variation thereof) and system and/or the loss of association with or identification of "RESOURCEONE" as Franchisor under this Agreement. You specifically release 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.

If we assign our rights in this Agreement, nothing herein shall be deemed to require us to remain in the business of franchising of RESOURCEONE businesses offering employment recruiting services.

3 SUCCESSOR TERMS.

3.1 Your Right to Acquire a Successor Franchise. This Agreement expires 10 years from the Agreement Date. Upon expiration, if you (and each of your owners) have substantially complied with this Agreement during its term you will have the privilege to apply for successor franchises to operate the then existing RESOURCEONE Franchised Business, (each a :successor franchise"), for two additional 10-year periods on terms and conditions of the Franchise Agreement we are then using in granting successor franchises for the RESOURCEONE Franchised Business, which may contain materially different terms and conditions from this agreement provided, you have met the following conditions:

a. Franchisee shall have fully performed all obligations under the Franchise Agreement and not failed to generate and obtain the required gross revenue required in paragraph 5.3.2 during the final twelve months of the initial term; and

b. Franchisee shall not be in default of any provision of the Franchise Agreement or any other agreement with Franchisor, its affiliates, subsidiaries, and designees, if any; and

c. Franchisee shall have satisfied all monetary obligations to Franchisor, its affiliates, subsidiaries, and designees, if any, and shall have materially met such obligations in a timely and responsible manner throughout the initial term; and

d. Franchisee shall be in compliance with Franchisor's then-current qualification and training requirements set forth in the Confidential Operations Manual or elsewhere; and

e. Franchisee maintains possession of Franchisee's office and agrees to add or make improvements to the office, equipment, software, signs and otherwise modify the RESOURCEONE Franchise operations as we require to bring the franchise into compliance with specifications and standards then applicable for a RESOURCEONE Franchise.

3.2 Grant of a Successor Franchise.

a. Your Election: You agree to give us written notice of your election to acquire a Successor Franchise during the first 90 days of the 9th year of this Agreement or during the first 90 days of the 9th year of the term of any 10 year Successor Franchise. We agree to give you written notice ("Response Notice"), not more than 90 days after we receive your notice, of our decision:

(i) to grant you a Successor Franchise;

(ii) to grant you a Successor Franchise on the condition that deficiencies of the RESOURCEONE Franchise are corrected; or

(iii) not grant you a Successor Franchise based on our determination that you and your owners have not substantially complied with this Agreement during its term.

b. Response Notice: If applicable, our Response Notice will:

(i) describe the improvements or modifications required to bring the RESOURCEONE Franchise into compliance with the applicable specifications and standards for RESOURCEONE Franchises; and

(ii) state the actions you have to take to correct operating deficiencies and the time period in which such deficiencies must be corrected.

If we elect not to grant a Successor Franchise, the Response Notice will describe the reasons for our decision. Your right to acquire a Successor Franchise is subject to your continued compliance with all of your terms and conditions of this Agreement through the date of its expiration, in addition to your compliance with the obligations described in the Response Notice.

c. Deficiencies: If our Notice states that you must cure certain deficiencies of the RESOURCEONE Franchise as a condition to the grant of a Successor Franchise, we will give you written notice of a decision not to grant a Successor Franchise unless you cure such deficiencies, not less than 90 days prior to the expiration of this Agreement. However, we will not be required to give you such notice if we decide not to grant you a Successor Franchise. If we fail to give you:

(i) notice of deficiencies within 90 days after we receive your timely election to acquire a Successor Franchise; or

(ii) notice of our decision not to grant a Successor Franchise at least 90 days prior to the expiration of this Agreement, if such notice is required.

We may extend the term of this Agreement for such period of time as is necessary in order to provide you with either reasonable time to correct deficiencies or 90 days' notice of our refusal to grant a Successor Franchise.

3.3 Agreements/Releases. If you satisfy all of the other conditions to the grant of a Successor Franchise, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we are then customarily using in connection with the grant of Successor Franchises. You and your owners further agree to execute general releases, in the form attached to the Franchise Disclosure Document, of any and all claims against us and our shareholder, officers, directors, employees, agents, successors and assigns. Failure by you or your owners to sign such agreements and releases and deliver them to us for acceptance and execution within 60 days after their delivery to you will be deemed an election not to acquire a Successor Franchise.

3.4 Training and Refresher Programs. Our grant of a Successor Franchise is also conditioned on the satisfactory completion by you (or an Operating Partner of yours approved by us) of any new training and refresher programs as we may reasonably/require. You are responsible for travel, living and compensation costs of attendees.

3.5 Fees and Expenses. Our grant of a Successor Franchise is contingent on your payment to us of a Successor Franchise fee of $3,000. We must receive the fee from you when yousign the Successor Agreement.

3.6 Subsequent Successor Franchises. The fees and other conditions for any later granting of subsequent Successor Franchises will be governed by the Successor Franchise Agreement (as described above).

4. APPROVED OFFICE LOCATION.

4.1 Approved Location

You must operate the Franchised Business only from one location approved in writing by us. Subject to local ordinances and zoning rules and regulations, Franchisor may permit Franchisee to locate the Office location within Franchisee's principal residence. Approval of Franchisee's principal residence as an Office does not hold Franchisor out as knowing or verifying Franchisee's local ordinances and zoning rules or regulations. If Franchisee does not use Franchisee's principal residence as an Office location, then Franchisor shall provide Franchisee general guidelines to assist Franchisee in selecting a site suitable for the Office. The Office location will be designated in Paragraph 2 of Exhibit "A". Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including without limitation, the condition of the premises, demographics of the surrounding area, proximity to other Franchisees, lease requirements and overall suitability. Franchisee shall not locate an Office in a location and site without Franchisor's prior written approval. Franchisor does not represent that either it or any affiliate, employees or agents have any expertise in selecting sites. Neither Franchisor's assistance nor approval of an Office location or lease is intended to indicate that the Franchised Business will be profitable or successful at the approved Office location. Franchisee must receive Franchisor's written consent before relocating.

4.2 Territory

(a) Franchisee's Territory is described and set forth in Exhibit "A" hereto. You may recruit and place employment candidate anywhere within the United States if you do so on behalf of an Employer client located within your territory or Employer client located outside of any other Franchisee's territory. If you obtain our permission to place an employee candidate outside of your Territory, twenty-five percent (25%) of the commission collection shall be paid to the franchisee in whose Territory the employee is placed or if the employee candidate is placed in an area where there is no franchisee, twenty-five (25%) of the commission shall be paid to the Franchisor.

(b) You may not perform any business, or services, or actively market for candidates geographically located outside your Territory described in Exhibit "A" without the written consent of Franchisor. If you request, and we approve your request in writing, to service candidates in territories outside your Territory described in Exhibit "A", and subsequently withdraw our approval or award a RESOURCEONE Franchise to a another franchisee whose Territory includes candidates that you have been servicing, all information regarding these candidates is to be immediately transferred to us. In addition, you will immediately discontinue any and all solicitation of candidates in said geographical area and will refer any request for service outside your Territory to the franchisee who has acquired the RESOURCEONE Franchise for the geographical area. You will receive no compensation for the cessation of service or delivery of information we require from you and your failure to comply with our written notice requiring cessation and candidate transfer is a default under this Franchise Agreement and may result in the termination of the Franchise Agreement.

4.3 Non Residence Office Site

a. Lease of Office Site: If your office is not located in your principal residence, you agree to deliver copies of the proposed lease agreement and related documents to us prior to signing them. You agree not to sign any lease agreement or related documents (or any renewal of it) unless we have previously approved them. Our approval, which will not be unreasonably withheld, will be limited to ensuring that the lease is consistent with this Agreement. If we approve the lease, you agree to deliver a copy of the signed lease to us within 15 days after its execution along with the Lease Assignment.

b. Mandatory Lease Terms: We may require that the lease or any renewal contain certain provisions, including the following:

(i) a provision which requires the lessor to contemporaneously provide us with copies of any written notice of default under the lease sent to you and which grants to us, at our option, the right (but not the obligation) to cure any default under the lease (should you fail to do so) within 15 days after the expiration of the period in which you may cure the default;

(ii) a provision which evidences your right to display the Marks in accordance with the specifications required by the Confidential Operating Manuals, subject only to the provisions of applicable law;

(iii) a provision which requires that any lender or other person will not disturb your possession of the Office Site so long as the lease term continues and you are not in default (along with such documents as are necessary to ensure that such lenders and other persons are bound);

(iv) a provision which expressly states that any default under the lease which is not cured within any applicable cure period also constitutes grounds for termination of this Agreement;

(v) a lease term which is at least equal to the initial term of this Agreement, either through an initial term of that length or right, at your option, to renew the lease for the full term of this Agreement; and

(vi) the premises must be operated as a RESOURCEONE Franchise.

d. No Warranty: You acknowledge that our approval of the lease for the Office Site indicates only that we believe that the Office Site and the terms of the lease fall within the acceptable criteria we have established as of the time of our approval. You further acknowledge that we have advised you to have an attorney review and evaluate the lease.

4.4 Ownership and Financing. Instead of leasing an Office Site, you may propose to purchase, construct, own and operate your RESOURCEONE Franchise on real property owned by you or through an affiliate. You must meet certain conditions if you or an affiliate own an Office Site or at any time prior to acquisition, or subsequently, you or your affiliates propose to obtain any financing with respect to the Office Site or for your Operating Assets in which event any of such items are pledged as collateral securing your performance. The form of any purchase contract with the seller of an Office Site and any related documents, and the form of any loan agreement with or mortgage in favor of any lender and any related documents, must be approved by us before you sign them. Our consent to them may be conditioned upon the inclusion of various terms and conditions, including the following:

a. a provision which requires any lender or mortgagee concurrently to provide us with a copy of any written notice of deficiency or default under the terms of the loan or mortgage sent to you or your affiliates or the purchaser;

b. a provision granting us, at our option, the right (but not the obligation) to cure any deficiency or default under the loan or mortgage (should you fail to do so) within 15 days after the expiration of a period in which you may cure such default or deficiency; and

c. a provision which expressly states that any default under the loan or mortgage, if not cured within the applicable time period, constitutes grounds for termination of this Agreement and any default under this Agreement, if not cured within the applicable time period, also constitutes a default under the loan or mortgage.

5. FEES.

5.1 Calculation of the Initial Franchise Fee. Franchise will pay Franchisor the Initial Franchise Fee in the amount set forth on Paragraph 5.2 hereafter. The amount of Initial Franchise Fee is based upon the size of your Territory described in Exhibit "A" and is calculated as follows:

Upon execution of the Franchise Agreement, Franchisee shall pay Franchisor a nonrefundable initial franchise fee of Thirty Seven Thousand Five Hundred Dollars ($42,500) for a Territory consisting of up to one million in population pursuant to the latest US census. Franchisor may, it its sole discretion permit franchisee to purchase contiguous territory containing an additional population not to exceed 500,000 for an additional franchise fee of Twenty Thousand Dollars ($20,000), in which event the total initial franchise fee would be $62,500 and paid upon execution of the Franchise Agreement and is non-refundable. Franchisor may also in its sole and absolute discretion, grant Franchisee the right to purchase a second additional contiguous Territory containing a population not to exceed 500,000 for a second additional franchise fee of Fifteen Thousand Dollars ($15,000.00), in which event the total initial franchise fee would be $77,500 and is due and payable upon execution of the Franchise Agreement.

5.2 Your Initial Franchise Fee. In consideration for our grant of this franchise, you agree to pay us the sum of $____________dollars as the Initial Franchise Fee. The Initial Franchise Fee is deemed fully earned and nonrefundable. Franchise agrees that the grant of this franchise constitutes the sole consideration for payment of the Initial Franchise Fee.

5.3 Continuing License Fee. In addition to the Initial Franchise Fee and if applicable, an additional Territory Fee(s), you shall pay us a Continuing License Fee. On receipt of a client payment, for so long as this Agreement shall be in effect, Franchisor or third party appointed by Franchisor, shall retain from all client payments without offset, credit or deduction of any nature, a Continuing License Fee equal to ten percent (10%) of said client payments and Franchisor shall pay Franchisee the net amount due. Franchisor requires that Franchisee direct all accounts and clients to pay Franchisor or Franchisor in care of our designated third party, for all work performed by Franchisee. Franchisor or its designated third party will invoice Franchisee's clients based upon the information provided to Franchisor by Franchisee. Franchisee may receive checks and credit card charge slips from clients; however all checks and charge slips must be payable to Franchisor. In the Event any clients remit payment directly to Franchisee, Franchisee must immediately remit such payment to Franchisor or designated third party. If a client fails to pay Franchisee for services he (she) (it) renders, Franchisee shall incur the loss for non-payment. If Franchisor takes action on Franchisee's behalf to enforce payments, Franchisee shall pay Franchisor's expenses. .

5.4 Electronic Funds Transfer and Payment Procedure. We require you to pay all payments other than Continuing License Fees and Placement Sharing Fees for any other amounts due us under this Agreement by electronic funds transfer. We may designate different Payment Days for different amounts due us under this Agreement (e.g. Marketing and Advertising Fund Fee, etc.). You agree to comply with the procedures we specify in our Confidential Operating Manuals and perform such acts and sign and deliver such documents as may be necessary to accomplish payment by this method. You will give us authorization, in a form that we designate, to initiate debit entries or credit correction entries to your bank operating account (the "Account") for payments of, Marketing and Advertising Fund Fees and other amounts due under this Agreement, including any applicable interest charges. You will make the funds available in the Account for withdrawal by electronic transfer no later than the Payment Day. If we determine at any time that you have under-reported Gross Revenue or underpaid amounts due to us, we will be authorized to immediately initiate a transfer from the Account in the appropriate amount in accordance with the foregoing procedures, including applicable interest and late charges. Any overpayment will be credited to the Account through a credit, effective as of the first reporting date after you and we determine that such credit is due.

5.5 Definition of "Gross Revenue". "Gross Revenues" means the aggregate of all billings, Placements or any other Franchisor approved services, whether collected or not, including cash sales and sales on account, monies billed for all sales of products, services and merchandise whether sold from, through or in connection with the Franchised Business, whether cash, on credit, barter or otherwise, exclusive of applicable sales, use or service taxes.

5.6 Interest on Late Payments. All amounts which you owe us will bear interest after their due date at the highest contract rate of interest permitted by law, or the annual rate of one and one-half percent (1.5%) per month, whichever is less. You acknowledge that we do not agree to accept any payments after they are due nor commit to extend credit to, or otherwise finance your operation of, the RESOURCEONE Franchised Business. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 15 of this Agreement.

5.7 Late Payment Penalties. All Continuing License Fees, Marketing and Advertising Fund Fees, amounts due for purchases by you from us, and any interest accrued thereon, and any other amounts which you owe us, or our affiliates, are subject to a late payment fee of 10% of the amount due. The late payment fee is due immediately on any delinquent payments. The provision in this Agreement concerning late payment fees survives termination or expiration of this Agreement and does not mean that we accept or condone late payments, nor does it indicate that we are willing to extend credit to, or otherwise finance the operation of, your RESOURCEONE Franchised Business.

5.8 Application of Payments. Notwithstanding any designation you might make, we have the absolute right to apply any of your payments to any of your past due indebtedness to us. You acknowledge and agree that we have the right to set off any amounts you or your owners owe us against any amounts we might owe you or your owners.

5.9 Payment Offsets. We may set off from any amounts that we may owe you any amount that you owe to us for any reason whatsoever, including without limitation, Continuing License Fees, Marketing and Advertising Fund Fees, late payment penalties and late payment interest, amounts owed to us for purchases or services or for any other reason. Thus, payments that we make to you may be reduced by amounts that you owe to us from time to time and that we have the absolute right to do so. In particular, we may retain any amounts that we have received for your account as a credit and payment against any amounts that you may owe to us at any time. We will notify you monthly if we do so.

5.10 Discontinuance of Service. If you do not pay amounts due to us timely under this Agreement, we may discontinue any services to you, without limiting any of our other rights in this Agreement.

5.11 Placement Sharing Program Fees. Franchisee will pay Franchisor or its designated third party a Placement Fee of twenty five percent (25%) of all Gross Revenue generated from a placement outside of Franchisee's Territory; provided however, should there be an existing franchisee in the territory for which the outside Placement is located, the existing franchisee of that territory will receive the shared Placement Fee of the twenty five percent (25%) of all Gross Revenue generated from the Placement rather than Franchisor. The Placement Sharing Program Fee shall be paid in the same manner and procedure as set forth in Paragraph 5.3 hereinabove.

6. TRAINING AND ASSISTANCE.

6.1 Training. Prior to the commencement of the RESOURCEONE Franchised Business by Franchisee, we or our designee will furnish an initial 5 day training program ("Initial Training") to you (or, if you are a Business Entity, your primary operating manager (the "Operating Manager")). The Operating Manager must successfully and fully complete Initial Training to our reasonable satisfaction. Upon successful completion of Initial Training, we will issue a certificate (the "Training Certificate") indicating the date of successful completion of Initial Training. Although we, or our designee, will furnish the Initial Training to the Operating Manager and you at no additional fee or other charge, you will be responsible for all travel and living expenses which the Operating Manager and you incur in connection with the training. You must pay us a fee in the amount of $425 per day for each replacement Trainee trained by us, or our designee, or each person provided the Initial Training by us, or our designee, other than the initial trainee(s).

6.2 Ongoing Assistance. We will provide continuing advisory assistance to you in the operation, and promotion of the RESOURCEONE Franchised Business as we deem necessary. We, or our designee, will also provide additional or refresher training programs for you as we deem appropriate. We will provide you, from time to time with advice and materials concerning techniques of managing and operating the RESOURCEONE Franchised Business. At your request, we will make additional or refresher training in form and content as we deem appropriate available at your RESOURCEONE Franchised Business or at other locations we designate for an additional fee (the "Additional Training Fee") at the rate of $425 per day plus travel and living expense, minimum of 1 day charge.

6.3 Additional Training. If, at any time after the RESOURCEONE Franchised Business opens, you replace your primary Operating Manager or replace one or more of your Operating Partners, you must ensure that such new personnel are satisfactorily trained and certified at an approved training facility at your expense. We may require the Trainees and/or other previously trained Operating Manager and/or Franchisee attend periodic refresher training courses at such times and locations that we designate. You must pay to us, or our designee, the Additional Training Fee set forth in this paragraph 6.2.

6.4 General Guidance. We will advise you from time to time regarding the operation of the RESOURCEONE Franchised Business based upon reports you submit to us or inspections we make. In addition, we will furnish guidance to you with respect to:

a. standards, specifications and operating procedures and methods utilized by RESOURCEONE Franchises;

b purchasing required, products, materials and supplies;

c. use of suppliers, approved products, volume buying;

d. advertising and marketing programs;

e. training; and

f. administrative, bookkeeping and accounting procedures.

Such guidance will, as we may determine, be furnished in our Confidential Operating Manuals, bulletins or other written materials and/or during telephone consultations and/or additional training.

7. MARKS.

7.1 Ownership and Goodwill of Marks. Your right to use the Marks is derived solely from this Agreement and limited to your operation of the RESOURCEONE Franchised Business at the approved office location pursuant to and in compliance with this Agreement and all System Standards we prescribe from time to time during its term. Your unauthorized use of the Marks will be a breach of this Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that your usage of the Marks and any goodwill established by such use will be exclusively for our benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the RESOURCEONE Franchised Business in compliance with this Agreement). All provisions of this Agreement apply to any additional proprietary trade and service marks and commercial symbols we authorize you to use.

7.2 Limitations on Your Use of Marks. You agree to use the Marks as the sole identification of the RESOURCEONE Franchised Business, except that you agree to identify yourself as the independent owner in the manner we prescribe in the Confidential Operating Manuals or otherwise. You may not use any Mark as part of any corporate or legal business name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we license to you), or in any modified form, nor may you use any Mark in connection with any social media networking, including but not limited to, any postings on a social media site or social media network sites nor with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing. No Mark may be used in any advertising concerning the transfer, sale or other disposition of the RESOURCEONE Franchised Business or an ownership interest in you. You agree to display the Marks prominently in the manner we prescribe, on supplies or materials we designate and in connection with forms and advertising and marketing materials. You agree to give such notices of trade and service mark registrations as we specify and to obtain any fictitious or assumed name registrations required under applicable law.

7.3 Notification of Infringements and Claims. You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. We have the absolute right to take such action as we deem appropriate and the absolute right to control exclusively any litigation, U.S. Patent and Trademark Office proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Mark. You agree to sign any and all instruments and documents, render such assistance and do such acts and things as, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or Patent and Trade Mark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

7.4 Discontinuance of Use of Marks. If we deem it advisable at any time in our sole control for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you agree to comply with our directions within a reasonable time after receiving notice. We will not be obligated to reimburse you for any direct or indirect loss, including loss of revenue attributable to any modified or discontinued Mark or for any expenditure you make to promote a modified or substitute trademark or service mark.

7.5 Signage. Signage must comply with all state and local laws and ordinances. You must limit your signage to the Mark we authorize. The use of any other language is forbidden. If you employ any signage that does not comply with this Agreement, you will be in material breach of this Agreement. The signage must also incorporate the specific letter style/color and curvature associated with the authorized Mark, logo or other mark or logo as we may designate in writing from time to time. You must not use any signage that deviates from the standard logo unless and until you have submitted a request for such deviation to us in writing with drawings and we have approved such deviation in writing.

8. CONFIDENTIAL INFORMATION.

8.1 Types of Confidential information. We possess (and will continue to develop and acquire) certain confidential information (the "Confidential Information") relating to the development and operation of RESOURCEONE Franchises which includes (without limitation):

a. the System and the know-how related to its use;

b. sources, design and methods of use of forms, materials, supplies, websites, Internet, "business to customer" networks or communities and other e- commerce methods of business;

c. any marketing, advertising and promotional programs for RESOURCEONE Franchises;

d. our training program;

e. any computer software we make available in the future or recommend

f. methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation, advertising and marketing of the RESOURCEONE Franchised Businesses;

g. knowledge of specifications for and identities of and suppliers of certain products, materials, supplies and equipment;

8.2 Disclosure and Limitations on Use. We will disclose much of the Confidential Information to you by furnishing the Confidential Operating Manual to you and by providing training, guidance and assistance to you. In addition, in the course of the operation of your Franchise, you or your employees may develop ideas, concepts, methods, techniques or improvements ("Improvements") relating to your Franchise or the System, which you hereby agree to disclose to us. We will be deemed to own the Improvements, and the Improvements will constitute Confidential Information. We may use the Improvements and authorize you and others to use them in the operation of Franchised Businesses or any other aspect of the System.

8.3 Confidentiality Obligations. You agree that your relationship with us does not vest in you any interest in the Confidential Information other than the right to use it in the development and operation of your Franchise as we see fit, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information is proprietary, includes trade secrets belonging to us, and is disclosed to you or authorized for your use solely on the condition that you agree, and you therefore do agree, that you:

a. will not use the Confidential Information in any other business or capacity;

b. will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement;

c. will not make unauthorized copies of any portion of the Confidential Information disclosed via electronic medium, in written form or in other tangible form, including, for example, the Confidential Operating Manual; and

d. will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including, restrictions on disclosure to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or others who have access to the Confidential Information.

8.4 Exceptions to Confidentiality. The restrictions on your disclosure and use of the Confidential Information will not apply to the following:

a. disclosure or use of information, processes, or techniques which are generally known and used in the recruiting and placement service business (as long as the availability is not because of a disclosure by you), provided that you have first given us written notice of your intended disclosure and/or use; and

b. disclosure of the Confidential Information in judicial, administrative or arbitration proceedings when and only to the extent you are legally compelled to disclose it, provided that you have first given us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us that the information required to be disclosed will be treated confidentially.

9. EXCLUSIVE RELATIONSHIP.

You acknowledge and agree that we would be unable to protect Confidential Information against unauthorized use or disclosure or to encourage a free exchange of ideas and information among RESOURCEONE Franchised Businesses if franchisees of RESOURCEONE Franchised Businesses were permitted to hold interests in or perform services for a Competitive Business (defined below). You agree that, during the term of this Agreement, neither you nor any of your owners (nor any of your or your owners' spouses or children) will:

a. have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business, other than the RESOURCEONE Franchise;

b. have any direct or indirect controlling interest as a disclosed or beneficial owner in a Competitive Business, wherever located;

c. perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, wherever located; or

d. recruit or hire any person who is our employee or the employee of any RESOURCEONE Franchised Business without obtaining the prior written permission of that person's employer (failure to do so may result in financial sanctions payable to the offended party).

The term "Competitive Business" as used in this Agreement means any business or facility owning, operating or managing, or granting franchises or licenses to others to do so, any business selling or offering goods or services that feature any business enterprise or activity that involves marketing and/or selling and/or performing any executive recruiting and placement services or third party human resource services or screening services, telephone interviews, face to face interview scheduling, coaching services, background checks, reference checks or bonding of employees in the retail, entertainment or hospitality industries or which any of the Trade Secrets of Confidential or Proprietary information of Franchisor could be used to the disadvantage of Franchisor or other Franchisees or which offers materials or services substantially similar to those handled, sold, distributed, offered or processed by Franchisor or directing any client or candidate of the RESOURCEONE Franchised Business to any competitor, by direct or indirect inducement or otherwise and any services similar to those offered by RESOURCEONE.

10. OPERATION AND SYSTEM STANDARDS.

10.1 Confidential Operating Manuals. During the term of this Agreement, we will allow you access, in electronic or in another format we designate, to our manual(s) (the "Manuals"), consisting of such materials that we generally furnish to franchisees from time to time for use in operating a RESOURCEONE Franchise. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules ("System Standards") that we prescribe from time to time for the operation of a RESOURCEONE Franchise and information relating to your other obligations under this Agreement and related agreements. You agree to follow the System Standards and other standards, specifications and operating procedures we establish periodically for the System that are described in the Manuals. We also reserve the right to make the Manuals accessible to you on-line via computer systems or other electronic formats (like Internet, CD-ROMs, websites or e-mail). You also must comply with all updates and amendments to the System as described in newsletters or notices we distribute, including via computer systems e.g., internet, CD or other media we select. Any form of the Manuals we make accessible to you on-line will be deemed our Confidential Information. You agree to maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. The Manuals may be modified, updated and revised (in written or electronic format) by us from time to time to reflect changes in System Standards. You agree to keep your copy of the Manuals in a secure location at the RESOURCEONE Approved Office Site location. In the event of a dispute relating to its contents, the master copy of the Manuals we maintain at our principal office will be controlling. However, in the event we utilize on -line Manuals, the most recent on- line Manuals will control any disputes between the on-line version and printed copies of the Manuals. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals. If your copy of the Manuals is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then applicable charge which is currently $250 (unless we have made on-line Manuals accessible to you. If so, you may utilize the on-line Manuals instead of purchasing other printed Manuals.)

10.2 Compliance with System Standards. You acknowledge and agree that your operation and maintenance of the RESOURCEONE Franchise in accordance with System Standards is essential to preserve the goodwill of the Marks at all RESOURCEONE Franchises. Therefore, at all times during the term of this Agreement, you agree to operate and maintain the RESOURCEONE Franchise in accordance with each and every System Standard, as we periodically modify and supplement them during the term of this Agreement. System Standards may regulate any one or more of the following with respect to the RESOURCEONE Franchise:

a. types, models and brands of required equipment, signs, software, materials and supplies;

b. types, content, size, materials and standards for signage;

c. designated or approved suppliers of fixtures, equipment, signs, software, products, materials and supplies including for all approved distributors and/or distribution systems and approved trade accounts;

d. terms and conditions of the sale and delivery of, and terms and methods of payment for materials, supplies and services, including direct labor, that you obtain from us, unaffiliated suppliers or others;

e. sales, marketing, advertising and promotional programs and materials and media used insuch programs;

f. use and display of the Marks;

g. qualifications, training and appearance of all personnel;

h. days and hours of operation;

i. participation in market research and testing and service development programs and client and candidate satisfaction programs;

j. payment systems and check verification services;

k. bookkeeping, accounting, data processing and record keeping systems, including software, and forms; methods, formats, content and frequency of reports to us of sales, revenue, financial performance and condition; and furnishing tax returns and other operating and financial information to us;

l. types, amounts, terms and conditions of insurance coverage required to be carried for the RESOURCEONE Franchise and standards for underwriters of policies providing required insurance coverage; our protection and rights under such policies as an additional named insured; required or impermissible insurance contract provisions; assignment of policy rights to us; periodic verification of insurance coverage that must be furnished to us; our right to obtain insurance coverage for the RESOURCEONE Franchised Business at your expense if you fail to obtain required coverage; our right to defend claims; and similar matters relating to insured and uninsured claims;

m. complying with applicable laws; obtaining required licenses and permits; adhering to good business practices; observing high standards of honesty, integrity, fair dealing and ethical business conduct in all dealings with customers, suppliers and us; and notifying us if any action, suit or proceeding is commenced against you or the RESOURCEONE Franchised Business;

n. regulation of such other aspects of the operation and maintenance of the RESOURCEONE Franchised Business that we determine from time to time to be useful to preserve or enhance the efficient operation, image or goodwill of the Marks and RESOURCEONE Franchises;

o. your use of, or mandatory or recommended participation in any e-commerce, Intranet, Internet or website communities, systems or processes, website and compliance with any Internet, Intranet or e-commerce policies or procedures which we may establish from time to time; and

p. You agree to purchase only approved equipment, supplies and products required for the operation of your RESOURCEONE Franchised Business from approved suppliers or distributors as provided to you in writing from time to time or as set forth in the Confidential Operations Manual.

You agree that System Standards prescribed from time to time in the Manuals, or otherwise communicated to you in writing or other tangible form, constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement include all System Standards as periodically modified.

10.3 Modification of System Standards. You acknowledge that our System Standards must continue to evolve in order to reflect changing market conditions and to meet new and changing customer demands. Therefore, variations and additions to the System Standards may be required from time to time in order to preserve and enhance the public image of our System and to enhance the continuing operational efficiency of all franchisees. Accordingly, you agree that Franchisor may from time to time, upon notice, add to, subtract from or otherwise change the System and System Standards, including without limitation, the adoption and use of new or modified Marks, products, services, equipment and new techniques and methodologies relating to the sale, operation, promotion and marketing of services. Franchisee agrees to promptly accept, implement, use and display in the operation of the RESOURCEONE Franchised Business all such additions, modifications and changes at Franchisee’s sole cost and expense.

10.4 Hours of Operation. You agree to comply with all operating procedures relating to hours of operation and days you are required to conduct business to the public (subject to applicable law) as may be set by us or changed by us from time to time. You acknowledge and agree that all mandatory operating procedures prescribed from time to time by us in the Manuals or otherwise shall constitute binding obligations on your part, and any failure by you to adhere to such mandatory operating procedures shall constitute grounds for termination of this Agreement by us as provided for herein.

You further acknowledge that due to peculiarities of particular market areas and circumstances, complete and detailed uniformity may not be practical or in the best interests of all franchisees. We reserve the absolute right to vary hours of operation and/or days you are required to be open for business as they relate to a particular franchise or group of franchisees.

10.5 Accounting, Computers and Records. It is your responsibility to obtain accounting services and any required hardware or software related to them. You will at all times maintain the records reasonably specified in the Manuals, including, without limitation, sales, inventory and expense information. To the extent we require support for accounting software used by you, such support will only be provided with respect to the accounting software then used by us in the operation of our own (or our affiliates’ own) RESOURCEONE Franchised Business.

10.6 Computer System. You agree to use in developing and operating the RESOURCEONE Franchise the computer equipment and operating software (and related training and periodic software support) (the "Computer System") that we periodically specify. We may require you to obtain specified computer hardware or software and may modify specifications for and components of the Computer System from time to time. Our modifications and specifications for components of the Computer System may require you to incur cost to purchase, lease or license new or modified computer hardware or software and to obtain service and support for the Computer System during the term of this Agreement. You agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer System (any additions or modifications). Within 60 days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and require. We have the right to charge you for any computer usage costs that we incur as a result of your use of the Computer System. We may require your Computer System be capable of connecting with our Computer System so that we can review the results of your operations. We also have the right to charge you a reasonable systems fee for modifications of and enhancements made to any proprietary software that we license to you and other maintenance and support services that we or our affiliates may furnish to you related to the Computer System. You are responsible for all internet service providers (ISP) and other connectivity related fees and costs relating to your use of the Computer System. You agree to maintain an active e-mail address at all times and inform us of it.

You acknowledge and agree that if at any time we provide or require a particular vendor's software that it is provided or required by us **WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE MEET YOUR REQUIRMENTS OR THAT THE USE OF SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.** In no event will we be liable for damages, relating to the use of or inability to use any software even if we have been advised of the possibility of such damages, or any claim by any other party. The foregoing limitations of liability are intended to apply without regard to whether other provisions of this Agreement have been breached or proven ineffective.

10.7 Trade Accounts and Taxes. You agree to maintain your trade accounts in a current status and seek to resolve any disputes with trade suppliers promptly. You agree to timely pay all taxes incurred in connection with your RESOURCEONE Franchise operations. If you fail to maintain your trade accounts in a current status, timely pay such taxes or any other amounts owing to any third parties or perform any non-monetary obligations to third parties, we may, but are not required to, pay any and all such amounts and perform such obligations on your behalf. If we elect to do so, then you agree to reimburse us for such amounts. You agree to repay us immediately upon receipt of our invoice. We may also set-off the amount of any such reimbursement obligations against any amounts which we may owe you.

10.8 Proprietary Materials. You agree to purchase from us (if applicable) or approved manufacturers or suppliers all items used in operating the RESOURCEONE Franchise, some of which may bear the Marks. The items may include products like clothing, hats, tee shirts, etc.

10.9 Approved Products and Services. You agree not to sell any products and provide services or other items that we have not previously approved in writing. You will immediately implement changes to the products, services or other items requested by us.

10.10 Management. You or one of your managerial employees that has satisfactorily completed our training program must assume responsibility for the RESOURCEONE Franchised Business's day-to-day management and operation of the Franchised Business. You or an approved managerial employee must work a minimum of 40 hours per week (other than vacation periods). During all hours of operations, the RESOURCEONE Franchised Business must be under the direct supervision of you or an approved managerial employee who has satisfactorily completed our Initial Training Program. Each of your managerial employees must sign our Confidentiality Agreement attached to the Franchise Disclosure Document, or other agreements satisfactory to us.

10.11 Personnel. All employees must be trained and supervised in accordance with the specifications set forth in the Manuals. All personnel must meet every requirement imposed by applicable federal, state and local law as a condition to their employment.

10.12 Insurance. You must procure, at your expense, and maintain an insurance policy or policies protecting you, us and the respective officers, directors and employees against any loss, liability, personal injury, death or property damage or expense arising or occurring upon or connected to the Franchised Business as we may reasonably require for its own and your protection. We must be named as an additional insured in each policy or policies.

If you acquire an interest in the real property from which you will operate the Franchised Business, you must furnish us with a Certificate of Insurance showing compliance with its insurance requirements for approval. The certificate must state that the policy or policies will not be cancelled or materially altered without at least 30 days written notice to us. The certificate must reflect proof of payment of premiums. Maintenance of the insurance and your performance of the obligations under the insurance provisions of the Franchise Agreement will not relieve you of liability under the Franchise Agreement's indemnity provisions. We may modify the minimum insurance requirements and notify you of the changes in writing.

If required by the state where your business is located, you are required to obtain worker's compensation insurance in such amount as required by your state. Further, you must obtain and maintain employer's liability insurance with One Million Dollars ($1,000,000) combined single limit coverage, as well as such other insurance as may be required by statute or rule of the state in which the RESOURCEONE Franchise is located or operated.

Additionally, you must obtain and maintain comprehensive general liability insurance with limits of One Million Dollars ($1,000,000) combined single limit coverage including the following: broad form contractual liability and personal injury coverage (employee and contractual inclusion deleted) insuring us and you against all claims, suits, obligations, liabilities and damages, including attorneys' fees, for actual or alleged personal injuries or property damage relating to the franchised business, provided that the required amounts herein may be modified from time to time by us to reflect inflation or future experience with claims; automobile and commercial liability insurance on company vehicles, including owned, hired and non-owned vehicle coverage, with a combined single limit of at least Million Dollars ($1,000,000); and loss of income insurance (in an amount sufficient to cover the continuing license fee and other fees due under the Franchise Agreement, for a period of at least 12 months); rental value insurance (in an amount sufficient to cover the rents and other fees due the landlord and/or Merchants' Association under the lease, if any, during any period of business interruption or inability to operate the franchised business) or such greater amounts of insurance as required by the lease for the franchised business; additional insurance and types of coverage is required by the terms of any lease for the franchised business, including an umbrella policy with limits of One Million Dollars ($1,000,000) to Three Million Dollars ($3,000,000).

You must maintain all required policies in force during the entire term of the Franchise Agreement and any renewal terms. We may periodically increase or decrease the amounts of coverage required under these insurance policies and require different or additional kinds of insurance at any time, including excess liability insurance, to reflect inflation, identification of new risks, changed in law or standards of liability, higher damage awards, or other relevant changes in circumstances Each insurance policy must name us (and, if we request, our directors, employees or members) as additional insureds and must provide us with 30 days' advance written notice of any material modification, cancellation or expiration of the policy. We reserve the right to obtain from your insurance carrier(s) periodic reports of losses (such as monthly, quarterly and/or annually), and you must authorize your insurance carrier(s) to provide us with these reports.

You shall further carry additional insurance covering such additional risks or providing higher limits as we may reasonably request. We reserve the right to adjust the limits of indemnification (up or down) or to require you to procure and maintain other additional coverage prescribed from time to time by us and issued by insurance carriers rated AA or better by Alfred M. Best and Company, Inc. You shall submit to us annually a copy of the certificate of, or other evidence of, the renewal or extension of such insurance policy or policies. We reserve the right to reject any policy with exclusions or sub limits that are not satisfactory to us.

If you at any time fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence thereof, we at our option and in addition to its other rights and remedies hereunder, may, but shall not be required to, obtain such insurance coverage on behalf of you, and you shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to us, on demand, any costs and premiums incurred by us.

10.13 Adequate Reserves and Working Capital. You must at all times maintain adequate reserves and working capital sufficient for you to fulfill all your obligations under this Agreement and to cover the risks and contingencies of the Franchised Business for at least three months. These reserves may be in the form of cash deposits or lines of credit.

10.14 Variation of Terms. You acknowledge that because uniformity under many varying conditions may not be possible or practical, we reserve the right to materially vary our standards or franchise agreement terms for any RESOURCEONE Franchise, based on the timing of the grant of the franchise, the peculiarities of the particular protected territory or circumstances, business potential, population, existing business practices, other non-arbitrary distinctions or any other condition which we consider important to the successful operation of the RESOURCEONE Franchise. You will have no right to require us to disclose any variation or to grant the same or a similar variation to you.

10.15 Complaints and Replacements. In the event your clients or candidates contact(s) us to report a complaint about your RESOURCEONE Franchise, you agree that we have the absolute right to compensate your client in a manner we determine to be appropriate, and you agree to reimburse us for such compensation. Payment of such amount paid to the client is due upon demand by us. Franchise is responsible for all Franchisee's "fall off" or turnover of Placements made by Franchisee for a 90 day period from the date of hire and Franchisee will replace all Placements made (hires) within the 90 day period at no charge to Franchisee'sclient(s).

11. MARKETING AND PROMOTION.

11.1 Establishment of Marketing and Advertising Fund.

a. You agree to pay us a Marketing and Technology Fund ("Fund") fee of $225 each month which may be increased ten percent (10%) annually upon a fifteen (15) day written notice to you. We require you to pay the Fund fee by electronic funds transfer. You agree to comply with the procedures we specify in our Confidential Operating Manual and perform such acts and sign and deliver such documents as may be necessary to accomplish payment by this method. You will give us authorization in a form we designate to initiate debit entries or credit correction entries to your bank account for each month's Fund fee and any interest charges due.

b. We will direct all marketing and advertising programs, with sole control over the creative concepts, materials and media used in such programs, and the placement and allocation of Fund advertising. You acknowledge that the Fund is intended to further general public recognition and acceptance of the Proprietary Marks for the benefit of the RESOURCEONE System and also other benefits derived from a website we develop or utilize. You further acknowledge that we and our designees undertake no obligation in administering the Fund to make expenditures for you which are equivalent or proportionate to your contributions, to ensure that any particular franchisee benefits directly or pro rata from the placement of advertising or to ensure that any advertising impacts or penetrates your Territory. The Fund is not a trust and we are not a fiduciary with respect to the Fund.

c. The Fund may be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or local advertising, including (without limitation): television, radio, magazine, newspaper and worldwide web/internet advertising campaigns; other advertising, marketing and public relations materials; point-of-purchase materials; consumer research, interviews and related activities; the creation, maintenance and periodic modification of the RESOURCEONE website; reviewing any advertising material you propose to use (as provided below); search engine optimization; establishing a third party facility for customizing local advertising materials; the creative development of signage and posters; the development and creative activity associated with promotions and public relations events; accounting for RESOURCEONE Fund receipts and expenditures; attendance at industry related conventions, shows or seminars; other activities that we in our business judgment believe are appropriate to enhance, promote and/or protect the RESOURCEONE System or any component thereof; and, engaging advertising agencies to assist in any or all of the foregoing activities, including fees to have print, broadcast and/or internet advertising placed by an agency, and all other advertising agency and public relations fees.

d. We need not maintain the sums paid by franchisees to the Fund, or income earned from the Fund, in a separate account from our other funds, but we may not use these amounts under any circumstance for any purposes other than those provided for in this Agreement. We may, however, expend monies from the Fund for any reasonable administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the Fund and marketing and technology programs for franchisees including, without limitation, preparing marketing and advertising materials; working with advertising agencies, advertising placement services and creative talent; preparing an accounting of contributions to the Fund and the annual statement of Fund contributions and expenditures provided for below; and, otherwise devoting our personnel, resources and/or funds for the benefit of the Fund. Our right to expend monies from the Fund to reimburse us for such activities is exclusive of any advertising agency or public relations fees which the Fund must expend to secure the services of an advertising agency or public relations firm or to have print, broadcast or internet advertising placed by an agency.

e. Within 60 days following the close of our fiscal year, we will prepare (but not audit) a statement detailing Fund income and expenses for the calendar year just ended a copy of which statement will be sent to you upon written request.

f. We expect to expend most contributions of the Fund during the calendar year when the contributions are made. If we expend less than the total sum available in the Fund during any fiscal year, the excess amount will be carried forward to the following fiscal year to be used as provided for in subsection g. If we advance and expend an amount greater than the amount available in the Fund in any calendar year (in addition to any sum required to be expended because we did not expend all the sums in the Fund during the preceding year), we will be entitled to reimburse ourselves from the Fund during the following fiscal year for all such advanced sums, with interest payable on such advanced sums at the greater rate of 1.5% per month or the maximum commercial contract interest rate permitted by law (with interest accruing the first calendar day following the day on which we advance and expend any such sum).

g. We reserve the right to use any media, create any programs and allocate advertising funds to any regions or localities in any manner we consider appropriate in our business judgment. The allocation may include rebates to individual franchisees of some or all of their Fund contributions for local advertising expenditures if, in our judgment, our national or regional advertising program or campaign cannot effectively advertise or promote in certain regions or communities. If we determine that the total Fund contributions collected from all franchisees is insufficient to sustain a meaningful regional or national advertising campaign, we may rebate all or a portion of the Fund contributions to franchisees on a pro rata basis. Franchisees must expend any rebate on the types of local advertising and media that we determine. All rebate advertising expenditures must be documented to us in a monthly rebate advertising expenditure report form which we will furnish.

h. Although the Fund is intended to be a perpetual duration, we maintain the right to terminate the Fund, but will not do so until all of the monies in the Fund have been expended for advertising and promotional purposes.

i. The Fund will not be used for any activity whose sole purpose is the sale of franchises; provided, however, that the design and maintenance of our Web site (for which Fund monies may be used) may include information and solicitations for prospective franchisees and public relations and community involvement activities which may result in greater awareness of the RESOURCEONE brand and the franchise opportunity.

j. No RESOURCEONE Office which we or our affiliates own or operate will be required to participate in or contribute to the Marketing and Advertising Fund or other advertising programs provided for in this Paragraph 12.1 and sub-paragraphs thereof, unless it determines to participate in a regional or joint franchise advertisement setting forth the names, addresses and/or telephone numbers of individual RESOURCEONE Offices, including those owned and operated by us or our affiliates. If we or our affiliate decide to participate in any joint or regional advertising of this type, then we or our affiliate will contribute our or its proportionate share of the cost of the advertisement to the franchisee group sponsoring the advertisement.

k. We or our designee will direct all programs financed by the Fund, with sole control over the allocation and any Internet or Intranet websites, networks or communities it operates or participate in, or which requires your participation. You agree that the Fund may be used to pay the costs associated directly or indirectly with the operation, maintenance, hosting or development of website bearing our Marks; or establishing Internet, Intranet, website or other forms of e-commerce communities, networks, systems, methods, processes, databases or monitoring systems, which may include our establishing one or more Internet or Intranet websites for purposes of: linking this Agreement; our sharing or selling information to third parties; our establishing business to customer e-commerce; promoting the development and growth of franchises or soliciting franchisees; or your reporting of Continuing License Fees, Gross Revenues or other information as we designate from time to time. The Fund may be used for defraying administrative hosting, development maintenance costs and overhead incurred by us or our designees in connection with the Fund. The Fund may periodically furnish you with samples of advertising, marketing and promotional formats and materials at no cost. Multiple copies of such materials will be furnished to you at our direct cost of producing them, plus any related shipping, handling and storage charges.

11.2 Local Advertising. You are required to spend a minimum of $250 each month, which may be increased ten percent (10%) annually upon a fifteen (15) day written notice to you, for local advertising approved by us. You agree that all Local Advertising will comply with the standards set by us and as established in the Confidential Operating Manual. Local Advertising requirements may include, without limitation, placing a certain number and/or type(s) of media advertisements. You shall have the right, but not the obligation, to spend more than the Local Advertising requirement on local advertising. All advertising and promotional materials must be previously approved by us and you shall report all advertising expenditures to us upon our request, within ten (10) days. You agree that we shall have the right to require your local advertising be combined with one or more franchisees in an area designated by us, and we shall have the sole right to approve the media selection format.

11.3 Directory Listings. In addition to your obligation to participate in the marketing and Advertising Fund and conduct local advertising, at your expense, you agree to obtain telephone directory listing in the online white and yellow pages as approved by us. If other franchise owners operate RESOURCEONE Franchised Business in the market area serviced by the online directories, then you will participate in and pay your pro rata share (based on number of RESOURCEONE Franchised Businesses) of the cost of such listings and advertising.

11.4 Websites. You acknowledge and agree that any website constitutes "advertising" under this Agreement. Any website you develop or utilize must meet all other terms and conditions for advertising described in this Agreement. For this purpose, a "website" means an interactive electronic document, contained in a network of computers linked by communications software, that you operate or authorize others to operate that refers to your RESOURCEONE Franchised Business, The Marks, us, and/or the System. The term website also includes Internet, Intranet and World Wide Web home pages or e-mail address sites. You must not establish any website without our prior written approval of its form, continent and information presented due to our substantial interest in protecting the Marks, the System and the Confidential Information. We require you to participate in a centralized website operated by us, without any compensation to you. We may refuse to permit you to operate or establish any website. We reserve the right to establish one or more Internet, Intranet or other forms of e-commerce websites, networks or communities for purposes of: promoting the development, growth, sales and solicitation of franchises; or establishing or participating in, and requiring or authorizing your participation in, or in connection with: e-commerce; establishing purchasing, supply or referral programs, networks or communities in which you must participate; or monitoring your performance under this Agreement and other purpose we designate from time to time which we deem to promote the development and operation of the System. From time to time we will establish and notify you of our establishment of website policies and other forms of e- commerce policies, which will become part of our System Standards and be provided in the Operations Manual or other written communication by you. We own all right, title and interest in and to information compiled from, derived from or obtained by us via your or our use of websites or our establishment of an Intranet, Internet or other forms of e-commerce networks or communities. Furthermore, you agree to the following:

a. You agree that we may establish electronic links from our website to your website (if we agree in writing that you may have your own website), and that other franchisees may establish electronic links to your website from their websites; without any compensation to you. We may prohibit you from linking any website to your website for any reason without compensation to you.

b. You must not use any mark as part of any URL domain name, Internet or e-mail address, or any other identification of you in any electronic medium or with any prefix, suffix or other modifying words, terms, designs, or symbols, or in any modified form, without our written consent.

c. If this Agreement expires or terminates for any reason, you must immediately stop using any website that utilizes any of the Marks or the System, or that are linked to any of our websites or the website of any of our franchisees. You must also then remove and change any website, domain names, Internet or Intranet addresses, e-mail addresses or other identification that utilize any of the Marks.

d. You agree to establish, maintain and notify us of your active e-mail address, and notify us of any change in your e-mail address within 3 business days of the change.

e. You agree that we have the right (but no obligation) to develop an Intranet which we and our franchisees can communicate by e-mail or similar electronic means. If we develop an Intranet, you agree to use the facilities of the Intranet in strict compliance with the standards, protocols and restrictions that we include in the Manuals (including, without limitation, standards, protocols, and restrictions relating to encryption of confidential information and prohibitions against the transmission of libelous, derogatory or defamatory statements). We have the absolute right to charge a fee for Intranet usage, which fee shall be paid in accordance with our invoice or pursuant to Paragraph 5.3, through Electronic Funds Transfer.

11.5 Grand Opening Advertising. You agree to spend not less than one thousand dollars ($1,000) on a grand opening advertising campaign to promote the opening of your RESOURCEONE Franchise as directed by us. This amount must be spent in the sixty (60) day period comprising thirty (30) days before and thirty (30) days after your business commences. Your grand opening advertising campaign must be approved by us before you may begin it.

12. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

12.1 Accounting System. You agree to establish and maintain at your own expense a bookkeeping and recordkeeping system conforming to the requirements and formats we prescribe from time to time. You agree to use the "QuickBooks" software we designate (developed by Intuit) for your accounting system. We may require you to use approved computer hardware, software and websites in order to maintain certain sales data and other information we designate from time to time. This may include the updating of Manuals and for communication purposes. You agree that we may have access to such sales data and other information through the computer system at all times.

12.2 Reports. You agree to furnish to us on such forms that we prescribe from time to time:

a. following the Agreement Date, and semi-monthly thereafter; a report of your progress in the development and opening of your Approved Office Site location;

b. at our request, within 5 days after their filing, copies of all sales tax returns, for the RESOURCEONE Franchised Business and copies of the canceled checks for the required sales taxes;

c. on the 3rd and 18th of each month, a report on the RESOURCEONE Franchised Business's Gross Revenue during the immediately preceding period as specified in paragraph 5.4 and 5.5 of the Franchise Agreement.

d. within 15 days after the end of each calendar quarter, a profit and loss statement for the RESOURCEONE Franchise for the immediately preceding calendar month and year-to-date and a balance sheet as of the end of such month;

e. within 15 days after the end of the RESOURCEONE Franchise's fiscal year, annual profit and loss and source and use of funds statements and a balance sheet for the RESOURCEONE Franchised Business as of the end of such fiscal year; and

f. within 10 days after our request, exact copies of federal and state income and other tax returns and such other forms, records, books and other information we may periodically require.

g. we may require that any of the reports described in this Section 12.2 or any information you are required to provide us under this Agreement or our System Standards be provided to us in electronic format via a secure website (internet or Intranet) at times and in the manner we designate, from time to time.

12.3 Access to Information. You agree to verify and sign each report and financial statement in the manner we prescribe. We have the right to disclose data derived from such reports without identifying you or the location of the RESOURCEONE Franchise. We also have the right to require you to have reviewed or audited financial statements prepared on a calendar year (12 month) basis if we reasonably believe that the reports are incorrect. Moreover, we have the right as often as we deem appropriate (including on a daily basis) to access, electronically or otherwise, all software and other computer systems that you are required to maintain in connection with the operation of the RESOURCEONE Franchised Business and to retrieve electronically or otherwise, all information relating to your operations.

12.4 Copies of Reports. You agree to furnish us with a copy of all sales, income and other tax returns relating to your RESOURCEONE Franchised Business, at our request. You will also send us copies of any sales or other reports sent to any governmental agency, at our request.

13. INSPECTIONS AND AUDITS.

13.1 Our Right to Inspect the RESOURCEONE Franchised Business. To determine whether you are complying with this Agreement and all System Standards, we and our designated agents have the right at any time during your regular business hours without prior notice, to:

a. inspect the RESOURCEONE Franchised Business;

b. observe, photograph and videotape the operations of your RESOURCEONE Franchise for such consecutive or intermittent periods as we deem necessary;

c. remove samples of any, materials or supplies for testing;

d. interview personnel and clients and candidates; and

e. inspect and copy any books, records and documents relating to your operation.

You agree to cooperate with us fully in connection with any such inspections, observations, photographing, videotaping, product removal, interviews and electronic (Internet or Intranet) record access. You agree to present to your customers such evaluation forms that we periodically prescribe and to participate and/or request your customers to participate in any surveys performed by us or on our behalf. You agree to correct or repair any unsatisfactory conditions we specify within 5 days.

13.2 Our Right to Audit. We have the right at any time during your business hours to inspect and audit, or cause to be inspected and audited, your business, bookkeeping and accounting records, purchasing records, advertising and marketing records and expenditures, sales and income tax records and returns and other records. You agree to cooperate fully with our representatives and independent accountants we hire to conduct any such inspection or audit. If our inspection or audit is made necessary by your failure to furnish reports, supporting records or other information we require, or to furnish such items on a timely basis, or if the information is not accurate (i.e., your Gross Revenue is understated by 2% or more), you agree to reimburse us for the cost of such inspection or audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses, room and board and compensation of our employees. You also must pay us any shortfall in the amounts you owe us, including late fees and interest, within 10 days of our notice. The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law, which may include termination of this Agreement.

14. TRANSFER.

14.1 By Us. This Agreement is fully transferable by us, and inures to the benefit of any transferee or other legal successor to our interests, as long as such transferee or successor agrees to be bound by, and assumes all of our continuing obligations under, this Agreement.

14.2 By You. You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a Business Entity, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of you (or your owners') individual or collective character, skill, aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in it) nor any ownership or other interest in you or the RESOURCEONE Franchised Business may be transferred without our prior written approval. Any transfer without such approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "transfer" includes you (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) you; (b) this Agreement; or (c) the RESOURCEONE Franchised Business.

An assignment, sale, gift or other disposition includes the following events:

i. transfer of ownership of capital stock or a partnership interest;

ii. merger or consolidation or issuance of additional securities or interest representing an ownership interest in you:

iii. any issuance or sale of your stock or any security convertible to your stock;

iv. transfer of an interest in you, this Agreement or the RESOURCEONE Franchised Business in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;

v. transfer of an interest in you, this Agreement or the RESOURCEONE Franchised Business, in the event of your death or the death of one of your owners, by will, declaration of or transfer in trust or under the laws of intestate succession; or

vi. pledge of this Agreement (to someone other than us) or of an ownership interest in you as security, foreclosure upon the RESOURCEONE Franchised Business or your transfer, surrender or loss of possession, control or management of the RESOURCEONE Franchised Business.

14.3 Conditions for Approval of Transfer. If you (and your owners) are in full compliance with this Agreement, then subject to the other provisions of this Section 14, we will not unreasonably withhold approval of a transfer that meets all the applicable requirements of this Section. The proposed transferee and its direct and indirect owners must be individuals of good character and otherwise meet our then applicable standards for RESOURCEONE franchisees. A transfer of ownership, possession or control of the RESOURCEONE Franchised Business may only be made if the transferee enters into a new Franchise Agreement. If the transfer is of your RESOURCEONE Franchised Business or a controlling interest in you, or is one of a series of transfers which in the aggregate constitutes the transfer of your franchise or RESOURCEONE Franchised Business (s) or a controlling interest in you, all of the following conditions must be met prior to or concurrently with the effective date of any transfer:

a. the transferee has sufficient business experience, aptitude and financial resources to operate the RESOURCEONE Franchise and has been approved as a franchisee;

b. you have paid all Continuing License Fees, Marketing and Advertising Fund fees, amounts owed for purchases from us and all other amounts owed to us or to third-party creditors and have submitted all required reports and statements;

c. the transferee (or its Operating Partner) and its managerial employee (if different from your manager) have completed our training program;

d. the transferee has agreed to enter into a new Franchise Agreement;

e. you or the transferee pays us a transfer fee of $5,000 (the "Transfer Fee"), which includes Certification Training for one individual designated by the Transferee. We will also provide training to additional individuals designated by the transferee at a fee not to exceed $3,000 per person trained by us. You must pay all travel and living expenses for you, other trainees and your employees to attend the training. This subsection will not apply if the proposed transfer is among your owners, but the transferee is required to reimburse us for any administrative costs we incur in connection with the transfer;

f. the transferee agrees to pay the costs required to bring the RESOURCEONE Franchised Business into compliance with the then current System Standards;

g. you (and your transferring owners) have executed a general release, in the form attached to the Franchise Disclosure Document, of any and all claims against us and our shareholders, officers, directors, employees and agents;

h. we have approved the material terms and conditions of such transfer and determined that the price and terms of payment will not adversely affect the transferee's operation of the RESOURCEONE Franchised Business;

i. if you or your owners finance any part of the sale price of the transferred interest, you and/or your owners have agreed that all of the transferee's obligations pursuant to any promissory notes, agreements or security interests that you or your owners have reserved in the RESOURCEONE Franchise are subordinate to the transferee's obligation to pay Continuing License Fees, Marketing and Advertising Fund fees and other amounts due to us and otherwise to comply with this Agreement;

j. you and your transferring owners have executed a non-competition covenant in favor of us and the transferee agreeing to be bound, commencing on the effective date of the transfer, by the post- term competitive restrictions otherwise contained in this Agreement; and

k. you and your transferring owners have agreed that you and they will not directly or indirectly at any time or in any manner (except with respect to other RESOURCEONE Franchises) identify yourself or themselves or any business as a current or former RESOURCEONE Business, or as one of our licensees or franchisees, nor use any Mark, any colorable imitation of a Mark, or other indicia of a RESOURCEONE Business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that suggests or indicates a connection or association with us.

14.4 Transfer to a Business Entity. Notwithstanding the foregoing, if you are in full compliance with this Agreement, we may permit you to transfer this Agreement to a Business Entity that conducts no business other than the RESOURCEONE Franchise and, if applicable, other RESOURCEONE Franchised Businesses so long as you own, control and have the right to vote all issued and outstanding ownership interests (like stock or partnership interests) and you guarantee its performance under this Agreement. All other owners are subject to our approval. The organizational or governing documents of the Business Entity must recite that the issuance and transfer of any ownership interests in the Business Entity are restricted by the terms of this Agreement, are subject to our approval, and all certificates or other documents representing ownership interest in the Business Entity must bear a legend referring to the restrictions of this Agreement. As a condition of our approval of the issuance or transfer of ownership interests to any person other than you, we may require (in addition to the other requirements we have the right to impose) that the proposed owner execute an agreement, in a form provided or approved by us, agreeing to be bound jointly and severally by, to comply with, and to guarantee the performance of all your obligations under this Agreement.

14.5 Transfer Upon Death or Disability. Upon your death or disability or, if you are a Business Entity, the death or disability of the owner of a controlling interest in you, you or such owner's executor, administrator, conservator, guardian or other personal representative must transfer your interest in this Agreement or such owner's interest in you to a third party. Such disposition of this Agreement or the interest in you (including, without limitation, transfer by bequest or inheritance) must be completed within a reasonable time, not to exceed 6 months from the date of death or disability, and will be subject to all of the terms and conditions applicable to transfers contained in this Section. A failure to transfer your interest in this Agreement or the ownership interest in you within this period of time constitutes a breach of this Agreement. For purposes of this Agreement, the term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in you from managing and operating the RESOURCEONE Franchise.

14.6 Operation Upon Death or Disability. If, upon your death or disability or the death or disability of the owner of a controlling interest in you, the RESOURCEONE Franchise is not being managed by a trained manager, you or such owner's executor, administrator, conservator, guardian or other personal representative must within a reasonable time, not to exceed 15 days from the date of death or disability, appoint a manger to operate the RESOURCEONE Franchise. Such manager will be required to complete training at your expense. Pending the appointment of a manager as provided above or if, in our judgment, the RESOURCEONE Franchise is not being managed properly any time after your death or disability or after the death or disability of the owner of a controlling interest in you, we have the right, but not the obligation, to appoint a manger for the RESOURCEONE Franchise. All funds from the operation of the RESOURCEONE Franchise during the management by our appointed manager will be kept in a separate account, and all expenses of the RESOURCEONE Franchise, including compensation, other costs and travel and living expenses of our manager, will be charged to this account. We also have the right to charge a reasonable management fee (in addition to the Continuing License Fees and Marketing and Advertising Fund contributions payable under this Agreement) during the period that our appointed manager manages the RESOURCEONE Franchise. Operation of the RESOURCEONE Franchise during any such period will be on your behalf, provided that we only have a duty to utilize our best efforts and will not be liable to you or your owners for any debts, losses or obligations incurred by the RESOURCEONE Franchise or to any of your creditors for any products, materials, supplies or services the RESOURCEONE Franchise purchases during any period it is managed by our appointed manager.

14.7 Effect of Consent to Transfer. Our consent to a transfer of your RESOURCEONE Franchise or any interest in you does not constitute a representation as to the fairness of the terms of any contract between you and the transferee, a guarantee of the prospects of success of the RESOURCEONE Franchised Business(s) or transferee or a waiver of any claims we may have against you (or your owners).

14.8 Our Right of First Refusal. If you (or any of your owners) at any time determine to sell, assign, or transfer for consideration an interest in your RESOURCEONE Franchised Business(s) or an ownership interest in you, you (or such owner) agree to obtain a bona fide, executed written offer and earnest money deposit (in the amount of 5% or more of the offering price) from a responsible and fully disclosed offeror (including lists of the owners of record and all beneficial owners of any corporate or limited liability company offeror and all general and limited partners of any partnership offeror) and immediately submit to us a true and complete copy of such offer, which includes details of the payment terms of the proposed sale and the sources and terms of any financing of the proposed purchase price. To be a valid, bona fide offer, the proposed purchase price must be denominated in a dollar amount. The offer must apply only to an interest in the RESOURCEONE Franchised Business and may not include an offer to purchase any of your (or your owners') other property or rights. However, if the offeror proposes to buy any other property or rights from you (or your owners) under a separate, contemporaneous offer, such separate, contemporaneous offer must be disclosed to us, and the price and terms of purchase offered to you (or your owners) for the interest in you or the RESOURCEONE Franchised Business must reflect the bona fide price offered and reflect any value for any other property or rights.

We have the right, exercisable by written notice delivered to you or your selling owner(s) within 30 days from the date of the delivery to us of both an exact copy of such offer and all other information we request, to purchase such interest for the price and on the terms and conditions contained in such offer, provided that:

a. we may substitute cash for any form of payment proposed in such offer (with a discounted amount if an interest rate will be charged on any deferred payments);

b. our credit will be deemed equal to the credit of any proposed purchaser;

c. we will have not less than 60 days after giving notice of our election to purchase to prepare for closing; and

d. we are entitled to receive, and you and your owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the capital stock of an incorporated business, as applicable, including, without limitation, representations and warranties as to:

(i) ownership and condition of and title to stock or other forms of ownership interest and/or assets;

(ii) liens and encumbrances relating to the stock or other ownership interest and/or assets; and

(iii) validity of contracts and the liabilities, contingent or otherwise, of the corporation or entity whose stock or ownership interest, is being purchased.

If we exercise our right of first refusal, you and your selling owner(s) agree that, for a period of 2 years commencing on the date of the closing, you and they will be bound by the post-term competitive restrictions otherwise described in this Agreement.

If we do not exercise our right of first refusal, you or your owners may complete the sale to such purchaser pursuant to and on the exact terms of such offer, subject to our approval of the transfer as otherwise provided in this Agreement, provided that, if the sale to such purchaser is not completed within 120 days after delivery of such offer to us, or if there is a material change in the terms of the sale (which you agree promptly to communicate to us), we will have an additional right of first refusal during the 30- day period following either the expiration of such 120-day period or notice to us of the material change(s) in the terms of the sale, either on the terms originally offered or the modified terms at our option.

15. TERMINATION OF AGREEMENT.

15.1. By Us. We have the absolute right to terminate this Agreement, effective upon delivery of written notice of termination to you, if we determine to cease all franchise operations or if:

a. you (or any of your owners) have made any material misrepresentation or omission in connection with your purchase of the Franchise; or

b. you or, if applicable, the required Operating manager fail to successfully complete Initial Training to our satisfaction or you have not fulfilled all of the conditions for management of the RESOURCEONE Franchise; or

c. you (i) fail to obtain our approval of the Office Location within the required time periods or (ii) if your office is not located in your residence, you fail to obtain our approval of the Lease for the Office or to provide a Conditional Assignment and Assumption of Lease clearly signed by the Landlord or fail to open the RESOURCEONE Franchised Business within 90 days of the Agreement Date; or

d. you abandon or fail to actively operate the RESOURCEONE Franchised Business for 2 or more consecutive business days, unless the RESOURCEONE Franchised Business has been closed for a purpose we have approved or because of casualty or government order; or

e. you surrender or transfer control of the operation of the RESOURCEONE Franchise without our prior written consent; or

f. you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest, or guilty, to, a felony or other serious crime or offense that is likely to adversely affect your reputation, our reputation or the reputation of any other RESOURCEONE franchisee; or

g. you (or any of your owners) engage in any dishonest or unethical conduct which may adversely affect the reputation of the RESOURCEONE Franchise or another RESOURCEONE Franchised Business or the goodwill associated with the Marks; or

h. you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you or the RESOURCEONE Franchised Business; or

i. in the event of your death or disability or the death or disability of the owner of a controlling interest in you, this Agreement or such owner's interest in you is not assigned as required under this Agreement; or

j. you lose the right to possession of the Site; or

k. you (or any of your owners) make any unauthorized use or disclosure of any Confidential Information or use, duplicate or disclose any portion of the Manuals in violation of this Agreement; or

l. you violate any health or safety law, ordinance or regulation and do not begin to cure the noncompliance or violation immediately, and correct such noncompliance or violation within 5 days, after written notice is delivered to you; or

m. i)You fail to make payments of any amounts due to us or our affiliates under this Agreement or any other agreement that you have with us, and do not correct such failure within 10 days after written notice of such failure is delivered to you; or

ii) You fail to meet the minimum Gross Revenue levels as specified in this Agreement and/or pay the minimum Continuing License Fee required to be paid; or

n. you fail to make payments of any amounts due to approved suppliers of products or services and do not correct such failure within 10 days after written notice of such failure is delivered to you by such supplier; or

o. you fail to pay when due any federal or state income, service, sales or other taxes due on the operations of the RESOURCEONE Franchise, unless you are in good faith contesting your liability for such taxes; or

p. you (or any of your owners) fail to comply with any other provision of this Agreement or any System Standard and do not correct such failure within 30 days after written notice of such failure to comply is delivered to you; or

q. you (or any of your owners) fail on 2 or more separate occasions within any period of 12 consecutive months or on 3 occasions during the term of this Agreement to submit when due reports or other data, information or supporting records, to pay when due any amounts due to us or otherwise to comply with this Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you; or

r. you make an assignment for the benefit of creditors or admit in writing your insolvency or inability to pay your debts generally as they become due; you consent to the appointment of a receiver, trustee or liquidator of all or the substantial part of your property; the RESOURCEONE Office is attached, seized, subjected to a writ or distress warrant or levied upon, unless such attachment, seizure, writ, warrant or levy is vacated within 30 days; or any order appointing a receiver, trustee or liquidator of you or the RESOURCEONE Franchised Business is not vacated within 30 days following the entry of such order. You are required to notify us in writing within 10 days of any of the above events; or

s. you misuse or make an unauthorized use of the Marks or materially impair the goodwill associated with the Marks.

Notwithstanding the provisions described in Paragraph 15.1 and sub -paragraphs “a-s”, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over the Franchise and the parties to this Franchise Agreement shall limit our rights of termination or shall require a longer notice period than set forth above, this Franchise Agreement is deemed amended to conform to such rules and regulations.

15.2. Your Failure to Pay Constitutes Your Termination of This Agreement. Your failure to timely cure any breach of your obligation to make payments of Continuing License Fees, Marketing and Advertising Fund fees or any other monies due and owing to us under this Agreement, or to timely cure any other material breach of this Agreement committed by you, in either instance following our notice to you that you have committed a breach of this Agreement and granting you an opportunity to cure said breach, will be irrevocably deemed to constitute your unilateral rejection and termination of this Agreement and all related agreements between you and us or our affiliates, notwithstanding that a formal notice of such termination(s) ultimately issues from us, and you shall never contend or complain otherwise.

15.3. Cross-Default. Any default or breach by you, an affiliate which has been approved by us, and/or any guarantor of yours of any other agreement between us and you and/or such other parties will be deemed a default under this Agreement, and any default or breach of this Agreement by you and/or such other parties will be deemed a default or breach under any and all such other agreements between us and you, your affiliates and/or any guarantor of yours. If the nature of the default under any other agreement would have permitted us (or our affiliate) to terminate this Agreement if the default had occurred under this Agreement, then we will have the right to terminate all such other agreements in the same manner provided for in this Agreement for termination hereof. Your “affiliates” means any persons or entities controlling, controlled by or under common control with you.

15.4 Options Prior to Termination. Prior to the termination of this Agreement, if you fail to pay any amounts owed to us or our affiliates, or fail to comply with any term of this Agreement, then in addition to any right we may have to terminate this Agreement or to bring a claim for damages, we will have the option to:

(a) remove the listing of the Franchised Business from all advertising we may publish or approve;

(b) remove the listing of the Franchised Business from our Website;

(c) prohibit you from attending any meetings or seminars we hold or sponsor or that take place on our premises; and/or

(d) suspend all services we provide to you under this Agreement or otherwise, including, but not limited to inspections, training, marketing assistance, and sale of products and supplies.

Our actions, as outlined in this Paragraph 15.4, may continue until you have brought your accounts current, cured any default, and complied with our requirements, and we have acknowledged the same in writing. You acknowledge that our taking of any of these actions would not prevent you from continuing to operate the Franchised Business (unless and until this Agreement has been terminated), and therefore would not constitute constructive termination of this Agreement. The taking of any of the actions permitted in this paragraph will not suspend or release you from any obligation that would otherwise be owed to us or our affiliates under the terms of this Agreement or otherwise.

16. RIGHTS AND OBLIGATIONS UPON TERMINATION.

16.1. Payment of Amounts Owed To Us. You agree to pay us within 15 days after the effective date of termination or expiration of this Agreement, or on such later date that the amounts due to us are determined, such License Fees, Marketing and Advertising Fund fees, amounts owed for purchases from us, interest due on any of the foregoing and all other amounts owed to us which are then unpaid.

16.2. Marks and De-Identification. Upon the termination or expiration of this Agreement:

a. You may not directly or indirectly at any time or in any manner (except with respect to other RESOURCEONE Franchises you own and operate) identify yourself or any business as a current or former RESOURCEONE Business, or as one of our licensees or franchisees, use any Mark, any colorable imitation of a Mark or other indicia of a RESOURCEONE Business in any manner or for any purpose or utilize for any purpose any trade name, trade or service mark or other commercial symbol that indicates or suggest a connection or association with us. Within thirty (30) days of termination or expiration you are to deliver to us, at your own expense, all signs, sign-faces, marketing materials, forms and other materials containing any mark or otherwise identifying or relating to a RESOURCEONE Business. In our sole judgment, we may waive this requirement in writing provided that you provide a sworn Certificate of Destruction/De-identification detailing your compliance with these terms;

b. you agree to take such action as may be required to cancel all fictitious or assumed name or equivalent registrations or licenses relating to your use of any Mark;

c. if we do not have or do not exercise an option to purchase the RESOURCEONE Franchised Business, you agree to deliver to us within 30 days after, as applicable, the effective date of expiration/termination of this Agreement or the Notification Date, all signs, sign-faces, marketing materials, forms and other materials containing any Mark or otherwise identifying or relating to a RESOURCEONE Business and allow us, without liability to you or third parties, to remove all such items from the RESOURCEONE Business;

d. if we do not have or do not exercise an option to purchase the RESOURCEONE Franchised Business, you agree that, after, as applicable, the effective date of expiration/terminations of this Agreement or the Notification Date, you will promptly and at your own expense make such alterations we specify to distinguish the business clearly from its former appearance and from other RESOURCEONE Franchised Business so as to prevent confusion by the public, including, without limitation, removing all exterior and interior signage bearing the RESOURCEONE's name or logo; removing all items bearing the RESOURCEONE name or logo; removing ceasing to use all our private labeled items;

e. if we do not have or do not exercise an option to purchase the RESOURCEONE Franchised Business, you must return to us all proprietary manuals including the Confidential Operations Manual. These items are to be returned to us via ground delivery service, shipped no later than the day of closing, and a copy of the bill of lading/shipping order provided to us;

f. if we do not have or do not exercise an option to purchase the RESOURCEONE Franchised Business, you agree that, after, as applicable, the effective date of expiration/termination of this Agreement or the Notification Date, you will notify the telephone company and all telephone, telecopy or other numbers and any regular, classified or other telephone directory listings to us or at our direction and/or instruct the telephone company to forward all calls made to your telephone numbers to numbers we specify. You further appoint an officer of Franchisor as your attorney in fact, to direct the telephone company and any listing agencies to transfer any telephone numbers and listing to us should you fail to voluntarily do so, and the telephone company and all listing agencies shall accept such direction of this Agreement as conclusive of the exclusive rights of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer; and

g. you agree to furnish us, within 30 days after, as applicable, the effective date of expiration or termination of this Agreement or the Notification Date, with evidence satisfactory to us of your compliance with the foregoing obligations.

16.3. Confidential Information. You agree that, upon termination or expiration of this Agreement, you will immediately cease to use any of our Confidential Information in any business or otherwise and return to us all copies of the Manuals and any other confidential materials that we have loaned to you.

16.4. Competitive Restrictions. Upon termination or expiration of this Agreement for any reason whatsoever (and you have not acquired a Successor Franchise), you agree that, for a period of 2 years commencing on the Effective Date of termination or expiration neither you nor any of your owners will have any direct or indirect interest (including through a spouse, child or other family member) as a disclosed or beneficial owner, investor, partner, director, officer, employee, consultant, member, manager, representative or agent or in any other capacity in any Competitive Business operating:

a. at the Office Location or within the Territory; or

b. within 50 miles of the Office Location or Territory; or

c. within 15 miles of any other RESOURCEONE franchisee's Territory as of the effective date of the termination or expiration.

If any person restricted by this Section refuses voluntarily to comply with the foregoing obligations, the 2 -year period will commence with the entry of an order of an arbitrator, or court if necessary, enforcing this provision. You expressly acknowledge that you possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, enforcement of the covenants made in this Section will not deprive you or your owners of your or their personal goodwill or ability to earn a living.

All persons with an ownership or voting interest in you if you are a Business Entity franchisee, all individual franchisees if you are not a Business Entity and any person employed by or under an independent contractor relationship with you whom receives or will receive any training by us or you which is directly or indirectly related to the System or involves any of the Confidential Information must execute the Confidentiality, Non-solicitation and Non-competition Agreement attached to the Franchise Disclosure Document no later than ten days following the effective date of this Agreement (or, if any individual or entity attains such status after the effective date of this Agreement, within ten days following such individual or entity's attaining such status).

16.5. Our Right To Purchase.

a. Exercise of Option. Upon our termination of this Agreement in accordance with its terms and conditions, we have the option, exercisable by giving written notice to you within 60 days from the date of such termination, to purchase the RESOURCEONE Business from you, including the leasehold right (if applicable) to the Office Location. (The date on which we notify you whether or not we are exercising our option is referred to in this Agreement as the "Notification Date"). We have the unrestricted right to assign this option to purchase the RESOURCEONE Business. We will be entitled to all customary warranties and representations in connection with our asset purchase, including, without limitation, representations and warranties as to ownership and condition of and title to assets; liens and encumbrances on assets; validity of contracts and agreements; and liabilities affecting the assets, contingent or otherwise.

b. Leasehold Rights. You agree at our election:

(i) If your office is not located in your residence, to assign your leasehold interest (if applicable) for the Office Location to us; or

(ii) to enter into a sublease with us or our assignee, for the remainder of the lease term on the same terms (Including renewal options) as the prime lease; or

(iii) to lease to us if you own the Office Location in accordance with the Agreement to Lease.

c. Purchase Price. The purchase price for the RESOURCEONE Business will be its fair market value, determined in a manner consistent with reasonable depreciation of the equipment, signs, inventory, materials and supplies provided that the RESOURCEONE Business will be valued as an independent business and its value will not include any value for:

(i) the Franchise or any rights granted by the Agreement;

(ii) the Marks; or

(iii) participation in the network of RESOURCEONE Franchised Business.

The fair market value will include the goodwill you developed in the Territory of the RESOURCEONE Business that exists independent of the goodwill of the Marks and the System. The length of the remaining term of the lease for the Site will also be considered in determining the fair market value.

We may exclude from the assets purchased cash or its equivalent and any equipment, signs, inventory, materials and supplies that are not reasonably necessary (in function or quality) to the RESOURCEONE Business operation or that we have not approved as meeting our standards, and the purchase price will reflect such exclusions.

The purchase price will be paid at the closing of the purchase, which will take place not later than 90 days after determination of the purchase price. We have the right to set off against the purchase price, and thereby reduce the purchase price by, any and all amounts you or your owners owe to us. At the closing, you agree to deliver instruments transferring to us the following:

(i) good and merchantable title to the assets purchased, free and clear of all liens and encumbrances (other than liens and security interest acceptable to us), with all sales and other transfer taxes paid by you;

(ii) Client list, all licenses and permits of the RESOURCEONE Business which may be assigned or transferred; and

(iii) the leasehold interest and improvements in the Office Location.

If you cannot deliver clear title to all of the purchased assets, or if there are other unresolved issues, the closing of the sale will be accomplished through an escrow. You and your owners further agree to execute general releases, in the form attached to the Franchise Disclosure Document, of any and all claims against us and our shareholders, officers, directors, employees, agents, successors and assigns.

17. RELATIONSHIP OF THE PARTIES/INDEMNFICATION.

17.1. Independent Contractors. You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that we and you are and will be independent contractors and that nothing in this Agreement is intended to make either you or us a general or special agent, joint venturer, partner or employee of the other for any purpose. You agree to conspicuously identify yourself in all dealings with customers, suppliers, public officials, office personnel and others as the owner of the RESOURCEONE Business under a franchise we have granted and to place such notices of independent ownership on such forms, business cards, stationery and advertising and other materials as we may require from time to time. If you do not do so, we may place the notices and accomplish the foregoing as we see fit, and you must reimburse us for doing so.

17.2. No Liability for Acts of Other Party. You agree not to employ any of the Marks in signing any contract or applying for any license or permit, or in a manner that may result in our liability for any of your indebtedness or obligations, and that you will not use the Marks in any way we have not expressly authorized. Neither we nor you will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name or on behalf of the other, represent that our respective relationship is other than franchisor and franchisee or be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized in writing. We will not be obligated for any damages to any person or property directly or indirectly arising out of the RESOURCEONE Franchised Business operation or the business you conduct pursuant to this Agreement.

17.3. Taxes. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, payroll, property or other taxes, whether levied upon you or the RESOURCEONE Franchise, in connection with the business you conduct (except any taxes we are required by law to collect from you with respect to purchases from us). Payment of all such taxes is your responsibility.

17.4. Indemnification. You agree to indemnify, defend and hold us, our affiliate and our respective shareholders, members, directors, officers, employees, agents, successors and assignees (the "Indemnified Parties") harmless from and to reimburse any one or more of the Indemnified Parties for all claims, obligations and damages described in this Section, any and all taxes arising from the operation of your RESOURCEONE Franchise, and any and all claims and liabilities directly or indirectly arising out of the RESOURCEONE Franchised Business's operation (even if our negligence is alleged, but not proven); any element of your development, opening and operation of your RESOURCEONE Franchise, including (without limitation) any personal injury, death or property damage suffered by any customer, employee or guest of the customer; crimes committed or vehicles used by Franchisee or any personnel of Franchisee; all acts, errors, neglects or omissions engaged in by you, your contractors or subcontractors, as well as any third party and/or the owners, officers, directors, management, employees, agent, servants, contractors, partners, proprietors, affiliates or representatives of you or the RESOURCEONE Franchised Business (or any third party acting on your behalf or at your direction), whether in connection with the RESOURCEONE Franchised Business or otherwise; all liabilities arising from or related to your offer, sale and/or delivery of products and/or services as contemplated by this Agreement; and, any action by any customer of yours or visitor of the customer of yours; or your breach of this Agreement.

For purposes of this indemnification, "claims" includes all obligations, damages (actual, consequential or otherwise) and costs reasonably incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountant's, arbitrator's, attorney's and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration or alternative dispute resolution and travel and living expenses. We have the right to defend any such claim against us. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

18. ENFORCEMENT.

18.1. Severability and Substitution of Valid Provisions. Except as expressly provided to the contrary herein, each section, paragraph, term and provision of this Agreement, and any portion thereof, shall be considered severable and if, for any reason, any such portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, un- appealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon , such other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and binding upon the parties hereto, although any portion held to be invalid shall be deemed not to be part of this Agreement from the date the time for appeal expires, if you are a party thereto, or upon your receipt of a notice of non-enforcement thereof from us. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or refusal to allow you a Successor Franchise to this Agreement than is required hereunder, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operation procedure prescribed by us is invalid or unenforceable, the prior notice and/or other action required by such law or rule shall be substituted for the notice requirements hereof, and we shall have the absolute right to modify such invalid or unenforceable provision, specification, standard or operation procedure to the extent required to be valid and enforceable. Such modifications to this Agreement shall be effective only in such jurisdiction unless we elect to give them greater applicability and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

18.2. Waiver of Obligations. Whenever this Agreement requires our prior approval or consent, you shall make a timely written request therefore, and such approval shall be obtained in writing. We make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you by granting any waiver, approval or consent to you, or by reason of any neglect, delay or denial of any request therefore. Any wavier granted by us shall be without prejudice to any other rights we may have, will be subject to continuing review by us and which we have the absolute right to revoke at any time and for any reason, effective upon receipt by you of ten (10) days prior written notice. We shall not be deemed to have waived or impaired any right, power, or option reserved by this Agreement (including, without limitation, our right to demand exact compliance with every term, condition and covenant herein, or to declare any breach thereof to be a default and to terminate this Franchise prior to the expiration of its term), by virtue of any custom or practice of the parties at variance with the terms hereof; any failure by us or you to demand strict compliance with this Agreement, any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature against other franchisees of us or the acceptance by us of any payments due from you after failure to comply with any provision of this Agreement, nor acceptance by us of any payment by you or failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations, hereunder, including without limitation, any mandatory specification, standard or operating procedure, shall not constitute a waiver of any provision of this Agreement.

18.3. Franchisee May Not Withhold Payment Due Franchisor.

You agree that you will not, on grounds of the alleged nonperformance by us of any of our obligations hereunder, withhold payment of any Continuing License Fees, Marketing and Advertising Fund fees, and amounts due to us for items or products purchased by you or any other amounts due from you to us.

18.4. Force Majeure. If the performance of any obligation under this Franchise Agreement is prevented or delayed, in whole or in part, by reason of force majeure, or the consequence thereof, affecting the parties hereto or the rights granted hereunder, such force majeure to include but not be limited to acts of God, fire, flood, governmental restrictions, lockouts or labor disputes, then the affected party shall be given such additional time as is reasonable to perform in view of the nature and extent of the force majeure.

18.5. Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.) and the United States Arbitration Act, this Agreement and the franchise shall be governed by the laws of Kansas. Franchisee waives any and all rights, actions or claims for relief under the Federal Act entitled “Racketeer Influenced and Corrupt Organizations”, 18 U.S.C. Section 1961 et seq.

18.6. Binding Effect. This Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, legal representatives, assigns and successors ininterest.

18.7. Construction. The preambles are a part of this Agreement, and constitute the entire agreement of the parties, and, with the exception, if applicable, of a lease or sublease for the Office between us and you, there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. The headings of the Sections and Paragraphs hereof are for convenience only and do not define, limit or construe the contents of such Sections or Paragraphs. The term "you", "your" or "Franchisee" as used herein is applicable to one or more persons, a corporation, partnership, limited liability company or other legal entity, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. Reference to Franchisee, and "assignees" and "transferees" which are applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Franchisee or any such assignee or transferee if Franchisee or such assignee or transferee is a corporation, partnership, Limited Liability Company or other legal entity. This Agreement may be executed in multiple copies, each of which shall be deemed an original. Time is of the essence of this Agreement.

18.8. Judicial Enforcement, Injunction and Specific Performance. Notwithstanding the provisions of Paragraphs 18.9 and 18.10, we shall be entitled, without bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to Franchisee's use of the Marks, the obligations of Franchisee upon termination or expiration of the franchise, and assignment of the Franchise and ownership of Franchisee. If we secure any such injunction or order of specific performance, Franchisee agrees to pay to us an amount equal to the aggregate of our costs of obtaining such relief, including, without limitations, reasonable attorneys' fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, and any damages incurred by us as a result of the breach of any such provision.

18.9. Mediation. The parties hereto agree that before resorting to binding arbitration, that if any dispute arises between the parties hereto, any affiliated companies thereof or any of their officers, directors, partners, joint ventures, employees, agents, representatives or those in active concert with any of such parties, relating to anything other than the matters set forth in Section 9 and Paragraphs 16.4 and 18.8, the parties hereto agree to first try in good faith before resorting to arbitration, to settle the dispute by mediation in Johnson County, Kansas, administered by the American Arbitration Association under its Commercial Mediation Rules and initiated at and supervised by the American Arbitration Association office in Johnson County, Kansas, unless agreed otherwise by the parties. Disputes subject to mediation shall be all controversies, claims, and matters from the beginning of time, whether contractual or tort in nature, except for those matters specifically excluded in Section 9 and Paragraphs 16.4 and 18.8. The party who seeks resolution of a controversy, claim or dispute or other matter in question shall notify the other party and the American Arbitration Association office in writing of the existence and subject matter of such controversy, claim or dispute. Unless mutually agreed otherwise, the parties shall meet with the mediator within sixty (60) days after the recipient party has received notice of the dispute, and agree to utilize their best efforts and all expediency to resolve the matters in dispute. The mediation shall not continue longer than one (1) hearing day without the written approval of both parties. Neither party shall be bound by any recommendation of the mediator; however, any agreement reached during mediation shall be final and conclusive. The expense of mediation shall be shared equally by both parties. The parties' obligation to mediate will be deemed to be satisfied after one (1) hearing day or 60 days after a mediation demand has been made if any party fails to appear or participate in good faith in the mediation.

Franchisor and the Franchisee each agree that the mediation process is negotiation for the purpose of compromise. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation process by any of the parties, their agents, employees, experts and attorneys, shall be confidential. Franchisee acknowledges that Franchisor may require the Franchisee to execute a confidentiality agreement pertaining to the mediation process. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or not discoverable as a result of its use in the mediation process.

In the event the parties are unable to reach an agreement by mediation, then in that event all disputes, controversies, claims or causes of action shall be submitted to binding arbitration pursuant to Paragraph 18.10 hereinafter.

Except for matters specifically excluded in Section 9 and Paragraphs 16.4 and 18.8, if either Franchisor or Franchisee initiates arbitration without complying with their obligation to mediate, then upon petition of any party against whom such proceeding is initiated, the arbitrator will dismiss the action without prejudice, and award attorneys' fees and cost to the party seeking dismissal.

18.10. Arbitration. All disputes and claims relating to any provision of this Franchise Agreement (other than as set forth in Section 18, Paragraph 18.8 above, Franchisee's use of the Marks or the parties Exclusive Relationship or the obligations of Franchisee upon termination or expiration of the franchise, and assignment of the Franchise and ownership of Franchisee) any specification, standard, operating procedure, or rule or any other obligation of Franchisee prescribed by Franchisor or any obligation of Franchisor, or the breach thereof (including, without limitation, any claim that this Agreement, any provision hereof, any specification, standard, operating procedure or rule or any other obligation of Franchisee or Franchisor is illegal or otherwise unenforceable or voidable under any law, ordinance, or ruling) shall be settled by arbitration in Johnson County, Kansas, or if Franchisor shall no longer maintain an office in Johnson County, Kansas, then the home office of Franchisor. Arbitration shall be conducted in accordance with the United States Arbitration Act (9 U.S.C. Section 1 et seq.), if applicable, and the Rules of the American Arbitration Association (relating to the arbitration of disputes arising under franchise and license agreements, if any, otherwise, the general rules of commercial arbitration), provided that the arbitrator appointed to arbitrate a dispute shall have at least ten (10) years' experience in franchise matters and shall award, or include in his/her award, the specific performance of this Agreement, and the arbitrator shall issue a written opinion explaining the reasons for his/her decision and award. The arbitrator shall have no authority to add, delete or modify in any manner, the terms and provisions of this Franchise Agreement. If a claim for amounts owed by Franchisee to Franchisor is asserted in the arbitration proceeding and if Franchisor shall prevail on such claim, Franchisor shall be entitled to so much of its cost and expenses including accounting and legal fees, as are attributable to the prosecution thereof. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof or of Franchisor or of Franchisee. During the pendency of an arbitration proceeding hereunder, Franchisee and Franchisor shall fully perform and comply with the provisions of this Agreement.

18.11 Third Party Beneficiaries. Our officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the arbitration provisions in Paragraph 18.10, each having authority to specifically enforce the right to arbitrate claims asserted against such person(s) by Franchisee.

18.12. Class Claims. Franchisee agrees that any arbitration between Franchisee and Franchisor will be Franchisee's individual claim and that the claim or claims subject to arbitration shall not be arbitrated on a class-wide basis.

18.13. Entire Agreement. This Agreement, including the introduction, addenda and exhibits to it, constitutes the entire agreement between you and us. Notwithstanding the foregoing, nothing in the Agreement is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us.

18.14. Certain Definitions. The term "family member" refers to parents, spouses, offspring and siblings, and the parents and siblings of spouses. The term "affiliate" means any Business Entity directly or indirectly owned or controlled by a person, under common control with a person or controlled by a person. The terms franchisee, franchise owner, you and your, are applicable to one or more persons or to a Business Entity, as the case may be. The singular use of any pronoun also includes the plural and the masculine and neuter usages include the other and the feminine. The term "person" includes individuals, corporations, partnerships (general or limited), limited liability companies, and all artificial or legal entities. The term "Section" refers to a Section or Subsection of this Agreement. The word "control" means the power to direct or cause the direction of management and policies. The word "owner" means any person holding a direct or indirect, legal or beneficial ownership interest or voting right in another person (or a transferee of this Agreement or an interest in you), including any person who has a direct or indirect interest in you or this Agreement and any person who has any other legal or equitable interest, or the power to vest in himself any legal or equitable interest, in the revenue, profits, rights or assets.

18.15. Time is of the Essence. It will be a material breach of this Agreement to fail to perform any obligation within the time required or permitted by this Agreement. In computing time periods from one date to a later date, the words "from " and "commencing on" (and the like) mean "from and including"; and the words "to", "until" and "ending on" (and the like) mean "to but excluding." Indications of time of day mean Johnson County, Kansas time.

18.16. Anti-Terrorism Compliance. You agree to comply with, and/or assist us to the fullest extent possible in our 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 such compliance you certify, represent and warrant that none of your property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that you are not otherwise in violation of any of the Anti-Terrorism Laws. Any violation of the Anti-Terrorism Laws by you or your employees or any "blocking" of your assets under the Anti-Terrorism Laws constitute grounds for immediate termination of this Agreement and any other agreements you have entered into with us or any of our affiliates, in accordance with the termination provisions of this Agreement.

18.17. Our Withholding of Consent Your Exclusive Remedy. In no event may you make any claim for money damages based on any claim or assertion that we have unreasonably withheld or delayed any consent or approval under this Franchise Agreement. You waive any such claim for damages. You may not claim any such damages by way of setoff, counterclaim or defense. Your sole remedy for the claim will be mediation and arbitration proceedings in accordance with Paragraphs 18.9 and 18.10 respectively to enforce the Agreement provisions, for specific performance or for declaratory judgment.

18.18. Notices. All written notices and reports permitted or required under this Agreement or by the Manuals will be deemed delivered:

a. 2 business days after being placed in the hands of a commercial airborne courier service for next business day delivery; or

b. 3 business days after placement in the United States mail by certified mail, return receipt requested, postage prepaid.

All such notices must be addressed to the parties as follows:

IF TO US: RESOURCE ONE INTERNATIONAL Inc.
9401 Reeds Road
Overland Park, Kansas 66207

IF TO YOU: ________________________________

Attention: ________________________________

Either you or we may change the address for delivery of all notices and reports and any such notice will be effective within 10 business days of any change in address. Any required payment or report not actually received by us during regular business hours on the date due (or postmarked by postal authorities at least 2 days prior to such date, or in which the receipt from the commercial courier service is not dated prior to 2 days prior to such date) will be deemed delinquent.

Intending to be bound, you and we sign and deliver this Agreement in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

19. SPOUSAL CONSENT.

If you have obtained our approval and the Franchisee is a corporation, partnership, limited liability company or other form of legal entity, then the spouse of each of your owners, or, for, an individual(s), or subsequent to execution hereof you marry or you assign this Agreement to an individual(s), then in either event, the spouse(s) hereby jointly and severally personally and unconditionally guarantee(s) without notice, demand or presentment, the payment of all of your monetary obligations under this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such spouses further agree to be bound by restrictions upon your activities upon transfer, termination or expiration of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All such spouses must execute a spousal consent in the form attached hereto as Exhibit B. In the event of divorce and re-marriage, or subsequent marriage, you covenant and agree to provide Franchisor with a properly executed spousal consent and guarantee, in the form prescribed by Franchisor.

"FRANCHISEE"	"FRANCHISOR"
Name of Entity	**RESOURCE ONE INTERNATIONAL, Inc.**
By:	By:
Title:	Title:
Date:	Date:

If individuals:

Dated: ________________

____
(Signature)

____
(Print Name)

Dated: ______________

____
(Signature)

____
(Print Name)

EXHIBIT "A"

TERRITORY

Your Territory Description

____
____
____
____

Your Office Location(s) or Approved Location(s) when we accept your office location(s) the Office address (es) will be filled in on this page when we approve the Office Site(s) you have selected

Office Address __________ ____
____ (address)

EXHIBIT "B"

SPOUSAL CONSENT

The undersigned person(s) hereby represent(s) to Resource One International, Inc. that he/she is the spouse of the individual franchisee(s) who has executed a Resource One International, Inc., Franchise Agreement dated the____day of_______________________________________, 20 or that he/she is the spouse of one of the Owners of the legal entity who executed the Resource One International, Inc., Franchise Agreement of the same date. In consideration of the grant by Resource One International, Inc., to the Franchisee as herein provided, each of the undersigned spouses agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, will be firmly bound by all of the terms, provisions and conditions of the foregoing Resource One International, Inc. Franchise Agreement, that they and each of them jointly and severally do hereby unconditionally guarantee the full and timely performance by the Franchisee of each and every obligation of the Franchisee under the aforesaid Franchise Agreement, including, without limitation, any indebtedness of the Franchisee arising under or by virtue of the aforesaid Franchise Agreement. The undersigned jointly and severally further agree(s) to be bound by the in-term and post-term covenants set forth in Section 9 and in Paragraph 16.4 of the aforesaid Franchise Agreement.

WITNESS: Signature of Signer: ____________________________________

__________________________________ Printed Name: ________________________________

WITNESS: Signature of Spouse: ____________________________________

________________________________ Printed Name: _____________________________

EXHIBIT "H" TO THE DISCLOSURE DOCUMENT

FORM OF CONDITIONAL ASSIGNMENT AND ASSUMPTION OF TELEPHONE NUMBERS AND LISTINGS

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS (this "**Assignment"**) is effective as of_________________, 20 , between **RESOURCE ONE INTERNATIONAL, Inc.,** a Kansas Corporation, with its principal place of business at 9401 Reeds Road, Overland Park, Kansas 66207 ("**we**," "**us**" or "**our"**) and ____whose current place of business is ____ ("**you" or "your"**). You and we are sometimes referred to collectively as the "**parties"** or individually as a "**party".**

BACKGROUND INFORMATION

We have simultaneously entered into the certain Franchise Agreement (the "**Franchise Agreement"**) dated as of__________________, 20 with you, pursuant to which you plan to own and operate a franchise to operate as a Franchise. We use, among other things, certain proprietary knowledge, procedures, formats, systems forms, printed materials, applications, methods, specifications, standards and techniques we authorize or develop (collectively the "**System**"). We identify ResourceOne Franchise and various components of the System by certain trademarks, trade names, service marks, trade dress and other commercial symbols (collectively the "**Marks**"). In order to protect our interest in the System and the Marks, we will have the right to control the telephone numbers and listings of the ResourceOne Franchise if the Franchise Agreement is terminated.

OPERATIVE TERMS:

You and we agree as follows:

1. **Background Information**: The background information is true and correct. This Assignment will be interpreted by reference to the background information. Terms not otherwise defined in this Assignment will have the meanings as defined in the Franchise Agreement.

2. **Conditional Assignment**: You assign to us, all of your right, title and interest in and to those certain telephone numbers and regular, classified or other telephone directory listings (collectively, the "**Numbers and Listings**") associated with the Marks and used from time to time in connection with the operation of the ResourceOne Franchised Business. We will have no liability or obligation of any kind whatsoever arising from or in connection with the Assignment, unless we notify the telephone company and/or the listing agencies with which you have placed telephone directory listings (collectively, the "**Telephone Company**") to effectuate the assignment of the Numbers and Listings to us. Upon termination or expiration of the Franchise Agreement we will have the right and authority to ownership of the Numbers and Listings. In such event, you will have no further right, title or interest in the Numbers and Listings and will remain liable to the Telephone Company for all past due fees owing to the Telephone Company on or before the date on which the assignment is effective. As between the parties, upon termination or expiration of the Franchise Agreement, we will have the sole right to and interest in the Numbers and Listings.

3. **Power of Attorney**: You irrevocably appoint us as your true and lawful attorney-in-fact to: (a) direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us; and (b) sign on your behalf such documents and take such actions as may be necessary to effectuate the assignment. Notwithstanding anything else in the Assignment,

however, you will immediately notify and instruct the Telephone Company to effectuate the assignment described in this Assignment to us when, and only when: (i) the Franchise Agreement is terminated or expires; and (ii) we instruct you to so notify the Telephone Company. If you fail to promptly direct the Telephone Company to effectuate the assignment of the Numbers and Listings to us, we will direct the Telephone Company to do so. The Telephone Company may accept our written direction, the Franchise Agreement or this Assignment as conclusive proof of our exclusive rights in and to the Numbers and Listings upon such termination or expiration. The assignment will become immediately and automatically effective upon Telephone Company's receipt of such notice from you or us. If the Telephone Company requires that you and/or we sign the Telephone Company's assignment forms or other documentation at the time of termination or expiration of the Franchise Agreement, our signature on such forms or documentation on your behalf will effectuate your consent and agreement to the assignment. At any time, you and we will perform such acts and sign and deliver such documents as may be necessary to assist in or accomplish the assignment described herein upon termination or expiration of the Franchise Agreement. The power of attorney conferred upon us pursuant to the provisions set forth in this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our consent.

4. **Indemnification** : You will indemnify and hold us and our affiliates, stockholders, directors, officers, members, and representatives (collectively, the "**Indemnified Parties**") harmless from and against any and all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses that any of the Indemnified Parties incur as a result of any claim brought against any of the Indemnified Parties or any action which any of the Indemnified Parties are named as a party or which any of the Indemnified Parties may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms of any agreement or contract or the nonpayment of any debt you have with the Telephone Company.

5. **Binding Effect**: This Assignment is binding upon and inures to the benefit of the parties and their respective successors-in-interest, heirs, and successors andassigns.

6. **Assignment to Control**: This Assignment will govern and control over any conflicting provision in any agreement or contract which you may have with the Telephone Company.

7. **Attorneys' Fees, Etc**.: In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment or the enforcement thereof, the prevailing party will be entitled to reimbursement of its attorneys' fees, costs and expenses from the non- prevailing party. The term "attorneys' fees" means any and all charges levied by an attorney for his or her services including time charges and other reasonable fees including paralegal fees and legal assistant fees and includes fees earned in settlement, at trial, appeal or in bankruptcy proceedings and/or in arbitrationproceedings.

8. **Severability**: If any of the provisions of this Assignment or any section or subsection of this Assignment or any section or subsection of this Assignment is held invalid for any reason, the remainder of this Assignment or any such section or subsection will not be affected, and will remain in full force and effect in accordance with its terms.

9. **Governing Law Forum**: This Assignment is governed by Kansas Law. The parties will not institutes any action arising out of this Assignment against any of the other parties to this Assignment except in the state or federal court of competent jurisdiction in Johnson

County, Kansas, and they irrevocably submit to the jurisdiction of such courts and waive any objection they may have to either the jurisdiction or venue of such court.

ASSIGNOR:	**ASSIGNEE:** **RESOUCE ONE INTERNATIONAL, Inc.**
By:________________________________	By: __________________________________
Name:_____________________________	Name: ______________________________
Title:______________________________	Title: _______________________________
Date:______________________________	Date: _______________________________

THIS CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS is accepted and agreed to by:

(TELEPHONE COMPANY)

By: __________________________________

Name: ______________________________

Its: __________________________________

Date: ________________________________

EXHIBIT "I" TO THE DISCLOSURE DOCUMENT

FORM OF
CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE

CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE

THIS CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE (this "**Assignment"**) is made, entered into and effective as of the effective date of the Lease (as defined herein below), by, between and among **RESOURCE ONE INTERNATIONAL, Inc.,** an Kansas Corporation with its principal business address located at 9401 Reed Road, Overland Park, Kansas 66207 ("**we**," "**us** " or "**our**"), and ______________________________ whose current principal place of business is ____ ("**you** or "**your**").

BACKGROUND INFORMATION

We entered into that certain Franchise Agreement (the "**Franchise Agreement**") dated as of____________________, 20 with you, pursuant to which you plan to own and operate a Resource One franchise located at that certain office location approved by us pursuant to the Franchise Agreement between you and us dated ____________________, 20 (the "**Approved Office Location**" or "**Site**"). In addition, pursuant to that certain Lease Agreement (the "Lease"), you have leased or will lease certain space containing the Franchise described therein from ________________________________ (the "**Lessor**"). The Franchise Agreement requires you to deliver this Assignment to us as a condition to the grant of afranchise.

We and you agree as follows:

1. **Background Information:** The background information is true and correct. This Assignment will be interpreted by reference to, and construed in accordance with, the background information.

2. **Incorporation of Terms**: Terms not otherwise defined in this Assignment have the meanings as defined in the lease.

3. **Indemnification of Us:** You agree to indemnify and hold us and our affiliate, if any, our members, directors, officers and representatives harmless from and against anyand all losses, liabilities, claims, proceedings, demands, damages, judgments, injuries, attorneys' fees, costs and expenses, that they incur resulting from any claim brought against any of them or any action which any of them may suffer, sustain or incur by reason of, or arising out of, your breach of any of the terms ofthe Lease, including the failure to pay rent or any other terms and conditions of the Lease.

4. **Assignment**: You grant to us a security interest in and to the Lease, all of the furniture, fixtures, inventory and supplies located in the Approved Office Location and the franchise relating to the Resource One Franchise, and all of your rights, title and interest in and to the Lease as collateral for the payment of any obligation, liability or other amount owed by you or your affiliates (if permitted by us) to the Lessor arising under the Lease and for any of the terms and provisions of the Franchise Agreement. In the event of a breach or default by you under the terms of the Lease, or, in the event we make any payment to the Lessor as a result of your breach of the Lease, then such payment by us, or such breach or default by you, will at our option be deemed to be

an immediate default under the Franchise Agreement, and we will be entitled to the possession of the Site and to all of your rights, title and interest in and to the Lease and to all other remedies described herein or in the Franchise Agreement or at law or in equity, without prejudice to any of our other rights or remedies under any other Agreements or under other applicable laws or equities. This Assignment will constitute a lien on your interest in and to the Lease until satisfaction in full of all amounts owed by you to us. In addition, our rights to assume all obligations under the Lease provided in this Assignment are totally optional on our part. You agree to execute any and all Uniform Commercial Code financing statements and all other documents and instruments deemed necessary by us to perfect or document the interests and assignments granted herein.

5. **No Subordination:** You will not permit the Lease to become subordinate to any lien without first obtaining our written consent, other than the lien created by this Assignment, the Franchise Agreement, the Lessor's lien under the Lease, liens securing bank financing for your operations on the Site and the agreements and other instruments referenced herein. You will not terminate, modify or amend any of the provisions or terms of the Lease without our prior written consent. Any attempt at termination, modification or amendment of any of the terms without such written consent is null and void.

6. **Exercise of Remedies**: In any case of default by you under the terms of the Lease or under the Franchise Agreement, we will be entitled to exercise any one or more of the following remedies:

(a) to take possession of the Approved Office Location, or any part thereof, personally, or by our agents or attorneys;

(b) to, without notice and with or without process of law, enter upon and take maintain possession of all or any part of the Approved Office Location, together with all your furniture, fixtures, inventory, books, records, papers and accounts;

(c) to exclude you, your agents or employees from the Approved Office Location;

(d) as your attorney-in-fact or in our own name, and under the powers herein granted, to hold, operate, manage and control the Resource One Franchised Business and conduct the business, if any thereof, either personally or by our agents, with full power to use such measures, legally rectifiable, as we may be deemed proper or necessary to cure such default, including actions of forcible entry or detainer and actions in distress of rent, hereby granting full power and authority to us to exercise each and every or the rights, privileges and powers herein granted at any and all times hereafter;

(e) to cancel or terminate any unauthorized agreements or subleases entered into by you, for any cause or ground which would entitle us to cancel the same;

(f) to disaffirm any unauthorized agreement, sublease or subordinated lien, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Site or the Site that may seem judicious; and

(g) to insure and reinsure the same for all risks incidental to our possession, operation and management thereof; and/or

(h) notwithstanding any provision of the Franchise Agreement to the contrary, to declare all of your rights but not obligations under the Franchise Agreement to be immediately terminated as of the date of your default under the Lease.

7. **Power of Attorney**: You do hereby irrevocably appoint us as your true and lawful attorney-in-fact in your name and stead and hereby authorize us, upon any default under the Lease or under the Franchise Agreement, with or without taking possession of the Site, to rent, lease, manage and operate the Site to any person, firm or corporation upon such terms and conditions as we may determine, and with the same rights and powers and immunities, exoneration of liability and rights of recourse and indemnity as we would have upon taking possession of the Site pursuant to the provisions set forth in the Lease. The power of attorney conferred upon us pursuant to this Assignment is a power coupled with an interest and cannot be revoked, modified or altered without our written consent.

8. **Election of Remedies:** It is understood and agreed that the provisions set forth in this Assignment are deemed a special remedy given to us and are not deemed to exclude any of the remedies granted in the Franchise Agreement or any other agreement between the parties, but are deemed an additional remedy and are cumulative with the remedies therein and elsewhere granted to us, all of which remedies are enforceable concurrently or successively. No exercise by us or any of the rights hereunder will cure, waive or affect any default hereunder or default under the Franchise Agreement. No inaction or partial exercise of rights by us will be construed as a waiver of any of our rights and remedies and no waiver by us of any such rights and remedies will be construed as a waiver by us of any future rights and remedies.

9. **Binding Agreements**: This assignment and all provisions are binding upon the parties, their successors, assigns and legal representatives and all other persons or entities claiming under them or through them, or either of them, and the words “we”, “us” or “our” or “you” and “your “includes all such persons and entities and any others liable for payment of amounts under the Lease or the Franchise Agreement. All individuals executing on behalf of corporate or other legal entities hereby represent and warrant that such execution has been duly authorized by all necessary corporate and shareholder or member authorizations and approvals.

10. **Assignment to Control**. This Assignment governs and controls over any conflicting provisions in the lease.

11. **Attorney’s Fees, Etc**. In any action or dispute, at law or in equity, that may arise under or otherwise relate to this Assignment, the prevailing party will be entitled to recover its attorneys’ fees, costs and expenses relating to any trial or appeal (including, without limitation, paralegal fees) or arbitration or bankruptcy proceeding from the non-prevailing Party.

12. **Severability**. If any of the provisions of this Assignment or any section or subsection of this Assignment is to be held invalid for any reason, the remainder of this

Assignment or any such section or subsection will not be affected there by and will remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed as of the day and year first above written.

"**YOU**":	"**US**"
______________________________ Name of Entity	**Resource One International, Inc.,**
By: ______________________________	By: ______________________________
Name:______________________________	Name: ______________________________
Title:____________________________	Title: ______________________________
Date:______________________________	Date: ______________________________

THIS CONDITIONAL ASSIGNMENT AND ASSUMPTION OF LEASE is accepted and agreed to by:

"**Lessor**"

By: ______________________________

Name: ______________________________

Its: ______________________________

Date: ______________________________

EXHIBIT “J” TO THE DISCLOSURE DOCUMENT

FORM OF
PRINCIPAL OWNER’S GUARANTY

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners (referred to as "**you**" or **your**" for purposes of this Guaranty only) of ___________________________ (the "**Business Entity**") under the Franchise Agreement dated_________________, 20__ (the "**Agreement**") with **RESOURCE ONE INTERNATIONAL, Inc.** ("**we**", "**us**" or "**our**").

1. **Incorporation of Terms**. Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty**. In consideration of and as an inducement to us signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Business Entity will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and each and every Agreement entered into by and between Us and the Business Entity; and (b) each of you jointly and severally agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction and covenant in the Agreement.

3. **Payment**. If the Business Entity fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, you will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Business Entity has paid all obligations in full.

4. **Waivers**. Each of you waives: (a) acceptance and notice of acceptance by us of your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right you may have to require that an action be brought against the Business Entity or any other person as a condition ofyour liability; (e) all rights to payments and claims for reimbursement or subrogation which you may have against the Business Entity arising as a result of your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which you may be entitled in your capacity as guarantors.

5. **Consents and Agreements**. Each of you consents and agrees that: (a) your direct and immediate liability under this Guaranty are joint and several; (b) you must render any payment or performance required under the Agreement upon demand if the Business Entity fails or refuses punctually to do so; (c) your liability will not be contingent or conditioned upon our pursuit of any remedies against the Business Entity or any other person; (d) your liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which we may from time to time grant to the Business Entity or to any other person, including without limitation, the acceptance of any partial payment or performance or the compromise or release of any

claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. **Enforcement Costs**. If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, you must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing or proceeding to enforce thisGuaranty.

7. **Effectiveness**. Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by Kansas law and we may enforce your rights regarding it by arbitration in Johnson County, Kansas, or if we no longer maintain an office in Johnson County, Kansas then our home office. Arbitration shall be conducted in accordance with the United States Arbitration Act (9 U.S.C. Section 1 *et seq*.), if applicable, The Rules of the American Arbitration Association relating to the Arbitration of disputes arising under franchise and license agreements, if any, otherwise, the general rules of commercial arbitration, provided that the arbitrator shall award, or include in his/her award, the specific performance of this Agreement, and the arbitrator shall issue a written opinion explaining the reasons for his/her decision and award. If a claim for amounts owed by you to us is asserted in the arbitration proceeding and if we shall prevail on such claim, we shall be entitled to so much of our cost and expenses including accounting and legal fees, as are attributable to the prosecution thereof. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof or of us or of you.

Each of you now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature.

PERCENTAGE OF OWNERSHIP	**GUARANTORS**
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
	DATE ______________________

EXHIBIT "K" TO THE DISCLOSURE DOCUMENT

FORM OF
PRINCIPAL OWNER'S STATEMENT

PRINCIPAL OWNERS STATEMENT

This form must be completed by you if you have multiple owners or if you, or your franchised business, is owned by a business organization (like a corporation, partnership or limited liability company). We are relying on the truth and accuracy of this form in awarding the Franchise Agreement to you.

1. **Form of Owner.** Franchisee is a (check one):
   (a) General Partnership ______

   (b) Corporation _______

   (c) Limited Partnership ______

   (d) Limited Liability Company ______

   (e) Other ______

   Specify:_________________________.

Franchisee was formed under the laws of_________ _ _ _ . (State)

2. **Business Entity**. Franchisee was incorporated or formed on ______________________, 20 , under the laws of the State of___________________. Franchisee has not conducted business under any name other than your corporate, limited liability company or partnership name and________________________________. The following is a list of all persons who have management rights and powers (e.g., officers, managers, partners, etc.) and their positions are listed below:

Name of Person	**Position**
____________________________________	______________________________________
____________________________________	______________________________________
____________________________________	______________________________________
____________________________________	______________________________________

3. **Owners**. The following list includes the full name and mailing address of each person who is one of your owners and fully describes the nature of each owner's interest. Attach additional sheets if necessary.

Owner's Name and Address	**Description of Interest**
____________________________________	______________________________________
____________________________________	______________________________________
____________________________________	______________________________________
____________________________________	______________________________________
____________________________________	______________________________________

4. **<u>Governing Documents</u>**. Attached are copies of the documents and contracts governing the ownership, management and other significant aspects of the business organization (e.g., articles of incorporation or organization, partnership or shareholder agreements, etc.)

This Statement of Principal Owners is current and complete as of ____________________, 20___

OWNER INDIVIDUALS

____
[Signature]

____
[Print Name]

____
[Signature]

____
[Print Name]

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP

____

[Name]

By: ____________________________________

Title: __________________________________

EXHIBIT “L” TO THE DISCLOSURE DOCUMENT

FORM OF CONFIDENTIALITY, NON-SOLICITATION AND NON-COMPETITION AGREEMENT FOR FRANCHISE AGREEMENT

CONFIDENTIALITY, NON-SOLICITATION AND

NON-COMPETITION AGREEMENT

NAME: ____

FRANCHISEE: ____

HOME ADDRESS: ____

____

HOME TELEPHONE: ____

CLASSIFICATION: ____

(Owner, Shareholder, Officer, Director, Attorney, Employee, Etc.)

___________________________________ ("Franchisee") is a franchisee of Resource One International, Inc. ("Franchisor") pursuant to a Franchise Agreement entered into by Franchisee and Franchisor dated_______, 20 (the "Franchise Agreement"). I agree that, unless otherwise specified, all terms in this Agreement have those meanings ascribed to them in the Franchise Agreement.

I agree that during the term of my employment by, ownership participation in, association with or service to in Franchisee, or at any time thereafter, I will not communicate, divulge or use for the benefit of any other person, persons, partnership, proprietorship, association, corporation or entity any confidential information, knowledge or know-how concerning the systems of operation, services, products, clients or practices of Franchisee and/or Franchisor.

Any and all information, knowledge, know-how, techniques and information which the entities mentioned above or their officers designate as confidential will be Confidential Information for the purposes of this Agreement, except information which I can demonstrate came to my attention before disclosure or which had become or becomes a part of the public domain through publication or communication by others (unless the publication or communication is in violation of a similar confidentiality agreement), but in no event through any act of mine.

I will at no time copy, duplicate record or otherwise reproduce any of the Confidential Information or material containing it, in whole or in part, store them in a computer retrieval or data base, nor otherwise make them available to any unauthorized person. Upon the expiration, I agree to return to Franchisor or Franchisee, as the case may be, all Confidential Information or material containing it (in whole or in part) in my possession utilized during my employment, association, service or ownership participation.

I further agree that during the term of my ownership participation, and under the circumstances set forth in the following paragraph, for a period of two years immediately following its expiration or termination for any reason, I will not, directly or indirectly engage or participate in any Competitive Business, as defined below. I agree that I am prohibited from engaging in any Competitive Business as a proprietor, partner, investor, shareholder, director, officer, employee, principal, agent, advisor, or consultant.

The term “Competitive Business” as used in this Agreement means, any business or facility, business selling or offering goods or services that feature any business enterprise or activity that involves marketing and/or selling and/or performing any executive recruiting or placement services or third party human resource services or screening services, telephone interview, face to face interview scheduling, coaching services, background checks, reference checks in the retail, entertainment or hospitality industries. If, however, any provision of this Agreement would not be enforceable under the laws of Kansas, and if the Franchised Business is located outside of Kansas and the provision would be enforceable under the laws of the State in which the Franchised Business is located, then the provision (and only that provision) will be interpreted and construed under the laws of that state. Nothing in this Agreement is intended to invoke the application of any franchise, business opportunity, antitrust, “implied covenant”, unfair competition, fiduciary or any other doctrine of law of the State of Kansas or any other state, which would not otherwise apply.

I further agree that all disputes and claims relating to this Agreement and of the Franchise Agreement (other than your engaging in a Competitive Business, as defined above, upon termination or expiration of the Franchise Agreement, the use of our name or trademarks) shall be settled by Arbitration in Johnson County, Kansas, or if Franchisor shall no longer maintain an office in Johnson County, Kansas, then the home office of Franchisor. Arbitration shall be conducted in accordance with the United States Arbitration Act (9 U.S.C. Section 1 *et seq*.), if applicable, and the Rules of the American Arbitration Association (relating to the arbitration of disputes arising under franchise and license agreements, if any, otherwise, the general rules of commercial arbitration), provided that the arbitrator shall award, or include in his/her award, the specific performance or injunction remedies of this Agreement, and the arbitrator shall issue a written opinion explaining the reasons for his/her decision and award. If a claim for amounts owed by Franchisee to Franchisor is asserted in the arbitration proceeding and if Franchisor shall prevail on such claim, Franchisor shall be entitled to so much of its cost and expenses including accounting and legal fees, as are attributable to the prosecution thereof. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof or of Franchisor, Franchisee or me as an owner, shareholder, officer, director, attorney, employee or any other relationship I have with the Franchisee. During the pendency of an arbitration proceeding hereunder, Franchisee and Franchisor shall fully perform and comply with the provisions of this Agreement.

I hereby waive and covenant never to assert or claim that arbitration is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Witness:

(Signature)

Date **(Printed Name)**

EXHIBIT "M" TO THE DISCLOSURE DOCUMENT

FORM OF
FRANCHISEE QUESTIONNAIRE

RESOURCE ONE INTERNATIONAL, INC.

FRANCHISEE QUESTIONNAIRE

Prior to the final execution of a Franchise Agreement, this questionnaire must be completed in its entirety. Completion of this questionnaire confirms that RESOUCE ONE INTERNATIONAL, INC., its employees and representatives have fully complied with all applicable franchise registration and disclosure laws relating to the purchase of your franchise.

1. Full Name of Franchisee:

____

2. RESOURCEONE Office Location:

____

3. Franchisee is: (check applicable box)

[ ] Individual [ ] Corporation [ ] General Partnership [ ] Limited Liability Company

[ ] Other _______________

4. If Franchisee is other than an individual, indicate the capacity in which the undersigned is authorized to act on behalf of the Franchisee: (check applicable box)

[ ] Officer (insert title): ______________________________

[ ] General Partner

[ ] Other (please explain):____

5. Did Franchisee receive a Franchise Disclosure Document? [ ] Yes [ ] No

6. On what date was the Franchise Disclosure Document received, and by whom?
Date:_____________________________Recipient:_____________________

7. Name of our Company Representative who primarily worked with you on this sale:

____

8. Have you discussed the benefits and risks of operating a RESOURCEONE Franchise with an attorney, accountant or other professional advisor? [ ] Yes [ ] No

9. Do you understand the success or failure of your business will depend in large part upon your skills and abilities, competition from other businesses, interest rates,

inflation, labor and supply costs, lease terms and other economic and business factors? [ ] Yes [ ] No

10. Has any Resource One International, Inc. employee or representative speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Franchise that we or our franchisees operate?

[ ] Yes [ ] No

11. Has any Resource One International, Inc. employee or representative speaking on our behalf made any statement or promise concerning a Resource One International, Inc. Franchise that is contrary to, or different from, the information contained in our Disclosure Document? [ ] Yes [ ] No

12. Has any Resource One International, Inc. employee or representative speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Resource One Franchise? [ ] Yes [ ] No

13. Has any Resource One International , Inc. employee or representative speaking on our behalf made any statement or promise concerning the total amount of revenue a Resource One International Franchise will generate? [ ] Yes [ ] No

14. Has any Resource One International, Inc. employee or representative speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Resource One Franchise that is contrary to, or different from, the information contained in our Disclosure Document? [ ] Yes [ ] No

15. Has any Resource One International, Inc. employee or representative speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Resource One Franchise? [ ] Yes [ ] No

16. Has any Resource One International, Inc. employee or representative speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support services or assistance that we will furnish to you that is contrary to, or different from, the information contained in our Disclosure Document? [ ] Yes [ ] No

17. If you have answered "Yes" to any of questions 10 through 16 above, please provide a full explanation of your answer in the following blank lines. Attach additional pages, if necessary. If you answered "No" to each of questions 10 through 16, leave the following lines blank.

____
____
____
____
____
____

You understand that **Resource One International, Inc.** is relying on the truthfulness and completeness of your responses to the questions above in granting a Franchise to you. By signing this Franchise Questionnaire, you are stating you have responded truthfully to all of the above questions.

YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT OF ANY DISPUTE ARISING BETWEEN YOURSELF AND RESOURCE ONE INTERNATIONAL, INC., THIS QUESTIONNAIRE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION OR ARBITRATION PROCEEDING, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS QUESTIONNAIRE.

FRANCHISEE:

____

____

(Signature)

____

(Print Name)
Individually and on behalf of:

____

EXHIBIT "N" TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC AND OTHER ADDENDA AND RIDERS

CALIFORNIA APPENDIX TO FRANCHISE DISCLOSURE DOCUMENT

1. 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 an inconsistency with the law, the law will control.

2. 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.).

3. The Franchise Agreement contains covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.

4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.

5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.

6. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

7. **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.**

8. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5 Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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

10. The highest interest rate allowed by law in California is 10% annually.

11. A contract which restrains a former franchisee from engaging in a lawful trade or business is to that extent void under California Business and Professions Code section 16600.

12. **OUR WEBSITE, www.r1recruitment.com HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THESE WEBSITES MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.**

STATE LAW ADDENDUM- ILLINOIS

Notwithstanding anything contained in the foregoing Franchise Agreement and Franchise Disclosure Document ("FDD") to the contrary, the following provisions of the Illinois Franchise Disclosure Act ("Act") shall apply to any franchise located in the State of Illinois, which shall control to the extent of any inconsistency:

- Item 5 of the FDD and Section 3.1 of the Franchise Agreement: The Illinois Attorney General's Office has imposed financial assurances based on our financial condition. For this reason, the initial franchise fees are to be deferred. The initial franchise fees include fees and payments you make to us and our Affiliate for goods and services before your Agency opens for business. The initial franchise fees will be deferred until all of our initial obligations to you have been fulfilled and you have open your Agency for business pursuant to the Franchise Agreement. Item 17v. and 17 w of the FDD, the State Cover Page of the FDD, and Sections 16.18 and 16.19 of the Franchise Agreement.
- Choice of Law and Choice of Forum shall be Illinois State Law, Jurisdiction and Venue. Any provision in the Franchise Agreement, including but not limited to Sections 16.18 and 16.19, which designates governing law, jurisdiction or venue in a forum outside the State of Illinois is void.
- Termination or Nonrenewal Franchise: The Illinois Franchise Disclosure Act provides rights to you concerning nonrenewal and termination of the Franchise Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.
- 815 ILCS 705/41 provides that the rights provided by the Illinois Franchise Disclosure Act of 1987 (the “Act”) along with other laws of the State of Illinois may not be waived. Consequently, any release of claims or acknowledgements of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act or any other law of the State of Illinois shall be void and hereby deleted with respect to claims under the Act or any other law of the State of Illinois.
- Participation in Trade Associations: We will not in any way restrict any Franchisee from joining or participating in any trade association.
- Release - Any release of claims or acknowledgements of fact contained in the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act shall be void and hereby deleted with respect to claims under the Act.

Other Provisions Unaffected: All other terms and provisions contained in the Franchise Agreement shall remain in full force and effect, except to the extent specifically modified herein.

EXHIBIT "O" TO THE DISCLOSURE DOCUMENT

FORM OF RELEASE

FORM OF RELEASE

The following is our current general release form that we expect to include in a release that a franchisee and/or transferor may sign as part of a renewal, approved transfer or purchase by us of the assets of a franchisee's RESOURCEONE Franchise. We may periodically modify the release.

THIS RELEASE is given by___________________________________and their predecessors, agents, affiliates, legal representatives, agents, successors, assigns, heirs, beneficiaries, executors and administrators (collectively, "**we**," "**us**" or " **ours**"), to RESOURCE ONE INTERNATIONAL, Inc. and all of its predecessors, affiliates, owners, officers, employees, legal representatives and agents, directors, successors and assigns, and their heirs, beneficiaries, executors and administrators (collectively, "**you**" or "**your**"). Effective on the date of this Release, we forever release and discharge you from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature or kind, in law or in equity, which we now have or ever had against you, including without limitation, anything arising out of that certain Franchise Agreement dated____, 20 (the "**Franchise Agreement**"), the franchise relationship between the parties, and any other relationships between you and us; except your obligations under the ___________Agreement dated effective. This Release is effective for: (a) any and all claims and obligations, including those of which we are not now aware; and (b) all claims we have from anything which has happened up to now; provided, however, that all liabilities arising under Indiana Code Sec. 23-2-2.7, the Maryland Franchise Registration and Disclosure Law and/or the Minnesota Franchise Act are excluded from this release, and that all rights enjoyed by us under the Franchise Agreement and any causes of action arising in our favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder will remain in force; it being the intent of this provision that the non-waiver provisions of General Business Law, Section 687.4 and 687.5 be satisfied. If we are domiciled or have our principal place of business in the State of California, then we hereby expressly waive and relinquish all rights and benefits under Section 1542 of the California Civil Code, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.".

We are bound by this Release. We freely and voluntarily give this Release to you for good and valuable consideration and we acknowledge its receipt andsufficiency.

We represent and warrant to you that we have not assigned or transferred to any other person any claim or right we had or now have relating to or against you.

In this Release, each pronoun includes the singular and plural as the context may require.

This Release is governed by Kansas law.

This Release is effective____________________, 20   , notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the undersigned execute this Release:

By:__________________________________

Name:________________________________

Title:_______________________________

Date: _______________________________

(STATE OF____________________)

(COUNTY OF__________________)

The foregoing instrument was acknowledged before me this the__________day of ____________________, 20___, by_________________________________, who is personally known to me or has produced___________________as identification.

____
Signature of Notary

____
Printed Name of Notary

My Commission Expires: __________________

EXHIBIT “P” TO THE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT
(Retain this copy for your records)

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 Resource One International, Inc. offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York requires 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 for the payment of any consideration that relates to the franchise relationship.

Michigan requires 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 Resource One International, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency in Exhibit "F".

The franchisor is Resource One International, Inc., located at 9401 Reeds Road, Overland Park, KS 66207. Its telephone number is (913) 563-5773.

Issuance Date: April 17, 2018

The franchise seller for this offering is Ken Meeks whose principal business address is 9401 Reeds Road, Overland Park, KS 66207 and telephone number is (931) 563-5773.

Resource One International, Inc. authorizes the respective state agencies identified in Exhibit "F" to receive service of process for it in their particular state.

I received a disclosure document dated April 17, 2018 that included the following Exhibits:

Exhibit A	Financial Statements
Exhibit B	List of Franchisees and Area Representatives
Exhibit C	List of Franchisees Who Have Left the System
Exhibit D	Form of Confidential Operating Manual Table of Contents
Exhibit E	Form of Key-Employee Manager Confidentiality Agreement
Exhibit F	List of State Agencies/Agents for Service of Process
Exhibit G	Form of Franchise Agreement
Exhibit H	Form of Conditional Assignment of Telephone Numbers and Listings
Exhibit I	Form of Conditional Assignment and Assumption of Lease
Exhibit J	Form of Principal Owner's Guaranty
Exhibit K	Form of Principal Owner's Statement
Exhibit L	Form of Confidentiality, Non-solicitation and Non-competition Agreement for Franchise Agreement
Exhibit M	Franchisee Questionnaire
Exhibit N	State Specific and other Addenda and Riders
Exhibit O	Form of Release
Exhibit P	Receipts

______________________________ ______________________________

Date Received **Prospective Franchisee Signature**

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(Sign, Date, and return this copy to us)

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