FRANCHISE DISCLOSURE DOCUMENT

U.S. Postcard Systems, Inc.
a Delaware Corporation
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Tampa, Florida 33625
(813) 960-RSVP (7787)
www.RSVPPublications.com
franchise@rsvppublications.com

RSVP

The franchisee will operate an RSVP® direct mail service advertising business. The total investment necessary to begin operation of an RSVP Business ranges from $44,400 to $176,000 or more. This includes $30,000 to $120,000 or more, depending on the size of the Territory the franchisee purchases, that must be paid to the franchisor.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Zac Tropf at 6730 W. Linebaugh Ave. Suite 201, Tampa, Florida 33625 and (813) 960-7787 ext. 102 or by email at zac@rsvppublications.com.

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

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

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

Issuance Date: May 11, 2018

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state administrator before offering or selling franchises 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 franchise administrator listed in Exhibit A 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.

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

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN FLORIDA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN FLORIDA THAN IN YOUR OWN STATE.

2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA 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 MUST SIGN A DOCUMENT, SUCH AS A GUARANTEE, THAT MAKES YOUR SPOUSE LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN IF YOUR SPOUSE DOES NOT OWN ANY PART OF THE FRANCHISE BUSINESS. BOTH YOU AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, INCLUDING YOUR HOUSE, COULD BE LOST IF YOUR FRANCHISE FAILS.

4. YOU MUST MAINTAIN MINIMUM SALES PERFORMANCE LEVELS. YOUR INABILITY TO MAINTAIN THESE LEVELS MAY RESULT IN LOSS OF ANY TERRITORIAL RIGHTS YOU ARE GRANTED, OR TERMINATION OF YOUR FRANCHISE, AND LOSS OF YOUR INVESTMENT.

5. THE FRANCHISOR'S FINANCIAL CONDITION, AS REFLECTED IN ITS FINANCIAL STATEMENTS (SEE ITEM 21) CALLS INTO QUESTION THE FRANCHISOR'S FINANCIAL ABILITY TO PROVIDE SERVICES AND SUPPORT TO YOU.

6. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

See the following state effective date summary page for state effective dates.

STATE REGISTRATIONS

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:

California	**Maryland**
Illinois	**Indiana**
New York	**Rhode Island**

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

The Franchisor

The franchisor is U.S. Postcard Systems, Inc. This Disclosure Document will refer to U.S. Postcard Systems, Inc. as "we," "us," the "Company," or "USPCS." We refer to the person or entity that buys a franchise from us as "you." The U.S. Postcard Systems Franchise Agreement (the "Franchise Agreement") is attached as Exhibit C to this Disclosure Document. If you are a corporation, partnership, limited liability company, or other business entity, certain provisions of the Franchise Agreement also apply to your owners. Those provisions are noted.

We are a Delaware corporation. We were formed on October 2, 1998. Our principal business address is 6730 West Linebaugh Avenue, Suite 201, Tampa, Florida 33625. Our telephone number is (813) 960-RSVP (7787). Our website address is www.rsvppublications.com. We do business under our corporate name, "U.S. Postcard Systems, Inc.," the trade name "RSVP Publications," and the trade name and service mark "RSVP®."

We list our agents for service of process in Exhibit A to this Disclosure Document.

Our Parent, Predecessors and Affiliate

We have no parent company.

Our first predecessor was RSVP Publications, Inc. ("Publications"). Publications was a Nevada corporation incorporated in September 1990. From September 1990 through February 1998, Publications licensed others the right to operate direct mail advertising businesses using certain of the Marks (the "Licensed Businesses"). The Licensed Businesses were similar to RSVP Businesses (defined below). In March 1998, Publications assigned its rights in the licenses for the Licensed Businesses to RSVP Development Corp. (defined below). Publications was dissolved in 1999.

Our other predecessor and affiliate is RSVP Development Corp. ("Development"). Development is a Florida corporation incorporated on February 17, 1997. Development does business as "RSVP Publications." Development's principal business address is 6730 West Linebaugh Avenue, Suite 201, Tampa, Florida 33625, and its telephone number is (813) 960-RSVP (7787).

From March 1998 to the present, Development has operated as the assignee of the license agreements Publications assigned to Development. Development has not offered new licenses for Licensed Businesses. Of the 42 Licensed Businesses Publications assigned to Development, all but one is still operating (either with the same or new owners), one closed, and all remaining have converted to RSVP Businesses under agreements with us. Development sells certain mailings to RSVP Businesses. It also sells optional supplies to RSVP Businesses through the website www.rsvpsupport.com and assists us with administering the RSVP Insurance Trust Account. Development also owns and licenses certain of the Marks to us and provides management services to us. Development may also act as our designee to provide the Digital Asset Repository ("DAR")

and other electronic resources and databases that we may develop. Otherwise Development does not engage in any business. It does not offer franchises in this or any other lines of business.

We have no predecessors or affiliates other than Publications or Development; however, we may form or acquire other affiliates in the future if we believe it is in our best interests, or in the best interests of our franchisees or customers, to do so. You will see references in this Disclosure Document to our "affiliates." When you see such a reference, you should assume that we are referring to Development, to other affiliates we may form or acquire, or both.

Our Business

We grant franchises (the "Franchises") for the operation of direct mail advertising businesses ("RSVP Businesses") using our system standards, the trademarks and service marks "RSVP®," "Direct Mail To The Upscale®," "RSVP Elite®," and other trademarks, trade names, services marks, logos, designs, symbols, e-names, and copyrighted works, which we may designate from time to time and which we may change, alter, amend, or discontinue (collectively, the "Marks"). RSVP Businesses specialize in Direct Mail To The Upscale direct mail services. RSVP Businesses develop, sell, and distribute tasteful direct mail advertising in the form of full-color postcard decks, solo cards and internet site advertising targeted to wealthy homeowners. Over time, we may add additional advertising mediums to the products offered by RSVP Businesses.

You will operate your RSVP Business from a specific address in a defined territory (the "Territory"). RSVP Businesses operate using the Marks and our distinctive business formats, methods, procedures, standards, specifications rules, confidential information, and trade secrets, all of which we may add to, delete from, or modify (collectively, the "System Standards").

We, ourselves or through our designee, may operate a digital asset repository for the storage and access of digital assets (images) and may require RSVP Businesses to participate in it.

We do not engage in any other business activity. RSVP Businesses participate as part of our network of RSVP Businesses, suppliers, customers, and affiliates (the "System"). We have offered Franchises for RSVP Businesses since we were incorporated on October 2, 1998. We do not ourselves operate RSVP Businesses.

Regulatory Matters

Other than laws, rules and regulations that govern businesses generally, we are not aware of any specific regulations governing the sale of our franchisees' services. Your RSVP Businesses will be subject to various federal, state, and local laws and regulations, including federal, state, and local safety, fire, sanitation, smoking, employment, discrimination, sexual harassment, licensing, zoning, land use, construction, and environmental laws and regulations.

You must obtain and maintain all licenses, certification registrations, training, and approvals required to operate your RSVP Business. If you do not do so, you could lose your right to operate or have your right to operate suspended. You may pay some of your personnel the prevailing federal or state minimum wage, so increases in the minimum wage may increase your labor costs. Tax laws and state workers' compensation insurance laws may affect your RSVP

Business and the manner in which you contract and interact with employees or independent contractors. You are responsible for determining the applicability of any state or local sales or use tax, and you are responsible for collecting and paying state or local sales or use taxes on the products or services you offer, if required in your state or locality. The Americans with Disabilities Act of 1990 (the "ADA") requires readily-accessible accommodations for disabled people and, therefore, may affect your RSVP Business' operations and construction. You will need to comply with the ADA and various other state and federal anti-discrimination laws that will affect the way in which your RSVP Business is operated, as well as its physical layout. You should consult with your attorney concerning these laws as well as laws and ordinances that may affect your RSVP Business' operations.

The United States enacted the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (the "Patriot Act"). We are required to comply with the Patriot Act. To help us comply with the Patriot Act, you must confirm for us that neither you nor your directors, officers, shareholders, partners, members, employees, or agents are: (i) suspected terrorists; (ii) persons associated with suspected terrorists; or (iii) under investigation by the U.S. government for criminal activity. You may review the Patriot Act and related regulations at http://www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html.

Competition

The services RSVP Businesses sell are well-recognized by consumers and widely available from other sources. The market for our franchisees' services is well-developed. You should assume that you will face significant competition and that local independent businesses and local, regional, national, and international chains will compete with you.

ITEM 2
BUSINESS EXPERIENCE

President & Founder: Dave Tropf

Mr. Dave Tropf has been our Director since our inception in October 1998. Mr. Dave Tropf has also been President and a Director of Development from its inception in February 1997 and was President of RSVP Publications from its inception in September 1990 to February 1998. Mr. Dave Tropf founded RSVP Publications in 1985.

COO: Zac Tropf

Mr. Zac Tropf has been our COO since January 2010. Prior to his election to COO, he was our Director of Operations from 2000 to December 2009. Mr. Zac Tropf also serves as a Director of Franchise Development and Trainer. Mr. Zac Tropf is the son of Mr. Dave Tropf.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this item.

ITEM 5
INITIAL FEES

Franchise Fee

You will pay us an initial franchise fee (the "Franchise Fee"). The amount of the Franchise Fee will be based on the number of homes in your Territory. If your Territory has 200,000 or more wealthy homes, we will work with you to agree on the amount of the Franchise Fee; however, the amount will not be less than $120,000. If your Territory has fewer than 200,000 wealthy homes, the Franchise Fee is as follows:

Number of Wealthy Homes in Territory	Amount of Initial Franchise Fee
200,000 or more	$120,000 or More
100,000	$60,000
75,000	$45,000
50,000	$30,000

During our fiscal year ended January 31, 2017, the Franchise Fee ranged from $30,000 to $75,000. Although we do not generally grant Territories with fewer than 50,000 wealthy home addresses or more than 200,000 wealthy home addresses, we may do so.

You must pay us the Franchise Fee in a lump sum by certified funds when you sign the Franchise Agreement.

The Franchise Fee for Territories having fewer than 200,000 wealthy home addresses is uniform in all cases. The Franchise Fee for Territories having 200,000 or greater wealthy home addresses varies depending on our determination of the strategic importance, demographics, and growth potential of the Territory.

We may finance a portion of the Franchise Fee as provided in Item 10 below.

We incur significant administrative and other expenses in granting your Franchise. Our expenses include attorneys' fees for preparing your Franchise Agreement, travel and communications expenses, and opportunity costs related to our lost or deferred opportunities to grant franchises to others while we are granting your Franchise. As a result, the Franchise Fee is not refundable unless we refuse to enter into the Franchise Agreement with you.

Asset Purchase Fees

If you are purchasing an existing RSVP Business from us or from one of our affiliates, your purchase will be governed by the Asset Purchase Agreement substantially in the form attached as Exhibit H to this Disclosure Document. It is your responsibility to consult with legal

counsel to ensure the legality and enforceability of each term of the Asset Purchase Agreement with regard to your purchase. You must pay the shipping costs related to the assets. The total purchase price will be determined following a financial review of the RSVP Business you are purchasing. We may require you to pay the transfer fees under the Franchise Agreement and our costs in evaluating the transaction and determining whether to permit the transfer, and you must pay the selling RSVP Business the amount it charges for its assets (collectively, the "Asset Purchase Fees").

Except as described above, we do not require you to pay us or any affiliate of ours any fees for products or services you purchase from us or them before you open your RSVP Business.

ITEM 6
OTHER FEES

Type of Fee(Note 1)	Amount	Due Date	Remarks
Royalty	7% of your prior week's Gross Sales(Note 2)	On the Tuesday following the close of the preceding calendar week	You must pay this to us or our designee.
National Marketing Fee	1% of your prior week's Gross Sales	On the Tuesday following the close of the preceding calendar week	We currently do not collect a National Marketing Fee, nor do we conduct national or regional marketing, at this time. If we elect to conduct national or regional marketing, we will notify you, and you must begin paying the National Marketing Fee.
Insurance Fees	$600 the first year; then each year thereafter, the greater of $600 or an amount we determine based on a share of the total cost of obtaining the insurance in proportion to your annual Gross Sales as compared to the Gross Sales of all participating RSVP Businesses	First year fee: due on signing of the Franchise Agreement Each year thereafter: due by the 10th day following our invoice to you	The "first year" is from the date of your Franchise Agreement until the end of the first year of the RSVP Insurance Trust Account (currently May 10th of each year).
Monthly Sales Training Fee	$300 per month (or $3,600 annually)	As incurred	Compensation for having a sales training consultant consult with you once a month on ongoing activities.

Type of Fee[Note 1]	Amount	Due Date	Remarks
Additional Training	Varies under circumstances	As incurred	For planning purposes, you should assume that we will charge $100 to $150 an hour. You must also pay all our trainer's travel and living expenses.
Internet Service Charge for web Sites and Internet-based franchise management tools	Varies under circumstances	May be due initially and periodically, at the times we designate	We do not presently charge for the use of our web portal, other electronic resources or databases, e-commerce activities, or any other related web sites, but we may do so at any time. We may require you to participate in e-commerce activities and may require you to pay these fees to our designee.
Special Assistance - Per Diem Fee	$400 per day plus travel and living expenses	On receipt of invoice	In addition to the Additional Training fees charged, we charge a daily fee for special assistance we provide at your request. You must also pay all travel and living expenses of our personnel.
Operations Manual Replacement Charge	$1 per page for damaged manuals plus $10 per page penalty for lost manuals	Prior to our giving you another copy of our Operations Manual	
Transfer Fee	$5,000, adjusted for inflation	As incurred	Compensates us for some of the expenses we incur related to the transfer, like attorneys' fees and other assistance we provide the transferee, and for our losses as a result of the transferee's learning curve.
Renewal Fee	$5,000, adjusted for inflation	At time of renewal	Compensates us for the costs and out-of-pocket expenses, including legal fees, we incur in connection with renewal.
Audit[Note 3]	$2,080 per day, plus travel expenses	On receipt of invoice.	

Type of Fee[(Note 1)]	Amount	Due Date	Remarks
Interest on Late Payments	The highest rate allowed by law, subject to applicable state law.	Must accompany payment of past-due amount	Interest begins from the date of non-payment; payable on all overdue sums. You are responsible for calculating all interest you owe and providing a copy of your calculation to us.
Indemnification	Varies under circumstances	As incurred	You must reimburse us for losses from claims, damage, or lawsuits related to your operation of your RSVP Business.
Costs and Attorneys' Fees	Varies under circumstances	As incurred	You pay these fees only if you fail to comply with the Franchise Agreement or if there are other claims related to our relationship.

Explanatory Notes:

1. Unless we note otherwise, we impose all fees and all fees are payable to us. All fees are nonrefundable, except in the case of overpayment or similar error. We may require you to pay certain fees by automatic debit. To facilitate the automatic debit, you must sign the documentation your bank requires. You must make all payments to us or any affiliate of ours in United States Dollars.

2. "Gross Sales" means all revenue you derive from operating your franchise, including all amounts you receive in, at, from, arising out of or away from the business, including sales shipped directly to customers, and whether from cash, check, barter, trade-in, credit transactions, or otherwise, and whether from sales, rentals, services performed, or special orders, and whether from wholesale, retail, export, or otherwise. You may exclude from your Gross Sales: (i) all federal, state, or municipal sales taxes, use taxes, or service taxes you collect from customers and pay to the appropriate taxing authority; (ii) customer refunds, adjustments, credits, and allowances you actually make in compliance with the RSVP System Standards, and (iii) barter specifically used in connection with the development of your business.

3. We have the right to inspect or audit your books and records. In the event such inspection or audit is made necessary by your failure to furnish reports, supporting records or other information as herein required, or to furnish such items on a timely basis, you must reimburse us for the reasonable cost of the inspection or audit, including the charges of attorneys and independent accountants, and the travel expenses, room and board, and compensation of our employees. These remedies are in addition to our other remedies and rights under the Franchise Agreement and applicable law. All fees are uniformly imposed.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**Refundable**	**To Whom Payment Is Made**
Franchise Fee(Note 1)	$30,000 - $120,000	Lump sum except as shown in Item 10	On signing Franchise Agreement	(Note 1)	Us
Insurance Fee (Note 2)	$600	Lump sum	On signing Franchise Agreement	No	RSVP Insurance Trust Account
General Liability Insurance(Note 2)	$0 - $1,000	Lump sum payment of first year premium	Before you begin operations	No	Third parties
Equipment(Note 3)	$850 - $5,500	As agreed	As agreed	No	Third parties
Automobile/Transportation(Note 4)	$3,000 - $7,500	As agreed	As agreed	No	Third parties
Support Person(Note 5)	$0 - $10,400	As agreed	As agreed	No	Third parties
Computer(Note 6)	$2,000 - $3,000	As agreed	As agreed	No	Third parties
Startup Promotion((Note 7)	$3,000 - $6,000	As agreed	Initial 5 months of operations	No	Third parties
Telephone(Note 8)	$1,950 - $2,500	Term as agreed	As agreed	No	Third parties
Office Rent(Note 9)	$0 - $4,500	Monthly	1st of the month in advance	No	Third parties

YOUR ESTIMATED INITIAL INVESTMENT					
Type of Expenditure	**Amount**	**Method of Payment**	**When Due**	**Refundable**	**To Whom Payment Is Made**
Additional Funds - 6 months[Note 10]	$3,000 - $15,000	As agreed	As agreed	No	Third parties
TOTAL[Notes 11, 12, 13]	$44,400 - $176,000+				

Explanatory Notes:

1. The Franchise Fee will range from $30,000 to $120,000 or more depending on the Territory chosen. It is non-refundable. If you meet our criteria for creditworthiness, we may finance the Franchise Fee. See Item 10 of this Disclosure Document.

2. You must purchase errors and omissions insurance from us or our designee for $600 in accordance with the RSVP Insurance Trust Agreement. We do not require you to purchase liability insurance, but you may wish to do so. You should consult with your insurance advisors regarding the type of insurance and the coverage levels that may be appropriate for you.

3. We intend to grant Franchises to existing businesses or home-based businesses that would already have most, if not all, of their basic office, sales, administrative, cleaning, and office maintenance equipment and supplies. However, you will need to obtain certain basic office equipment, like a facsimile machine and photocopier to conduct business. You may already have many of these items available at your existing business or home. The low range of this estimate assumes that you already have most items you will need. The high range assumes that you purchase new, but moderate to low-priced, equipment and supplies.

4. You will need to be able to travel to clients' locations to promote sales of products and services you sell. Most prospective RSVP Businesses will already have a suitable vehicle for use in a sales oriented business: e.g., a sedan, compact car, or minivan. The cost to purchase or lease a new or used sedan, compact car, or minivan may vary widely, depending on condition, style, options, and manufacturer. The low range of this estimate assumes you already own a suitable vehicle. The high range assumes that you will finance the purchase of an inexpensive used vehicle at a capital cost of no more than $6,000. If you purchase additional vehicles or a more expensive vehicle, your costs could be considerably higher. Financing or leasing a vehicle reduces your start-up costs as opposed to paying for the vehicle in cash.

   We do not estimate total financing costs, which could increase the total investment. We do not finance the purchase of the vehicle. However, compared to paying for the vehicle in cash, financing the vehicle (excluding deposits or down payments) will reduce your initial cash expenditures during the initial investment period due to a monthly payment structure.

The low and high ranges assume you finance one vehicle with good credit and a minimal or "zero down" deposit/down payment, and include fuel and maintenance costs. This estimate also includes your annual motor vehicle's insurance, fuel, maintenance, taxes, and licensure costs prorated over a 3-month period.

5. You may need to hire one part-time individual to provide you with administrative support. The person you hire may be an employee or an independent contractor. The table assumes you hire an independent contractor; if you hire an employee, your costs will be higher.

6. You will need a computer and a server to operate your RSVP Business. We estimate that the cost of the computer and related computer equipment will be between $2,000 and $3,000. We may also charge you our then-current fees for use of web sites and Internet-based franchise management tools we may offer or require. We have not included them in this estimate because, as of the date of this Disclosure Document, we have not charged for them. We may begin charging you for them on notice to you.

7. Start-up and promotion expenditures include the cost of stationary, promotional materials, and promotional mailings to potential customers on the potential customer database, plus postage.

8. You must obtain at least one regular telephone, at least one cell phone or pager, local telephone service, and long distance service. We recommend that your telephone service provide at least 2 separate lines. These items and services should cost between $1,950 and $2,500. The estimate assumes a $300 deposit plus installation and the initial 6 months of service.

9. Nearly all RSVP Businesses will operate out of existing businesses or homes; therefore, we did not include the cost of rent in the low range of the estimate of Total Estimated Initial Investment. You may wish to obtain new or additional commercial office or storage space. RSVP Businesses that operate from commercial space are typically located in and operated out of an office in a lower-cost commercial complex. Space needs are minimal because most of your services will be performed at customer or public locations. However, if you activities are not integrated into existing space, the minimum requirements to operate it would be a small office (10' x 12'), which could also be used for the primary business endeavor and a small amount of climate-controlled storage space to maintain an adequate supply of office products (with light-duty shelving). Rental of such space should cost no more than $4,500 during your first 3 months of operation, including deposits and minimal leasehold improvements made part of the rental rate. Because our business model assumes that most RSVP Businesses will operated out of a home or existing business space: (i) we do not suggest that you spend discretionary monies on unnecessary capital improvements to your existing office or storage facility; and (ii) we have not included costs of rental deposits, security deposits, construction, leasehold improvements, or any other real estate or site selection or acquisition costs in the low range of these estimates. If you decide to renovate a new or existing commercial or home office or commercial space, your costs could be significantly higher. The high range of these estimates assumes that you will need a minimal amount of leasehold improvements (like shelving).

10. The expenses in this Item 7 are estimates of your initial investment in one business before you begin operations and expenses for the first six months thereafter. You may have additional expenses in starting the business. Your costs will depend on how closely you follow the RSVP System Standards, your management skill, experience, and acumen, local economic conditions, the acceptance by local consumers of our approved services, prevailing wage rates, competition, and other factors. We have not included any expenses to purchase real estate. We do not require you to acquire real estate, other than your lease, if any, to operate your RSVP Business.

11. We relied on our and our predecessors' experiences in compiling these estimates. You should review these figures carefully with your legal and business advisors before you make any decision to purchase the franchise. If you are acquiring an existing RSVP Business, we have not included any expenses for the goodwill or going-concern value of the business. Many of the expenses listed in the table are not within our control and are determined more by general and local economic conditions than our actions. A bank or other lending institution may finance all or a part of your investment on terms we cannot estimate. The availability and terms of financing will depend on factors like the availability of financing, your creditworthiness, collateral you may have, lending policies of your financial institution, and local economic conditions.

12. If you purchase your RSVP Business from another franchisee, your costs may be significantly higher, depending on your agreement with the selling franchisee.

13. We do offer financing for the initial franchise fee. See Item 10 for additional details.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The following table summarizes the approximate percentages of your purchases of equipment and supplies through sourcing restrictions, based on the nature of the restriction.

Place of Business	Required Purchases:		
	From Us	From an Approved Supplier	In Accordance with Our Specifications and Standards
Establishment	0%	Less than 1%	4% to 19%
Operation	0%	0%	30%

Required Purchases From Us or Affiliates

You are not required to purchase any supplies directly from us or our affiliates. We may require you to use and pay a fee for software we specify in order to access and use any electronic resources or databases me may develop. See Item 6 of this Disclosure Document.

You are not required to purchase insurance from us. We do, however, require you to purchase the RSVP Insurance Trust Account insurance services from our affiliate, Development. We and Development do not treat the Insurance Fees as revenues, because all Insurance Fee

monies received are expended on the purchase of insurance through the RSVP Insurance Trust Account. Development collects the premiums on behalf of the insurer, but we and Development do not retain any Insurance Fees or collect a commission. See our financial statements attached as Exhibit B to this Disclosure Document.

Approved Suppliers

We may require that you purchase certain items from suppliers that we designate or approve, which may be limited to or include us or our affiliates (the "Approved Suppliers"). We will not provide you with any material benefits (e.g., renewal or the granting of additional franchises) based on your use of Approved Suppliers. Other than the RSVP Insurance Trust Account services, we do not presently require you to purchase any goods or services from Approved Suppliers, although we reserve the right to do so. We do not make any express or implied warranties with respect to any products, services, equipment, materials, or supplies, or other inventory, and ancillary products, services, and related items we recommend or designate for your use. We anticipate that required purchases from Approved Suppliers will represent less than 1% of the cost to establish a RSVP Business and 0% of the cost to operate it.

Development, through RSVPsupport.com, supplies optional ancillary print media support products to our franchisees; e.g., ad kits, outside folders, inserts, oversized 4-color UV solo postcards (mailed or delivered in bulk), and graphic design and related services. Development's items meet our standards and specifications. We do not designate or approve suppliers of such items. You can buy such items from anyone, so long as those items also meet our System Standards. But, if you wish to purchase certain optional promotional materials bearing artwork and our Marks that we have created, you must buy them from Development. You can buy similar promotional materials bearing our Marks and artwork you create that meet our System Standards from anyone else.

We or our designee may operate RSVPAdmin.com or any other electronic resources or databases we may develop. We may require you to participate in RSVPAdmin.com or any other resources or databases we may develop, and may require you to use us or our designee for its services. As of the date of the Disclosure Document, we do not charge a fee for participation in RSVPAdmin.com or any other electronic resources or databases and do not require you to use them. However, we may, at any time, in our sole judgment, require you to participate in RSVP Admin.com or any other electronic resources and or databases and charge you our then-current fees for their use.

Neither we nor any persons affiliated with us is or are an approved supplier of any goods or services. None of our officers own an interest in any supplier.

Specifications and Standards

You must operate your RSVP Business according to our System Standards. Our System Standards may regulate, among other things, the types, models, and brands of products, equipment, supplies, services, or other inventory, and ancillary products, services, and related items to be used in operating your RSVP Business. We have strict standards and specifications for the advertising product you produce for your clients. These standards and specifications are contained in our

Operations Manual. In order to maintain the quality of the goods and services RSVP Businesses sell, and the reputation of the RSVP System, you must purchase or lease certain products, services, equipment, supplies, or other inventory, and ancillary products, services, and related items that meet our minimum standards and specifications. We don't control, designate, or approve who you purchase from or who produces items for you if the product meets our minimum standards and specifications. Our System Standards may require that you obtain third parties' consent to transfer copyrights to us. We anticipate that required purchases in accordance with our specifications and standards will be 4% to 19% of the cost to establish an RSVP Business and 30% of the cost to operate it.

Personnel

You must not hire any persons as employees, independent contractors, artists, consultants, or in any other capacity who refuse to sign and deliver to us the form we designate from time to time as the Training Election and Reimbursement Agreement (the "Training Agreement"). Our Training Agreement is attached as to this Disclosure Document as Exhibit I.

Changes to Suppliers

If you want to use any item that does not comply with System Standards or, in the event we designate Approved Suppliers, is to be purchased from a supplier that we have not approved, you must first submit a written request with sufficient information, specifications, and samples for our determination whether the item complies with System Standards. Based on information we obtain by inspecting and testing these samples, and other factors, we will determine whether the proposed suppliers, products, or services are acceptable. We will notify you of our decision within 30 days. We may choose to but are not required to make the criteria we rely on in making our determination available to you. You or the supplier must pay the reasonable cost of our inspection and testing, which will not exceed $5,000. We may revoke our approval at any time if the supplier, product, or service ceases to meet our then-current standards.

Yellow Page Advertising

We may require you to purchase a yellow page advertisement in each edition of the major local directory within the geographic area in which your RSVP Business is located. The ad must conform to our standards.

Insurance

You must purchase errors and omissions insurance from us or our designee in accordance with the RSVP Insurance Trust Agreement. When you do so, you are added to a master errors and omissions policy we or our designee maintain. We also advise you to obtain and maintain, at your own expense, such insurance coverage that your business advisors, legal counsel and insurance representatives advise you to acquire and maintain, but we do not require you to do so. Insurance costs vary depending on many factors, including geographic and market variation and your business history. The cost of insurance coverage will also vary depending on the insurance carrier's charges, terms of payment, and your history. We do not have sufficient information to accurately estimate your insurance costs. If you do obtain insurance, you must send us copies of all insurance policies and each of them must name us as an additional insured party. You should

review your insurance coverages and policies with your insurance agent or broker to determine if any or additional coverage is appropriate.

Other than the insurance purchased under the RSVP Insurance Trust Agreement, we do not endorse insurance carriers whose programs you have the option to participate in but we may do so in the future. We recommend that you obtain third-party liability insurance. Except for the Insurance Fees paid under the RSVP Insurance Trust Agreement, we derive no income from these insurance arrangements but reserve the right to receive an administrative fee or commission for our services in any such program in the future.

There are no purchasing or distribution cooperatives at this time.

We do not currently negotiate purchase arrangements with suppliers for the benefit of franchisees.

Except as described above, and except for the computer hardware and software you will use in the operation of your RSVP Business (see Item 11), the insurance under the RSVP Insurance Trust Agreement, purchases from Approved Suppliers (which we may designate in the future), participation in the DAR (if established), and purchases in accordance with our System Standards, we have no required specifications, designated suppliers, or approved suppliers for goods, services, or real estate relating to your franchise business. We will not otherwise derive revenue from your purchases or leases.

Bookkeeping and Records

You will establish and maintain a bookkeeping, accounting and record keeping system conforming to Our requirements, as may be periodically revised. You will submit monthly and annual reports, forms and records as specified in the Franchise Agreement or otherwise.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Agreement(Note 1)	Item in Disclosure Document
a. Site selection and acquisition/lease	Section 1.3	Item 11
b. Pre-opening purchases/leases	Sections 2.4, 3.7	Item 5, 8, 11
c. Site development and other pre-opening requirements	Sections 2.4, 3.7	Item 11
d. Initial and ongoing training	Section 3; Training Agreement generally	Item 11

Obligation	Section in Agreement(Note 1)	Item in Disclosure Document
e. Opening	Section 3	Item 11
f. Fees	Section 1.4, 2, 3.2, 3.5, 3.6, 8.2, and 9.2; Training Agreement, Section 2	Items 5, 6
g. Compliance with standards and policies/operating Manual	Sections 3.6, 6	Item 11
h. Trademarks and proprietary information	Section 4; Confidentiality Agreement, Section 1	Items 13, 14
i. Restrictions on products/services offered	Section 6	Item 16
j. Warranty and customer service requirements	No specific provision	Not applicable
k. Territorial development and sales quotas	Section 10.2, 12	Item 12
l. Ongoing product/service purchases	Section 6	Item 8
m. Maintenance, appearance and remodeling requirements	No specific provision	Not applicable
n. Insurance	Section 12.1	Item 7,8
o. Advertising	Sections 2.4, 2.5, 2.6	Item 6
p. Indemnification	Section 12.3	Item 6
q. Owner's participation/management/staffing	No specific provision	Item 15
r. Records and reports	Section 7	Item 8, 11
s. Inspections and audits	Section 8	Item 11
t. Transfer	Section 9	Item 17
u. Renewal	Section 1	Item 17
v. Post-termination obligations	Section 10.4	Item 17
w. Non-competition covenants	Sections 5, 11; Confidentiality Agreement, Section 2	Item 17
x. Dispute resolution	Section 13; Confidentiality Agreement, Section 9; and	Item 17

Obligation	Section in Agreement[Note 1]	Item in Disclosure Document
	Training Agreement, Sections 4, 5, and 6	

Explanatory Notes:

1. All references are to the Franchise Agreement unless otherwise noted.

ITEM 10
FINANCING

Summary of Financing We Offer:

Item Financed (Source)	Initial Franchise Fee[Note 1]
Amount Financed	Generally 50%; Minimum $30,000[Note 2]
Down Payment	Generally 50%; Minimum $30,000[Note 2]
Term (Months)	48 Months[Note 1]
Annual Percentage Rate	12%, subject to applicable state law[Note 3]
Monthly Payment	Varies Depending on Amount Financed
Prepayment Penalty	Note[Note 4]
Security Required	Partner or Shareholder Guaranty and Pledge of Franchise[Note 5]
Liability on Default	Late Penalty; Acceleration of Amounts Due; Fees[Note 6]
Loss of Legal Rights on Default	Waiver of Trial by Jury and Right to Interpose any Defense, Set-Off, or Counterclaim of any Nature or Description[Note 7]

Explanatory Notes:

1. We may offer financing to qualified prospective franchisees in our sole discretion. We offer financing only to franchisees who purchase at least a $60,000 territory (see Item 5 of this Disclosure Document). We may finance up to 50% of the initial franchise fee, with a minimum down payment of $30,000. See Note 2, below. The amount of the Initial Franchise Fee we finance will be shown in a Promissory Note. That amount will be payable over a term of 48 months in equal monthly installments at the rate described in Note 3, below, on the unpaid principal. You will secure the amount you owe under the Promissory Note by giving us a security interest in your assets, including your franchise. We reserve

the right to change the terms, interest rate, and amounts we may offer to finance. A copy of our forms of Promissory Note and Security Agreement are attached to this Disclosure Document as Exhibit D.

2. For qualified franchisees, 50% maximum financed with minimum 50% down.

3. We will not require you to pay interest or principal during the initial 6 months. You will pay interest only during the second 6 months. You will pay principal and interest beginning during month 13 in arrears, i.e., payment due on the first day of the fourteenth (14th) month. The interest rate for a 48-month note will be 12% per annum, compounding monthly.

4. If your Franchise Agreement terminates during any time in which you owe us sums under any note, we may forgive the principal balance remaining due if: (i) you agree to and comply with a 48-month covenant not to compete, (ii) you pay in full all obligations to our satisfaction, (iii) you sign a general release; and (iv) during such 48 months, you have not otherwise defaulted under the terms of the agreement. No interest will be due on the principal we forgive.

5. If your business is a corporation, partnership, limited liability company, or other legal entity, your shareholders, partners, members, or other equity holders must guarantee payment of the Promissory Note (see Exhibit D to this Disclosure Document and Schedule C to the Franchise Agreement).

6. If you do not pay on time, we can charge a late penalty. In the case of nonpayment or other default under the Promissory Note, we can require immediate payment of all amounts due us, may terminate the franchise, and may collect our reasonable attorneys' fees and all costs and expenses of collection.

7. In any litigation arising out of or related to the Promissory Note, you waive trial by jury and the right to interpose any defense, set-off, or counterclaim of any nature or description.

8. If we sell or assign our rights under the Promissory Note, you may lose all of your defenses against the lender as the result of sale. (Financing Agreement, Section 11) Although we have no plans to sell, discount, or assign to third parties all or part of the Promissory Note, we reserve the right to do so.

9. We do not offer financing that requires you to waive notice or confess judgment.

10. We do not arrange financing from other sources. We do not receive direct or indirect payments for placing financing. We do not guarantee your obligations to third parties.

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

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

Services Before Opening

Before you open your RSVP Business, we will:

(1) Grant you a franchise to be operated from a specific location in a specific territory (Franchise Agreement, Section 1.3).

(2) Provide a startup promotion program (Franchise Agreement, Section 2.4).

(3) Provide a ten (10) day pre-opening training program for you and up to one (1) additional employee (Franchise Agreement, Section 3.1).

(4) Provide you with general guidance regarding operating issues (Franchise Agreement, Section 3.3).

(5) Provide you with a copy of our Operations Manual (Franchise Agreement, Section 3.6). We will permit you to view our Operations Manual before you buy the franchise.

(6) Provide you with lists of specifications for the inventory, furniture, fixtures, software, equipment, and supplies you will need to buy before you begin operating (Franchise Agreement, Section 3.7).

(7) Administer the RSVP Insurance Trust Account (Franchise Agreement, Sections 2.1 and 12.1).

Services During Operation

During the operation of your RSVP Business, we will:

(1) Provide you with general guidance and assistance regarding operational issues (Franchise Agreement, Section 3.3).

(2) On an ongoing basis, our representative may meet with you in your Territory periodically to give you guidance in operating the franchise. We may visit and inspect your principal place of business. (Franchise Agreement, Section 3.4).

(3) At your request, furnish additional guidance and assistance and, in exchange, may charge the per diem fees and charges we establish. If you request, or if we require, additional or special training for your employees, you will pay all of the expenses that we incur in connection with the training, including per diem charges and travel and living expenses for our personnel (Franchise Agreement, Section 3.5).

(4) If we establish the National Marketing Program, we will operate it in the manner we determine to be in the interests of the RSVP Franchise System (Franchise Agreement, Section 2.6).

(5) Administer the RSVP Insurance Trust Account (Franchise Agreement, Section 2.1).

(6) We will administer RSVPAdmin under the rules and procedures we establish, or our designee will do so (Franchise Agreement, Section 6.5).

Training

Before or shortly after you open your RSVP Business, we will provide Initial Training in the form as described in the chart below for up to 2 people. We offer the Training Program on an as-needed basis. At least 1 person must complete the Initial Training to our satisfaction, but successful completion of Initial Training is not a prerequisite to opening your RSVP Business. We may require that 2 persons complete the Initial Training. We will provide you with approximately 10 consecutive days of Initial Training at our designated training facility in Tampa or at an operating RSVP Business. Class time may vary depending on the number of people attending, however, complete training is provided to all new franchise owners. There are no additional fees for this training for up to two trainees. You are, however, responsible for travel and living expenses that your trainees incur while attending the training program. We may provide additional or special training for additional persons or for additional periods, for our then-current per diem fees per person trained or per trainer, as we determine, per day, plus expenses. (Franchise Agreement, Sections 3.1 and 3.2) We require your trainees to sign the Training Agreement. The Training Agreement is attached as Exhibit I to this Disclosure Document. You must participate in all Initial Training as well as other activities required to operate the RSVP Business. You may be required to attend refresher training at our location or another location that we designate.

We will provide pre-opening training substantially as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training(Note 1)	Location
Introduction and Welcome; Understanding the Confidential Operations Manual	3	0	RSVP Corporate
Overview of Our Business; Our Management Support Personnel	2	0	RSVP Corporate
Before You Open	3	0	RSVP Corporate
Selling Our Services to Client Advertisers	4	0	RSVP Corporate
Selling and Servicing Existing Clients	4	0	RSVP Corporate
Collecting the Check	2	0	RSVP Corporate

Subject	Hours of Classroom Training	Hours of On-The-Job Training(Note 1)	Location
Marketing	4	0	RSVP Corporate
Growing Your Business	3	0	RSVP Corporate
Technical Details	2	0	RSVP Corporate
Computer Systems	7	0	RSVP Corporate
Policies and Procedures	3	0	RSVP Corporate
Checking Your Understanding	1	0	RSVP Corporate
Home or Office Setup Assistance	2	0	RSVP Corporate
Forms and Selling	2	0	RSVP Corporate
Material Review	2	0	RSVP Corporate
Pricing	2	0	RSVP Corporate
Prospecting in Your Territory	8	0	RSVP Corporate
Telemarketing	8	0	RSVP Corporate
Sales Appointments	8	0	RSVP Corporate
Cold Calling	8	0	RSVP Corporate
Sales Appointments and Cold Calling	8	0	RSVP Corporate
Checking Your Understanding	4	0	RSVP Corporate
Wrap-Up and Review	4	0	RSVP Corporate

Explanatory Notes:

1. It is the nature of this business that there is full integration of the subjects we teach and that there are no clear beginning and ending times. At our discretion, the timing of the training may be condensed for an appropriate pace for the class.

2. The instructors for the training described above will typically be Zac Tropf or another person we may designate. Mr. Zac Tropf is our COO and has been with us for over 11 years. He has taught training classes for 10 years.

Advertising and Marketing Program

We may institute a regional and national marketing program (the "National Marketing Program" or "NP"), on 30 days' notice to you. If we do so, you will pay us a national advertising fee equal to 1% of your Gross Sales per Accounting Period (the "Ad Fee"). As of the date of this Disclosure Document, we have not yet instituted the National Marketing Program. There are no

specific provisions in the Franchise Agreement that limit our use of Ad Fees. There are no advertising cooperatives or franchisee councils involved in the advertising process. We do not intend for this money to be used to solicit the sale of RSVP franchises, however, we reserve the right to do so. Franchisees' Ad Fees will be a uniform percentage of Gross Sales. Neither we nor our affiliates receive payment for providing goods or services purchased with Ad Fees (Franchise Agreement, Section 2.6). There are no other advertising funds in which the franchisee is required to participate. Samples of all advertising, promotional and marking materials which we have not prepared or previously approved must be submitted for approval before you use them. You may not use any advertising or promotional materials that we have disapproved.

We may use the funds contributed to the national marketing fund, in our sole discretion, for market studies, technology development, advertising and public relations, product and service development, to produce materials, prepare miscellaneous artwork, conduct print, radio and/or television advertising, implement customer service programs or conduct consumer research on a national or regional level, employ an in-house or outside advertising agency and funding any other direct or indirect marketing activity, including funding or operating a charitable foundation or other charitable entities or activities, and administrative costs, which may include reimbursement for direct administrative and personnel costs associated with advertising and public relations, and any other costs associated with the development, marketing and public relations materials, and for the purchase of media placement, advertising time and public relations materials in national, regional or other advertising and public relations media in a manner determined by us, in our sole discretion, to be in the best interest of the franchisees and the System.

We do not, however, guarantee that the amounts you remit to us will be used in your marketing area or that our placement activities will be on a pro rata basis.

Our company and affiliate owned locations will not be required to contribute to the national marketing fund on the same basis as franchisees. An unaudited statement of the operations of the national marketing fund will be prepared each year and, upon request, will be available to you. We also reserve the right, but are under no obligation, to obtain and pay for audited financials. Any contributions not used during the current year will be carried over into the next year's budget.

Computer System

The computers we require you to use in the day-to-day operation of your RSVP franchise are a computer workstation, a server, using either a Windows or Macintosh platform, and a high-speed Internet connection. You will use the required computer system to store all client information, invoices, reports, etc. See Items 5, 6 and 7 of this Disclosure Document for more information regarding the function and cost of purchasing, licensing, upgrading, or transferring computer hardware and software items. As noted in Item 7, note 8, we estimate that your costs to purchase the computer and related equipment to be between $2,000 and $3,000.

Our approved suppliers have their own policies for service and maintenance as well as hardware and software upgrades. We have no direct obligations to provide ongoing maintenance, repairs, upgrades, or updates. You must upgrade the hardware and software periodically. The annual cost of this maintenance, upgrading and updating will be up to $1,500.

We have the right, as often as we deem appropriate, including on a daily basis, to access your computer systems that you are required to maintain in connection with the operation of the RSVP franchise and to retrieve all information relating to your RSVP Business's operations. These computer systems may include any information we deem appropriate and there is no contractual limitation on our right to access this information. You must follow all of our policies and procedures relating to use of websites, e-commerce, and like matters. (Franchise Agreement, Section 6, 7.2, and 8.1.)

Site Selection

Other than as disclosed in Item 12 below, we do not select the site for your RSVP franchise or approve an area within which you select a site, nor do we approve a site selected by you for your RSVP franchise.

Operations Manual

The table of contents for our Confidential Operations Manual is set forth in Exhibit G to this Disclosure Document.

Time to Opening

We estimate the length of time between the signing of the Franchise Agreement or the first payment of consideration for the RSVP franchise and the commencement of operations of the RSVP franchise is 90 to 120 days. Matters that may affect the time period include your ability to obtain financing, and delays in purchasing or installing your furniture, fixtures, equipment, software, and other items you use in the course of operating your RSVP Business. You must commence operation of your RSVP Business within 120 days after you sign the Franchise Agreement. The pre-opening training program will be conducted at our mutual convenience during this time period.

ITEM 12
TERRITORY

We will grant you a specific geographic area (the "Territory") in which to operate your RSVP Business. Our formula for determining the size of your Territory, as shown in Item 5 of this Disclosure Document, is a geographic area defined by recognized state, county, or municipal lines; zip code numbers; or some combination of them, normally containing at least 50,000 wealthy home addresses based on public records including tax assessor records and other sources of home address information available to us from demographic services. Your Territory may be up to 200,000 wealthy home addresses (or more) depending on your ability to operate a larger Territory and your ability to pay the applicable Initial Franchise Fee. You may not solicit or accept orders from customers outside of your Territory. You do not have the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing, to make sales outside of your Territory.

We may establish, and may authorize third parties to establish, RSVP Businesses anywhere outside the Territory on any terms and conditions we deem appropriate. We may sell our services, using the Marks or any other marks, inside or outside the Territory, through distribution channels

other than RSVP Businesses. We may maintain as customers those accounts that we designate as national accounts (the "National Accounts"), whether they are located inside or outside of your Territory, and may require you to insert in each of your postcard mailers up to four additional cards for these National Accounts. We will reimburse you for the direct printing press charges if we require you to insert cards for National Accounts. Where we receive cash from the National Account for the inserts, we also will pay you $5 per 1,000 circulation. Our receipt of remuneration other than cash from a National Account for these inserts does not obligate us to pay you in kind. We may also require you to insert a System identity card to promote the RSVP System services. We will reimburse you for the System identity card's actual printing costs. We may, by giving notice, develop e-commerce-related and website-related policies that you must follow and that may have an effect within your Territory. These policies, if implemented, will be implemented based on our good faith business judgment of the best interests of the System, but they may have a negative impact on your RSVP Business.

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

The continued right of your Territory does depend on your sales quotas and production quotas. We require that during each 12-month period after you complete Initial Training that you produce a minimum of 4 mailers. Additionally, we require that during each 12-month period after you complete Initial Training that you reach or surpass an agreed upon minimum gross revenue per 12-month period. Appendix A to your Franchise Agreement will show the agreed upon current minimum marketing levels (the "MMLs") for your Territory at the time we grant you your franchise. Your first year begins when you have completed Initial Training. Your failure to maintain MMLs gives us the right to terminate your franchise.

The definition of your Territory, as well as any other Franchise Agreement terms, may not be changed without our and your written consent. You do not receive the right to acquire additional franchises in your area.

You may relocate your RSVP Business only with our written approval.

ITEM 13
TRADEMARKS

We grant you a license to operate your Franchised Business under the Mark "RSVP®" and to use other Marks we designate. Our affiliate, Development, has registered the following Marks and filed all required affidavits with the U.S. Patent and Trademark Office (the "PTO") Principal Register:

Mark	Registration Number	Registration/ Renewal Date	Register
RSVP	2472691	09/16/2010	Principal
RSVP Elite	2515257	01/06/2011	Principal
Direct Mail to the Upscale	2528722	01/18/2011	Supplemental

Mark	Registration Number	Registration/ Renewal Date	Register
RSVP Home and Living	4439616	11/26/2013	Principal
R	5293840	09/26/2017	Principal
R	5293839	09/26/2017	Principal

Development has granted us a license to use the Marks. Development's license to us is perpetual, and Development cannot terminate our use of the Marks unless we fail to protect them or if we file for or become a debtor in bankruptcy.

You must follow our operating procedures when you use the Marks. You cannot use the Marks or any other trademark or service mark as part of your corporate name. However, you may use "RSVP" in your names you register as doing business under a fictitious name. You may not use the Marks in any advertisements for the sale of your RSVP Business.

There are no presently-effective determinations of the PTO, the Trademark Trial and Appeal Board, the Trademark Administrator of any state, or any court, that materially limit your right to use any Mark. There is currently no pending interference, opposition, or cancellation proceeding, nor any pending material litigation, involving the Marks that is relevant to their use anywhere in the United States. There are currently no pending agreements in effect that affect or limit our use or our ability to license others to use the Marks in any manner material to your Franchised Business.

You agree to notify us immediately of any potential infringement or challenge to your use of any Marks, or of any claim by any person of any rights in any Marks, and agree not to communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim. The Franchise Agreement does not require us to take any affirmative action when notified of such uses or claims, and we have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, PTO proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Marks. You agree to fully cooperate with us in connection with any such claim, including 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 USPTO proceeding or other proceeding or otherwise to protect and maintain our interests in the Marks. The Franchise Agreement does not require us to participate in your defense and/or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed to you by us or if the proceeding is resolved unfavorably to you.

We are not obligated, by the terms of the Franchise Agreement or otherwise, to protect your right to use the Marks, nor are we obligated to protect you against claims of infringement or unfair competition arising out of your use of the Marks. We have no actual knowledge of either superior prior rights or infringing uses that could materially affect your use of the Marks in the state where your RSVP Business may be located.

If it becomes advisable at any time in our sole discretion 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 must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for any 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.

ITEM 14
PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

There are no registered or pending patents that are material to the RSVP Business.

You must use the proprietary information contained in our Operations Manual. We claim copyrights in the Operations Manual and other copyrightable materials we produce, and any artwork, advertising copy, or copyrightable materials you create or that are provided to you in connection with the products or services you provide in connection with the RSVP Business (collectively, the "Copyright Materials"). We claim copyrights in the advertisements you publish; however, depending on your agreements with your customers, your customers may also claim copyrights in the advertisements. We may engage in bulk or individual copyright registrations of materials RSVP Businesses use. Our System Standards require you to cooperate with our efforts to register copyrights, if any.

Although we have not filed an application for copyright registration for the Copyright Materials, we may do so and we claim copyright protection for the Copyright Materials, Operations Manual, software, advertising materials, other materials we give you for your use or for public dissemination, other proprietary information and publications we own or have acquired under license from a third party, and everything concerning operating procedures. You assign all of your rights in and to any copyright materials you create in whole or in part, or at your direction, to us. All of this is our proprietary intellectual property.

We are not obligated by the terms of the Franchise Agreement or otherwise, to protect your right to use the Copyright Materials, nor are we obligated to protect you against claims arising out of your use of the Copyright Materials. We have no actual knowledge of any patent or copyright infringement that could materially affect you.

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

You or your managing shareholder, managing partner, managing member, or similar officer who has completed our training program must, at all times, faithfully, honestly and diligently perform and exert your, his, or her best efforts in performing your obligations under the Franchise Agreement which includes an obligation to deal exclusively with us. Each of your owners, and their spouses, must jointly and severally be bound by the terms of the Franchise Agreement and personally guaranty performance. We expect that the managing partner or shareholder will take charge of the day-to-day running of your RSVP Business. There are no restrictions that the franchisee must place on its manager.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only products and services that we have approved in advance. We have the right to add additional products or services to the list of authorized products and services that RSVP Businesses are required to sell. There are no limits to our right to do so. We also designate certain products or services as optional for RSVP Businesses. To offer optional products or services, you must be in compliance with your Franchise Agreement. You must operate your franchise according to the RSVP System Standards, which may change and evolve over time. You must operate from your business inside your Territory.

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

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

Provision	Section in Franchise Agreement and Certain Other Agreements	Summary
a. Length of the franchise term	Section 1.4	10 years.
b. Renewal or extension of term	Section 1.4	10-year renewal terms.
c. Requirements for you to renew or extend	Section 1.4	"Renewal" means executing then-current franchise agreement which may include materially different terms. You must provide us with at least 120 days and no more than 1 year notice, not be in default, execute a general release, and have met the minimum marketing levels.
d. Termination by franchisee	Section 10.2	None, except by operation of law.
e. Termination by franchisor without cause	None	None. We cannot terminate without cause.
f. Termination by franchisor with cause	Section 10.2	Material, uncured breaches of Franchise Agreement
g. "Cause" defined: curable defaults	Section 10.2(c)	You have 30 days from receipt of a notice of default to resolve curable defaults including but not limited to:

Provision	Section in Franchise Agreement and Certain Other Agreements	Summary
		a) failure to pay when due any taxes due on the operations of the Franchise, unless you are, in good faith, legally contesting your liability for such taxes; b) failure to comply with any other provision of the Franchise Agreement or the System Standards; c) failure on 3 or more separate occasions within any period of 12 consecutive months to submit reports or other information when due, to pay when due any amounts due, or otherwise to comply with the Franchise Agreement, whether or not such failures to comply were corrected after written notice of such failure was delivered to you; or d) engaging in any business or market with any product or service under a name which is confusingly similar to the Marks.
h. "Cause defined: non-curable defaults	Section 10.2(a) and 10.2(b)	Non-curable defaults include but are not limited to: (a) you become insolvent or make a general assignment for the benefit of a creditor; (b) a petition in bankruptcy is filed against you and not opposed; (c) you are adjudicated insolvent; (d) a final judgment remains unsatisfied or of record for 30 days or longer (unless a supersedeas bond is filed); (e) execution is levied against your business or property; (f) a suit to foreclose any lien or mortgage against the assets of your business is instituted against you and not dismissed within 30 days; or (g) if the real or personal property of your business is sold after levy thereupon by any sheriff, marshal or constable. We may, at our option, terminate the Franchise Agreement without affording you any opportunity to cure if:

Provision	Section in Franchise Agreement and Certain Other Agreements	Summary
		a) you fail to successfully complete initial training to our satisfaction; b) you fail to begin operating the Franchise within 120 calendar days after execution of the Franchise Agreement; c) you abandon or fail to diligently operate the Franchise at any time, unless done with our approval; d) you fail to operate the Franchise for 2 consecutive months; e) you fail to publish and mail postcard decks at least once in any 5 month period; f) you surrender or transfer control of the operation of the Franchise without our prior written consent; g) you have made any material misrepresentation or omission in connection with your purchase of the Franchise; h) you have been convicted by a trial court of, or plead or have pleaded no contest to, a felony; i) you engage in any dishonest or unethical conduct which may adversely affect the reputation of the Franchise or another RSVP Business or the goodwill associated with the Marks; j) you make an unauthorized assignment of the Franchise Agreement or of an ownership interest in you or the Franchise; k) In the event of your death or permanent disability, you or your Personal Representative have 6 months after appointment in which to sell or otherwise transfer the business; l) you lose the right to possession of your principal place of business or otherwise lose the right to transact business in the Territory; m) you make any unauthorized use or disclosure of any Confidential Information or make any unauthorized use or disclosure of, duplicate or lose, and are unable to produce within 24 hours of a request, any portion of the Operations Manual;

Provision	Section in Franchise Agreement and Certain Other Agreements	Summary
		n) you fail to maintain minimum marketing levels, beginning after the first year of operations of your Franchise; o) you fail to pay any monies owing to us or our affiliates and do not correct such failure within 7 days after written notice is delivered to you; or p) you commit a non-curable default 3 or more times in any 12 month period.
i. Your obligations on termination or nonrenewal	Sections 10 and 11	See "r" below.
j. Assignment of contract by us	Section 9.1	Fully transferable by us.
k. "Transfer" by you: define	Section 9.2	Includes voluntary, involuntary direct or indirect assignment, sale, gift, mortgage, pledge, bulk sale, hypothecation or other disposition of the Franchise Agreement, you, or the Franchise business.
l. Our approval of transfer by you	Section 9.2	Required.
m. Conditions for our approval of transfer	Section 9.2	Prior written approval, which may be based on (a) the characteristics of the proposed transferee, (b) ongoing ability of transferee to operation the RSVP Business, (c) impact of the transfer on the System, (d) your compliance with covenants, (e) your execution of a general release, and (f) any other reason permitted by law.
n. Our right of first refusal to acquire your business	Section 9.3	For all bona fide third party offers to purchase your entire interest in the franchise. You must provide written notice of any offer within 15 days. We must notify you or our decision within 30 days of your informing us of the offer. We may substitute cash for any form of payment in the offer. We have 60 days, after our notice of election to purchase, to prepare for closing.
o. Our option to purchase your business	None	N/A

Provision	Section in Franchise Agreement and Certain Other Agreements	Summary
p. Your death or disability	None	N/A
q. Non-competition covenants during the term of the franchise	Section 5	You may not have an interest in a competitive business while you are a franchisee. Your employees and independent contractors cannot use our intellectual property to compete with us or you.
r. Non-competition covenants after the franchise is terminated or expires	Section 11	24 months within 25 miles of your business or any other RSVP Business.
s. Modification of the agreement	Section 13.15	Must be in writing.
t. Integration/merger clause	Section 13.18	Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Section 13.12; Training Agreement, Section 4, Arbitration Section	All non-money issues except post-term use of the Marks; AAA arbitration under the Training Agreement.
v. Choice of forum	Section 13.14	Franchise Agreement – Hillsborough County, Florida; subject to state law.
w. Choice of law	Section 13.13; Training Agreement, Section 6	Franchise Agreement – Federal Arbitration Act and Florida; Training Agreement – the state where employee performs it services for the Franchisee; All subject to state law.

A provision of the Franchise Agreement that terminates the Franchise Agreement if you seek relief granted by the Bankruptcy Code may not be enforceable under federal bankruptcy law (11 U.S.C. Sec. 101 *et seq.*).

Some states, including California, provide that if the Franchise Agreement contains a provision that is inconsistent with state law, the state law will control.

ITEM 18 PUBLIC FIGURES

We do not use any public figure to promote our franchise. You have no right to use the name of any public figure for purposes of promotional efforts, advertising, or endorsements, except with our prior written consent. No public figure has any investment in the System or us.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

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

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 our management by contacting Dave Tropf at 6730 W. Linebaugh Ave., Suite 201, Tampa, FL 33625, (813) 960-7787, ext. 107, the Federal Trade Commission and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Item 20 Table No. 1

Systemwide Outlet Summary
For Fiscal Years 2015 – 2017

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2015	69	72	+3
	2016	72	73	+1
	2017	73	66	-7
Company-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
Total Outlets	2015	69	72	+3
	2016	72	73	+1
	2017	73	66	-7

*Note our fiscal year ends January 31 of each year.

Item 20 Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor) For Fiscal Years 2015-2017

State	Year	Number of Transfers
Connecticut	2015	1
	2016	0
	2017	0
Florida	2015	0
	2016	1
	2017	0
Illinois	2015	0
	2016	1
	2017	0
Indiana	2015	0
	2016	0
	2017	1
Maryland	2015	0
	2016	1
	2017	0
North Carolina	2015	1
	2016	0
	2017	0
Texas	2015	1
	2016	0
	2017	0
Totals	2015	3
	2016	3
	2017	1

*Note our fiscal year ends January 31 of each year.

Item 20 Table No. 3

Status of Franchised Outlets For Fiscal Years 2015-2017

State	Year	Outlets At Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Alabama	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Arizona	2015	1	0	0	0	0	0	1

State	Year	Outlets At Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
California	2015	10	0	2	0	0	0	8
	2016	8	0	0	0	0	0	8
	2017	8	1	0	0	0	0	9
Colorado	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	1	0	0	0	0	3
Connecticut	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Delaware	2015	0	1	0	0	0	0	1
	2016	1	0	1	0	0	0	0
	2017	0	0	0	0	0	0	0
District of Columbia	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Florida	2015	7	0	1	0	0	0	6
	2016	6	0	0	0	0	0	6
	2017	6	0	0	0	0	0	6
Georgia	2015	1	3	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	0	4
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

State	Year	Outlets At Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Idaho	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
Illinois	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	1	0	0	0	0	2
Kansas	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	1	0	0	0	0
Maryland	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	1	0	0	0	0
Massachusetts	2015	2	0	0	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
Michigan	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Minnesota	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Mississippi	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Nebraska	2015	1	1	0	0	0	0	2
	2016	2	0	0	0	0	0	2

State	Year	Outlets At Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2017	2	0	0	0	0	0	2
Nevada	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
New Jersey	2015	3	1	2	0	0	0	2
	2016	2	0	0	0	0	0	2
	2017	2	0	0	0	0	0	2
New Mexico	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
New York	2015	2	0	1	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
North Carolina	2015	4	1	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	2	0	0	0	3
Ohio	2015	5	0	0	0	0	0	5
	2016	5	0	0	0	0	0	5
	2017	5	0	0	0	0	1	4
Oklahoma	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Oregon	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	1	0	0	0	0
Pennsylvania	2015	3	0	0	0	0	0	3

State	Year	Outlets At Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2016	3	0	0	0	0	0	3
	2017	3	0	2	0	0	0	1
Rhode Island	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	1	0	0	0	0
South Carolina	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	2	0	0	0	0	5
Tennessee	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Texas	2015	3	0	0	0	0	0	3
	2016	3	2	0	0	0	0	5
	2017	5	0	0	0	0	1	4
Utah	2015	1	0	0	0	0	0	1
	2016	1	0	0	0	0	0	1
	2017	1	0	0	0	0	0	1
Virginia	2015	4	0	0	0	0	0	4
	2016	4	0	0	0	0	0	4
	2017	4	0	0	0	0	2	2
Washington	2015	3	0	0	0	0	0	3
	2016	3	0	0	0	0	0	3
	2017	3	0	0	0	0	0	3
Wisconsin	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0

State	Year	Outlets At Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired By Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Total	2015	69	9	6	0	0	0	72
	2016	72	2	1	0	0	0	73
	2017	73	5	8	0	0	4	66

*Note our fiscal year ends January 31 of each year.

Item 20 Table No. 4

Status of Company Owned Outlets
For years 2015-2017

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
All States	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0
Total	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	0	0	0	0	0	0

*Note our fiscal year ends January 31 of each year.

Item 20 Table No. 5
Projected Openings As of January 31, 2018

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLET IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLET IN THE NEXT FISCAL YEAR
California	0	1	0
Florida	0	1	0
Indiana	0	1	0
Tennessee	0	2	0
Texas	0	2	0
Total	0	7	0

*Our fiscal year ends on January 31st. The charts above contain information as of January 31st of each listed year.

The names of all current franchisees and the address and telephone number of each of their Outlets are attached as Exhibit E. The name, city and state, and current business telephone number or if unknown, the last known home telephone number of every franchisee who had an Outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who has not communicated with us within 10 weeks of the Date of Issuance of this Disclosure Document are attached as Exhibit F. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisees in the system have not signed confidentiality clauses that limit their ability to speak openly about their experience with the RSVP System in the last three fiscal years.

There are no known trademark-specific franchisee organizations associated with the system. There are no franchisee organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Attached to this Disclosure Document as Exhibit B are our (a) audited financial statements for our fiscal year ending January 31, 2018; (b) audited financial statements for our fiscal year ending January 31, 2017; (c) audited financial statements for our fiscal year ending January 31, 2016.

ITEM 22
CONTRACTS

The following agreements are in use in your state for the franchise offering described in this Disclosure Document:

AGREEMENT	EXHIBIT
Franchise Agreement	Exhibit C to Disclosure Document
Minimum Marketing Levels	Schedule A to Franchise Agreement
Principal Owners' Guaranty	Schedule B to Franchise Agreement
Principal Owners' Statement	Schedule C to Franchise Agreement
Conditional Assignment of Telephone Numbers and Listings	Schedule D to Franchise Agreement
Confidentiality and Noncompetition Agreement	Schedule E to Franchise Agreement
Financing Documents (Promissory Note and Security Agreement)	Exhibit D to Disclosure Document
Form of Asset Purchase Agreement	Exhibit H to Disclosure Document
Training Agreement	Exhibit I to Disclosure Document
Form of Release	Exhibit J to Disclosure Document

ITEM 23
RECEIPTS

The last two pages of this Disclosure Document are identical pages acknowledging receipt of this entire document (including the exhibits). Please sign and return one copy to us and please keep the other copy along with the Disclosure Document.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

STATE ADMINISTRATORS

AND

AGENTS AUTHORIZED TO RECEIVE

SERVICE OF PROCESS

STATE ADMINISTRATORS

State Administrators

We intend to register this Disclosure Document as a "franchise" or "business opportunity" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise or business opportunity registration (or otherwise comply with the franchise investment or business opportunity laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises or business opportunities in that state:

California	Department of Business Oversight 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 (866) 275-2677
Florida	Division of Consumer Services 2005 Apalachee Parkway Tallahassee, Florida 32399-6500 (800) 435-7352
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2744
Illinois	Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, IL 62706 (217) 782-4465
Indiana	Indiana Secretary of State Indiana Securities Division Franchise Section 302 W. Washington Street, Room E-111 Indianapolis, IN 46204 (317) 232-6681
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360

Michigan	Michigan Department of the Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117
Minnesota	Minnesota Department of Commerce Registration and Licensing Division 85 7th Place, Suite 500 St. Paul, MN 55101 (651) 296-4026
Nebraska	Nebraska Department of Banking & Finance Commerce Court 1230 "O" Street, Suite 400 P.O. Box 95006 Lincoln, NE 68509-5006 (402) 471-3445
New York	Secretary of State 99 Washington Avenue Albany, NY 12231 (212) 416-8211
North Carolina	Business Opportunities Department of the Secretary of State P.O. Box 29622 Raleigh, North Carolina 27626 (919) 807-2156
North Dakota	North Dakota Securities Department 600 East Boulevard Avenue State Capitol - 5th Floor Bismarck, ND 58505 (701) 328-4712
Oklahoma	Oklahoma Department of Securities Suite 860, First National Center 120 North Robinson Oklahoma City, OK 73102 (405) 280-7700
Oregon	Department of Consumer and Business Services Division of Finance

350 Winter Street NE, Rm. 410
Salem, OR 97301-3881
Salem, OR 97310
(503) 378-4140

Rhode Island — Department of Business Regulation
Division of Securities
233 Richmond Street, Suite 232
Providence, RI 02903-4232
(401) 277-3048

South Carolina — South Carolina Secretary of State
Business Opportunities Administration
Edgar Brown Building
1205 Pendleton Street Suite 525
Columbia, SC 29201
(803) 734-1728

South Dakota — South Dakota Department of Revenue and Regulation
Division of Securities
445 East Capitol Avenue
Pierre, SD 57501
(605) 773-4823

Texas — Secretary of State
Statutory Document Section
P.O. Box 12887
Austin, TX 78711
(512) 475-1769

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

Washington — Securities Administrator
Department of Financial Institutions Securities Division
150 Israel Road
Tumwater, Washington 98501
(360) 902-8760

Wisconsin — Wisconsin Division of Securities

Department of Financial Institutions
P.O. Box 1768
Madison, WI 53701
(608) 266-8559

AGENTS AUTHORIZED TO RECEIVE SERVICE OF PROCESS

Our agent for service of process in Florida is as follows:

Linda C. Hannah
600 S. Magnolia Avenue #125
Tampa, Florida 33606

We intend to register this Disclosure Document as a "franchise" or "business opportunity" in some or all of the following states, in accordance with the applicable state law. If and when we pursue franchise or business opportunity registration (or otherwise comply with the franchise investment or business opportunity laws) in these states, we will designate the following state offices or officials as our agent for service of process in those states:

California	California Commissioner of Business Oversight California Department of Business Oversight 320 West 4th Street, Suite 750 Los Angeles, California 90013-2344
Hawaii	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Illinois Attorney General 500 South Second Street Springfield, Illinois 62706
Indiana	Secretary of State of Indiana 201 Statehouse 200 West Washington Street Indianapolis, Indiana 46204
Maryland	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Department of Commerce Corporation and Securities Bureau 6546 Mercantile Way Lansing, Michigan 48910
Minnesota	Commissioner of Commerce of Minnesota Department of Commerce 85 7th Place, Suite 500 St. Paul, Minnesota 55101

New York	Secretary of the State of New York 99 Washington Avenue Albany, New York 12231
North Carolina	The Secretary of State State of North Carolina 2 South Salisbury Street Raleigh, North Carolina 27601
North Dakota	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol- 5th Floor Bismarck, ND 58505
Oklahoma	Administrator of the Oklahoma Department of Securities Suite 860, First National Center 120 North Robinson Oklahoma City, OK 73102
Oregon	Director Department of Insurance and Finance 700 Summer Street, N.E. Suite 120 Salem, Oregon 97310
Rhode Island	Director of Department of Business Regulation 233 Richmond Street Suite 232 Providence, Rhode Island 02903-4232
South Carolina	National Registered Agents, Inc. 2 Office Park Court, Suite 103 Columbia, South Carolina 29223
South Dakota	Director, Division of Securities Department of Revenue and Regulation 445 East Capitol A venue Pierre, South Dakota 57501-2017
Virginia	Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219

Washington	Securities Administrator Washington Department of Financial Institutions Securities Division 150 Israel Road Tumwater, Washington 98501
Wisconsin	Wisconsin Commissioner of Securities 345 West Washington Avenue Fourth Floor Madison, Wisconsin 53703

EXHIBIT B TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

FINANCIAL STATEMENTS

U.S. POSTCARD SYSTEMS, INC.

For the Year Ended January 31, 2018

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KRUSOE REYNOLDS & ASSOCIATES, PA
A CERTIFIED PUBLIC ACCOUNTING FIRM

Robert E. Krusoe, CPA, CFF
robert@krusoereynolds.com
Barbara J. Reynolds, EA
barbara@krusoereynolds.com

INDEPENDENT AUDITOR'S REPORT

Board of Directors
U.S. Postcard Systems, Inc.
Tampa, Florida

We have audited the accompanying financial statements of U.S. Postcard Systems, Inc. (a Delaware corporation) which comprise the balance sheet as of January 31, 2018, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Tampa, Florida
May 11, 2018

U.S. Postcard Systems, Inc.

Balance Sheet
January 31, 2018

ASSETS

Current Assets	
Cash	$ 108,590
Account Receivable	27,141
Deferred Tax Asset	
	135,731
Other Assets	
Due From Related Parties	136,330
Total Assets	$ 272,061

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities	
Federal Income Tax	9,019
Stockholders" Equity	
Common stock, no par value	
3,000 shares authorized,	
200 shares issued and outstanding	20,000
Retained Earnings	243,042
Total Liabilities and Stockholders' Equity	$ 272,061

See accompanying independent auditor's report and notes to financial statements

U.S. Postcard Systems, Inc.

Statement of Income and Retained Earnings
January 31, 2018

Franchise fee revenue	$ 224,300
Operating expenses	
Bad Debt Expense	17,108
Training Expense	41,660
Office Expense	104
Professional Fees	22,107
Selling Expenses	43,500
	124,479
Net Income before Tax	99,821
Income tax expense	(18,953)
Net Income (Loss)	80,868
Retained Earnings, beginning of year	162,174
Retained Earnings, end of year	$ 243,042

See accompanying independent auditor's report and notes to financial statements

U.S. Postcard Systems, Inc.

Statement of Cash Flows
Year Ended January 31, 2018

Cash flow from operating activities:	
Net Income	$ 80,868
Adjustments to reconcile net income to net cash provided (used) in operating activities:	
Deferred income tax benefit	9,964
Increase in assets:	
Accounts receivable	-26,941
Increase in liabilities:	
Accounts payable	9,019
Net cash used by operating activities	72,910
Cash Flows from Investing Activities:	0
Net cash flows from investing activities	0
Net change in Cash	72,910
Cash, beginning of year	35,680
Cash, end of year	$ 108,590
Supplemental Material:	
Cash paid for taxes	$ -

See accompanying independent auditor's report and notes to financial statements

U.S. POSTCARD SYSTEMS, INC.
NOTES TO FINANCIAL STATEMENTS
January 31, 2018

1. **Summary of Significant Accounting Policies**

This summary of significant accounting policies of U.S. Postcard Systems, Inc. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements are representations of management which is responsible for their integrity and objectivity. The accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Activity and Credit Risk Concentration

The Company was incorporated on October 2, 1998, pursuant to the Delaware General Corporation Laws. The Company is authorized and empowered to carry out the business of selling franchises throughout the United States for the publishing and distribution of upscale cooperative postcard deck mailers. Notes receivable accepted as payments for franchise fees are secured by the franchises.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require that management make estimates and assumptions which affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value Measurements

The fair value of the Company's financial instruments, including cash, franchise fees receivable, accounts payable and accrued expenses approximate cost because of their short-term maturities. The fair value of debt approximates its carrying amount based upon current market conditions and the corresponding interest rates.

Revenue Recognition

Revenue from sales of individual franchises are recognized, net of allowance for uncollectible accounts, when franchises transfer ownership and all material services or conditions relating to the sale of a franchise have been substantially performed, which generally is when the franchise agreement is signed. When an individual franchise is sold, the Company has no responsibility to provide additional services to the franchisee.

1. **Summary of Significant Accounting Policies (Continued)**

Cash

The Company maintains its cash entirely in a bank deposit account. All of the Company's non-interest bearing cash balances were fully insured at January 31, 2018. The Federal Deposit Insurance Corporation ("FDIC") insures up to $250,000 for substantially all depository accounts.

Income Taxes

Income tax consist of federal and state income taxes currently payable and the deferred tax effect of changes in the deferred tax asset and liability accounts of temporary differences. Temporary differences are the difference in the basis of asset and liability accounts caused by different methods used for financial and income tax accounting purposes. A valuation allowance is recorded if it is more likely than not that the tax benefit of deferred tax assets will not be realized.

The Company uses the accrual method for financial reporting and the cash method for income tax reporting to record revenue and expenses. Consequently, temporary differences consist of receivables, prepaid expenses and accounts payable.

Accounting for Uncertainty in Income Taxes

The Company's policy for interest and penalties assessed by income tax authorities is to include these amounts in operating expenses. For the year ended January 31, 2018 the Company paid $ -0- in penalties. Generally, the income tax returns of the Company are subject to examination by income taxing authorities for three years after the tax returns are filed.

Subsequent Events

The Company has evaluated subsequent events through May 11, 2018, the date the financial statements were available to be issued. Based on this evaluation, the Company is not aware of any events or transactions that occurred subsequent to January 31, 2018 through May 11, 2018 that would require recognition or disclosure in the financial statements.

U.S. POSTCARD SYSTEMS, INC.
NOTES TO FINANCIAL STATEMENTS
January 31, 2018

2. Income Taxes

The provisions for income taxes are based on taxes payable for the current year and reversal of prior year deferred taxes using actual income tax rates which resulted in an additional tax benefit than was previously booked.

	January 31,2018
Total current tax	$ 22,700
Reverse deferred benefit	(9,934)
Additional benefit at current rates	(3,747)
Income tax expense	$ 9,019

The Company had available $66,424 of federal net operating losses (NOLs) carried forward from January 31,2017 which were utilized in the entirety to offset current year taxable income.

3. Related Party Transactions

Books and records are maintained, and various administrative duties are performed for U.S. Postcard Systems, Inc. by RSVP Development Corporation, an entity that is owned by the Company's shareholder. During the year ended January 31, 2018 RSVP Development Corporation was paid $ -0- for these services.

A related party was paid $13,500 in Commissions for marketing efforts associated with the sale of franchises.

Generally accepted accounting principles provide a framework for identifying variable interest entities (VIEs) and determining when a company should include the assets, liabilities, non-controlling interests, and results of activities of a VIE in its consolidated financial statements. In general, a VIE is a corporation, partnership, limited-liability corporation, trust, or any other legal structure used to conduct activities or hold assets that (a) has an insufficient amount of equity to carry out its principal activities without additional subordinated financial support, (b) has a group of equity owners that are unable to direct the activities of the entity that most significantly impact its economic performance, or (c) has a group of equity owners that do not have the obligation to absorb losses of the entity or the right to receive returns of the entity. A VIE should be consolidated if a party with an ownership, contractual, or other financial interest in the VIE that is considered a variable interest (a variable interest holder) has the power to direct the VIE's most significant activities and the obligation to absorb losses or right to receive benefits of the VIE that could be significant to the VIE. A variable interest holder that consolidates the VIE is called the primary beneficiary. Upon consolidation, the primary beneficiary generally must

Related Party Transactions (continued)

Initially record all of the VIE's assets, liabilities, and non-controlling interests at fair value and subsequently account for the VIE as if it were consolidated based on majority voting interest.

At January 31, 2018 U.S Postcard Systems, Inc. holds variable interest in RSVP Development Corporation and Wittle Guys, LLC, for which U.S. Postcard Systems, Inc. is not deemed to be the primary beneficiary. U.S. Postcards Systems, Inc. has concluded, based on qualitative consideration of the structure of the ownership and the role of the shareholder, the shareholder is the primary beneficiary of RSVP Development Corporation and Wittle Guys, LLC. Therefore, consolidation in the Company's financial statements is not required. RSVP Development Corporation acts as the designee of the Company and as such collects recurring, royalty payments from franchisees while the Company or a designee receives initial franchise fees and all fees paid in connection with the transfer of a franchise. Wittle Guys leases the building space in which RSVP Development Corporation and U.S. Postcard Systems, Inc. operate. U.S. Postcard Systems, Inc.'s maximum exposure to loss as a result of its involvement with the unconsolidated VIEs is limited to its loan receivable from RSVP Development Corporation which was $33,330 at January 31, 2018 and the loan receivable from Wittle Guys, LLC which was $103,000 at January 31, 2018. Each of the loans is non-interest bearing and unsecured. The loans have no fixed terms of repayment and are not expected to be paid before January 31, 2018. For the year ended January 31, 2018, the company received net payment from the VIEs of $-0- on those balances.

U.S. Postcard Systems, Inc. may be subject to additional losses to the extent of any financial support that it voluntarily provides to the VIEs in the future.

4. Commitments and Contingencies

The Company can be subject to claims and lawsuits that arise in the ordinary course of business. It is the opinion of management that there were no claims or lawsuits outstanding that would have a material effect on the financial position or results of operations of the company.

KRUSOE REYNOLDS & ASSOCIATES, PA
A CERTIFIED PUBLIC ACCOUNTING FIRM

Robert E. Krusoe, CPA, CFF
robert@krusoereynolds.com
Barbara J. Reynolds, EA
barbara@krusoereynolds.com

May 15, 2018

U.S. Postcard Systems, Inc.
6730 West Linebaugh Avenue
Suite 201
Tampa, Florida 33625

Re: Accountant Auditor Consent – Franchise Disclosure Document

Krusoe Reynolds & Associates, P.A., C.P.A.'s hereby consents to the use of our audit report dated May 11, 2018 , relating to the financial statements of U.S. Postcard Systems, Inc. for the period ending January 31, 2018 in the Franchise Disclosure Document filed by U.S. Postcard Systems, Inc.

Sincerely,

Krusoe Reynolds & Associates, P.A.
Krusoe Reynolds & Associates, P.A.

5033 West Laurel Street, Suite 200 • Tampa, Florida 33607
Office: (813) 443-2112 • Fax: (866) 390-9009

U.S. POSTCARD SYSTEMS, INC.

For the Year Ended January 31, 2017

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KRUSOE REYNOLDS & ASSOCIATES, PA
A CERTIFIED PUBLIC ACCOUNTING FIRM

Robert E. Krusoe, CPA, CFF
robert@krusoereynolds.com
Barbara J. Reynolds, EA
barbara@krusoereynolds.com

INDEPENDENT AUDITOR`S REPORT

Board of Directors
U.S. Postcard Systems, Inc.
Tampa, Florida

We have audited the accompanying financial statements of U.S. Postcard Systems, Inc. (a Delaware corporation) which comprise the balance sheet as of January 31, 2017, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

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

Kruser Reynolds & Associates, P.A.

Tampa, Florida
May 15, 2017

U.S. Postcard Systems, Inc.

Balance Sheet
January 31, 2017

ASSETS

Current Assets	
Cash	$ 35,680
Account Receivable	200
Deferred Tax Asset	9,964
	45,844
Other Assets	
Due From Related Parties	136,330
Total Assets	$ 182,174

LIABILITIES AND STOCKHOLDERS' EQUITY

Stockholders' Equity	
Common stock, no par value	
3,000 shares authorized,	
200 shares issued and outstanding	20,000
Retained Earnings	162,174
Total Liabilities and Stockholders' Equity	$ 182,174

See accompanying independent auditor's report and notes to financial statements

U.S. Postcard Systems, Inc.

STATEMENT OF INCOME AND RETAINED EARNINGS
January 31, 2017

Franchise fee revenue	$ 62,500
Operating expenses	
Training Expense	42,000
Office Expense	137
Professional Fees	24,442
Selling Expenses	7,819
	74,398
Loss before income tax benefit	(11,898)
Income tax benefit	(141)
Net Income (Loss)	(11,757)
Retained Earnings, beginning of year	173,931
Retained Earnings, end of year	$ 162,174

See accompanying independent auditor's reporrt and notes to financial statements

U.S. Postcard Systems, Inc.

Statement of Cash Flows
Year Ended January 31, 2017

Cash flows from operating activities:	
Net loss	$ (11,757)
Adjustments to reconcile net income to net cash provided (used) in operating activities:	
Deferred income tax benefit	(141)
Decrease in assets:	
Acounts receivable	1,000
Decrease in liabilities:	
Accounts payable	(9,142)
Net cash used by operating activities	(20,040)
Cash flows from investing activities:	
Increase in related party loan	(4,000)
Net cash flows from investing activities	(4,000)
Net change in Cash	(24,040)
Cash, beginning of year	59,720
Cash, end of year	$ 35,680
Supplemental Material:	
Cash paid for taxes	$ -

See accompanying independent auditor's reporrt and notes to financial statements

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U.S. POSTCARD SYSTEMS, INC.
NOTES TO FINANCIAL STATEMENTS
January 31, 2016

1. **Summary of Significant Accounting Policies**

This summary of significant accounting policies of U.S. Postcard Systems, Inc. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements are representations of management which is responsible for their integrity and objectivity. The accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Activity and Credit Risk Concentration

The Company was incorporated on October 2, 1998, pursuant to the Delaware General Corporation Laws. The Company is authorized and empowered to carry out the business of selling franchises throughout the United States for the publishing and distribution of upscale cooperative postcard deck mailers. Notes receivable accepted as payments for franchise fees are secured by the franchises.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require that management make estimates and assumptions which affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value Measurements

The fair value of the Company's financial instruments, including cash, franchise fees receivable, accounts payable and accrued expenses approximate cost because of their short-term maturities. The fair value of debt approximates its carrying amount based upon current market conditions and the corresponding interest rates.

Revenue Recognition

Revenue from sales of individual franchises are recognized, net of allowance for uncollectible accounts, when franchises transfer ownership and all material services or conditions relating to the sale of a franchise have been substantially performed, which generally is when the franchise agreement is signed. When an individual franchise is sold, the Company has no responsibility to provide additional services to the franchisee.

1. **Summary of Significant Accounting Policies (Continued)**

Cash

The Company maintains its cash entirely in a bank deposit account. All of the Company`s non-interest bearing cash balances were fully insured at January 31, 2017. The Federal Deposit Insurance Corporation ("FDIC") insures up to $250,000 for substantially all depository accounts.

Income Taxes

Income tax consist of federal and state income taxes currently payable and the deferred tax effect of changes in the deferred tax asset and liability accounts of temporary differences. Temporary differences are the difference in the basis of asset and liability accounts caused by different methods used for financial and income tax accounting purposes. A valuation allowance is recorded if it is more likely than not that the tax benefit of deferred tax assets will not be realized.

The Company uses the accrual method for financial reporting and the cash method for income tax reporting to record revenue and expenses. Consequently, temporary differences consist of receivables, prepaid expenses and accounts payable.

Accounting for Uncertainty in Income Taxes

The Company`s policy for interest and penalties assessed by income tax authorities is to include these amounts in operating expenses. For the year ended January 31, 2017 the Company paid $ -0- in penalties. The income tax returns of the Company from January 31, 2014 forward are subject to examination by income taxing authorities.

Subsequent Events

The Company has evaluated subsequent events through May 08, 2017, the date the financial statements were available to be issued. Based on this evaluation, the Company is not aware of any events or transactions that occurred subsequent to January 31, 2017 through May 08, 2017 that would require recognition or disclosure in the financial statements.

2. Income Taxes

Income tax benefit for the year ended January 31, 2017 was $9,934 and was comprised of the following:

	January 31,2017
Current	$ -0-
Deferred	9,934
Income tax expense	$ 9,934

Significant components of the Company's deferred income tax assets and liabilities at January 31, 2017 are as follows:

	January 31, 2017
Accounts payable	$ -0-
Accrued expenses	-0-
Net operating loss carry-forward	9,934
Accounts receivable	-0-
Deferred tax assets	9,934
Net deferred tax liability	$ 9,934

Deferred taxes were calculated using an effective federal tax rate of 15%. There are no applicable state tax considerations.

The Company has available $66,424 of federal net operating losses (NOLs) at January 31,2017 which can be utilized to offset future taxable income. The losses expire as follows:

$8,523 in 2033, $15,789 in 2034, $30,214 in 2035 and $11,898 in 2037

In assessing the realizability of deferred tax assets, management considers whether it is more-likely-than-not that all or some portion of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. There is no valuation allowance currently set up against this carryforward as all of it is expected to be utilized prior to the expiration date.

3. Related Party Transactions

Books and records are maintained, and various administrative duties are performed for U.S. Postcard Systems, Inc. by RSVP Development Corporation, an entity that is owned by the Company's shareholder. During the year ended January 31, 2017 RSVP Development Corporation was paid $ -0- for these services.

A related party was paid $7,500 in Commissions for marketing efforts associated with the sale of franchises.

Generally accepted accounting principles provide a framework for identifying variable interest entities (VIEs) and determining when a company should include the assets, liabilities, non-controlling interests, and results of activities of a VIE in its consolidated financial statements. In general, a VIE is a corporation, partnership, limited-liability corporation, trust, or any other legal structure used to conduct activities or hold assets that (a) has an insufficient amount of equity to carry out its principal activities without additional subordinated financial support, (b) has a group of equity owners that are unable to direct the activities of the entity that most significantly impact its economic performance, or (c) has a group of equity owners that do not have the obligation to absorb losses of the entity or the right to receive returns of the entity. A VIE should be consolidated if a party with an ownership, contractual, or other financial interest in the VIE that is considered a variable interest (a variable interest holder) has the power to direct the VIE's most significant activities and the obligation to absorb losses or right to receive benefits of the VIE that could be significant to the VIE. A variable interest holder that consolidates the VIE is called the primary beneficiary. Upon consolidation, the primary beneficiary generally must initially record all of the VIE's assets, liabilities, and non-controlling interests at fair value and subsequently account for the VIE as if it were consolidated based on majority voting interest.

At January 31, 2017 U.S Postcard Systems, Inc. holds variable interest in RSVP Development Corporation and Wittle Guys, LLC, for which U.S. Postcard Systems, Inc. is not deemed to be the primary beneficiary. U.S. Postcards Systems, Inc. has concluded, based on qualitative consideration of the structure of the ownership and the role of the shareholder, the shareholder is the primary beneficiary of RSVP Development Corporation and Wittle Guys, LLC. Therefore, consolidation in the Company's financial statements is not required. RSVP Development Corporation acts as the designee of the Company and as such collects recurring, royalty payments from franchisees while the Company or a designee receives initial franchise fees and all fees paid in connection with the transfer of a franchise. Wittle Guys leases the building space in which RSVP Development Corporation and U.S. Postcard Systems, Inc. operate. U.S. Postcard Systems, Inc.'s maximum exposure to loss as a result of its involvement with the unconsolidated VIEs is limited to its loan receivable from RSVP Development Corporation which was $33,330 at January 31, 2017 and the loan receivable from Wittle Guys, LLC which was $103,000 at January 31, 2017. Each of the loans is non-interest bearing and unsecured. The loans have no fixed terms of repayment and are not expected to be paid before January 31, 2018. For the year ended January 31, 2017, the company received net payment from the VIEs of $-0- on those balances.

Related Party Transactions (continued)

U.S. Postcard Systems, Inc. may be subject to additional losses to the extent of any financial support that it voluntarily provides to the VIEs in the future.

4. Commitments and Contingencies

The Company can be subject to claims and lawsuits that arise in the ordinary course of business. It is the opinion of management that there were no claims or lawsuits outstanding that would have a material effect on the financial position or results of operations of the company.

U.S. POSTCARD SYSTEMS, INC.

For the Year Ended January 31, 2016

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KRUSOE REYNOLDS & ASSOCIATES, PA
A CERTIFIED PUBLIC ACCOUNTING FIRM

Robert E. Krusoe, CPA, CFF
robert@krusoereynolds.com
Barbara J. Reynolds, EA
barbara@krusoereynolds.com

INDEPENDENT AUDITOR`S REPORT

Board of Directors
U.S. Postcard Systems, Inc.
Tampa, Florida

We have audited the accompanying financial statements of U.S. Postcard Systems, Inc. (a Delaware corporation) which comprise the balance sheet as of January 31, 2016, and the related statements of income and retained earnings and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of U.S. Postcard Systems, Inc. as of January 31, 2016, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Kreiser Reynolds & Associates, P.A.

Tampa, Florida
May 15, 2016

U.S POSTCARD SYSTEMS, INC.

BALANCE SHEET
January 31, 2016

ASSETS

Current Asset	
Cash	$ 59,720
Accounts receivable	1,200
Deferred tax asset	9,823
	70,743
Other Assets	
Due from related parties	132,330
Total Assets	$203,073

LIABILITIES AND STOCKHOLDERS' EQUITY

Current Liabilities	
Accounts payable	$ 9,142
Total Liabilities	9,142
Stockholders' Equity	
Common stock, no par value	
3,000 shares authorized,	
200 shares issued and outstanding	20,000
Retained earnings	173,931
Total stockholders' equity	193,931
Total Liabilities and Stockholders' Equity	$203,073

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See accompanying independent auditor's report and notes to financial statements

U.S. POSTCARD SYSTEMS, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS
January 31, 2016

Franchise fee revenue	$101,399
Operating expenses	
Training Expense	49,168
Office expense	130
Professional fees	44,472
Selling expenses	7,000
Licenses and fees	747
	101,517
Loss before income tax benefit	(118)
Income tax expense	(2,532)
Net income	(2,650)
Retained Earnings, beginning of year	176,581
Retained Earnings, end of year	$173,931

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See accompanying independent auditor's report and notes to financial statements

U.S POSTCARD SYSTEMS, INC.

STATEMENT OF CASH FLOWS
Year Ended January 31, 2016

Cash flows from operating activities:	
Net loss	$ (2,650)
Ajustments to reconcile net income to net cash provided (used) in operating activities:	
Deferred income tax benefit	2532
Decrease in assets:	
Accounts receivable	5000
Increase(decrease) in liabilities:	
Accounts payable	7155
Accrued expenses	-9500
Net cash (used) by operating activities:	2537
Cash flows from investing activities:	
Repayment from loan to related party	43500
Net cash flows from investing activities	43500
Net change in Cash	46037
Cash, beginning of year	13683
Cash end of year	$ 59,720
Supplemental Material	
Cash paid for taxes	$ -

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See accompanying independent auditor's report and notes to financial statements

U.S. POSTCARD SYSTEMS, INC.
NOTES TO FINANCIAL STATEMENTS
January 31, 2016

1. **Summary of Significant Accounting Policies**

This summary of significant accounting policies of U.S. Postcard Systems, Inc. (the Company) is presented to assist in understanding the Company's financial statements. The financial statements are representations of management which is responsible for their integrity and objectivity. The accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Activity and Credit Risk Concentration

The Company was incorporated on October 2, 1998, pursuant to the Delaware General Corporation Laws. The Company is authorized and empowered to carry out the business of selling franchises throughout the United States for the publishing and distribution of upscale cooperative postcard deck mailers. Notes receivable accepted as payments for franchise fees are secured by the franchises.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America require that management make estimates and assumptions which affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Fair Value Measurements

The fair value of the Company's financial instruments, including cash, franchise fees receivable, accounts payable and accrued expenses approximate cost because of their short-term maturities. The fair value of debt approximates its carrying amount based upon current market conditions and the corresponding interest rates.

Revenue Recognition

Revenue from sales of individual franchises are recognized, net of allowance for uncollectible accounts, when franchises transfer ownership and all material services or conditions relating to the sale of a franchise have been substantially performed, which generally is when the franchise agreement is signed. When an individual franchise is sold, the Company has no responsibility to provide additional services to the franchisee.

See accompanying independent auditor's report.

1. Summary of Significant Accounting Policies (Continued)

Cash

The Company maintains its cash entirely in a bank deposit account. All of the Company's non-interest bearing cash balances were fully insured at January 31, 2016. The Federal Deposit Insurance Corporation ("FDIC") insures up to $250,000 for substantially all depository accounts.

Income Taxes

Income tax consist of federal and state income taxes currently payable and the deferred tax effect of changes in the deferred tax asset and liability accounts of temporary differences. Temporary differences are the difference in the basis of asset and liability accounts caused by different methods used for financial and income tax accounting purposes. A valuation allowance is recorded if it is more likely than not that the tax benefit of deferred tax assets will not be realized.

The Company uses the accrual method for financial reporting and the cash method for income tax reporting to record revenue and expenses. Consequently, temporary differences consist of receivables, prepaid expenses and accounts payable.

Accounting for Uncertainty in Income Taxes

The Company's policy for interest and penalties assessed by income tax authorities is to include these amounts in operating expenses. For the year ended January 31, 2016 the Company paid $ -0- in penalties. Generally, the income tax returns of the Company are subject to examination by income taxing authorities for three years after the tax returns are filed.

Subsequent Events

The Company has evaluated subsequent events through May 03, 2016, the date the financial statements were available to be issued. Based on this evaluation, the Company is not aware of any events or transactions that occurred subsequent to January 31, 2016 through May 03, 2016 that would require recognition or disclosure in the financial statements.

See accompanying independent auditor's report.

2. Income Taxes

Income tax benefit for the year ended January 31, 2016 was $2,532 and was comprised of the following:

	January 31,2016
Current	$ -0-
Deferred	2,532
Income tax expense	$ 2,532

Significant components of the Company's deferred income tax assets and liabilities at January 31, 2016 are as follows:

	January 31, 2016
Accounts payable	$ 1,371
Accrued expenses	-0-
Net operating loss carry-forward	8,632
Accounts receivable	(180)
Deferred tax assets	9,832
Net deferred tax liability	$ 9,823

Deferred taxes were calculated using effective federal tax rates of 15% and 25%. There are no applicable state tax considerations.

The Company has available $54,526 of federal net operating losses (NOLs) at January 31,2016 which can be utilized to offset future taxable income. The losses expire as follows:

$398 in 2031, $8,125 in 2033, $15,789 in 2034 and $30,214 in 2035.

In assessing the realizability of deferred tax assets, management considers whether it is more-likely-than-not that all or some portion of the deferred tax assets will be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible. There is no valuation allowance currently set up against this carryforward as all of it is expected to be utilized prior to the expiration date.

3. **Related Party Transactions**

Books and records are maintained, and various administrative duties are performed for U.S. Postcard Systems, Inc. by RSVP Development Corporation, an entity that is owned by the Company`s shareholder. During the year ended January 31, 2016 RSVP Development Corporation was paid $ -0- for these services.

A related party was paid $7,000 in Commissions for marketing efforts associated with the sale of franchises.

Generally accepted accounting principles provide a framework for identifying variable interest entities (VIEs) and determining when a company should include the assets, liabilities, non-controlling interests, and results of activities of a VIE in its consolidated financial statements. In general, a VIE is a corporation, partnership, limited-liability corporation, trust, or any other legal structure used to conduct activities or hold assets that (a) has an insufficient amount of equity to carry out its principal activities without additional subordinated financial support, (b) has a group of equity owners that are unable to direct the activities of the entity that most significantly impact its economic performance, or (c) has a group of equity owners that do not have the obligation to absorb losses of the entity or the right to receive returns of the entity. A VIE should be consolidated if a party with an ownership, contractual, or other financial interest in the VIE that is considered a variable interest (a variable interest holder) has the power to direct the VIE`s most significant activities and the obligation to absorb losses or right to receive benefits of the VIE that could be significant to the VIE. A variable interest holder that consolidates the VIE is called the primary beneficiary. Upon consolidation, the primary beneficiary generally must initially record all of the VIE's assets, liabilities, and non-controlling interests at fair value and subsequently account for the VIE as if it were consolidated based on majority voting interest.

At January 31,2016 U.S Postcard Systems, Inc. holds variable interest in RSVP Development Corporation and Wittle Guys, LLC, for which U.S. Postcard Systems, Inc. is not deemed to be the primary beneficiary. U.S. Postcards Systems, Inc. has concluded, based on qualitative consideration of the structure of the ownership and the role of the shareholder, the shareholder is the primary beneficiary of RSVP Development Corporation and Wittle Guys, LLC. Therefore, consolidation in the Company`s financial statements is not required. RSVP Development Corporation acts as the designee of the Company and as such collects recurring, royalty payments from franchisees while the Company or a designee receives initial franchise fees and all fees paid in connection with the transfer of a franchise. Wittle Guys owns the building in which RSVP Development Corporation and U.S. Postcard Systems, Inc. operate. U.S. Postcard Systems, Inc.`s maximum exposure to loss as a result of its involvement with the unconsolidated VIEs is limited to its loan receivable from RSVP Development Corporation which was $29,330 at January 31, 2016 and the loan receivable from Wittle Guys, LLC which was $103,000 at January 31, 2016. Each of the loans is non-interest bearing and unsecured. The loans have no fixed terms of repayment and are not expected to be paid before January 31, 2017. For the year ended January 31, 2016, the company received net payment from the VIEs of $43,500 on those balances. U.S Postcard

See accompanying independent auditor's report.

Related Party Transactions (continued)

Systems, Inc. may be subject to additional losses to the extent of any financial support that it voluntarily provides to the VIEs in the future.

4. **Commitments and Contingencies**

The Company can be subject to claims and lawsuits that arise in the ordinary course of business. It is the opinion of management that there were no claims or lawsuits outstanding that would have a material effect on the financial position or results of operations of the company.

See accompanying independent auditor's report.

EXHIBIT C TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

FRANCHISE AGREEMENT

RSVP

U.S. POSTCARD SYSTEMS, INC.

FRANCHISE AGREEMENT

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U.S. POSTCARD SYSTEMS, INC.

FRANCHISE AGREEMENT

Date: _____

Franchisor: U.S. POSTCARD SYSTEMS, INC. (referred to in this Agreement as "we," "us" or "our"), a Delaware corporation located at 6730 West Linebaugh Avenue, Suite 201, Tampa, Florida 33625.

Franchisee: _____ (referred to in this Agreement as "you," "your" or "owner"), a _____ located at _____ (your "Principal Place of Business").

1. PREAMBLES, ACKNOWLEDGMENTS AND GRANT OF FRANCHISE.

1.1. BACKGROUND. This Franchise Agreement (the "Agreement") governs your ownership and operation of one (1) business using the Marks and the System Standards (each as defined below) (an "RSVP Business"). RSVP Businesses specialize in Direct Mail To The Upscale® direct mail services. RSVP Businesses develop, sell and distribute tastefully created direct mail advertising in the form of full-color postcard decks, solo cards and internet site advertising targeted to wealthy homeowners in designated markets. RSVP Businesses also presently include or may include in the future, other forms of advertising and marketing in existence now or in the future; i.e., postcards, other types of direct mail, Internet advertising, telephone direct advertising, etc. RSVP Businesses operate using the "RSVP" trademark and service mark and other trademarks, service marks, associated logos, designs, symbols and copyrighted works which we may designate from time to time, with it being understood that we may change, alter, amend, or discontinue the same (collectively, the "Marks"), under distinctive business formats, methods, procedures, standards, specifications and rules that we prescribe for the operation of RSVP Businesses which we may change, develop, modify or specify from time to time (collectively, the "System Standards"). Our business consists of a franchise network of RSVP Businesses and suppliers, customers and affiliates (the "System"). We grant to persons who meet our qualifications and who are willing to undertake the investment and effect the right to participate in the System by operating an RSVP Business using the Marks in compliance with the System Standards in the defined geographic territory we designate (the "Territory"). You have represented to us that you want the right to operate an RSVP Business. We have considered awarding you a Franchise (as defined below) in reliance upon all of your representations and the promises, covenants and agreements herein.

1.2. ACKNOWLEDGMENTS. You acknowledge that you have read this Agreement and understand and accept the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain our high standards of quality and service and the uniformity of those standards at each RSVP Business. You agree that all of the foregoing is necessary to protect and preserve the goodwill of the Marks and the System. You acknowledge that 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 the

RSVP Business may evolve and change over time, that an investment in the RSVP Business involves business risks and that your business abilities and efforts are vital to the success of the venture. You acknowledge that any information you acquire from other RSVP franchisees or licensees 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. You acknowledge that, 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 persons as a result of this Agreement are solely between you and us. You further acknowledge that we have advised you to seek legal counsel to review and evaluate this Agreement.

1.3. GRANT OF FRANCHISE. We hereby grant you (i) this "Franchise" to operate one (1) RSVP Business and (ii) a limited, non-transferable, non-sublicensable, revocable and non-exclusive license to use the Marks and System solely in accordance with the System Standards, all of the foregoing within the following Territory served from your Principal Place of Business:

_____

_____

_____

_____

1.4. TERM AND RENEWAL. This Agreement is for a term of ten (10) years from the date of execution (the "Initial Term"), unless sooner terminated in accordance with this Agreement. Provided you are in full compliance with the terms of this Agreement, we and you may mutually agree to renew this Agreement for successive ten (10) year periods (each such period, a "Renewal Period"). In order to renew this Agreement, you must:

Give us written notice of election to renew no sooner than one (1) year and no later than one hundred twenty (120) days prior to the end of the Initial Term or the then-current Renewal Period;

At the time of both the renewal and the notice given, (i) not be in default of any provision of this Agreement or any amendment and (ii) meet throughout the Initial Term or Renewal Period, as applicable, the minimum marketing levels as set forth in Schedule A of this Agreement; and

Execute a general release, in a form prescribed by us, of any and all claims against us and our affiliates, and our respective officers, directors, security holders, agents, and employees.

If local law requires that we give you notice of nonrenewal, termination and/or expiration prior to the nonrenewal, termination and/or expiration of the Initial Term or the then-current Renewal Period, this Agreement shall remain in effect on a month-to-month basis until we have given you the notice required by such law.

In order for any renewal to be effective, you and we must execute our then-current franchise agreement at the time of renewal, which may contain terms materially different from those set forth in this Agreement. You will pay us a renewal fee of Five Thousand Dollars ($5,000) (the "**Renewal Fee**") (such Renewal Fee will be increased from time to time to reflect increases in the Metropolitan Area Consumer Price Index – All Urban Consumers – All Items (1982-1984 = 100) from the date of this Agreement, as published by the U.S. Department of Labor or in a successor index) at the time we execute the then-current franchise agreement.

1.5. RIGHTS WE RESERVE. We retain the right to establish, and grant to franchisees the right to establish, RSVP Businesses anywhere outside the Territory on such terms and conditions as we deem appropriate; and sell our services, whether or not using the Marks, inside or outside the Territory through distribution channels other than RSVP Businesses. We further reserve the right to maintain as customers those accounts which we designate as "National Accounts" whether located inside or outside of your Territory and to require you to insert in each of your postcard mailers, up to four (4) additional cards for such accounts. In all circumstances, we will reimburse you for the direct printing press charges in the event we require you to insert these cards. Where we receive cash from the National Account for such inserts, we also will pay you Five Dollars ($5.00) per 1,000 inserts circulated. Our receipt of remuneration other than cash from such National Account for such inserts does not obligate us to pay you in kind. We may also require you to insert a System identity card to promote the System services. We will reimburse you for the System identity card's actual printing costs.

1.6. GUARANTY AND ASSUMPTION OF OBLIGATIONS. If you or anyone representing you is signing this Agreement in other than your or their individual capacity, you and each of your Principal Owners will fully and accurately complete, sign and deliver to us the Principal Owner's Guaranty and Principal Owner's Statement attached as Schedules C and D, respectively, to this Agreement.

1.7. ASSET PURCHASE AGREEMENT. If you are buying an existing RSVP Business from us or from one of our affiliates, you shall also execute an Asset Purchase Agreement substantially in the form as the document attached as Exhibit H to our Franchise Disclosure Document. It is your responsibility to consult with legal counsel to ensure the legality and enforceability of each term of the Asset Purchase Agreement with regard to your purchase. We may require you to pay the transferee's transfer fees under its franchise agreement and our costs for evaluating you as a transfer candidate.

2. FEES.

2.1. INITIAL FRANCHISE FEE. Concurrently with your execution of this Agreement, you must pay and deliver to us the following with the following terms:

a nonrecurring and nonrefundable initial franchise fee in the amount of $_____ (_____ Dollars), which will be fully earned by us and is not refundable or creditable under any circumstances (the "Franchise Fee");

the "Insurance Fee" in the amount of $600 for the first year.

_____/i/ For Us _____/i/ For You

2.2. ROYALTY. You agree to pay us or our designee a weekly royalty ("Royalty") in the amount of seven (7%) percent of Gross Sales (as defined below) per calendar week (i.e. Sunday through Saturday), which is referred to in this Agreement as an "Accounting Period". We or our designee, if applicable, must receive the Royalty on or before the Tuesday following the end of each preceding Accounting Period via check delivered by U.S. Mail, along with your statement of Gross Sales in approved form.

2.3. DEFINITION OF "GROSS SALES." As used in this Agreement, the term "Gross Sales" means all revenue you derive from operating the Franchise, including, but not limited to, all amounts you receive in, at, from, arising out of or away from the business, including sales shipped directly to customers, and whether from cash, check, barter, trade-in, credit transactions or otherwise, and whether from sales, rentals, services performed or special orders and whether from wholesale, retail, export or otherwise, but excluding: (a) all federal, state or municipal sales taxes, use taxes or service taxes collected from customers and paid to the appropriate taxing authority, (b) customer refunds, adjustments, credits and allowances actually made by the Franchise in compliance with the System Standards, and (c) barter specifically used in connection with the development of your business.

2.4. STARTUP PROMOTION. You shall expend no less than Five Thousand Dollars ($5,000) to conduct startup promotion according to the System Standards in the manner we may designate or approve from time to time.

2.5. ONGOING LOCAL MARKETING. You shall conduct ongoing local marketing according to the System Standards, which do not require you to expend a specific sum of money for local marketing.

2.6. NATIONAL MARKETING. While we do not presently conduct National Marketing Programs, we reserve the right to do so in the future. Following thirty (30) days' notice to you, you shall pay us, concurrently with your Royalty payment, an amount equal to one percent (1%) of Gross Sales per Accounting Period (the "Ad Fee"), which we will use in the manner we designate to conduct regional and national marketing according to the System Standards.

2.7. 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. You acknowledge that this Section 2.7 does not constitute our agreement to accept any payments after they are due or our commitment to extend credit to, or otherwise finance your operation of, the Franchise. Your failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 10 hereof, notwithstanding the provisions of this Section 2.7.

2.8. APPLICATION OF PAYMENTS. Notwithstanding any designation you might make, we at our option may 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.

2.9. INTERNET SERVICE CHARGES. We have established RSVPAdmin.com ("RSVPAdmin") as an Internet-based franchise management tool which we currently permit you to use without paying any fees. However, we may, in our sole judgment and from time to time,

require you to participate in RSVPAdmin or other Internet-based management tools and to meet the rules and qualifications for such participation. We may, at any time and in our sole judgment, charge those participating in RSVPAdmin or other Internet-based management tools our then current fees for doing so and change those fees at any time by giving you notice. Such fees may be due at the times and in the manner we may designate from time to time in our sole judgment by giving you notice.

2.10. INSURANCE FEES. Commencing after the first year of the Initial Term, you must pay to us our then-current fee for obtaining errors and omissions insurance for you on your behalf (the "Insurance Fee"). The Insurance Fee will be the greater of (i) $600 per year and (ii) the amount we determine by our policies and procedures we designate, from time to time in our sole judgment for apportioning our costs of obtaining such insurance among RSVP Businesses. In return for payment of the Insurance Fee, we or our designee purchase an errors and omissions insurance policy to which we add franchisees as our additional insureds.

2.11. FUNDS TRANSFER. We may, in our reasonable discretion, require you to make payment of any or all fees hereunder via electronic funds wire transfer. Where we require electronic funds wire transfer, you shall bear the cost of the funds transfer and you shall send to us by facsimile any statements that otherwise would have been mailed to us, in addition to confirmation of the funds transfer. Such election by us will supersede any contrary provisions of this Agreement.

3. TRAINING AND COMMENCEMENT ASSISTANCE.

3.1. TRAINING. Before you begin operating the Franchise, we will furnish you (or, if you are a corporation or partnership, your managing shareholder or partner) and one (1) additional employee you elect to enroll in the training program with initial training in the operation of the RSVP Business. Initial training consists of ten (10) days of training for you and your employees to be furnished at an operating RSVP Business. You and your employee are required to complete the initial training to our satisfaction. Although we will furnish initial training to you and the aforementioned number of additional employees at no additional fee or other charge, you will be responsible for all travel and living expenses which you and your employee incur in connection with training. If we determine that you are unable to complete initial training to our satisfaction, we have the right to terminate this Agreement pursuant to Section 10.2. You also are required to participate in all other activities required to operate the Franchise.

3.2. REFRESHER TRAINING. If you are in default, we may require you and/or previously trained and experienced employees to attend periodic "refresher" training courses at such times and locations that we designate, and we may charge reasonable fees for such courses. We also may require you to pay us fees for our training your new employees hired after your Franchise commences operations, if you so request. You agree to give us reasonable assistance in training or assisting other RSVP franchisees.

3.3. GENERAL GUIDANCE. We will advise you from time to time regarding operating issues concerning the Franchise disclosed by reports you submit to us or on-site inspections we make. Such guidance will, at our discretion, be furnished in our Operations Manual

(as defined below), bulletins or other written materials and/or during telephone consultations and/or consultations at our principal business address or the Franchise.

3.4. ON-SITE VISITS. Our representative may visit with you periodically in your Territory to provide you with guidance in operating the Franchise. We have the right to inspect the RSVP Business at the Principal Place of Business.

3.5. ADDITIONAL GUIDANCE AND ASSISTANCE. If you request, or if we require, additional or special training for your employees, all of the expenses that we incur in connection with such training, including per diem charges and travel and living expenses for our personnel, will be your responsibility. Such additional guidance and assistance may include, without limitation, a buying advisory service, ongoing marketing programs, newsletters, meetings or research and development of goods and services. Additionally, we have the right to require you to use the services of a sales training consultant on a monthly basis for assistance with ongoing activities.. In the event that we require you to use these services, you will be required to pay a monthly sales training fee of $300 per month for every month during which you receive such services.

3.6. OPERATIONS MANUAL/SYSTEM STANDARDS. During the term of this Agreement, we will allow you to use one (1) copy of our operations manual ("Operations Manual"), consisting of such materials (possibly including, without limitation, audio tapes, videotapes, magnetic media, computer software and written materials) that we furnish to franchisees from time to time for use in operating the RSVP Business in accordance with the System Standards. The Operations Manual contains the System Standards and other information relating to your other obligations under this Agreement and related agreements. The Operations Manual may be modified from time to time to reflect changes in the System Standards. You agree to keep your copy of the Operations Manual current and in a secure location at the Franchise. In the event of a dispute relating to its contents, the master copy of the Operations Manual we maintain at our principal business address will be controlling. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Operations Manual. If your copy of the Operations Manual is lost, destroyed or significantly damaged, you agree to obtain a replacement copy at our then applicable replacement charge (currently $1.00 per page for damaged manuals plus $10.00 per page penalty for lost manuals). If you are unable to substantiate, to our reasonable satisfaction, that your Operations Manual, or any part of it, was not obtained by a Competitive Business (as defined herein), we may terminate this Agreement.

3.7. STARTUP INVENTORY, FURNITURE, FIXTURES, SOFTWARE, EQUIPMENT AND SUPPLIES. After your execution of this Agreement and before you commence operations of your Franchise, we will give you lists of the startup inventory, furniture, fixtures, software, equipment and supplies we suggest you otherwise obtain prior to commencing operations. In the event that you are purchasing an existing RSVP Business from another franchisee, such list will only include goods not covered by the Asset Purchase Agreement. From time to time, in our sole judgment, we may require you to establish independent commercial relationships with suppliers we may approve for specific items. You will establish independent commercial relationships with other suppliers for the goods and services for which we only provide specifications. Our then-current list of approved suppliers (if any) and specifications for goods

and services will be set forth in the Operations Manual (see below) or in other materials we give you from time to time.

3.8. MINIMUM MARKETING LEVELS. Commencing after the first year of operations of your Franchise, you must maintain minimum marketing levels as set forth in Schedule A to this Agreement.

4. MARKS AND CONFIDENTIAL INFORMATION.

4.1. OWNERSHIP AND GOODWILL OF MARKS. Your right to use the Marks is derived solely from this Agreement and limited to your operation of the Franchise pursuant to and in compliance with this Agreement and the System Standards, which 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 Franchise in compliance with this Agreement). All provisions of this Agreement applicable to the Marks apply to any additional proprietary trademarks and service marks and commercial symbols we authorize you to use.

4.2. LIMITATIONS ON YOUR USE OF THE MARKS. You agree to use the Marks as the sole identification of the Franchise, except that you agree to identify yourself as the independent owner of the Franchise in the manner we prescribe. 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. You may not use any Marks as part of any corporate or legal business name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than the Marks) or in any modified form, nor may you use any Marks in connection with the performance or sale of any unauthorized goods or services or in any other manner we have not expressly authorized in writing. No Marks may be used in any advertising concerning the transfer, sale or other disposition of the Franchise or an ownership interest in you. You agree to display the Marks prominently in the manner we prescribe at the Franchise, on supplies or materials we designate and in connection with forms and advertising and marketing materials. You agree to give such notices of trademark and service marks registrations (i.e., "®", "SM" or "TM") as we specify and to obtain any fictitious or assumed name registrations required under applicable law.

4.3. NOTIFICATION OF INFRINGEMENTS AND CLAIMS. You agree to notify us immediately of any potential infringement or challenge to your use of any Marks, or of any claim by any person of any rights in any Marks, and 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 sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, United States Patent and Trademark Office ("USPTO") proceeding or any other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Marks. You agree to fully cooperate with us in connection with any such claim, including 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 USPTO proceeding or other proceeding or otherwise to protect and maintain our interests in the Marks.

4.4. DISCONTINUANCE OF USE OF THE MARKS. If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Marks and/or use one or more additional or substitute trademarks or service marks, you agree to comply with our directions within a reasonable time after receiving notice thereof. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Marks or for any expenditures you make to promote a modified or substitute trademark or service mark.

4.5. CONFIDENTIAL INFORMATION. We possess (and will continue to develop and acquire), and may disclose to you, certain confidential information (the "Confidential Information") relating to the development and operation of RSVP Businesses, which may include (without limitation): Territory selection criteria, the System, the System Standards, the Operations Manual, any other proprietary materials, the sales and marketing techniques used, and knowledge of and experience in developing and operating RSVP Businesses; customer information; marketing and advertising programs for RSVP Businesses; knowledge of specifications for and suppliers of certain goods, services, furniture, fixtures, equipment, software, furnishings and signs, materials and supplies; and knowledge of the operating results, costs and financial information, data and performance of RSVP Businesses other than the Franchise.

4.6. USE OF CONFIDENTIAL INFORMATION. You acknowledge and agree that you do not acquire any interest in Confidential Information, other than the right to utilize Confidential Information disclosed to you in operating the Franchise during the term of this Agreement and solely in furtherance of the Franchise, and that the use or duplication of any Confidential Information in any other business would constitute an unfair method of competition that causes us detrimental harm. You further acknowledge and agree that Confidential Information is proprietary, includes our trade secrets and is disclosed to you solely on the condition that you agree, and you do hereby agree, that you: will not use Confidential Information in any other business or capacity; will maintain the absolute confidentiality of Confidential Information during and after the term of this Agreement; will not make unauthorized copies of any portion of Confidential Information disclosed via electronic medium or in written or other tangible form; and will adopt and implement all reasonable procedures that we prescribe from time to time to prevent unauthorized use or disclosure of Confidential Information, including, without limitation, restrictions on disclosure thereof to Franchise personnel and others. You must obtain your employees' and independent contractors' signatures and consent to be bound by the terms of such confidentiality, work product, non-solicitation and non-competition agreements we designate from time to time (collectively, "Confidentiality Agreements") within five (5) days after the date on which such employees and independent contractors are hired or retained. Copies of our current approved form of Confidentiality and Noncompetition Agreement are attached as Schedule E to this Agreement.

4.7. IDEAS, CONCEPTS, TECHNIQUES OR MATERIALS. All ideas, concepts, techniques and materials relating to the RSVP Business, whether or not including our Confidential Information and whether or not constituting protectable intellectual property, and whether created by or on behalf of you or your owners, will be promptly disclosed to us, deemed to be our sole and exclusive property and part of the System and deemed to be "works made for hire" for us and

owned by us. If any of such ideas, concepts, techniques or materials may not, by operation of law, be considered a "work made for hire" by you for us, or if ownership of all right, title, and interest of the intellectual property rights therein shall not otherwise vest exclusively in us, then you hereby assign to us, and upon the future creation thereof automatically assign to us, without further consideration, the ownership of all such ideas, concepts, techniques or materials and you and your owners agree to sign whatever assignment or other documents we may request from time to time to evidence our ownership or to assist us in securing intellectual property rights in such ideas, concepts, techniques or materials. We will have the right to obtain and hold in our own name patents, copyrights, registrations and any other protection available in such ideas, concepts, techniques or materials.

5. EXCLUSIVE RELATIONSHIP.

You acknowledge 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 RSVP Businesses if franchised owners of RSVP Businesses were permitted to hold interests in or perform services for a Competitive Business (as defined below). You also acknowledge that we have granted the Franchise to you in consideration of and reliance upon your agreement to deal exclusively with us. You therefore agree that, during the term of this Agreement, neither you nor any of your owners (nor any of your or your owners' spouses, children or other relatives by blood or marriage or civil union) will have any direct or indirect interest as a disclosed, undisclosed or beneficial owner in, or lender to, a Competitive Business or perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business, or recruit or hire any person who is our employee or the employee of any RSVP Business without obtaining the prior written permission of that person's employer. The term "Competitive Business" as used in this Agreement means any business operating, or granting franchises or licenses to others to operate, any business in the same or similar activities as those described in Section 1.1 of this Agreement, including any advertising business, direct mail business, internet advertising business or similar business (other than another RSVP Business operated under a franchise agreement with us). You agree that the covenant not to compete contained in Section 11 of this Agreement is in addition to, and not in lieu of, the provisions of this Section 5.

6. SYSTEM STANDARDS.

6.1. COMPLIANCE WITH THE SYSTEM STANDARDS. You acknowledge and agree that your operation and maintenance of the Franchise in accordance with the System Standards is essential to preserve the goodwill of the Marks and all RSVP Businesses. Therefore, at all times during the term of this Agreement, you agree to operate and maintain the Franchise in accordance with the then-current System Standards. We may periodically modify and supplement the System Standards during the term of this Agreement.

6.2. PROVISIONS OF THIS AGREEMENT. You agree that the System Standards prescribed from time to time in the Operations Manual, or otherwise communicated to you in writing or other tangible form. All references to this Agreement include all the System Standards as periodically modified.

6.3. RSVP INSURANCE TRUST ACCOUNT. You must follow all of our or our designees' policies and procedures for participation in the RSVP Insurance Trust Account, which we, in our sole judgment, may establish from time to time.

6.4. COMPUTER SYSTEM. You must, in the manner we designate, acquire, license and use, in developing and operating the Franchise, a computer and communications system (collectively, the "Computer System") consisting of the computer services, components, equipment, computer hardware, telecommunications equipment, and software designated or approved by us from time to time. We may require you to obtain as part of the Computer System specified computer and communications hardware, equipment, components or software and services (such as Cable/DSL, T-1 line, Fiber Optic line or other ISP service) and may modify specifications for and components of the Computer System from time to time. Our modifications and specifications for components, equipment, services, operating or communications and software of the Computer System may require you to incur cost to purchase, lease or license new or modified software or computer or communications hardware, equipment, components 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 or communications hardware, equipment, components, services and software comprising the Computer System (or additions or modifications) operating it in accordance with our System Standards and ensuring that it is compatible with, and capable of participation in and performing the functions we designate. The Computer System must be capable of connecting with our computer system performing the functions we designate, accessing and communicating with any Internet-based franchise management tools, permitting us to review the results of the Franchise's operations, and engaging in any e-commerce activities that we designate or approve. We also have the right to charge you reasonable systems fees for modifications of and enhancements made to any proprietary software that we license to you and other maintenance and support or optional services that we or our affiliates furnish to you related to the Computer System.

6.5. WEBSITES AND E-COMMERCE. We have the right to control your use of URL's, domain names, websites, addresses, metatags, links, key words, e-mail addresses and any other means of electronic identification or origin ("e-names"). We also have the right to designate, approve, control or limit all aspects of your use of the Internet, Intranet, World Wide Web, wireless technology, digital cable, use of e-names, e-mail, websites, home pages, bulletin boards, chatrooms, e-mail, linking, framing, on-line purchasing cooperatives, marketplaces, barter exchanges, and related technologies, methods, techniques, registrations, networking, and any electronic communication, commerce, computations, or any means of interactive electronic documents contained in a network of computers or similar devices linked by communications software (collectively, "e-commerce"). You must follow all of our policies and procedures for the use and regulation of e-commerce. We may require that you provide graphical, photographic, written or other forms of artistic or literary content to us for use in e-commerce activities associated with the Marks or the System, as we may designate. We may restrict your use of e-commerce to a centralized website, portal or network or other form of e-commerce designated by us operated by us or our designee. We may require that you provide information to us and arrange product or service sales or distribution via e-commerce. We may require you to coordinate your e-commerce activities with us. We may charge you our then-current fees for such e-commerce activities which we designate. We may require you to obtain the services of and pay the then current fees for ISP and ASP services and the like. We may require that your customers be provided access to certain

e-commerce activities that we designate from time to time, and may require that your customers purchase products and services directly from us through a website or portal designated by us. You recognize and agree that between you and us, we own all rights to all interest in and to any data collected via e-commerce related to the System and the Marks, including any customer data, click-stream data, cookies, user data, hits and the like: such information is deemed by us to be and constitutes our Confidential Information. You shall not register, attempt to register, obtain any ownership in, or otherwise utilize any website, domain name, URL, Internet presence or other electronic communications portal which contains, incorporates, or consists of the Marks or any of them, without our express written consent, which may be withheld for any or no reason. In the event that you register, attempt to register, obtain any ownership in, or otherwise utilize any website, domain name, URL, Internet presence or other electronic communications portal in violation of this Section 6.5, in addition to any rights we may have under Section 10, you hereby agree and acknowledge that any such website, domain name, URL, Internet presence or other electronic communications portal, including any copyrights therein, shall be deemed to be our property. In the event that a tribunal or court of competent jurisdiction determines that any ownership rights to any website, domain name, URL, Internet presence or other electronic communications portal are not automatically transferred to us pursuant to this Section 6.5, you agree to execute any documents deemed necessary by us to give effect to this Section 6.5. We may condition our approval of your use of any website, domain name, URL, Internet presence or other electronic communications portal on the transfer of any and all ownership rights therein to us, including any copyrights therein, for which we may elect to pay a reasonable fee.

6.6. MODIFICATION OF THE SYSTEM STANDARDS. We may periodically modify the System Standards, which may accommodate regional or local variations as we determine, and any such modifications may obligate you to invest additional capital in the Franchise ("Capital Additions") and/or incur higher operating costs; provided, however, that such modifications will not alter your fundamental status and rights under this Agreement. We will not obligate you to make any Capital Additions when such investment cannot, in our reasonable judgment, be amortized during the remaining term of this Agreement, unless we agree to extend the term of this Agreement so that such additional investment, in our reasonable judgment, may be amortized, or unless such investment is necessary in order to comply with applicable laws.

7. RECORDS, REPORTS AND FINANCIAL STATEMENTS.

7.1. BOOKKEEPING. You agree to establish and maintain at your own expense a bookkeeping, accounting and record keeping system conforming to the requirements and formats we prescribe from time to time. We may require you to use approved computer hardware and software in order to maintain certain sales data and other information. You agree to furnish to us on such forms that we prescribe from time to time, without limitation, as follows:

Within twenty (20) days after the end of each calendar month, a profit and loss statement for the Franchise for the immediately preceding calendar month and a year-to-date balance sheet as of the end of such month in our approved format; within ninety (90) days after the end of the Franchise's fiscal year, compiled annual profit and loss and source and use of funds statements and an audited balance sheet for the Franchise as of the end of such fiscal year signed by you or your principal operating officer or operating partner;

Within ten (10) days after receipt of our written 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;

Within twenty four (24) hours after receipt of our written request, proof of insurance, in a form acceptable to us, of the policies of insurance we require pursuant to Section 12 hereof; and

Within twenty four (24) hours after receipt of our written request, proof of electronic money transfer as we require in Section 2.10 hereof.

7.2. VERIFICATION. You agree that each document and all information provided hereunder, including as set forth on the exhibits and schedules, shall be true, complete and correct. You will 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 Franchise. We also have the right to require you to have reviewed or audited financial statements prepared on an annual basis. Moreover, we have the right, as often as we deem appropriate, including on a daily basis, to access all computer systems that you are required to maintain in connection with the operation of the Franchise and to retrieve all information relating to the Franchise's operations.

8. INSPECTIONS AND AUDITS.

8.1. OUR RIGHT TO INSPECT AND AUDIT THE FRANCHISE. To determine whether you and the Franchise are complying with this Agreement and the System Standards, including, without limitation, your obligations to make payments to us, we and our designated agents have the right at any time during regular business hours, and without prior notice to you, to inspect and audit, or cause to be inspected and audited the Franchise, including, without limitation, interviewing personnel and customers of the Franchise and inspecting and copying any books, accounting records, sales and income tax records and returns and other records and documents relating to your operation of the Franchise.

8.2. COOPERATION. You agree to cooperate fully with us and our representatives, independent accountants and any other third parties we hire in connection with any such inspections, observations, photographing, videotaping, product removal and interviews. 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. In the event such inspection or audit is made necessary by your failure to furnish reports, supporting records or other information as herein required, or to furnish such items on a timely basis, you agree to reimburse us for the reasonable 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. Furthermore, in the event that we discover as the result of an audit that you have not complied with your obligations to make payments to us in accordance with this Agreement and the System Standards, you agree to pay interest, at the highest contract rate of interest permitted by law, on the difference between the amount owed to us and the amount actually paid and to reimburse us for the reasonable cost of such audit, including, without limitation, the charges of attorneys and independent accountants and the travel expenses,

room and board and compensation of our employees. The foregoing remedies are in addition to our other remedies and rights under this Agreement and applicable law.

9. TRANSFER.

9.1. BY US. This Agreement is fully transferable by us and will inure to the benefit of any transferee or other legal successor to our interests herein.

9.2. BY YOU. You understand and acknowledge that the rights and duties created by this Agreement are personal to you (or, if you are a corporation or partnership, to your owners) and that we have granted the Franchise to you in reliance upon our perceptions of your (or your owners') individual or collective character, skill, aptitude, attitude, business ability, acumen and financial capacity. Accordingly, neither this Agreement (or any interest herein) nor any ownership or other interest in you or the Franchise may be transferred without our prior written approval, which approval shall not be unreasonably withheld. We reserve the right to refuse to consent to any proposed transfer for any reason whatsoever based on:

The character, skill, aptitude, attitude, business ability, acumen or financial capacity of the proposed transferee;

The ability of the proposed transferee to operate effectively or efficiently under the proposed transfer terms;

Any anticipated negative impact on the System or any entity operating under the System;

The transferor's failure to make a representation and warranty to us that it has fully complied with each provision of this Agreement, including the covenants contained in Section 11, and that it will continue to observe its post-term obligations, including the post-term covenants provided in Section 11;

The transferor's failure to execute a general release, in a form prescribed by us and all claims against us and our affiliates and our respective officers, directors, security holders, agents, and employees; or

Any other reason permitted by applicable law.

Any transfer without our approval constitutes a breach of this Agreement and is void and of no effect. As used in this Agreement, the term "transfer" includes your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift, mortgage, pledge, bulk sale, hypothecation or other disposition of any interest in: this Agreement; you; or the Franchise. You will pay us a transfer fee of Five Thousand Dollars ($5,000) (such transfer fee shall be increased from time to time to reflect increases in the Metropolitan Area Consumer Price Index – All Urban Consumers – All Items (1982-1984 = 100) from the date of this Agreement, as published by the U.S. Department of Labor or in a successor index) plus an amount equal to our then-current per diem fee times the number of training days your transferee will require, payable at the time we approve any transfer.

9.3. OUR RIGHT OF FIRST REFUSAL. In the event that you or your selling owners receive a bona fide offer to purchase your entire interest in the Franchise, you must give us notice of such bona fide offer within fifteen (15) days after your receipt thereof. Upon our receipt of such notice, we will have the right, exercisable by written notice delivered to you or your selling owners within thirty (30) days from the date of the delivery to us of an exact copy of a bona fide offer (and all other information we request), to purchase such interest for the price and on the terms and conditions contained in such bona fide offer; provided that we may substitute cash for any form of payment proposed in such offer; our credit will be deemed equal to the credit of any proposed purchaser; we will have not less than sixty (60) days after giving notice of our election to purchase to prepare for closing; and 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.

9.4. EXERCISE. If we exercise our right of first refusal, you and your selling owner(s) agree that, commencing on the date of the closing, you and your selling owner(s) will be bound by the post-term covenant not to compete contained in Section 11 of this Agreement.

10. TERMINATION OF AGREEMENT.

10.1. BY YOU. You may not terminate this Agreement.

10.2. BY US.

You shall be deemed to be in default under this Agreement, and all rights granted to you herein shall automatically terminate without notice to you, if you become insolvent (either by virtue of your having an excess of liabilities over assets or your inability to meet your obligations as they become due), or make a general assignment for the benefit of creditor; if a petition in bankruptcy is filed by you or if such a petition is filed against you and not opposed by you; if you are adjudicated insolvent; if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); if execution is levied against your business or property; if a suit to foreclose any lien or mortgage against the assets of your business is instituted against you and not dismissed within thirty (30) days; or if the real or personal property of your business is sold after levy thereupon by any sheriff, marshal or constable.

Upon the occurrence of any of the following events of default, we may, at our option, terminate this Agreement and all rights granted hereunder, without affording you any opportunity to cure the default, effective immediately upon notice to you:

(i) you (or your managing shareholder or partner) fail to successfully complete initial training to our satisfaction, as described in Section 3.1;

(ii) you fail to begin operating the Franchise within one hundred twenty (120) calendar days after the execution of this Agreement;

(iii) you abandon or fail to diligently and actively operate the Franchise at any time, unless the Franchise has ceased to operate for a purpose we have approved;

(iv) you fail to operate the Franchise for two (2) consecutive months;

(v) you fail to publish and mail postcard decks at least once in any five (5) month period;

(vi) you surrender or transfer control of the operation of the Franchise without our prior written consent;

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

(viii) you (or any of your owners) are or have been convicted by a trial court of, or plead or have pleaded no contest to, a felony;

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

(x) you (or any of your owners) make an unauthorized assignment of this Agreement or of an ownership interest in you or the Franchise;

(xi) In the event of your death or permanent disability, you or your Personal Representative shall have six (6) months after appointment in which to sell or otherwise transfer the business."

(xii) you lose the right to possession of the Principal Place of Business or otherwise lose the right to transact business in the Territory;

(xiii) you (or any of your owners) make any unauthorized use or disclosure of any Confidential Information or make any unauthorized use or disclosure of, duplicate or lose, and are unable to produce same within twenty four (24) hours of our request, any portion of the Operations Manual; provided, however, that if you can prove to our reasonable satisfaction that the Operations Manual, or portions thereof, were not obtained by a Competitive Business, we will not exercise our rights to terminate this Agreement; provided further, that you pay our then applicable replacement charge (currently $1.00 per page for damaged manuals plus $10.00 per page penalty for lost manuals);

(xiv) you fail to maintain minimum marketing levels as set forth in Schedule A to this Agreement, beginning after the first year of operations of your Franchise;

(xv) you fail, refuse, or neglect to pay any monies owing to us or our affiliates and do not correct such failure, refusal or neglect within seven (7) days after written notice is delivered to you; or

(xvi) you commit a default subject to Section 10.2(c) three (3) or more times in any twelve (12) month period.

Except as provided in Sections 10.2(a) and 10.2(b), you shall have thirty (30) days after receipt of notice of default within which to remedy any default under this Agreement and to provide us with evidence thereof. You may avoid termination by immediately initiating a remedy

to cure such default and curing it to our satisfaction within the thirty (30) day period, and by promptly providing proof thereof to us. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to you, effective immediately upon the expiration of the thirty-day period or such longer period as applicable law may require. You shall be in default pursuant to this Section 10.2(c) for failure to substantially comply with any of the requirements of this Agreement, as it may from time to time reasonably be supplemented by the Operations Manual, or failure to carry out the terms of this Agreement in good faith. Such defaults include, but are not limited to, the following illustrative events:

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

(xviii) you (or any of your owners) fail to comply with any other provision of this Agreement or the System Standards;

(xix) you (or any of your owners) fail on three (3) or more separate occasions within any period of twelve (12) consecutive months 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

(xx) you engage in any business or market with any product or service under a name which, in our opinion, is confusingly similar to the Marks.

10.3. SURVIVAL. The provisions of Sections 4.5, 4.6, 4.7, 11, 12.2, 12.3, 13.8, 13.9, 13.10, 13.11, and 13.17 shall survive the expiration or termination of this Agreement for any reason.

10.4. POST EXPIRATION OR TERMINATION OBLIGATIONS. In addition to your other obligations set forth herein, you must comply with the following obligations upon the expiration or termination of this Agreement:

Reversion of Rights. Discontinuation of Trademark Use. All of your rights to the use of the Trademarks and all other rights and licenses granted herein and the right and license to conduct business under the Trademarks in the Territory will revert to us without further act or deed of any party. All of your right, title and interest in, to and under this Agreement will become our property. You must immediately comply with the post-term noncompete obligations set forth herein, cease all use and display of the Trademarks and of any proprietary material (including, but not limited to, the Operations Manual) and of all or any portion of point-of-sale materials furnished or approved by us, assign all right, title and interest in the telephone numbers for the Franchise and cancel or assign, at our option, any assumed name rights or equivalent registrations filed with authorities. You must pay all sums due to us, our vendors or designees and all sums you owe to third parties that have been guaranteed by us or any of our vendors. You must immediately return to us, at your expense, all copies of the Operations Manuals and all other proprietary information and materials then in your possession or control or previously disseminated to your employees and

continue to comply with the confidentiality provisions set forth herein. You must promptly at your expense remove and obliterate all signage, displays or other materials (electronic or tangible) in your possession that bear any of the Trademarks or names or material confusingly similar to the Trademarks. You must promptly take such action as may be required to cancel all assumed names, trade names, or other equivalent registrations as indicators of source relating to the use of any of the Trademarks and assign to us all of your rights, title and interest in the telephone numbers, telephone directory listings and advertisements, website domain names and URLs, email addresses, and government licenses or permits used for the operation of the Franchise in the Territory. Notwithstanding the foregoing, in the event of expiration or termination of this Agreement, you will remain liable for your obligations pursuant to this Agreement or any other agreement between you and us or our vendors that expressly or by their nature survive the expiration or termination of this Agreement.

Claims. You and your guarantors may not assert any claim or cause of action against us or our vendors relating to this Agreement or the RSVP Business after the shorter period of the applicable statute of limitations or one year following the effective date of termination of this Agreement; provided that where the one-year limitation of time is prohibited or invalid by or under any applicable law, then and in that event no suit or action may be commenced or maintained unless commenced within the applicable statute of limitations.

11. COVENANT NOT TO COMPETE.

Upon termination, transfer, expiration or non-renewal of this Agreement for any reason, you (and your owners, if any) agree that, for a period of twenty-four (24) months (the "Restriction Period") from the termination, transfer, expiration or non-renewal of this Agreement, whichever is later, neither you nor any of your owners will perform services for, engage in, participate in any way in (including the establishment of), or have any direct or indirect interest (i.e., through a spouse or child or other relative by blood or marriage) as a disclosed or beneficial owner, lender, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity whatsoever in any Competitive Business (as defined in Section 5 above) operating:

In the Territory;

Within a twenty-five (25) mile wide band around the Territory;

Within the Territory of any other RSVP Business; or

Within twenty-five (25) miles of the Territory of any other RSVP Business in operation or under agreement with us.

You acknowledge and agree that the covenants not to compete contained in this Agreement are reasonable and necessary and that we and our franchisees would suffer immediate and irreparable injury should you fail to comply with this covenant not to compete. You further agree to the entry of a temporary restraining order, temporary injunction, or other form of equitable relief to enforce the terms of this provision and to pay all attorneys' fees and costs associated with the enforcement of this provision.

12. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION.

12.1. INDEPENDENT CONTRACTORS/INSURANCE. 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, Franchise personnel and others as the owner of the Franchise under a franchise we have granted and to place such notices of independent ownership on such forms, checks, business cards, stationery and advertising and other materials as we may require from time to time. 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 Franchise's operation or the business you conduct pursuant to this Agreement. You agree to obtain the policies of insurance that we prescribe from time to time, to have us named as an additional insured on such policies of insurance and to obtain a waiver of subrogation against us. All such policies of insurance shall contain contractual liability coverage insuring your indemnity obligations under this Agreement. We have the right to approve such policies of insurance and the insurance carriers from which you propose to obtain such policies. You shall present evidence of insurance to us as often as we shall reasonably require, but in any event, not less than thirty (30) days prior to your commencement of operations. Such policies of insurance must require thirty (30) day notice of cancellation to us including notice of nonpayment of premiums. We make no warranty whatsoever that the insurance we require you to obtain hereunder is sufficient to cover all your insurance needs.

12.2. TAXES. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon you, your owners or the 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). It is your obligation to determine the applicability of any and all taxes to or arising from the operation of your Franchise and payment of all such taxes are your responsibility.

12.3. INDEMNIFICATION. You agree to indemnify, defend and hold us, our affiliates and our respective shareholders, directors, officers, employees, agents, successors and assigns (the "Indemnified Parties") harmless from, and against, and to reimburse any one or more of the Indemnified Parties for, all claims, obligations, damages and liabilities, directly or indirectly arising out of, or relating to, the Franchise's operation and/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 accountants', arbitrators', attorneys' 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. It is expressly

agreed that this indemnity covers the sole, joint or concurrent fault or negligence of us, you and any other person or entity.

12.4. MITIGATION NOT REQUIRED. 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 an Indemnified Party may recover from you.

13. ENFORCEMENT.

13.1. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice than is required hereunder of the termination of this Agreement or of our refusal to enter into a successor franchise agreement, or the taking of some other action not required hereunder, or if, under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any of the System Standards is invalid or unenforceable, the prior notice and/or other action required by such law or rule will be substituted for the comparable provisions hereof, and we will have the right in our sole discretion to modify such invalid or unenforceable provision or unenforceable part of this Agreement or any of the System Standards to the extent required to be valid and enforceable. You agree to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof, or any part of the System Standards, any portion or portions which a court or arbitrator may hold to be unenforceable in a final decision to which we are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order or arbitration award. Such modifications to this Agreement or any of the System Standards will be effective only in such jurisdiction, unless we elect to give them greater applicability, and will be enforced as originally made and entered into in all other jurisdictions.

13.2. WAIVER OF OBLIGATIONS. We and you will not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including, without limitation, the 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 Agreement prior to the expiration of its term) by virtue of any custom or practice at variance with the terms hereof; our or your failure, refusal or neglect to exercise any right under this Agreement or to insist upon exact compliance by the other with our and your obligations hereunder including without limitation, the System Standards; our waiver, forbearance, delay, failure or omission to exercise any right, power or option whether of the same, similar or different nature with respect to other RSVP Businesses; the existence of other franchise agreements for RSVP Businesses which contain different provisions from those contained herein; or our acceptance of any payments due from you after any breach of this Agreement. No special or restrictive legend or endorsement on any check or similar item given to us will constitute a waiver, compromise, settlement or accord and satisfaction. We are authorized to remove or obliterate any legend or endorsement, and such legend or endorsement will have no effect. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery of written notice thereof to the other or such other effective date stated in the notice of waiver. Any waiver

we grant will be without prejudice to any other rights we may have, will be subject to our continuing review and may be revoked, in our sole discretion, at any time and for any reason, effective upon delivery to you of ten (10) days' prior written notice.

13.3. FORCE MAJEURE. Neither we nor you will be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from a circumstance beyond our or your reasonable control or attributable to your or our actions, including, without limitation: transportation shortages, inadequate supply of equipment, goods, supplies, labor, material or energy or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency thereof; acts of nature; fires, strikes, embargoes, war or riot; or any other similar event or cause. Any delay resulting from any of these causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that these causes will not excuse payments of amounts owed at the time of such occurrence or payment of Royalties and Ad Fees due on any sales thereafter.

13.4. OUT-OF-STOCK AND DISCONTINUED. We are not liable to you for any loss or damage, or deemed to be in breach of this Agreement, if we cannot deliver, or cause to be delivered, or if our affiliates or designated sources or approved suppliers cannot deliver, all of your orders for goods, equipment, supplies, and the like, where such items are out-of-stock or discontinued.

13.5. COSTS AND ATTORNEYS' FEES. If we incur expenses in connection with your failure to pay when due amounts owed to us, to submit when due any reports, information or supporting records or otherwise to comply with this Agreement, you agree to reimburse us for all costs and expenses which we incur, including, without limitation, accounting, attorneys', arbitrators' and related fees.

13.6. YOU MAY NOT WITHHOLD PAYMENTS DUE TO US. You agree that you will not withhold payment of any amounts owed to us on the grounds of our alleged nonperformance of any of our obligations hereunder. You agree that all such claims will, if not otherwise resolved by us, be submitted to arbitration as provided herein.

13.7. RIGHTS OF PARTIES ARE CUMULATIVE. Our and your rights hereunder are cumulative, and no exercise or enforcement by us or you of any right or remedy hereunder will preclude our or your exercise or enforcement of any other right or remedy hereunder which we or you are entitled by law or in equity to enforce.

13.8. ARBITRATION. Except for money you owe us, our affiliates, designated sources or approved suppliers and except for controversies, disputes or claims related to or based on your use of the Confidential Information or the Marks during or after the expiration or termination of this Agreement, all controversies, disputes or claims between or among the parties to this Agreement, our shareholders, officers, directors, affiliates, agents and employees arising out of or related to this Agreement or any other agreement between you and us or any provision of any such agreement, our relationship with you, the validity of this Agreement or any other agreement between you and us or any provision of any such agreement; or any part of the System Standards

relating to the establishment or operation of the Franchise, shall be finally resolved by arbitration in Tampa, Florida before a single arbitrator in accordance with the then-current commercial arbitration rules of the American Arbitration Association. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, et seq., and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator shall not be empowered to award exemplary, punitive or other damages that exceed compensatory damages. Notwithstanding the foregoing, we may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or equitable relief, without breach of this Agreement. No arbitration proceeding under this Agreement may be consolidated with any other arbitration proceeding involving us or any other person without our prior written consent.

13.9. GOVERNING LAW. Except to the extent governed by the Federal Arbitration Act as required in Section 13.8 of this Agreement or the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et. seq.), this Agreement, the Franchise and all claims arising from the relationship between us and you will be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

13.10. CONSENT TO JURISDICTION. Subject to the arbitration provisions of Section 13.8 of this Agreement, you and your owners agree that we may institute any action against you or your owners in any state or federal court of general jurisdiction in the State of Florida, and you (and each owner) irrevocably submit to the jurisdiction of such courts and waive any objection you (or he or she) may have to either the jurisdiction of or venue in such courts.

13.11. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL. Except with respect to your obligation to indemnify us and claims we bring against you for your unauthorized use of the Marks or unauthorized use or disclosure of any Confidential Information, or your breach of the restrictive covenants set forth herein, we and you and your respective owners waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains. We and you irrevocably waive trial by jury in any action, proceeding or counterclaim, whether at law or in equity, brought by either of us.

13.12. BINDING EFFECT. This Agreement is binding upon us and you and our respective executors, administrators, heirs, beneficiaries, assigns and successors in interest and may not be modified except by written agreement signed by you and us.

13.13. LIMITATIONS OF CLAIMS. Except for claims arising from your nonpayment or underpayment of amounts you owe us pursuant to this Agreement or claims we bring against you for your unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information or your breach of the restrictive covenants set forth herein, any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless a judicial or arbitration proceeding is commenced within one (1) year from the date on which the party asserting such claim knew or should have known of the facts giving rise to such claims.

13.14. CONSTRUCTION. The exhibits, schedules, attachments and documents incorporated herein by reference are a part of this Agreement which constitute our and your entire agreement except as provided below, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement, except that you acknowledge that we justifiably have relied on your representations made prior to the execution of this Agreement. This Agreement does not exclude any representations made in our Franchise Disclosure Document. Nothing in this Agreement is intended, nor is deemed, to confer any rights or remedies upon any person or legal entity not a party hereto, notwithstanding Section 13.12 above, which acknowledges that rights may be conferred on others by operation of law.

13.15. WITHHOLD APPROVAL. Except where this Agreement expressly obligates us reasonably to approve or not unreasonably to withhold our approval of any of your actions or requests, we have the absolute right to refuse any request you make or to withhold our approval of any of your proposed or effected actions that require our approval.

13.16. HEADINGS. The headings of the Articles and Sections hereof are for convenience only and do not define, limit or construe the contents of such Articles or Sections.

13.17. JOINT AND SEVERAL OWNERS' LIABILITY. If two (2) or more persons are at any time the owners of the franchise, whether as partners or joint venturers, their obligations and liabilities to us will be joint and several. References to "owner" mean any person holding a direct or indirect, legal or beneficial ownership interest or voting rights in you (or a permitted transferee of this Agreement and the Franchise or an interest in you), including, without limitation, any person who has a direct or indirect interest in you (or a transferee), this Agreement or the Franchise 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 thereof. "Controlling interest" means ownership of more than thirty-three and one-third percent (33.33%) of your voting shares or other voting rights, if you are a corporation or partnership owned by three (3) or more persons; otherwise, ownership of more than fifty percent (50%) of your voting shares or other voting rights will constitute a "controlling interest." "Person" means any natural person, corporation, general or limited partnership, unincorporated association, cooperative or other legal or functional entity.

13.18. MULTIPLE COPIES, COUNTERPARTS AND SIGNATURES. This Agreement may be executed in multiple copies, each of which will be deemed an original. This Agreement may be executed in counterparts with facsimile signatures accepted provided original signatures and original Agreements follow through overnight delivery or standard U.S. Mail or whatever other means to which you and we shall agree.

14. NOTICES AND PAYMENTS.

14.1. NOTICES. All written notices and reports permitted or required to be delivered by the provisions of this Agreement or the Operations Manual will be deemed so delivered: At the time delivered by hand; one (1) business day after transmission by telecopy, facsimile or other electronic system with confirmed receipt; one (1) business day after being placed in the hands of a commercial courier service for next business day delivery; or three (3) business days after placement in the U.S. Mail by Registered or Certified Mail, Return Receipt Requested, postage

prepaid; and must be addressed to the party to be notified at its address first above written or at its most current principal business address of which the notifying party has been notified. Any required payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two (2) days prior thereto) will be deemed delinquent.

14.2. PAYMENTS. All payments required to be delivered by the provisions of this Agreement or the Operations Manual will be in U.S. Dollars and will be deemed so delivered as provided in Section 14.1 above, or will be deemed delivered by bank-wire transfer upon telephone or electronic confirmation with the receiving bank.

15. 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 on September 23, 2001, 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.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on the date(s) set forth below.

US:

U.S. POSTCARD SYSTEMS, INC.

By: _____
Dave Tropf
Title: Director

EACH OF THE UNDERSIGNED PARTIES WARRANTS AND REPRESENTS THAT HE/SHE HAS NOT RELIED UPON ANY GUARANTEES CONCERNING REVENUE, PROFIT OR THE SUCCESS OF THIS FRANCHISE IN SO SIGNING.

YOU:

_____

By: _____

Print: _____

Title: _____

RSVP

SCHEDULE A

TO THE

U.S. POSTCARD SYSTEMS, INC. FRANCHISE AGREEMENT

MINIMUM MARKETING LEVELS

MINIMUM MARKETING LEVELS

During the first four (4) years of the Franchise granted to the undersigned, and thereafter, Franchisee shall earn at least the following Gross Revenues upon which royalties paid to the Franchisor are based:

Year 1 - $_____ Gross Revenue

Year 2 - $_____ Gross Revenue

Year 3 - $_____ Gross Revenue

Year 4 and thereafter - $_____ Gross Revenue

You will produce a minimum of 4 mailers every 12 months (beginning one month after your initial training).

It is understood that for the purposes of this agreement, year one will commence as of the ____ of _____.

_____ Your Initials

_____ Our Initials

RSVP

SCHEDULE B

TO THE

U.S. POSTCARD SYSTEMS, INC. FRANCHISE AGREEMENT

PRINCIPAL OWNERS' GUARANTY

PRINCIPAL OWNERS' GUARANTY

This Guaranty must be signed by the principal owners (referred to as "**you**" for purposes of this Guaranty only) of _____ (the "**Business Entity**") under the Franchise Agreement dated _____, 20__ (the "**Agreement**") with **U.S. POSTCARD SYSTEMS, INC.** ("**us**," or "**our**" or "**we**").

(1) **Scope of Guaranty.** In consideration of and as an inducement to our signing and delivering the Agreement, each of you signing this Guaranty personally and unconditionally: (a) guarantee to us and our successors and assigns that the Business Entity will punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

(2) **Waivers.** Each of you waive: (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 of your 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.

(3) **Consents and Agreements.** Each of you consent and agree that: (a) your direct and immediate liability under this Guaranty is 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 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.

(4) **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 this Guaranty.

(5) **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 Florida

law and we may enforce our rights regarding it in the courts of Hillsborough Counties, Florida. Each of you irrevocably submits to the jurisdiction and venue of such courts.

[Signatures Contained on Following Page]

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

PERCENTAGE OF OWNERSHIP INTEREST IN BUSINESS ENTITY:

_____%

GUARANTOR'S SIGNATURE:

_____
Signature

_____
Print Name

Date: _____, 20__

RSVP

SCHEDULE C

TO THE

U.S. POSTCARD SYSTEMS, INC. FRANCHISE AGREEMENT

PRINCIPAL OWNERS' STATEMENT

PRINCIPAL OWNERS' STATEMENT

This form must be completed by the Franchisee and/or Developer ("**I**," "**me**" or "**my**") if I have multiple owners or if I, or my franchised business, is owned by a business organization (like a corporation, partnership or limited liability company). Franchisor is relying on the truth and accuracy of this form in awarding the Franchise and/or Development Agreement to me.

FORM OF OWNER. I am a (check one):

(1) General Partnership

(2) Corporation (Sub Chapter-S)

(3) Limited Partnership

(4) Limited Liability Company

(5) Other (Specify: _____)

I was formed under the laws of the: _____
(Applicable State or Commonwealth)

BUSINESS ENTITY. I was incorporated or formed on _____, 20___. I have not conducted business under any name other than my 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:

Name of Person	Position(s) Held

OWNERS. The following list includes the full name of each person who is one my owners and fully describes the nature of each owner's interest. (Attach additional sheets if necessary).

Name of Owner	Ownership Interest

GOVERNING DOCUMENTS. 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(S) OF BUSINESS ENTITY:

_____

By: _____

Title: _____

RSVP

SCHEDULE D

TO THE

U.S. POSTCARD SYSTEMS, INC. FRANCHISE AGREEMENT

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

CONDITIONAL ASSIGNMENT AND ASSUMPTION OF TELEPHONE NUMBERS AND LISTINGS

THIS CONDITIONAL ASSIGNMENT AND ASSUMPTION OF TELEPHONE NUMBERS AND LISTINGS (this "**Assignment**") is effective as of _____, 20___, between **U.S. POSTCARD SYSTEMS, INC.**, a Delaware corporation, with its principal place of business at 6730 W. Linebaugh Ave, Suite 201. Tampa, FL 33625 ("**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 an RSVP® Business (the "**RSVP Business**"). RSVP Businesses use certain proprietary knowledge, procedures, formats, systems, forms, printed materials, applications, methods, specifications, standards and techniques authorized or developed by us (collectively the "**System Standards**"). We identify RSVP Businesses and various components of the System Standards by certain Trademarks, trade names, service marks, trade dress, e-names and other commercial symbols including "RSVP Business" (collectively the "**Marks**"). In order to protect our interest in the System Standards and the Marks, we will have the right to control the telephone numbers and listings of the RSVP Business 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 e-names, 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 RSVP Business. We will have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment, unless we notify the telephone company and/or the listing or e-name registration agencies with which you have placed telephone directory listings, e-name listings or e-name registrations (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 us and you, 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 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 and assigns.

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. **Attorney's 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 arbitration proceedings.

8. **Severability:** If any of the provisions of this Assignment or any section or subsection of this Assignment are 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 and Forum:** This Assignment is governed by Florida law. The parties will not institute any action against any of the other parties to this Assignment except in the state or federal courts of general jurisdiction in Hillsborough County, Florida, 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.

[Signatures Contained on Following Page]

US: **U.S. POSTCARD SYSTEMS, INC.**	**YOU:** _____
By: _____	By: _____
Title: _____	Title: _____

RSVP

SCHEDULE E

TO THE

U.S. POSTCARD SYSTEMS, INC. FRANCHISE AGREEMENT

CONFIDENTIALITY

AND NONCOMPETITION AGREEMENT

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT

THIS CONFIDENTIALITY AND NON-COMPETITION AGREEMENT (this "**Agreement**") is effective as of _____ (the "**Effective Date**"), regardless of when it is signed, by and between **U.S. POSTCARD SYSTEMS, INC.**, a Florida corporation, with its principal place of business at "RSVP Plaza, 6730 W. Linebaugh Ave, Suite 201, Tampa, FL 33625 ("**we**," "**us**" and "**our**") and _____ ("**you**" or "**your**"). You and we are sometimes referred to collectively as the "**parties**" or separately as a "**party**."

BACKGROUND INFORMATION

We grant franchises for the operation of RSVP® direct mail businesses ("**RSVP® Businesses**") using the certain trademarks and service marks we designate or approve, including, "**RSVP®**" and "**Direct Mail to the Upscale®**" (collectively, the "**Marks**"), and copyrighted materials owned or licensed by us (collectively, the "**Copyrights**"). RSVP® Businesses offer direct mail advertising products and services in a distinctive and innovative style to businesses who wish to market to upscale purchasers (usually homeowners) in any given market. RSVP® Businesses operate according to our distinctive business formats, methods, procedures, designs, layouts, signs, trade secrets, developmental methods, trade dress, standards and specifications ("**System Standards**").

We grant to persons who meet our qualifications and who are willing to undertake the investment and effort the right to operate an RSVP® Business (the "**Franchise**") in a defined geographic area (the "**Market Area**").

Accordingly, the parties agree as follows:

OPERATIVE TERMS

1. **Confidential Information**. We, or our affiliates, or other RSVP® Businesses may disclose certain information to you regarding the RSVP® System, and the know how related to its use; sources and design of printing and publishing equipment, forms, materials and supplies; plans for new services or products; business proposals or financial models; copyright, patent, or other regulatory applications and registrations; marketing, advertising and promotional programs for RSVP® Businesses; staffing and delivery methods and techniques for services; the selection, testing and training of managers and other employees for RSVP® Businesses; unpublished or published reports, inventions, discoveries, know-how or improvements; information regarding accounts, consultants, publishers, printers; any information you obtain from our franchisees, licensees or vendors; the recruitment, qualification and investigation methods to secure employment for employment candidates; any computer software we make available or recommend for RSVP® Businesses, including computer programs in object or source code; methods, techniques, formats, specifications, procedures, information and systems related to and knowledge of and experience in the development, operation and franchising of RSVP® Businesses; financial statements, business plans, client lists, pricing methods; knowledge of specifications for and suppliers of certain products, materials, supplies and equipment; the terms of our franchise offering circular, franchise agreements and this Agreement; training programs; and knowledge of operating

results and financial performance of RSVP® Businesses other than those operated by you (or your affiliates); franchisee and licensee lists; methods of doing business; customer and supplier lists and the like. You acknowledge and agree that all of this information is confidential and proprietary (the "**Confidential Information**"). You will not acquire any interest in the Confidential Information. The use or duplication of any Confidential Information in any other business will constitute an unfair method of competition. You will not disclose, leak, divulge, disseminate, reveal, make available, replicate, duplicate (in any form, tangible or intangible) or otherwise communicate all or any portion of the Confidential Information to any other person or entity, or use it for any purpose other than in negotiations with us to obtain a Franchise, either directly or indirectly, unless given permission to do so by us in writing. You will use the highest degree of care to safeguard the confidentiality of the Confidential Information and not make any copies or abstracts of the Confidential Information (intangible, printed or an intangible form) except where permitted to do so by us in writing. You will adopt and implement all procedures we, in our sole judgment, may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information.

2. **Return of Confidential Information**. If, for any reason whatsoever, you do not enter into a franchise agreement with us by 60 days you and we agree as follows:

(a) **Return**: You will immediately return to us all prototypes, samples, brochures, copies, materials, duplicates, derivations, portions, extracts and any other aspects of the Confidential Information in your possession.

(b) **Copies**: You will immediately deliver to us all additional copies or other duplicates of the Confidential Information produced or created by you or us, including without limitation, all prototypes, documents, photocopies, notes, memoranda, extracts, excerpts, derivations, worksheets or other ancillary documentation containing, or derived from, Confidential Information, whether contained on paper, tangible material, tape or in computer memory banks or the storage devices.

(c) **Destruction**: You will immediately destroy any Confidential Information or derivations which you may possess in computer memory or elsewhere in machine readable form that cannot be returned to us, thereby leaving no written evidence or intangible embodiment of the Confidential Information in your possession.

(d) **Certificate**: Within 10 days following notice from us of our demand that you return or destroy the Confidential Information, you will deliver to us a written certificate executed by a duly authorized officer on your behalf, stating that you have fully and completely discharged all of your obligations pursuant to the provisions of this Agreement and returning all of the Confidential Information not destroyed.

3. **Competitive Restrictions**.

(a) You will not at any time, either during the time this Agreement is in force and effect or at any time thereafter use for yourself or divulge, furnish, or make available, either directly or indirectly, to any person, firm, corporation or other entity any Confidential Information used by

us or disclosed to you by us. You agree that all Confidential Information shall be kept strictly and absolutely confidential. Furthermore, you must not make any use of such confidential Information for any purpose whatsoever if such purpose is not specifically permitted in a subsequent agreement (e.g., franchise agreement) with us. During the period beginning on the Effective Date and ending 24 months following the Effective Date, you will not directly or indirectly yourself, or as an owner, officer, director, employee or agent of any other person or entity, engage in direct mail advertising to consumers or for any business which offers or sells direct mail advertising to others.

(b) You acknowledge that a breach of any of the provisions of this Agreement will result in continuing and irreparable damages to us for which there may be no adequate remedy at law and that we, in addition to all other relief available to us, will be entitled to the issuance of an injunction restraining you from committing or continuing any breach of this Agreement. You consent to the issuance of such injunction.

(c) This Agreement is a continuing agreement. It governs all future agreements between you and us. It may not be incorporated or merged onto another agreement without a separate written ratification or termination of this Agreement signed by us. Otherwise, its term will continue for twenty four (24) months from the last contact between you and us.

4. **Governing Law and Jurisdiction**. Florida law governs this Agreement. Jurisdiction and venue for any claims involving this Agreement is exclusively in the courts serving the City of Tampa, Florida. The parties irrevocably submit to the venue and jurisdiction of such courts.

5. **Litigation Expenses**. In any action or dispute, at law or in equity, that may arise under or otherwise relate to the terms of this Agreement, the prevailing party will be entitled to full reimbursement of its litigation expenses from the other party. Litigation expenses include attorneys' fees, defense costs, witness fees and other related expenses including paralegal fees, travel and lodging expenses and court costs. Reimbursement is due within 30 days of written notice after prevailing.

6. **Assignment**: This Agreement, and all rights and obligations of the parties, may not be assigned, subcontracted, or transferred by any party without the prior written consent of the other party.

7. **Background Information**. Both parties agree that the background information at the beginning of this Agreement is accurate.

8. **Effect**. This Agreement neither evidences, nor commits us to, an award of a Franchise to you. Any grant of the Franchise to you or any entity you own or control will be subject to a definitive Franchise Agreement mutually acceptable and signed by both you (or such entity you own or control) and us. However, in the meantime, you and we will naturally be expected to investigate each other's qualifications, background and respective businesses. Thus, each of us will cooperate with each other to obtain further information in order to proceed on a mutually beneficial business basis. Neither party has any obligation to the other party other than as described in this Agreement.

Intending to be bound, the parties sign below:

U.S. POSTAL SYSTEMS, INC.

Signature: _____	Signature: _____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date: _____

EXHIBIT D TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

FINANCING DOCUMENTS
(PROMISSORY NOTE AND SECURITY AGREEMENT)

PROMISSORY NOTE FOR INITIAL FRANCHISE FEE

$_____ 12% _____, 20___

1. FOR VALUE RECEIVED:

	Maker	Maker	Maker
Name:	_____	_____	_____
Address:	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(ADD ANOTHER SHEET IF NECESSARY)

(each "Maker") promises to pay to the order of U.S. Postcard Systems, Inc., a Delaware corporation having its principal place of business at 6730 West Linebaugh Avenue, Suite 201, Tampa, Florida 33625 (the "Payee), the principal sum of [FIRST MONTH'S INSTALLMENT] Dollars on [FIRST DUE DATE] and [NUMBER OF REMAINING INSTALLMENTS] successive [PERIOD] installments of [SUBSEQUENT INSTALLMENT AMOUNT] Dollars on the first (1st) day of each [PERIOD] thereafter until [DUE DATE FINAL PAYMENT], on which date the entire balance of principal unpaid shall be due and payable. The payment schedule attached hereto as Schedule "1" shall control.

2. Each installment, when paid, shall be credited first on interest then due and the remainder on principal, and interest shall thereupon cease upon the principal so credited.

3. The acceptance of the Payee, after any default hereunder, shall not operate to extend the time of payment of any amounts then remaining unpaid hereunder or constitute a waiver of any of the other rights of the Payee hereunder.

4. This note and all other obligations, direct or contingent, of the Maker or endorser hereof, to Payee shall become due and payable immediately, at the option of the holder of this note, without demand or notice, upon the happening to or by the Maker of any of the following events:

(a) Calling of a meeting of creditors;

(b) Voluntary or involuntary application for, or appointment of a receiver, issuance of a warrant of attachment or for distraint, or of a notice of tax lien entry of judgment;

(c) Failure to pay, withhold, collect or remit any tax or tax deficiency when assessed or due;

(d) Death or dissolution;

(e) Making a bulk sale or giving notice of intent to do so;

(f) Suspension, liquidation or termination of any RSVP® business owned wholly or partially by the Maker;

(g) Transfer or attempted transfer of the RSVP® business purchased in connection with the execution of this note;

(h) Failure, after demand, to furnish financial information or to permit inspection of any books or records, default in payment or performance of this note or any contractual or other obligation to, or acquired in any manner by the Payee;

(i) If at any time, in the sole opinion of the Payee, financial responsibility shall become impaired or unsatisfactory to the Payee;

(j) Fail to timely pay any amount due under this Note;

(k) Fail to pay Franchisor or its affiliates when due; or

(l) Breach or default under the Franchise Agreement.

5. If the Maker defaults on any payment of this note, the Maker agrees to pay all costs and expenses of collection, including reasonable attorney's fees.

6. Whenever anyone of the installments, the maturity of which has not been accelerated, is not paid on the date agreed to above, the undersigned individuals, jointly and severally, promise to pay to the holder hereof a penalty of [PENALTY] Dollars on any installment that has become due and remains unpaid for a period in excess of five (5) calendar days, provided that the aggregate of such fees collected in connection with this note shall not exceed the sum of [TOTAL PENALTY] Dollars. The Payee may assess penalties at its discretion.

7. The undersigned shall all be deemed a Maker and will be jointly, severally and individually liable as a Maker. The undersigned individuals personally guarantee payment of this Note.

8. The Maker, in any litigation arising out of or relating to this note in which a holder of the note is an adverse party, waives trial by jury and the right to interpose any defense, set-off or counterclaim of any nature or description.

9. This note is secured by a security agreement made between Maker and Payee and the holder is entitled to the benefits of the security described therein. Under certain conditions stated in the security agreement the entire principal of this note may become payable prior to the maturity stated herein. Maker shall do and sign whatever Payee reasonably requires to perfect Payee's security interest.

[Signatures on the following page]

This note shall be construed in accordance with Florida law.

MAKER(S):

Signature	Print Name
Signature	Print Name
Signature	Print Name

SCHEDULE 1 TO
PROMISSORY NOTE FOR INITIAL FRANCHISE FEE

Payment Number	Date Due	Amount	Balance Due

SECURITY AGREEMENT FOR
INITIAL FRANCHISE FEE AND NOTE

1. [Name] [Number and Street]

[City or Town] [County] [Zip Code]

(the "Debtor") does hereby grant, for valuable consideration, receipt of which is hereby acknowledged, unto _____, a _____ corporation having its principal place of business at _____ (the "Secured Party") a security interest in the RSVP® franchise identified in the franchise agreement between the Secured Party and the Debtor, dated _____, 20__, and described in attached Schedule "A" and any and all accessions thereto (the "Collateral").

2. This security interest is granted as security for payment to the Secured Party, at its principal place of business, of indebtedness of _____ ($_____) Dollars as provided in the note or notes of even date herewith and also any and all liabilities now existing or hereafter arising, including all costs and expenses incurred in the collection of the indebtedness and all future advances made by the Secured Party for taxes levied, insurance and repairs to or maintenance of the Collateral.

3. The Debtor warrants and agrees that:

A. The Debtor will use the Collateral solely for business purposes. The Debtor will give the Secured Party access to the Collateral at all times.

B. The Debtor will use the Collateral in accordance with the law, and will not permit removal of any of the Collateral from the state of _____.

C. Except for the security interest granted herein, the Debtor is the owner of the Collateral free from any prior lien, security interest or encumbrance and the Debtor will defend the Collateral against all claims and demands of any and all persons at any time claiming the same or any interest therein;

D. The Debtor will not sell, exchange, lease or otherwise dispose of any interest in the Collateral without the written consent of the Secured Party and will not permit lien, security interest, or encumbrance to attach to the Collateral;

E. No financing statement covering the Collateral is on file in any public office and at the request of the Secured Party, the Debtor will join with the Secured Party in executing one or more financial statements pursuant to the Uniform Commercial Code of the state wherein the Collateral will be possessed by the Debtor in form satisfactory to the Secured Party and the Debtor will pay the cost of filing in all public offices wherever filing is deemed necessary by the Secured Party;

F. The Debtor will maintain the Collateral in good condition and repair; will maintain insurance on the Collateral against fire, theft, and such other hazards and in such form and amount as the Secured Party may require and for the benefit of the Debtor and the Secured Party as their

interest shall appear; and will pay and discharge all taxes imposed on the Collateral. The Debtor assigns to the Secured Party and authorizes the Secured Party to indorse any draft of the proceeds. Such policy or policies shall be delivered to the Secured Party and shall be with a company or companies satisfactory to the Secured Party; and

G. At its option, the Secured Party may discharge taxes, liens or other encumbrances at any time levied or placed on the Collateral, pay for insurance on the Collateral, and pay for the maintenance and preservation of the Collateral should the Debtor fail to do so. The Debtor agrees to reimburse the Secured Party on demand for any payments so made and until such reimbursement, the amount so paid by the Secured Party shall be added to the principal amount of the indebtedness.

4. Upon happening of any of the following events or conditions:

A. Default in the payment or performance of any of the obligations or of any covenant or liability contained or referred to in any note or notes evidencing any of the obligations secured hereunder, or in any other written agreements with the Secured Party;

B. Loss, theft, destruction, sale or encumbrance of or to the Collateral;

C. Death, dissolution, termination of existence, insolvency, business failure of the Debtor;

D. Appointment of a receiver of any part of the property of, assignment for the benefit of creditors by or the commencement of any proceedings under any bankruptcy or insolvency laws by or against the Debtor;

E. Termination, transfer or an attempt to transfer any of the rights of the Debtor under the RSVP franchise agreement between the Secured Party and the Debtor, dated _____, 20___;

F. Any levy or seizure against the Debtor or any of the Collateral; or

G. If the Secured Party deems itself insecure, the Secured Party may, at its election, declare the entire amount of the indebtedness then outstanding due and payable at once and the Secured Party shall have all rights and remedies given by law including the right to enter any premises of the Debtor, without legal process and take possession of and remove the Collateral.

5. The Debtor agrees upon the request of the Secured Party, to assemble the Collateral, and to make it available at the place designated by the Secured Party.

6. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is mailed to the address of the Debtor shown in this agreement at least ten (10) calendar days before the time of such disposition. Sales for cash or on credit to a RSVP® franchisee, or at a public or private auction are all commercially reasonable means of disposition.

7. Discharge of any Debtor except for full payment, or any extension, forbearance, change of rite of interest, or acceptance, release or substitution of collateral or any impairment or suspension

of the Secured Party's rights against a Debtor, or any transfer of the Debtor's interest to another, shall not affect the right of any other Debtor.

8. No waiver by the Secured Party shall be effective unless in writing, nor shall any such waiver operate as a waiver of any other default or of the same default on a subsequent occasion.

9. All rights of the Secured Party hereunder shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the Debtor.

10. If there is more than one Debtor, their obligations hereunder shall be joint and several.

11. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof.

Debtor:

Executed this _____ day of _____, 20____, individually and as an officer of _____, a _____ corporation.

_____ _____
Signature Print Name

_____ _____
Signature Print Name

_____ _____
Signature Print Name

Secured Party:

Executed and accepted as of the _____ day of _____, 20____, in _____, _____.

By: _____

Title: _____

SCHEDULE A TO
SECURITY AGREEMENT FOR INITIAL FRANCHISE FEE

COLLATERAL

Debtor grants to Secured Party a security interest in the following described franchise and any and all accessions thereto: _____

_____

_____

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

1d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION | 1f. JURISDICTION OF ORGANIZATION | 1g. ORGANIZATIONAL ID #, if any ☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02) International Association of Commercial Administrators (IACA)

EXHIBIT E TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

CURRENT FRANCHISEES

LIST OF FRANCHISEES

AS OF THE END OF OUR FISCAL YEAR (JANUARY 31, 2018)

State	Franchisee	Franchise Outlet(s)	Address	City	ST	Zip	Telephone No.
Arizona	Rubel, Scott	RSVP Phoenix	130 E. Lamar Rd.	Phoenix	AZ	85012	(480) 874-2500
	Rubel, Scott	RSVP Tucson	130 E. Lamar Rd.	Phoenix	AZ	85012	(480) 874-2500
California	Dale, Mark	RSVP North Bay/ Marin	PO Box 9833	San Rafael	CA	94912	(415) 299-9075
	Tillery, Ben	RSVP Northern CA: Chico/Redding	P.O. Box 3387	Chico	CA	95927	(530) 276-6527
	Tillery, Ben	RSVP Sacramento	P.O. Box 3387	Chico	CA	95927	(530) 276-6527
	Galligan, Kevin	RSVP San Diego	2293 Soledad Rancho Rd	San Diego	CA	92109	(858) 279-7787
	Galligan, Kevin	RSVP Orange County	2293 Soledad Rancho Rd	San Diego	CA	92109	(858) 279-7787
	Galligan, Kevin	RSVP Inland Empire	2293 Soledad Rancho Rd	San Diego	CA	92109	(858) 279-7787
	Meyers, Eric	RSVP San Mateo	4086 Malone Dr.	Napa	CA	94558	(888) 523-0026
	Meyers, Eric	RSVP East Bay	4086 Malone Dr.	Napa	CA	94558	(888) 523-0026
	Radenmacher, Marina	RSVP Santa Clara	607 Marble Arch Ave	San Jose	CA	95136	(408) 628-9507
Colorado	Molinare, John	RSVP Denver	2490 Allison St, Suite 100	Lakewood	CO	80214	(303) 936-7787
	Molinare, John	RSVP Co Springs	2490 Allison St, Suite 100	Lakewood	CO	80214	(303) 936-7787
	Tarasi, Lou and Ginny	RSVP Northern Colorado	155 Boardwalk Dr., #400	Fort Collins	CO	80525	(970) 672-7687
Connecticut	Joanna Lombardi	RSVP Fairfield	10 Budd Dr	Bethel	CT	06801	(203) 536-8059
	Robbins, Glenn & Joannie	RSVP Hartford	33 Marsh Hill Rd.	Brimfield	MA	1010	(860) 656-9260
	Shiller, Allan and Christine	RSVP New Haven	301 Tall Timbers Rd.	Glastonbury	CT	6033	(860) 430-1637
District of Columbia	Jackson, Nate	RSVP Washington DC	25622 Green Briar Rd.	Seaford	DE	19973	(703) 924-9470
Florida	Ziffer, Mitch	RSVP Broward	10511 Santa Luguna Dr	Boca Raton	FL	33428	954) 649-3029
	Folz, Deana	RSVP Orlando	6730 W. Linebaugh	Tampa	FL	33625	(813) 960-7787
	Kobitter, Mary Beth	RSVP Pinellas	1892 Eagle Trace Blvd.	Palm Harbor	FL	34685	(727) 434-0599
	Ziffer, Mitch	RSVP Palm Beach	20423 State Rd 7, Suite F6	Boca Raton	FL	33498	954) 649-3029
	Chambliss, John and Lisa	RSVP Sarasota	16535 C.R. 675	Parrish	FL	34219	(941) 360-2145
	Wohlgemuth, Gary & Darlene	RSVP Tampa & Se Pasco	660 Island Way, Unit 806	Clearwater Beach	FL	33767	(813) 233-6415
Georgia	Aloisio, Andy and Hamlin, Lysbeth and Billy	RSVP Atlanta	3300 Highlands Pkwy, Ste 100	Smyrna	GA	30082	(678) 905-4842
	Deepsaran Udhwani	RSVP Augusta	209 Bobby Jones Expressway	Martinez	GA	30907	(706) 495-7644
	Deepsaran Udhwani	RSVP Macon	209 Bobby Jones Expressway	Martinez	GA	30907	(706) 495-7644
	Deepsaran Udhwani	RSVP Savannah	209 Bobby Jones Expressway	Martinez	GA	30907	(706) 495-7644
Iowa	Josh Egan	RSVP Des Moines	1806 N. 169th Plaza	Omaha	NE	68118	(402) 917-2210
Illinois	Norwood, Rick & Dennon, Drew	RSVP Chicago North	12107 Graceland Court	Park Ridge	IL	60491	(708) 645-7787
	Dilger, Dave & Drew, Rick	RSVP Chicago SW	12107 Graceland Court	Homer Glenn	IL	60491	(708) 645-7787
Massachusetts	Sarno, Stephen and Barbara	RSVP Boston	P. O. Box 58	W. Newbury	MA	1985	(978) 363-2323
Michigan	Cummings, Mike	RSVP Detroit: Oakland/ Macomb	10089 Longford Ct.	South Lyon	MI	48178	(248) 437-6111
Minnesota	Jorgensen, Mike	RSVP Minnesota	13911 Ridgedale Dr., Suite 404B	Minnetonka	MN	55305	(952) 474-7131
Mississippi	Gray, Lisa and Reeves, Leigh	RSVP Jackson	P.O. Box 320925	Flowood	MS	39232	(601) 624-8845
Missouri	Gioia, Ken	RSVP Kansas City	148 Clarkson Executive Park	Ellisville	MO	63011	(636) 386-7787
	Gioia, Ken	RSVP St. Louis	148 Clarkson Executive Park	Ellisville	MO	63011	(636) 386-7787

Nebraska	Josh Egan	RSVP Lincoln	1806 N. 169th Plaza	Omaha	NE	68118	(402) 917-2210
	Vandermuss, Mike	RSVP Omaha	15418 Weir St., Suite 227	Omaha	NE	68137	(402) 763-9491
Nevada	Lee, Tom	RSVP Las Vegas	8197 Horseshow Bend Lane	Las Vegas	NV	89113	(619) 301-3667
New Jersey	Karen Brownstein	RSVP Somerset	926 Haddonfield Rd., Ste E #363	Cherry Hill	NJ	08002	(609) 405-6017
	Brownstein, Karen	RSVP South Jersey	926 Haddonfield Rd., Ste E #363	Cherry Hill	NJ	08002	(609) 405-6017
New Mexico	Riddle, Dave and Theresa	RSVP New Mexico/Santa Fe	7200 Montgomery Blvd., NE Suite F1	Albuquerque	NM	87109	(505) 890-8365
New York	Walsh, Ken	RSVP Westchester	114 Hanson Lane	New Rochelle	NY	10604	(914) 772-2524
North Carolina	Kilgore, Greg and Nancy	RSVP Asheville/Greenville	4 Whithorn Way	Blythewood	SC	29016	(803) 754-8946
	Moss, Ryan	RSVP Piedmont	5640 Six Forks Rd. Suite 202	Raleigh	NC	27609	(919) 420-0904
	Moss, Ryan	RSVP Raleigh	5640 Six Forks Rd. Suite 202	Raleigh	NC	27609	(919) 420-0904
	Hall, Terry	RSVP Wilmington – "Cape Fear"	The Forum, 1121C Military Cutoff Rd #333	Wilmington	NC	28405	(910) 208-4935
Ohio	Sucato, Anthony	Cincinnati/Dayton	806 E. Franklin Street	Centerville	OH	45459	937-312-1705
	Sucato, Anthony	Cleveland/Akron	806 E. Franklin Street	Centerville	OH	45459	937-312-1705
	Sucato, Anthony	Columbus	806 E. Franklin Street	Centerville	OH	45459	937-312-1705
Indiana	Thomson, Greg	Indianapolis	9922 Northwind Circle	Indianapolis	OH	46256	(317) 809-3622
Kentucky	Sucato, Anthony	RSVP Louisville/ Lexington	806 E. Franklin Street	806 E. Franklin Street	OH	45459	(937) 312-1705
Ohio	Hannon, Shawn	RSVP Youngstown	P O Box 4572	Austintown	OH	44515	(330) 881-3513
Oklahoma	Easley, Bill	RSVP Oklahoma – Oklahoma City	8518 N.E. 129th	Jones	OK	73049	(405) 771-3516
Pennsylvania	Flaugh, Mark and Markovitz, Scott	RSVP Pittsburg	P.O. Box 62337	Pittsburgh	PA	15241	(724) 744-0317
South Carolina	Graham, Michael	RSVP Charleston/ Myrtle Beach/	3412 Henrietta Hartford Road	Mt. Pleasant	SC	29466	(843) 971-9959
	Heard, Tamra and Keels, Jeannie	RSVP Charlotte	9 London Court	Greer	SC	29650	(704) 527-5848
	Kilgore, Greg and Nancy	RSVP Columbia	4 Whithorn Way	Blythewood	SC	29016	(803) 754-8946
	Rizza, Tony and Joanne	RSVP Hilton Head – "Low Country"	40 Oyster Shell Lane	Hilton Head	SC	29926	(843) 681-5825
Tennessee	Bowman, Pete	RSVP Nashville	401 Wilson Avenue, Suite 200	Tullahoma	TN	37388	(931) 393-3500
Texas	Graf, Alan	RSVP San Antonio	14546 Brook Hollow Blvd., #316	San Antonio	TX	78232	(210) 757-4984
	Chadick, Cabe	RSVP Dallas/Fort Worth	5001 Spring Valley Rd	Dallas	TX	75244	(972) 386-8898
	Wagner, Brandon and Jill	RSVP Austin	16238 RR 620 N, Suite F-234	Austin	TX	78717	(512) 203-9384
	Chadick, Cabe	RSVP Houston	5001 Spring Valley Rd	Dallas	TX	75244	(972) 386-8898
Utah	Paret, Jeff and Romero, Frank	RSVP Salt Lake City	6905 South 1300 East, #253	Cottonwood Heights	UT	84047	(801) 680-2799
Virginia	Winebarger, Laura	RSVP Hampton Rds/Williamsburg Peninsula	14 Knodishall Way	Hampton	VA	23664	(757) 788-9205
	Ashby, "A.T." Abel	RSVP Richmond	101 N. Pinetta Dr., #36795	N. Chesterfield	VA	23235	(804) 405-0232
	Rich & Amy Hague	RSVP N. Virginia West	1000 Winslow Road	Richmond	VA	23235	(804) 873-4151
Washington	Riggs, Aaron and Sarah	RSVP Olympia/ Tacoma	1420 NW Gilman Blvd., #2131	Issaquah	WA	98027	(425) 396-7787
	Riggs, Aaron and Sarah	RSVP Seattle	1420 NW Gilman Blvd., #2131	Issaquah	WA	98027	(425) 396-7787
	Riggs, Aaron and Sarah	RSVP Snohomish	1420 NW Gilman Blvd., #2131	Issaquah	WA	98027	(425) 396-7787

EXHIBIT F TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

FRANCHISEES WHO HAVE LEFT THE SYSTEM, TRANSFERRED OR HAVE NOT COMMUNICATED WITH FRANCHISOR WITHIN 10 WEEKS OF THE ISSUANCE DATE

FRANCHISEES WHO HAVE LEFT THE SYSTEM, TRANSFERRED OR HAVE NOT COMMUNICATED WITH FRANCHISOR WITHIN 10 WEEKS OF THE ISSUANCE DATE

DURING OUR FISCAL YEAR ENDED JANUARY 31, 2018

State	Franchisee	Franchise Outlet(s)	Address	City	ST	Zip	Telephone No.
California	Pankhurst, Stephen	RSVP Northern CA: Chico/Redding	P.O. Box 3387	Chico	CA	95927	(530) 519-3014
	Pankhurst, Stephen	RSVP Sacramento	P.O. Box 3387	Chico	CA	95927	(530) 519-3014
	Lippmann, Bob and Dolly	RSVP Orange County	9109 Chesapeake Dr.	San Diego	CA	92123	(858) 279-7787
	Chestnut, Jack and Janna	RSVP San Francisco East Bay	2475 Paddock Drive	San Ramon	CA	94583	(925) 416-7787
	Chestnut, Jack and Janna	RSVP San Mateo	2475 Paddock Drive	San Ramon	CA	94583	(888) 523-0026
Delaware	Serwan, Daniel & Jackson, Natalie	RSVP Delaware	150 West Avenue #1314	Woodstown	NJ	08098	856-430-2010
Illinois	Loise, Nick and Gallios, Peter	RSVP Chicago West1, North Shore1, City2, City3, & Sioux Falls, SD	15 S Fairview, Suite 201	Park Ridge	IL	60068	(312) 202-0087
Maryland	Almengor, Sam	RSVP Baltimore	1301 Mill Creek	Fallson	MD	21208	(410) 927-5456
North Carolina	Setzer, David	RSVP Greensboro/ Winston-Salem	2405 Bearded Iris Lane	High Point	NC	27265	(336) 510-8383
Ohio	Flaugh, Mark	RSVP Mahoning Valley	1024 Church Hill Court	Export	PA	15632	(330) 881-3513
Pennsylvania	Thibodeau, Scott	RSVP Philadelphia Mainline	3 Heatherstone Way	Hockessin	DE	19707	(610) 283-7381
Rhode Island	Murphy, Mark and Virginia	RSVP Rhode Island	780 Marshall St.	Holliston	MA	1746	(401) 454-7787
Tennessee	Dixon, Scott	RSVP Nashville	8802 Watlington Rd	Richmond	VA	23229	(804) 241-3293

EXHIBIT G TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

CONFIDENTIAL OPERATIONS MANUALS
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U.S. POSTCARD SYSTEMS, INC.

CONFIDENTIAL OPERATIONS MANUALS
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1.4	Overview of Our Business	1.6	2½
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1.6	Our Mission	1.9	½
1.7	Our Commitment to You	1.10	1½
1.8	Your Commitment to Us	1.11	1½
1.9	Our Joint Commitment to the Public	1.13	1
1.10	Glossary	1.14	2
2.	BEFORE YOU OPEN. PHASE 1: YOUR FIRST YEAR		
2.1	Pre-Opening Timeline	2.2	1
2.2	The Bridge Transition	2.3	1
2.3	Selecting Your Professional Advisors and Business Type	2.4	½
2.4	Other Pre-opening Tasks	2.5	1
2.5	Materials for New Office Program	2.6	5½
2.6	Developing Your Own Business Plan	2.12	2
2.7	Scouting Your Territory	2.14	2
2.8	Initial Training	2.16	3

2.9	15 Steps to Success	2.19	2
2.10	What You Must Know Before Opening: An Overview	2.21	1

3. BUSINESS OPERATIONS. PHASE 2: YOUR FIRST YEAR

3.1	Welcome To Your Own Small Business	3.2	1
3.2	The RSVP® Function Organizing Board	3.2	½
3.3	Your "Hats"	3.3	2
3.4	Year One: An Overview of Daily Functions	3.4	1
3.5	What You Must Know to Operate Successfully	3.5	13
3.6	The RSVP OMS Program	3.19	1
3.7	Prospecting for Leads.	3.20	2
3.8	The Contract and Payment Plan	3.22	4
3.9	Taking Barter in Lieu of Cash	3.26	2
3.10	Meeting Targets and Filling Categories	3.28	3
3.11	Advertising Overview	3.31	1
3.12	Maintaining Your Cash Flow	3.32	1
3.13	Paying Commissions	3.33	1
3.14	The Artwork Folder	3.34	1
3.15	Production and Statistics	3.35	1

5. THE ABC'S OF THE RSVP SALES PROCESS

5.1	The ABC's of The RSVP Sales Process	5.2	½

5.2	Prospecting for Leads	5.2	½
5.3	The First Telephone Call	5.3	2
5.4	Handling Telephone Objections Before the Mini-Media Kit	5.5	2
5.5	Telephone Rules of Thumb	5.7	2
5.6	The Mini Media Kit	5.9	1
5.7	Your RSVP Database	5.10	1
5.8	The Follow Up Call	5.11	1
5.9	Handling Telephone Objections	5.12	4
5.10	The Media Kit	5.16	3
5.11	The Media Kit Follow-Up Call	5.19	1
5.12	The Appointment: 10 Rules of Thumb	5.20	1
5.13	The Presentation	5.21	3
5.14	Qualifying and Establishing Trust	5.24	3
5.15	Closing: Preparing The Prospect For The Close	5.27	2
5.16	Handling Objections	5.29	3
5.17	Selling RSVP to Restaurants	5.32	6
6.	FROM ART DESIGN TO MAILING		
6.1	The Cycle of a Postcard Deck	6.2	2
6.2	The Proofing Process	6.4	2
6.3	Collecting Client Proofs	6.6	1
6.4	Tracking Artwork Via the OMS Program	6.7	1
6.5	The Deck Layout	6.8	1
6.6	The Color Bureau	6.9	2

6.7	The "Prior to Mailing" Payment	6.11	1
6.8	Printing Cycle and Postage	6.12	1
6.9	List Proofs & Collation Proofs	6.13	1
6.10	Mailing & Sample Decks	6.14	1
6.11	The Drop Date	6.15	1
6.12	The First Response	6.16	1
6.14	Surveying	6.17	1
6.15	The Sales Cycle Begins Again	6.18	2
6.16	Resigning Clients	6.19	30

7. POLICIES AND PROCEDURES

7.1	General Requirements, Including Legal Compliance	7.2	3
7.2	Trademarks and Corporate Identity	7.5	3
7.3	Insurance	7.8	1
7.4	Equipment and Supplies	7.9	1
7.5	System Support	7.10	1
7.6	Payment of Ongoing Fees	7.11	2
7.7	Required Forms and Reports	7.13	3

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EXHIBIT H TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

FORM OF ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT

TOTAL PURCHASE PRICE: $_____
(See Paragraph 5 below)

AGREEMENT made this _____day of _____, 20___ by and between _____, a _____ corporation ("Seller") and _____, a _____ corporation ("Buyer").

Seller is the owner and operator of _____ located at _____ and desires to sell certain of the assets of _____ ("Business").

Buyer desires to purchase from the Seller the aforesaid Business, as a going concern, exclusive of cash and receivables, and free of all obligations and liabilities (except for the Franchise Agreement).

In consideration of the mutual terms, conditions and covenants hereinafter set forth Seller and Buyer agree as follows:

1. Seller shall sell to Buyer the Business owned and operated by the Seller as a going concern to be operated under the terms of a Franchise Agreement to which this Agreement is attached as Exhibit "B." Such sale shall include the assets as shown on Schedule "A" attached hereto, which shall include but not be limited to: a franchise whereby the RSVP trade names and trademarks shall be licensed to Buyer; if applicable, the assignment of the lease for the premises at _____, which may require the consent of a third party for the assumption of the lease for the premises; all furniture and fixtures, supplies and equipment located in the premises on the date of closing; all records pertaining to the operation of the Business; all contracts between the Business and third parties; all other assets necessary to the operation of the Business, and prepaid expenses where the obligations are assumed by Buyer and the prepaid expenses are included in the Purchase Price. Where such lease for the premises is not assignable, you agree to, at no cost to us, negotiate and obtain a new lease for the premises, which shall be subject to the terms of Article 1.3 of the Franchise Agreement to which this Agreement is attached, with the date of closing on Buyer's account.

2. This sale does not include any cash on hand or in banks at the date of closing. This sale does not include any accounts receivable due to Seller at the date of closing or those that accrue after the date of closing attributable to acts that occurred prior to or on the date of closing. Buyer shall reimburse Seller for prepaid expenses, prorated on a daily basis at the date of closing.

3. All proceeds received by Buyer in payment of accounts receivable due to Seller as listed on Schedule "B," attached hereto, shall upon receipt be immediately turned over to Seller in the form in which they are received. Seller covenants that these funds shall be deposited in a separate account and shall be first used to pay all accounts payable incurred by Seller in the conduct of the Business prior to the closing date.

4. All accounts payable, liabilities and obligations incurred by Seller in the conduct of the Business up to the date of closing shall be paid by the Seller, and Seller shall hold the Buyer

harmless against such amounts. Buyer is not acquiring, directly, any of Seller's liabilities by operation of law or otherwise.

5. The purchase price for the assets transferred pursuant to the Agreement and Schedule "A" is $_____ in cash or certified check upon the execution of this Agreement. The purchase price for the going concern value of the Business is $_____. The total purchase price, therefore, is $_____.

6. Until the closing date Seller agrees to conduct the Business in the same manner in which it has heretofore been conducted and shall not without the written consent of the Buyer increase the compensation or employee benefits to any employee or employees.

7. Seller and Buyer hereby waive the applicable provision for Bulk Transfer, U.C.C. Article 6.

8. Seller represents and warrants to Buyer:

(a) All assets transferred pursuant to this Agreement, except as otherwise noted in Schedule "A," are free of any and all liens, security interests, claims and encumbrances.

(b) Seller is not in breach or default of any contract, lease or other commitment to be assigned pursuant to this Agreement and will not commit a breach or act of default to the date of closing. Seller specifically represents and warrants that it has not engaged in any activity described in Section 11 of the Franchise Agreement pertaining to covenants not to compete during the term of the Franchise Agreement and independently covenants to Buyer not to engage in any activity described in Section 11 of the Franchise Agreement for a period of two (2) years following the effective date of this Agreement.

(c) Seller makes no representation or warranty as to the future conduct of the Business and the continued relationship with the customers of the Business.

(d) Other than those attached to this Agreement there are no outstanding leases; employment agreements; employee pension, retirement or union agreements.

(e) Seller has not engaged a broker for the sale represented by this Agreement. Each party hereto agrees to indemnify and hold the other harmless from any broker's or finder's fee or alleged broker's or finder's fee incurred by the other party, or any claim by any party that the other entered into an agreement calling for a broker's or finder's fee.

(f) All inventory transferred herein is merchantable.

(g) All furniture, fixtures and equipment transferred by the Seller are transferred "AS IS" without any warranty of any kind.

(h) No special consents are required to carry out the transactions contemplated by this Agreement.

The above representations and warranties shall survive closing.

9. Buyer hereby agrees to assume the lease(s) for the premises at _____ (as Seller shall reasonably make arrangements for) and hereby indemnifies and agrees to hold Seller harmless from any liability thereunder.

10. Buyer agrees to indemnify and hold Seller harmless from any liability arising out of any agreement or commitment initiated by Seller and which is continued by Buyer after the date of closing.

11. Buyer and Seller agree that U.S. Postcard Systems, Inc. and its successors and assigns shall be intended third-party beneficiaries of this Agreement with rights to enforce any provisions of this Agreement, including but not limited to Section 8(b) hereof.

[SIGNATURES CONTAINED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the undersigned has affixed this signature on date set forth above.

SELLER:	BUYER:
_____	_____
Name Printed: _____	Name Printed: _____
	_____
	Name Printed: _____
	_____
	Name Printed: _____
	_____
	Name Printed: _____
	_____
	Name Printed: _____

SCHEDULE A
TO ASSET PURCHASE AGREEMENT

LIST OF ASSETS
(LIENS OR SECURITY NOTED)

SCHEDULE B
TO ASSET PURCHASE AGREEMENT

ACCOUNTS RECEIVABLE

Account Name	Date Due	Invoice Number	Amount

EXHIBIT I TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

TRAINING AGREEMENT

U.S. POSTCARD SYSTEMS, INC.
TRAINING ELECTION AND REIMBURSEMENT AGREEMENT

(THE "AGREEMENT")

To the Below Designated Franchisee of U.S. Postcard Systems, Inc.:

In consideration of the specialized training to be provided to me by the below designated franchisee (the "Franchisee") of U.S. Postcard Systems, Inc. and/or by U.S. Postcard Systems, Inc. (the "Franchisor") with respect to the operation of a business that offers, sells or promotes direct mail advertising, including specifically the operation of an RSVP® franchise business, and ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I agree as follows:

1. **Training**. I elect to accept and receive such specialized training from Franchisee and/or Franchisor under the terms and conditions hereof.

2. **Reimbursement**. Subject to Section 3 below, if, at any time before the second anniversary of the date I first commence(d) working with Franchisee and received training or training materials, I cease to be an employee or independent contractor working for Franchisee, for whatever reason (other than a termination of my employment by Franchisee without cause), then I agree to reimburse Franchisee or Franchisor, upon written demand by either of them, for the reasonable value of the specialized training from which I have or will have personally benefited, which for purposes of this Agreement is agreed to be equal to (i) 500 days minus the number of days (exclusive of weekends, sick days, vacations and holidays) I have worked for Franchisee since the completion of my initial training program, multiplied by (ii) $60.00 per day. I acknowledge and agree that this amount and the way in which it is calculated are fair and reasonable and that my reimbursement obligation under this Agreement and the payment of that obligation by me will not cause me undue hardship or prevent me from earning a livelihood in my chosen profession.

3. **Waiver of Reimbursement Obligation**. I acknowledge that Franchisee will release me from the reimbursement obligations set forth in Section 2 above if I strictly adhere to all of my obligations under that certain Confidentiality and Noncompetition Agreement, dated on or about the date hereof, between the Franchisee and me (and as to which the Franchisor is a third party beneficiary) (the "Covenants Agreement"). I acknowledge that the training will include the disclosure to me of certain confidential information belonging to the Franchisor, and I agree to maintain the same in confidence in accordance with the terms of the Covenants Agreement. I further agree that if I am called upon to reimburse any training costs under Section 2 above, such reimbursement will not excuse any violations of the Covenants Agreement.

4. **Arbitration**. Any and all disputes relating to the formation, construction, interpretation, enforceability and breach of this Agreement shall be subject to compulsory, mandatory, exclusive and binding arbitration before a single neutral arbitrator appointed by the American Arbitration Association who shall conduct an arbitration pursuant to the rules of the American Arbitration Association in the city in which I primarily performed my services for Franchisee. The arbitration award and decision shall not be subject to judicial review, may be

reduced to judgment in any court having jurisdiction over me and the other party(ies) to such proceeding, and thereafter may be enforced against me, as permitted by applicable law. All arbitration proceedings hereunder shall be conducted in accordance with the Federal Arbitration Act.

Specific Acknowledgment as to Section 4: Initials: _____ _____
Me Franchisee

5. **Attorneys' Fees**. If the services of any attorney are used to secure my compliance with any of the provisions of this Agreement, or to recover amounts owed hereunder, I shall reimburse the party incurring the cost of such services, upon demand, for any and all attorney's fees and expenses (including without limitation arbitration costs) so incurred. The term "attorney's fees" means any and all charges levied by an attorney for his services, including time charges, expenses and other reasonable fees including paralegal fees and legal assistant fees, and includes fees earned in settlement, at arbitration, on appeal or in bankruptcy proceedings.

6. **Governing Law**. This Agreement is governed by the law of the state in which I primarily perform your services for Franchisee; provided that if I provide services for Franchisee in more than one state, then the law that shall govern shall be the law of the state at which Franchisee and I generally regard as being my principal office or base of operations with Franchisee when I am not traveling on its behalf.

7. **Complete Agreement**. This Agreement, together with the relevant provisions of the Covenants Agreement, contains the complete agreement between me and Franchisee concerning my election to receive training and my reimbursement obligations for such training, and this Agreement supersedes any prior or contemporaneous agreement, representation or understanding, oral, or written, between me and Franchisee concerning such subject matter.

8. **Third-Party Beneficiary**. I understand and acknowledge that the Franchisor is intended as a third-party beneficiary of the terms of this Agreement and, at its option, Franchisor may enforce the provisions of this Agreement, solely or jointly with us, against you. This Agreement may not be amended except with the written approval of both us and the Franchisor as to the terms of the amendment. Your obligations under this Agreement will continue for the benefit of our and the Franchisor's successors and assigns.

ME:

_____
As an Individual

_____
Print Name

Date: _____, 20_____

Acknowledged and Accepted By Authorized Franchisee of U.S. Postcard Systems, Inc.

_____

Print Franchisee's Name

By: _____

Title: _____

EXHIBIT J TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

FORM OF RELEASE

RELEASE

This **RELEASE**, dated as of the last date set forth on the signature page hereof ("Release"), is by and between U.S. Postcard Systems, Inc. ("RSVP") a, Delaware corporation with offices located at 6370 West Linebaugh Avenue, Suite 201, Tampa, Florida 33625 ("Franchisor") and the undersigned person or entity ("Franchisee").

Background

A. Franchisor and Franchisee have previously entered into a Franchise Agreement dated _____ for a franchised business located at _____ (collectively, the "Agreement").

B. Franchisee desires to [transfer] [renew] its franchise rights and Franchisor agrees to consent to such [transfer] [renewal], subject to the conditions contained herein.

NOW THEREFORE, incorporating the foregoing Background herein by reference and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Termination of Agreement. [Franchisor and Franchisee agree and acknowledge that the Agreement is hereby immediately terminated and shall be of no further force or effect.]

2. Conditions. This Release is expressly contingent upon the execution [by the transferor] [by Franchisee], concurrently with the execution of this Release, of Franchisor's current form of franchise agreement by Franchisor and [the transferee] [Franchisee] for the operation of a franchised business at _____ [and such other documents as the Franchisee and transferee have agreed upon and Franchisor has approved in connection with such transfer]. The franchise agreement described in this paragraph includes any ancillary agreements contained in Franchisor's current franchise disclosure document.

3. Release.

(a) Franchisee, to the fullest extent permitted by law, hereby forever releases and discharges Franchisor and waives any and all rights or Claims it has, may have, had, or may have had against Franchisor, its affiliates and each of their officers, directors or employees from the beginning of time until the date of this Release, of any kind, whether known or unknown, including but not limited to any Claims arising under or related to the Agreement.

(b) As used in this paragraph 3, "Claims" means any and all manner of actions, causes of action, suits, debts, dues, sums of money, account reckonings, bonds, bills, specialties, covenants, contracts, controversies, sanctions, costs, attorneys' fees, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, of whatever kind or nature, whether absolute or contingent, known or unknown, matured or unmatured, at law, in equity, or in any other proceeding.

(c) Nothing contained in this Section 3 is intended to: (a) [affect the rights and responsibilities of the parties under any of the agreements described in Section 2 or any agreements

between the parties which may be executed concurrently herewith], or (b) [waive any obligations Franchisor may have to Franchisee under any applicable federal or state franchise registration or disclosure law in connection with the renewal of the franchise agreement].

4. Representations and Warranties. Franchisee represents and warrants to the Franchisor as follows:

(a) The execution and delivery of this Release does not violate (i) any law applicable to Franchisee; (ii) Franchisee's organizational documents; or (iii) any other agreement binding upon Franchisee.

(b) Franchisee has the power and authority to execute and deliver this Release and has taken all necessary action (corporate or otherwise) to authorize the execution and delivery of this Release.

5. Miscellaneous.

(a) This Release shall be construed in accordance with and governed by the law Florida, without regard to Florida's conflict of laws rules.

(b) This Release constitutes the sole agreement of the parties with respect to the subject matter hereof and thereof and supersede all oral negotiations and prior writings with respect to the subject matter hereof and thereof. No amendment of this Release, and no waiver of anyone or more of the provisions hereof shall be effective unless set forth in writing and signed by the parties hereto.

(c) This Release (i) shall be binding upon the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns, and (ii) shall inure to the benefit of the parties hereto and, where applicable, their respective heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Release to be signed by their duly authorized representatives.

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

EXHIBIT K TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

STATE ADDENDA

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF CALIFORNIA

This Addendum to the disclosure document modifies and supersedes the disclosure document with respect to franchises offered or sold to either a resident of the State of California or a non-resident who will be operating a franchise in the state of California as follows:

1. 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.

2. Section 31125 of the Franchise Investment Law requires us to give you a disclosure document approved by the Commissioner of Business Oversight before we ask you to consider a material modification of your Franchise Agreement.

3. The following is added to the end of Item 5:

"Due to the Franchisor's financial condition, the California Department of Business Oversight has imposed the requirement that we defer collection of all initial fees until your franchise has opened for business."

4. The following sentence is added to the end of Item 6:

"The highest commercial contract rate of interest permissible in California is 10%."

5. Item 17 is amended by the addition of the following language to the original language that appears therein:

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

6. Item 17, the subheading ""Cause" defined – non-curable defaults," is amended by the addition of the following language to the original language that appears therein:

"The Franchise Agreement provides for termination upon bankruptcy. These provisions may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.)"

7. Item 17, under the subheading "Non-competition covenants after the franchise is terminated or expires," is amended by the addition of the following language to the original language that appears therein:

"The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California Law."

8. Item 17, under each of the subheadings "Dispute Resolution" and "Choice of forum," is amended by the addition of the following language to the original language that appears therein:

"The Franchise Agreement requires binding arbitration. The arbitration will occur in Hillsborough County, Florida. These provisions may not be enforceable under California Law."

9. Item 17, under the subheading "Choice of law," is amended by the addition of the following language to the original language that appears therein:

"The Franchise Agreement requires application of the laws of Florida. These provisions may not be enforceable under California Law."

YOU MUST SIGN A GENERAL RELEASE IF YOU RENEW OR TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE SECTION 31512 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE SECTIONS 31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE SECTION 20010 VOIDS A WAIVER OF YOUR RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE SECTIONS 20000 THROUGH 20043).

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT, IN A FORM CONTAINING THE INFORMATION THAT THE COMMISSIONER MAY BY RULE OR ORDER REQUIRE, BEFORE A SOLICITATION OF A PROPOSED MATERIAL MODIFICATION OF AN EXISTING FRANCHISE.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Neither the franchisor, nor 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. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF CORPORATION AT www.dbo.ca.gov.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF ILLINOIS

Illinois law governs the franchise agreement(s).

Payment of Initial Franchise Fees will be deferred until Franchisor has met its initial obligations to franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial status.

Section 4 of the Illinois Franchise Disclosure Act states that any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF MARYLAND

This Addendum to the disclosure document modifies and supersedes the disclosure document with respect to franchises offered or sold to either a resident of the State of Maryland or a non-resident who will be operating a franchise in the state of Maryland as follows:

1. **Item 5** will be modified by the addition of the following language:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. **Item 17**, under the subheadings "Renewal or extension of the term" and "Termination by us with cause," will be modified by the addition of the following language in the Summary column with respect to the Franchise Agreement:

The general release as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

3. **Item 17**, under the subheading will be modified by the addition of the following language in the Summary column:

USPS's right to terminate the Franchise Agreement for the reasons stated in this paragraph may not be enforceable under the U.S. Bankruptcy Code (11 U.S.C. §101, et seq.).

4. **Item 17** will be modified by the addition of the following language at the end of that Item:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

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

This Addendum to the disclosure document modifies and supersedes the disclosure document with respect to franchises offered or sold to either a resident of the State of New York or a non-resident who will be operating a franchise in the state of New York as follows:

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 120 BROADWAY, 23RD FLOOR, NEW YORK, NEW YORK 10271. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10 year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such

person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5:

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

7. The following language is added to the end of the "Summary" section of Item 17(j), titled "**Assignment of contract by franchisor**":

However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" section of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT
FOR THE
STATE OF RHODE ISLAND

This Addendum to the disclosure document modifies and supersedes the disclosure document with respect to franchises offered or sold to either a resident of the State of Rhode Island or a non-resident who will be operating a franchise in the State of Rhode Island as follows:

1. **Item 17**, under the subheading "Renewal or extension of the term," will be modified as follows:

You must execute and deliver a general release, in a form satisfactory to us, of any and all claims against us and any of our subsidiaries and affiliates, and our respective officers, directors, agents, shareholders, and employees, excluding only such claims as you may have under the Rhode Island Franchise Investment Act, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34.

2. **Item 17**, under each of the subheadings "Dispute Resolution" and "Choice of forum," is amended by the addition of the following language to the original language that appears therein:

"The Franchise Agreement requires binding arbitration. The arbitration will occur in Hillsborough County, Florida. These provisions may not be enforceable under Rhode Island Law."

3. **Item 17**, under the subheading "Choice of law," is amended by the addition of the following language to the original language that appears therein:

"The Franchise Agreement requires application of the laws of Florida. These provisions may not be enforceable under Rhode Island Law."

The provisions of this Addendum only apply if the jurisdictional requirements of the Rhode Island Franchise Investment Act are met independently without reference to this Addendum and to the extent they are then valid requirements of the statute.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between U.S. Postcard Systems, Inc. ("USPS") and _____ ("Franchisee") dated as of _____, 20_____(the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

CALIFORNIA LAW MODIFICATIONS

1. The California Department of Business Oversight requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 et seq., and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 et seq. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to Franchisee concerning transfer, nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to Franchisee concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws will control.

b. If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

e. If the Agreement requires litigation, arbitration or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

f. If the Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

2. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, USPS reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

3. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

USPS:	**FRANCHISEE:**
U.S. POSTCARD SYSTEMS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF ILLINOIS

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between U.S. Postcard Systems, Inc. ("USPS") and _____ ("Franchisee") dated as of _____, 20_____(the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

ILLINOIS LAW MODIFICATIONS

1. The Illiois Attorney General requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act, 815 ILCS 705. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Section IV.A.1 of the Agreement shall be amended to add:

Due to the Franchisor's financial condition, the Illinois Attorney General's Office has imposed the requirement that we defer collection of all initial fees until we have completed all of our pre-opening obligations to you under the franchise agreement and you have begun operating your RSVP Publications Franchised Business.

b. To the extent the Agreement contains a provision governing the termination of the Agreement, such provision may be governed by Illinois Law, 815 ILCS 705/19 and 705/20.

c. **Section 13.13** of the Agreement shall be amended to add:

No action for liability under the Illinois Franchise Disclosure Act shall be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one year after Franchisee becomes aware of facts or circumstances reasonably indicating that he may have a claim for relief in respect to conduct governed the Act, or ninety (90) days after delivery to Franchisee of a written notice disclosing the violation, whichever shall first expire.

d. **Section 13.9** of the Agreement contains a choice of law provision. This section shall be amended to state that in the event of a conflict of law, the Illinois Franchise Disclosure Act and Illinois law will govern.

e. **Section 13.10** of the Agreement contains a provision regarding jurisdiction. This section shall be amended by adding the following to the end of the paragraph therein:

Notwithstanding anything in this Section 13.10, Section 4 of the Illinois Franchise Disclosure Act prohibits franchisors from requiring litigation to be conducted outside the state of Illinois. However, a franchise agreement may provide for arbitration in a venue outside of Illinois.

f. Illinois law prohibits a prospective general release of claims subject to the Illinois Disclosure Act of 1987.

g. Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Illinois law applicable to the provision are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

USPS:	**FRANCHISEE:**
U.S. POSTCARD SYSTEMS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF MARYLAND

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between U.S. Postcard Systems, Inc. ("USPS") and _____ ("Franchisee") dated as of _____, 20_____(the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

MARYLAND LAW MODIFICATIONS

1. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

2. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, Md. Code Ann., Bus. Reg. §§14-201 through 14-233 (the "Maryland Franchise Registration and Disclosure Law").

a. The Agreement requires the Franchisee to execute a release of claims under certain circumstances, including renewals pursuant to Section II.B.7. and transfers pursuant to Section XII.B of the Agreement. The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

b. **Section 10.2** of the Agreement is supplemented by the addition of the following to the end of the paragraph therein:

Any provision which provides for termination upon bankruptcy of the franchise may not be enforceable under federal bankruptcy law (11. U.S.C. Section 101 et. seq.).

c. **Section 13.9** of the Agreement is supplemented by the addition of the following to the end of the paragraph therein:

A franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of a franchise.

d. All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to not shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

USPS:	**FRANCHISEE:**
U.S. POSTCARD SYSTEMS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF NEW YORK

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between U.S. Postcard Systems, Inc. ("USPS") and _____ ("Franchisee") dated as of _____, 20_____(the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

NEW YORK LAW MODIFICATIONS

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Agreement requires Franchisee to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the New York General Business Law, or any regulation, rule or order under the New York General Business Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgment shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. If the Agreement requires that it be governed by a state's law other than the laws of the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, USPS reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

USPS:	**FRANCHISEE:**
U.S. POSTCARD SYSTEMS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF RHODE ISLAND

This Addendum (this "Addendum") modifies and supersedes the Franchise Agreement by and between U.S. Postcard Systems, Inc. ("USPS") and _____ ("Franchisee") dated as of _____, 20_____(the "Agreement") by the addition of the following language, which shall be considered an integral part of the Agreement:

RHODE ISLAND LAW MODIFICATIONS

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act (the "Act"), R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 -19-28.1-34. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

b. If Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Act, with respect to each such provision, are met independent of this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

3. As to any state law described in this Addendum that declares void or unenforceable any provision contained in the Agreement, USPS reserves the right to challenge the enforceability of the state law by, among other things, bringing an appropriate legal action or by raising the claim in a legal action or arbitration that Franchisee has initiated.

4. To the extent this Addendum is inconsistent with any terms or conditions of the Agreement or the Attachments thereto, the terms of this Addendum shall govern.

IN WITNESS WHEREOF, the parties hereto have duly and fully executed, sealed and delivered this Addendum to the Agreement on the day and year first above written.

USPS:	**FRANCHISEE:**
U.S. POSTCARD SYSTEMS, INC.	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT L TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

FRANCHISE COMPLIANCE CERTIFICATE

FRANCHISE COMPLIANCE CERTIFICATION

The purpose of this Compliance Certification is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Have you received and personally revised our Franchise Agreement and any attachments to it?

   Yes _____ No _____

2. Do you understand all of the information contained in our Franchise Agreement and any attachments provided to you?

   Yes _____ No _____

   If not, what parts of the Franchise Agreement and any attachments do you not understand? (Attach additional pages, if necessary.)

   _____

   _____

   _____

3. Have you received and personally reviewed our Franchise Disclosure Document ("FDD")?

   Yes _____ No _____

4. Did you sign a receipt for the FDD indicating the date you received it?

   Yes _____ No _____

5. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

   Yes _____ No _____

   If not, what parts of the FDD and/or Addendum to you not understand? (Attached additional pages if necessary.)

   _____

   _____

   _____

6. Have you discussed the benefits and risks of purchasing an RSVP® Business franchise with an attorney, accountant or other professional advisor?

Yes _____ No _____

If not, do you wish to have more time to do so?

Yes _____ No _____

7. Do you understand that the success or failure of your RSVP Business franchise will depend in large part upon your skills and abilities, competition from other businesses and other economic and business factors?

Yes _____ No _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of an RSVP Business franchise?

Yes _____ No _____

9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating an RSVP Business franchise?

Yes _____ No _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating an RSVP Business franchise?

Yes _____ No _____

11. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?

Yes _____ No _____

12. Have you paid any money to us concerning the purchase of your RSVP Business franchise prior to today?

Yes _____ No _____

13. If you have answered "Yes" to any one of questions 9-13, please provide a full explanation of each "Yes" or "No" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____

14. I signed the Franchise Agreement and Addendum (if any) on _____, _____ and acknowledge that no Agreement or Addendum is effective until signed and dated by you and us.

Please under that your responses to these questions are important to us and that we will rely on them.

All representations requiring you to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

By signing this Compliance Certification, you are representing that you have responded truthfully to the above questions.

FRANCHISEE APPLICANT:

_____

Signature

_____

Print Name

Date: _____, 200___

EXHIBIT M TO THE DISCLOSURE DOCUMENT

U.S. POSTCARD SYSTEMS, INC.

RECEIPT

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

The names, principal business addresses, and telephone numbers of each franchise seller offering the franchise is:

U.S. Postcard Systems, Inc. 6730 West Linebaugh Avenue, Suite 201 Tampa, Florida 33625 (813) 960-RSVP (7787)	Dave Tropf 6730 West Linebaugh Avenue, Suite 201 Tampa, Florida 33625 (813) 960-RSVP (7787)	Zac Tropf 6730 West Linebaugh Avenue, Suite 201 Tampa, Florida 33625 (813) 960-RSVP (7787)	_____ Name _____ _____ Address _____ Telephone Number

The date of issuance of this Disclosure Document is: May 11, 2018.

See Exhibit A for our registered agents authorized to receive service of process.

I have received a disclosure document dated May 11, 2018 that included the following Exhibits:

A	State Administrators and Agents for Service of Process
B	Financial Statements
C	Franchise Agreement
D	Financing Documents (Promissory Note and Security Agreement)
E	Current Franchisees
F	Franchisees Who Have Left the System
G	Confidential Operations Manuals Table of Contents
H	Form of Asset Purchase Agreement
I	Training Agreement
J	Form of Release
K	State Addenda
L	Franchise Compliance Certificate
M	Acknowledgment of Receipt

_____ _____

Date Prospective Franchisee

Print Name: _____

_____

Date: _____ Prospective Franchisee

Print Name: _____

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail or e-mail, to U.S. Postcard Systems, Inc., 6730 West Linebaugh Ave., Ste. 201, Tampa, FL 33625; email: franchise@rsvppublications.com.

RECEIPT

This Disclosure Document summarizes provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If we offer you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to us or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law. Under Iowa law, we must give you this disclosure document at the earlier of our 1st personal meeting or 14 calendar days before you sign an agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting or ten (10) business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

The names, principal business addresses, and telephone numbers of each franchise seller offering the franchise is:

U.S. Postcard Systems, Inc. 6730 West Linebaugh Avenue, Suite 201 Tampa, Florida 33625 (813) 960-RSVP (7787)	Dave Tropf 6730 West Linebaugh Avenue, Suite 201 Tampa, Florida 33625 (813) 960-RSVP (7787)	Zac Tropf 6730 West Linebaugh Avenue, Suite 201 Tampa, Florida 33625 (813) 960-RSVP (7787)	_____ Name _____ _____ Address _____ Telephone Number

The date of issuance of this Disclosure Document is: May 11, 2018.

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A	State Administrators and Agents for Service of Process
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H	Form of Asset Purchase Agreement
I	Training Agreement
J	Form of Release
K	State Addenda
L	Franchise Compliance Certificate
M	Acknowledgment of Receipt

_____ _____

Date Prospective Franchisee

Print Name: _____

_____

Date: _____ Prospective Franchisee

Print Name: _____