FRANCHISE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC
(A Delaware limited liability company)
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Beverly, Massachusetts 01915
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As a SUPPORTING STRATEGIES franchisee, you will operate a business which provides outsourced bookkeeping and controller services for small businesses ("Franchised Business").

The total investment necessary to begin the operation of a SUPPORTING STRATEGIES® Franchised Business is $74,570 to $98,190. This includes $60,000 plus $1,000 for each additional 1,000 small businesses in excess of the standard designated territory that must be paid to us or our affiliate.

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 government agency has verified the information contained in the 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 Leslie Jorgensen, Supporting Strategies Partners, LLC, 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915, (888) 631-8922, leslie@supportingstrategies.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 to an advisor like a lawyer or accountant.

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

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

Date of Issue of this Franchise Disclosure Document: May 15, 2024, as amended October 1, 2024. (See State Cover Page for state effective dates.)

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit E includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only SUPPORTING STRATEGIES business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a SUPPORTING STRATEGIES franchisee?	Item 20 or Exhibit D lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Massachusetts. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Massachusetts than in your own state.

2. **Financial Condition**. 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.

3. **Mandatory Minimum Payments**. You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

4. **Turnover rate.** During the last year, 16 outlets were terminated, not renewed, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

NOTICE REQUIRED
FOR PROSPECTIVE FRANCHISEES
REQUIRED BY STATE OF MICHIGAN

Section 445.1508(1) of the Michigan Franchise Investment Law requires franchisor to give you a copy of the Franchise Disclosure documents earlier of: (i) 10 business days prior to signing the Franchise Agreement; or (ii) 10 business days prior to franchisor's receipt of any consideration.

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, according to the Michigan Department of Attorney General, Consumer Protection Division (the "Division"), the provisions are void and cannot be enforced against you:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided by the Michigan Franchise Investment Law. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This subsection does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then **current** reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market value or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c) above.

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the Attorney General of Michigan does not constitute approval, recommendation, or endorsement by the Attorney General.

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Consumer Protection Division
Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 1st Floor
Lansing, Michigan 48913
(517) 373-7117

FRANCHISE DISCLOSURE DOCUMENT
TABLE OF CONTENTS

ITEMS	PAGE
Item 1 **THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES**	**9**
Item 2 **BUSINESS EXPERIENCE**	**11**
Item 3 **LITIGATION**	**12**
Item 4 **BANKRUPTCY**	**12**
Item 5 **INITIAL FEES**	**13**
Item 6 **OTHER FEES**	**13**
Item 7 **ESTIMATED INITIAL INVESTMENT**	**17**
Item 8 **RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS**	**19**
Item 9 **FRANCHISEE'S OBLIGATIONS**	**21**
Item 10 **FINANCING**	**23**
Item 11 **FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING**	**23**
Item 12 **TERRITORY**	**30**
Item 13 **TRADEMARKS**	**32**
Item 14 **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**	**35**

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS 36

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL 37

Item 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION 38

Item 18
PUBLIC FIGURES 41

Item 19
FINANCIAL PERFORMANCE REPRESENTATIONS 41

Item 20
OUTLETS AND FRANCHISEE INFORMATION 42

Item 21
FINANCIAL STATEMENTS 49

Item 22
CONTRACTS 49

Item 23
RECEIPTS 49

Exhibits

Exhibit A- List of Administrators/Agents for Service of Process
Exhibit B- Franchise Agreement
Exhibit C- Confidential Operations Manual Table of Contents
Exhibit D- List of Current & Former Franchisees
Exhibit E- Financial Statements
Exhibit F- Non-Disclosure, Non-Solicitation and Non-Competition Agreement
Exhibit G- Spousal Non-Disclosure and Non-Competition Agreement
Exhibit H- Franchise Compliance Questionnaire
Exhibit I- State Specific Addenda to the Disclosure Document
Exhibit J- State Specific Amendments to the Franchise Agreement
Exhibit K- Form of Release of Claims
Exhibit L-Receipts

SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT

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

The Franchisor

To simplify the language in this Disclosure Document "we" "us" or "our" means Supporting Strategies Partners, LLC, the franchisor. "You" means the person who buys the franchise. If a corporation, partnership, limited liability company or other business entity buys the franchise, "you" also means each of the individual owners of the corporation, partnership, limited liability company or other business entity.

We are a limited liability company, formed under the laws of Delaware on January 17, 2013. Our principal business address is 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915. We conduct business under our corporate name, under the trade name and service mark "SUPPORTING STRATEGIES®", URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless Web addresses and the like and associated logos, designs, symbols and trade dress (collectively, the "Marks"). Our franchised business provides outsourced bookkeeping and controller services for small businesses.

We are owned by our principal members. On January 1, 2024 we acquired our former affiliate, Supporting Strategies, LLC. As of that date we operate a business similar to the Franchised Business in 10 territories in Massachusetts, Connecticut, Delaware, Pennsylvania, Wisconsin and California.

We have offered franchises for SUPPORTING STRATEGIES® businesses since March 2013. We have never offered franchises in any other line of business.

Agents for Service of Process

Our agent for service is disclosed in Exhibit A.

Parent

We do not have a parent.

Predecessor

We do not have a predecessor.

Affiliates

We do not have an affiliate.

Except as provided above, we have no parent, predecessor or affiliates required to be disclosed in this Item 1.

The Franchised Business

We offer and grant franchises to operate a SUPPORTING STRATEGIES® business which provides outsourced bookkeeping and controller services for small businesses as described under a franchise agreement ("Franchise Agreement"). A SUPPORTING STRATEGIES® business provides a full range of bookkeeping and controller services including the management of accounts payable, invoicing, accounts receivable, financial and management reporting, inventory activity management, credit card activity management, human resources and payroll support, and bank statement reconciliation and analysis, and other accounting and operational services as may be authorized or approved in writing by us (collectively "Services"), all of which is provided to growing small businesses.

Our franchises do business as SUPPORTING STRATEGIES® – [Territorial Name] as described in Item 12. In order to become a SUPPORTING STRATEGIES® franchisee, you must operate your Business in accordance with our System Standards, and you must sign a single-unit Franchise Agreement. Briefly, from 2022 to 2023, we offered Multiple Unit Development Agreements ("MUDA") and sold one MUDA to a current franchisee, as noted in Item 20.

The SUPPORTING STRATEGIES® System

SUPPORTING STRATEGIES® is known for its unique, comprehensive and efficient operating system. The SUPPORTING STRATEGIES® System is built on a scalable cost infrastructure, which allows the franchisee to efficiently grow. We franchise the right to establish and operate a SUPPORTING STRATEGIES® franchised business, in accordance with the SUPPORTING STRATEGIES® System ("System") characterized by procedures and techniques for marketing and promoting SUPPORTING STRATEGIES®; the Marks; uniform operating methods delivered remotely, procedures and techniques virtually applied; and methods and techniques for reporting, sales promotion, marketing and advertising. All Franchised Businesses will be required by us to be uniform in method of operation. We may change, improve, expand and develop the System periodically. You may be allowed to offer some optional services, or use different vendors from our specifications, but you will need our prior written approval.

The Franchised Business will be operated in accordance with SUPPORTING STRATEGIES® confidential operating manual ("Operations Manual"), which will be loaned to you as a franchisee and made available to you through a password protected Website.

Market Competition

The primary target market for the Services provided by SUPPORTING STRATEGIES® is the small business market, defined as businesses with 1 to 100 employees. Your competitors will include individuals, businesses and franchises which provide bookkeeping services; certified public accountants, accounting firms, income tax preparation services including franchises and other similar businesses that provide a variety of financial management services, including bookkeeping services to small businesses on a local, regional and national level.

SUPPORTING STRATEGIES® is a year round business. We consider the market for SUPPORTING STRATEGIES® to be a developed market in the traditional sense of providing bookkeeping and controller services. However, SUPPORTING STRATEGIES® Services are provided virtually and applied remotely which is a developing segment of this market.

Regulations

It is your responsibility to comply with all laws and regulations that apply to all businesses in general, as well as all local, state and federal laws, regulations and licensing concerning the provision of bookkeeping services. You will be required to comply with workers' compensation, equal protection and workplace safety laws and regulations. In addition, if you lease office space to operate your SUPPORTING STRATEGIES® Business you must investigate the zoning laws for your prospective premises, since they may include zoning restrictions or special requirements. We recommend you inquire with your attorney about these laws and regulations.

We will conduct, at our expense, criminal background checks of all franchisees' employees before employment in a manner as we specify in our Operations Manual.

We recommend you inquire with your attorney about these laws and regulations.

Item 2
BUSINESS EXPERIENCE

Leslie Jorgensen -Managing Member and Chief Executive Officer

Ms. Jorgensen has been our Chief Executive Officer since our formation on January 17, 2013. Ms. Jorgensen was also Managing Member of our affiliate and wholly owned subsidiary BFBC Events, LLC from November 2011 to May 5, 2015. Ms. Jorgensen is also Chief Executive Officer of our affiliate Supporting Strategies, LLC since January 2004.

Stephen L. Watson – Board Member

Mr. Watson has been a Board Member since our formation on January 17, 2013. Mr. Watson was also a Member of our affiliate and wholly owned subsidiary BFBC Events, LLC from March 2013 to May 5, 2015. Mr. Watson was our Development Advisor from January 2013 to December 2020.

David Linton– Board Member

Mr. Linton has been a Board Member since February 2020. Since January 2020, Mr. Linton has been CEO of Luana Investments, located in Mercer Island, Washington. From 1984 to December 2019, Mr. Linton was Managing Director of Bigelow LLC, located in Portsmouth, New Hampshire.

Charles L. Popkin – Board Member

Mr. Popkin has been a Board Member since May 2022. Since July 2001, Mr. Popkin has been Founder and Principal of Longwood Associates, located in Boston, Massachusetts.

Brian Peddle – President & Chief Product Officer

In January 2023 Mr. Peddle was elected President & Chief Product Officer. Mr. Peddle served as Vice President of Technology & Innovation through 2022. Prior, Mr. Peddle served on our leadership team

since February 2021. From August 2014 to July 2020, Mr. Peddle worked as the Founder & CEO of Motivis Learning Systems located in Salem, NH.

Alfred J. Dellicicchi – Vice President of Development & Technology

Mr. Dellicicchi has served as Vice President of Development & Technology since January 2023. From March 2021 to December 2022, Mr. Dellicicchi served on our Technology & Innovation team in the role of Solutions Architect. From January 2015 to December 2020, Mr. Dellicicchi worked as the Chief Technology Officer of Motivis Learning Systems located in Salem, New Hampshire.

Nicholas Pedro – Vice President of Brand Engagement

Mr. Pedro has served on our leadership team since October 2021 as Director, Network Engagement. Mr. Pedro was promoted from the role of to Vice President of Brand Engagement in January 2023. Mr. Pedro joined us as a Talent Partner in April 2017.

Katie Zotos – Vice President of People & Culture

Ms. Zotos has served on our leadership team since October 2023 as Vice President of People & Culture. Ms. Zotos was promoted from her role of Director of Talent Acquisition in January 2023. Ms. Zotos joined us as a Talent Partner in March 2021. From November 2017 to February 2021, Ms. Zotos was Senior Recruiter/Account manager for Impact Business Group located in Grand Rapids, Michigan.

Item 3
LITIGATION

On November 15, 2019, Supporting Strategies voluntarily entered into an Assurance of Discontinuance with the State of Washington agreeing that it will no longer include or enforce nonpoaching provisions in any of its current and future franchise agreements; and will not seek to intervene or defend any no-poach provision in any litigation in which a franchisee may claim third-party beneficiary status rights to enforce an existing no-poach provision. Supporting Strategies amended all existing franchise agreements with franchisees in the State of Washington removing any nonpoaching provisions.

Other than the above Assurance, 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

Initial Franchise Fee

The Franchise Fee is $60,000, which will include a minimum of 20,000 to a maximum of 25,000 small businesses within the designated territory. If the territory is available, you may purchase supplemental small businesses over the maximum at a cost of $1,000 for each additional 1,000 small businesses and that cost will be added to the Franchise Fee. For certain renewing franchisees, based on sales performance during franchisee's prior term, as determined solely by us, additional small businesses may be granted without fee. You must pay to us the Franchise Fee in a lump sum when you sign the Franchise Agreement. In consideration for the Franchise Fee, we grant you a franchise to operate a SUPPORTING STRATEGIES® Franchised Business and provide you and certain of your personnel with initial training.

We offer a 10% discount on the Franchise Fee for qualified veterans of the United States Armed forces.

We offer a royalty credit to any current franchisee for each candidate referred to us who meets our qualifications and enters into a franchise agreement with us. Currently the credit is $10,000. We reserve the right to change, modify or discontinue this program at any time.

You pay us or our affiliates no other fees or payments for services or goods before your Franchised Business opens. The Franchise Fee is fully earned and non-refundable when paid.

Item 6
OTHER FEES

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
Royalty	10% of Gross Sales for Year 1; the greater of 10% of Gross Sales or $12,000 Year 2; $24,000 Year 3; $36,000 Year 4; $48,000 Year 5 and each year for the remainder of the term of the Franchise Agreement and each renewal term.[2, 3]	Payable monthly on the day of the month we designate periodically by automatic debit / Electronic Funds Transfer (EFT).[1]	Royalty fees will begin on the Effective Date of the Franchise Agreement. Minimum Royalty will begin one year after execution of your Franchise Agreement. Interest is charged on late payments. [3, 4]
Advertising Fund Fee	2% of Gross Sales.[2]	If Advertising Fund instituted, payable monthly on the day	No fee charged initially, but we may institute the

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
		of the month we designate periodically by automatic debit / Electronic Funds Transfer (EFT).[1]	Advertising Fund Fee with 90 days written notice. If instituted, you must pay to the System's Advertising Fund a monthly Fee not to exceed 2% of your Gross Sales for the preceding month period. Interest is charged on late payments. [4]
Reimbursement for Products, Services, etc.	Actual costs.	Payable monthly on the day of the month we designate periodically by automatic debit / Electronic Funds Transfer (EFT).[1]	You must reimburse us for purchases we make on your behalf or on behalf of your clients.[5]
Virtual Cloud/Virtual Key Fee	$100 - $200 per month per user.	Payable on or before the first day of each month.	See Note 6.
Insurance	Cost of insurance and, if not obtained by you, you must reimburse our procurement expense.	As required and as incurred.	Payable to us only upon your failure to comply with the Franchise Agreement.[7]
Client Complaints	100% of the cost to satisfy the client complaint.	Upon receipt of invoice.	Applies if we intervene on your behalf. [8]
Audits	Cost of audit plus interest on underpayment.[4]	As incurred.	Payable only if audit shows understatement is willful or is 5% or more of gross sales for any monthly period.
Interest	1.5% per month or the highest rate allowed by	On demand.	Interest on overdue payment.

TYPE OF FEE[1]	AMOUNT	DUE DATE	REMARKS
	applicable law.		
Transfer	20% of the then-current initial franchise fee.	Time of transfer.	Payable if you sell your franchise. No fee charged if you transfer franchise to a corporation or other entity you control.
Renewal	10% of the then-current initial franchise fee.	Time of renewal.	New franchise agreement, which may have different terms or conditions, must be signed by you and us.
Costs and Attorneys' Fees	Cost of collection and attorneys' fees.	As incurred.	Payable if you fail to comply with the Franchise Agreement.
Indemnification	Cost of liability.	As incurred.	You must indemnify and hold us harmless against any claims, losses, costs, expenses, liabilities and damages, including costs and attorneys' fees arising from your Franchised Business' operation.

NOTES:

(1) All fees are uniform for all franchisees and payable only to us, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate. All fees are payable through Electronic Funds Transfer ("EFT"). You must authorize your bank to accept automatic withdrawals for all fees to us through EFT of the stated amount from your bank account into our bank account when due. You must provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits. All fees are non-refundable.

(2) The term "Gross Sales" will mean and include the total of all revenue and income to which you are entitled to receive from the provision of services and products to clients of the Franchised Business or any other source, whether or not sold or performed at or from the Franchised Business and whether received in cash, in services in kind, from barter and/or exchange, on credit (whether or not payment is received), or otherwise. You will deduct from your Gross Sales (but only if they have been included)

the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to clients, if the taxes are separately stated when the client is charged and if the taxes are paid to the appropriate taxing authority. You will also deduct from your Gross Sales the amount of any reimbursable expenses, which we define in our Operations Manual, documented refunds, charge backs, credits and allowances approved by us which you give in good faith to clients. All barter and/or exchange transactions to which the Franchised Business furnishes services and/or products in exchange for goods or services to be provided to Franchised Business by a vendor, supplier or client will, for the purpose of determining Gross Sales, be valued at the full value of the goods and/or services so provided to Franchised Business.

(3) Royalty Fees will begin from the date the Franchised Business is opened, payable monthly and continue through the term of the Franchise Agreement. Commencing on the Effective Date of your Franchise Agreement, you must pay to us a monthly royalty fee ("Royalty Fee") of 10% of the Gross Sales of the Franchised Business for the first year. You must also pay to us a Royalty Fee equal to the greater of (i) 10% of the Gross Sales of the Franchised Business or (ii) the minimum Royalty Fee of $12,000 for year two; $24,000 for year three; $36,000 for year four; and $48,000 for year five and each year thereafter for the remainder of the Initial Term and for all renewal terms.

(4) Interest rate will be 1.5% per month or if the maximum interest rate permitted by state law is less, then interest will be charged at the lesser allowed rate. Interest begins from the date payment was due.

(5) We are the only approved vendor for various client reimbursable pass through products and services including QuickBooks Online, QuickBooks Enterprise accounting software, HubDoc, Desktop Hosting and numerous other related software products. We have the right to add new products and services for which we must be reimbursed; typical reimbursable expenses include 1099 Forms, Next Day delivery costs, Right Network (hosting network) access for clients. We do not make a profit on these materials.

(6) We will lease to you and each of your staff your choice of either a Virtual Key or Virtual Cloud, for use during the term of your Franchise Agreement, as long as you are not in default. Virtual Key provides each user with a laptop computer, make and model of our choice; the Virtual Cloud provides access using your computer. The Virtual Key and the Virtual Cloud provide each user with the following: IT support; secure document storage and file sharing; collaboration tools including e-mail, calendaring, instant messaging, screen sharing, and online meetings; WorkPlace team management software, which handles the aspects of the day-to-day components of a SUPPORTING STRATEGIES® franchised business. We reserve the right to adjust this fee based on increased costs from the vendor or other 3rd party.

(7) You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by law or otherwise, as described in greater detail in our Operations Manual. We may periodically change the types and amounts of coverage required under the insurance policies, based on changes in circumstances, if the changes apply to all SUPPORTING STRATEGIES® Franchised Businesses. If you fail to purchase the mandatory insurance, we may obtain insurance for you, and you must reimburse us for its cost, which might be higher than the cost of insurance you could obtain for yourself. Except for Workers' Compensation, Professional Liability and Employer's Liability

Insurance, all insurance policies must name us and any affiliates that we designate as additional insureds and give us at least 30 days' prior written notice of termination, amendment, or cancellation. You must provide us with certificates of insurance evidencing your insurance coverage no later than 10 days before your Franchised Business opens and annually as prescribed in our Operations Manual.

(8) You must maintain high standards of quality and service. You will cooperate with us by maintaining high standards in the operation of the franchise and you must, at all times, give prompt, courteous and efficient service to your clients. All Franchised Business work must be performed competently and in a workmanlike manner. The Franchised Business must, in all of its dealings, adhere to the highest standards of honesty, fair dealing and ethical conduct. If we feel that you did not fairly handle a client complaint, we may intervene and satisfy the client. You must reimburse us for all our costs associated with satisfying your client.

Except as provided above, there are no provisions for any of these fees to increase during the term of your Franchise Agreement. We do not finance any fee.

Item 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee	$60,000 [1]	Lump sum	At signing of Franchise Agreement.	Us
Real Estate	See Note 2	See Note 2	See Note 2	See Note 2
Equipment and Furniture	$0 to $500	As incurred	Before opening	Various vendors
Supplies & Misc. Expense	$0 to $250	As incurred	As incurred	Various vendors
Insurance [3]	$2,850 to $3,000	As arranged	Before opening	Various vendors
Virtual Cloud or Virtual Key (2 users for first 3 months)	$600 to $1,200	As incurred	Upon Opening	Us
Internet Access	$120 to $240	As arranged	Before opening	Vendor
Legal [5]	$1,000 to $3,000	As arranged	Before opening	Professional Advisors
Additional Funds [6]	$10,000 to	As incurred	Before and after	Employees

(first 6 months)	$30,000		opening	
TOTAL:	$74,570 to $98,190 (Does Not Include Real Estate Costs) [7]			

Notes:

(1) We do not finance any fees. All payments to us are non-refundable. Any refund of payments made to various vendors will depend on the terms you arrange with those vendors.

(2) We presume you will operate your SUPPORTING STRATEGIES® Franchised Business from your home. We do not require or recommend a leased office location for your SUPPORTING STRATEGIES® Franchised Business. If you do not operate your SUPPORTING STRATEGIES® Franchised Business as a home-based business, renting a furnished office with shared administrative services is an alternative to the higher cost of office leasing. Rent for such space varies widely between areas, and could range anywhere from $300 to $1,200 per month. However, if you decide to lease an office location the initial investment could be significantly higher as these costs vary dramatically based on numerous factors. We do not estimate real estate costs.

(3) Estimated cost of down payment required to activate policy coverage. Costs vary widely from location to location and from state to state. Required coverages include, without limitation, casualty, liability, errors and omissions and workers' compensation. You must obtain and maintain insurance, at your expense, as we require, in addition to any other insurance required by law or otherwise, described in greater detail in our Operations Manual. We may periodically change the types and amounts of coverage required under the insurance policies, based on changes in circumstances, if the changes apply to all SUPPORTING STRATEGIES® Franchised Businesses. Except for Workers' Compensation, Professional Liability and Employer's Liability Insurance, all insurance policies must name us and any affiliates that we designate as additional insureds and give us at least 30 days' prior written notice of termination, amendment, or cancellation. You must provide us with certificates of insurance evidencing your insurance coverage no later than 10 days before your Franchised Business opens and annually as prescribed in our Operations Manual.

(4) Includes business entity formation or other legal fees.

(5) Estimate of funds needed to get your SUPPORTING STRATEGIES® Franchised Business ready to open for business, which includes your salary or draw, and extra labor expense you will incur while training your staff both before and after opening.

(6) Except as otherwise described in the Notes, the above table provides an estimate of your initial investment for a new single SUPPORTING STRATEGIES® business and the costs necessary to begin operation of your Business. All costs listed in the table are estimates only. We relied on our experience to compile these estimates. You should review these figures carefully with a skilled business advisor before you decide to purchase the franchise. Your actual costs will depend on factors which include the location of your SUPPORTING STRATEGIES® Franchised Business; how much you follow SUPPORTING STRATEGIES'® recommended methods and procedures; your overall management and business skills; local economic conditions; competition; the prevailing local wage rate; and the amount and effectiveness of your marketing and promotion.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must lease and install, at your expense, all computer equipment and accounting and business management software, as we may reasonably direct periodically; and refrain from installing, or permitting to be installed, any accounting and team management software or other items not previously approved as meeting our standards and specifications, without our prior written consent.

Currently, the only computer equipment you will need to operate your Franchised Business is either the Virtual Key or your own computers using the Virtual Cloud for yourself and each employee. We are the only approved supplier of the proprietary Virtual Key and Virtual Cloud and the software necessary to operate the Franchised Business. We will make a profit on your lease of the Virtual Key and Virtual Cloud. As of our fiscal year end December 31, 2023, we realized $1,590,500 in revenue from our franchisees' purchases accounted for 19% of our total revenues of $8,230,454.

Our affiliate did not derive revenue, rebates or other material consideration based on franchisees required purchases or leases. We may negotiate with suppliers to receive rebates, commission or other consideration based on certain items you must purchase. The rebate programs will vary depending on the supplier and the nature of the product or service.

You must license and utilize all software that we require. The software products that we currently require are cloud based software products that we distribute or have developed. You will be restricted from using any other software without our prior written approval.

The software license and user fees are allocated by employee and/or client and do not exceed the cost of producing, maintaining and administering the software. We do not require you to purchase a computer or software, except as disclosed above. You are required to use either the Virtual Key computer we provide to you or Virtual Cloud for the operation of the Franchised Business. You may not use the Virtual Key or Virtual Cloud for any other purpose including personal use.

We are the only approved vendor for various client reimbursable pass through products and services including QuickBooks Online, QuickBooks Enterprise accounting software, HubDoc, Desktop Hosting and numerous other related software products. We do not make a profit on these materials.
We are the only designated supplier of our proprietary Business Fundamentals Bootcamp program. We did not earn any revenue from our franchisees from the Business Fundamentals Bootcamp program as we do not charge our franchisee a fee for providing this service.

Except for the products and services described above, there are currently no other products or services for which we or our affiliates are approved suppliers or the only approved suppliers. Other than Business Fundamentals Bootcamp events which we provide without charge as a marketing opportunity for our franchisees (described in more detail in Item 11 under subheading Advertising), there are no approved suppliers in which any of our managing members owns an interest.

You must obtain and maintain insurance, at your expense, with policy limits as required by us, applicable law or otherwise. Currently, required coverages include, without limitation with respect to all insurable properties, all-risk property insurance against loss or damage to business in amounts not less than the replacement cost of such property; general liability insurance, including premises liability, products/completed-operations and contractual liability, covering claims for bodily injury or property damage caused as a result of the operation of the Franchised Business not less than $1,000,000 for each occurrence, $2,000,000 general aggregate; hired and non-owned auto $1,000,000; umbrella coverage; a professional liability policy which must include privacy coverage for $1,000,000.00; and workers' compensation, as required by applicable law with Employers liability limits of: $1,000,000.00/$1,000,000.00/$1,000,000.00.

You must purchase all products and services for which we have established standards or specifications solely from suppliers that we have approved which may be us or our affiliate(s).

If you desire to purchase products or services from a party other than an approved supplier, you must submit to us a written request to approve the proposed supplier, together with evidence of conformity with our specifications as we may reasonably require. We do not charge a fee for your requests. We will use our best efforts, within 30 days after our receipt of the completed request and completion of the evaluation and testing (if required by us), to notify you in writing of our approval or disapproval of the proposed supplier. Approval will not be unreasonably withheld. In the event we do not provide You with a written decision, the request shall be deemed denied. You must not sell or offer for sale any products of the proposed supplier until our written approval of the proposed supplier is received. We may periodically revoke our approval of particular products or suppliers when we determine, in our sole discretion, that these products or suppliers no longer meet our standards. Upon receipt of written notice of revocation, you must cease to sell any disapproved products and cease to purchase from any disapproved supplier. You must only offer and sell products to clients for their use and consumption and not for resale. We grant and revoke approval of suppliers based on their ability to meet our standards and specifications and their ability to support our financial and operational requirements.

We formulate and modify specifications and standards imposed upon suppliers by evaluating the market acceptance of products and the financial stability of suppliers. We do not have to issue our specifications and standards to franchisees or approved suppliers, nor are criteria for supplier approval made available to franchisees.

To insure that the highest degree of quality and service is maintained, you must operate the Franchised Business in strict conformity with the methods, standards and specifications as we prescribe in the Operations Manual or otherwise in writing; and you must refrain from deviating from these methods, standards and specifications without our prior written consent. We may revise the contents of the Operations Manual, and you must comply with each new or changed standard and specification. You must at all times insure that your copies of the Operations Manual are kept current and up to date.

The estimated proportion of the cost of goods and services purchased or leased from us, our affiliates, or other approved suppliers, to the total cost of purchases and leases required in establishing and operating the Franchised Business is 24% to 30%.

We do not have a purchasing or distribution cooperative related to our franchisees.

We attempt to negotiate purchase arrangements and discounts with suppliers for the benefit of our franchisees, but have no obligation to do so.

We do not provide any direct material benefit to franchisees, such as renewal or granting of additional franchises, based on your purchase of particular products or services or use of particular suppliers.

Item 9
FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in agreement	Disclosure document item
a. Site selection and acquisition/lease	Not Applicable	Items 7, 11 and 12
b. Pre-opening purchases/ leases	Not Applicable	Items 7 and 8
c. Site development and other pre-opening requirements	Sections 8, 12 and 13	Items 7 and 11
d. Initial and ongoing training	Sections 8 and 12	Items 6, 7 and 11
e. Opening	Sections 8 and 13	Item 11
f. Fees	Sections 6 and 9	Items 5 and 6
g. Compliance with standards and policies/ operating manual	Sections 10 and 16	Items 8 and 11
h. Trademarks and proprietary information	Sections 2, 9, 17, 18, 24, 25 and 26	Items 13 and 14
i. Restrictions on products/ services offered	Section 9	Items 8 and 16
j. Warranty and customer	Section 16	Items 6 and 15

Obligation	Section in agreement	Disclosure document item
service requirements		
k. Territorial development and sales quotas	Section 16	Item 12
l. Ongoing product/service purchases	Section 9	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Section 14	Items 8 and 11
n. Insurance	Section 22	Items 6 and 7
o. Advertising	Section 20	Items 6, 11 and 12
p. Indemnification	Section 22	Item 13
q. Owner's participation/ management/staffing	Sections 16 and 23	Item 15
r. Records and reports	Sections 6 and 21	Item 6
s. Inspections and audits	Sections 13 and 21	Items 6 and 11
t. Transfer	Sections 27 and 28	Items 6 and 17
u. Renewal	Section 5	Items 6 and 17
v. Post-termination obligations	Section 34	Item 17
w. Non-competition covenants	Sections 24 and 26	Item 14, 15 and 17
x. Dispute resolution	Section 36	Item 17
y. Other: Guaranty of franchisee obligations	Addendum C	Item 15
z. Other: Spousal Non-	Not Applicable	Item 15 and Exhibit G

Obligation	Section in agreement	Disclosure document item
Compete		

Item 10
FINANCING

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

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

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

Before you open your business, we will:

a) Designate your territory within which you will open a single SUPPORTING STRATEGIES® Franchise. (Franchise Agreement - Section 3)

b) Loan to you a copy of our Operations Manual, which contains mandatory and suggested specifications, standards, methods, and procedures. The Operations Manual will be in one or more of the following: intranet; bulletins; notices; letters, webinars and/or other electronic media; online postings; e-mail and /or electronic communications; or any other medium capable of conveying the Operations Manual's contents. The Operations Manual is confidential and remains our property. We may modify the Operations Manual in the future, but the modifications will not alter your status and rights under the Franchise Agreement. (Franchise Agreement - Section 8)

The Table of Contents of the Operations Manual appears as Exhibit C to this Disclosure Document. The total number of pages in our Operations Manual is 49 pages.

c) Lease to you and each of your staff either a Virtual Key, for use during the term of your Franchise Agreement, as long as you are not in default, or access to the Virtual Cloud, at your cost. The Virtual Key provides each user with a laptop computer, make and model of our choice. The Virtual Key and the Virtual Cloud provide each user with the following: IT support; secure document storage and file sharing; collaboration tools including e-mail, calendaring, instant messaging, screen sharing, and online meetings; WorkPlace team management software, which handles the aspects of the day-to-day components of a SUPPORTING STRATEGIES® franchised business. You may opt to access this service by using our Virtual Cloud, a lower cost service, which requires access through your computer. (Franchise Agreement – Sections 6 and 8)

d) Give you general assistance in the opening of your business. We will also make our personnel available to help you plan pre-opening promotional programs. You will need to give us at least 30 days' notice of the planned opening date of your business if you wish us to provide you with pre-opening assistance. (Franchise Agreement – Sections 8 and 13)

e) Train you and your key management people in our system. (Franchise Agreement - Section 12)

During the operation of your business, we will:

a) Continue to loan to you the Operations Manual, and furnish you with any and all updates and other Manuals and training aids that are developed in the future. Any training webinars we make will be made available to you at no cost. (Franchise Agreement - Section 8)

b) Continue to lease to you and each of your staff your choice of either a Virtual Key or Virtual Cloud, for your use during the term of your Franchise Agreement, as long as you are not in default of your Franchise Agreement. (Franchise Agreement - Section 8)

c) If we deem it necessary or advisable, give you individual or group guidance and assistance, by personal visit or telephone, or by newsletters, brochures, reports or bulletins or electronically. This help may include advice on maximizing sales and profits, marketing, employee training, client service, vendor relations, equipment maintenance, or any operating problems you may be experiencing. (Franchise Agreement - Section 8)

d) Allow you to participate in programs that may be developed and offered by us on a system-wide basis to our franchisees. (Franchise Agreement - Section 8)

e) Provide you with access to digital copies of our available advertising material. You may also develop and use your own advertising material, but samples of all advertising, promotional and marketing materials or plans that we have not prepared or previously approved must be submitted for our approval 30 days before you use them. Any plans or materials submitted by you to us that have not been approved or disapproved, in writing, within 15 days of receipt by us, will be deemed disapproved. You may not use any advertising or promotional materials that we have disapproved. (Franchise Agreement - Section 20)

f) Provide you with additional training programs that we currently offer or may develop in the future. There is no charge for programs you must attend, all of which are currently provided virtually, but you must pay the travel and living expenses (if any) for you and anyone attending with you. (Franchise Agreement - Section 12)

g) As we deem appropriate, test new services, equipment or technologies, and if they meet our standards and specifications, we will make them available to you. (Franchise Agreement - Section 8)

h) Host a minimum of one page on the SUPPORTING STRATEGIES® Internet Website with contact and other information specific to your Franchised Business. We will receive and forward to you, telephone, postal and internet inquiries and leads originating from your Designated Territory. (Franchise Agreement - Section 8)

i) Provide employee recruitment services for you including placement of recruitment advertising, resume screening, and initial telephone interviews for potential employees for your Franchised

Business. To protect the SUPPORTING STRATEGIES® System and Marks we provide periodic criminal background checks, as we deem necessary and appropriate, on all employees that have access to our technology, platform or System. However, you will be responsible for all employment decisions and functions of the Franchised Business including interviewing, offer presentation and hiring of each employee. (Franchise Agreement – Section 8)

Advertising

We are reserving the right to institute a regional or national advertising program, and to charge you a 2% Advertising Fee to fund it. We do not have a franchisee advertising council. If a program is begun, the Advertising Fund will be administered by our managing members. We and our designees will have the sole authority to direct all advertising, marketing, and promotional programs of the Advertising Fund and will have sole discretion over all aspects of those programs, including the concepts, materials, and media used and the placement and allocation of them. The Advertising Fund will be used, in our discretion, to pay for developing and conducting activities that we believe will enhance the goodwill associated with the Proprietary Marks and the image of the System and to pay for the administration of the Advertising Fund and its programs. This does not mean, however, that expenditures in your Territory will be equivalent or proportionate to your contribution. Up to 15% of the total Advertising Fund annually may be used to cover our or our designee's costs and overhead for activities reasonably related to the administration of the Advertising Fund, including costs and salaries of our or our designee's personnel who perform services for the Advertising Fund. The Advertising Fund's activities and programs may include, among other things, conducting and preparing advertising, marketing, public relations, client surveys, and/or promotional programs and materials, and any other activities that we believe will enhance the image of the System, such as preparing and conducting radio, television, print, and Internet-based advertising campaigns; utilizing social and business networking media sites and other emerging media or promotional tactics; developing, maintaining, and updating our Website on the Internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies; purchasing promotional items; purchasing point-of-purchase materials; providing promotional and other marketing materials and services to the businesses operating under the System. Advertising Fund contributions will be used primarily for advertising on the national, regional or local level. (Franchise Agreement, Section 20)

All franchisee and affiliate SUPPORTING STRATEGIES® Businesses will contribute to the Advertising Fund on the same basis, and the expenditure of funds will be limited to advertising, promoting and marketing the goods and services offered by our System. If you are not yet contributing to the Advertising Fund you may be excluded from receiving benefits from the activities of the Advertising Fund. Advertising funds will not be used to sell additional franchises. In 2023 we did not collect any advertising fees.

Except as indicated above, we do not receive payment for providing goods or services to the Advertising Fund. We will maintain separate bookkeeping accounts for the Advertising Fund and may, but will not be required to cause Advertising Fund contributions to be deposited into one or more separate bank accounts. The Advertising Fund is not a trust, and we are not a fiduciary or trustee of the Advertising Fund or the monies in the Advertising Fund. However, we may, in our discretion, separately incorporate the Advertising Fund or create an Advertising Fund trust, over which we may be the trustee, into which Advertising Fund contributions may be deposited. (Franchise Agreement - Section 20)

Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year. Although once established the Advertising Fund is intended to remain in existence, we reserve the right to terminate the Advertising Fund only after all monies have been spent for advertising and promotion. The Advertising Fund will not be audited. An in-house statement of the operations of the Advertising Fund will be prepared annually and will be made available to you upon written request; the cost of preparing the statements will be paid by the Advertising Fund. (Franchise Agreement - Section 20)

We require you to participate in and assist with, in a manner that we designate, the marketing and organization of local and regional Business Fundamentals Bootcamp events which we undertake for the benefit of your Franchise and the benefit of other SUPPORTING STRATEGIES® Businesses. The Business Fundamentals Bootcamp Series is a marketing event designed for the CEOs and CXOs of early and growth stage companies to receive the critical advice that founders and managers need to successfully grow their businesses. The Business Fundamentals Bootcamp event includes speakers and panelists who lend their expertise on tactical issues and opportunities for growing businesses focused on topics in marketing, finance, law and human resources. The curriculum is very tactical in nature, providing expert guidance; tools and takeaways that business leaders need to address to successfully grow their business. (Franchise Agreement - Section 20)

In addition, we recommend that you join at least one business networking group within your Designated Territory and attend a minimum of one networking meeting or event per month. You will bear the cost of participating in any such groups and programs, which in some cases may range between $1,000 to $2,500. (Franchise Agreement - Section 20)

You agree that upon termination, transfer, or expiration of this Agreement, you will immediately remove all advertising that you control and notify all advertising sources that your advertising must be removed and/or canceled immediately. For advertising that cannot be immediately canceled, you are responsible for any and all costs related to such advertising until such time as it can be canceled or it expires. (Franchise Agreement - Section 20)

We do not have the power to require cooperatives to be formed, changed, dissolved or merged.

You may have as many telephone numbers and telephone directory listings for your SUPPORTING STRATEGIES® business as you choose. However, we will own all rights to the telephone listings, and you must transfer them to us on the expiration, termination, repurchase or transfer of your franchise, at your expense. You must sign an authorization that grants us the right to change, transfer or terminate your telephone listings, your email addresses, domain names and comparable electronic identities, on your behalf upon expiration, termination, repurchase or transfer of your franchise.

Technology

You and each of your employees are required to use either the Virtual Key or Virtual Cloud to perform the service of the Franchised Business. We will lease to you and each of your staff your choice of either the Virtual Key (laptop computer), at your cost of $200 per month per user or the Virtual Cloud (access to our Cloud software and services using your computers) at your cost of $100 per month per user, for use during the term of your Franchise Agreement. The Virtual Key and Virtual Cloud provide each user with the following: IT support; secure document storage and file sharing; collaboration tools

including e-mail, calendaring, instant messaging, screen sharing, and online meetings; and WorkPlace team management software which handles aspects of the day-to-day components of a SUPPORTING STRATEGIES® franchised business.

You may use other computer hardware to access cloud-based components of the Virtual Key, but you are under no obligation to do so. You may opt to access these services by using our Virtual Cloud, a lower cost service, which does not include a laptop computer provided by us. The Virtual Key provides each user with a laptop computer, make and model of our choice.

You must maintain the laptop computer provided with the Virtual Key and keep it in good repair. If the laptop computer requires maintenance, you must complete an IT support request as described in the Operations Manual and it will be replaced or repaired at our expense, as we determine. The hardware component of the Virtual Key is on a three year refresh program, whereby every three years the user can return the computer to us and we will ship to the user a new computer, make and model of our choice.

You must subscribe to business class high-speed Internet access that we designate in our Operations Manual. The set-up cost varies geographically from $0 to $200 and $40 to $80 per month. Your subscription to the on-line computer network will permit you to connect with our corporate office and with franchisees to share information, exchange ideas and transfer data.

We have the right to independently remote access your information and records generated and stored in the systems so as to monitor your productivity and we have no limitations on our ability to do so. (Franchise Agreement- Section 9)

Internet/e-commerce

We restrict, designate, and have the right to approve, or control all of your electronic media, including Internet activities, and e-mail marketing correspondence, digital content, and electronic communications if any. This includes any Websites and all Social Networking and Marketing activities, including Twitter, Facebook, LinkedIn or any social media outlets. This also includes any group or social buying platforms, promotions or campaigns. You must follow the most recent rules and regulations published in our Operations Manuals or other manuals we have created regarding the upkeep and communications sent out via these channels.

You are not permitted to establish a Website on the Internet using any domain name containing the words SUPPORTING STRATEGIES .com, .net, .biz, .org or any other top level domain or variation thereof. We maintain the supportingstrategies.com Internet Website and provide you with access to our Website and a page contained within our Website for your Franchise. We may require that you utilize e-commerce products or services designated by us.

Any digital or electronic content published must be within brand communication standards and is subject to our approval. All digital imagery bearing our Marks are subject to our approval.

Due to the speed of electronic communication, all instructions by us which are deemed to restrict, designate or control e-commerce activities must be responded to within 24 hours.

We also reserve the right to restrict, designate and have the right to approve or control any existing or future (not yet developed) Fan Page or other advertising or social networking services of the Franchised Business, including the sending of bulk e-mail, other than in accordance with the guidelines in the Operations Manual or otherwise as we specify in writing.

Site

You may operate your SUPPORTING STRATEGIES® Franchised Business as a home based business, or lease commercial office space, as long as your office is located within your Designated Territory, and complies with local zoning requirements. If you choose to operate the Franchised Business from a location other than your home, we do not provide you with site selection criteria and you are not required to obtain our approval as long as the office is located in your Designated Territory.

Franchise Agreement

When you sign a Franchise Agreement, we will designate your Territory (see Addendum A to the Franchise Agreement). The length of time between signing your Franchise Agreement and actually opening for business should be 4 to 6 weeks. This time period is generally determined by how long it takes you to complete training and initiate marketing. You must open your SUPPORTING STRATEGIES® Franchised Business within 90 days of signing your Franchise Agreement. If you fail to open your SUPPORTING STRATEGIES® Franchised Business within 90 days of signing the Franchise Agreement, we have the right to (a) terminate the Franchise Agreement; or (b) operate or permit others to operate within your Territory.

Training

Anyone who participates in the Initial Franchisee Training program must complete the program to our satisfaction. We may extend the training program for anyone who fails to successfully complete it. We do not charge a fee for Initial Franchisee Training. Initial franchisee training consists of an estimated 30 hours of online self-paced video training and an additional 5-10 hours of one-on-one virtual orientation sessions. Your participation in this training will commence immediately after you sign the Franchise Agreement. Your initial opening activities will also commence immediately after you sign the Franchise Agreement and are estimated to be completed by the end of your third full week. We may require refresher training at renewal of the Franchise Agreement. Currently we do not charge any fees for any training which is provided by us however we reserve the right to change this policy with or without notice. (Franchise Agreement – Sections 5 and 12)

An outline of the Initial Franchisee Training program is as follows:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Supporting Strategies Online Training		30	Virtual
Supporting Strategies Orientation Sessions		10	Virtual

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
HubSpot Sales Certification		1	Virtual
QuickBooks Online ProAdvisor Certification		6	Virtual

It is the nature of the Business that all aspects of Initial Franchisee Training are integrated, that is, there are no definitive starting and stopping times. Initial Franchisee Training is conducted by Leslie Jorgensen. Leslie Jorgensen's background information is provided in Item 2. Ms. Jorgensen has 11 years' experience with us and 20 years of previous experience in the field of finance and business management.

People who must attend training will be identified in the Notice of Key Employees, attached as Addendum B to the Franchise Agreement. Except to the extent prohibited by the laws of the state where the Franchised Business is located or where the employee lives or works, anyone required to attend training cannot have an interest in or business relationship with any business competitive with the SUPPORTING STRATEGIES® concept. Prior to attending training, if the Key Employee is not a party to the Franchise Agreement they must also sign our then-current form of Non-Disclosure, Non-Solicitation and Non-Competition Agreement, subject to such modifications as may be necessary or appropriate to comply with applicable state law

Employment Policies

You must maintain a competent, conscientious, and trained staff who have successfully completed the designated training program and any additional training as we specify in the Operations Manual. We will assist you in the recruiting of your employees. You must take those steps as are necessary to ensure that your employees preserve good client relations; render competent, prompt, courteous and knowledgeable service; and meet our minimum standards, as we may establish periodically in the Operations Manual. You and your employees must handle all client complaints, refunds and other adjustments in a manner that will not detract from our name and goodwill. If we feel that you did not fairly handle a customer complaint, we may intervene and satisfy the customer. You must reimburse us for all our costs associated with satisfying your customer.

Any materials, guidance or assistance that we provide concerning the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Operations Manual or otherwise, are solely for your optional consideration and use. Those materials, guidance and assistance do not form part of the mandatory System Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to your employees.

You will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions including, but not limited to wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, taxes and withholdings, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. (Franchise Agreement – Section 8)

We do not exercise control and do not have the authority to control any of the essential terms and conditions of your employees' employment with you listed below:

(1) Wages, benefits, and other compensation; (2) Hours of work and scheduling; (3) The assignment of duties to be performed; (4) The supervision of the performance of duties; (5) Work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) The tenure of employment, including hiring and discharge; and (7) Working conditions related to the safety and health of your employees.

You must disclose to each of your employees in writing, in a form approved by us in advance, that you are the sole employer with total control over the terms and conditions of your employee's employment and that we are not a "joint employer" for the reasons cited above.

Item 12
TERRITORY

You will be granted a Designated Territory which will include a minimum of 20,000 to a maximum of 25,000 small businesses (defined as businesses with 1 to 100 employees) as identified by a database of business establishments, employment, occupation and retail sales. At the time of purchase, if the territory is available, you may purchase supplemental small businesses at a cost of $1,000 for each additional 1,000 small businesses and that cost will be added to the Franchise Fee. Currently, our source is the core Business Counts data, which currently utilizes the industry standard InfoGroup (formerly known as InfoUSA) database as its primary source data, includes data to the major standard industrial classification (SIC) group with detailed establishment types as well as North American industrial classification system (NAICS) data. The release each year includes both the current year and historical data for the previous 5 years. Data is compiled by Applied Geographic Solutions.
The size of your Territory could vary depending on the demographic information and business population density of the area included in the Designated Territory. For example, your Territory could vary in size from a city in an urban location to a county in a more suburban area.

The designation of a Territory is done primarily to provide your franchise a unique identity within the SUPPORTING STRATEGIES® network of offices (*e.g.*, "SUPPORTING STRATEGIES® – Atlanta"), which may prove helpful in distinguishing your particular business when developing new clients and training employees for your office. As described in Item 1, your Territory name will be based on your municipal location, and the geographic boundaries of your Territory likewise will be consistent with the Territory's name. In larger metropolitan areas (*e.g.*, Chicago), we may limit a territory to a portion of the city or specific suburb (*e.g.*, "Chicago – River North"), so as not to inhibit the growth of the SUPPORTING STRATEGIES® network of offices. Your territory name is subject to our approval and will become the basis of identifying your Franchised Business. We reserve the right to modify your Territory name or any d/b/a (doing business as) designations that You are using, as we deem necessary.

You must operate your Franchised Business from a location within your Designated Territory. You may operate your Franchised Business as a home based business as long as your home is located in your Designated Territory. You do not need our permission before relocating as long as your

Franchised Business office remains within your Designated Territory.

Except for the limitations on advertising and marketing outside of your Designated Territory, you have no restrictions on who your clients are or where they come from. You may accept business from outside of your Territory without permission or special payment.

We do not restrict you from passively attracting clients from outside your Designated Territory and likewise we do not restrict other franchisees from passively attracting clients outside their designated territory which may include your Territory. In addition, with our prior written permission, you may attend national, regional or extra-territorial tradeshows, meetings and events anywhere, including territories owned by other franchisees, however you cannot actively use telemarketing, direct marketing or other channels of distribution to advertise outside of your Designated Territory or make sales unless specifically authorized in the Operations Manual or in written communication from us.

We also must approve any use of the Internet, domain names or any social media websites to advertise or promote your SUPPORTING STRATEGIES ® franchise.

If your Designated Territory lies within the reach of media or marketing sources that serve other franchised or affiliate-owned businesses, we can require you to advertise and market cooperatively with those franchised or affiliate-owned businesses. The terms of the cooperative advertising will be established by us at that time.

Except when advertising or marketing cooperatively, or through media that, in addition to your Territory also includes territory of another franchisee, you cannot actively advertise or solicit business outside your Designated Territory. We can advertise, market and promote our and our affiliate's brands, but cannot otherwise solicit business, within your Territory.

We will not establish or license another person or entity to establish any other SUPPORTING STRATEGIES® businesses within your Territory while your Franchise Agreement is in effect, however we can develop, use and franchise other trade names and trademarks for other similar businesses. We and our affiliates also have the right to acquire, be acquired by, or merge with other companies which provide bookkeeping services, controller services and related businesses, and other related services anywhere (including inside or outside of the Designated Territory and, even if such businesses are located in the Designated Territory, provided the other businesses continue to operate under another name). We will not compensate you for any of our activities including soliciting or accepting business in your Designated Territory, even if they have an impact on your Franchised Business.

Presently, there are no active plans to do so, but we also have the right to develop and use alternative channels of distribution, such as the Internet, or other direct marketing methods, for the sale of proprietary products and services both within and outside your Territory under trademarks the same and different from those you will use under your Franchise Agreement and you will receive no compensation for our sales through alternative distribution channels.

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

that we control.

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

You retain the rights to your Territory even if the business population increases. As long as you are in compliance with the terms of your Franchise Agreement, we will not modify your territorial rights.

~~**Minimum Sales Performance**~~

~~The grant of your Franchise Designated Territory is expressly conditioned upon your successful penetration of the market in the Designated Territory. You must promote actively and aggressively the products and services of your SUPPORTING STRATEGIES® Franchised Business within your Designated Territory.~~

~~For each calendar year subsequent to the initial 24 months of your initial term Franchise Agreement and for all renewal terms, you are required to sell client agreements totaling a minimum value of $300,000 in Annual Recurring Revenue, and in accordance with the requirements specified in the Operations Manual. In addition, subsequent to the initial 24 months your initial franchise agreement term and for all renewal terms, you must achieve an annual revenue growth rate of 10% or greater each calendar year. You may be required to sell client agreements totaling a value higher than the minimum in order to meet or exceed the annual revenue growth rate requirement.~~

~~In any year that you do not achieve the foregoing Minimum Sales Performance standard for that specific period, you will be in material default of your Franchise Agreement. In exceptional cases, we may reduce or otherwise modify the Minimum Sales Performance Standard of an existing franchisee to better suit the individual territory. However, if you are not achieving the Minimum Sales Performance Standard, you will be in material default of your Franchise Agreement. Failure to take adequate steps to cure the default could result in a modification or reduction in the territory covered under your Designated Territory or termination of the Franchise Agreement. (Franchise Agreement- Section16).~~

Item 13
TRADEMARKS

You will be granted the non-exclusive right, and undertake the obligation, under the terms of the Franchise Agreement, to establish and operate a SUPPORTING STRATEGIES® Franchised Business under the Proprietary Marks and System. You may also use other current or future Marks that we may designate to identify the goods and services associated with the SUPPORTING STRATEGIES® System.

We will license to you the following trademarks which have been registered with the United States Patent and Trademark Office (the **"USPTO**") as indicated below:

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Mark	Registration Number	Registration Date	Principal or Supplemental Register
PRINCIPAL MARK Word Mark: Supporting Strategies	4,395,984	September 3, 2013	Principal
Composite Mark: SUPPORTING strategies	4,524,312	May 6, 2014	Principal
Composite Mark: SSU Supporting Strategies University	4,556,861	June 24, 2014	Principal
Word Mark: Business Fundamentals Bootcamp	4,406,443	September 24, 2013	Principal
Composite Mark: BUSINESS FUNDAMENTALS BOOTCAMP	4,406,444	September 24, 2013	Principal
Composite Mark: WorkPlace Welcome to WorkPlace: Supporting Strategies' proprietary client management database.	4,655,369	December 16, 2014	Principal

Our affiliate, Supporting Strategies, LLC developed and began using the SUPPORTING STRATEGIES Marks on January 1, 2004. The Marks were assigned to us on January 21, 2013.

BFBC Events, LLC developed and began using the Business Fundamentals Bootcamp Marks on October 1, 2010. The Marks were assigned to us on May 5, 2015.

In addition to our federal trademark registrations, we were granted the following state trademark registrations:

Mark	Registration Number	Registration Date	State
Word Mark: Supporting Strategies	77346	May 8, 2013	Massachusetts
Word Mark: Supporting Strategies	1001228571	June 13, 2013	Nebraska

We have filed all required affidavits and all required renewal applications processed with the USPTO and state agencies.

There are presently no effective determinations by the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court, of any pending infringement, opposition, or cancellation proceedings, or any pending material litigation involving our Marks.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the Marks in any manner material to the franchise, nor are there any superior rights or infringing uses actually known to us which would materially affect your use of the Marks. However, we cannot prevent anyone who began using the name "SUPPORTING STRATEGIES" before our use of it from continuing their use of that name in the area of prior use. The name "SUPPORTING STRATEGIES" may be in use by other businesses in the United States who are not our franchisees or in any way affiliated with us. You are responsible for finding out whether the name "SUPPORTING STRATEGIES" is already being used in the Territory.

We will take all steps that we deem reasonably appropriate to preserve and protect the ownership and validity of the Marks. Any decision to protect your right to use these Marks or to protect you against claims of infringement will be made by us. Should we elect to protect the Marks or protect you against claims of infringement, we will have the right to control any administrative proceeding or litigation. If litigation involving the Marks is filed or threatened against you, or you become aware of any infringement by a third party, you must tell us promptly and cooperate with us fully in pursuing, defending or settling the litigation.

You must sign all documents requested by us or our counsel that are necessary to protect our Marks or to maintain their validity and enforceability. We may substitute different Marks to identify the business conducted under the SUPPORTING STRATEGIES® System if we can no longer use or license the Marks, or if we decide that substitution of different Marks is beneficial for the System.
If that happens, we will reimburse you for your tangible costs of complying (for example, changing signs or advertising materials). You must not directly or indirectly contest our right to our Marks, trade secrets or business techniques that are part of our business.

Your Franchise Agreement provides that any use of the Marks that is not authorized is an infringement. You may not use the Marks as part of your corporate or other legal name, Website address, e-mail address, domain name or other identification in any print, electronic or other medium, or with any prefix, suffix or other modifying word, term, symbol or design without our consent. All rights in, and goodwill from, the use of the Marks accrue solely to us.

Because your telephone listings will be associated with the Marks, we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listing will inure to our benefit.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise.

We do not own any rights in, or to, any patents or registered copyrights that are material to the franchise.

In order to protect our reputation and goodwill and to maintain high standards of operation under the System, you must operate the Franchised Business in accordance with the standards, methods, policies, and procedures in our Operations Manual. Upon your completion of our Initial Franchisee Training program to our satisfaction, and as long as you are in compliance with the terms of your Franchise Agreement, we will loan you one copy of the Operations Manual. Currently, we make the Operations Manual available to you through the SUPPORTING STRATEGIES® password protected Intranet, but that method may change as technology evolves.

You must treat the Operations Manual, and any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained in the Operations Manual, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, in whole or in part, or otherwise make them available to any unauthorized person. The Operations Manual is and will remain our sole property and must be kept secure.

The Operations Manual includes methods, formats, specifications, standards, systems, procedures, sales and marketing techniques used, and knowledge of and experience in developing and operating SUPPORTING STRATEGIES® Businesses; marketing and advertising programs for SUPPORTING STRATEGIES® Businesses; knowledge of specifications for and suppliers of certain equipment, products and services; and knowledge of the operating results and financial performance of SUPPORTING STRATEGIES® Businesses other than your SUPPORTING STRATEGIES® Business.

We may revise the contents of the Operations Manual, and you must comply with each new or changed standard. In the event of any disputes as to the contents of the Operations Manual, the terms of the master copy maintained by us will be controlling. The Operations Manual was most recently updated in February, 2021.

You must not, during the term of the Franchise Agreement or after its term, communicate, divulge, or use for the benefit of any other person, partnership, association, or business entity any confidential information, knowledge, or know how concerning the methods of operation of the business franchised under the Franchise Agreement, including the Operations Manual, and other proprietary information which may be communicated to you or of which you may be apprised by virtue of your operation under the terms of the Franchise Agreement.

Except to the extent prohibited by the laws of the state where the Franchised Business is located, or where the employee lives or works, we require your Managing Directors, if not you, Financial Operations Managers, Financial Operations Associates and other employees which you authorize to

contact us on your behalf, or who will have access to confidential information to sign our then-current form of Non-Disclosure, Non-Solicitation and Non-Competition Agreement subject to such modifications as may be necessary or appropriate to comply with applicable state law or other form which you submit to us and we approve. We must receive a copy of this signed written Agreement within 48 hours of hire. You must immediately inform us of any changes in the management or operation of your Franchise. Our current form is attached as Exhibit F to the Disclosure Document.

You must maintain a current computer listing of the names, addresses and all known contact information of all current sales leads and clients of the Franchised Business, in the manner we designate. The definition of a current client is any client that you have provided services for within the last 2 years. All sales leads and lead development lists, client listings and any copies are our sole property and may only be used for the normal conduct of the Franchised Business during the term of the Franchise Agreement. You must update the client listing and supply a copy of the listing to us at any time upon our request. You must transfer them to us on the expiration, termination, repurchase or transfer of your franchise, at your expense. If we request, you must sign any authorization that grants us the right to acquire all client leads and client lists upon expiration, termination, repurchase or transfer of your franchise.

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

You must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert your best efforts to promote, enhance and encourage patronage of all the SUPPORTING STRATEGIES® businesses and not engage in any other business or activity that conflicts with your obligations to operate the SUPPORTING STRATEGIES® Franchised Business in compliance with the Franchise Agreement.

During the term of your Franchise Agreement, you (or, if you are a corporation, partnership or limited liability company, at least one of your owners), or a Managing Director designated by you, must devote exclusive, full time and best efforts to the management and operation of the Franchised Business. This individual must take an active role in the operation of the Franchised Business during peak hours of operation. You and each Managing Director hired must participate in and successfully complete our Initial Franchisee Training program described in Item 11.

If you as the Franchisee are a corporation, limited liability company, or other business entity, you must be newly formed and each of your owners must personally guaranty the Franchisee's obligations to us except that passive investors who own less than 20% of the Franchisee will not be required to sign the Guaranty Agreement. (see Guaranty, Addendum C to the Franchise Agreement). If you are owned by a trust, or if your owners are owned by one or more trusts, the trusts and the beneficiaries of the trusts must sign the Guaranty.

We require you to complete a Principal Owners' Statement, attached as Addendum D to the Franchise Agreement. The Principal Owners' Statement describes all of your owners and their interests in you. Under the Owners' Statement, we require you to identify one owner/person who has full authority to enter into agreements with us on your behalf and with whom we may direct our efforts to communicate.

We do not require a spouse or domestic partner of the owner to sign the Franchise Agreement nor provide a personal guaranty; however, we do require that spouses or domestic partners of owners sign a Spousal Non-Disclosure and Non-Competition Agreement; our current form is attached as Exhibit G to this Disclosure Document, subject to such modifications as may be necessary or appropriate to comply with applicable state law.

We have the right to approve your Managing Director (if not an owner) based on our review of their relevant experience and qualifications as we specify in our Operations Manual. We reserve the right to disapprove a Managing Director at any time if we reasonably believe that our criterion is not being met. The Managing Director is required to participate in and complete training to our satisfaction within 30 days of hire and prior to managing the Franchised Business. We do not charge a training fee for a Managing Director to undertake the Online and Webinar training sessions. The Managing Director is not required to have an equity interest in the Franchise.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must (1) sell or offer for sale only those services and products as we have expressly approved for sale in writing; (2) sell or offer for sale all types of services and products we specify; (3) refrain from any deviation from our standards and specifications without our prior written consent; and (4) discontinue selling and offering for sale any services and products which we may, in our discretion, disapprove in writing at any time. All services and products sold or offered for sale at the Franchised Business must meet our then-current standards and specifications, as established in the Operations Manual or otherwise in writing.

You must obtain permission from us to offer any services and products that we have not approved.

We have the right to add services and products, or to delete existing ones. There are no limits on our right to do so except that we cannot make any changes that will unreasonably increase your obligations, or place an excessive economic burden on your operation. You will be notified of changes in approved services and products through our Operations Manual or otherwise in writing.

We do not establish minimum or maximum prices for the products, merchandise, and services you offer and sell; however we do establish the sales, pricing and billing protocols for the products, merchandise, and services you offer and sell. You must strictly adhere to the protocols we establish. We retain the right to modify the protocols from time-to-time in our reasonable discretion.

Except for the limitations on advertising and marketing outside of your designated territory, you have no restrictions on who your clients are or where they come from.

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.

FRANCHISE AGREEMENT

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	Section 4	Term is 10 years.
b. Renewal or extension of the term	Section 5	If you are in good standing, you can renew for 1 additional 5 year term.
c. Requirements for franchisee to renew or extend	Section 5	Give timely notice, not in default, have not received 3 or more default notices in prior term, sign new franchise agreement which may have materially different terms and conditions, including royalty, sign release, refresher training if required by us, renewal fee equal to 10% of the then-current franchise fee.
d. Termination by franchisee	Section 31	You may terminate if we haven't cured breach within 30 days after notice (subject to local state law).
e. Termination by franchisor without cause	Not Applicable	Not Applicable
f. Termination by franchisor with cause	Section 31	Failure to cure material breach within 30 days (subject to local state law).
g. "Cause" defined-curable defaults	Section 31	Having interest in a competitor, failure to make

Provision	Section in franchise or other agreement	Summary
		payments, failure to maintain Franchised Business according to standards, failure to follow Operations Manual, failure to get permission when required, default in other terms and covenants not separately identified.
h. "Cause" defined-non-curable defaults	Section 31	Cessation of business for 3 consecutive business days, misuse of trademark or licensed rights, repeated defaults even if cured, abandonment, deliberate understating of sales, bankruptcy, creditors attach or foreclose business property, conviction or "no contest" plea to a felony, false statements on franchise application, unauthorized transfer, failure to maintain independent contractor status with us.
i. Franchisee's obligations on termination/non-renewal	Section 34	Payment of all amounts due, complete de-identification, cease using Marks and proprietary information, return of all Proprietary Property including but not limited to copies of the Operations Manual and loaned Technology, assignment of telephone numbers (See also Item "r" below).
j. Assignment of contract by franchisor	Section 27	We may assign to anyone we believe is able to carry out terms of contract and change our ownership or form without restriction.
k. "Transfer" by franchisee -	Section 27	Includes transfer of contract or

Provision	Section in franchise or other agreement	Summary
defined		assets or ownership change.
l. Franchisor approval of transfer by franchisee	Section 27	We must approve all transfers, but will not unreasonably withhold approval.
m. Conditions for franchisor approval of transfer	Section 27	You must not be in default at time of transfer, you must sign a release, the proposed transferee must meet new franchisee qualifications, sign the then-current franchise agreement and complete training, transfer fee paid.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 30	We have 30 days to match bona fide offers for your business.
o. Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
p. Death or disability of franchisee	Section 28	May transfer franchise to spouse, heirs or relatives if they are qualified. Otherwise, your estate has 6 months to transfer to a qualified buyer.
q. Non-competition covenants during the term of the franchise	Section 24	No involvement with competing business is allowed anywhere in the United States (subject to state law).
r. Non-competition covenants after the franchise is terminated or expires	Section 24	2 year restriction on competing business. Permanent restriction on using licensed rights (subject to state law).
s. Modification of the Agreement	Section 48	No modification generally unless agreed to in writing by both parties, but we may modify the System.
t. Integration/merger clause	Section 48	Only the terms of the Franchise Agreement and

Provision	Section in franchise or other agreement	Summary
		other related written agreements are binding (subject to applicable state law). Any representations or promises made outside of the Disclosure Document and Franchise Agreement many not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 36	The parties must first submit the dispute to non-binding mediation (except for injunctive relief). Most disputes and claims related to the Franchise Agreement will be settled by arbitration under the rules of the American Arbitration Association (subject to state law).
v. Choice of forum	Section 47	Arbitration must be in the county nearest our home office at the time (subject to state law).
w. Choice of law	Section 47	Federal Arbitration Act and Massachusetts law applies (subject to state law).

Item 18
PUBLIC FIGURES

We do not use any public figures to promote our franchises.

Item 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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 the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet that 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.

Supporting Strategies Partners, LLC does not make any financial performance representation. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Leslie Jorgensen, Supporting Strategies Partners, LLC, 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915, (888) 631-8922, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023

Column 1 **Outlet Type**	Column 2 **Year**	Column 3 **Outlets at the Start of the Year**	Column 4 **Outlets at the End of the Year**	Column 5 **Net Change**
Franchised	2021	100	103	+3
	2022	103	98	-5
	2023	98	84	-14
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	10	+10
Total Outlets	2021	100	103	+3
	2022	103	97	-6
	2023	98	91	-7

Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2021 to 2023

Column 1 **State**	Column 2 **Year**	Column 3 **Number of Transfers**
PA	2021	1
	2022	0
	2023	0
WI	2021	0
	2022	1
	2023	0
TOTALS	2021	1
	2022	1
	2023	0

Table No. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2021 TO 2023

Col. 1 **State**	Col. 2 **Year**	Col. 3 **Outlets at Start of Year**	Col. 4 **Outlets Opened**	Col. 5 **Terminations**	Col. 6 **Non-Renewals**	Col. 7 **Reacquired By Franchisor**	Col. 8 **Ceased Operations – Other Reasons**	Col. 9 **Outlets at the End of the Year**
AZ	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
CA	2021	15	0	0	0	0	0	15
	2022	15	0	10	0	0	0	5
	2023	5	0	0	0	1	0	4
CT	2021	2	0	0	0	0	0	2
	2022	2	4	0	0	0	0	6
	2023	6	0	0	0	5	0	1
CO	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3

Col. 1 **State**	Col. 2 **Year**	Col. 3 **Outlets at Start of Year**	Col. 4 **Outlets Opened**	Col. 5 **Terminations**	Col. 6 **Non-Renewals**	Col. 7 **Reacquired By Franchisor**	Col. 8 **Ceased Operations – Other Reasons**	Col. 9 **Outlets at the End of the Year**
	2023	3	0	0	0	0	0	3
DE	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	1	0	0
FL	2021	7	0	0	0	0	0	7
	2022	7	1	1	0	0	0	7
	2023	7	0	0	0	0	0	7
GA	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
HI	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
ID	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
IL	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
LA	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	1	0	0	0	0
KS	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MA	2021	10	0	0	0	0	0	10
	2022	10	0	2	0	0	0	8
	2023	8	0	0	0	1	0	7
MD	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

Col. 1 **State**	Col. 2 **Year**	Col. 3 **Outlets at Start of Year**	Col. 4 **Outlets Opened**	Col. 5 **Terminations**	Col. 6 **Non-Renewals**	Col. 7 **Reacquired By Franchisor**	Col. 8 **Ceased Operations – Other Reasons**	Col. 9 **Outlets at the End of the Year**
ME	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
MI	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	1	0	0	0	2
MN	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
MO	2021	1	0	0	0	0	0	1
	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
NC	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
NV	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
NJ	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
NH	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
NY	2021	8	0	0	0	0	0	8
	2022	8	0	1	0	0	0	7
	2023	7	0	0	0	0	0	7
OH	2021	4	0	0	0	0	0	4
	2022	4	1	1	0	0	0	4
	2023	4	0	1	0	0	0	3
OK	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1

Col. 1 **State**	Col. 2 **Year**	Col. 3 **Outlets at Start of Year**	Col. 4 **Outlets Opened**	Col. 5 **Terminations**	Col. 6 **Non-Renewals**	Col. 7 **Reacquired By Franchisor**	Col. 8 **Ceased Operations – Other Reasons**	Col. 9 **Outlets at the End of the Year**
	2023	1	0	0	0	0	0	1
OR	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
PA	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	1	0	3
RI	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
SC	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	1	0	0	0	1
TN	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
TX	2021	6	0	1	0	0	0	5
	2022	5	2	0	0	0	0	7
	2023	7	0	0	0	0	0	7
VA	2021	3	0	0	0	0	0	3
	2022	3	1	0	0	0	0	4
	2023	4	0	0	0	0	0	4
WA	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
WI	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	1	0	0
Totals	2021	100	4	1	0	0	0	103
	2022	103	11	16	0	0	0	98
	2023	98	0	4	0	10	0	84

Table No. 4

STATUS OF COMPANY-OWNED OUTLETS**
FOR YEARS 2021 TO 2023

Col. 1 **State**	Col. 2 **Year**	Col. 3 **Outlets at Start of the Year**	Col. 4 **Outlets Opened**	Col. 5 **Outlets Reacquired From Franchisees**	Col. 6 **Outlets Closed**	Col. 7 **Outlets Sold to Franchisees**	Col. 8 **Outlets at End of the Year**
CA	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
CT	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	5	0	0	0	5
DE	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
MA	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
PA	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
WI	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	1	0	0	0	1
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	10	0	0	0	10

Table No. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2023

Col. 1 **STATE**	Col. 2 **FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPEN**	Col. 3 **PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR**	Col. 4 **PROJECTED NEW COMPANY-OWNED OUTLETS IN THE NEXT FISCAL YEAR**
All	0	0	0
TOTALS	0	0	0

The name, addresses and telephone numbers of our current franchisees, as of the date of this Disclosure Document are listed in Exhibit D to this Disclosure Document. This list includes any franchisees who signed a franchise agreement prior to the date of this Disclosure Document but had not opened their SUPPORTING STRATEGIES® Business as of that date.

Listed in Exhibit D is the name, city and state, and current business telephone number, or if unknown the last known home telephone number, of the franchises that were transferred, terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business with us during the most recently completed fiscal year or has not communicated with us within 10 weeks preceding the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

*From January 1, 2024 through September 30, 2024 thirteen franchises have been mutually terminated. See Exhibit D for list of franchisees.

In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you. During the last three fiscal years, franchisees have signed an agreement which contains a confidentiality clause that restrict them from discussing with you their experience as a franchisee in our franchise system.

We have not created, sponsored or endorsed any trademark-specific franchisee organization.

The following independent franchisee organization has asked to be included in this disclosure document:

I.S.S.A.F., Inc.
30 Federal Street, 6th Floor, Boston, MA 02110
Phone: (617) 970-0063
Email: issafincorp@gmail.com

Item 21
FINANCIAL STATEMENTS

Our financial statements for the periods ending December 31, 2023, December 31, 2022, and December 31, 2021 are attached as Exhibit E. Our fiscal year ends December 31.

Also attached are our unaudited financial statements for the interim period ending July 31, 2024.

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED AN OPINION WITH REGARD TO THE CONTENT OR FORM

Item 22
CONTRACTS

SUPPORTING STRATEGIES® Franchise Agreement (with exhibits and addenda) is attached as Exhibit B.
Our form Non-Disclosure, Non-Solicitation and Non-Competition Agreement is attached as Exhibit F.
Our form Spousal Non-Disclosure and Non-Competition Agreement is attached as Exhibit G
Our form Franchise Compliance Questionnaire is attached as Exhibit H.
Our form Release of Claims Agreement is attached as Exhibit K.

Item 23
RECEIPTS

A receipt in duplicate acknowledging our delivery of this Disclosure Document to you is attached as Exhibit L at the end of this Disclosure Document. You should sign both copies of the receipt. Keep one copy for your records and return the other signed copy to us at 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

AGENT FOR SERVICE OF PROCESS
AND
STATE FRANCHISE ADMINISTRATORS

Our registered agent in the State of Delaware:
Corporation Service Company
2711 Centerville Road, Suite 400, Wilmington, Delaware 19808

Our registered agent in the Commonwealth of Massachusetts:
Leslie Jorgensen
Supporting Strategies Partners, LLC
100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915

STATE	AGENCY	PROCESS, IF DIFFERENT
California Toll-free (866) 275-2677 Email: Ask.DFPI@dfpi.ca.gov www.dfpi.ca.gov	Department of Financial Protection and Innovation Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento 2101 Arena Blvd. Sacramento, CA 95834 San Diego 1455 Frazee Road, Suite 315 San Diego, CA 92108 San Francisco 1 Sansome Street, Suite 600 San Francisco, CA 94104	Commissioner of Financial Protection and Innovation Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento 2101 Arena Blvd. Sacramento, CA 95834 San Diego 1455 Frazee Road, Suite 315 San Diego, CA 92108 San Francisco 1 Sansome Street, Suite 600 San Francisco, CA 94104
Hawaii	Securities Examiner 335 Merchant Street, Room 203 Honolulu, HI 96813	Commissioner of Securities 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204	Administrative Office of the Secretary of State 201 State House Indianapolis, IN 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2021
Michigan	Consumer Protection Division Antitrust and Franchise Franchised Business Michigan Dept of Attorney General 670 G. Mennen Williams Building 525 West Ottawa Lansing, MI 48933	
Minnesota	Minnesota Department of Commerce 85 7th Place East, Suite 280	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280

STATE	AGENCY	PROCESS, IF DIFFERENT
	St. Paul, MN 55101-2198	St. Paul, MN 55101-2198
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001
North Dakota	Office of Securities Commissioner Fourteenth Floor 600 East Boulevard Bismarck, ND 58505	
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310	
Rhode Island	Division of Securities Department of Business Regulations Bldg. 69, 1st Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920	
South Dakota	Department of Labor and Regulation Division of Securities 124 S Euclid, Suite 104 Pierre, SD 57501	
Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219	Clerk of the State Corporation Commission 1300 East Main Street , 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd. SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Securities and Franchise Registration Division of Securities 4th Floor 345 W. Washington Ave Madison, WI 53703	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

FRANCHISE AGREEMENT

SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

TABLE OF CONTENTS

	PAGE
1. GRANT OF FRANCHISE	**6**
2. GRANT OF LICENSED RIGHTS	**6**
3. TERRITORY	**7**
4. TERM	**8**
5. RENEWAL	**8**
6. FRANCHISEE'S PAYMENTS	**9**
7. BUSINESS RELATIONSHIP	**12**
8. SERVICES TO BE PERFORMED BY FRANCHISOR	**13**
9. LIMITATIONS ON RIGHTS EXTENDED TO FRANCHISEE	**15**
10. VARIATIONS IN STANDARDS	**18**
11. KEY EMPLOYEES	**19**
12. FRANCHISOR TRAINING PROGRAM	**19**
13. NOTICES AND APPROVAL OF OPENING	**21**
14. EQUIPMENT, COMPUTERS AND SIGNS	**21**
15. RELOCATION	**21**
16. OPERATION OF THE FRANCHISED BUSINESS	**22**
17. PROPRIETARY INFORMATION	**24**
18. MARKS	**26**
19. MODIFICATION OF THE SYSTEM	**27**
20. ADVERTISING AND PROMOTIONS	**27**
21. FINANCIAL INFORMATION, AUDITS	**29**
22. INDEMNIFICATION; INSURANCE; SURETY BOND	**30**

23. BUSINESS ORGANIZATION AND PERSONAL GUARANTY(S) 32

24. COVENANTS OF NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETITION 33

25. CONFIDENTIALITY 36

26. NON-DISCLOSURE AND NON-COMPETITION AGREEMENTS 37

27. ASSIGNMENT; CONDITIONS AND LIMITATIONS 37

28. DEATH, DISABILITY OR PERMANENT INCAPACITY OF FRANCHISEE 40

29. OPERATION OF FRANCHISED BUSINESS IN THE EVENT OF ABSENCE, INCAPACITY OR DEATH 40

30. FRANCHISOR RIGHT OF FIRST REFUSAL 41

31. TERMINATION 42

32. STEP IN RIGHTS 46

33. CROSS-DEFAULT 46

34. OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION 46

35. NOTICES 48

36. ARBITRATION 48

37. REMEDIES 50

38. REMEDIES CUMULATIVE 51

39. LIMITATIONS OF CLAIMS 51

40. INJUNCTIVE RELIEF 52

41. DAMAGES AND WAIVER OF JURY TRIAL 52

42. AMOUNTS OWED FRANCHISOR; COSTS AND ATTORNEYS' FEES 53

43. NO RIGHT TO SET OFF 53

44. WAIVER 53

45. CONSENTS 53

46. JOINT AND SEVERAL OBLIGATION 53

47. GOVERNING LAW; CONSENT TO VENUE AND JURISDICTION **54**

48. ENTIRE AGREEMENT; MODIFICATION **54**

49. SEVERABILITY **54**

50. CONSTRUCTION **55**

51. HEADINGS **55**

52. GENDER **55**

53. COUNTERPARTS **55**

54. SPECIAL REPRESENTATIONS **55**

55. EFFECTIVE DATE **56**

LIST OF ADDENDA

A Franchisee's Designated Territory
B Notice of Key Employees
C Guaranty Agreement
D Principal Owner's Statement

OTHER FORMS

Transfer of Service Agreement

SUPPORTING STRATEGIES PARTNERS, LLC

FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made at Beverly, Massachusetts, this _____ day of _____, 20___, by and between SUPPORTING STRATEGIES PARTNERS, LLC, (hereinafter referred to as "We," "Us," "Our" or "Franchisor"), a Delaware limited liability company with its principal place of business at 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915 and _____, a _____ with its principal address at _____, (hereinafter referred to as "You," "Your," or "Franchisee") and, if the Franchisee is a partnership, corporation, trust, or limited liability company, including each of its partners, shareholders, trustees, or members.

RECITALS

1. Franchisor is engaged in the development and management of businesses which provide outsourced bookkeeping and controller services for small businesses under the trade name and/or trademark "SUPPORTING STRATEGIES®" and is currently marketing and selling franchises under that name and/or mark;

2. Through the expenditure of time, effort and money, Franchisor has acquired unique experience, special skills, techniques and knowledge, and created and developed a unique business system for outsourced bookkeeping and controller services for small businesses ("Franchisor's System" or "System"), which System includes standards, specifications, methods, procedures, techniques, management directives, identification schemes, and proprietary marks and information in connection with the operation of the SUPPORTING STRATEGIES® business, ("System Standards" or "Standards") which System Standards may be further developed by Franchisor;

3. Franchisor's System is used in connection with the name SUPPORTING STRATEGIES®, SUPPORTING STRATEGIES® design trademark, other trademarks, service marks, trade names and trade symbols, trade dress, signs, slogans, logos, designs, emblems, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless Web addresses and the like ("e-marks) and copyrights (hereinafter referred to collectively as "Marks"), as Franchisor has adopted and designated, or may subsequent to the date of this Franchise Agreement acquire and/or develop and designate for use by Franchisee in connection with Franchisor's System ("Licensed Rights");

4. Franchisor is the owner of the Licensed Rights, together with all the goodwill connected to and/or with such rights;

5. All of the enumerated Licensed Rights are recognized by the public as distinctive and valuable, and Franchisee recognizes the potential benefits to be derived from being associated with and licensed by Franchisor and from utilizing Franchisor's Licensed

Rights as Franchisor makes available to its franchisees through and under franchise agreements;

6. By establishing and maintaining uniformity and high standards of quality and service, Franchisor has developed an excellent reputation and significant goodwill with the public with respect to the products and services available through SUPPORTING STRATEGIES® businesses, which will continue to be a major benefit to Franchisor and those associated with Franchisor;

7. Franchisee desires to establish and operate a SUPPORTING STRATEGIES® franchised business in the territory described, and upon the terms and conditions set forth in, this Franchise Agreement;

8. The terms and conditions of this Agreement are reasonably necessary to maintain Franchisor's uniform System Standards of quality and service and to protect the goodwill of Franchisor's Licensed Rights; and,

9. The territory described in Addendum A to this Agreement is being made available by Franchisor as a territory for a SUPPORTING STRATEGIES® franchised business ("Territory" or "Designated Territory").

In consideration of the respective representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows:

The Recitals are incorporated herein by reference.

1. GRANT OF FRANCHISE

On the terms and conditions of this Agreement, We hereby grant to You the right to establish and operate a SUPPORTING STRATEGIES® franchise (the "Franchise" or "Franchised Business") and to use the Licensed Rights associated with the Franchised Business and developed by Us. The Franchise is granted for the area set out in the attached Addendum A to this Agreement, entitled Franchisee's Designated Territory.

The Franchised Business described in this Section will service an area more particularly described in Section 3 of this Agreement.

2. GRANT OF LICENSED RIGHTS

(a) Subject to the terms and conditions of this Agreement, We grant to You the right to use Our Licensed Rights in the establishment and operation of the Franchised Business. You acknowledge Our sole and exclusive right (except for certain rights granted under existing and future license agreements) to use SUPPORTING STRATEGIES® Marks in connection with the products and services to which they are or may be applied by Us, and represent, warrant and agree

that neither during the term of this Agreement nor after its expiration or other termination shall You directly or indirectly contest, or aid in contesting, the validity or ownership of Our Licensed Rights, or take any action whatsoever in derogation of the rights claimed by Us in this Agreement.

(b) Nothing contained in this Agreement shall be construed to vest in You any right, title or interest in or to the Licensed Rights, the goodwill now or hereafter associated with such rights, other than the rights and license expressly granted to You in this Agreement. Any and all goodwill associated with or identified by the Licensed Rights shall inure directly and exclusively to Our benefit and is Our property.

(c) No advertising or other use of SUPPORTING STRATEGIES® Marks by You shall contain any statement or material which, in Our sole judgment, We consider to be in bad taste or inconsistent with SUPPORTING STRATEGIES'® public image, or tend to bring disparagement, ridicule or scorn upon Us or the SUPPORTING STRATEGIES® Marks, or diminish Our associated goodwill. You shall not make any use of SUPPORTING STRATEGIES® Marks or any advertising material that We have disapproved for any of the reasons set forth in this Section.

(d) You shall adopt and use SUPPORTING STRATEGIES® Licensed Rights only in the manner expressly approved by Us.

3. TERRITORY

(a) You shall have the right to operate a SUPPORTING STRATEGIES® Franchised Business, and to use Our Licensed Rights in a Territory that contains a business population of at least twenty thousand (20,000) but no more than twenty five thousand (25,000) small businesses (defined as businesses with one (1) to one hundred (100) employees). If the territory is available, You may purchase supplemental small businesses as particularly described in Section 6(a) of this Agreement. The businesses in Your Territory will be determined by a review of a combination of records of business establishments, employment, occupation and retail sales which track business population counts in Your Designated Territory. Your Designated Territory name is subject to Our approval and will become the basis of Your Franchised Business' Territorial Name. We will not grant to others (nor reserve unto ourselves except as specified in this Agreement) the right to operate a SUPPORTING STRATEGIES® business within Your Designated Territory.

(b) We reserve the right to use and franchise within Your Designated Territory any other trade names and trademarks that We might develop and not designate as Licensed Rights in the future, for use with similar or different franchise systems. You are granted no automatic rights to acquire additional franchises within Your Designated Territory, or within any contiguous territories.

(c) Notwithstanding the provisions of the above Subsection 3(a), We specifically reserve the right to develop, grant, license or use additional distribution methods for the sale of Our trademarked merchandise, including wholesalers and retailers, within Your Designated Territory.

(d) As long as You are in compliance with all terms and conditions of this Agreement, We may not otherwise alter Your Designated Territory, as it is defined in this Agreement, and as it is

more specifically identified in Addendum A to this Agreement.

(e) You agree that You will not actively advertise or market for clients outside of Your Designated Territory without Our prior written approval. We do not restrict You from passively attracting clients from outside your Designated Territory and likewise we do not restrict other franchisees from passively attracting clients outside their designated territory which may include Your Territory. In addition, with Our prior written permission, You may attend national, regional or extra-territorial tradeshows, meetings and events anywhere, including territories owned by other franchisees, however You cannot actively use telemarketing, direct marketing or other channels of distribution to advertise outside of Your Designated Territory or make sales unless specifically authorized in the Operations Manual or in written communication from Us. Except for the limitations on advertising and marketing outside of your Designated Territory, You have no restrictions on whom your clients are or where they come from. You may accept business from outside of your Territory without permission or special payment.

4. TERM

The term of this Agreement shall commence on the date first set forth above and shall continue for a term expiring upon the date ten (10) years following, unless earlier terminated pursuant to the terms of Section 31 of this Agreement.

5. RENEWAL

You may renew the franchise to own and operate the Franchised Business and the right to use the Licensed Rights for one (1) additional successive five (5) year term; provided that, prior to the expiration of the applicable initial or renewal term:

(a) You provide Us written notice of Your election to exercise the renewal option not less than six (6) months, nor more than twelve (12) months, prior to the end of the then-current term;

(b) When such notice is given, and thereafter up to and including the date of renewal, You are not in default of any provision of this Agreement, or any other agreement between You and Us or any of Our subsidiaries or affiliates, including any other franchise agreement, and have substantially complied with the terms and conditions of all such agreements during the term of this Agreement;

(c) You have not received three (3) or more notices of default from Us during the then-current term of this Agreement;

(d) All monetary obligations owed by You to Us and any of Our subsidiaries and affiliates have been satisfied and paid when due throughout the initial and all prior renewal terms of this Agreement;

(e) You execute Our then-current standard form of franchise agreement (with appropriate modifications to reflect that such agreement relates to the grant of a renewal franchise) being

executed by franchisees for new SUPPORTING STRATEGIES® franchised businesses, which agreement shall supersede in all respects this Agreement and which may contain terms and conditions substantially different from those set forth in this Agreement, including, without limitation, a different royalty fee, different advertising expenditure requirements, but in no event will your Designated Territory be reduced;

(f) You, except to the extent prohibited by state law, execute a general release, in a form prescribed by Us, of any and all claims You may have against Us and Our subsidiaries and affiliates, and their respective officers, directors, shareholders, members, agents and employees;

(g) You, or a representative approved by Us or any other person who has an interest in You (if You are a group of individuals or a corporation, partnership, limited liability company, unincorporated association or similar entity) attend and satisfactorily complete such retraining or refresher training programs as We in Our sole discretion may require; and,

(h) You perform such replacements and upgrading as We may require to cause the Franchised Business' equipment and computer system to conform to the specifications being used for new SUPPORTING STRATEGIES® franchised businesses on the renewal date; and, You pay to Us a Renewal Fee equal to ten percent (10%) of the Initial Franchise Fee then being paid by new franchisees.

(i) If You continue to operate after the end of the Term or any Renewal Term without exercising an option to renew and signing Our then-current franchise agreement, You shall be deemed to be operating on a month-to- month basis under the terms and conditions of Our then-current form of franchise agreement. In such circumstances, and notwithstanding the foregoing, We may, on ten (10) days written notice, terminate Your Franchise Agreement.

6. FRANCHISEE'S PAYMENTS

(a) You shall pay to Us an Initial Franchise Fee of Sixty Thousand Dollars ($60,000.00). If the territory is available, You may purchase supplemental small businesses at a cost of One Thousand Dollars ($1,000.00) for each additional one thousand (1,000) small businesses and that cost will be added to the Initial Franchise Fee. In consideration of the execution of this Agreement, you agree to pay us a non-recurring "Initial Franchise Fee" in the amount of _____($_____) upon execution of this Agreement. Such Initial Franchise Fee shall be due and payable in full upon the execution of this Agreement. You understand and acknowledge that the Initial Franchise Fee is non-refundable and is fully earned by Us at the time the parties execute this Agreement.

(b) Commencing on the Effective Date of this Agreement, You shall also pay to Us a royalty fee of ten percent (10%) of the Gross Sales (as defined in Section 6(f) below) of the Franchised Business for the first (1st) year ("Royalty Fee"). You shall also pay to Us a Royalty Fee equal to the greater of (i) ten percent (10%) of the Gross Sales of the Franchised Business or (ii) the minimum royalty fee of Twelve Thousand Dollars ($12,000.00) for year two (2); Twenty Four Thousand Dollars ($24,000.00) for year three (3); Thirty Six Thousand Dollars ($36,000.00) for

year four (4); and Forty Eight Thousand Dollars ($48,000.00) for year five (5) and each year thereafter for the remaining term of this Agreement and each renewal term thereof . Royalty Fees shall be payable from the Effective Date of this Agreement and are due to Us monthly on or before the day of the month We designate in the Confidential Operations Manual ("Operations Manual") for the prior month's Gross Sales. We may change the frequency of payment and reporting, and if We do so, the minimum Royalty Fee will be adjusted accordingly.

(c) As of the date of this Agreement, We do not charge an Advertising Fund Fee. We do, however, reserve the right to institute such a fee, in an amount up or equal to two percent (2%) of the Franchised Business' Gross Sales (as defined in Section 6(f) below) ("Advertising Fund Fee"), in order to develop and maintain a local, regional or national advertising program. Should We, in Our sole discretion, decide to institute an Advertising Fund Fee, We shall have the right to do so upon ninety (90) days advance written notice of Our intent to invoke Our rights under this Subsection. Advertising Fund Fees shall be payable from the date the Advertising Fund is instituted and are due to Us monthly on or before the day of the month We designate in the Operations Manual for the prior month's Gross Sales. If We establish an Advertising Fund, We will deliver a statement of receipts and expenditures of the Advertising Fund on an annual basis to You.

(d) You shall pay to Us a monthly Virtual Key Lease Fee ("Virtual Key Lease Fee") in an amount equal to Two Hundred Dollars ($200.00) per user, for You and each of Your employees for use of the Virtual Key, as more particularly outlined in Section 8 of this Agreement, during the term of your Franchise Agreement. Upon issue of each Virtual Key, We provide to You and each of Your employees, the Virtual Key Lease Fee shall be due and payable on or before the first day of each month thereafter or otherwise as We may designate in the Operations Manual. In the alternative, You have the option to choose a Cloud based technology whereby You shall pay to Us a monthly Virtual Cloud Fee ("Virtual Cloud Fee") in an amount equal to One Hundred Dollars ($100.00) per user, for You and each of Your employees for use of the Virtual Cloud, as more particularly outlined in Section 8 of this Agreement, during the term of your Franchise Agreement. Upon issue of each Virtual Cloud, We provide to You and each of Your employees, the Virtual Cloud Fee shall be due and payable on or before the first day of each month thereafter or otherwise as We may designate in the Operations Manual. We reserve the right to adjust this fee based on increased costs from the vendor or other third party.

(e) In addition to any other remedies We may have, if You are late in paying any fees due under this Agreement, interest shall be payable on such fees from the date such payment was due at the rate of one and one half percent (1.5%) each month or the maximum contract rate of interest permitted by governing law, whichever is less. In addition, You shall pay any and all of Our expenses in collecting overdue payments from You, including attorneys' fees and the fees of any collection agencies hired by Us. The foregoing shall be in addition to any other remedy We may possess, as permitted by law. You acknowledge that this Subsection shall not constitute agreement by Us to accept such payments after they are due, or a commitment by Us to extend credit to, or otherwise finance Your operation of the Franchised Business. Any acceptance of an amount which is less than the full amount due shall not be considered a waiver of Our right to (or Your obligation for) the full amount then due, or which may become due in the future.

(f) As used in this Agreement, the term "Gross Sales" shall mean and include the total of all revenue and income to which You are entitled to receive from the provision of services and products to clients of the Franchised Business or any other source, whether or not sold or performed at or from the Franchised Business and whether received in cash, in services in kind, from barter and/or exchange, on credit (whether or not payment is received), or otherwise. You will deduct from the Franchised Business' Gross Sales (but only to the extent they have been included) the amount of all sales tax receipts or similar tax receipts which, by law, are chargeable to clients, if such taxes are separately stated when the client is charged and as long as such taxes are promptly paid to the appropriate taxing authority. You may also deduct from the Franchised Business' Gross Sales the amount of any reimbursable expenses, which We define in Our Operations Manual, documented refunds, charge-backs, credits and allowances You pay in good faith to clients and We have provided Our prior written approval. All barter and/or exchange transactions pursuant to which the Franchised Business furnishes services and/or products in exchange for goods or services to be provided to You or the Franchised Business by a vendor, supplier or client shall, for the purpose of determining Gross Sales, be valued at the full value of the goods and/or services so provided to You or the Franchised Business.

(g) At Our direction, You are required to submit productivity and performance reports, signed by You, in a form to be prescribed by Us. Such reports may reflect the Gross Sales for a specified period or periods, along with any additional information that We may deem necessary. These reports shall be electronically transmitted to Us as We designate. Pursuant to Section 21 of this Agreement, You are also required to provide Us with annual reports of Gross Sales from the Franchised Business' operation within thirty (30) days of the end of Your fiscal or other operating year. We reserve the right to require other additional reports, as are or may be more particularly set forth in Our Operations Manual.

(h) You must reimburse Us for any taxes that We must pay to any state taxing authority on account of either Your operation of the Franchised Business or payments that You make to Us.

(i) Notwithstanding any designation by You, We shall have the sole discretion to apply any payments by You to any past due amount You owe Us for Royalty Fees, Advertising Fund Fees, purchases from Us and/or any of Our subsidiaries or affiliates, interest or any other indebtedness.

(j) You shall not withhold payment of any Royalty Fees, Advertising Fund Fees, or any other amounts of money owed to Us for any reason on grounds of alleged nonperformance by Us of any obligation under this Agreement, and any Royalty Fees, Advertising Fund Fees or any other amounts of money owed to Us that are withheld shall be deemed by Us to be unpaid.

(k) You authorize Us and Our affiliates to initiate debit entries and credit correction entries to Your checking, savings or other accounts for the payment of Royalty Fees, Advertising Fund Fees, and any other amounts due from You under this Agreement or otherwise. You shall comply with Our procedures and instructions in connection with the direct debit process, and shall sign any document or take any action that may be required to effect this authorization. We may require You to pay the Royalty Fees, Advertising Fund Fees and other amounts due under this Agreement

or otherwise by means other than automatic debit whenever We deem it appropriate and You agree to comply with Our payment instructions.

7. BUSINESS RELATIONSHIP

(a) We and You agree and acknowledge that each of us is an independent business entity or person; that our only relationship is as franchisor and franchisee as specified in this Agreement; that this Agreement does not create a fiduciary relationship between the parties. Neither of us is the employer, employee, agent, partner, fiduciary or co-venturer of or with the other, each being independent of the other. Neither party is liable or responsible for the other's debts or obligations; and that neither party shall be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business. We and You agree that neither of us will hold ourselves out to be the agent, employer, partner or co-venturer of the other, and that neither of us has the authority to create or assume in the other's name or on their behalf, any obligation, express or implied, or to act or purport to act as agent or representative for any purpose whatsoever and cannot bind or incur liability on behalf of the other.

(b) You and We agree that any materials, guidance or assistance that We provide with respect to the terms and conditions of employment for Your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Operations Manual or otherwise, are solely for Your optional consideration and use. Those materials, guidance and assistance do not form part of the mandatory System Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to Your employees. You acknowledge that We do not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of Your employees or patrons. You are solely responsible for determining the terms and conditions of employment for all Your employees, for all decisions concerning the hiring, firing and discipline of Your employees, and for all other aspects of labor relations and employment practices.

All employees or agents hired or engaged by or working for You will be only Your employees or agents and will not for any purpose be considered Our employees or agents or the owner of the Marks, nor subject to Our control, and in particular, We will have no authority to exercise control over the hiring or termination of employees, independent contractors, or others who work for You, their compensation, working hours or conditions, or the day-to-day activities of those people, except to the extent necessary to protect the Marks. It is understood that You will have sole responsibility for Your employees and all acts of Your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, taxes and other withholdings, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment.

You must disclose to each of Your employees in writing, in a form approved by Us in advance, that You are the sole employer with total control over the terms and conditions of Your employee's employment and that We are not a "joint employer" of Your employees. You acknowledge that We do not exercise control over or have the authority to control Your employees' 1) Wages,

benefits, and other compensation; (2) Hours of work and scheduling; (3) The assignment of duties to be performed; (4) The supervision of the performance of duties; (5) Work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) The tenure of employment, including hiring and discharge; and (7) Working conditions related to the safety and health. You will file Your own tax, regulatory and payroll reports with respect to Your employees or agents and operations, saving and indemnifying Us of and from any liability of any nature whatsoever by virtue of it.

8. SERVICES TO BE PERFORMED BY FRANCHISOR

We agree to make available to You the following:

(a) General specifications for such equipment, furnishings and operating supplies as are typically identified with SUPPORTING STRATEGIES® franchised businesses and which You are required and/or recommended to purchase and use in the operation of your SUPPORTING STRATEGIES® Franchised Business;

(b) Initial training in Our System, including instruction with respect to SUPPORTING STRATEGIES'® standards, methods, procedures and techniques, for each person identified in this Agreement, at such times and places as We may in Our discretion designate for Our training program. As of the date of this Agreement, the training program is conducted as an Online self-paced and Webinar program;

(c) Provided at least thirty (30) days advance notice is given by You, such assistance as We deem necessary and appropriate in assisting You with the opening of Your Franchised Business, including assistance by Our personnel in the planning and developing of pre-opening and promotional programs for Your SUPPORTING STRATEGIES® business during Your initial period of operation;

(d) Lease to You and each of Your employees Your choice of either a Virtual Key or Virtual Cloud, at Your cost as more particularly outlined in Section 6 of this Agreement, for use during the term of Your Franchise Agreement, as long as You are not in default of this Agreement. The Virtual Key provides each user a laptop computer, make and model of Our choice. If You choose to use the Virtual Cloud, You must use Your own computers. The Virtual Key and Virtual Cloud provide each user with the following: IT support; secure document storage and file sharing; collaboration tools including e-mail which You must use as the Franchised Business' e-mail address, calendaring, instant messaging, screen sharing, and online meetings; WorkPlace® team management software, which handles aspects of the day-to-day components of a SUPPORTING STRATEGIES® Franchised Business;

(e) The use of Our Operations Manual and any other manuals and training aids, as periodically revised, which shall be loaned to You and remain Our property. You acknowledge and agree that Our Operations Manual and other system communications will be in the English language only and may only be available on the Internet or other online or computer communications. The Operations Manual may take the form of one or more of the following: intranet; bulletins; notices;

letters, webinars and/or other electronic media; online postings; e-mail and /or electronic communications; or any other medium capable of conveying the Manual's contents. The Operations Manual shall contain mandatory and suggested specifications, policies, methods, standards, protocols, operating procedures and requirements prescribed from time to time by Us and information relative to other obligations of a franchisee, and to the operation of a Franchised Business. Any required System Standards exist to protect Our interests in Our System and Our Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to You. The Operations Manual also will include guidelines or recommendations in addition to required System Standards. In some instances, the required System Standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided You meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect Our interests in the System and Marks, We reserve the right to determine if You are meeting a required System Standard and whether an alternative is suitable to any recommendations or guidelines. The Operations Manual will remain confidential and the property of Us, constitutes a Trade Secret owned by Us, and may not be loaned to any person, or duplicated or copied in whole or in part in any manner. We have the right to add to and otherwise modify the Operations Manual from time to time, as We deem necessary, provided that no such addition or modification will alter Your fundamental status, rights and obligations under this Agreement. You shall always follow the directives of the Operations Manual, as it may be modified by Us from time to time. You acknowledge that such compliance by You is necessary to protect the integrity and reputation of Our System Standards. Any training films and aids made by Us will be made available to You;

(f) Provide such periodic continuing individual or group advice, consultation and assistance, rendered by personal visit, telephone, electronic transmission, newsletters, brochures, reports or bulletins as We may deem necessary or appropriate. Such advice, consultation and assistance may include such topics as marketing and advertising, management, maximizing sales and profits, client service, employee training, vendor relations, operating problems and such other reasonable subjects as may be of interest to You, or in which You may be experiencing problems;

(g) New products, services, equipment or technologies, as they are located or developed in the marketplace, which may be tested and evaluated by Us, and, if they meet Our System Standards and specifications, are made available to all SUPPORTING STRATEGIES® franchisees, either through an approved supplier or by Us directly;

(h) Maintain the SUPPORTING STRATEGIES® Internet Website for the purpose of enhancing the goodwill and public image of the SUPPORTING STRATEGIES® Franchise System, and to attract prospective clients for the benefit of SUPPORTING STRATEGIES® franchisees. We will host a minimum of one (1) page on the SUPPORTING STRATEGIES® Internet Website with contact and other information specific to Your Franchised Business. We reserve the right to update or make changes or additions to the SUPPORTING STRATEGIES® Internet Website without limitation. Unless otherwise indicated, the Website shall be accessible to third parties via the Internet twenty-four (24) hours a day, seven (7) days a week, except for scheduled maintenance, updates, changes, required repairs, and except for any loss or interruption of the SUPPORTING STRATEGIES® Internet Website due to causes beyond Our control or

which are not reasonably foreseeable by Us, including, but not limited to, interruption or failure of telecommunication or digital transmission links and Internet slow-downs or failures;

(i) Provide employee recruitment services including placement of recruitment advertising, resume screening and initial telephone interviews. You will be solely responsible for all employment decisions and functions of the Franchised Business. No employee of Yours will be deemed to be an employee of Ours for any purpose whatsoever, and nothing in any aspect of the SUPPORTING STRATEGIES® System or the Marks in any way shifts any employee or employment related responsibility from You to Us. You alone are responsible for interviewing, hiring, firing, training, setting hours for and supervising all employees; and,

(j) After We have completed Our pre-opening obligations to You under this Agreement, We may ask that You sign and deliver to Us a confirmation (the "Confirmation of Performance"), in a form We reasonably request, verifying that We have performed those obligations. If We ask You to provide Us with such a certificate, then You agree to sign and deliver the Confirmation of Performance to Us within three (3) business days after Our request. However, if You do not reasonably believe that We have performed all of Our pre-opening obligations, You must, within that same three (3) day period, give Us written notice specifically describing the obligations that We have not performed. Not later than three (3) business days after We complete all the obligations that You specified in that notice, You must sign and deliver the Confirmation of Performance to Us. The term "pre-opening obligations" means the obligations We have provided to You under this Agreement that must be performed before the date when Your Franchised Business starts its operations.

9. LIMITATIONS ON RIGHTS EXTENDED TO FRANCHISEE

You acknowledge and agree that:

(a) You will use the Licensed Rights strictly in accordance with the terms of this Agreement. Any unauthorized use of the Licensed Rights is and shall be deemed an infringement of Our rights and a material breach of this Agreement.

(b) Except as expressly provided by this Agreement, You shall not acquire any right, title or interest to the Licensed Rights. Any and all goodwill associated with the Licensed Rights shall accrue exclusively to Our benefit. Upon the expiration or termination of this Agreement and any renewals, no monetary amount shall be attributable to goodwill associated with Your use of the Licensed Rights.

(c) Except as provided for in Section 3 of this Agreement above, the Franchised Business and Licensed Rights granted under this Agreement are non-exclusive, and We retain the right, in Our sole discretion:

(i) To continue to operate SUPPORTING STRATEGIES® businesses and to use the Licensed Rights in any territory outside of Your Designated Territory, and to license others to do so;

(ii) To develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignias or copyrights not specifically designated by Us as Licensed Rights, for use with similar or different franchise systems in any territory, on such terms and conditions as We may deem advisable, and without granting You any rights; and,

(iii) That we may purchase, merge, acquire, be acquired by or affiliate with an existing competitive or non-competitive franchise or non-franchise network, chain or any other business regardless of the location of that other business' facilities, and that following such activity we may operate, franchise or license those other businesses and/or facilities under any names or marks other than (while this Agreement is in effect) the Marks, regardless of the location of these businesses and/or facilities, which may be within the Designated Territory or immediately proximate to the Designated Territory.

(d) You shall offer for sale all types of products and/or services that We from time to time authorize. You shall not offer for sale, without Our prior written approval, any other products and/or services, or use any commercially leased premises for any purpose other than the operation of the Franchised Business in full compliance with this Agreement, without Our prior written consent.

(e) You shall be required to purchase and sell all products and services bearing SUPPORTING STRATEGIES'® trade name and/or logo which We now carry or see fit to carry or develop in the future. You may not develop or sell other products or services on Your own without Our prior written consent.

(f) In order to allow Us to establish and enforce standards of quality and uniformity for the distribution and sale of Our products and services, and in order to preserve incentive for other entities to become SUPPORTING STRATEGIES® franchisees in the future, You shall not sell SUPPORTING STRATEGIES® products and services other than on a retail basis to the general business community, and not for resale by the purchasers thereof, without Our prior written consent and without executing a separate agreement with Us for the right to conduct such sales, if We request the execution of such an agreement.

(g) We have the right to determine, approve and supervise the quality of services and products sold by You from the Franchised Business, and to take all action We deem necessary to maintain the quality and standards of the services and products, the Franchised Business and Our System. You are required to purchase certain services, equipment and operating supplies, as are more particularly set forth in the Operations Manual, from suppliers whose services, products and materials are approved, and not thereafter disapproved, by Us. If You desire to purchase any services and products from suppliers that We have not previously approved, You or the supplier must submit a written request for such approval to Us. As a condition of Our approval, which shall not be unreasonably withheld, We may require that Our representatives be allowed to inspect the supplier's facilities and/or that a sample of its product be made available to Us or Our designee for testing. Within thirty (30) days of delivery of the test results, if testing is conducted or the written request if testing is not conducted, We will issue a decision in writing. Such decision may

be a determination that additional time is needed to complete the review. Any denial will state the reasons. In the event We do not provide You with a written decision, the request shall be deemed denied.

(h) You shall have an exclusive, full time, fully trained managing director operate the Franchised Business at all times when You are not personally managing and operating the Franchised Business. We must approve anyone You hire as a managing director of the Franchised Business. Our approval will require that the candidate have relevant experience and qualifications as We specify in Our Operations Manual. You shall keep Us informed at all times of the identity of any employee(s) acting as managing director (s) of the Franchised Business. We shall make training available, as is reasonable and necessary, for all managing director s designated by You. We will provide such training through our Online self-paced and Webinar Training Program at no additional cost to You. The managing director is required to attend and complete training to Our satisfaction within thirty (30) days of hire and prior to managing the Franchised Business. You agree that You will at all times faithfully, honestly and diligently perform Your obligations hereunder and that You will not engage in any business or other activities that will conflict with Your obligations hereunder or the SUPPORTING STRATEGIES® Franchise.

(i) You have the sole responsibility for the performance of all obligations arising out of the operation of the Franchised Business pursuant to this Agreement. You shall secure and maintain in force, at Your expense, all required licenses, permits and certificates relating to the full and proper operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including without limitation, zoning, access, signage, all employment laws and government regulations relating to occupational hazards and health, fire, safety, consumer protection, equal opportunity, trade regulation, workers' compensation, unemployment insurance, licenses to do business, sales tax permits, taxes and other withholdings and payment when due of any and all taxes levied or assessed by reason of the operation of the Franchised Business, fictitious name filings and registrations, privacy laws and data protection or security laws as well as Payment Card Industry Data Security Standard (PCI DSS) compliance.

(j) During the term of this Agreement, and any renewals or extensions hereof, You shall hold Yourself out to the public only as an independent contractor operating the Franchised Business pursuant to a franchise agreement with Us. You agree to take such affirmative actions as may be necessary to do so, including without limitation exhibiting a public notice of that fact, the content and display of which We shall have the right to specify from time to time.

(k) It is the express intention of Subsections (i) and (j) of this Section 9 to establish that You are an independent contractor, and as such are solely responsible for the day-to-day affairs, management, operations and financial control of the Franchised Business and for your employees and your treatment of them. It is understood that You will have sole responsibility for Your employees and all acts of Your employees, and all employment-related decisions including establishing wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You must disclose to each of Your employees in writing, in a form approved by Us in advance, that We are

not a "joint employer" of Your employees and acknowledge that We do not control Your personnel policies.

(l) We have the right to utilize an on-line computer monitoring system, and to use the on-line system to remotely examine Your records pertaining to the operation of the Franchised Business. You must subscribe to high-speed Internet access as designated in the Operations Manual.

(m) You shall not establish a website on the Internet using any domain name containing the words SUPPORTING STRATEGIES.com, .net, .biz, .us, .org or any other top level domain or variation. We retain the sole right to control all Internet activity and create websites using any of the foregoing or other domain names. We may require You to utilize e-commerce products or services designated by Us, which We may change from time to time. You acknowledge that We are the owner of all right, title and interest in and to such domain names as We shall designate. We retain the right to control Your use of linking and framing between Your web pages and all other websites. Any digital or electronic content You publish must comply with Our brand communication standards and is subject to Our approval. All digital imagery bearing Our Marks is subject to Our approval. Due to the speed of electronic communication, You must respond to all instructions by Us which are deemed to restrict, designate or control e-commerce activities within twenty-four (24) hours. We also reserve the right to restrict, designate and to approve or control any existing or future (not yet developed) Fan Page or other advertising or social networking services of the Franchised Business, including the sending of bulk e-mail, except as are in accordance with the guidelines in the Operations Manual or otherwise as We may specify in writing.

(n) You have the sole responsibility for operating the Franchised Business in full compliance with all System Standards, as modified from time to time. System Standards mean mandatory specifications, standards, operating procedures, and rules that We periodically prescribe for the development and operation of SUPPORTING STRATEGIES® franchised businesses. All references in this Agreement to System Standards will include any modifications, deletions and/or additions to the System Standards which are authorized by this Agreement or the Operations Manual. Except as otherwise provided in this Agreement, System Standards may regulate any aspect of the operation and maintenance of SUPPORTING STRATEGIES® franchised businesses, provided that all System Standards will apply uniformly to all similarly situated SUPPORTING STRATEGIES® franchised businesses.

10. VARIATIONS IN STANDARDS

Because complete uniformity under varying conditions may be impossible or impractical, We reserve the right to vary the standards of eligibility, including financial terms and conditions, for any franchisee, including You, based upon the peculiarities of a particular territory, including density of population, business potential, population of trade area, existing business practices, or any other conditions which We determine to have, or potentially have, a significant effect on the successful operation of such franchisee's business. Variations from standard specifications and practices granted to other franchisees shall not under any circumstances be cause to require Us to grant to You a like or similar variation hereunder, either now or in the future.

11. KEY EMPLOYEES

A "Key Employee" as used in this Agreement is anyone who is an owner, partner, and/or employee who acts in a management, supervisory, sales or service capacity for or on behalf of the Franchised Business. You shall identify all of Your Key Employees in Addendum B of this Agreement. Each individual listed in Addendum B as a Key Employee no matter when so listed shall participate in specified Training Programs in accordance with the guidelines in the Operations Manual or otherwise as We may specify in writing, and shall thereafter be jointly and severally responsible for operating the Franchised Business in accordance with the standards of Our System Standards and this Agreement. You represent and warrant that each of the individuals designated in Addendum B will at all times abide by the System Standards of Our System, this Agreement, and the Licensed Rights; that You will at all times assume personal responsibility for their continued compliance with those System Standards; and that You will promptly notify Us if any of them shall at any time during the term of this Agreement divest themselves of ownership, partnership, membership or employment, or contractual obligations, as the case may be, with You. You shall amend Addendum B and submit the amended Addendum to Us whenever there is any change in Your list of Key Employees. We reserve the right to require certain individuals to be included in Your list of Key Employees.

We possess certain proprietary Confidential Information consisting of the Marks, the Intellectual Property, Our System Standards, and other methods, techniques, formats, specifications, procedures, information, systems, methods of business management, sales and promotion techniques and knowledge of and experience in the operation and franchising of SUPPORTING STRATEGIES® franchised businesses (the "Confidential Information"). Except to the extent prohibited by the laws of the state where the Franchised Business is located or where the employee lives or works, every Key Employee must sign a Non-Disclosure and Non-Competition Agreement in a form We designate (which may be modified to the extent necessary or appropriate to comply with applicable state law). You must provide a copy of each Key Employee's signed Non-Disclosure, Non-solicitation and Non-Competition Agreement to Us within forty-eight (48) hours of hire, prior to such Key Employee beginning employment, providing services or participating in Our Training Program and prior to Your disclosing Our Confidential Information to such Key Employee.

12. FRANCHISOR TRAINING PROGRAM

(a) The following persons shall satisfy all of the conditions established by Us for admission to, and graduation from, Our current Initial Franchisee Training Program which consists of Online self-paced and Webinar training, and shall attend and satisfactorily complete any additional training programs that may be established by Us in the future:

(i) You, if Franchisee is an individual;

(ii) At Our option, each person who, at any time during the term of this Agreement, is actively involved in the management or operation of Your Franchised Business (including, but not limited to, the chief operating officer or managing member of Franchisee);

(iii) At Our option, Key Employees as defined in Section 11 and each person who, at any time during the term of this Agreement, is actively involved in the management or the operation of the Franchised Business; and,

(iv) At Our option, each person who owns or directly controls an interest in You, if You are owned by a group of individuals or a corporation, limited liability company, partnership, unincorporated association or similar entity.

Any person or persons so designated to attend the Initial Franchisee Training program will be identified in Addendum B to this Agreement, and become subject to the terms and conditions of this Agreement, if appropriate. Each such person shall complete Our Initial Franchisee Training Program to Our satisfaction. Upon the failure of any such person to do so, We reserve the right to extend the training program. Satisfactory completion of all mandatory training sessions is required. Failure to do so shall result in a breach of this Agreement. The Initial Franchisee Training Program currently consists of an estimated thirty (30) hours of online self-paced video training and an additional five (5) to ten (10) hours of one-on-one orientation sessions. Your participation in this Initial Franchisee Training and the initial opening activities will commence immediately after You sign this Agreement and are estimated to be completed by the end of Your third (3^{rd}) full week, prior to the scheduled opening of the Franchised Business.

(b) You acknowledge that successful completion of Initial Franchisee Training Program will require that, among other things, each attendee be able to demonstrate that he/she can read, write, and converse in English.

(c) No fee shall be charged by Us for participation in Initial Franchisee Training Program by Franchisee trainees.

(d) We may from time to time offer additional training programs, workshops, seminars and the like, provided by Us to franchisees and may require that franchisees, or their Key Employees, as appropriate, attend such programs. In the event We require the attendance of You or Your employees, currently said program will be provided at no cost to You, except that You will be responsible for the travel, hotel and all such other costs and expenses of each person who attends the program. We reserve the right to change this policy with or without notice and charge fees for any additional training which is provided by Us.

(e) We require everyone participating in any of Our training programs to execute a Non-Disclosure and Non-Competition Agreement, which may be a modified version of Our form to the extent prohibited by the laws of the state where the Franchised Business is located, or where the employee lives or works, which Agreement is intended to protect Our Confidential Information and proprietary interest in the Licensed Rights.

13. NOTICES AND APPROVAL OF OPENING

(a) You shall give Us at least thirty (30) days prior written notice of the opening of the Franchised Business. If such notice is not given, We shall be relieved of Our obligations under this Agreement to provide assistance in connection with the opening of the Franchised Business and the planning and development of pre-opening promotions and programs.

(b) In order to maintain quality and uniformity and to ensure that the Franchised Business satisfies all of Our standards, We retain the right to perform a final inspection of the Franchised Business prior to opening. If We reasonably determine that the Franchised Business does not conform with Our standards, or You failed to apply for and obtain all licenses required for the operation of the Franchised Business from the appropriate governmental agencies, then We shall have the right to delay opening of the Franchised Business until such time as any deficiencies are corrected and brought into compliance with such standards or requirements. If any such deficiencies are detected, We will provide You with written notice stating the nature of the deficiency, and the corrective actions that You must take. Any evaluation or inspection We conduct is not intended to exercise, and does not constitute, control over Your day-to-day operation of the Business or to assume any responsibility for Your obligations under this Agreement.

14. EQUIPMENT, COMPUTERS AND SIGNS

(a) You shall only install and use such equipment, computer hardware and software, signage and other personal property to operate the Franchised Business as are required under this Agreement, and which strictly conform to Our uniform System Standards.

(b) In the event You install any equipment, computer hardware and software, signage or any other personal property that is not in conformity with Our uniform System Standards, We may, in addition to any other remedies under this Agreement, demand that You close the Franchised Business and take the steps necessary to bring its equipment, computers, signs and other personal property into conformity with Our uniform System Standards. You shall not reopen the Franchised Business without Our prior written approval.

15. RELOCATION

You must operate Your Franchised Business from a location within Your Designated Territory. You shall have the right to operate the Franchised Business as a home based business as long as the location is Your residence or the residence of Your approved Managing Director or other Key Employee approved by Franchisor and the residence is located in your Designated Territory. If You operate the Franchised Business from a residence, You shall have the right to relocate the business office of Franchised Business to another location, provided Your Franchised Business office remains within Your Designated Territory. You shall not have the right to lease or purchase a premises to operate the business office outside of Your Designated Territory. In the event You decide to relocate the business office of the Franchised Business, You shall notify Us of the new location of the business office of the Franchised Business prior to relocation. You shall bear all of the costs of any such relocation.

16. OPERATION OF THE FRANCHISED BUSINESS

You covenant and agree that:

(a) You shall operate the Franchised Business in accordance with Our Operations Manual, a copy of which You acknowledge having received on loan from Us, for the term of this Agreement, and shall not make or allow unauthorized disclosures of the contents of the Operations Manual to any outside parties. You understand and acknowledge that We may revise the content of the Operations Manual, and You expressly agree to comply with each changed requirement within such reasonable time as We may require. Any new or different requirements imposed will not unreasonably increase Your obligations or place an excessive economic burden on Your operations, or otherwise alter Your fundamental status, rights or obligations under this Agreement. You shall at all times ensure that Your copy of the Operations Manual, and any other manuals loaned to You, are kept current and up-to-date and, in the event of any dispute as to their contents, the terms of the master copies maintained by Us shall be controlling. The entire contents of the Operations Manual are and will remain confidential and Our property.

(b) In order to protect the Licensed Rights and associated goodwill, You shall:

(i) Operate under the name SUPPORTING STRATEGIES® in conjunction with Your Designated Territory name and advertise only under the Licensed Rights designated by Us, and will use such rights without prefix or suffix, except where such use may conflict with a prior registration or use, in which event You shall operate and advertise only under such other names as We have previously approved in writing;

(ii) Feature and use the Licensed Rights solely in the manner We prescribe; and,

(iii) Observe such reasonable requirements with respect to the Marks and fictitious name registrations and copyright notices as We may direct in writing.

(c) You shall cause sales of all products, goods and services to be properly recorded at the time of the sale.

(d) You shall comply with all laws, ordinances and regulations affecting the operation of the Franchised Business.

(e) You shall notify Us in writing within three (3) days of receipt of notice of the commencement of, or the threat of, any action, suit or proceeding against You, or of the issuance of or the threat of any inquiry, subpoena, order, writ, injunction, award or decree of any court, agency or other governmental instrumentality which arises out of, concerns, or may affect the operation or financial condition of the Franchised Business, Franchisor, or the goodwill associated with the Licensed Rights including, without limitation, any criminal action or proceedings brought by You against Your employees, clients, or other persons. You agree that You will not commence any action, suit or proceeding that affects Us, or the goodwill associated with the Licensed Rights, without Our prior written approval.

(f) You shall open and operate the Franchised Business and shall maintain the business hours prescribed by Us in the Operations Manual. The Franchised Business is deemed open for business after the Initial Training is completed and once We authorize You to start offering Services to clients regardless of whether You have secured an office space.

(g) You shall pay on a timely basis for all supplies, materials and expenses You incur in the operation of the Franchised Business. You acknowledge that You are solely responsible for all operating, selling, general and administrative expenses of the Franchised Business, and that any failure by You to make prompt payment to Your suppliers, vendors, contractors or employees may cause irreparable harm to the reputation and credit of Franchisor and other franchisees.

(h) In order to preserve the validity and integrity of the Licensed Rights, and to assure that You are properly employing such rights in the operation of the Franchised Business, We or Our agents shall have the right to observe the manner in which You are offering Your products and services and conducting Your operations. We or Our agents shall have the right to confer with Your employees and clients, and to inspect equipment and related merchandise, trademarked product lines, other merchandise, equipment, supplies or inventory for evaluation purposes in order to make certain that the equipment and related merchandise, trademarked product lines, and other equipment, supplies, inventory, services and operations are satisfactory and meet the quality control provisions and performance standards as established by Us from time to time.

(i) We shall conduct, at Our expense, criminal background and certain credential checks of all Your employees before employment and provide to You copies of all resulting background information in the manner specified in the Operations Manual. You shall not employ, or continue to employ, any person:

(i) Convicted of, or who entered a plea of no contest to any felony;

(ii) Who engages in gross misconduct, which results in, or would likely result in material and demonstrable damage to Your Franchised Business, Our business, or that of any other SUPPORTING STRATEGIES® franchised business;

(iii) Against whom has been entered any judgment involving any claim or other crime or offense that is likely to adversely affect Your reputation, Our reputation, or the reputation of Your SUPPORTING STRATEGIES® Franchised Business or any other SUPPORTING STRATEGIES® franchised business; or

(iv) Who does not meet our minimum criteria as provided for in our Operations Manual.

(j) You shall use Your best efforts in operating the Franchised Business and in recommending, promoting and encouraging patronage of all SUPPORTING STRATEGIES® System businesses.

(k) You shall promptly respond to any and all client inquiries or complaints and achieve client satisfaction for reasonable complaints through refund of fees or other accommodation to client's satisfaction as may be appropriate, as well as taking such other steps as may be required by Us to

insure positive client relations and to maintain the goodwill of the SUPPORTING STRATEGIES® System. If We reasonably determine that You have not fairly handled a client complaint, We may intervene in order to resolve the matter to the client's satisfaction. You must reimburse Us for all costs We incur in satisfying Your client.

(l) To protect Our investment and the investment of every franchisee in their franchise, You will not, in any manner, interfere with, disparage, disturb, disrupt, or jeopardize the SUPPORTING STRATEGIES® System, Our Business, Our employees or any business of Our franchisees. You will not, directly or indirectly, in Your own capacity or through or for another person, corporation or other entity, make any statements or comments of a defamatory or disparaging nature to Us, Our team members or to any third party regarding Us or any of Our franchisees; any members, employees, owners, agents or representatives of Ours or any of Our franchisees; or products or services provided by Us or any franchisee.

(m) You acknowledge and agree that exchanging information with Us by e-mail is efficient and desirable for day-to-day communications and that We and You may utilize e-mail for such communications. You authorize the transmission of e-mail by Us and Our employees, vendors, and Affiliates ("Official Senders") to You during the Term and any renewal thereof. You further agree that: (a) Official Senders are authorized to send e-mails to those of Your employees as You may occasionally authorize for the purpose of communicating with Us; (b) You will cause Your officers, directors, and employees to give their consent to Official Senders' transmission of e-mails to them; (c) You will require such persons not to opt out or otherwise ask to no longer receive e-mails from Official Senders during the time that such person works for or is affiliated with You; and (d) You will not opt out or otherwise ask to no longer receive e-mails from Official Senders during the Term and any renewal thereof. The consent given in this Subsection will not apply to the provision of notices by either party under this Agreement pursuant to Section 35 unless the parties otherwise agree in a written document signed by both parties.

~~(n) For each calendar year subsequent to the initial twenty-four (24) months of Your Initial Term and for all renewal terms, You are required to sell client agreements totaling a minimum value of Three Hundred Thousand Dollars ($300,000) in Annual Recurring Revenue, and in accordance with the requirements specified in the Operations Manual. In addition, subsequent to the initial twenty-four (24) months of Your initial franchise agreement term and for all renewal terms, You must achieve an annual revenue growth rate of ten percent (10%) or greater each calendar year. Therefore, You may be required to sell client agreements totaling a value higher than the minimum in order to meet or exceed the annual revenue growth rate requirement.~~

17. PROPRIETARY INFORMATION

(a) You acknowledge that Your entire knowledge of the operation of the Franchised Business, including without limitation the contents of the Operations Manual, list of vendors, and the specifications, equipment, standards, and operating procedures of the Franchised Business, is derived from information disclosed to You by Us, and that such Operations Manual and such other information is confidential and Our trade secret. You shall maintain the absolute confidentiality of the Operations Manual and all such other proprietary information You receive from Us, both

during and after the term of the Franchise Agreement. You shall disclose confidential information only to those employees who need such confidential information to perform their job functions, and only to the extent necessary for them to do so. Prior to disclosing any confidential information, You shall require all such employees to sign a Non-Disclosure, Non-solicitation and Non-Competition Agreement, in the form We designate (which form may be modified to the extent necessary or appropriate to comply with applicable state law), and shall forward a copy of same to Us. You agree that You shall not use the Operations Manual and such other information in any other business or in any manner not specifically authorized or approved in writing by Us.

(b) You agree that You shall promptly notify Us if You develop any new concept, process or improvement in the operation or promotion of the Franchised Business, and shall provide Us with all necessary information with respect to such concept, process or improvement, without compensation. You also agree that if You shall develop any new trademarks, service marks, trade names and trade symbols, trade dress, signs, slogans, associated logos, designs, e-marks, copyrights, emblems, concepts, processes or improvements in the operation or promotion of the Franchised Business, We will immediately become sole owner and licensor. You agree to execute any and all instruments and documents, render such assistance and do such acts and things as in the opinion of Our counsel may be necessary or advisable to assign such interests to Us. You acknowledge that We may Ourselves subsequently utilize or disclose such information to other franchisees.

(c) Any and all client lists, which includes current, former and prospective client information, and their contents relating to the Franchised Business, whether compiled or developed by You or any other person, are owned by Us, constitute confidential information and are Our proprietary property (whether supplied by Us or not) and You shall not use the client lists for any purpose whatsoever other than in the normal conduct of the Franchised Business prior to any default under this Agreement, or termination or expiration of this Agreement and for no other purpose and You must require any of Your employees, agents and independent contractors who have access to client lists to sign a confidentiality agreement. To the extent that You may have or claim any right, title or interest in or to such client lists and contents, You agree to, and do hereby, assign to Us all of Your right, title and interest therein. You will, upon demand, promptly deliver to Us a complete list of current and former clients, including name, telephone number, complete mailing address, frequency of service, last date serviced and price of service, and other information concerning such clients as requested by Us. You expressly acknowledge that Your ability to operate, develop and expand the Franchised Business is based largely on the goodwill of the Marks and know-how embodied in the SUPPORTING STRATEGIES® System Standards. Accordingly, You agree that We are the sole owner of all client lists and relationships and all other goodwill arising from Your operation of the Franchised Business. Any attempt by You to offer any services or products similar to those provided by the Franchised Business to any clients, or former or prospective clients of the Franchised Business following any expiration or termination of this Agreement shall be a violation of Our rights in such client lists and relationships and goodwill. You agree that in the event of any such action or threatened action by You, We shall be entitled to a preliminary or permanent injunction or other equitable relief to restrain such actions, and to recover Our damages equal to the amount of profits received by You from any such action in violation of Our rights.

18. MARKS

(a) You acknowledge and agree that We are the owner of the Licensed Rights which include Marks licensed to You under this Agreement and that Your right to use the Licensed Rights is derived solely from this Agreement and is limited to the conduct of the business by You pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by Us from time to time during the term of this Agreement. Any unauthorized use of the Marks by You constitutes a material breach of this Agreement and an infringement of Our rights in and to the Marks. You acknowledge and agree that all usage of the Marks by You and any goodwill established by Your use of the Marks shall inure to Our exclusive benefit and that this Agreement does not confer any goodwill or other interests in or to the Marks upon You. You shall not, at any time during the term of this Agreement, or after its termination or expiration, contest the validity or ownership of any of the Marks or assist another person in contesting the validity or ownership of any of the Marks. All provisions of this Agreement applicable to the Marks apply to any additional trademarks, service marks, trade names, trade dress, trade symbols, signs, slogans, associated logos, designs, emblems, e-marks, copyrights, and commercial symbols authorized for use by and licensed to You by Us after the date of this Agreement.

(b) You shall not use any of the Marks as part of any corporate or trade name, or with any prefix, suffix, or other modifying words, terms, designs, or symbols, or in any modified form, nor may You use any of the Marks in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Us. You agree to give such notices of trademark and service mark registrations as We specify and to obtain such fictitious or assumed name registrations as may be required under applicable law or as requested by Us. You shall not use or seek to register any of the Marks in any manner that has not been specified or approved by Us in advance.

(c) You shall immediately notify Us in writing of any apparent infringement of or challenge to Your use of the Marks, of which You become aware, and of any claim by any person of any right in the Marks or any similar trade name, trademark, or service mark, trade dress, trade symbols, signs, slogans, associated logos, designs, emblems, e-marks, copyrights and commercial symbols of which You become aware. You shall not directly or indirectly communicate with any person other than Us and Our counsel in connection with any such infringement, challenge, or claim. We shall have sole discretion to take such action as We deem appropriate and shall have the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding, or other judicial or administrative proceeding arising out of such infringement, challenge or claim or otherwise relating to the Marks. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Our counsel, be necessary or advisable to protect and maintain Our interests in any such litigation, U.S. Patent and Trademark Office proceeding, or other judicial or administrative proceeding, or to otherwise protect and maintain Our interests in the Marks.

(d) If it becomes advisable at any time in Our sole discretion for Us and/or You to modify or discontinue use of the Marks, and/or use one or more additional or substitute trade names, trademarks, service marks, trade names, trade dress, trade symbols, signs, slogans, associated

logos, designs, emblems, e-marks, copyrights and commercial symbols or other commercial symbols or Your Designated Territory Name or any d/b/a (doing business as) designations that You are using, You agree to comply with Our directions within a reasonable time after notice to You. We shall have no liability or obligation whatsoever with respect to Your modification or discontinuance of the Marks or any of the above listed items. We will reimburse You the tangible costs for modifying or changing the Marks or any of the above listed items, limited to changing signage or advertising materials. You agree that such modification or change of Marks or any of the above listed items will be completed by You within a reasonable period of time after notification by Us.

19. MODIFICATION OF THE SYSTEM

You recognize and agree that from time to time We may change or modify Our System Standards and Our business in any manner that is not expressly and specifically prohibited by this Agreement including but not limited to, the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new computer programs and systems, new types or brands of products or services, new equipment requirements or new techniques and that You will accept, use and display for the purpose of this Agreement any such changes in Our System, as if they were part of this Agreement at the time of execution. Whenever We have expressly reserved in this Agreement or are deemed to have a right and/or discretion to take or withhold and action, or to grant or decline to grant You a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, We may make such decision or exercise Our right and/or discretion on the basis of Our judgment of what is in Our best interests, including without limitation Our judgment of what is in the best interests of the SUPPORTING STRATEGIES® franchise network, at the time Our decision is made or Our right or discretion is exercised. Any new or different requirements imposed will not unreasonably increase Your obligations or place an excessive economic burden on Your operations, or otherwise alter Your status or rights under this Agreement. You will make such expenditures as such changes or modifications in Our System as We may reasonably require. You shall not change, modify or alter in any way any material aspect of Our System, without Our prior written consent.

20. ADVERTISING AND PROMOTIONS

(a) If or when an Advertising Fund is begun, it will be administered by Us. We, in Our sole discretion will be responsible for (i) developing and placing advertising for the benefit of Our entire System; (ii) deciding which media to use and under what terms; (iii) preparing and making available to all franchisees a statement of income and expenses upon written request; the cost of preparing the statements will be paid by the Advertising Fund; (iv) securing the services of advertising agencies or other marketing professionals; and (v) limiting expenditures from the Advertising Fund, to the extent possible, to those areas in which franchisees are contributing to the Advertising Fund. You will have the right to review an annual accounting of the Advertising Fund's expenditures upon request. Funds not spent in any given fiscal year will be carried forward to the next year. We reserve the right to place additional local, regional or national advertising at Our expense. All Franchisor-owned businesses or affiliate-owned businesses will contribute to the Advertising Fund on the same basis as franchised businesses. Up to fifteen percent (15%) of the total Advertising Fund annually may be used to reimburse Us or Our designees for advertising-

related administrative costs, indirect expenses and subsidizing costs. As the SUPPORTING STRATEGIES® System expands, We may establish an advertising council.

(b) We will maintain separate bookkeeping accounts for the Advertising Fund and may, but will not be required to cause Advertising Fund contributions to be deposited into one or more separate bank accounts. The Advertising Fund is not a trust, and We are not a fiduciary or trustee of the Advertising Fund or the monies in the Advertising Fund. However, We may, in Our discretion, separately incorporate the Advertising Fund or create an Advertising Fund trust, over which We may be the trustee, into which Advertising Fund contributions may be deposited.

(c) The Advertising Fund's activities and programs may include, among other things, conducting and preparing advertising, marketing, public relations, client surveys, and/or promotional programs and materials, and any other activities that We believe will enhance the image of the SUPPORTING STRATEGIES® System, such as preparing and conducting radio, television, print, and Internet-based advertising campaigns; utilizing social and business networking media sites and other emerging media or promotional tactics; developing, maintaining, and updating Our Website on the Internet; direct mail advertising; marketing surveys; employing advertising and/or public relations agencies; purchasing promotional items; purchasing point-of-purchase materials; providing promotional and other marketing materials and services to the businesses operating under the SUPPORTING STRATEGIES® System Standards. Advertising Fund contributions will be used primarily for advertising on the national, regional or local level.

(d) You may do Your own advertising, or hire an advertising agency, but in either event, You must obtain Our prior written approval of all advertising and promotional plans and materials that You desire to use at least thirty (30) days before the implementation of such plans, unless such plans and materials have been previously approved by Us. You shall submit such plans and materials to Us by personal delivery or electronic transmission or through the mail, "Return Receipt Requested" or sent by overnight delivery paid for by sender. You shall not use such plans or materials until they have been approved by Us in writing and shall promptly discontinue use of any advertising or promotional plans and materials upon Our request. Any plans or materials submitted by You to Us that have not been approved or disapproved, in writing, within fifteen (15) days of receipt thereof by Us, shall be deemed disapproved. We shall provide You with copies of Our available advertising material, upon Your written request, at Our cost.

(e) You may participate, and are encouraged to participate, in other local, regional, and national programs and networking groups related to sales promotions which We have established or approved, and You will bear the cost of participating in any such groups and programs.

(f) Except when advertising cooperatively with other franchisees or with Us, You are prohibited from advertising, promoting or marketing outside Your Designated Territory unless specifically authorized in the Operations Manual or in written communication from Us. Unless granted specific written permission to the contrary, Your local advertising activity is limited to direct mail, print and broadcast media, speaking engagements, networking events and all other types of activity designed to encourage and solicit business only within Your Designated Territory. If Your Designated Territory lies within an Area of Dominant Influence (ADI) of media sources

located outside of Your Designated Territory, and if other franchisee- or Franchisor- or affiliate-owned businesses lie within the same ADI, then We reserve the right to require You and other franchisees to participate in advertising through that media source on a cooperative basis.

(g) We require You to cooperate with, participate in and assist with, in a manner that We designate, the marketing and organization of certain special promotional events or campaigns that may from time to time be sponsored by Us, including but not limited to Business Fundamentals Bootcamp which We may undertake for the benefit of Your Franchised Business and the benefit of other SUPPORTING STRATEGIES® Businesses.

(h) Immediately upon notification, You shall discontinue any advertising that would, in Our opinion, be detrimental to Our Brand. You agree that upon termination, transfer, or expiration of this Agreement, You shall immediately remove all advertising that You control and notify all advertising sources that Your advertising must be removed and/or canceled immediately. For advertising that cannot be immediately canceled, You are responsible for any and all costs related to such advertising until such time as it can be canceled or it expires.

21. FINANCIAL INFORMATION, AUDITS

(a) You shall keep and maintain during the term of this Agreement and any renewal periods, and shall preserve for a minimum of seven (7) years thereafter, full, complete and accurate books of account in accordance with generally accepted accounting standards and practices, which books shall accurately reflect the Gross Sales of the Franchised Business and any and all deductions expressly permitted by this Agreement, marketing activities, payroll and accounts payable.

(b) You shall, at Your expense, deliver to Us within thirty (30) days of the end of each of Your fiscal years, a complete financial statement for such fiscal year in such form as We may require, including, without limitation, both an income statement and balance sheet, which may be unaudited, together with reports of Gross Sales from that year's operations and all amounts expended on advertising as well as such other information as We require. Each financial statement shall be signed by You or by Your Treasurer, Managing Member or Chief Financial Officer, who shall attest that the statement is true and correct and prepared in accordance with Our requirements.

(c) In addition to Our right to remotely access Your business and financial information, if We require, You shall permit Our authorized personnel to inspect, examine, compile, review and/or audit all of Your business records relating to Your Franchised Business, including but not limited to financial documents and tax returns, at any time during normal business hours with prior notice.

(d) You shall also permit accountants designated by Us to audit Your books of accounts. In the event that We find that You have understated the amount due to Us and that any such understatement has been made deliberately, such understatement shall constitute an Event of Default and be considered a Material Breach of this Agreement as defined in Section 31(d)(iv) of this Agreement.

Should any audit reveal an understatement of more than five percent (5%) of the amount otherwise

due to Us, or if the understatement is determined to be deliberate, You will bear the expenses of Our audit and inspection, and the deficiency shall be immediately due and payable with interest from the date the payments should have been made.

22. INDEMNIFICATION; INSURANCE; SURETY BOND

(a) You understand and agree that nothing in this Agreement authorizes You to make any contract, agreement, warranty or representation on Our behalf, or to incur any debt or other obligation in Our name. You further understand and agree that We shall in no event assume liability for, or be deemed liable under this Agreement as a result of, any such action or by reason of any act or omission of Yours in Your conduct of the Franchised Business or otherwise, or for any claim or judgment against Us arising from your operation of the Franchised Business. You shall indemnify, defend and hold Us harmless and hold harmless Our officers, directors, shareholders, members and employees, and agents from and against any and all claims, costs, obligations, and causes of action, arising directly or indirectly from any act or omission of Yours or any of Your shareholders, directors, members, officers, employees, representatives or agents, as a result of, or in connection with, Your operation of the Franchised Business, the actions of any of Your shareholders, directors, members, officers, employees, representatives or agents, or any action arising from an allegation of a violation of labor or employment law; or by reason of any act occurring on, at or from the premises of the Franchised Business or by reason of an omission relating to the operation of the Franchised Business, as well as the costs, including reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses We incur in defending against such claims or actions. As between us and you, you are solely responsible for the safety and well-being of your employees and the clients of the Franchised Business. If We are deemed a joint employer for any of Your employees or contractors and incur any liability as a joint employer, You must indemnify Us and make Us whole. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement or any renewal term.

(b) You agree to maintain insurance as follows:

(i) With respect to all insurable properties, You shall maintain or cause to be maintained, all-risk property insurance against loss or damage to business personal property of the Franchised Business in amounts not less than the replacement cost of such property;

(ii) You shall maintain or cause to be maintained commercial general liability insurance, including premises liability, products/completed-operations and contractual liability, covering claims for bodily injury or property damage caused as a result of the operation of the Franchised Business and pursuant to this Agreement in amounts not less than One Million Dollars ($1,000,000.00) for each occurrence and Two Million Dollars ($2,000,000.00) general aggregate. Coverage must be written on an occurrence basis only, not claims-made;

(iii) You shall maintain or cause to be maintained automobile liability insurance against

claims for personal injury, death or property damage occurring as a result of the maintenance or operation by You of any automobiles, trucks or other vehicles used in the operation of the Franchised Business in an amount not less than One Million Dollars ($1,000,000.00) Combined Single Limit;

(iv) You shall maintain or cause to be maintained workers' compensation insurance, in such amounts as may now or hereafter be required by any applicable law, and shall withhold from the pay of all of your employees and pay any and all amounts required to be so paid for unemployment compensation, disability, Social Security, and other such federal, state and/or local taxes imposed upon You as an employer. Employers liability shall have limits of: One Million Dollars ($1,000,000.00)/ One Million Dollars ($1,000,000.00)/ One Million Dollars ($1,000,000.00);

(v) You shall maintain or cause to be maintain an umbrella policy as extended coverage to the commercial general liability, auto liability and employers liability insurance in amounts as set forth in greater detail in the Operations Manual; and,

(vi) You shall maintain or cause to be maintained a professional liability policy which must include privacy coverage for One Million Dollars ($1,000,000.00). If these insurance policies are claims made, You shall maintain an extended reporting period for a minimum of three (3) years after expiration or termination of this Agreement.

(c) Except for Workers' Compensation, Professional Liability Insurance and Employer's Liability Insurance, all policies of liability insurance shall insure and name Us as an additional insured/loss payee and shall protect Us against any liability that may accrue by reason of the ownership, maintenance or operation by You of the Franchised Business. All insurance policies must be written with a carrier who has an AM Best Rating of A- or better.

(d) You shall purchase and maintain a Blanket Surety Bond or a third party crime coverage which indemnifies You for fraudulent or dishonest act(s) committed by any employee of Yours, in the course of performing their employment, in an amount not less than One Million Dollars ($1,000,000.00).

(e) We reserve the right to increase the minimum limits listed above as well as to change or add new types of required coverage as set forth in greater detail in the Operations Manual.

(f) Your obligation to obtain and maintain or cause to be maintained the foregoing policy or policies of insurance shall not be limited in any way by reason of any insurance that may be maintained by Us, nor shall Your performance of this obligation relieve You of liability under the indemnity provision set forth in this Agreement. You shall deliver to Us certificates of insurance evidencing Your compliance no less than ten (10) days prior to opening the Franchised Business. Such proof of insurance shall include a statement by the insurer that the policy or policies will not be cancelled or materially altered without giving at least thirty (30) days prior written notice to Us. You must submit to Us at least annually, and otherwise upon request by Us, a copy of the certificate of renewal or other evidence of the renewal, existence or extension of such insurance policies.

(g) Should You, for any reason, fail to procure or maintain the insurance required by this Agreement, You shall be considered in material breach of this Agreement. In such event, We shall then have the right and authority (but not obligation) to procure such insurance and to charge the cost of such insurance to You, which charges, together with a reasonable fee for Our expenses in taking such action, shall be payable by You immediately upon notice from Us.

23. BUSINESS ORGANIZATION AND PERSONAL GUARANTY(S)

(a) If You are an individual or individuals, then You acknowledge and agree that the grant of license in Section 2 is made by Us in reliance on Your personal attributes and in consideration of the trust and confidence which We place in You, and on your representation that You will actively and substantially participate personally in the beneficial ownership and management of the SUPPORTING STRATEGIES® Franchised Business.

(b) In the event You are a business entity (including but not limited to a corporation, a limited liability corporation, a partnership, a limited liability partnership, a trust), You must complete and sign the Principal Owner's Statement attached to this Agreement as Addendum D and each individual with an ownership interest in You must also sign Addendum D. Further, You represent, warrant and covenant that:

(i) You are newly formed, duly organized and validly exist under the laws of the state in which You were formed;

(ii) You are duly qualified and are authorized to do business in each jurisdiction in which Your business activities or the nature of the properties owned by You require such qualification;

(iii) The execution of and transactions contemplated by this Agreement are within Your powers;

(iv) The ownership interests in You are accurately and fully listed in Addendum D;

(v) Each and every person with an ownership interest in You shall sign the Guaranty Agreement attached to this Agreement as Addendum C except that passive investors who own less than twenty percent (20%) of You shall not be required to sign the Guaranty Agreement. You shall provide the original signed Guaranty Agreement to Us;

(vi) The stated purpose of the business entity shall consist only of the development, ownership, operation and maintenance of the SUPPORTING STRATEGIES® Franchised Business;

(vii) You shall not issue any additional stock, membership, or interests in You and no individual with ownership interest in You shall transfer, assign or pledge any ownership interest in You without Our prior written consent, which shall not be unreasonably

withheld, and a legend setting forth such restriction on transfers shall be contained in the business entity's organizational and governing documents and other appropriate documents such as certificates and stocks. In giving Our consent, We shall have the right (but not the obligation) to impose one or more reasonable conditions;

(viii) In the event the ownership interests in You changes, You must provide an updated Addendum D to Us within five (5) business days of the change and the new recipient(s) of an ownership interest in You must sign the Guaranty Agreement attached to this Agreement as Addendum C;

(ix) Prior to Our signing of this Agreement, You shall deliver to Us copies of the organizational and governing documents and other documents such as certificates and stocks reflecting compliance with the provisions of this Subsection 23(b); and,

(x) Operation of Franchised Business is within the use for which the business entity is authorized in the jurisdiction in which the Franchised Business shall be conducted.

(c) We do not require Your spouse or domestic partner to sign this Agreement or Guaranty Agreement but We do require that Your spouse or domestic partner sign a Non-Disclosure and Non-Competition Agreement, in the form We designate.

24. COVENANTS OF NON-SOLICITATION, NON-DISCLOSURE AND NON-COMPETITION

(a) You, and persons controlling, controlled by or under common control with You, specifically acknowledge that, pursuant to this Agreement, You will receive valuable specialized training, trade secrets, and confidential information, including, without limitation, information regarding the management, operations, marketing, advertising, and related information, materials, methods and techniques of Franchisor and Our System which are beyond the present skills and experience of You and Your managers and employees, and that the value of this information arises not only from the time, effort and money that went into its compilation but also from its usage by all franchisees. You acknowledge that such specialized training, trade secrets, and confidential information provide a competitive advantage and will be valuable to You in the operation of the Franchised Business, and that gaining access to such specialized training, trade secrets, and confidential information is therefore a primary reason why You are entering into this Agreement. In consideration for such specialized training, trade secrets, confidential information and exclusive rights described above, You and persons controlling, controlled by or under common control with You agree and covenant that during the term of this Agreement and for a continuous uninterrupted period commencing upon the effective date of expiration or termination of this Agreement or the date that You begin to comply with this Section, whichever is later, and for two (2) years thereafter, except to the extent prohibited by the laws of the state where the Franchised Business is located, or where the employee lives or works or as otherwise approved in writing by Us, You shall not, either directly or indirectly, for You, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other business entity:

(i) solicit, divert or attempt to solicit or attempt to divert any business or client of the Franchised Business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act deemed by Us to be injurious or prejudicial to the goodwill associated with Our Licensed Rights and Our System; or

(ii) own, manage, maintain, operate, engage in, advise, consult with, invest in, be employed by or perform services as a director, officer, manager, representative, agent, or otherwise, or have any direct or indirect interest in any business that (a) specializes, in whole or in part, in offering to the public substantially similar products and/or services to those products and/or services offered by the Franchised Business prior to the termination or expiration of this Agreement (a "Competitive Business") or (b) grants franchises or licenses to others to operate a Competitive Business. A Competitive Business is defined as any business which provides bookkeeping and/or controller services to small businesses; or

(iii) if Your owner provided bookkeeping and/or controller services prior to the date of this Agreement, notwithstanding Subsection (ii) above, upon termination or expiration of this Agreement, You and Your owner shall be permitted to continue to provide bookkeeping and/or controller services to small businesses so long as those services are not performed using the SUPPORTING STRATEGIES® System.

(b) At any time, during the term of this Agreement or thereafter, You shall not, either directly or indirectly, for You, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or other business entity, use, in connection with the operation of any business other than the Franchised Business, any of the Licensed Rights, or any other names, marks, systems, insignias, or symbols provided or approved by Us to You pursuant to this Agreement, or cause or permit any such business to look like, copy or imitate a SUPPORTING STRATEGIES® Franchised Business or to be operated in a manner tending to have such effect.

(c) You expressly acknowledge that You possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, You acknowledge that enforcement of the covenants made in this Section will not deprive You of Your personal goodwill or ability to earn a living.

(d) It is the express intention of the parties to this Agreement to comply with all laws applicable to the covenants contained in this Agreement. If any of the covenants contained in this Section are found to exceed in duration, geography or scope those permitted by applicable law, the parties expressly agree that such restrictive covenant may be reformed or modified by the final judgment of a court of competent jurisdiction or other lawful constituted authority to reflect a lawful and enforceable restriction, whether in duration, geography or scope, and that the covenants contained in this Section 24 shall automatically be deemed to be amended and modified so as to comply with the judgment or order of such court or authority to the maximum extent permitted. If any one or more of the provisions contained in this Section 24 shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if it never contained

such invalid, illegal or unenforceable provisions.

(e) You understand and acknowledge that We shall have the right, in Our sole discretion, to reduce or limit the duration, geography or scope of any covenant set forth in this Section of this Agreement, or any portion thereof, without Your consent, effective immediately upon notice to You; and You agree that You shall comply from that point forward with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 48 hereof.

(f) You expressly agree that the existence of any claims You may have against Us, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Us of the covenants in this Section. You further agree that We shall be entitled to set off from any amount owed by Us to You any loss or damage to Us resulting from Your breach of this Agreement.

(g) You understand and agree that the restrictions contained in this Section are reasonable and necessary to protect Our legitimate business interests.

(h) Nothing contained in this Agreement shall prevent You from owning less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly traded corporation listed on a recognized national stock exchange or NASDAQ.

(i) You acknowledge and agree that any failure by You to comply with the requirements of this Section shall constitute a material Event of Default under this Agreement; that such failure will cause Us irreparable injury and that money damages will not adequately compensate Us; and that We are entitled to enforce this Section by temporary restraining order and/or temporary, preliminary and/or permanent injunction, and/or specific performance, without the necessity of posting bond. This relief will be in addition to any other relief We may have under federal and/or state law. You agree to pay all court costs and reasonable attorneys' fees incurred by Us in enforcing Our rights under this Section.

(j) In addition to any other remedies or damages allowed under this Agreement and/or by law, if You breach any of the covenants set forth in Subsections 24(a) and (b), You shall pay Us a fee equal to Our then-current Initial Franchise Fee for each Competitive Business identified plus ten percent (10%) of such Competitive Business' Gross Sales until expiration of the non-competition period set forth in this Section.

(k) During the term of this Agreement, any of Our officers or area supervisors shall have the right to inspect any business interest in which You or a Key Employee has an interest, at reasonable times and during normal business hours, to the extent reasonably necessary to determine whether the conditions of this Section are being satisfied. If, by reason of such inspections or otherwise, We have reason to believe that You are in default of this Section 24, and You are so notified by Us, You shall have the burden of establishing that You are not in default. You shall respond to any default notice under this Section within ten (10) days. With regard to any such default, We shall have the right to pursue any and all rights of remedy and enforcement available to Us, either at law or in equity, and You shall immediately take all steps to cure said default in a manner satisfactory to Us.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals.

25. CONFIDENTIALITY

(a) You, and persons controlling, controlled by or under common control with You, shall hold in confidence Our System and shall not disclose any part of Our System to any individual or entity. It is understood and agreed that Our System would, if used by other individuals or entities, confer on them a substantial competitive advantage, which advantage is presently enjoyed by Us. Accordingly, You agree that You shall not at any time, without Our prior written consent, disclose (except to such employees or agents as must reasonably have access to such information in order to establish or operate the Franchised Business and who have signed confidentiality agreements, in a form approved by Us) or use or permit the use of Our System, or any part, except as may be required by applicable law or as authorized by this Agreement. Accordingly, You agree that You shall not at any time, without Our prior written consent, disclose (except to such employees or agents as must reasonably have access to such information in order to establish or operate the Franchised Business and who have signed confidentiality agreements, in a form approved by Us or as We otherwise provide) or permit the use of Our System, or any part, except as may be required by applicable law or as authorized by this Agreement. You acknowledge and agree that any form of confidentiality agreement is a form of agreement only and that it may or may not be enforceable in a particular jurisdiction. You agree that You are solely responsible for obtaining Your own professional advice with respect to the adequacy of the terms and provisions of any confidentiality agreement You require Your employees, agents and independent contractors to sign.

(b) You, and persons controlling, controlled by or under common control with You, shall at all times use your best efforts to keep confidential the Operations Manual, any other manuals or materials designated for use with Our System and such other information as We may designate for confidential use with Our System, as well as all other trade secrets, if any, and confidential information, knowledge and business know-how concerning the establishment or operation of the Franchised Business that may be imparted to, or acquired by, You in connection with this Agreement. You acknowledge that the unauthorized use or disclosure of such confidential information (and trade secrets, if any) will cause incalculable and irreparable injury to Us. Any and all information, knowledge and know-how, not generally known in a similar business, about SUPPORTING STRATEGIES'® products, equipment, services, standards, specifications, systems, procedures and techniques, and such other information or materials as We may designate as confidential, shall be deemed confidential and proprietary for purposes of this Agreement, except information that You can demonstrate came to Your attention prior to disclosure thereof by Us or that is or has become a part of the public domain through publication or authorized communication by others. The Operations Manual, any other manuals or materials designated for use with Our System, and all confidential information (and trade secrets, if any) shall at all times be deemed to be, and shall remain, Our sole property, and You shall acquire no rights, title or interest therein by virtue of Your authorization pursuant to this Agreement to possess and use them.

YOU ACKNOWLEDGE AND AGREE THAT OUR CONFIDENTIAL INFORMATION INCLUDES, BUT IS NOT LIMITED TO: THE TERMS AND CONDITIONS OF THIS AGREEMENT; THE CONTENTS OF THE OPERATIONS MANUALS, TRADE SECRETS WHICH INCLUDES CLIENT LISTS, AND ANY COMPONENT OF OUR SYSTEM THAT DOES NOT CONSTITUTE A TRADE SECRET BUT THAT OTHERWISE MEETS THE DEFINITION OF "CONFIDENTIAL INFORMATION."

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

26. NON-DISCLOSURE AND NON-COMPETITION AGREEMENTS

Except to the extent prohibited by the laws of the state where the Franchised Business is located or where the employee lives or works, You shall cause any person who is actively involved as a Key Employee, as defined in Section 11 of this Agreement, in the Franchised Business, at the time such person enters Your employment, to enter into a non-disclosure, non-solicitation and non-competition Agreement, in a form approved by Us or as We otherwise provide (which form may be modified to the extent necessary or appropriate to comply with applicable state law). You acknowledge and agree that any form of non-disclosure and non-competition agreement is a form of agreement only and that it may or may not be enforceable in a particular jurisdiction. You agree that You are solely responsible for obtaining Your own professional advice with respect to compliance with the law and the adequacy and enforceability of the terms and provisions of any non-compete agreement You require Your employees, agents and independent contractors to sign. You shall use Your best efforts to prevent any such persons from using, in connection with the operation of any competing business wherever located, any of the Licensed Rights or from operating any competing business that looks like, copies or imitates any SUPPORTING STRATEGIES® Franchised Business or operates in a manner tending to have such effect. If You have reason to believe that any such person has violated the provisions of the non-disclosure and non-competition Agreement, You shall immediately notify Us and shall cooperate with Us to protect Us against infringement or other unlawful use of the Licensed Rights, including, but not limited to, the prosecution of any lawsuits if, in the judgment of Our counsel, such action is necessary and advisable.

The provisions of this Section shall survive any termination or expiration of this Agreement or any renewals thereof.

27. ASSIGNMENT; CONDITIONS AND LIMITATIONS

If You are not an individual, the terms of this Section and of Section 28 hereof, shall also be deemed to apply to any management agreement, sale, resale, pledge, assignment, transfer or encumbrance of voting stock of, or other ownership interest in You which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of ownership or management "control" of You.

As used in this Agreement, the term "transfer" includes Your (or an owner's) voluntary, involuntary, direct or indirect, assignment, sale, gift, or other disposition of any interest in (1) this Agreement, (2) the Franchisee entity, (3) the Franchised Business governed by this Agreement, or (4) all or a substantial portion of the assets of the Franchised Business. It also includes an assignment of day-to-day operational responsibilities for the Franchised Business pursuant to an operating agreement or otherwise. A transfer of the Franchised Business' ownership, possession, or control, or all or a substantial portion of Your assets, may be made only with a transfer of this Agreement which complies with the terms of this Agreement.

(a) You shall not, directly or indirectly, sell, assign, transfer, or encumber this Agreement, the Franchise, the Licensed Rights, or any other interest hereunder, nor shall You suffer or permit any such assignment, transfer or encumbrance to occur, by operation of law or otherwise, without obtaining Our prior written consent and complying with the terms of this Section.

(b) In the event You or Your successor is not an individual, You agree and acknowledge as follows:

(i) The Articles of Incorporation (or other corporate charter pursuant to which You were formed) and the Bylaws or Operating Agreement (or regulations or other instrument for the governance of the entity), or the Partnership Agreement, or other instruments pursuant to which You were created, reflects that the issuance and transfer of voting stock or other ownership interest therein ("securities") is restricted by the terms of this Agreement. You shall furnish Us at the time of execution of this Agreement or of assignment to the corporation, limited liability company, partnership or other entity, an agreement executed by all stockholders, partners, members and other owners of any equity interest in You, stating that none of such entities will sell, assign or transfer voluntarily or by operation of law any securities of Franchisee to any other entity, other than existing stockholders or partners to the extent permitted hereunder, without Our prior written consent. All securities issued by You will bear a legend in substantially the following form, which shall be printed legibly and conspicuously thereon:

"TRANSFER OF THESE SECURITIES IS SUBJECT TO CERTAIN RESTRICTIONS CONTAINED IN A FRANCHISE AGREEMENT BETWEEN SUPPORTING STRATEGIES PARTNERS, LLC AND _____ DATED _____, 20__."

A stop transfer order shall be in effect against the transfer of any securities on Your records except transfers permitted by this Agreement.

(c) You acknowledge and agree that the restrictions on transfer imposed herein are reasonable and are necessary to protect Our Franchise System; SUPPORTING STRATEGIES® trade secrets and operating procedures; SUPPORTING STRATEGIES'® general high reputation and image; the Licensed Rights; as well as You and other SUPPORTING STRATEGIES® franchisees. Any assignment or transfer permitted by this Agreement shall not be effective until We receive a completely executed copy of all transfer documents and consent to such transfer in writing.

(d) Your performance is of vital importance to the market position and Our overall image, and there are many subjective factors that comprise the process by which We select a suitable franchisee. Our consent to a transfer or assignment by You of the Franchise and Franchised Business shall, in addition to the other restrictions and requirements herein noted, remain a subjective determination and shall consider, but not be limited to, whether:

(i) All obligations of Yours under this Agreement and all other franchise documents, and the relationship created under those agreements are being assumed by the transferee;

(ii) All ascertained debts of Yours to Us and Our affiliates have been paid;

(iii) You, at the time of the request to transfer and as of the date of transfer, are not in default under this Agreement or any other franchise agreement;

(iv) The proposed transferee does not operate or participate in an entity that operates a franchise, license, or other business offering products and/or services similar to those offered by the Franchised Business;

(v) The proposed transferee meets all of Our requirements for new franchisees, including, but not limited to, good reputation and character, experience, business acumen, operational ability, financial strength and stability, willingness and ability to devote exclusive, full time and best efforts to the operation of the Franchised Business and other business considerations as We may reasonably apply in evaluating new franchisees. You provide Us with all information We may require concerning the proposed transaction (including a copy of the purchase agreement and all related documents), and about the proposed transferee;

(vi) The proposed transfer is at a price and upon such terms and conditions as We, in Our sole and exclusive judgment, deem reasonable;

(vii) The proposed transferee executes or, in appropriate circumstances, causes all necessary parties to execute Our then-current standard form of franchise agreement (provided that such execution will not serve to extend the then remaining term of the franchise) and such other then-current ancillary agreements being required by Us of new franchisees on the date of transfer;

(viii) You, except to the extent prohibited by state law, have executed a general release of any and all claims against Us and Our subsidiaries and affiliates, and Our respective officers, directors, agents and employees;

(ix) You or proposed transferee have paid to Us a non-refundable Transfer Fee equal to twenty percent (20%) of the then-current Initial Franchise Fee being charged to new franchisees to cover Our reasonable costs in effecting the transfer and in providing training and other initial assistance to transferee;

(x) If You are providing financing to the proposed transferee for any part of the purchase price, You have agreed that all of the proposed transferee's obligations under promissory notes, agreements or security interests reserved in the Franchised Business are subordinate to the proposed transferee's obligation to pay fees and other amounts due to Us and otherwise to comply with the franchise agreement; and,

(xi) You will abide by all post-termination covenants including, without limitation, the covenant not to compete set forth in Section 24, subject to any limitations thereon applicable state law, and confidentiality set forth in Section 25.

(e) If You pursue but do not complete a transfer which has caused Us to incur costs and expenses in reviewing and documenting the proposed transfer, You must reimburse Us for these costs and expenses.

(f) This Agreement shall inure to Our benefit, and Our successors and assigns, and We shall have the right to transfer or assign without Your consent all or any part of Our interest in this Agreement to any person or legal entity who in Our good faith judgment has the willingness and capacity to assume Our obligations.

28. DEATH, DISABILITY OR PERMANENT INCAPACITY OF FRANCHISEE

In the event of Your death or permanent disability or that of any person with a controlling interest in You, the executor, administrator, or personal representative of that person shall transfer his or her interest to a third party approved by Us within six (6) months after such death or permanent disability. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same restrictions and conditions as any *inter vivos* transfer. However, in the case of a transfer by devise or inheritance, if the heirs or beneficiaries of any deceased person are unable to fully satisfy the conditions contained in this Agreement, the personal representative of the deceased Franchisee shall have a reasonable time, in Our sole discretion, to dispose of the deceased's interest in the Franchise, which disposition will be subject to all the terms and conditions for transfer contained in this Agreement. If the deceased's interest is not transferred within a reasonable time, as determined by Us in Our sole discretion, We may terminate this Agreement. The term "permanent disability" shall mean a mental, physical or emotional disability, incapacity, impairment, or condition that is reasonably expected to prevent or actually does prevent You (or an owner controlling You) from supervising the management and operation of the Franchised Business for a period of one hundred and twenty (120) days from the onset of such disability, incapacity, impairment or condition. In any event, the Franchised Business must at all times be managed by a designated manager who has complied with all of Our training requirements, regardless of any death or permanent disability covered by this Section.

29. OPERATION OF FRANCHISED BUSINESS IN THE EVENT OF ABSENCE, INCAPACITY OR DEATH

In order to prevent any interruption of the business of the Franchised Business which would cause

harm to such business and thereby depreciate its value, You authorize Us, in the event that You are absent or incapacitated or die, and are not, therefore, in Our sole judgment, able to operate the Franchised Business, to operate said business for so long as We deem necessary and practical, and without waiver of any other rights or remedies We may have under this Agreement; provided, however, that in the event that We commence to operate the Franchised Business, We shall not be obligated to operate the Franchised Business for a period of more than one hundred and twenty (120) days. All monies from the operation of the Franchised Business during the period of Our operation shall be maintained in a separate account. The expenses of the Franchised Business, including reasonable compensation and expenses for Our representatives, shall be charged to such account. If, as provided in this Section, We temporarily operate the Franchised Business, You agree to indemnify and hold Us harmless, and hold harmless any representative of Ours who may operate the Franchised Business, from any and all claims arising from the acts and omissions of Us and Our representative arising from such operation.

30. FRANCHISOR RIGHT OF FIRST REFUSAL

If You receive from a third party, and desire to accept, a bona fide written offer to purchase Your business, franchise and interests in the Franchised Business (or seek to effect a sale of the Franchised Business), We shall have a right of first refusal, exercisable by written notice to You furnished within thirty (30) days after written notice and receipt of a copy of such offer and the other information set forth in this Section, to purchase such business, franchise and interests on the same financial terms and conditions as offered to or by such third party; provided further that We may substitute cash for any other form of payment proposed in such offer. In order that We may have information sufficient to enable Us to determine whether to exercise Our right of first refusal, You shall deliver to Us, to the extent requested by Us, certified financial statements as of the end of Your most recent fiscal year, any financial statements prepared by or for You since the end of such fiscal year and such other information about the business and operations of Franchisee as You have provided or will make available to such third party. If We do not exercise Our right under this Section 30, You may, within ninety (90) days from the expiration of the option period, sell, assign and transfer Your business, franchise and interests hereunder but only upon the same terms and conditions proposed to Us and provided We have consented to such transfer as required by Section 27 hereof.

If You fail to make such sale, assignment or transfer within this ninety (90) day period, or if there is any material change in the terms of the offer, it shall trigger a new right of first refusal period. Failure by Us to exercise the option afforded by this Section shall not constitute a waiver of any other provisions of this Agreement, including all of the requirements of Section 27 hereof, with respect to the proposed transfer.

If You are not an individual, this right of first refusal shall apply to any management agreement, sale, resale, pledge, assignment, transfer or encumbrance of the voting stock of, or other ownership interest in You which would, alone or together with other related, previous, simultaneous or proposed transfers, result in a change of "control" of Franchisee.

31. TERMINATION

(a) If You are in compliance with this Agreement and We materially breach this Agreement and fail to cure such breach within thirty (30) days after written notice thereof is delivered to Us, then You may terminate this Agreement and the Franchised Business effective thirty (30) days after delivery to Us of notice of termination. Notwithstanding the foregoing, if the breach is capable of being cured but is of a nature which cannot reasonably be cured within such thirty (30) day period, and We have commenced and are continuing to make good faith efforts to cure the breach, We shall be given an additional reasonable period of time to cure the breach, and this Agreement shall not terminate. Any termination of this Agreement and the Franchised Business by You, without complying with the foregoing requirements, or for any reason other than a material breach of this Agreement by Us and Our failure to cure such material breach within the time allowed shall be deemed a termination by You without cause.

(b) You acknowledge that the strict performance of all the terms of this Agreement is necessary not only for Our protection, but also for the protection of You and Our other franchisees. As a result, You acknowledge and agree that the occurrence of any of the following events, each or any of which shall be considered a Material Breach default of this Agreement, constitutes reasonable grounds for termination of this Franchise Agreement by Us; provided, however that You shall be given the opportunity, within thirty (30) days after receipt of written notice of such Material Breach, to cure the default by promptly providing proof of cure to Us. Notwithstanding the foregoing, if the breach is curable but is of a nature which cannot reasonably be cured within such thirty (30) day period and You have commenced and are continuing to make good faith efforts to cure the breach, You shall be given an additional reasonable period of time to cure the default, and this Agreement shall not terminate. If any such default is not cured within the time as specified by Us, this Agreement shall terminate effective immediately without further notice to You. You shall be in default under this Agreement for failure to comply with any of the requirements imposed by the Agreement, as it may from time to time be reasonably supplemented by Our Operations Manual or other manuals, or for failure to carry out the terms of this Agreement in good faith. Such defaults include, but are not limited to:

(i) The operation of any business engaged in the sale of similar or other related products or services within Your Designated Territory, or in any business, regardless of where located, that looks like, copies, or imitates any SUPPORTING STRATEGIES® business, or operates in a manner tending to have such effect, which business is operated by You or persons controlling, controlled by, or under common control with You shall have any interest, direct or indirect, in the ownership, without Our prior written consent;

(ii) A failure by You to remit any payments when due under this Agreement;

(iii) A failure by You to establish, equip, maintain, or update the Franchised Business in accordance with Our plans and specifications;

(iv) A failure by You to submit to Us financial reports or other information required under this Agreement, or a failure to allow reasonable access to Your records within the

time periods required by this Agreement;

(v) A failure by You to operate and promote the Franchised Business in accordance with mandatory System Standards in accordance with Our Operations Manual or other manuals, or a failure by You to use products, methods, equipment or suppliers which conform to Our System Standards, or Your failure to maintain Our standards of quality service in the operation of the Franchised Business;

(vi) A failure by You to obtain Our prior written approval or consent as expressly required by this Agreement;

(vii) A failure by You to accurately or completely record all sales made in, upon or from the Franchised Business at the time of sale;

(viii) A breach by You of any other covenant, term, or provision of this Agreement;

(ix) A failure by You to open the Franchised Business within ninety (90) days of the execution of this Agreement;

(x) A failure by You to comply with any of Your agreements with any third parties as related to the Franchised Business; or,

(xi) A failure by You to consistently pay the debts of the Franchised Business as they become due.

(c) In the event You are delivered three (3) or more notices of Material Breach from Us within a twenty four (24) month period pertaining to any of the foregoing events of default whether or not cured after notice, during the initial term or any renewal terms of this Agreement, We shall have the right to terminate this Agreement. The effective date of any such termination notice under this Subsection shall be upon the expiration of Your receipt of thirty (30) days written notice to that effect, or such longer period as may be required by law.

(d) Notwithstanding the foregoing, We shall deem You to be in material breach and, at Our option, may terminate this Agreement and all rights granted under it, without affording You any opportunity to cure the breach, effective three (3) days after written notice of termination is sent to You, if You do any of the following:

(i) Abandon, vacate, desert, surrender, transfer control or otherwise cease operation of the Franchised Business, or fail to continuously and actively operate the Franchised Business, or to do so for a period of three (3) consecutive days or any shorter period that indicates an intent by You to discontinue operation of the Franchised Business without Our express written consent, unless and only to the extent that You are precluded from doing so by damage to the Franchised Business due to war, act of God, civil disturbance, natural disaster, labor dispute or other events beyond Your reasonable control, and so long as within ninety (90) days, You have begun and diligently pursued relocation or re-

establishment of the Franchised Business;

(ii) Misuse the Licensed Rights, or any other names, marks, e-marks, systems, insignias, symbols, copyrights or rights provided by Us to You, or otherwise materially impair the goodwill associated therewith or Our Licensed Rights, or if You shall use at the Franchised Business any names, marks, e-marks, systems, insignias, or symbols copyrights not authorized by Us;

(iii) Consistently (e.g. twice or more in any twelve (12) month period) fail or refuse to submit when due any financial statement, tax return or schedule, or to pay when due the Royalty Fees or any other payments or to submit any required reports due to Us;

(iv) Intentionally underreport Gross Sales in any amount or negligently underreport Gross Sales by five percent (5%) or more during any reporting period;

(v) Operate the Franchised Business in a manner that violates any federal, state, or local law, rule, regulation or ordinance;

(vi) Make a material misrepresentation to Us or on Your application to own and operate the Franchised Business or in conducting the business franchised and licensed under this Agreement;

(vii) Attempt to transfer, assign or sub-franchise this Agreement without Our prior written consent as set forth in this Agreement;

(viii) Disclose or divulge to any unauthorized person or entity or copy or reproduce any of the contents of the Operations Manual or any other trade secrets or Confidential Information provided to You by Us or any of Our subsidiaries or affiliates;

(ix) Engage in any activity that has an adverse effect on Us and/or the Marks;

(x) Are convicted of or plead "nolo contendere" to a felony, a crime involving fraud, deception or moral turpitude, or commit any crime or offense reasonably likely, in Our sole opinion, to materially and unfavorably affect the Licensed Rights, the marks and associated goodwill and reputation of SUPPORTING STRATEGIES® and/or Franchisor;

(xi) (1) Fail to satisfy any judgment within thirty (30) days unless a supersedeas or other appeal bond has been filed; or (2) fail to obtain discharge within five (5) days an execution levied against You, Your business or property or any person with a controlling interest in You; or (3) fail to obtain dismissal within thirty (30) days any suit to foreclose any lien or mortgage against the Franchised Business, the equipment of such business, or the land upon which the Franchised Business is situated; or (4) fail to obtain dismissal or release within a thirty (30) day period of any attachment of or liens on Your bank accounts, property or receivables; or (5) if the real or personal property of Your business is sold after levy by any sheriff, marshal, or constable;

(xii) Fail to maintain an independent contractor relationship with Us;

(xiii) Commit a default under any loan or lease required to operate the Franchised Business and fail to cure that default by the date specified by the lender or lessor;

(xiv) Create or allow the continuation of any condition in or at the Franchised Business, or on or about the Franchised Business' premises, which We reasonably believe presents health and/or safety concerns for the Franchised Business' clients or employees;

(xv) Engage in any act(s) that is so dishonest, untrustworthy, self-dealing, and/or fraudulent, that it goes to the essence of the Franchise Agreement and/or frustrates one of the principal purposes of the Franchise Agreement and/or irreparably damages the trust between Us and You; or

(xvi) Commit a material breach that cannot be cured.~~; or~~

~~(xvii) A failure by You to comply with the Minimum Sales Performance as provided for in Subsection 16(n) during the Term of this Agreement.~~

(e) Notwithstanding the foregoing provisions of this Section, You shall be in breach under this Agreement and all rights granted under this Agreement will automatically terminate without notice to You, if You do any of the following:

(i) Make an assignment for the benefit of creditors or an admission of Your inability to pay Your obligations as they become due; or,

(ii) File a voluntary petition in bankruptcy or any pleading seeking any reorganization, arrangement, composition, adjustment, liquidation, dissolution or similar release under any law, or admit or fail to contest the material allegations of any such pleading or action for the benefit of creditors filed against You, or are adjudicated bankrupt or insolvent, or a receiver is appointed for a substantial part of Your assets or the assets of the Franchised Business, or the claims of Your creditors or the creditors of the Franchised Business are abated or subject to moratorium under any laws.

(f) If You are in material default as described in Subsection (b) above, We have the right to suspend any and all operating assistance as described in this Agreement and/or the Operations Manual to You.

(g) In the event state law requires a notice period prior to the effective date of a termination under this Section, We shall have the right to take possession of the Franchised Business and diligently run it on Your behalf until such time as the termination becomes legally effective. You, on behalf of Yourself, Your heirs, and Your legal representatives, consent to such operation of the Franchised Business by Us, and release and indemnify Us from any liability arising in connection with Our operation of the Franchised Business pursuant to the terms of this Subsection.

(h) Neither We nor You will be liable for loss or damage or be in breach of this Agreement if its failure to perform obligations results from: (1) compliance with the orders, requests, regulations, or recommendations of any federal, state, or municipal government which do not arise from a violation or alleged violation of any law, rule, regulation or ordinance; (2) acts of God; (3) fires, strikes, pandemics, epidemics, embargoes, war, acts of terrorism or similar events, or riot; or (4) any other similar event or cause. Any delay resulting from 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 payment of amounts owed at the time of the occurrence or payment of Royalty Fees, Virtual Cloud/Virtual Key Fees, Advertising Fund contributions and other amounts due afterward.

32. STEP-IN RIGHTS

In the event that You cease to operate the Franchised Business, in order to prevent any interruption of the business which would cause harm to the business, You authorize Us to operate the Franchised Business if We choose to do so as provided for in the Operations Manual for so long as We deem necessary and practical and without waiver of any other rights or remedies We may have under this Agreement.

33. CROSS-DEFAULT

Any default by You of any other agreement between Us and You shall be deemed a default under this Agreement, and any default by You under this Agreement shall be deemed a default under any and all other agreements between the parties. If the nature of such default under any other agreement would have permitted Us to terminate this Agreement had such default occurred under this Agreement, We shall have the right to terminate all of the other agreements between Us and You in the same manner as provided herein for termination of this Agreement.

34. OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION

(a) Upon termination of this Agreement for any reason or upon expiration of its term, You agree as follows:

(i) To pay immediately to Us, Our subsidiaries and/or Our affiliates the full amount of all sums due under this Agreement or otherwise;

(ii) To cease immediately to operate the Franchised Business and cease to use the Licensed Rights provided by Us under this Agreement, including but not limited to SUPPORTING STRATEGIES® Marks, or any other mark registered by Us and Our affiliates or any of Our trade secrets, signs, symbols, devices, materials constituting part of Our System, and any confusingly similar name, marks, e-marks, copyrights, systems, insignias, symbols and other rights, procedures or methods;

(iii) To immediately return to Us all originals and copies of Our Operations Manuals and all other manuals, plans and specifications, designs, training aids, records, data, samples, models, programs, or handbooks and other materials loaned or provided to You by Us or any of Our subsidiaries or affiliates;

(iv) To immediately turn over to Us any and all originals and copies of client sales leads, client lists, records, files, instructions, social media contact lists, correspondence including client related emails, brochures, Virtual Keys, computer software, computer CDs, DVDs or diskettes and any and all Confidential Information in Your possession, custody or control concerning or relating to the operation of the Franchised Business and/or Our operations or business. The only documents that You shall be permitted to retain are Your copy of this Agreement, any correspondence between You and Us and any other documents that You reasonably need to comply with a provision of applicable law;

(v) To cease immediately to hold Yourself out in any way as Our franchisee or to do anything that would indicate any past or present relationship between You and Us;

(vi) To the extent possible, to immediately remove or permanently cover any and all structures, signs or advertisements identifiable in any way with Us or SUPPORTING STRATEGIES® name or image;

(vii) To promptly take such action that may be required to cancel all fictitious or assumed names or equivalent registrations relating to Your use of any of the Marks or, at Our option, assign same to Us;

(viii) Promptly assign to Us any interest that You may have in the telephone number(s), telephone listing(s) and/or directory(ies), social media and networking accounts, and/or Internet numbers used by You in connection with the operation of the Franchised Business. You shall promptly transfer all telephone calls by call-forwarding to Us or to such other party or entity as We shall direct; to execute any such instruments and take such actions as We may deem necessary to effect such transfer and call-forwarding of telephone calls. You acknowledge that this Agreement shall be conclusive evidence of Our rights to such telephone numbers, telephone directory listings, social media and networking accounts and Internet numbers and Our authority to direct this transfer;

(ix) Abide by all restrictive covenants set forth in Sections 24 through 26 of this Agreement;

(x) Assign any and all accounts receivable to Us for collection. In connection therewith You hereby appoint Us as attorney-in-fact to engage in such collection activities following the termination or expiration of this Agreement and You specifically undertake to refrain from engaging in any such collection activities upon termination or expiration. We agree to employ good faith efforts, including, where appropriate in Our sole and exclusive judgment, the commencement of legal proceedings, to collect such accounts receivable. Nothing contained herein shall be construed or deemed to impose any duty or obligation

upon us to collect such accounts receivable and, if all or a portion of such accounts receivable are not collected by Us, You release and waive any claims thereto against Us. If We are successful in collecting all or a part of such accounts receivable, We shall remit to You such sums collected after first deducting any and all monies owed to Us; after deducting the pro rata cost of serving the client(s) with respect to whom the receivables were collected; and, after further deducting Our costs of collection; and,

(xi) Immediately refrain from engaging in any and all contacts with clients or former clients of the Franchised Business, whether with respect to collection of accounts receivable or to provide bookkeeping services to such clients or former clients pursuant to any business conducted by You, similar to the Franchised Business.

(b) If termination of this Agreement arises out of a default or defaults by You in complying with terms of this Agreement, We shall have the option to purchase (at Your cost) all or part of Your supplies and products used by You in the Franchised Business. Such option shall be exercised, if at all, in whole or in part, by Us upon or within fifteen (15) days of termination of this Agreement. It is expressly understood that this provision is an option that We may or may not exercise, and that We are under no obligation to do so. We shall have the right to set off all amounts due from You against any payment We would otherwise make to You under this Subsection. You shall have the right to maintain Your own property not bearing any of Our marks, including equipment and supplies, and are under no obligation to sell such property to Us.

35. NOTICES

All notices required to be given hereunder shall be in writing and all such notices, and any other material required to be delivered hereunder, shall be considered duly given if (i) hand delivered or (ii) sent by registered or certified mail, postage prepaid, return receipt requested or (iii) sent by overnight delivery paid for by sender, and addressed as follows:

(a) If to Us at:
100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915

(b) If to You at:

or at such other address as We or You shall have specified by written notice to the other party hereunder. Such notice shall be deemed to have been received (i) if hand delivered, on the date delivered; (ii) if by registered or certified mail, then three (3) days after mailing; and (iii) if by overnight delivery, then the day after being sent.

36. ARBITRATION

(a) We and You agree that it is in each of our best interests to resolve claims, controversies and disputes arising out of or relating to Your operation of the Franchised Business under this Agreement between them in an orderly fashion and in a consistent manner. For that reason, We

and You agree as follows:

(i) Except for matters where either party seeks equitable relief, neither party will seek a judicial resolution of a dispute between them without first requesting a meeting or telephone conference with the other party by written notice, which notice will designate a party who is a senior executive with authority to reach a resolution of the dispute on their behalf. The party receiving the notice will also designate a representative of similar authority for the purpose of discussing the specific matter in dispute. If the Franchisee is an individual, You will be Your designated representative. At least one meeting or telephone conference of the designated representatives will be held in an effort to resolve the dispute. The parties will agree on a location, date and time for the meeting or telephone conference which must be within thirty (30) days of the initial notice. If the meeting(s) and/or telephone conferences do not resolve the dispute, either party may pursue mediation in accordance with Subsection 36(a)(ii).

(ii) If the dispute is not resolved pursuant to Subsection 36(a)(i), the parties shall submit the dispute to mediation in accordance with the Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes) of the American Arbitration Association ("AAA") unless both parties agree to waive mediation and proceed directly to arbitration as set forth in Subsection 36(a)(iii). Each party will bear their own costs and fees of the mediation, however, the mediator's fee will be split equally between the parties.

(iii) If the parties have not resolved a claim, controversy or dispute by negotiation, mediation, or otherwise (which the parties will make a diligent effort to do) or if a claim, controversy or dispute arises subsequent to the termination or expiration of this Agreement, such claim, controversy or dispute shall be referred to Arbitration in accordance with the AAA's Commercial Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Commercial Disputes), as amended (and specifically including the Optional Rules). If such Rules are in any way contrary to or in conflict with this Agreement, the terms of this Agreement shall control. The Arbitrator shall apply the Federal Rules of Civil Procedure and the Federal Rules of Evidence to the extent possible while, in Arbitrator's discretion, still effecting the arbitration goal of streamlined administrative procedure. The law of the Commonwealth of Massachusetts shall govern the construction and interpretation of this Agreement in Arbitration.

(b) The Arbitration proceedings shall be conducted before a single Arbitrator, selected in accordance with AAA Rules, who shall be a member of the bar of the Commonwealth of Massachusetts who has been actively engaged in the practice of law for at least ten (10) years. Prior to the commencement of hearings, the Arbitrator shall provide an oath of undertaking of impartiality.

(c) Arbitration shall be conducted in Massachusetts (or, if the AAA office in Massachusetts is no longer in existence, at the location of the AAA nearest to the Commonwealth of Massachusetts). The award of the Arbitrator shall be final and judgment upon the award rendered

in Arbitration may be entered in any court having jurisdiction thereof. The costs and expenses of Arbitration, including compensation and expenses of the Arbitrator, shall be borne by the non-prevailing party.

(d) Any party to this Agreement may bring an action, including a summary or expedited proceeding to compel Arbitration of any such dispute or controversy, in a court of competent jurisdiction in Massachusetts and, further, may seek provisional or ancillary remedies including temporary or injunctive relief in connection with such dispute or controversy, without providing or posting any bond or security regardless of any legal requirements to do so, provided that the dispute or controversy is ultimately resolved through binding Arbitration conducted in accordance with the terms and conditions of this Agreement.

(e) In proceeding with Arbitration and in making determinations hereunder, the Arbitrator shall not extend, modify or suspend any terms of this Agreement or the reasonable standards of business performance and operation established by Us in good faith. Notice of, or request to, or demand for arbitration shall not stay, postpone or rescind the effectiveness of any termination of this Agreement. In the event that either Party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such Party notwithstanding said failure to appear.

f) Whenever We reserve or are deemed to have reserved discretion in a particular area or where We agree or are deemed to be required to exercise Our rights reasonably or in good faith, We will satisfy Our obligations whenever We exercise Reasonable Business Judgment in making Our decision or exercising Our rights. Our decisions or actions will be deemed to be the result of Reasonable Business Judgment, even if other reasonable or even arguably preferable alternatives are available, if Our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Our financial or other individual interest. Examples of items that will promote or benefit the System include without limitation enhancing the value of the Marks, improving client service and satisfaction, improving service or product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System. We are not required to consider any of Your or any other franchisee's particular economic or other circumstances when exercising Our Reasonable Business Judgment. Decisions We make using Our Reasonable Business Judgment will not affect all franchisees equally, and some may be benefited while others are not. Neither You nor any third party (including without limitation an arbitrator or a court of competent jurisdiction), shall substitute its judgment for Our Reasonable Business Judgment.

37. REMEDIES

(a) The parties agree that any claim for lost earnings or profits by You shall be limited to a maximum amount equal to the net profits of the Franchised Business for the prior year as shown on Your federal income tax return.

(b) The parties further agree that, in addition to such other damages awarded or any and all other damages We may have in the future for any violations of Your post-termination obligations, if this Agreement is terminated by Us because of Your default or if You terminate without cause,

You shall be liable to Us for a lump sum termination fee equal to the net present value of the Royalties and Advertising Fund Fees that would have become due for one (1) year following termination of this Agreement. Royalties and Advertising Fund Fees for purposes of this Section shall be calculated based on the Franchised Business' average monthly Gross Sales for the twelve (12) months preceding the termination date.

(c) In the event that there is any controversy or claim arising out of or relating to this Agreement, or to the interpretation, breach or enforcement thereof, and any arbitration, action or proceeding is commenced to enforce the provisions of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees, costs and expenses from the non-prevailing party. If You have not operated Your Franchised Business for at least twelve (12) months preceding the termination date, Royalty Fees and Marketing Fund Fees will be calculated based on the average monthly Gross Billings of all SUPPORTING STRATEGIES® franchised businesses during Our last fiscal year and the payment amount would be equal to the net present value utilizing the Prime Rate as published per the Wall Street Journal. This fee is in addition to, and not in lieu of any other damages We sustain as a result of the termination.

38. REMEDIES CUMULATIVE

All rights and remedies of the parties hereto shall be cumulative and not alternative, in addition to and not exclusive of any other rights or remedies which are provided for in this Agreement or which may be available at law or in equity in case of any actual or threatened breach, failure or default of any term, provision or condition of this Agreement or any other agreement between You and Us or Our Affiliates. The rights and remedies of the parties under this Agreement shall be continuing and may be exercised at any time or from time to time. The expiration, earlier termination, or exercise of Our rights pursuant to Section 31 of this Agreement shall not discharge or release You from any liability or obligation then accrued, or any liability or obligation continuing beyond, or arising out of, the expiration, the earlier termination, or the exercise of such rights under this Agreement.

39. LIMITATIONS OF CLAIMS

Except with regard to Your obligation to pay Us and Our affiliates Royalty Fees, any Advertising Fund Fees and other fees or payments of every nature and kind due from You pursuant to this Agreement or otherwise, any claims between the parties must be commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claim or such claim shall be barred. The parties understand that this time limit might be shorter than otherwise allowed by law. You agree that the sole recourse for claims arising between the parties shall be against Us or Our successors and assigns. You agree that Our shareholders, members, directors, officers, employees and agents and Our affiliates shall not be personally liable nor named as a party in any action between Franchisee and Franchisor. You and We further agree that, in connection with any such proceeding, each must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim that is not submitted or filed as described above shall be forever barred. The parties agree that any

proceeding will be conducted on an individual, not a class-wide, basis and that a proceeding between You and Us may not be consolidated with another proceeding between Us and any other person or entity. No previous course of dealing shall be admissible to explain, modify, or contradict the terms of this Agreement. No implied covenant of good faith and fair dealing shall be used to alter the express terms of this Agreement.

40. INJUNCTIVE RELIEF

(a) Nothing in this Agreement shall bar Our right to seek specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause Us loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You specifically acknowledge that any failure by You to comply with the requirements of Sections 24, 25 and/or 26 of this Agreement will cause Us irreparable injury and that We shall be entitled to obtain specific performance of, and/or an injunction against any violation of, such requirements. You agree to pay all court costs and reasonable attorneys' fees incurred by Us in obtaining specific performance of, and/or an injunction against any violation of, the requirements of this Agreement. The foregoing remedies shall be in addition to any other legal or equitable remedies that We may possess.

(b) You agree that We will not be required to post a bond to obtain any injunctive relief and that Your only remedy if an injunction is entered against You will be to seek the dissolution of that injunction, if warranted, upon due hearing (all claims for damages by reason of the wrongful issuance of such injunction being expressly waived hereby).

(c) Should legal proceedings be brought against You to enforce any non-competition covenant or for Your failure to maintain confidentiality and protect against infringement, the period of restriction shall be deemed to begin running on the date of entry of an order granting Us injunctive relief and shall continue uninterrupted for the entire period of restriction.

41. DAMAGES AND WAIVER OF JURY TRIAL

The parties waive, to the extent permitted by law, any claim for punitive or exemplary damages against each other, regardless of each parties' respective right to such damages under the choice of law provision herein. Only claims, controversies or disputes involving You and no claims for or on behalf of any other franchisee, franchisor or supplier may be brought by You hereunder.

FURTHERMORE, YOU AND WE EACH IRREVOCABLY WAIVE OUR RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY. YOU AND WE ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL RIGHTS PROVIDES THE PARTIES WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND RESOLUTION OF ANY DISPUTE ARISING OUT OF THIS AGREEMENT AND ANY ASPECT OF THE PARTIES' RELATIONSHIP. YOU AND WE FURTHER ACKNOWLEDGE THE SUFFICIENCY AND RECEIPT OF MUTUAL CONSIDERATION FOR SUCH BENEFIT.

42. AMOUNTS OWED FRANCHISOR; COSTS AND ATTORNEYS' FEES

You shall, during the term of this Agreement and thereafter, promptly pay all sums owing to Us and Our Affiliates. If a claim for amounts owed by You to Us is asserted in any judicial proceeding, or We or You are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrators' and expert witness fees, cost of investigation and proof of facts, and court costs, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If We are required to engage legal counsel (including in-house counsel) in connection with any failure by You to pay when due all monies owed under this Agreement or submit when due any reports, information or supporting records, in connection with any failure to otherwise comply with this Agreement, You shall reimburse Us for any of the above-listed costs and expenses incurred by Us, regardless of whether or not any type of binding order or judgment is already entered. Your duty to pay such attorneys' fees and costs shall survive termination or expiration of this Agreement.

43. NO RIGHT TO SET OFF

You shall not be allowed to set off amounts owed to Us or Our affiliates for Royalties, fees, or other amounts due against any monies owed to You, which right of set off is hereby expressly waived by You.

44. WAIVER

No waiver by Us or by You of any covenant or condition or the breach of any covenant or condition of this Agreement to be kept or performed by the other party shall constitute a waiver by the waiving party of any subsequent breach of such covenant or condition or authorize the breach or non-observance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by Us of any payments due to Us hereunder shall not be deemed to be a waiver by Us of any preceding breach by You of any terms, covenants or conditions of this Agreement. Any conditional waiver granted by Us shall be subject to Our continuing review, may subsequently be revoked for any reason effective upon Your receipt of ten (10) days prior written notice to that effect, and shall be without prejudice to any other rights We may have.

45. CONSENTS

Whenever this Agreement requires Our approval or consent, You shall make a timely written request to Us and such approval shall be obtained in writing.

46. JOINT AND SEVERAL OBLIGATION

If You consist of more than one person, Your liability under this Agreement shall be joint and several.

47. GOVERNING LAW; CONSENT TO VENUE AND JURISDICTION

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act; 15 U.S.C. § 1051 et seq.), as amended, or other federal law, this Agreement and the franchise rights granted herein shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts which laws shall prevail in the event of any conflict of law. The parties agree, however, if the Franchised Business is not located in Massachusetts and the Franchisee is not a resident of, or domiciled in, Massachusetts, the provisions of any current or future Massachusetts franchise relationship laws and the regulations promulgated thereunder shall not apply to this Agreement or the Franchise relationship created hereby. If, however, any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced by this Agreement. All claims which, as a matter of law or public policy, cannot be submitted to arbitration in accordance with Section 36 shall be brought within Massachusetts in the judicial district in which We have Our principal place of business; provided, however, with respect to any action which includes injunctive relief, We may bring such action in any court in any state which has jurisdiction. You irrevocably submit to the jurisdiction of such courts and waive any objection You may have to either the jurisdiction or venue of such courts.

48. ENTIRE AGREEMENT; MODIFICATION

This Agreement and the Addenda constitute the entire Agreement between the parties with respect to its subject matter, and this Agreement supersedes all prior and contemporaneous oral and/or written agreements between the parties. No officer, employee or other servant or agent of Ours or Yours is authorized to make any representation, warranty or other promise not contained in this Agreement. No change, modification, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon Us or You unless in writing and signed by an authorized officer of both Franchisor and Franchisee.

Nothing in this Agreement is intended to disclaim the representations We have made in the Franchise Disclosure Document which We furnished to You.

49. SEVERABILITY

All provisions of this Agreement are severable, and this Agreement shall be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and any partially valid and enforceable provisions shall be enforced to the extent valid and enforceable. If any applicable law or rule requires a greater prior notice of the termination of this Agreement than is required hereunder, or requires the taking of some other action not required by the terms of this Agreement, the prior notice or other action required by such law or rule shall be substituted for the notice or other requirements hereof.

50. CONSTRUCTION

The term "You", "Your", and "Franchisee" as used herein is applicable to one or more persons, a corporation or partnership, or such other form of legal entity as We shall approve from time to time, as the case may be. References to "You", "Your", and "Franchisee" applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of Franchisee, if Franchisee is a corporation, or partnership or limited liability company or other legal business entity.

51. HEADINGS

The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

52. GENDER

Throughout this Agreement, wherever the context requires or permits, the neuter gender shall be deemed to include the masculine and feminine and the singular number, the plural and vice versa.

53. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

54. SPECIAL REPRESENTATIONS

You hereby represent as follows:

(a) You acknowledge that prior to the date of this Agreement, no other Agreement was entered into, and no funds were offered to or accepted by Us;

(b) You are aware of the fact that We may in the future modify Our franchise agreements, that some franchisees of Ours may operate under different forms of agreements, and, consequently, that Our obligations and rights in respect to Our various franchisees may differ materially in certain circumstances;

(c) You understand that any training, support, guidance or tools We provide to You as part of the franchise are for the purpose of protecting the SUPPORTING STRATEGIES® brand and Marks and to assist You in the operation of Your Franchised Business and not for the purpose of controlling or in any way intended to exercise or exert control over Your decisions or day-to-day operations of Your Franchised Business, including Your sole responsibility for the hiring, wages and other compensation (including benefits), training, supervision and termination of Your employees and all other employment and employee related matters; and

The following provision applies only to franchisees and franchises that are subject to state franchise registration/disclosure laws in California, Hawaii, Illinois, Indiana, Maryland,

Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

55. EFFECTIVE DATE

This Agreement shall not be effective until accepted by Us as evidenced by signing by an authorized Managing Member of Franchisor.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement As Of The Day and Year specified in the pre-amble,

"**FRANCHISOR**": **SUPPORTING STRATEGIES PARTNERS, LLC**

BY:_____

OFFICE HELD:_____

"**FRANCHISEE**":_____

_____

(SIGNATURE AND DESIGNATION OF SOLE PROPRIETOR OR PARTNER AS THE CASE MAY BE)

"**FRANCHISEE**":_____

_____

(SIGNATURE AND DESIGNATION OF SOLE PROPRIETOR OR PARTNER AS THE CASE MAY BE)

"BUSINESS ENTITY FRANCHISEE, MEMBERS, SHAREHOLDERS, OFFICERS, MANAGERS"

In the event Franchisee is a corporation, limited liability company or other legal entity then in accordance with this Agreement, the undersigned, who are each either executive officers or shareholders or members, or other equity participants of the Franchisee, each agree to be jointly and severally personally liable for Franchisee's payment and performance of this Agreement as defined by the terms of the Personal Guaranty attached as Addendum C and join in this Agreement on behalf of Franchisee.

"FRANCHISEE": _____

_____	_____
PRINT NAME	SIGNATURE
_____	_____
OFFICER TITLE/NATURE OF EQUITY INTEREST	DATE
_____	_____
PRINT NAME	SIGNATURE
_____	_____
OFFICER TITLE/NATURE OF EQUITY INTEREST	DATE

ADDENDUM A TO FRANCHISE AGREEMENT

FRANCHISEE'S DESIGNATED TERRITORY

In accordance with the provisions of Section 3 of the Franchise Agreement, Franchisee is granted a Designated Territory, hereinafter referred to as "Franchisee's Designated Territory", which encompasses a population of _____ Thousand (__,000) small businesses (defined as businesses with one (1) to one hundred (100) employees). The population in Franchisee's Designated Territory was determined by review of a combination of records of business establishments, employment, occupation and retail sales which track population counts in Franchisee's area.

The designated area highlighted on the attached map and marked with geographic boundaries or otherwise described on the attached Exhibit A-1 is the Designated Territory in which the Franchisee shall have the right to use the Licensed Rights as set forth in the Franchise Agreement.

Dated this ___ day of _____, 20__.

FRANCHISEE(S):
By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By:_____
Name:_____
Title:_____

Exhibit A-1
Territory Map designated area depicted in _____.

Consisting of the following Zip Codes:

ADDENDUM B TO FRANCHISE AGREEMENT

NOTICE OF KEY EMPLOYEES

In accordance with the provisions of Section 11 of the Franchise Agreement, the following list of owners, partners, and/or employees, if any, are hereby identified as Key Employees of Franchisee and/or the Franchised Business.

KEY EMPLOYEES:

NAMES	RELATIONSHIP TO FRANCHISEE
_____	_____
_____	_____
_____	_____
_____	_____

Dated this ___ day of _____, 20__.

FRANCHISEE:
By:_____
Name:_____
Title:_____

By:_____
Name:_____
Title:_____

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By:_____
Name:_____
Title:_____

ADDENDUM C TO FRANCHISE AGREEMENT
GUARANTY AGREEMENT

This guaranty agreement is entered into on this ____ day of _____,20___, between _____ _____ with its principal address at _____ _____("Guarantor") and SUPPORTING STRATEGIES PARTNERS, LLC with its principal address at 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915 ("Franchisor")

A. Franchisor and _____("Franchisee") have entered into a Franchise Agreement dated _____.

B. Guarantor is a shareholder, director, officer, member, trustee and/or partner of Franchisee.

C. In consideration of and as an inducement to Franchisor to enter into the Franchise Agreement with Franchisee, Guarantor hereby covenants and agrees as follows:

1. Guarantor warrants that the facts contained in Recital A and B are correct;

2. Guarantor has read the terms and conditions of the Franchise Agreement;

3. Guarantor personally and unconditionally makes all the covenants, representations and agreements of Franchisee set forth in the Franchise Agreement and that Franchisee is obligated to perform thereunder;

4. Guarantor personally, unconditionally and irrevocably guarantees to Franchisor and its successors and assigns that all of Franchisee's obligations, undertakings, agreements and covenants set forth in the Franchise Agreement will be punctually paid and performed during the term of the Franchise Agreement and thereafter, as applicable;

5. Guarantor unconditionally and irrevocably agrees to be personally bound by, and personally liable for the breach of, each and every provision of the Franchise Agreement by Franchisee;

6. Upon default by Franchisee or notice from Franchisor, Guarantor will immediately make each payment and perform each obligation required of Franchisee under the Franchise Agreement;

7. Without affecting the obligations of any guarantor under this Guaranty Agreement, Franchisor may, without notice to Guarantor, waive, renew, extend, modify, amend or release any indebtedness or obligation of Franchisee or any guarantor, or settle, adjust or compromise any claims against Franchisee or any guarantor;

8. Guarantor waives all demands and notices of every kind with respect to enforcement of this Guaranty Agreement, including, without limitation, notice of presentment, demand for payment or performance by Franchisee, any default by Franchisee or any guarantor, and any release of any guarantor or other security for the Franchise Agreement or the obligations of Franchisee;

9. Franchisor may pursue its rights against any guarantor without first exhausting its remedies against Franchisee and without joining any other guarantor hereto and no delay on the part of Franchisor in the exercise of any right or remedy shall operate as a waiver of such right or remedy, and no single or partial exercise of such right or remedy shall preclude the further exercise of such right or remedy;

10. Upon receipt by Franchisor of notice of the death of Guarantor, the estate of deceased Guarantor shall be bound by the foregoing Guaranty Agreement, but only for defaults and obligations under the Franchise Agreement existing at the time of death; the obligations of all other guarantors shall continue in full force and effect;

11. This Guaranty Agreement will continue and is irrevocable during the term of the Franchise Agreement and, if required by the Franchise Agreement, after its termination or expiration;

12. Guarantor's obligations under this Guaranty Agreement are effective on the Effective Date of the Franchise Agreement, regardless of the actual date of signature;

13. This Guaranty Agreement is governed by Massachusetts law and Guarantor irrevocably submits to the jurisdiction and venue of the courts of Massachusetts;

14. If Franchisor is required to enforce this Guaranty Agreement in any judicial or arbitration proceeding or on any appeals, Guarantor must reimburse Franchisor for its enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorneys' assistants', arbitrators', and expert witness fees, costs of investigation and proof of facts, court costs, 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 Agreement; and

15. Guarantor acknowledges that he or she has obtained independent legal advice before signing this Guaranty Agreement.

16. In no event shall the payments owed to Franchisor by Guarantor under any section of the Franchise Agreement or pursuant to any section of this Guaranty Agreement exceed Fifty Thousand Dollars ($50,000.00) except that there shall be no cap on payments by Guarantor for breaches of Section 24 of the Franchise Agreement regarding the "Covenants of Non-Solicitation, Non-Disclosure and Non-Competition".

IN WITNESS WHEREOF Guarantor has signed this Guaranty Agreement under seal.

_____
Signature

_____
Print Name

_____
Address

_____

ADDENDUM D TO FRANCHISE AGREEMENT

PRINCIPAL OWNER'S STATEMENT

This form must be completed by the Franchisee ("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 to me.

l. **Form of Owner.** I am a (check one):

(i) General Partnership _____

(ii) Corporation _____

(iii) Limited Partnership _____

(iv) Limited Liability Company _____

(v) Other _____
Specify:_____

I was formed under the laws of _____.
(State)

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

Name of Person	**Position(s) Held**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

Owner's Name and Address	**Description of Interest**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

4. **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 INDIVIDUALS:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP:

_____
(Name)

By:_____

Title:_____

TRANSFER OF SERVICE AGREEMENT

_____
(Name of Telephone Company)

_____
(Address)

_____

In the event my SUPPORTING STRATEGIES® Franchised Business is discontinued for any reason, I hereby release the use of the following telephone number(s):

_____

used in conjunction with said business to Franchisor or its designee and any and all rights I may have in any telephone listings and/or directories.

_____ _____
(Present Customer's Signature) (Date)

SWORN AND SUBSCRIBED before me on this _____ day of _____, 20___, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public
State of _____
My Commission expires:
_____

I hereby assume all charges outstanding, either billed or unbilled, including White Pages directory charges, on the telephone number(s) listed above.

_____ _____
(New Customer's Signature) (Date)

SWORN AND SUBSCRIBED before me on this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

_____
Notary Public
State of _____
My Commission expires:
_____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

CONFIDENTIAL OPERATIONS MANUAL
TABLE OF CONTENTS

SUPPORTING strategies®

Table of Contents

Introduction **3**

Fundamentals **5**

Model 6
KPIs 12
Office Activities 12
Corporate Support 12
Requirements and Compliance 15

Success Area: Growth **19**

Model 20
KPIs 26
Office Activities 27
Corporate Support 28
Requirements and Compliance 29

Success Area: Talent **31**

Model 32
KPIs 36
Office Activities 36
Corporate Support 37
Requirements and Compliance 38

Success Area: Client Service Excellence **41**

Model 42
KPIs 47
Office Activities 47
Corporate Support 48
Requirements and Compliance 48

EXHIBIT D TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

LIST OF CURRENT & FORMER FRANCHISEES

CURRENT FRANCHISEES:

Arizona

Phoenix: Riggs Strategies, Inc., Charl Riggs, 2431 E. Mallory Street, Mesa, Arizona 85213 (480) 649-6424

Tucson: Spade Bookkeeping Services, LLC, Brenda & Derrick Espadas, 1024 Los Alamos St., Tucson, AZ 85704 (520) 379-3180*

California

Irvine: LH Financial Management, LLC, Pamela Zygmunt, 1747 West George Street, Chicago, Illinois 60657, (847) 528-9228

San Diego: Sangare Services, LLC, Stephanie Sangare, 2647 Gateway Road, #105-505, Carlsbad, California 92009, (617)744-3287

San Diego Downtown: T-Accountants LLC, Jane Gilpin, 1247 Pennsylvania Avenue, San Diego, California 92103 (619) 210-0407

Tahoe/Reno: Jennifer Ellermeyer, 10448 Eastbourne Court, Truckee, California 96161 (530) 212-8418

Colorado

Boulder Colorado: Cyclone Business Services, Inc., Jon Zimbeck, 10155 Atlanta Street, Parker, Colorado 80134, (720) 543-2235

Denver Colorado: Cyclone Business Services, Inc., Jon Zimbeck, 10155 Atlanta Street, Parker, Colorado 80134, (720) 543-2235

Denver Tech Center: Cyclone Business Services, Inc., Jon Zimbeck, 10155 Atlanta Street, Parker, Colorado 80134, (720) 543-2235

Connecticut

Eastern Connecticut: Eastern CT Bookkeeping Specialist, LLC, Cynthia Hallin, 337 Wall Street, Hebron, Connecticut 06248 (860) 209-5771*

Florida

Jacksonville: Headsail Business Services, LLC, Peter Denholm, 228 N. Checkerberry Way, St. Johns, Florida 32259 (904) 849-8099

Miami: ARMAFI Bookkeeping Services, LLC, Adrian Figueroa, 2030 S Douglas Road, Unit 617, Coral Gables, FL 33134 (305) 546-3860

Palm Beach: Headsail Business Services, LLC, Pete Denholm, 228 Checkerberry Way St., Johns, FL 32259 (904) 325-7043

Sarasota: Gerber Power Enterprises LLC, Jessica Gerber, Dawn Gerber, 7886 Moonstone Drive, Sarasota, Florida 34233 (941) 222-0342

South Florida: Headsail Business Services, LLC, Pete Denholm, 228 Checkerberry Way St., Johns, FL 32259 (904) 325-7043

St. Petersburg: Bout Accounting & Finance Group LLC, Tim Hudson, 2669 Renatta Drive, Belleair Bluffs, FL 33770 (727) 292-1699

Tampa: Better Bookeeping, LLC, Jeffrey Orchard, 3703 W. Granada Street, Tampa, Florida 33629, (813) 280-7785

Georgia

Atlanta: Upnext Business Solutions, LLC, Jonathan Ramey, 917 Fairfield Drive, Marietta, Georgia 30068 (770) 308-1400

Cobb County & Marietta: Glenn Fillis, 3827 Roswell Rd., Suite 200C, Marietta, GA 30062 (678) 429-1376

Hawaii

Hawaii: JAAV LLC, Jason Hino, 615 Hunalewa Street, Honolulu, HI 96816 (808)726-2075

Illinois

Chicago Far West Suburbs: Hershik Enterprises, Inc., Dawn Hershik, 1224 Catalpa Lane, Naperville, Illinois 60540, (630)475-4182.

Chicago Illinois: Boden Resources, Inc., David Dominguez, 1923 Ivy Way, Glenview, Illinois 60026, (312) 273-5210

Chicago Northwest Suburbs: Hawk Hollow Professional Corporation, Inc., Dee Johnson, 150 Orchards Pass, Bartlett, Illinois 60103-4644 (314) 602-5795

Chicago Southland: DeRose Strategies, Inc., Lynette DeRose, 1185 White Tail Drive, Manteno, Illinois 60950 (708) 906-7419

North Chicago: Alster Business Services, LLC, George Stephen, 1061 North Penny Lane, Palatine, Illinois 60067 (847) 890-9110

Kansas

Kansas City: Thomas Michael, Inc., Tom Ross, 11221 Roe Avenue, Suite 200, Leawood, Kansas

66211, (913) 215-9471

Maryland
Chesapeake Region: Close Reach Consultancy, Inc., Jeff Kordela, 211 Cartland Way, Forest Hill, Maryland 21050 (443) 912-6066

Montgomery, Howard & Carroll Counties - Maryland: MAB Financial Services, Inc., Steve Barber, 8705 Hawkins Creamery Road, Gaithersburg, Maryland 20882 (301) 442-4261*(Multiple Unit Developer)

Massachusetts
Central Massachusetts: Old Silver Strategies LLC, John Gleason, 37 Whaler Lane, Quincy, Massachusetts 02171, (617) 714-2085

Merrimack Valley: Merrimack Valley Bookkeeping Services LLC, Earle Durham, 59 Hidden Road, Methuen, Massachusetts 01844, (978) 213-8338

Metrowest: Old Silver Strategies, LLC, John Gleason, 37 Whaler Lane, Quincy, Massachusetts 02171 (617)714-2085

North Shore: Gleason Strategies, Inc., John Gleason, 37 Whaler Lane, Quincy, Massachusetts 02171, (617)714-2085

Rte 128: MH Partners, LLC, Therese Joslin, P.O. Box 413, Abington, Massachusetts 02351, (781) 313-8159

South Shore: MH Partners, LLC, Therese Joslin, P.O. Box 413, Abington, Massachusetts 02351, (781) 313-8159

Springfield and Western Massachusetts: Old Silver Strategies LLC, John Gleason, 37 Whaler Lane, Quincy, Massachusetts 02171 (617)714-2085 (Relocated from Maryland)

Maine
Southern Maine: Merrimack Valley Bookkeeping Services LLC, Earle Durham, 59 Hidden Road, Methuen, Massachusetts 01844, (978) 213-8338

Michigan
Detroit: Fitzgibbon Group, LLC, Bryan Fitzgibbon, 1305 Bedford Road, Grosse Point Park, Michigan 48230, (313) 209-5460

Flint: In Charge Accounting Services, Inc., Lynn Wise, 9033 Luea Lane, Swartz Creek, Michigan 48473, (810)535-9031*

Minnesota
Duluth & Stillwater: KMB Business Services, LLC, Kristine Barnes, 3789 Eagle Ridge Road, Duluth, MN 55803, (617) 744-3279

Minneapolis: Integral Bookkeeping, Inc., Dana DeZiel, 14631 83rd Street NE, Otsego, Minnesota 55330, (612) 248-1694

Rochester: Raban Financial Inc., Rajeeb Rath, 115 River Run Dr., Rochester, MN 55906 (507) 512-3803

Twin Cities South: Business Service Excellence LLC, Dawn and Lance Guth, 4970 Martindale Street NE, Prior Lake, Minnesota 55372

New Hampshire

Southern New Hampshire: Kunkel Consulting, LLC, Lori Kunkel, Jackson Kunkel, 55 Barr Farm Road, Bedford, New Hampshire 03110, (603) 263-7546

New Jersey

Bergen County New Jersey: J Bloom Associates, LLC, Jay Bloom, 4-10 2nd Street, Fair Lawn, New Jersey 07410, (201) 285-8501

Jersey City: Westrock Partners LLC, Michael Palazzolo, 41 e. Crescent Avenue, Mahwah, New Jersey 07430, (201) 416-0475

Newark Passaic County: Steele Business Solutions Corp., Doug Steele, 39 Lincoln Street, Glen Ridge, New Jersey 07028 (646) 322-0048

North Central New Jersey: Cohort 8, LLC, Nicolette Chin, 16 Drum Hill Drive, Summit, New Jersey 07901, (908) 500-8558

Northwest New Jersey: Your Remote Controller, Inc., Peter Holmes, 112 Bartley Flanders Road, Flanders, NJ 07836 (732) 629-1700

Princeton: Princeton Bookkeeping LLC, Marc Liebowitz, 4 Holly Lane, Lawrenceville, New Jersey 08648, (609) 232-8039

New York

Brooklyn – Staten Island, New York: LYJ Consulting, LLC, Jane Lvovskiy, 389 Colon Street, Staten Island, New York 10312, (718) 504-5643

Manhattan Financial District: 1st Choice Accounting, Naman Trivedi, 349 Fifth Avenue, New York, New York 10016 (212) 901-3295*

New York City: 1st Choice Accounting Inc., Naman Trivedi, 6925 Shore Road, 1C, Brooklyn, New York 11209, (212) 901-3295*

New York City Uptown: 1st Choice Accounting Inc., Naman Trivedi, 6925 Shore Road, 1C, Brooklyn, New York 11209, (212) 901-3295*

North Shore Long Island: C Giglia Consulting, LLC, Cheryl Giglia, 1 Shirley Court, East Northport, New York 11731, (631)230-5570

Nassau County: SSNC, LLC, Therese Joslin, 600 Shames Drive, Westbury, New York 11590, (781)816-5157

Queens: Yousem LLC, Jennifer Yousem, 444 East 82nd Street #24A, New York, New York 10028, (718) 808-9444*

North Carolina

Charlotte: BCBS Management, Inc., Alan Regdos, 2405 Gateway Lane, Lincolnton, North Carolina 28092, (704) 448-0241*

Durham & Chapel Hill North Carolina: SF Partners, Inc., Sandra Finerghty, 4315 Oakthorne Way, Raleigh, North Carolina 27613 (919) 280-2897

Raleigh North Carolina: The Sledge Organization, LLC, Jerry Sledge, 5421 Jessica Blvd., #14109, Raleigh, North Carolina 21607, (919) 355-0436*

Ohio

Central Ohio: Kazee, LLC, Georgean Schmidt, 2280 Township Road 188, Cardington, Ohio 43315, (614) 601-5057

Dayton: Deerfield Holdings LLC, Richard Hartley, 9484 Parkside Drive, Brookville, OH 45458, (937) 739-8425

Greater Cincinnati Ohio: CH OH!, LLC, Craig Feltner, 1163 Cleveland Avenue, Park Hills, Kentucky 41011, (513) 325-9551

Oklahoma

Oklahoma City, OK: Devonshire Financial Services, Kathryn Wilson, 1808 Devonshire Street, Nichols Hills, Oklahoma 73116, (405) 397-8166

Oregon

South Portland: Julie Lauka, 7623 SE 17th, Portland, OR 97202 (971) 256-0961

Pennsylvania

Lehigh Valley: White & Associates Small Business Controllership & Accounting Services, LLC, Ben White, 575 Texas Road, Easton, Pennsylvania 18042 (732) 947-2667

Pittsburgh: Mars Bookkeeping Services LLC, Stacey Palmer, 214 Cliffside Drive, Mars, Pennsylvania 16046, (412) 204-4022

South & East Pittsburgh: Penkar Enterprises, Inc., Christopher Pentrack, 110 Mattier Drive, Pittsburgh, PA 15238, (412) 226-0080

Rhode Island
Providence: MH Partners, LLC, Therese Joslin, P.O. Box 413, Abington, Massachusetts 02351, (781)816-5157

South Carolina
Columbia – Charleston: Innovative Bookkeeping LLC, Thomas Brad Strickland, Brent Mathews, 748 Stucco Lane, Mount Pleasant South Carolina 29464-8317, (843) 264-7343

Tennessee
Middle Tennesee: DKR Solutions, Inc., Dana Rathbun, 1450 Donna Road, Lewisburg, Tennessee 37091, (931)588-3110

Texas
Austin: H2Outsource, LLC, Andy Hale, 16414 Arbor Downs Drive, Dallas, Texas 75248 (214) 932-1491

Grapevine: Villarreal Business Services, Inc., Denise Villarreal, 1535 Wayside Drive, Keller, Texas 76248, (214) 773-8583*

North Dallas: H2Outsource, LLC, Andy Hale, 16414 Arbor Downs Drive, Dallas, Texas 75248 (214) 932-1491

North West Houston: Bookkeepng & Strategic Planning, Inc., Eduardo Ramirez, 3319 Solvista High Court, Spring, Texas 77386, (281) 204-2406

South West Houston: CA Link and Support, LLC, Linan Zhang, 4207 Birch Vale Lane, Sugar Land, Texas 77479, (346) 818-4346

Waxahachie: Neway Capital Solutions, Inc., Adam Wayne, 101 Brookview Court, Waxahachie, Texas 75165 (214) 773-8583

West Houston : Silver Lone Star Strategies, LLC, John Gleason, 37 Whaler Lane, Quincy, Massachusetts 02171, (617) 714-2085

Virginia
Northern Virginia: Vida, LLC, Indre Bauza, 1727 King Street, Ste. 300, Alexandria, Virginia 22314 (571) 298-8259

Reston: MAB Financial Services, Inc., Steve Barber, 8705 Hawkins Creamery Road, Gaithersburg, MA 20882, (301) 442-4261

Richmond: BD of VA, LLC, William Davis, 5520 Old Gainsmill Lane, Mechanicsville, Virginia 23111, (804) 220-8090

Tyson: Vida, LLC, Indre Bauza, 1727 King Street, Ste. 300, Alexandria, Virginia 22314, (571) 298-

8259

Washington
North Seattle Numer8, Inc., Jason Freilinger, 14001 13th Avenue SW, Burien, Washington 98166, (206) 401-9186

South Puget Sound – Tacoma Washington: Numer8, Inc., Jason Freilinger, 14001 13th Avenue SW, Burien, Washington 98166, (206) 401-9186

South Seattle: Puget Sound Partners, LLC, David Knox, 215 10th Avenue E, Apartment 729, Seattle, Washington 98102, (206) 201-0911

~~* Multiple Unit Developer~~

SIGNED BUT NOT OPENED: **None**

FORMER FRANCHISEES:

California
Central California: Accounting Innovations, LLC, Karen Rinehart, 274 West Lester Avenue, Clovis, California 93619 (559) 321-8033 (Reacquired)

Connecticut
Bridgeport: Supporting Strategies, LLC, 100 Cummings Center, Suite 207P, Beverly, MA 01915 (617)744-3279 (Affiliate - Reacquired)

Greenwich/White Plains, NY: Supporting Strategies, LLC, 100 Cummings Center, Suite 207P, Beverly, MA 01915 (617) 744-3279 (Affiliate - Reacquired)

Hartford: TM Accountants, LLC, Tanya Maher, 112 Cortland Way, North Granby, Connecticut 06060 (860) 207-8469 (Reacquired)

New Haven: Supporting Strategies, LLC, 100 Cummings Center, Suite 207P, Beverly, MA 01915 (617) 744-3279 (Affiliate - Reacquired)

Stamford: Supporting Strategies, LLC, 100 Cummings Center, Suite 207P, Beverly, MA 01915 (617) 744-3279 (Affiliate - Reacquired)

Delaware
Wilmington: Betterwiser Accounting, Inc., Gianluca Santinelli, 1105 Thunder Hill Road, Lincoln University, Pennsylvania 19352 (610) 766-0869 (Reacquired)

Louisiana
New Orleans: MSM Business Holdings, LLC, Bryce Ledet, 501 Canal Boulevard, Thibodaux, Louisiana 70301

Massachusetts
Boston: Supporting Strategies, LLC, Leslie Jorgensen, 14th Floor 1 Broadway, Cambridge, Massachusetts 02142, (978) 236-4277 Ext 200 (Affiliate - Reacquired)

Michigan
Lansing Jackson: Jacokes Financial Group, LLC, Brad Jacokes, 3368 Camino Del Sol Drive, Williamston, Michigan 48895 (313) 938-7366

Ohio
Columbus: Kirkpatrick Group Accounting Services LLC, Larry Kirkpatrick, 605 Heron Drive, Galloway, Ohio 43119, (614) 310-8897

Pennsylvania
Philadelphia: Supporting Strategies, LLC, 100 Cummings Center, Suite 207P, Beverly, MA 01915 (617) 744-3279 (Affiliate - Reacquired)

South Carolina
Myrtle Beach SC & Wilmington NC: The Books Add Up, LLC, Steven Manz, 719 Treaty Court, Myrtle Beach, South Carolina 29588, (423) 737-5988

Wisconsin
Milwaukee: Supporting Strategies, LLC, 100 Cummings Center, Suite 207P, Beverly, MA 01915 (617) 744-3279 (Affiliate - Reacquired)

*From January 1, 2024 through September 30, 2024 the following thirteen Franchises, included above through 2023, have been mutually terminated.

Arizona
Tucson: Spade Bookkeeping Services, LLC, Brenda & Derrick Espadas, Tucson, AZ 85704 (520) 379-3180

Connecticut
Eastern Connecticut: Eastern CT Bookkeeping Specialist, LLC, Cynthia Hallin, Hebron, Connecticut 06248 (860) 209-5771

Michigan
Flint: In Charge Accounting Services, Inc., Lynn Wise, Swartz Creek, Michigan 48473, (810)535-9031

New York
Manhattan Financial District: 1st Choice Accounting, Naman Trivedi, New York, New York 10016 (212) 901-3295

New York City: 1st Choice Accounting Inc., Naman Trivedi, Brooklyn, New York 11209, (212) 901-

3295

New York City Uptown: 1st Choice Accounting Inc., Naman Trivedi, Brooklyn, New York 11209, (212) 901-3295

Queens: Yousem LLC, Jennifer Yousem, New York, New York 10028, (718) 808-9444

North Carolina
Charlotte: BCBS Management, Inc., Alan Regdos, Lincolnton, North Carolina 28092, (704) 448-0241

Raleigh North Carolina: The Sledge Organization, LLC, Jerry Sledge, Raleigh, North Carolina 21607, (919) 355-0436

Texas
Grapevine: Villarreal Business Services, Inc., Denise Villarreal, Keller, Texas 76248, (214) 773-8583

Washington
North Seattle Numer8, Inc., Jason Freilinger, Burien, Washington 98166, (206) 401-9186

South Puget Sound – Tacoma Washington: Numer8, Inc., Jason Freilinger, Burien, Washington 98166, (206) 401-9186

EXHIBIT E TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

FINANCIAL STATEMENTS

Supporting Strategies Partners, LLC
Interim Financial Statements

For the period ended July 31, 2024

Supporting Strategies Partners, LLC

Balance Sheet

As of July 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	$1,507,885
Accounts Receivable	$110,939
Other Current Assets	$1,373,470
Total Current Assets	**$2,992,294**
Other Assets	$1,013,347
TOTAL ASSETS	**$4,005,641**
LIABILITIES AND EQUITY	
Liabilities	$1,470,013
Equity	$2,535,628
TOTAL LIABILITIES AND EQUITY	**$4,005,641**

Supporting Strategies Partners, LLC

Profit and Loss

January - July, 2024

	TOTAL
Income	
4000 Direct Services Revenue	7,555,016
4100 Franchise Network Revenue	3,538,411
Total Income	**$11,093,427**
Cost of Goods Sold	$5,196,203
GROSS PROFIT	$5,897,224
Expenses	$4,936,390
NET OPERATING INCOME	$960,834
Other Income	$1,980,397
Other Expenses	$592,155
NET OTHER INCOME	$1,388,241
NET INCOME	$2,349,075

Supporting Strategies Partners, LLC

Statement of Cash Flows

January - July, 2024

	TOTAL
OPERATING ACTIVITIES	
Net Income	2,349,075
Adjustments to reconcile Net Income to Net Cash provided by operations:	**(765,506)**
Net cash provided by operating activities	**$1,583,569**
INVESTING ACTIVITIES	**$14,000**
FINANCING ACTIVITIES	**$ (1,534,482)**
NET CASH INCREASE FOR PERIOD	**$63,087**
Cash at beginning of period	1,444,798
CASH AT END OF PERIOD	**$1,507,885**

Supporting Strategies Partners, LLC

Financial Statements
December 31, 2023

Our service will be so awesome that we will become your benchmark for measuring all other professionals®

Business Consultants &
Certified Public Accountants

SUPPORTING STRATEGIES PARTNERS, LLC
INDEX TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

PAGES

INDEPENDENT AUDITORS' REPORT.....2-4

BALANCE SHEET.....5-6

STATEMENT OF OPERATIONS AND MEMBERS' EQUITY.....7-8

STATEMENT OF CASH FLOWS.....9-10

NOTES TO FINANCIAL STATEMENTS.....11-18

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION.....19

SCHEDULE OF OPERATING EXPENSES.....20

Business Consultants &
Certified Public Accountants

100 Front Street, 16th Floor
Worcester, MA 01608
Tel: (508) 757-3311
Fax: (508) 752-3577

INDEPENDENT AUDITORS' REPORT

To the Members of
Supporting Strategies Partners, LLC
Beverly, Massachusetts

Opinion

We have audited the accompanying financial statements of Supporting Strategies Partners, LLC (a Delaware limited liability company), which comprise the balance sheet as of December 31, 2023, and the related statements of operations and members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above presents fairly, in all material respects, the financial position of Supporting Strategies Partners, LLC as of December 31, 2023, and the results of its operations and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Supporting Strategies Partners, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Supporting Strategies Partners, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Supporting Strategies Partners, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Supporting Strategies Partners, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

S&G, LLP
Worcester, Massachusetts
May 3, 2024

SUPPORTING STRATEGIES PARTNERS, LLC
BALANCE SHEETS
DECEMBER 31, 2023

ASSETS

CURRENT ASSETS		
Cash	$	1,444,797
Receivables - trade - net		656,872
Prepaid expenses		145,016
Current portion of long-term other asset		97,004
TOTAL CURRENT ASSETS		2,343,689
OTHER ASSETS		
Security deposit		3,240
Due from member		12,255
Intellectual property		200,000
WorkPlace 2.0 - net		222,521
Goodwill - net		222,000
Long-term portion of other asset		354,425
TOTAL OTHER ASSETS		1,014,441
TOTAL ASSETS	$	3,358,130

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
BALANCE SHEETS
DECEMBER 31, 2023

LIABILITIES AND MEMBERS' EQUITY

CURRENT LIABILITIES		
Payables - trade	$	304,467
Accrued liabilities		319,673
Contract liabilities		47,124
Current portion of deferred revenue		207,573
TOTAL CURRENT LIABILITIES		878,837
LONG-TERM LIABILITY		
Long-term portion of deferred revenue		768,877
TOTAL LIABILITIES		1,647,714
MEMBERS' EQUITY		1,710,416
TOTAL LIABILITIES AND MEMBERS' EQUITY	$	3,358,130

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENT OF OPERATIONS AND MEMBERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2023

REVENUE		
Bookkeeping	$	11,222,762
Royalties		5,463,479
Virtual keys		1,372,100
Project and implementation fees		844,391
Franchise sales		220,572
TOTAL REVENUE		19,123,304
COST OF REVENUE		
Direct salaries and related expenses		6,906,939
Client technology		366,223
Franchise acquisition and development		150,108
Platform user fees		981,667
TOTAL COST OF REVENUE		8,404,937
GROSS PROFIT		10,718,367
OPERATING EXPENSES		7,439,604
INCOME FROM OPERATIONS		3,278,763
OTHER INCOME (EXPENSE)		
Interest expense		(42,417)
Interest income		6,500
Miscellaneous income		35,133
TOTAL OTHER EXPENSE		(784)
NET INCOME BEFORE PROVISION FOR STATE INCOME TAXES		3,277,979
PROVISION FOR STATE INCOME TAXES		45,327
NET INCOME	$	3,232,652

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENT OF OPERATIONS AND MEMBERS' EQUITY
FOR THE YEAR ENDED DECEMBER 31, 2023

MEMBERS' EQUITY, BEGINNING OF YEAR	$	1,257,988
ACQUISITION OF SUPPORTING STRATEGIES, LLC		(261,894)
MEMBER DISTRIBUTIONS		(2,518,330)
MEMBERS' EQUITY, END OF YEAR	$	1,710,416

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

CASH FLOWS FROM OPERATING ACTIVITIES	
Net income	$ 3,232,652
Adjustments to reconcile net income to net cash provided by operations:	
Amortization	148,830
Provision for credit losses	53,650
Changes in operating assets and liabilities:	
(Increase) decrease in:	
Receivables - trade - net	(184,920)
Prepaid expenses	117,298
Other asset	150,108
(Decrease) increase in:	
Payables - trade	(6,813)
Accrued liabilities	(315,371)
Deferred revenue	(220,572)
Customer deposits	29,082
Total adjustments	(228,708)
NET CASH PROVIDED BY OPERATING ACTIVITIES	3,003,944
CASH FLOWS FROM INVESTING ACTIVITIES	
Acquistion of goodwill	(240,000)
Repayment of promissory note receivable	1,000,000
Advances to member	(7,198)
CASH FLOWS PROVIDED BY INVESTING ACTIVITIES	752,802
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on notes payable - members	(833,101)
Stockholder distributions	(2,518,330)
NET CASH USED BY FINANCING ACTIVITIES	(3,351,431)
NET INCREASE IN CASH	405,315
CASH, BEGINNING OF YEAR	1,039,482
CASH, END OF YEAR	$ 1,444,797

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2023

SUPPLEMENTAL DISCLOSURES

Cash paid for interest and income taxes were as follows:

Interest	$ 42,417
Income taxes	$ 57,585

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2023

1. NATURE OF OPERATIONS

Supporting Strategies Partners, LLC (the "Company"), is a limited liability company organized pursuant to the provisions of the Delaware Limited Liability Company Act. The Company engages in franchising the business of providing outsourced bookkeeping, accounting, and related services.

On December 31, 2023, Supporting Strategies, LLC, a company related through common control, merged into the Company. Supporting Strategies, LLC is a limited liability company organized pursuant to the provisions of the Delaware Limited Liability Company Act. The Company engages in the business of providing outsourced bookkeeping, accounting, and related services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, certain revenues are recognized when earned rather than when cash is received, and certain expenses are recognized when the obligation is incurred rather than when the cash is disbursed.

Use of Estimates

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

Cash

Cash includes all cash balances and highly liquid investments with an initial maturity of three months or less.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Receivables – Trade – Net

Trade receivables are stated at the amount management expects to collect from balances outstanding at year end. On a periodic basis, management evaluates its trade receivables and establishes an allowance for credit losses, when deemed necessary (Note 4). The Company's policy is to not accrue interest on trade receivables. The allowance as of December 31, 2023 was $28,000.

Intellectual Property

Intellectual property refers to patents, trade secret rights, copyrights, mask works, trademarks, service marks, trade dress and similar rights of any type under the laws of the governmental authority, including goodwill arising out of the business related transactions. The Company has intellectual property in the amount of $200,000 as of December 31, 2023. The intellectual property has an indefinite useful life and is not being amortized.

The Company adheres to the provisions of FASB ASC 350-30 "Intangibles Other than Goodwill." Accordingly, the carrying value of the intellectual property is reviewed by the Company at least annually. As of December 31, 2023, management believes all intellectual property assets are fairly valued and are not impaired.

WorkPlace 2.0

WorkPlace 2.0 is an interactive software application the Company developed to replace its current "WorkPlace" online suite of tools. The project's intended use is to provide the Company, its employees, and its franchisees with an efficient technology for managing their day-to-day workflow. The software application and subsequent enhancements were programmed by an outside vendor and the costs were capitalized and are being amortized in accordance with FASB ASC 350-40 "Internal-Use Software." Amortization expense related to Workplace 2.0 was $130,830 for the year ended December 31, 2023.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

WorkPlace 2.0 (continued)

The annual amortization expense is as follows:

Year Ending December 31,	Amount
2024	$ 122,554
2025	95,669
2026	4,298
Total	$ 222,521

Goodwill

The Company adheres to the provisions of FASB ASC 350, "Goodwill and Other Intangible Assets," and has elected to amortize its goodwill on the straight-line method over ten years, and review the goodwill for impairment annually. Impairment is measured as the excess of carrying value over the fair value of an intangible asset with an indefinite life. Amortization expense related to goodwill was $18,000 for the year ended December 31, 2023.

The annual amortization expense is as follows:

Year Ending December 31,	Amount
2024	$ 24,000
2025	24,000
2026	24,000
2027	24,000
2028	24,000
Thereafter	102,000
Total	$ 222,000

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Asset

Other asset consists of the fees associated with the sale of a franchise acquisition. In accordance with FASB ASC 606 "Revenue from Contracts with Customers," these fees have been capitalized and are amortized over the life of the franchise license. As of December 31, 2023, the unamortized balance was $451,429.

Deferred Revenue

The estimated amount of deferred revenue equals the transaction price allocated to unfulfilled performance obligations. As of December 31, 2023, deferred revenue was $976,450, which consisted of initial franchise fees that are amortized over the life of the franchise license in accordance with FASB ASC 606 "Revenue from Contracts with Customers." The amount of deferred revenue that is expected to be recognized in future years is as follows:

Year Ending December 31,		Amount
2024	$	207,573
2025		193,406
2026		174,348
2027		155,965
2028		102,723
Thereafter		142,435
Total	$	976,450

Revenue Recognition

The Company accounts for revenue from franchise fees using the accounting method prescribed under FASB ASC 606 "Revenue from Contracts with Customers." ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. Initial franchise fees are recognized as the Company satisfies the performance obligation over the franchise term, which is 10 years. Payment of the initial franchise fee is due at the signing of the franchise agreement. Revenue recognized from franchise sales for the years ended December 31, 2023 totaled $220,572.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition (continued)

Royalties are based on a percent of sales and are recognized at the same time that the underlying sales occur. Training, marketing, and virtual key fees are recognized as the revenues are earned.

Marketing

The Company expenses marketing costs as they are incurred. Marketing costs amounted to $338,934 for the year ended December 31, 2023.

Income Taxes

The Company is a limited liability company that has elected to be taxed as a partnership for federal and state income tax purposes. This election provides for the net income or loss of the Company to be reported on the individual level rather than at the partnership level. Accordingly, the Company pays no federal income tax on its profits and receives no benefit from its losses. In certain states, the Company reports the tax for the individual members at the partnership level.

As of December 31, 2023, the income tax returns for the Company are subject to potential examination by taxing authorities for the years ended December 31, 2020 through 2023.

Recently Issued Accounting Standards

On January 1, 2023, the Company adopted FASB ASU 2016-13, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The guidance requires an entity to utilize a new impairment model known as the current expected credit loss ("CECL") model to estimate its lifetime "expected credit losses" and record an allowance that, when deducted from the amortized cost basis of the financial assets, presents the net amount expected to be collected on the financial assets. The CECL framework is expected to result in earlier recognition of credit losses and is expected to be significantly influenced by the composition, characteristics and quality of the Company's financial instruments, as well as the prevailing economic conditions and forecasts. The Company adopted this new guidance utilizing the modified retrospective transition method. The adoption of this standard did not have a material impact on the Company's financial statements but did change how the allowance for credit losses is determined. An allowance for credit losses has been established in the amount of $28,000 as of December 31, 2023.

3. RECEIVABLES – TRADE – NET

The receivables - trade - net balance included in the accompanying balance sheet includes the following:

Receivables - trade	$ 684,872
Less: allowance for credit losses	(28,000)
Receivables – trade – net	$ 656,872

4. ALLOWANCE FOR CREDIT LOSSES

An allowance for credit losses is an estimate of the lifetime expected credit losses inherent in finance receivables as of the balance sheet date based upon historical account write-off trends, facts about the current financial condition of the debtor, forecasts of future operating results based upon current trends and macroeconomic factors.

Receivables - Trade

Credit quality is monitored through the timing of payments compared to payment terms and known facts regarding the financial condition of debtors. The uncollectible portion of trade receivables is charged to the allowance for credit losses at the earlier of when an account is deemed to be uncollectible or when an account is 120 days delinquent, taking into consideration the financial condition of the customer or borrower, the value of the collateral, recourse to guarantors, and other factors.

The Company had the following activity for its allowance for credit losses:

Beginning balance	$ -0-
Provision for expected credit losses	28,000
Ending balance	$ 28,000

5. RELATED PARTY TRANSACTIONS

Due from Member

Due from member represents advances to a member. Since management does not expect the entire amount to be repaid within the next twelve months, the balance is classified as long-term on the balance sheet.

6. COMMITMENTS, CONTINGENCIES, AND UNCERTAINTIES

Leases

The Company leases its offices under an operating lease agreement expiring December 31, 2023. Upon expiration, the lease was renewed through December 31, 2024. The monthly rent payment was $935 for the year ended December 31, 2023. The Company also leases two part-time spaces as needed. Rent expense for the year ended December 31, 2023 was $26,110, and is included in facility expense.

7. CONCENTRATIONS

Concentration of Credit Risk

The Company maintains its cash balance at a federally insured institution. At times, cash balances may exceed the federal insured limit of $250,000. Management monitors the financial condition of the banking institution, along with its cash balances, and tries to keep this potential risk to a minimum. In March 2023, Silicon Valley Bank ("SVB"), the financial institution where the Company maintains its cash funds, failed following a series of financial instability. Regulators announced that the Federal Deposit Insurance Corporation ("FDIC") would take over SVB, establish a systemic risk exception, and protect depositors of the bank regardless if their accounts exceeded the FDIC insured limit of $250,000. On March 26, 2023, First Citizens Bank purchased most of SVB. The Company still has access to its entire funds deposited in the financial institution.

8. BUSINESS COMBINATION

On December 31, 2023, the Company announced that pursuant to the terms of a merger agreement (the "Merger Agreement"), Supporting Strategies, LLC merged with and into Supporting Strategies Partners, LLC with Supporting Strategies Partners, LLC continuing as the surviving company. Supporting Strategies, LLC was merged into Supporting Strategies Partners, LLC to enhance administrative efficiencies through corporate restructuring.

8. BUSINESS COMBINATION (Continued)

The following table summarizes the estimates of the carrying amounts of identifiable assets acquired and liabilities assumed in the merger as of the acquisition date:

Cash	$ 39,776
Receivables – trade – net	95,030
Prepaid expenses	38,416
Due from member	12,255
Goodwill – net	222,000
Total identifiable assets acquired	407,477
Payables – trade	198,824
Accrued liabilities	263,580
Contract liabilities	47,124
Due to related party	1,834,072
Total identifiable liabilities acquired	2,343,600
Net liabilities acquired	$ 1,936,123

In accordance with FASB ASC 805-50, "Transactions Between Entities Under Common Control," the financial statements include the results of operations for Supporting Strategies, LLC as though the merger had occurred at the beginning of the year.

9. SUBSEQUENT EVENTS

Subsequent events have been evaluated through May 3, 2024, which is the date the financial statements were available to be issued.

In 2024, the Company entered into several termination agreements with franchisees. As part of the agreement, each franchisee was required to make a payment to terminate the franchise agreement, as noted in the original contract. The total amount recognized by the Company for these agreements is $1,020,000.

Business Consultants &
Certified Public Accountants

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INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

To the Members of
Supporting Strategies Partners, LLC
Beverly, Massachusetts

We have audited the financial statements of Supporting Strategies Partners, LLC as of and for the year ended December 31, 2023, and our report thereon dated May 3, 2024, which expressed an unmodified opinion on those financial statements, appears on pages 2-4. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of operating expenses on page 20 is presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

S&G, LLP
Worcester, Massachusetts
May 3, 2024

SUPPORTING STRATEGIES PARTNERS, LLC
SCHEDULE OF OPERATING EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2023

OPERATING EXPENSES		
Salaries and benefits	$	4,713,256
Amortization		148,830
Credit losses		53,650
Donations		27,481
Facility		27,576
Insurance		87,428
Marketing		338,934
Miscellaneous		37,188
Office supplies		67,137
Professional fees and outside services		667,053
Taxes:		
Payroll		239,392
Other		24,774
Technology and subscription		621,474
Travel and entertainment		385,431
TOTAL OPERATING EXPENSES	$	7,439,604

See independent auditors' report on supplementary information.

Main Headquarters
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Phone: (508) 757-3311
www.sgllp.com

Supporting Strategies Partners, LLC

Financial Statements
December 31, 2022 and 2021

Our service will be so awesome that we will become your benchmark for measuring all other professionals®

Business Consultants &
Certified Public Accountants

SUPPORTING STRATEGIES PARTNERS, LLC
INDEX TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

PAGES

INDEPENDENT AUDITORS' REPORT 2-4

BALANCE SHEETS 5-6

STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT) 7-8

STATEMENTS OF CASH FLOWS 9-10

NOTES TO FINANCIAL STATEMENTS 11-18

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INDEPENDENT AUDITORS' REPORT

To the Members of
Supporting Strategies Partners, LLC
Beverly, Massachusetts

Opinion

We have audited the accompanying financial statements of Supporting Strategies Partners, LLC (a Delaware limited liability company), which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of operations and members' equity (deficit) and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above presents fairly, in all material respects, the financial position of Supporting Strategies Partners, LLC as of December 31, 2022 and 2021, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Supporting Strategies Partners, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Supporting Strategies Partners, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Supporting Strategies Partners, LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Supporting Strategies Partners, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

S&G, LLP
Worcester, Massachusetts
April 1, 2023

SUPPORTING STRATEGIES PARTNERS, LLC
BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 950,262	$ 547,216
Receivables - trade - net	624,024	450,952
Prepaid expenses	228,508	328,894
Current portion of promissory note receivable	602,194	-
Current portion of long-term other asset	106,650	106,350
TOTAL CURRENT ASSETS	2,511,638	1,433,412
OTHER ASSETS		
Security deposit	3,240	3,240
Intellectual property	200,000	200,000
WorkPlace 2.0 - net	353,351	490,893
Long-term portion of other asset	494,887	576,012
Promissory note receivable	397,806	-
TOTAL OTHER ASSETS	1,449,284	1,270,145
TOTAL ASSETS	$ 3,960,922	$ 2,703,557

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

LIABILITIES AND MEMBERS' EQUITY (DEFICIT)

	2022	2021
CURRENT LIABILITIES		
Current portion of notes payable - members	$ 640,573	$ 189,210
Current portion of deferred payroll taxes	-	28,683
Payables - trade	264,040	400,396
Accrued liabilities	233,093	183,116
Current portion of deferred revenue	236,156	267,000
TOTAL CURRENT LIABILITIES	1,373,862	1,068,405
LONG-TERM LIABILITIES		
Notes payable - members, net of current portion	-	640,573
Due to related party	240,789	1,551,461
Long-term portion of deferred revenue	1,088,283	1,222,283
TOTAL LONG-TERM LIABILITIES	1,329,072	3,414,317
TOTAL LIABILITIES	2,702,934	4,482,722
MEMBERS' EQUITY (DEFICIT)	1,257,988	(1,779,165)
TOTAL LIABILITIES AND MEMBERS' EQUITY (DEFICIT)	$ 3,960,922	$ 2,703,557

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
REVENUE		
Franchise sales	$ 353,741	$ 260,375
Training and marketing	175,000	106,525
Royalties	6,204,663	4,078,180
Virtual keys	1,551,391	1,313,800
TOTAL REVENUE	8,284,795	5,758,880
OPERATING EXPENSES		
Salaries and benefits	2,782,663	2,827,635
Amortization	137,542	140,045
Facility	17,831	16,981
Franchise acquisition and development	140,825	129,101
Insurance	52,145	40,429
Marketing	302,034	157,579
Miscellaneous	-	24,616
Office supplies	38,329	43,370
Professional fees and outside services	547,455	356,937
Taxes:		
Payroll	186,274	162,800
Other	38,722	18,467
Technology and subscription	2,120,700	1,723,845
Travel and entertainment	35,343	31,869
TOTAL OPERATING EXPENSES	6,399,863	5,673,674
INCOME FROM OPERATIONS	1,884,932	85,206
OTHER INCOME (EXPENSE)		
Interest	(47,779)	(55,597)
Paycheck Protection Program loan forgiveness	-	211,000
Litigation settlement	1,200,000	-
TOTAL OTHER INCOME	1,152,221	155,403
NET INCOME	$ 3,037,153	$ 240,609

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' EQUITY (DEFICIT)
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
MEMBERS' DEFICIT, BEGINNING OF YEAR	$ (1,779,165)	$ (2,019,774)
MEMBERS' EQUITY (DEFICIT), END OF YEAR	$ 1,257,988	$ (1,779,165)

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	$ 3,037,153	$ 240,609
Adjustments to reconcile net income to net cash provided by operations:		
Amortization	137,542	140,045
Paycheck Protection Program loan forgiveness	-	(211,000)
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Receivables - trade - net	(173,072)	(170,641)
Prepaid expenses	100,386	(67,382)
Other asset	80,825	69,101
(Decrease) increase in:		
Deferred payroll taxes	(28,683)	(28,682)
Payables - trade	(136,356)	148,345
Accrued liabilities	49,977	39,702
Deferred revenue	(164,844)	(126,900)
Total adjustments	(134,225)	(207,412)
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,902,928	33,197
CASH FLOWS FROM INVESTING ACTIVITIES		
Development of Workplace 2.0	-	(143,500)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on notes payable - members	(189,210)	(178,217)
Issuance of promissory note	(1,000,000)	-
Advances (payments) from related party	(1,310,672)	538,650
NET CASH (USED) PROVIDED BY FINANCING ACTIVITIES	(2,499,882)	360,433
NET INCREASE IN CASH	403,046	250,130
CASH, BEGINNING OF YEAR	547,216	297,086
CASH, END OF YEAR	$ 950,262	$ 547,216

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	2022	2021
SUPPLEMENTAL DISCLOSURE		
Cash paid for interest	$ 45,698	$ 57,678

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2022 AND 2021

1. NATURE OF OPERATIONS

Supporting Strategies Partners, LLC (the "Company"), is a limited liability company organized pursuant to the provisions of the Delaware Limited Liability Company Act. The Company engages in franchising the business of providing outsourced bookkeeping, accounting, and related services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, certain revenues are recognized when earned rather than when cash is received, and certain expenses are recognized when the obligation is incurred rather than when the cash is disbursed.

Use of Estimates

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

Cash

Cash includes all cash balances and highly liquid investments with an initial maturity of three months or less.

Receivables – Trade – Net

The Company carries its trade receivables at cost. On a periodic basis, management evaluates its trade receivables and establishes an allowance for doubtful accounts, when deemed necessary, based on its history of past write-offs and collections and current credit conditions. The Company's policy is to not accrue interest on trade receivables. The allowance as of December 31, 2022 and 2021 was $1,000.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Intellectual Property

Intellectual property refers to patents, trade secret rights, copyrights, mask works, trademarks, service marks, trade dress and similar rights of any type under the laws of the governmental authority, including goodwill arising out of the business related transactions. The Company has intellectual property in the amount of $200,000 as of December 31, 2022 and 2021. The intellectual property has an indefinite useful life and is not being amortized.

The Company adheres to the provisions of FASB ASC 350-30 "Intangibles Other than Goodwill." Accordingly, the carrying value of the intellectual property is reviewed by the Company at least annually. As of December 31, 2022 and 2021, management believes all intellectual property assets are fairly valued and are not impaired.

WorkPlace 2.0

WorkPlace 2.0 is an interactive software application the Company developed to replace its current "WorkPlace" online suite of tools. The project's intended use is to provide the Company, its employees, and its franchisees with an efficient technology for managing their day-to-day workflow. The software application and subsequent enhancements were programmed by an outside vendor and the costs were capitalized and are being amortized in accordance with FASB ASC 350-40 "Internal-Use Software." Amortization expense related to Workplace 2.0 was $137,542 and $140,045 for the years ended December 31, 2022 and 2021, respectively.

The annual amortization expense is as follows:

Year Ending December 31,	Amount
2023	$ 130,830
2024	122,554
2025	95,669
2026	4,298
Total	$ 353,351

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Asset

Other asset consists of the fees associated with the sale of a franchise acquisition. In accordance with FASB ASC 606 "Revenue from Contracts with Customers," these fees have been capitalized and are amortized over the life of the franchise license. As of December 31, 2022 and 2021, the unamortized balance was $601,537 and $682,362, respectively.

Deferred Revenue

The estimated amount of deferred revenue equals the transaction price allocated to unfulfilled performance obligations. As of December 31, 2022 and 2021, deferred revenue was $1,324,439 and $1,489,283, respectively. Of the total amounts, $25,000 consisted of training and marketing fees and sponsorships for 2021, that had not yet been earned by the Company and are expected to be earned in the following year. There were no training and marketing fees for 2022. The remaining amounts consisted of initial franchise fees of $1,324,439 and $1,464,283 as of December 31, 2022 and 2021, respectively, that are amortized over the life of the franchise license in accordance with FASB ASC 606 "Revenue from Contracts with Customers." The amount of deferred revenue that is expected to be recognized in future years is as follows:

Year Ending December 31,	Amount
2023	$ 234,156
2024	231,073
2025	215,906
2026	195,848
2027	176,965
Thereafter	268,491
Total	$ 1,324,439

Compensated Absences

Employees of the Company are entitled to paid vacation depending on their length of service. It is not practical to estimate the amount of compensation for future absences and, accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when paid to employees.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

The Company accounts for revenue from franchise fees using the accounting method prescribed under FASB ASC 606 "Revenue from Contracts with Customers." ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. Initial franchise fees are recognized as the Company satisfies the performance obligation over the franchise term, which is 10 years. Payment of the initial franchise fee is due at the signing of the franchise agreement. Revenue recognized from franchise sales for the years ended December 31, 2022 and 2021 totaled $353,741 and $260,375, respectively.

Royalties are based on a percent of sales and are recognized at the same time that the underlying sales occur. Training, marketing, and virtual key fees are recognized as the revenues are earned.

Marketing

The Company expenses marketing costs as they are incurred. Marketing costs amounted to $302,034 and $157,579 for the years ended December 31, 2022 and 2021, respectively.

Income Taxes

The Company is a limited liability company that has elected to be taxed as a partnership for federal and state income tax purposes. This election provides for the net income or loss of the Company to be reported on the individual level rather than at the partnership level. Accordingly, the Company pays no federal income tax on its profits and receives no benefit from its losses. In certain states, the Company reports the tax for the individual members at the partnership level.

As of December 31, 2022, the income tax returns for the Company are subject to potential examination by taxing authorities for the years ended December 31, 2019 through 2022.

3. RELATED PARTY TRANSACTIONS

Notes Payable - Members

The Company has promissory notes with two members.

Notes payable – members consist of the following at December 31:

	2022	2021
Note payable, with interest at 6 percent, unsecured, payable in monthly installments of principal and interest of $13,631, with a final balloon payment of the remaining balance due December 2023.	$ 448,052	$ 580,396
Note payable, with interest at 6 percent, unsecured, payable in monthly installments of principal and interest of $5,857, with a final balloon payment of the remaining balance due December 2023.	192,521	249,387
	640,573	829,783
Less: Current portion of notes payable - members	640,573	189,210
Total long-term notes payable - members	$ -0-	$ 640,573

Principal maturities of notes payable - members are as follows:

Year Ending December 31,	Amount
2023	$ 640,573

Due to Related Party

Due to related party represents advances from an entity related through common ownership. This payable is unsecured and does not bear interest. Since management does not expect the entire amount to be repaid in the next twelve months, the balance is classified as long-term on the balance sheets.

3. RELATED PARTY TRANSACTIONS (Continued)

Revenues

Supporting Strategies, LLC, a related party, purchased a franchise from the Company. Per the franchise agreement, the franchisee pays a royalty of 10 percent of its gross sales and a virtual key fee. During the years ended December 31, 2022 and 2021, the Company collected royalty fees of $1,016,920 and $732,133 from the related party, respectively. During the years ended December 31, 2022 and 2021, the Company collected virtual key fees of $126,200 and $144,320, respectively. At December 31, 2022 and 2021, the franchisee owed the Company $91,847 and $75,502, respectively, in royalty fees, virtual keys and other reimbursable expenses, which is included in trade receivables.

Services

Supporting Strategies, LLC, a related party, provides bookkeeping services to the Company. Total bookkeeping fees paid by the Company were $74,420 and $60,000 for the years ended December 31, 2022 and 2021, respectively, and is included in professional fees and outside services expense.

4. OTHER INCOME – CARES ACT

The Company applied for and was awarded a forgivable loan of $211,000 from the Paycheck Protection Program (PPP) established by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The funds were used to pay certain payroll costs, including benefits, during a 24-week period (the covered period) as defined in the CARES Act. A portion of these funds may be forgiven, as defined in the loan agreement, at the end of the covered period and the remainder of the funds will be due over a two-year period with interest at one percent. The Company received forgiveness of debt in the amount of $211,000 in May 2021, which has been recognized as other income in the statements of operations and members' equity (deficit).

5. COMMITMENTS, CONTINGENCIES, AND UNCERTAINTIES

Leases

The Company leases its offices as a tenant-at-will. The monthly rent payment was $935 and $900 for the years ended December 31, 2022 and 2021, respectively. The Company also leases part-time space as a tenant-at-will. The monthly rent payment was $375 and varied between $328 and $375 for the years ended December 31, 2022 and 2021, respectively. Rent expense for the years ended December 31, 2022 and 2021 was $15,722 and $14,876, respectively, and is included in facility expense.

5. COMMITMENTS, CONTINGENCIES, AND UNCERTAINTIES (Continued)

Uncertainties

The COVID-19 outbreak in the United States and globally is unprecedented and has had a significant impact on the economy, businesses, and organizations. The United States and other countries removed the majority of COVID-19 restrictions in 2022, but could potentially reinstate restrictions should there be a resurgence in virus. There is still some uncertainty around the pandemic's duration and future impact, particularly as new variants of the virus emerge. COVID-19 could result in continued market volatility and possible economic downturn. The future impact on the Company's financial position and operating results cannot be reasonably determined at this time.

6. CONCENTRATIONS

Concentration of Credit Risk

The Company maintains its cash balance at a federally insured institution. At times, cash balances may exceed the federal insured limit of $250,000. Management monitors the financial condition of the banking institution, along with its cash balances, and tries to keep this potential risk to a minimum. As disclosed in Note 7, the financial institution experienced economic risk in the subsequent year.

Concentration of Customers

One franchisee, a related party, accounted for approximately 14 and 15 percent of the Company's total revenues for the years ended December 31, 2022 and 2021, respectively. There were no receivables for this customer as of December 31, 2022 and 2021. The Company expects this relationship to continue.

7. SUBSEQUENT EVENTS

Subsequent events have been evaluated through April 1, 2023, which is the date the financial statements were available to be issued.

In February 2023, the Company received payment of a note receivable in the amount of $1,000,000 in full. The note had an original maturity date in July 2024.

7. SUBSEQUENT EVENTS (Continued)

In March 2023, Silicon Valley Bank ("SVB"), the financial institution where the Company maintains its cash funds, failed following a series of financial instability. Regulators announced that the Federal Deposit Insurance Corporation ("FDIC") would take over SVB, establish a systemic risk exception, and protect depositors of the bank regardless if their accounts exceeded the FDIC insured limit of $250,000. On March 26, 2023 First Citizens Bank purchased most of SVB. The Company still has access to its entire funds deposited in the financial institution.

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Supporting Strategies Partners, LLC

Financial Statements
December 31, 2021 and 2020

Our service will be so awesome that we will become your benchmark for measuring all other professionals®

Business Consultants &
Certified Public Accountants

SUPPORTING STRATEGIES PARTNERS, LLC
INDEX TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

PAGES

INDEPENDENT AUDITORS' REPORT.....2-4

BALANCE SHEETS.....5-6

STATEMENTS OF OPERATIONS AND MEMBERS' DEFICIT.....7-8

STATEMENTS OF CASH FLOWS.....9-10

NOTES TO FINANCIAL STATEMENTS.....11-18

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INDEPENDENT AUDITORS' REPORT

To the Members of
Supporting Strategies Partners, LLC
Beverly, Massachusetts

Opinion

We have audited the accompanying financial statements of Supporting Strategies Partners, LLC (a Delaware limited liability company), which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations and members' deficit and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above presents fairly, in all material respects, the financial position of Supporting Strategies Partners, LLC as of December 31, 2021 and 2020, and the results of its operations and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Supporting Strategies Partners, LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Supporting Strategies Partners, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Supporting Strategies Partners, LLC's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Supporting Strategies Partners, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

S&G, LLP
Worcester, Massachusetts
March 1, 2022

SUPPORTING STRATEGIES PARTNERS, LLC
BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

ASSETS

	2021	2020
CURRENT ASSETS		
Cash and cash equivalents	$ 547,216	$ 297,086
Receivables - trade - net	450,952	280,311
Prepaid expenses	328,894	261,512
Current portion of other asset	106,350	103,350
TOTAL CURRENT ASSETS	1,433,412	942,259
OTHER ASSETS		
Security deposit	3,240	3,240
Intellectual property	200,000	200,000
WorkPlace 2.0 - net	490,893	487,438
Long-term portion of other asset	576,012	648,113
TOTAL OTHER ASSETS	1,270,145	1,338,791
TOTAL ASSETS	$ 2,703,557	$ 2,281,050

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
BALANCE SHEETS
DECEMBER 31, 2021 AND 2020

LIABILITIES AND MEMBERS' DEFICIT

	2021	2020
CURRENT LIABILITIES		
Current portion of long-term debt	$ -	$ 117,026
Current portion of notes payable - members	189,210	178,218
Current portion of deferred payroll taxes	28,683	28,862
Payables - trade	400,396	252,051
Accrued liabilities	183,116	143,414
Current portion of deferred revenue	267,000	263,025
TOTAL CURRENT LIABILITIES	1,068,405	982,596
LONG-TERM LIABILITIES		
Long-term debt, net of current portion	-	93,974
Notes payable - members, net of current portion	640,573	829,782
Long-term portion of deferred payroll taxes	-	28,503
Due to related party	1,551,461	1,012,811
Long-term portion of deferred revenue	1,222,283	1,353,158
TOTAL LONG-TERM LIABILITIES	3,414,317	3,318,228
TOTAL LIABILITIES	4,482,722	4,300,824
MEMBERS' DEFICIT	(1,779,165)	(2,019,774)
TOTAL LIABILITIES AND MEMBERS' DEFICIT	$ 2,703,557	$ 2,281,050

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
REVENUE		
Franchise sales	$ 260,375	$ 283,458
Training and marketing	106,525	125,000
Royalties	4,078,180	3,035,739
Virtual keys	1,313,800	1,072,945
TOTAL REVENUE	5,758,880	4,517,142
OPERATING EXPENSES		
Salaries and benefits	2,827,635	1,792,644
Amortization	140,045	111,282
Bad debts	-	7,150
Facility	16,981	25,535
Franchise acquisition and development	129,101	126,499
Insurance	40,429	37,964
Marketing	157,579	117,329
Miscellaneous	24,616	-
Office supplies	43,370	18,611
Professional fees and outside services	356,937	351,960
Taxes:		
Payroll	162,800	106,326
Other	18,467	28,562
Technology and subscription	1,723,845	1,069,094
Travel and entertainment	31,869	44,525
TOTAL OPERATING EXPENSES	5,673,674	3,837,481
INCOME FROM OPERATIONS	85,206	679,661
OTHER EXPENSE - Interest	55,597	69,547
NET INCOME BEFORE EXTRAORDINARY INCOME	$ 29,609	$ 610,114

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENTS OF OPERATIONS AND MEMBERS' DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
EXTRAORDINARY INCOME		
Paycheck Protection Program loan forgiveness	$ 211,000	$ -
NET INCOME	240,609	610,114
MEMBERS' DEFICIT, BEGINNING OF YEAR	(2,019,774)	(2,629,888)
MEMBERS' DEFICIT, END OF YEAR	$ (1,779,165)	$ (2,019,774)

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income before extraordinary income	$ 29,609	$ 610,114
Adjustments to reconcile net income before extraordinary income to net cash provided by operations:		
Amortization	140,045	111,282
Bad debts	-	7,150
Changes in operating assets and liabilities:		
(Increase) decrease in:		
Receivables - trade - net	(170,641)	(83,069)
Prepaid expenses	(67,382)	(127,165)
Other asset	69,101	66,500
Increase (decrease) in:		
Deferred payroll taxes	(28,682)	57,365
Payables - trade	148,345	(45,602)
Accrued liabilities	39,702	50,210
Deferred revenue	(126,900)	(101,934)
Accrued interest	-	(144)
Total adjustments	3,588	(65,407)
NET CASH PROVIDED BY OPERATING ACTIVITIES	33,197	544,707
CASH FLOWS FROM INVESTING ACTIVITIES		
Development of Workplace 2.0	(143,500)	(435,696)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	-	(67,500)
Principal payments on notes payable - members	(178,217)	(167,865)
Proceeds from issuance of Paycheck Protection Program loan	-	211,000
Advances from related party	538,650	173,392
NET CASH PROVIDED BY FINANCING ACTIVITIES	360,433	149,027
NET INCREASE IN CASH	250,130	258,038
CASH, BEGINNING OF YEAR	297,086	39,048
CASH, END OF YEAR	$ 547,216	$ 297,086

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2021 AND 2020

	2021	2020
SUPPLEMENTAL DISCLOSURES		
Cash paid for interest	$ 57,678	$ 68,309
SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES		
Accrued interest converted to long-term debt	$ -	$ 290,865
Paycheck Protection Program loan forgiveness	$ 211,000	$ -

See accompanying notes and independent auditors' report.

SUPPORTING STRATEGIES PARTNERS, LLC
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2021 AND 2020

1. NATURE OF OPERATIONS

Supporting Strategies Partners, LLC (the "Company"), is a limited liability company organized pursuant to the provisions of the Delaware Limited Liability Company Act. The Company engages in franchising the business of providing outsourced bookkeeping, accounting, and related services.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The Company's policy is to prepare its financial statements on the accrual basis of accounting; consequently, certain revenues are recognized when earned rather than when cash is received, and certain expenses are recognized when the obligation is incurred rather than when the cash is disbursed.

Use of Estimates

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

Cash

Cash includes all cash balances and highly liquid investments with an initial maturity of three months or less.

Receivables - Trade

The Company carries its trade receivables at cost. On a periodic basis, management evaluates its trade receivables and establishes an allowance for doubtful accounts, when deemed necessary, based on its history of past write-offs and collections and current credit conditions. The Company's policy is to not accrue interest on trade receivables. The allowance as of December 31, 2021 and 2020 was $1,000.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Intellectual Property

Intellectual property refers to patents, trade secret rights, copyrights, mask works, trademarks, service marks, trade dress and similar rights of any type under the laws of the governmental authority, including goodwill arising out of the business related transactions. The Company has intellectual property in the amount of $200,000 as of December 31, 2021 and 2020. The intellectual property has an indefinite useful life and is not being amortized.

The Company adheres to the provisions of FASB ASC 350-30 "Intangibles Other than Goodwill." Accordingly, the carrying value of the intellectual property is reviewed by the Company at least annually. As of December 31, 2021 and 2020, management believes all intellectual property assets are fairly valued and are not impaired.

WorkPlace 2.0

WorkPlace 2.0 is an interactive software application the Company developed to replace its current "WorkPlace" online suite of tools. The project's intended use is to provide the Company, its employees, and its franchisees with an efficient technology for managing their day-to-day workflow. The software application and subsequent enhancements were programmed by an outside vendor and were capitalized and are being amortized in accordance with FASB ASC 350-40 "Internal-Use Software." Amortization expense related to Workplace 2.0 was $140,045 and $111,282 for the years ended December 31, 2021 and 2020, respectively.

The annual amortization expense is as follows:

Year Ending December 31,	Amount
2022	$ 137,546
2023	130,830
2024	122,554
2025	95,665
2026	4,298
Total	$ 490,893

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Other Asset

Other asset consists of the fees associated with the sale of a franchise acquisition. In accordance with FASB ASC 606 "Revenue from Contracts with Customers," these fees have been capitalized and are amortized over the life of the franchise license. As of December 31, 2021 and 2020, the unamortized balance was $682,362 and $751,463, respectively.

Deferred Revenue

The estimated amount of deferred revenue equals the transaction price allocated to unfulfilled performance obligations. As of December 31, 2021 and 2020, deferred revenue was $1,489,283 and $1,616,183, respectively. Of the total amounts, $25,000 and $31,525 consisted of training and marketing fees and sponsorships for 2021 and 2020, respectively, that had not yet been earned by the Company and are expected to be earned in the following year. The remaining amounts consisted of initial franchise fees of $1,464,283 and $1,584,658 as of December 31, 2021 and 2020, respectively, that are amortized over the life of the franchise license in accordance with FASB ASC 606 "Revenue from Contracts with Customers." The amount of deferred revenue that is expected to be recognized in future years is as follows:

Year Ending December 31,	Amount
2022	$ 267,000
2023	241,667
2024	235,250
2025	218,417
2026	186,358
Thereafter	340,591
Total	$ 1,489,283

Compensated Absences

Employees of the Company are entitled to paid vacation depending on their length of service. It is not practical to estimate the amount of compensation for future absences and, accordingly, no liability has been recorded in the accompanying financial statements. The Company's policy is to recognize the costs of compensated absences when paid to employees.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Revenue Recognition

The Company accounts for revenue from franchise fees using the accounting method prescribed under FASB ASC 606 "Revenue from Contracts with Customers." ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. Initial franchise fees are recognized as the Company satisfies the performance obligation over the franchise term, which is 10 years. Payment of the initial franchise fee is due at the signing of the franchise agreement. Revenue recognized from franchise sales for the years ended December 31, 2021 and 2020 totaled $260,375 and $283,458, respectively.

Royalties are based on a percent of sales and are recognized at the same time that the underlying sales occur. Training, marketing, and virtual key fees are recognized as the revenues are earned.

Marketing

The Company expenses marketing costs as they are incurred. Marketing costs amounted to $157,579 and $117,329 for the years ended December 31, 2021 and 2020, respectively.

Income Taxes

The Company is a limited liability company that has elected to be taxed as a partnership for federal and state income tax purposes. This election provides for the net income or loss of the Company to be reported on the individual level rather than at the partnership level. Accordingly, the Company pays no federal income tax on its profits and receives no benefit from its losses. In certain states, the Company reports the tax for the individual members at the partnership level.

As of December 31, 2021, the income tax returns for the Company are subject to potential examination by taxing authorities for the years ended December 31, 2018 through 2021.

Reclassification

Certain reclassifications have been made to the prior year's financial statements in order for them to be comparable with the current year with no effect on net income or members' deficit.

3. LONG-TERM DEBT

Long-term debt consists of the following at December 31:

	2021	2020
Paycheck Protection Program note payable, with 1.00 percent interest, unsecured, payable in monthly installments of principal and interest of $23,543, forgiven in May 2021.	$ -0-	$ 211,000
Less: Current portion of long-term debt	-0-	117,026
Total long-term debt	$ -0-	$ 93,974

4. RELATED PARTY TRANSACTIONS

Notes Payable - Members

The Company has promissory notes with two members.

Notes payable – members consist of the following at December 31:

	2021	2020
Note payable, with interest at 6 percent, unsecured, payable in monthly installments of principal of $13,631, with a final balloon payment of the remaining balance due December 2023.	$ 580,396	$ 705,051
Note payable, with interest at 6 percent, unsecured, payable in monthly installments of principal of $5,857, with a final balloon payment of the remaining balance due December 2023.	249,387	302,949
	829,783	1,008,000
Less: Current portion of notes payable - members	189,210	178,218
Total long-term notes payable - members	$ 640,573	$ 829,782

4. RELATED PARTY TRANSACTIONS (Continued)

Notes Payable – Members (continued)

Principal maturities of notes payable - members are as follows:

Year Ending December 31,	Amount
2022	$ 189,210
2023	640,573
Total	$ 829,783

Due to Related Party

Due to related party represents advances from an entity related through common ownership. This payable is unsecured and does not bear interest. Since management does not expect the entire amount to be repaid in the next twelve months, the balance is classified as long-term on the balance sheets.

Revenues

Supporting Strategies, LLC, a related party, purchased a franchise from the Company. Per the franchise agreement, the franchisee pays a royalty of 10 percent of its gross sales and a virtual key fee. During the years ended December 31, 2021 and 2020, the Company collected royalty fees of $732,133 and $532,612 from the related party, respectively. During the years ended December 31, 2021 and 2020, the Company collected virtual key fees of $144,320 and $121,600, respectively. At December 31, 2021 and 2020, the franchisee owed the Company $75,502 and $20,403, respectively, in royalty fees, virtual keys and other reimbursable expenses, which is included in trade receivables.

Services

Supporting Strategies, LLC, a related party, provides bookkeeping services to the Company. Total bookkeeping fees paid by the Company were $60,000 and $39,099 for the years ended December 31, 2021 and 2020, respectively, and is included in professional fees and outside services expense.

5. EXTRAORDINARY INCOME – CARES ACT

The Company applied for and was awarded a forgivable loan of $211,000 from the Paycheck Protection Program (PPP) established by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). The funds were used to pay certain payroll costs, including benefits, during a 24-week period (the covered period) as defined in the CARES Act. A portion of these funds may be forgiven, as defined in the loan agreement, at the end of the covered period and the remainder of the funds will be due over a two-year period with interest at one percent. The Company received forgiveness of debt in the amount of $211,000 in May 2021, which has been recognized as extraordinary income due to the unprecedented nature of COVID-19.

6. COMMITMENTS, CONTINGENCIES, AND UNCERTAINTIES

Leases

The Company leases its offices as a tenant-at-will. The monthly rent payment was $900 and $1,408 for the years ended December 31, 2021 and 2020, respectively. The Company also leases part-time space as a tenant-at-will. The monthly rent payment varied between $280 and $375 for the years ended December 31, 2021 and 2020.

Rent expense for the years ended December 31, 2021 and 2020 was $14,876 and $20,730, respectively, and is included in facility expense.

The Company leased vehicles under operating lease agreements, which expired in January and September 2021. Upon expiration, the leases were not renewed. Lease expense for the years ended December 31, 2021 and 2020 totaled $5,663 and $13,838, respectively, and is included in travel and entertainment expense.

Uncertainties

The COVID-19 outbreak in the United States and globally is unprecedented and has had a significant impact on the economy, businesses, and organizations. While many U.S. states and other countries removed COVID-19 restrictions in 2021, later in the year they reinstated those restrictions. There is still some uncertainty around the pandemic's duration and future impact, particularly as new variants of the virus emerge. COVID-19 could result in continued market volatility and possible economic downturn. The future impact on the Company's financial position and operating results cannot be reasonably determined at this time.

7. CONCENTRATIONS

Concentration of Credit Risk

The Company maintains its cash balance at a federally insured institution. At times, cash balances may exceed the federal insured limit of $250,000. Management monitors the financial condition of the banking institution, along with its cash balances, and tries to keep this potential risk to a minimum.

Concentration of Customers

One franchisee, a related party, accounted for approximately 15 percent of the Company's total revenues for the years ended December 31, 2021 and 2020. There were no receivables for this customer as of December 31, 2021. Receivables from this customer totaled $20,403 as of December 31, 2020. The Company expects this relationship to continue.

8. SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 1, 2022, which is the date the financial statements were available to be issued.

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EXHIBIT F TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

SUPPORTING STRATEGIES PARTNERS, LLC
NON-DISCLOSURE, NON-SOLICITATION AND NON-COMPETITION AGREEMENT

This Agreement is made and entered into ____, 20__ between Supporting Strategies Partners, LLC , a Delaware limited liability company ("Franchisor"), _____("Franchisee") and _____ _____("Trainee").

RECITALS

WHEREAS, Franchisor has developed, is using and is the owner of all rights in a unique system (hereinafter "SUPPORTING STRATEGIES® System") for the development and operation of a business which provides bookkeeping and controller services for small businesses under the trade name and mark SUPPORTING STRATEGIES® (hereinafter "SUPPORTING STRATEGIES®");

WHEREAS, SUPPORTING STRATEGIES® System includes but is not limited to certain trade names, trademarks, trade dress and logos including, but not limited to, the mark SUPPORTING STRATEGIES®, service marks, trade symbols, trade dress, signs, slogans, associated logos, designs, emblems, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless Web addresses and the like and copyrights and such other trade names and trademarks as Franchisor may develop in the future for the purposes of identifying SUPPORTING STRATEGIES® System, and such other distinguishing characteristics of SUPPORTING STRATEGIES® System including, without limitation, distinctive sales and marketing procedures; knowledge and procedures for providing bookkeeping and controller services for small businesses; management and financial control methods; and training and assistance, all of which may be changed, improved and further developed by Franchisor from time to time ("Trade Secrets");

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

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

WHEREAS, Franchisor has granted Franchisee a limited right to operate a Franchised Business within a territory using SUPPORTING STRATEGIES® System and Franchisor's Trade Secrets for the period defined in the Franchise Agreement made and entered into on _____between Franchisor and Franchisee ("Franchise Agreement");

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

WHEREAS, it will be necessary for certain employees and contractors of Franchisee to have access to and to use some or all of Franchisor's Trade Secrets in the development and maintenance of Franchisee's Business using SUPPORTING STRATEGIES® System;

WHEREAS, Franchisee has agreed to obtain from certain key employees written agreements protecting Franchisor's Trade Secrets and SUPPORTING STRATEGIES® System;

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

WHEREAS, Trainee wishes and needs to receive and use Franchisor's Trade Secrets in the course of Trainee's employment in order to effectively perform Trainee's services for Franchisee.

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

1. Franchisor and/or Franchisee shall disclose to Trainee some or all of Franchisor's Trade Secrets relating to SUPPORTING STRATEGIES® System.

2. Trainee shall receive Franchisor's Trade Secrets in confidence, maintain them in confidence, and use them only in the course of Trainee's employment by Franchisee and then only in connection with the development and/or maintenance by Franchisee of the Franchised Business using SUPPORTING STRATEGIES® System for so long as Franchisee is licensed by Franchisor to use SUPPORTING STRATEGIES® System.

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

4. Trainee shall not disclose or permit the disclosure of Franchisor's Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee who have also signed Non-Disclosure, Non-Solicitation and Non-Competition Agreements or Confidentiality Agreements where appropriate as determined by Franchisor in the development or maintenance of the Franchised Business using SUPPORTING STRATEGIES® System.

5. That all information and materials, including without limitation, specifications, techniques and compilations of data which Franchisor shall designate as confidential shall be deemed Franchisor's Trade Secrets for the purposes of this Agreement.

6. Trainee shall surrender SUPPORTING STRATEGIES® Operations Manual and any other material containing some or all of Franchisor's Trade Secrets to Franchisee or to Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which the SUPPORTING STRATEGIES® Operations Manual or other information or material may have been furnished to Trainee.

7. Trainee shall not, directly or indirectly, do any act or omit to do any act, which would or would likely to be injurious or prejudicial to the goodwill associated with SUPPORTING STRATEGIES® System.

8. Except to the extent such restrictions are limited or prohibited by the laws of the state where the Franchised Business is located, or where the Trainee lives or works, in order to protect the goodwill and unique qualities of SUPPORTING STRATEGIES® System and the confidentiality and value of Franchisor's Trade Secrets, and in consideration for the disclosure to Trainee of Franchisor's Trade Secrets, Trainee further undertakes and covenants that, during the time Trainee is employed by Franchisee and for the two (2) years following the termination of Trainee's employment with Franchisee, Trainee will not:

(a) Directly or indirectly, for himself or through, on behalf of or in conjunction with any person, partnership or business entity, engage in or acquire any financial or beneficial interest in (including interest in business entities, partnerships, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted by SUPPORTING STRATEGIES® which business is, or is intended to be located, within the United States; or

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or client of

Franchisee's Franchised Business(s) to any competitor.

9. Franchisee undertakes to use Franchisee's best efforts to ensure that Trainee acts as required by this Agreement.

10. Trainee agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, Franchisor shall be entitled to enforce the provisions of this Agreement against Franchisee and Trainee, and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, a temporary and /or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

11. Trainee agrees that the period following the termination of Trainee's employment during which the post-employment restrictions above apply shall be extended uninterrupted by the length of any period of time during which Trainee was in violation of such restrictions.

12. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

13. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

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

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

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

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

EXHIBIT G TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

SPOUSAL NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

This Agreement is made and entered into _____ between Supporting Strategies Partners, LLC, a Delaware limited liability company, with its principal place of business at 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915 ("Franchisor") and _____, a/an _____ with its principal place of business at _____ ("Franchisee") and _____, the spouse or domestic partner of an owner of Franchisee ("Signer") with a primary residence at _____.

RECITALS

WHEREAS, Franchisor has developed, is using and is the owner of all rights in a unique system (hereinafter ""SUPPORTING STRATEGIES® System") for the development and operation of a business which provides bookkeeping and controller services for small businesses under the trade name and mark SUPPORTING STRATEGIES® (hereinafter "SUPPORTING STRATEGIES®");

WHEREAS, SUPPORTING STRATEGIES® System includes but is not limited to certain trade names, trademarks, trade dress and logos including, but not limited to, the mark SUPPORTING STRATEGIES®, service marks, trade symbols, trade dress, signs, slogans, associated logos, designs, emblems, URLs, domain names, Website addresses, email addresses, digital cellular addresses, wireless Web addresses and the like and copyrights and such other trade names and trademarks as Franchisor may develop in the future for the purposes of identifying SUPPORTING STRATEGIES® System, and such other distinguishing characteristics of SUPPORTING STRATEGIES® System including, without limitation, distinctive sales and marketing procedures; knowledge and procedures for providing bookkeeping and controller services for small businesses; management and financial control methods; and training and assistance, all of which may be changed, improved and further developed by Franchisor from time to time ("Trade Secrets");

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

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

WHEREAS, Franchisor and Franchisee desire to enter into a Franchise Agreement which will grant Franchisee a limited right to operate a Franchised Business within a territory using SUPPORTING STRATEGIES® System and Franchisor's Trade Secrets for a period defined in the Franchise Agreement ("Franchise Agreement");

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

WHEREAS, it is anticipated that Signer may have access to learn Franchisor's Trade Secrets as Franchisee develops and maintains Franchisee's Business using SUPPORTING STRATEGIES® System.

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

1. Franchisee may disclose to Signer some or all of Franchisor's Trade Secrets relating to SUPPORTING STRATEGIES® System.

2. Signer shall receive Franchisor's Trade Secrets in confidence, maintain them in confidence, and shall use them only in connection with the development and/or maintenance by Franchisee of the Franchised Business using SUPPORTING STRATEGIES® System for so long as Franchisee is licensed by Franchisor to use SUPPORTING STRATEGIES® System.

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

4. Signer shall not disclose or permit the disclosure of Franchisor's Trade Secrets to anyone.

5. That all information and materials, including without limitation, specifications, techniques and compilations of data which Franchisor shall designate as confidential shall be deemed Franchisor's Trade Secrets for the purposes of this Agreement.

6. Signer shall not, directly or indirectly, do any act or omit to do any act, which would or would likely to be injurious or prejudicial to the goodwill associated with SUPPORTING STRATEGIES® System.

7. Except to the extent such restrictions are limited or prohibited by the laws of the state where the Franchised Business is located or where the Signer lives, in order to protect the goodwill and unique qualities of SUPPORTING STRATEGIES® System and the confidentiality and value of Franchisor's Trade Secrets, and in consideration for the disclosure to Signer of Franchisor's Trade Secrets, Signer further undertakes and covenants that, during the time Franchisee is a franchisee of Franchisor and for the two (2) years following the termination or expiration of Franchisee's Franchise Agreement, Signer will not:

(a) Directly or indirectly, for himself/herself or through, on behalf of or in conjunction with any person, partnership or business entity, engage in or acquire any financial or beneficial interest in (including interest in business entities, partnerships, trusts, unincorporated associations or joint ventures), advise, help or make loans to any entity involved in business which is the same as or similar to that conducted by SUPPORTING STRATEGIES® which business is, or is intended to be located, within the United States; or

(b) Divert or attempt to divert, directly or indirectly, any business, business opportunity or client of Franchisee's Franchised Business(s) to any competitor.

8. Franchisee undertakes to use Franchisee's best efforts to ensure that Signer acts as required by this Agreement.

9. Signer agrees that in the event of a breach of this Agreement, Franchisor would be irreparably injured and be without an adequate remedy at law. Therefore, in the event of such a breach, or threatened or attempted breach of any of the provisions thereof, Franchisor shall be entitled to enforce the provisions of this Agreement against Franchisee and Signer, and may seek, in addition to any other remedies which are made available to it at law or in equity, including the right to terminate the Franchise Agreement, a temporary and /or permanent injunction and a decree for the specific performance of the terms of this Agreement, without being required to furnish a bond or other security.

10. Signer agrees that the period during which the post-termination/expiration restrictions above apply shall be extended uninterrupted by the length of any period of time during which Signer was in violation of such restrictions.

11. This Agreement shall be governed by and construed under the laws of the Commonwealth of Massachusetts.

12. If any Court or other tribunal having jurisdiction to determine the validity or enforceability of this Agreement determines that it would be unenforceable as written, its provisions shall be determined to be withheld, modified or limited to such extent or in such manner as is necessary for it to be valid and enforceable to the greatest extent possible.

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

FRANCHISEE

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

FRANCHISOR

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

SIGNER

By:_____
Name: _____
Date:_____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

FRANCHISE COMPLIANCE QUESTIONNAIRE

SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE COMPLIANCE QUESTIONNAIRE
TO BE COMPLETED BEFORE
YOU SIGN THE FRANCHISE AGREEMENT

As you prepare to enter into a Franchise Agreement with Franchisor, it is important to determine whether any statements or promises were made to you, either orally or in writing, which were not authorized by Franchisor and which may be untrue, inaccurate or misleading.

Please provide honest and complete responses to each of the following:

1. Have you received and personally reviewed our Franchise Agreement and all its attachments? Yes ___ No ___

CONSIDER THE FOLLOWING QUESTIONS IN REGARD TO INFORMATION PROVIDED DIRECTLY FROM FRANCHISOR OR ITS REPRESENTATIVES (NOT ITS FRANCHISEES):

2. Has any employee, broker or other person representing Franchisor made any statements or promises, other than those disclosed in this Disclosure Document, concerning the revenues, profits or operating costs of a **SUPPORTING STRATEGIES®** franchise? Yes ____ No ___

3. Has any employee, broker or other person representing Franchisor made any statements or promises, other than those disclosed at Item 19 of the Disclosure Document, concerning the amount of money you may earn in the operating of a **SUPPORTING STRATEGIES®** franchise? Yes ____ No ___

4. Has any employee, broker or other person representing Franchisor made any statements or promises concerning the likelihood of success that you should or might expect to achieve from operating a **SUPPORTING STRATEGIES®** franchise Yes ____ No ___

5. Has any employee, broker or other person representing Franchisor made any statements or promises concerning the advertising, marketing, training or support service or assistance that we will furnish to you that contradicts any information in the FDD? Yes ____ No ___

6. Has any employee, broker or other person representing Franchisor made any statements or promises concerning the costs you may incur in starting or operating a **SUPPORTING STRATEGIES®** franchise that contradicts any information in the FDD? Yes ____ No ___

7. Has any employee, broker or other person representing Franchisor made any statements or promises or agreements relating to a **SUPPORTING STRATEGIES®** franchise that contradicts any information in the FDD? Yes ____ No ___

If you have answered Yes to any of the questions numbered 2 through 7 above, please provide a full explanation ***for each.*** Attach additional pages if necessary.

_____
_____
_____
_____

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

Your answers are important to us and we will rely on them; by signing this Questionnaire, you are representing that you have responded truthfully to all of the above questions.

RESIDENTS OF THE STATE OF CALIFORNIA AND FRANCHISEES WITH A BUSINESS TO BE LOCATED IN CALIFORNIA ARE NOT REQUIRED TO COMPLETE THIS QUESTIONNAIRE.

NOTE TO MARYLAND RESIDENTS OR FRANCHISEES WITH A FRANCHISE LOCATED IN MARYLAND: All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

RESIDENTS OF THE STATE OF WASHINGTON AND FRANCHISEES WITH A BUSINESS TO BE LOCATED IN WASHINGTON ARE NOT REQUIRED TO COMPLETE THIS QUESTIONNAIRE: This Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Date:_____ ***Prospective Franchisee:_____***

EXHIBIT I TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

STATE SPECIFIC ADDENDA TO THE DISCLOSURE DOCUMENT

ADDENDUM TO THE SUPPORTING STRATEGIES PARTNERS, LLC FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF CALIFORNIA

Risk Notice:

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

Item 5, "Initial Fee" shall be amended by the addition of the following paragraph:

"Payment of all initial fees is postponed until after all of franchisor's initial obligations are complete and the franchisee is open for business."

Item 6, "Additional Fees" shall be amended by the addition of the following paragraph:

"The highest applicable interest rate in California is 10%."

The following paragraphs are added at the end of Item 17 of the Disclosure Document pursuant to regulations promulgated under the California Franchise Investment Law:

1. 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.

2. 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.

3. California Business and Professions Code 20000 through 20043 provide rights to franchisees 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.

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

5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective Agreement. This provision may not be enforceable under California law.

6. The Franchise Agreement requires binding arbitration. The arbitration is to occur in Massachusetts with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California. This provision may not be enforceable under generally applicable contract defenses such as fraud, duress or unconscionability.

7. The Franchise Agreement requires application of the laws of the Commonwealth of Massachusetts. This provision may not be enforceable under California law.

8. 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.

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

10. Any condition, stipulation or provision in the Franchise Agreement which would result in your waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that such provision violates such law.

11. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENTOF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov

12. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO THE SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF HAWAII

These franchises will be/have been filed under the Franchise Investment Law of the State of Hawaii. Filing does not constitute approval, recommendation or endorsement by the Director of Commerce and Consumer Affairs or a finding by the Director of Commerce and Consumer Affairs that the information provided herein is true, complete and not misleading.

The Franchise Investment Law makes it unlawful to offer or sell any franchise in this state without first providing to the prospective franchisee, or subfranchisor, at least seven days prior to the execution by the prospective franchisee of any binding franchise or other agreement, or at least seven days prior to the payment of any consideration by the franchisee, or subfranchisor, whichever occurs first, a copy of the Disclosure Document, together with a copy of all proposed agreements relating to the sale of the franchise.

This Disclosure Document contains a summary only of certain material provisions of the Franchise Agreement. The contract or agreement should be referred to for a statement of all rights, conditions, restrictions and obligations of both the franchisor and the franchisee.

A Federal Trade Commission rule makes it unlawful to offer or sell any franchise without first providing this Disclosure Document to the prospective franchisee at the earlier of (1) fourteen calendar days before the signing of any franchise or related agreement; or (2) fourteen calendar days before any payment. The prospective franchisee must also receive a Franchise Agreement containing all material terms at least seven calendar days prior to the signing of the Franchise Agreement.

If this Disclosure Document is not delivered on time, or if it contains a false, incomplete, inaccurate or misleading statement, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington D.C. 20580 and to Hawaii Department of Commerce and Consumer Affairs which administers and enforces the Hawaii Franchise Disclosure Act.

Registered agent in the state authorized to receive service of process:

Department of Commerce and Consumer Affairs
Business Registration Division
Commissioner of Securities
Securities Compliance Branch
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

1. Item 5 of this Disclosure Document is modified as follows:

"All initial fees will be deferred until Franchisor's pre-opening obligations have been met."

2. The following paragraph is added to Item 17:

Section 482E-6(3) of the Hawaii Revised Statutes provides that upon termination or refusal to renew the Franchise Agreement, Supporting Strategies Partners, LLC ("SSP") is obligated to compensate you for the fair market value, at the time of the termination or expiration of the Franchise Agreement, of your inventory, supplies, equipment and furnishings purchased from SSP or a supplier designated by SSP; provided that personalized materials which have no value to us need not be compensated for. If SSP refuses to renew a Franchise Agreement for the purpose of converting your business to one owned and operated by SSP, SSP, in addition to the remedies provided above, shall compensate you for the loss of goodwill. SSP may deduct from such compensation reasonable costs incurred in removing, transporting and disposing of your inventory, supplies, equipment and furnishings pursuant to this requirement, and may offset from such compensation any monies due SSP.

3. Section 482E-3(a) of the Hawaii Franchise Investment Law requires the franchisor to give you a copy of the Franchise Disclosure Document at least 7 calendar days prior to signing the franchise agreement. The Receipt is amended to reflect the 7 calendar-day waiting period.

ADDENDUM TO THE SUPPORTING STRATEGIES PARTNERS, LLC FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF ILLINOIS

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT ARE SUBJECT TO THE ILLINOIS FRANCHISE DISCLOSURE ACT OF 1987.

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, 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' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF INDIANA

1. Item 17.c. may be modified by Indiana Code § 23-2-2.7.

2. Item 17.t. is supplemented with the following language:

"However, you do not waive any rights under the Indiana Statutes with regard to prior representations made by Supporting Strategies Partners, LLC in the Disclosure Document."

3. Items 17.v. and 17.w. are supplemented with the following language:

"Except that under Indiana law, you may have the right to bring an action in Indiana, and have Indiana law apply."

4. The Indiana Deceptive Franchise Practices Act, IC 23-2-2.7-1 (10) prohibits the limitation brought for breach of a Franchise Agreement including any limitation on the forum chosen. Any provision in the Franchise Agreement, specifying a forum contrary to Indiana law, shall not apply to any claims brought under the Indiana Deceptive Franchise Practices Act and/or the Indiana Franchise Act, Ind. Code ANN.§§ 1-51 (1994).

5. The Indiana Deceptive Franchise Practices Act, IC 23-2-2.7-1 (10) prohibits the limitation of litigation brought for breach of a Franchise Agreement. Any provision in the Franchise Agreement requiring the application of another state's law shall not apply to any claims brought under the Indiana Deceptive Franchise Practices Act and/or the Indiana Franchise Act, Ind. Code ANN.§§ 1-51 (1994).

6. Indiana Code § 23-2-2.5-9 (2) requires a franchisor to give you a copy of the Franchise Disclosure Document at the earlier of: (i) 10 days prior to signing the franchise agreement; or (ii) 10 days prior to franchisor's receipt of any consideration. The Receipt is amended to reflect the 10 day waiting period.

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF MARYLAND

In recognition of the MARYLAND Franchise Registration and Disclosure Law, as amended, the Franchise Disclosure Document for Supporting Strategies Partners, LLC for use in the State of MARYLAND shall be amended as follows:

(1) Item 5 of this Disclosure Document is modified as follows: All initial fees will be deferred until Franchisor's pre-opening obligations have been met.

(2) Item 17 of this Disclosure Document is modified to state that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the award of the franchise.

(3) Item 17 of this Disclosure Document is modified to state that provisions allowing termination on bankruptcy may not be enforceable under federal bankruptcy law (11U.S.C. 101 et seq.).

(4) Item 17 of this Disclosure Document, in the summary column of part (c), is modified to state that the general release required as a condition of renewal will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.

(5) Item 17 of this Disclosure Document, in the summary column of part (m), is modified to state that the general release required as a condition of transfer will not apply to any claim arising under the Maryland Franchise Registration and Disclosure Law.

(6) Item 17 of this Disclosure Document, in the summary column of part (v), is modified to state that the Massachusetts venue provision will not supersede your right to bring claims under the Maryland Franchise Registration and Disclosure Law in Maryland.

(7) No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA

1. The following Legends are added to **SUPPORTING STRATEGIES** Franchise Disclosure Document Cover Page for use in the State of Minnesota:

THIS FRANCHISE HAS BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

IF THIS DISCLOSURE DOCUMENT IS NOT DELIVERED ON TIME, OR IF IT CONTAINS A FALSE, INCOMPLETE, INACCURATE OR MISLEADING STATEMENT, A VIOLATION OF FEDERAL AND STATE LAW MAY HAVE OCCURRED AND SHOULD BE REPORTED THE FEDERAL TRADE COMMISSION, WASHINGTON, D.C. 20580 AND TO THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE, SECURITIES DIVISION, 85 7TH PLACE EAST, SUITE 500, ST. PAUL, MINNESOTA 55101, WHICH ADMINISTERS AND ENFORCES THE MINNESOTA FRANCHISE ACT.

MINN. STAT. SEC. 80C.21 AND MINN. RULE 2860.4400J PROHIBIT SUPPORTING STRATEGIES PARTNERS, LLC FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR FRANCHISE AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION. FURTHERMORE, MINN RULE 2860.4400J PROHIBITS A FRANCHISEE FROM WAIVING HIS OR HER RIGHTS TO A JURY TRIAL OR TO WAIVE RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION, OR TO CONSENT TO LIQUIDATED DAMAGES, TERMINATION PENALTIES, OR JUDGEMENT NOTES.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

2. The following paragraph is added to Item 13:

Franchisee will have right to use the Franchisor's trademarks, service marks, trade names, logotypes or other commercial symbols (collectively the "Marks"). The Minnesota Depart of Commerce requires that SUPPORTING STRATEGIES PARTNERS, LLC indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of SUPPORTING STRATEGIES PARTNERS, LLC Marks infringes marks of the third party. SUPPORTING STRATEGIES PARTNERS, LLC does not indemnify against consequences of franchisee's use of the Marks except in accordance with the requirements of the franchise.

3. The following statement is added at the end of Item 17(c):

Any release signed as a condition of renewal will not apply to any claims you may have under the Minnesota Franchise Act.

4. The following statement is added at the end of Item 17(m):

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

5. The Summary in Item 17(v) is deleted, and the following Summary is inserted in its place:

A Franchisee may file an action in Minnesota for claims arising under Minn. Stat. Sec. 80C.17, subd. 5. Any claims arising under Minn. Stat. Sec. 80C.17, subd. 5 must be brought within three years after the cause of action accrues.

6. The following statement is added at the end of Item 17:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the applicable franchise agreement and that consent to transfer of the franchise will not be unreasonably withheld.

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK

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 THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. 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 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.

4. 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.

5. The following is added to the end of the "Summary" sections 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

THIS NEW YORK ADDENDUM APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF NEW YORK OR LOCATE THEIR FRANCHISES IN NEW YORK.

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF NORTH DAKOTA

ALTHOUGH THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF NORTH DAKOTA, REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE STATE OF NORTH DAKOTA THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE, ACCURATE OR NOT MISLEADING.

NORTH DAKOTA LAW MODIFICATIONS

1. Item 5 of the Disclosure Document "Initial Fee" is amended by the addition of the following paragraph:

   "All initial fees and payments shall be deferred until such time as the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business."

2. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota Law, including the North Dakota Franchises Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

   b. Covenants not to compete during the term and upon termination or expiration of the Franchise Agreement are enforceable only under certain conditions according to North Dakota Law. If the Franchise Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

   c. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

   d. If the Franchise Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with the North Dakota Franchise Investment Law, the North Dakota Franchise Investment Law will control.

   e. If the Franchise Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a location, the location will be determined by the arbitrator.

   f. If the Franchise Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. Section 51-19-08 of the North Dakota Franchise Investment Law requires franchisor to give you a copy of the Franchise Disclosure Document at the earlier of: (i) seven days prior to signing the franchise agreement; or (ii) seven days prior to franchisor's receipt of any consideration.

3. THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.C.):

a. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.

b. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

c. Restrictions of Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

d. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

e. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

f. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

g. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

h. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

i. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

j. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

4. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment 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.

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF RHODE ISLAND

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, R.I. Gen. Law. ch. 395 Sec. 19-28.1-1 — 19-28.1-34. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

b. If the Franchise Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.

c. If the Franchisee is required in the Franchise 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 Rhode Island Franchise Investment Act, and such acknowledgements shall be void with respect to claims under the Act.

2. Section 19-28.1-8 of the Rhode Island Franchise Investment Act requires a franchisor to give you a copy of the Franchise Disclosure Document at the earlier of: (i) the first personal meeting; (ii) 10 business days before the execution of the franchise agreement; or (iii) 10 business days before the payment of any consideration that relates to the franchise relationship.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment 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.

ADDENDUM TO THE SUPPORTING STRATEGIES PARTNERS, LLC.
DISCLOSURE DOCUMENT REQUIRED
BY THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA LAW MODIFICATIONS

1. Pursuant to South Dakota Codified Laws, Title 37, Chapter 37-5B-5, Item 5 of this Disclosure Document is modified as follows: All initial fees will be deferred until Franchisor's pre-opening obligations have been met and the franchisee is open for business.

2. The Director of the South Dakota Division of Securities requires that certain provisions contained in franchise documents be amended to be consistent with South Dakota law, including the South Dakota Franchises for Brand-Name Goods and Services Law, South Dakota Codified Laws, Title 37, Chapter 37-5B, Sections 37-5B-1 through 37-5B-53 (2008). To the extent that the Disclosure Document contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Franchise 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 Law, or a rule or order under the Law, such release shall exclude claims arising under the South Dakota Franchises for Brand-Name Goods and Services Law, and such acknowledgements shall be void with respect to claims under the Law.

b. Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the state of South Dakota, except in certain limited instances as provided by law. If this Agreement contains a covenant not to compete which is inconsistent with South Dakota Law, the covenant may be unenforceable.

c. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of South Dakota, the requirement is void with respect to any cause of action otherwise enforceable under South Dakota Law.

d. If the Franchise Agreement requires that it be governed by a state's law, other than the State of South Dakota, matters regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, the Agreement and all provisions of this Amendment will be and remain subject to the application, construction, enforcement, interpretation under the governing law set forth in the Agreement.

e. If the Franchise Agreement requires that disputes between Franchisor and Franchisee be mediated/arbitrated at a location that is outside the State of South Dakota, the mediation/arbitration will be conducted at a location mutually agreed upon by the parties. If the parties cannot agree on location for the mediation/arbitration, the location shall be determined by the mediator/arbitrator selected.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the South Dakota Franchise Investment 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.

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF VIRGINIA

1. In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Supporting Strategies Partners, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Item 5 of the Disclosure Document under the heading "Initial Fees" is modified by adding the following:

> "**The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement**."

Item 17 of the Disclosure Document under the subheading "Cause defined-non- curable defaults" in the summary column of part (h) is modified by adding the following:

> "Pursuant to Section 13.1.564 of the Virginia Franchising Act, it is unlawful for a franchisor to cancel a franchise agreement without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause" as that term may be defined in the Virginia Retail Franchising Act or laws of Virginia, that provision may not be enforceable."

No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF WASHINGTON

The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

Item 5 of the Disclosure Document is amended by the addition of the following paragraphs:

"All initial fees and payments shall be deferred until such time as the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business."

"Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington."

Item 17 of the Disclosure Document is amended by the addition of the following paragraphs:

The State of Washington has a statue, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your Franchise Agreement. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your Franchise Agreement.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a

noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Effect of Washington Law on Termination

If any provisions governing termination or non-renewal disclosed herein are inconsistent with Washington law, then Washington law shall apply. The applicable law reads as follows:

"Section 19.100.180. Without limiting the other provisions of this chapter, the following specific rights and prohibitions shall govern the relation between the franchisor or subfranchisor and the franchisees:

(i) For the purpose of this chapter and without limiting its general application, it shall be an unfair or deceptive act or practice or an unfair method of competition and therefore unlawful and violation of this chapter for any person to:

(ii) Refuse to renew a Franchise Agreement without fairly compensating the franchisee for the fair market value, at the time of expiration of the Franchise Agreement, or the franchisee's inventory, supplies, equipment, and furnishings purchased from the franchisor and good will, exclusive of personalized materials which have no value to the franchisor, and inventory, supplies, equipment and furnishings not reasonably required in the conduct of the franchised business: PROVIDED, that compensation need not be made to a franchisee for good will if: (i) the franchisee has been given one year's notice of nonrenewal; and (ii) the franchisor agrees in writing not to enforce any covenant which restrains the franchisee from competing with the franchisor: PROVIDED FURTHER, that a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to franchisor.

(iii) Terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include, without limitation, the failure of the franchisee to comply with lawful material provisions of the franchise or other agreement between the franchisor and the franchisee and to cure such default after being given written notice thereof and a reasonable opportunity, which in no event need be more than thirty days, to cure such default, or if such default cannot reasonably be cured within thirty days, the failure of the franchisee to initiate within thirty days substantial and continuing action to cure such default: PROVIDED, that after three willful and material breaches of the same term of the Franchise Agreement occurring within a twelve month period, for which the franchisee has been given notice and an opportunity to cure as provided in this subsection, the franchisor may terminate the Franchise Agreement upon any subsequent month period without providing notice or opportunity cure: PROVIDED FURTHER, that a franchisor may terminate a Franchise Agreement without prior notice or

opportunity to cure a default if the franchisee: (i) is adjudicated bankrupt or insolvent; (ii) makes an assignment for the benefit of creditors or similar disposition of the assets of the franchised business; (iii) voluntarily abandons the franchised business; or (iv) is convicted of or pleads guilty or no contest to a charge of violating any law relating to the franchised business. Upon termination for good cause the franchisor shall purchase from the franchisee at a fair market value at the time of termination, the franchisee's inventory and supplies, exclusive of: (i) personalized materials which have no value to the franchisor; (ii) inventory and supplies not reasonably required in the conduct of the franchised business; and (iii) if the franchisee is to retain control of the premises of the franchised business, any inventory and supplies not purchased from the franchisor or on his express requirement: PROVIDED, that a franchisor may offset against amounts owed to a franchisee under this subsection any amounts owed by such franchisee to the franchisor."

ADDENDUM TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE DISCLOSURE DOCUMENT

REQUIRED BY THE STATE OF WISCONSIN

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE WISCONSIN FRANCHISE INVESTMENT LAW. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE, AND NOT MISLEADING.

THIS DISCLOSURE DOCUMENT AND THE FRANCHISE AGREEMENT ARE SUBJECT TO THE WISCONSIN FRANCHISE INVESTMENT LAW.

1. Item 17, Renewal, Termination, Transfer and Dispute Resolution, shall be amended by the addition of the following paragraphs at the conclusion of the Item 17 disclosures:

a. The Wisconsin Fair Dealership Law, among other things, grants you the right, in most circumstances, to 90 days' prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies. If the Franchise Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Franchise Agreement shall be superseded by the Law's requirements and shall have no force or effect.

b. The Wisconsin Fair Dealership Law, among other things, grants you the right, in most circumstances, to 90 days' prior written notice of termination and 60 days within which to remedy any claimed deficiencies. If the Franchise Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Franchise Agreement shall be superseded by the Law's requirements and shall have no force or effect.

c. If the Franchise Agreement requires that it be governed by a state's law, other than the State of Wisconsin, to the extent that any provision of the Franchise Agreement conflicts with the Wisconsin Fair Dealership Law such provision shall be superseded by the law's requirements.

d. Covenants not to compete during the term of and upon termination or expiration of a Franchise Agreement are enforceable only under certain conditions according to Wisconsin Law.

2. Section 553.27 of the Wisconsin Franchise Investment Law requires Franchisor to give you a copy of the Franchise Disclosure Document at the earlier of: (i) 10 business days prior to signing the Franchise Agreement; or (ii) 10 business days prior to Franchisor's receipt of any consideration.

3. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Wisconsin 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.

EXHIBIT J TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

STATE SPECIFIC AMENDMENTS/RIDERS TO THE FRANCHISE AGREEMENT

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT AND RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF CALIFORNIA

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

1. Sub-Paragraph 6 (a) of the Agreement, under the heading "FRANCHISEE'S PAYMENTS" is hereby deleted in its entirety and replaced with the following paragraph:

   "(a) You shall pay to Us an Initial Franchise Fee of Sixty Thousand Dollars ($60,000.00). All initial fees are deferred until Our initial pre-opening obligations to You are complete and the franchise is open for business. You understand and acknowledge that the Initial Franchise Fee is non-refundable and is fully earned by Us at the time of performance of Our initial pre-opening obligations and the franchisee is open for business."

2. 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.

3. California Business and Professions Code 20000 through 20043 provide rights to franchisees concerning termination or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

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

5. 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.

6. The Franchise Agreement requires binding arbitration. The arbitration will occur in Massachusetts with the costs being borne by the non-prevailing party.

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

8. The Franchise Agreement requires application of the laws of the Commonwealth of Massachusetts. This provision may not be enforceable under California law.

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

10. Any condition, stipulation or provision in the Franchise Agreement which would result in your waiver of compliance with any provision of the California Franchise Relations Act is void to the extent that such provision violates such law.

11. No disclaimer, questionnaire, clause, or statement signed by a franchisee in connection with the commencement of the franchise relationship shall be construed or interpreted as waiving any claim of fraud in the inducement, whether common law or statutory, or as disclaiming reliance on or the right to rely upon any statement made or information provided by any franchisor, broker or other person acting on behalf of the franchisor that was a material inducement to a franchisee's investment. Any statements or representations signed by a franchisee purporting to understand any fact or its legal effect shall be deemed made only based upon the franchisee's understanding of the law and facts as of the time of the franchisee's investment decision. This provision supersedes any other or inconsistent term of any document executed in connection with the franchise.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT & RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF HAWAII

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

HAWAII LAW MODIFICATIONS

1. The following sentence is added to the end of Section 6(a):

"Notwithstanding the foregoing, the State of Hawaii, Business Registration Division requires Us to defer the receipt of initial franchise fees and other payments to Us and our affiliates until We have met all of Our pre-opening obligations and You have opened your franchised business."

2. The Director of the Hawaii Department of Commerce and Consumer Affairs requires that certain provisions contained in franchise documents be amended to be consistent with Hawaii law, including the Hawaii Franchise Investment Law, Hawaii Revised Statutes, Title 26, Chapter 482E-1 through 482E-12 (1988). To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Hawaii Franchise Investment Law provides rights to You concerning non-renewal, termination and transfer of the Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Law, the Law will control. Among those rights, the law may require that upon termination or non-renewal Franchisor purchase for fair market value Franchisee's inventory, supplies, equipment and furnishings purchased from Franchisor or a supplier designated by Franchisor; provided that personalized materials which have no value to Franchisor need not be compensated for. If the non-renewal or termination is for the purpose of converting the Franchisee's business to one owned and operated by Franchisor, Franchisor may, additionally, be obligated to compensate the Franchisee for loss of goodwill. Franchisor may deduct all amounts due from Franchisee and any costs related to the transportation or disposition of items purchased against any payment for those items. If the parties cannot agree on fair market value, fair market value shall be determined in the manner set forth in the Franchise Agreement. If the Franchise Agreement does not provide for determination of fair market value of assets for purchase by Franchisor, such amount will be determined by an independent appraiser approved by both parties, and the costs of the appraisal shall be shared equally by the parties.

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

3. Section 482E-3(a) of the Hawaii Franchise Investment Law requires us to give you a copy of the Franchise Disclosure Document at least 7 calendar days prior to signing the Franchise Agreement.

4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Hawaii Franchise Investment Law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signature on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on this _____day of _____ , 20___.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC FRANCHISE AGREEMENT

FOR THE STATE OF ILLINOIS

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

ILLINOIS LAW MODIFICATIONS

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, 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' right upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

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

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on this _____ day of_____ , 20___.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT AND RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF INDIANA

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

INDIANA LAW MODIFICATIONS

1. The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchise Act, Ind. Code Ann. §§ 1-51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-27 (1985). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Indiana Deceptive Franchise Practices Act provides rights to Franchisee concerning non-renewal and termination of the Franchise Agreement. To the extent the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. If the Franchisee is required in the Franchise 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 of order under the Act, such release shall exclude claims arising under the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, and such acknowledgements shall be void with respect to claims under the Act.

c. If the Franchise Agreement contains covenants not to compete upon expiration or termination of the Franchise Agreement that are inconsistent with the Indiana Deceptive Franchise Practices Act, the requirements of the Act will control.

d. The Indiana Deceptive Franchise Practices Act provides that substantial modification of the Franchise Agreement by Franchisor requires written consent of the Franchisee. If the Franchise Agreement contains provisions that are inconsistent with this requirement, the Act will control.

e. If the Franchise Agreement requires litigation/arbitration to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act §§ 23-2.2.7(10).

f. If the Franchise Agreement requires that it be governed by a state's law, other than the State of Indiana, to the extent that such law conflicts with the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, the Acts will control.

g. The Indiana Deceptive Franchise Practices Act provides rights to Franchisee concerning the waiver of claims or rights. To the extent the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

h. The Indiana Deceptive Franchise Practices Act provides rights to Franchisee concerning the time period to bring an action against the Franchisor. To the extent the Agreement contains a provision that is inconsistent with the Act, the Act will control.

i. The Indiana Deceptive Franchise Practices Act prohibits the Franchisor from operating a substantially identical business to that of the Franchisee's within the Franchisee's territory, regardless of trade name. To the extent the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

j. The Indiana Deceptive Franchise Practice Act excludes any indemnification for liability caused by the Franchisee's proper reliance on or use of procedures or materials provided by the Franchisor. To the extent the Franchise Agreement contains a provision that is inconsistent with the Act, the Act will control.

2. Indiana Code § 23-2-2.5-9(2) requires us to give you a copy of the Franchise Disclosure Document at the earlier of: (i) 10 days prior to signing the Franchise Agreement; or (ii) 10 days prior to our receipt of any consideration.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Indiana Deceptive Practices Act and the Indiana Franchises Act, with respect to each such provision, are net independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on this _____ day of _____, 20__.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT AND RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF MARYLAND

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

MARYLAND LAW MODIFICATIONS

1. All initial fees will be deferred until Franchisor's pre-opening obligations have been met.

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. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Franchise Agreement requires the Franchisee to execute a general release as a condition of renewal. The Franchise Agreement is amended to state that the general release required as a condition of renewal shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

b. The Franchise Agreement requires the Franchisee to execute a general release as a condition of assignment/transfer. The Franchise Agreement is amended to state that the general release required as a condition of assignment/transfer shall exclude claims arising under the Maryland Franchise Registration and Disclosure Law. The general release required as a condition of assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

c. The Franchise Agreement requires the Franchisee to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law. The Franchise Agreement is amended to state that such acknowledgements shall be void with respect to claims under the Law and such representations 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.

d. The Franchise Agreement requires arbitration to be conducted in the Commonwealth of Massachusetts. The Franchise Agreement is amended to state that the requirement for dispute resolution to be conducted in a forum other than the State of Maryland shall not be interpreted to limit any rights Franchisee may have to bring suit in the state of Maryland. A Franchisee may file an action 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.

e. The Franchise Agreement requires the Franchisee to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute **a** violation of the Law as a condition of the sale of a

franchise. Maryland Franchise Registration and Disclosure Law prohibits a Franchisor from requiring a prospective franchisee to assent to any release, estoppel or waiver of liability as a condition of purchasing a franchise. The Franchise Agreement is amended to state that such representations 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.

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

3. Each provision of this Amendment 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 Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on this _____ day of _____, 20__.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT AND RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF MINNESOTA

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

MINNESOTA LAW MODIFICATIONS

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Disclosure Document contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. Franchisee will have the right to use Franchisor's trademarks, service marks, trade names, logotypes or other commercial symbols (collectively, the "Trademarks"). The Minnesota Department of Commerce requires that Franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Trademarks infringes trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of the Trademarks except in accordance with the requirements of the Franchise Agreement, and, as a condition to indemnification, Franchisee must provide notice to Franchisor of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Franchisor. If Franchisor accepts the tender of the defense, Franchisor has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Franchise Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

b. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases that a franchisee be given 90 days' notice of termination (within 60 days to cure). If the Franchise Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. Franchise Act, Sec. 80C.14, Subd. 4., requires, except in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Franchise Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Franchise Agreement shall be superseded by the Act's requirements and shall have no force or effect.

d. Franchise Act, Sec. 80C.14, Subd. 5., requires that Franchisor not unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of the particular franchisor.

e. Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be

conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. Furthermore, Minn. Rule 2860.4400J prohibits a Franchisee from waiving his or her rights to a jury trial or to waive rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or to consent to liquidated damages, termination penalties, or judgment notes.

f. If the Franchisee is required in the Franchise 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 Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgements shall be void with respects to claims under the Act.

g. If the Franchise Agreement requires that it be governed by a state's law, other than the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights you may have as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

h. If the Franchise Agreement requires you to sue the Franchisor outside the State of Minnesota, those provisions shall not in any way abrogate or reduce any rights you may have as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota. As such, the disclosure in the risk factor on the cover page of the Disclosure Document that the Franchise Agreement requires you to bring a claim outside the State of Minnesota is not applicable because of the Franchise Act.

i. A Franchisee may file a civil lawsuit in Minnesota for claims arising under Minn. Stat. §80C.17, Subd. 5. Any claims arising under Minn. Stat. §80C.17, Subd. 5 must be brought within three years after the cause of action accrues.

2. Minn. Stat. Sec. 80C.06, Subd. 5 requires you to receive the Disclosure Document at the earlier of: (i) seven days prior to signing the Franchise Agreement; or (ii) seven days prior to our receipt of any consideration.

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

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on this _____ day of _____, 20__.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____

FRANCHISEE:
By: _____
Name: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT AND RELATED FRANCHISE DOCUMENTS

REQUIRED BY THE STATE OF NEW YORK

In recognition of the requirements of the New York General Business Law, Article 33, the parties to the attached Franchise Agreement agree as follows:

1. Section 5(f) of the Franchise Agreement, under the heading "**RENEWAL**" shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

"You, except to the extent prohibited by state law, execute a general release, in a form prescribed by Us, of any and all claims You may have against Us and our subsidiaries and affiliates, and their respective officers, directors, shareholders, members, agents and employees; provided, however, that all rights enjoyed by You and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;"

2. Section 27(d)(viii) of the Franchise Agreement, under the heading "**ASSIGNMENT; CONDITIONS AND LIMITATION**" shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

"You, except to the extent prohibited by state law, have executed a general release of any and all claims against Us and Our subsidiaries and affiliates, and Our respective officers, directors, agents and employees; provided, however, that all rights enjoyed by the transferor and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695 and the regulations issued thereunder, shall remain in force; it being the intent of this provision that the non-waiver provisions of N.Y. Gen. Bus. Law Sections 687.4 and 687.5 be satisfied;"

3. Section 47 of the Franchise Agreement, under the heading "**GOVERNING LAW; CONSENT TO VENUE AND JURISDICTION**" shall be amended by adding the following section at the end of the Section:

"The foregoing choice of law should not be considered a waiver of any right conferred upon the Franchisee by General Business Law of New York State, Sections 680-695."

4. Each provision of this Amendment to the Franchise Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of New York General Business Law, Article 33, Section 680 through 695, and of the Codes, Rules, and Regulations of the State of New York, Title 13, Chapter VII, Section 200.1 through 201.16 are met independently without reference to this Amendment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT & RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF NORTH DAKOTA

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

NORTH DAKOTA LAW MODIFICATIONS

1. Sub-Paragraph 6 (a) of the Agreement, under the heading "FRANCHISEE'S PAYMENTS" is hereby deleted in its entirety and replaced with the following paragraph:

"(a) You shall pay to Us an Initial Franchise Fee of Sixty Thousand Dollars ($60,000.00). All initial fees are deferred until Our initial pre-opening obligations to You are complete and the franchise is open for business. You understand and acknowledge that the Initial Franchise Fee is non-refundable and is fully earned by Us at the time of performance of Our initial pre-opening obligations and the franchisee is open for business."

2. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota Law, including the North Dakota Franchises Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Franchise 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 Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgements shall be void with respect to claims under the Law.

b. Covenants not to compete during the term and upon termination or expiration of the Franchise Agreement are enforceable only under certain conditions according to North Dakota Law. If the Franchise Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Franchise Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Franchise Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with the North Dakota Franchise Investment Law, the North Dakota Franchise Investment Law will control.

e. If the Franchise Agreement requires mediation or arbitration to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration or if the parties cannot agree on a

location, the location will be determined by the arbitrator.

f. If the Franchise Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. Section 51-19-08 of the North Dakota Franchise Investment Law requires franchisor to give you a copy of the Franchise Disclosure Document at the earlier of: (i) seven days prior to signing the Franchise Agreement; or (ii) seven days prior to franchisor's receipt of any consideration.

3. **THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (SECTION 51-19-09, N.D.C.C.):**

a. Restrictive Covenants: Franchise Disclosure Documents which disclose the existence of covenants restricting competition contrary to Section 9-08-06, N.D.C.C., without further disclosing that such covenants will be subject to the statute.

b. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

c. Restrictions of Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

d. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

e. Applicable Laws: Franchise agreements which specify that they are to be governed by the laws of a state other than North Dakota.

f. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

g. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

h. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

i. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

j. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

4. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Amendment to the Franchise Agreement on this _____ day of _____, 20____.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT & RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF RHODE ISLAND

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

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, 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. If the Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act Sec. 19-28.1-14.

b. If the Agreement requires that it be governed by a state's law, other than the State of Rhode Island, to the extent that such law conflicts with Rhode Island Franchise Investment Act it is void under Sec. 19-28.1-14.

c. If the Franchisee is required in this 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 of order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgements shall be void with respect to claims under the Act.

2. Section 19-28.1-8 of the Rhode Island Franchise Investment Act requires a franchisor to give you a copy of the Franchise Disclosure Document at the earlier of: (i) the first personal meeting; (ii) 10 business days before the execution of the Franchise Agreement; or (iii) 10 business days before the payment of any consideration that relates to the franchise relationship.

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

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC.
FRANCHISE AGREEMENT & RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF SOUTH DAKOTA

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

SOUTH DAKOTA LAW MODIFICATIONS

1. The following sentence is added to the end of Section 6(a):

Notwithstanding the foregoing, the Director of the South Dakota Division of Securities requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement and the franchisee is open for business.

2. The Director of the South Dakota Division of Securities requires that certain provisions contained in franchise documents be amended to be consistent with South Dakota law, including the South Dakota Franchises for Brand-Name Goods and Services Law, South Dakota Codified Laws, Title 37, Chapter 37-5B, Sections 37-5B-1 through 37-5B-53 (2008). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in this 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 Law, or a rule or order under the Law, such release shall exclude claims arising under the South Dakota Franchises for Brand-Name Goods and Services Law, and such acknowledgements shall be void with respect to claims under the Law.

b. Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the state of South Dakota, except in certain limited instances as provided by law. If this Agreement contains a covenant not to compete which is inconsistent with South Dakota Law, the covenant may be unenforceable.

c. If this Agreement requires litigation to be conducted in a forum other than the State of South Dakota, the requirement is void with respect to any cause of action otherwise enforceable under South Dakota Law.

d. If this Agreement requires that it be governed by a state's law, other than the State of South Dakota, matters regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, the Agreement and all provisions of this Amendment will be and remain subject to the application, construction, enforcement, interpretation under the governing law set forth in the Agreement.

e. If the Franchise Agreement requires that disputes between Franchisor and Franchisee be mediated/arbitrated at a location that is outside the State of South Dakota, the mediation/arbitration will be conducted at a location mutually agreed upon by the parties. If the parties cannot agree on location for the mediation/arbitration, the location shall be determined by the mediator/arbitrator selected.

3. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the South Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC.
FRANCHISE AGREEMENT & RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF VIRGINIA

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

VIRGINIA LAW MODIFICATIONS

1. The provisions of this Amendment form an integral part of, and are incorporated into the Franchise Agreement. This Amendment is being executed because: **(A)** the offer or sale of the franchise to Franchisee was made in the Commonwealth of Virginia; **(B)** Franchisee is a resident of the Commonwealth of Virginia; and/or **(C)** your Supporting Strategies franchise will be located or operated in the Commonwealth of Virginia.

2. The following sentence is added to the end of Section 6(a):

Notwithstanding the foregoing, the Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by you to us until we have completed our pre-opening obligations under this Agreement.

3. Any capitalized terms that are not defined in this Amendment shall have the meaning given them in the Franchise Agreement.

4. The provisions of this Amendment will be effective only to the extent that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently of this Amendment.

5. Except as expressly modified by this Amendment, the Franchise Agreement remains unmodified and in full force and effect.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC
By: _____
Name: _____
Title: _____

FRANCHISEE:
By: _____
Name: _____
Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT, COMPLIANCE AGREEMENT & RELATED AGREEMENTS

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT, AND RELATED DOCUMENTS

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

Section 6(a) of the Franchise Agreement, under the heading "FRANCHISEE'S PAYMENTS" shall be deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

"(a) You shall pay to Us an Initial Franchise Fee of Sixty Thousand Dollars ($60,000.00). Such Initial Franchise Fee shall be due and payable in full immediately upon Our fulfilling Our initial pre-opening obligations to You and You open the franchise business. You understand and acknowledge that the Initial Franchise Fee is non-refundable and is fully earned by Us at the time the parties execute this Agreement."

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON LAW MODIFICATIONS

The state of Washington has a statue, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your Franchise.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by **a** franchisee shall not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act or rights or remedies under the Act, such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the Franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

AMENDMENT TO SUPPORTING STRATEGIES PARTNERS, LLC
FRANCHISE AGREEMENT & RELATED FRANCHISE DOCUMENTS

FOR THE STATE OF WISCONSIN

The Franchise Agreement between _____ ("Franchisee") and SUPPORTING STRATEGIES PARTNERS, LLC, a Delaware limited liability company ("Franchisor"), dated _____ (the "Franchise Agreement") shall be amended by the addition of the following language, which shall be considered an integral part of this Agreement (this "Amendment"):

WISCONSIN LAW MODIFICATIONS

1. The Securities Commissioner of the State of Wisconsin requires that certain provisions contained in franchise documents be amended to be consistent with the Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135. To the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Wisconsin Fair Dealership Law, among other things, grants you the right, in most circumstances, to 90 days' prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies. If the Franchise Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Franchise Agreement shall be superseded by the Law's requirements and shall have no force or effect.

b. The Wisconsin Fair Dealership Law, among other things, grants you the right, in most circumstances, to 90 days' prior written notice of termination and 60 days within which to remedy any claimed deficiencies. If the Franchise Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Franchise Agreement shall be superseded by the Law's requirements and shall have no force or effect.

c. If the Franchise Agreement requires that it be governed by a state's law, other than the State of Wisconsin, to the extent that any provision of the Franchise Agreement conflicts with the Wisconsin Fair Dealership Law such provision shall be superseded by the law's requirements.

d. Covenants not to compete during the term of and upon termination or expiration of a Franchise Agreement are enforceable only under certain conditions according to Wisconsin Law.

2. Section 553.27 of the Wisconsin Franchise Investment Law requires Franchisor to give you a copy of the Franchise Disclosure Document at the earlier of: (i) 10 business days prior to signing the Franchise Agreement; or (ii) 10 business days prior to Franchisor's receipt of any consideration.

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

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed, sealed, and delivered this Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR: SUPPORTING STRATEGIES PARTNERS, LLC

By: _____

Name: _____

Title: _____

FRANCHISEE:

By: _____

Name: _____

Title: _____

EXHIBIT K TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

RELEASE OF CLAIMS

RELEASE OF CLAIMS

THIS IS A CURRENT FORM THAT IS SUBJECT TO CHANGE OVER TIME.

For and in consideration of the Agreements and covenants described below, Supporting Strategies Partners, LLC ("Franchisor") and _____ ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

A. Franchisor and Franchisee entered into Supporting Strategies Partners, LLC Franchise Agreement dated _____.

B. [NOTE: Describe the circumstances relating to the release.].

C. Subject to and as addressed with greater specificity in the terms and conditions set forth below, Franchisor and Franchisee now desire to [NOTE: Detail purpose of release] relating to the Franchise Agreement.

AGREEMENT

1. Consideration. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. Release of Claims by Franchisor. In consideration of, and only upon full payment of $_____ to Franchisor, and the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisor, for itself and for each of its affiliated corporations, limited liability companies, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of its past and present members, directors, officers, employees, attorneys, agents, assigns and representatives does hereby release and forever discharge Franchisee and each of his heirs, executors, successors, and assigns of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorneys' fees), complaints, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, disclosed or undisclosed, related to the Franchise Agreement. This release does not release Franchisee from any obligations he may have under this Agreement.

5. Release of Claims by Franchisee. In consideration of the other terms and conditions of this Agreement, the receipt and sufficiency of which is hereby acknowledged, Franchisee, for himself and for each of his heirs, executors, administrators, insurers, attorneys, agents, representatives, successors, and assigns, does hereby release and forever discharge Franchisor and each of its respective affiliated corporations, limited liability companies, subsidiaries, divisions, insurers, indemnitors, attorneys, successors, and assigns, together with all of their past and present directors, officers, members, employees, attorneys, agents, assigns and representatives in their capacities as such, of and from any and all actions, suits, proceedings, claims (including, but not limited to, claims for attorneys' fees), complaints, charges, judgments, executions, whether liquidated or unliquidated, known or unknown, asserted or unasserted, absolute or contingent, accrued or not accrued, related to the Franchise Agreement.

6. Reservation of Claims Against Non-Settling Parties. Franchisor and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

8. Voluntary Nature of Agreement. The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. Governing Law and Jurisdiction. This Agreement will be construed and enforced in accordance with the law of the state of _____.

10. Attorneys' Fees. All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by reason of the breach.

This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

This General Release shall not apply to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

This Release shall not apply to any liability that violates California Corporations Code sections 3152 and 31512.1

Dated: _____, 20__ SUPPORTING STRATEGIES PARTNERS, LLC

By _____
Its Managing Member

Dated: _____, 20__ FRANCHISEE: _____

By _____

Its _____

State Effective Dates

The following states have franchise laws that 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Illinois	Pending
Minnesota	June 25, 2024, as amended _____
New York	Pending
Rhode Island	Pending
Virginia	August 21, 2024, as amended _____

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT L TO THE DISCLOSURE DOCUMENT

SUPPORTING STRATEGIES PARTNERS, LLC

RECEIPTS

RECEIPT

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

If Supporting Strategies Partners, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require that the franchisor gives you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

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

Supporting Strategies Partners, LLC authorizes the agents listed in Exhibit A to receive service of process on its behalf.

Franchise Seller: Leslie Jorgensen, Supporting Strategies Partners, LLC, 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915; Telephone: (888) 631-8922.

Other Sellers:_____
Name/Address/Telephone Number

Issuance Date: May 15, 2024, as amended October 1, 2024. (See State Cover Page for state effective dates.)

I have received a Franchise Disclosure Document dated May 15, 2024, as amended October 1, 2024, that included the following Exhibits:

Exhibit A- List of Administrators/Agents for Service of Process
Exhibit B- Franchise Agreement
Exhibit C- Confidential Operations Manual Table of Contents
Exhibit D- List of Current & Former Franchisees
Exhibit E- Financial Statements
Exhibit F- Non-Disclosure, Non-Solicitation and Non-Competition Agreement
Exhibit G- Spousal Non-Disclosure and Non-Competition Agreement
Exhibit H- Franchise Compliance Questionnaire
Exhibit I- State Specific Addenda to the Disclosure Document
Exhibit J- State Specific Amendments to the Franchise Agreement
Exhibit K- Form of Release of Claims
Exhibit L- Receipts

_____	_____	_____
Date	Prospective Franchisee	Print Name
_____	_____	_____
Date	Prospective Franchisee	Print Name

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 Supporting Strategies Partners, LLC offers you a franchise, it must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan, Oregon and Wisconsin require that the franchisor gives you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

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

Supporting Strategies Partners, LLC authorizes the agents listed in Exhibit A to receive service of process on its behalf.

Franchise Seller: Leslie Jorgensen, Supporting Strategies Partners, LLC, 100 Cummings Center, Suite 207P, Beverly, Massachusetts 01915; Telephone: (888) 631-8922.
Other Sellers:_____
Name/Address/Telephone Number

Issuance Date May 15, 2024, as amended October 1, 2024. (See State Cover Page for state effective dates.)

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Exhibit J- State Specific Amendments to the Franchise Agreement
Exhibit K- Form of Release of Claims
Exhibit L- Receipts

_____	_____	_____
Date	Prospective Franchisee	Print Name
_____	_____	_____
Date	Prospective Franchisee	Print Name

PLEASE REMOVE THIS PAGE, SIGN AND DATE ABOVE, AND RETURN IT TO:
Supporting Strategies Partners, LLC, 100 Cummings Center, Suite 207P, Beverly, MA 01915,
or by electronic transmission (email) to us at info@supportingstrategies.com