FRANCHISE DISCLOSURE DOCUMENT

Office Squad Franchise, LLC, a Nevada limited liability company
10501 W. Gowan Rd. Suite 260
Las Vegas, Nevada 89129
Phone: 702-649-3495 Website: TheOfficeSquad.com

As a franchisee, you will operate a business support and management firm providing bookkeeping, hosted and administrative services, phone answering, executive suites, co-working space, virtual offices, and optional CPA and tax preparation services, under the name "TheOfficeSquad®."

The total investment necessary to begin operation of a TheOfficeSquad® business is between $104,850 to $270,200. This includes $50,000 that must be paid to the franchisor or its affiliates.

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 this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jarita Clifton, Office Squad Franchise, LLC, 10501 W. Gowan Rd. Suite 260, Las Vegas, NV 89129, Phone: 702-649-3495, or email: franchise@TheOfficeSquad.com.

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

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

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

ISSUANCE DATE: JULY 22, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20.
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 C 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 TheOfficeSquad® 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 TheOfficeSquad® franchisee?	Item 20 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 Nevada. 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 Nevada than in your own state.

2. **Financial Condition**: Franchisor is undercapitalized (see Item 21) and may not be able to meet preopening obligations to all franchisees.

3. **Short Operating History**: The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchisor in a system with a longer operating history.

4. **Personal Guarantee**: Franchisees must sign a personal guarantee, making you and your spouse individually liable for your financial obligations under the agreement if you are married. The guarantee will place your and your spouse's marital and personal assets at risk, perhaps including your house, if your franchise fails.

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.

MICHIGAN SPECIFIC-NOTICE

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, the provisions are void and cannot be enforced against you:

(a) A prohibition of 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 in this act. 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 thirty (30) days, to cure each 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 your Office are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than five (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 six (6) months 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 section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside 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 qualification or standards.

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

(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 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 the subdivision.

(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.

At your option, in the event that our most recent financial statements are unaudited and show a net worth of less than $100,000.00 then we will, at your request, arrange for the escrow of your initial investment and other funds paid by you until our obligations to provide real estate, improvements, equipment, inventory, training, or other items included in this franchise offering are fulfilled.

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

Any questions regarding this notice should be directed to the Attorney General's Department for the State of Michigan, Consumer Protection Division, Franchise Section, 670 Law Building, 525 W. Ottawa Street, Lansing, Michigan 48913, (517) 373-7117.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this disclosure document, "we", "us," or "our" means Office Squad Franchise, LLC, the franchisor. "You" or "your" means the person to whom we grant a franchise, whether you are an individual or a corporation, partnership, limited liability company or other legal entity, and includes all owners and partners of the person who buys the franchise.

The Franchisor, its Parent, Predecessors, and its Affiliates

We are a Nevada limited liability company that was formed on July 4, 2012. Our principal business address is 10501 W. Gowan Road, Suite 260, Las Vegas, Nevada, 89129. We do business under the name "TheOfficeSquad®" and other trademarks we designate (the "Marks"). We began offering franchises in June 2021. We have not previously offered franchises in any other line of business, nor do we operate any businesses under the Marks. We do not conduct any business activities other than franchising.

Our affiliate, DidaVa.com LLC ("DidaVa"), is a Nevada limited liability company that was formed on December 17, 2004 and has a principal business address is 10501 W. Gowan Road, Suite 260, Las Vegas, Nevada, 89129. DidaVa operates an Office under the Marks and has done so since December 2004. DidaVa licenses to us the Marks that we will license to you, and will make its facilities available for your initial training.

We do not have any parent. We do not have any predecessors. We do not have any affiliates. Other than as stated above, we do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

The Franchises We Offer

We offer franchises that provide business support and management services including accounting and bookkeeping, hosted and administrative services, phone answering, virtual assistance, virtual offices, executive suites, co-working space, and optional CPA and tax preparation services operated under the Marks ("Offices"). Offices are operated under a system that includes our valuable know-how, information, trade secrets, training methods, Manual, standards, designs, trademark usages, copyrights, sources and specifications, confidential electronic and other communications, methods of Internet usage, marketing programs, and research and development connected with the operation and promotion of Offices, all of which may be changed, improved, and further developed from time to time (the "System").

You will sign our standard franchise agreement ("Franchise Agreement"). Your Office must offer the products and services we authorize and require you to offer. We reserve the right to add, modify, or delete any services or products that you must offer or sell at your Office at any time upon written notice to you in our sole discretion. You must also obtain all necessary permits, licenses and approvals to operate your Office.

Market and Competition

We have combined 3 large industries to create our model; accounting, flexible workspace, and staffing. This creates a large market for our services. These services and products generally are competitive and well-developed, although there are very few companies, if any, that provide all of the services we do. The market is not seasonal. You will have to compete with executive suite and virtual office providers, virtual

assistants, phone answering companies, accounting firms, bookkeepers, and other individuals and companies that provide similar services.

You will face other business risks that could have an adverse effect on your business, including pricing policies of competitors, changes to laws or regulations, changes in supply and demand, regional or national economic health, neighborhood demographic and traffic patterns, new technologies, and competition that provides related products.

Industry-Specific Regulations

In addition to laws and regulations that apply to businesses generally, most states and local jurisdictions have enacted laws, rules, regulations and ordinances which may apply to the operation of your business, including occupational health and safety; labor; licensing and bonding; insurance; and advertising. You may need to obtain licensing and certifications (as required by your state or local law) to provide services from your Office. Some jurisdictions have passed laws that require businesses to pay their employees a higher minimum wage than what is required under federal law, which laws may disproportionately affect franchised businesses.

Agents for Service of Process

Our agent for service of process in Nevada is Jarita Clifton, 10501 W. Gowan Road, Suite 260, Las Vegas, Nevada, 89129. Our agents for service of process in other states are listed on Exhibit A to this Disclosure Document.

ITEM 2

BUSINESS EXPERIENCE

CEO and Founder: Jarita Clifton

Jarita "Dida" Clifton is our Founder and CEO and has held this position since our inception in December 2014. Ms. Clifton is also CEO of our affiliate, DidaVa, and has held this position since its inception in December 2004.

Chief Operating Officer and gal of all things: Amber Cosgrove

Amber Cosgrove is Chief Operating Officer as of June 2022. Between June 2022 and July 2014, she was our and DidaVa's Client Relations & Onboarding representative.

Chief Marketing Officer: Talor Clifton

Talor Clifton is our Chief Marketing Officer and has held this position since June 2022. From March 2021 to June 2022, she was our Vice President of Sales. Between March 2020 and March 2021, she was our Area Liaison and Sales representative. Prior to joining us, Talor was Store manager with Alex & Ani in Las Vegas, Nevada, a position she held between August 2013 and March 2020.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No litigation is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

You will pay us an initial franchise fee of fifty thousand dollars ($50,000) ("Initial Fee") in a lump sum when you sign the Franchise Agreement for an Area of Operations consisting of a maximum population of 500,000.

These initial fees are not refundable under any circumstances. These initial fees are uniform to all franchisees under this offering.

ITEM 6

OTHER FEES[1]

Type of Fee	Amount	Due Date	Remarks
Royalty	7% of your Gross Revenue.[2]	Payable monthly on the fifth day of the following month, or other day of the week or month we designate in the Manual.	Based on your Gross Revenue during the previous month (or other period we designate).
Outsourced Support Services	75% of Gross Revenue from outsourced services, which we will bill at our then-current rate schedule.	Payable monthly on the fifth day of the following month, or other day of the week or month we designate in the Manual.	At our option, we may perform certain services for your clients, such as phone answering, bookkeeping, chief financial officer, and administrative services. You will pay us 75% of the amount you collect from your client for these services, in addition to the other amounts you pay us.
Brand Fund Fee	An amount we designate, up to 2% of your Gross Revenue.	Payable on the fifth day of the each month, or other day of the week or month we designate in the Manual.	Based on your Gross Revenue during the previous month (or other period we designate).
Advertising Cooperative Contribution	An amount we designate, up to 3% of your Gross Revenue.	Payable weekly on Wednesday of each week, or other day of the week, month (or other period) designated by us or the Cooperative.	If a Cooperative has been established for your market, you must participate. Each member will vote on the Cooperative's actions at the rate of one Office, one vote. Neither we nor our affiliates have controlling voting rights in any Cooperative.

Type of Fee	Amount	Due Date	Remarks
Local Advertising Payment	The difference between the amounts you spent on local advertising each year and your required local advertising expenditure (3% of your Gross Revenue).	Payable after receipt of invoice	If you fail to spend your required annual local advertising expenditure on local advertising, you must pay us the difference between the amount you spent and the required advertising expenditure, which will be contributed to the Brand Fund (and will be in addition to, not instead of, your required Brand Fund contribution).
Additional Requested Training and One-on-One Coaching	Our then-current tuition fee as published in the Manual; currently $250 per day. Also, you must pay all travel, lodging, meals, and other expenses we incur if we conduct training away from our headquarters.	Prior to our providing any such training or advice	In the event you are not operating your Office according to the Manual, we have the right to require you and your staff to attend additional training, which will occur (at our option) at a location we select. You must pay all travel, meal, lodging, salary, and living expenses for your attendees if the training occurs at a location outside of your Area of Operations.
Transfer Fee	$10,000	Date that we approve transfer.	Applicable only if you choose to transfer your Franchise Agreement. Our consent is required for any transfer.
Audit Fees	The greater of $500 and the actual cost of audit fees, plus the underreported fees, late charges on those fees, and interest on the fees you did not pay at 1.5% per month. (Note 3)	As incurred.	Due if the audit shows an understatement greater than 2% of reported amounts.
Management Fee	$500 per day that we manage your Office, plus our direct expenses incurred on your behalf	As incurred	Due when we (or a third party) manage your Office after your death or disability, or by exercising our step-in rights.
Costs, administrative expenses, and attorneys' fees (Note 4)	Will vary under circumstances	Upon settlement or conclusion of a claim or action; in resolution of our efforts to collect past-due fees from you; or when we take action against you in response to your default of the Franchise Agreement.	Due when you do not comply with the Franchise Agreement.

Type of Fee	Amount	Due Date	Remarks
Customer Service and Complaint Resolution	Varies; reasonable costs we incur for responding to a member.	On invoice	Payable if a member of one of your Office contacts us with a complaint and we provide a credit or refund to the member as part of our addressing its complaint.
Supplier or Product Approval Fee	$125 per request.	Upon demand	We will charge this fee if you request our approval of a new product or supplier.
Insurance	Our cost of premiums, plus an administrative fee equal to 20% of the cost of the premiums.	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Indemnification	Will vary under circumstances	As incurred	Payable to indemnify us, our affiliates and owners, officers, employees, agents, successors, and assigns against all claims related to your ownership and operation of your Office.
Liquidated Damages	The combined monthly average of your Royalty Fees (without regard to any fee waivers or other reductions) beginning with the date on which you begin operating your first Office through the date of early termination, multiplied by the lesser of: (i) 24 months, or (ii) the number of full months remaining in the Term.	Within fifteen (15) days of the early termination of your franchise.	Due only if we terminate the Franchise Agreement before the end of the term because of your material breach, or you terminate the Franchise Agreement without legal cause.

1. All fees paid to us are uniform and non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may or may not be refundable depending on the vendors and suppliers. All fees listed in this Item 6 are uniformly imposed by us as to all franchisees.

All fees or money that you owe to us or our affiliates must be paid by electronic transfer no later than on the date they are due.

2. "Gross Revenue" means all revenue accrued from the sale of all products and performance of services in, at, upon, about, through or from your Office, whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to your Office. Gross Revenue includes insurance proceeds and/or condemnation awards for loss of sales, profits or business, as well as the full retail value of any gift certificate or coupon sold for use at your Office (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from Gross Revenue). Gross Revenue does not include the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown

separately and, in fact, paid by you to the appropriate governmental authority.

3. The highest interest rate allowed by law in California for late payments is 10% annually.

4. If we prevail in any action against you to secure or protect our rights under the Franchise Agreement, or to enforce the terms of the Franchise Agreement, we will be entitled to recover from you reasonable attorneys' fees and court costs. If we become a party to any action or proceeding concerning the Franchise Agreement, or any agreement between us and you, as a result of any claimed or actual act, error or omission of you or your Office, then you will be liable for our reasonable attorneys' fees incurred by us in the action or proceeding. If we are required to engage a collection agency, use legal counsel, or hire any third party in connection with any failure by you to pay us amounts when they are due, or your failure to submit when due any reports, information, or supporting records, or in connection with any failure by you to otherwise comply with the Franchise Agreement, you must reimburse us for all costs and expenses of enforcement and collection, including our reasonable: (a) legal fees; (b) investigation fees; (c) travel expenses of our employees or agents; and (d) hourly charges of our employees or agents.

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
Franchise Fee	$50,000	Check or Wire Transfer	At Signing of Franchise Agreement	Us
Real Estate / Rent[1, 2]	$2,500 - $15,000	As Arranged	Before Beginning Operations	Landlord
Utility	$300 to $1,200	As Arranged	Before Beginning Operations	Utility Providers
Leasehold Improvements[2, 3]	$10,000 - $50,000	As Arranged	Before Beginning Operations	Approved Suppliers
Office Expenses	$100 - $500	As Arranged	Before Beginning Operations	Approved Suppliers
Signage	$2,500 - $5,000	As Arranged	Before Beginning Operations	Approved Suppliers
Market Introduction Program	$1,000 - $3,000	As Arranged	Before Beginning Operations	Approved Suppliers
Insurance	$150 to $500	As Arranged	Before Beginning Operations	Insurance Company
Furniture, Fixtures and Equipment	$7,500 to $50,000	As Arranged	Before Beginning Operations	Approved Suppliers
Computer Systems	$2,500 - $10,000	As Arranged	Before Beginning Operations	Approved Suppliers
Training	$1,500 - $4,000	As Arranged	During Training	Airlines, Hotels, Restaurants
Dues and Subscriptions	$500 - $1,500	As Arranged	Before Beginning Operations	Relevant Organizations
Licenses & Permits[4]	$300 to $1,500	As Arranged	Before Beginning Operations	Licensing Authorities
Legal & Accounting	$1,000 to $3,000	As Arranged	Before Beginning Operations	Attorney, Accountant

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is to be Made
Additional Funds[5] (3 months)	$25,000 to $75,000	As Arranged	As Necessary	Employees, Utilities, Lessor & Suppliers
Total Estimated Investment[6, 7]	$104,850-$270,200			

(Please see Notes below, which are an integral part of this Item)

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Office. We do not offer financing directly or indirectly for any part of the initial investment. The availability and terms of financing from third parties depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and the lending policies of financial institutions from which you request a loan.

The factors underlying our estimates may vary depending on several variables, and the actual investment you make in developing and opening your Office may be greater or less than the estimates given depending upon the location of your franchise, and current relevant market conditions. None of the payments you make to us are refundable. We do not know whether any of the money you pay to third parties will be refundable. In compiling this chart, we relied on our experience as the owner and operator of an Office similar to the franchise being offered to you.

1. Rent. This assumes a prepayment of one month of rent. Since real estate values vary dramatically from region to region, we cannot accurately estimate your rent. These costs could be substantially higher in certain markets, depending on the square footage of the space; the city or town in which it is located; condition of the space; population density; and the types of common area or other charges that will be allocated to you. These estimated rental amounts are indicative of a location in the greater Las Vegas, Nevada area, with a minimum of 2,000 square feet. Pre-paid rent is generally non-refundable, while security or other deposits may be refundable either in full, or in part, depending upon the lease contract. This estimate does include tenant improvement allowance that you may receive from the landlord for your Office. We anticipate that most of our franchisees will lease space for their Offices. As a result, these amounts do not reflect costs for the purchase of real estate of for your Office, which also would result in a significantly greater initial investment.

2. Adjacent Territories. If you purchase the right to operate in multiple adjacent Areas of Operations (each containing a maximum population of 500,000), you need have only one physical office placed between them to service the adjacent Areas of Operations.

3. Leasehold Improvements. These amounts include the expected expenses for building out your Office. These amounts are our best estimate of the range of costs of leasehold improvements, based on our experience and our affiliate's experience in constructing a TheOfficeSquad® Office in Las Vegas, Nevada, and will likely vary substantially based on local conditions, including the availability and prices of labor and materials (estimate is based upon non-union labor); the site's condition, configuration, location, and size; the demand for the site among prospective lessees; the site's previous use; county or city building application and inspection fees; county, city, or state codes; the cost to access existing plumbing; and any construction or other allowances the landlord grants. They do not include capitalized costs of rent or other occupancy costs, over either the life of the lease or the life of your investment. This estimate does not include tenant improvement allowance or any free rent that you may receive from the landlord for your Office.

4. Licenses & Permits. State and local government agencies typically charge fees for occupancy permits, operating licenses and permits to make improvements to your office. Your actual costs may vary from the estimates based on the requirements of state and local government agencies.

5. Additional Funds. This is an estimate of the funds needed to cover pre- and post-opening expenses including sales taxes, recruiting, on-site training expenses, as well as additional operating capital for other variable costs (e.g., electricity, telephone, Internet service, Internet setup, etc.), paper, office supplies, cellular telephones, and other supplies. Additional funds are also an estimate of the monies you will need on hand during the initial phase of Business operations.

6. Figures May Vary. This Estimated Initial Investment Item 7 includes our estimates of your initial startup expenses and funds for additional inventory and additional funds for the operation of your Office. These expenses do not include payroll costs. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Office. Additional funds for the operation of your Office will be required after the first three months of operation if sales produced by your Office are not enough to produce positive cash flow.

7. Conversion Franchises. If you are converting an existing business into a TheOfficeSquad® franchise, it is possible that your initial investment will be lower than the figures contained in this Item 7, depending on whether you already have suitable, improved space for an Office; whether you have furniture, fixtures, and equipment for an Office; whether you have computer equipment compatible with our systems; and whether you already have the licenses and permits necessary to operate your Office.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To help ensure a uniform image and uniform quality of products and services throughout TheOfficeSquad® System, you must maintain and comply with our quality standards. Any required standards exist to protect our interest in the System and the Marks and not for the purpose of establishing any control, or the duty to take control, over those matters that clearly are reserved to you. We publish our standards, specifications, policies, and procedures in our confidential operations manuals, our training videos, and other documents (collectively, the "Manual") that we will loan to you. We do not otherwise issue specifications or standards to our franchisees or approved suppliers.

Approved Suppliers

Except for instances where we designate a single source supplier, if you wish to purchase any products or services for which we have established approved suppliers from an unapproved supplier, you may request our consent in writing and we will be required to consider your request. The procedure for submitting a request will be outlined in the Manual. We will charge a fee of $125 to evaluate a supplier or product for which you request our approval. We will not require you to pay us any fees, or reimburse us for any costs, in connection with the process of evaluating or approving new suppliers. We will have up to 30 days to conduct our evaluation before we render a decision. If we request, you must submit samples and other information as we require for testing or to otherwise determine whether the product, material or supply, or the proposed supplier meets our specifications and quality and safety standards. We may re-inspect the facilities and products of any supplier of an approved supplier or item and revoke our approval of any supplier or item that fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or item.

We apply the following general criteria in approving a proposed supplier: (1) ability to make product in conformity with our specifications; (2) reputation, longevity, and integrity of supplier; (3) Dunn & Bradstreet rating of the supplier; (4) financial condition and insurance coverage of the supplier; (5) cost; (6) the reasons for your selecting the supplier; and (7) system uniformity. We do not make our specific criteria for selecting approved suppliers available to our franchisees, nor do we make our specifications known to suppliers.

Required Purchases or Leases

A list of the materials that you can, or will be required to, purchase from suppliers approved by us, and the names of those approved suppliers, will be listed in our Manual. Other than the Technology Products, we are not the only approved suppliers of any other goods or services for your franchise. If you wish to do so, you may choose to purchase supplies, inventory, or other materials (other than the Technology Products) from any supplier you choose, so long as the items you purchase are of good quality. We do not issue specifications or standards to our franchisees.

Outsourced Support Services

At our option, we may perform for you certain services, such as phone answering, bookkeeping, administrative, and chief financial officer services (the full list of services we will provide on an outsourced basis is listed in the Manual. We and our affiliates are the only approved suppliers of these services.

Marketing Materials

We have the right to require you to purchase from us, or our approved third-party suppliers, marketing and advertising materials relating to the System. We and our affiliates are an approved supplier of these materials, but are not the only approved suppliers of them.

Technology Products

We are the only approved supplier of the hosted cloud services and software applications (the "Technology Products") that you must use to communicate with your clients and with us, and to operate and manage your Office. The software can be used on most common computer and smartphone operating systems, including Windows, Apple, iOS, and Android. Upgrades to the Technology Products may be required periodically. We and our affiliates are approved supplier of Technology Products and we may be the only approved suppliers of them.

Real Estate

You must purchase or lease real estate for your Office according to the criteria that we will make available to you in the Manuals. We are not an approved supplier of the real estate for your Office. If you purchase the right to operate in multiple adjacent Areas of Operations (each containing a maximum population of 500,000), you need have only one physical office placed between them to service the adjacent Areas of Operations.

Insurance

You must obtain and carry, at your expense, insurance policies that we periodically require protecting you and us. All insurance policies must name us as an additional insured party. All policies must be underwritten by companies having an A.M. Best rating of A- or higher. The insurance policies must include, at a minimum: During the Term, you must maintain in force, at your expense, policies of insurance, in the

minimum amounts specified by us, issued by carriers approved by us that have a rating of at least A- by A.M. Best, or the equivalent.

You must purchase and maintain, throughout the term of the Agreement: (1) professional liability (errors & omissions) and general liability insurance for the franchised business with an umbrella of at least $1,000,000 per occurrence, $3,000,000 aggregate limit, and $100,000 damage to rented premises per occurrence with an endorsement specifically covering cyber liability risks; (2) automobile liability, covering any automobile, including any hired or non-owned vehicles used in your Office's operation, of $1,000,000 coverage or higher amount if required by applicable law; and (3) other insurance to comply with applicable law. We may unilaterally modify our insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of the change through the Manual. We are not an approved supplier of the required insurance policies.

Proportion of Required Purchases and Leases to All Purchases and Leases

We estimate that the purchase of goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your Office, from us or our designated or approved suppliers and distributors, or those meeting our standards and specifications, will be between 30% and 80% of your total cost to establish an Office and between 5% and 20% of your total cost of operating Offices (not including amortization, depreciation, or replacement of worn or obsolete improvements, equipment, furniture, or fixtures). These are estimates only.

Purchasing Cooperatives, Purchasing Arrangements, Rebates, Payments, and Derived Revenue

We do not have purchasing and distribution co-operatives as of the issuance date of this Franchise Disclosure Document. We may negotiate alternative purchase arrangements with suppliers and distributors of approved products for the benefit of our franchisees and we reserve the right to receive rebates on volume discounts from our purchase of products that we may re-sell to you. We reserve the right to negotiate prices in the future for various products for the benefit of the System, but not on behalf of or for the specific benefit of individual franchisees, but we currently do not do so. We may derive revenue or other material consideration from purchases or leases by franchisees from suppliers, but we have not yet done so.

We reserve the right to derive revenue from your purchase of products, but as of the issuance date of this Franchise Disclosure Document, we have not yet derived any profit from our arrangement with any approved supplier based on purchases by our franchisees. There are no caps or limitations on the maximum amount of payments we may receive from our suppliers as the result of franchisee purchases.

Some of our officers own an equity interest in us (the franchisor) and our affiliates, and we are an approved supplier of the Technology Products. We do not provide material benefits, such as renewing or granting additional franchises to franchisees, based on their use of designated or approved suppliers.

ITEM 9

FRANCHISEE'S OBLIGATIONS

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

	Obligation	Section In Agreement	Item In FDD
a	Site Selection & Acquisition/Lease	Section 3.1 and Addendum 1	Items 7, 8, 11, and 12
b	Pre-Opening Purchase/Leases	Sections 3.2 and 6.4	Items 5, 7, 8, and 11
c	Site Development & Other Pre-Opening Requirements	Section 3.2	Items 7, 8, and 11
d	Initial & Ongoing Training	Sections 10.1 – 10.4	Items 6, 7, and 11
e	Opening	Section 3.3	Item 11
f	Fees	Article 6	Items 5, 6, and 7
g	Compliance With Standards And Policies/Operating Operations Manual	Articles 7, 8, and 9	Items 8 and 11
h	Trademarks & Proprietary Information	Articles 7, 9 and 16	Items 11, 13, 14, and 16
i	Restrictions On Products/Services Offered	Sections 9.2 , 9.3, 9.6, and 9.8	Items 8, 11, 12, and 16
j	Warranty & Customer Service Requirements	Section 9.7	Item 11
k	Territorial Development & Sales Quotas	Section 9.8	Item 12.
I	Ongoing Product/Service Purchases	Sections 9,2 9.4, & 9.6	Items 6 and 8
m	Maintenance, Appearance And Remodeling Requirements	Sections 9.5 & 9.6	Items 8, 11, 16, and 17
n	Insurance	Section 14.3	Items 7 and 8
o	Advertising	Article 8	Items 6, 7, 8, and 11
p	Indemnification	Section 14.1	Item 6
q	Owner's Participation, Management, Staffing	Section 9.1	Items 11 and 15
r	Records and Reports	Section 6.4, Article 11, and Article 12	Item 11
s	Inspections And Audits	Article 12	Items 6 and 11
t	Transfer	Article 15	Item 17
u	Renewal	Section 5.2	Item 17
v	Post-Termination Obligations	Articles 16 & 18	Item 17
w	Non-Competition Covenants	Article 16	Items 15 and 17; Exhibit H
x	Dispute Resolution	Article 19	Item 17
y	Liquidated Damages	Section 18.8	Item 6

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, Office Squad Franchise, LLC is not required to provide you with any assistance.

Pre-Opening Assistance. Prior to the opening of your Office, we will provide the following initial services:

1. Communicate with you and our approved supplier regarding our standards and specifications for the equipment, furniture, layout, and color scheme you will need to use for your Office. (Franchise Agreement, Article 3)

2. Before you begin operating your first Office, you and your General Manager (if you have one) are required to take our training program, which will take place at a location designated by (the "Training Program") on the operation of an Office. We describe the Training Program later in this Item. (Franchise Agreement, Article 10)

3. We do not select the site for your Office, but we will not unreasonably withhold our acceptance of a site that meets our requirements. We must approve or disapprove your site within a reasonable time after we receive from you notice of the site's location. We describe the site selection process later in this Item.

4. Loan to you, or provide you with electronic access to, one copy of the Manual. We describe the Manual later in this Item. (Franchise Agreement, Article 9)

Site Selection

We do not select the location of your Office. We generally do not own the premises or lease it to you. Finding a suitable location that conforms to local ordinances, building codes, and our guidelines is your responsibility. However, we will provide you with guidance regarding our standards for selecting a site, and you are required to obtain our approval for any site you choose.

You select the site of your Office within the Area of Operations provided in the Franchise Agreement. If you purchase the right to operate in multiple adjacent Areas of Operations (each containing a maximum population of 500,000), you need have only one physical office placed between them to service the adjacent Areas of Operations. We will either accept or reject the site in our sole discretion. If we accept a location submitted by you, we will enter it on Addendum 1 of your Franchise Agreement. Acceptance by us of a location is conditioned upon our determination, in our judgment, that the site that you have submitted for your Office is within (or between) your Area(s) of Operations and is a suitable site based upon criteria we establish from time to time. You must obtain our approval of a site no later than 90 days after you sign the Franchise Agreement.

We must determine that your proposed location meets or exceeds our standards, but our acceptance does not ensure that your Office will be profitable at the approved location. We will either accept or reject the site in our sole discretion. We evaluate each proposed site and accept or do not accept each one on a case-

by-case basis. The factors that we consider in approving site(s) include (but are not limited to) general location and neighborhood. demographics and population density; educational background of neighboring daytime and nighttime populations; estimates regarding future population growth; daytime population versus nighttime population; visibility; traffic patterns, access, and parking; size; physical characteristics of any existing buildings; median, mean, and per capita household income; lease terms; local competition; and proximity to businesses as well as density of business population.

We will approve or disapprove your proposed site within 15 days after you present the information described above to us. If you and we disagree about the proposed location, you must locate another acceptable site for your Office and repeat the process. If: (a) you and we cannot reasonably agree on a site within 90 days of the Effective Date, we have the right to terminate the Franchise Agreement. If we terminate the Franchise Agreement for one of these reasons, we will not refund any portion of the initial franchise fee you paid us. (Franchise Agreement, Article 3).

Time to Open.

We estimate that there will be an interval of time of 30 to 90 days between the execution of the Franchise Agreement and the opening of your Office. The factors that may affect this length of time include time for obtaining local licenses, weather conditions, training, obtaining marketing materials, materials shortages, hiring as needed, obtaining space for your Office, and obtaining financing arrangements. You must begin operating your first Office within 90 days of signing the Franchise Agreement. If you do not begin operating your Office within that time, we have the right to terminate the Franchise Agreement. If we terminate the Franchise Agreement for this reason, we will not refund to you any of the Initial Fee you paid us. (Franchise Agreement, Article 3).

Post-Opening Obligations. During the operation of your business, we will:

1. Make a representative reasonably available to provide you with individual assistance, by phone or through electronic means, during normal business hours. (Franchise Agreement, Article 10)

2. Provide you with specifications and standards, and provide general guidance through meetings, printed materials, and/or other media. (Franchise Agreement, Article 10)

3. Provide our Technology Products to you. (Franchise Agreement, Article 11).

4. Institute, maintain and administer a central advertising account (the "Brand Fund") for such advertising or public relations programs, which may include product testing, as we, in our sole discretion, may deem appropriate to promote Offices locally, regionally, or nationally. We describe the Brand Fund later in this Item. (Franchise Agreement, Article 8)

5. At your request (or if we require it in the case that you are performing below our System standards), provide you with additional training. We have the right to charge you our then-current rates, which are presently $250 per day. (Franchise Agreement, Article 10)

Post-Opening Optional Assistance. During the operation of your Office, we may:

6. Conduct annual or other periodic conferences and/or meetings for all franchisees and managers. We have the right to require you and your General Manager to attend these conferences. We have the right to require you and your General Manager to attend these programs for up to two (2) days per year. (Franchise Agreement, Article 10)

7. Coordinate the presence of the System on the Internet, including but not limited to e-commerce, web site use, social media and networking sites, and cyberspace applications. This includes all national, regional, state, and local websites regarding Offices and our franchisees. We will have sole discretion and control over the design and contents of any website. For so long as you are not in default of the Franchise Agreement, we will list your Office on our Internet website. We reserve the right to de-list or remove your Office from the website if you are not in compliance with the terms of the Franchise Agreement. We have the right to control all use of social media that mentions or uses the Marks. (Franchise Agreement, Article 7)

There is no specified date or period for us to complete our obligations stated above. Other than those mentioned above, we do not provide other supervision, guidance, or service.

Advertising

Local Advertising

We require you to spend an amount we designate up to three percent (3%) of your Gross Revenues on your local advertising and marketing efforts in your Area of Operations. Every year, you must prepare and submit for our approval a plan for meeting this requirement. We also require, you to become a member of local networking groups (such as your local chamber of commerce, LeTip, Business Network International, Rotary Club, or similar groups), and your membership dues can be applied to your required local advertising and marketing expenditures. All of your advertising, promotion, and marketing must be completely clear, factual, and not misleading, and must conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we periodically require. We require you to obtain our approval before you conduct any advertising on the Internet.

Before you use them, you must send us or our agency for review samples of all advertising, promotional, and marketing materials that we have not prepared or previously approved. We will attempt to approve all such materials within fifteen (15) days of receiving them from you. You may not use any advertising, promotional, or marketing materials that we have not approved (Franchise Agreement, Article 8.2).

Cooperatives

In our discretion, we may designate geographic areas for the establishment of Cooperatives. We have the right to require you to pay an amount we designate up to three (3%) of your Gross Revenue to a Cooperative on a weekly, monthly, or other periodic basis. This amount could be higher if you and the other members of the Cooperative vote to increase the contribution level. If your Office is within one of these geographic areas, you must become a member of the Cooperative. You need not join more than one Cooperative for the same Franchised Office. All Offices (including Offices owned by us or our affiliates) must become members in any Cooperatives that we establish for geographic regions in which they own locations.

Each Cooperative will be organized and governed in a form and manner that we approve, and we reserve the right to change the way that the Cooperatives are organized and governed in our sole discretion. We reserve the right to administer the fund, or to have an advertising agency do so. We have the right to examine the books, records, and accounts of the Cooperative and to audit the Cooperative. Each Cooperative must prepare annual financial statements and submit them to us. The statements will be made available to you for your review.

We require that each Cooperative governs from written organizing documents. As of the date of this Disclosure Document, no Cooperative has been formed and no governing documents are available for you to review. No changes to the organizing documents are permitted without our advance written approval.

We, in our sole and absolute discretion, have the right to require any Cooperative to be formed, or have the governing documents changed. We also have the right to require that any Cooperative dissolve or merge into another Cooperative. (Franchise Agreement, Section 8.8).

Brand Fund

We have a fund for marketing the System, the Marks, and Offices (the "Brand Fund"). We require you to pay us on a monthly basis (or other period we designate) a continuing Brand Fund Fee. Your Brand Fund Fee will be two percent (2%) of your monthly Gross Revenue. The fees you pay to the Brand Fund are not refundable. (Franchise Agreement, Article 6)

Your contribution to the Brand Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the Brand Fund but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Offices owned by us will contribute to the Brand Fund on the same basis as franchisees.

The Brand Fund will be administered by us, our affiliate, or designees, at our discretion. We may use a professional advertising agency or media buyer to assist us. The Brand Fund may be commingled with our operating account and not held in a separate bank account, commercial account or savings account.

We have complete discretion on how the Brand Fund will be utilized, and we may use the money in the Brand Fund for any of the following: (i) developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and services; (vi) website development and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) collecting and accounting for contributions to the fund; (xii) preparing and distributing financial accountings of the fund; (xiii) any other programs we deem necessary or appropriate to promote or improve the System; and (xiv) our and our Affiliates' expenses associated with direct or indirect labor, administrative, overhead or other expenses incurred in relation to any of these activities.

We may use any media for disseminating Brand Fund advertisements, including direct mail, print ads, the Internet, radio, billboards, and television. We may reimburse ourselves, our authorized representatives or our affiliates from the Brand Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes and all other direct or indirect expenses associated with the programs funded by the Brand Fund. We do not guarantee that advertising expenditures from the Brand Fund will benefit you or any other franchisee directly or on a pro rata basis. We will not use the Brand Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement or website indicating "Franchises Available" or similar phrasing.

We have no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the Brand Fund or to maintain, direct or administer the Brand Fund. Any unused funds that were collected in any calendar year will (in our discretion) either be refunded or applied to the following year's funds, and we reserve the right to contribute or loan funds to the Brand Fund on any terms we deem reasonable.

The Brand Fund is not audited. Upon your written request, we will provide to you an annual accounting for the Brand Fund that shows how the Brand Fund proceeds have been spent for the previous year. We did not collect or spend any money from the Brand Fund in 2023. (Franchise Agreement, Article 8)

Advertising Council

We do not have an advertising council comprised of franchisees, but we may create one in the future.

Computer System / Technology Products

You must obtain and use a Computer System to operate your Office. The Computer System will consist primarily of hardware that you will use to access our Technology Products, which will store information regarding the management and operation of your Office, and facilitate communications between you, us, and your clients. The hardware that you should have to access our Technology Products will consist of:

HARDWARE
Windows-based computer with minimum 18GB RAM and 1TB storage
1 Smartphone (iOS®, Android®, or Windows® phone) with App capability (with data services enabled)
Printer and Scanner
SOFTWARE
Operational Software
Internet connectivity

We estimate that the cost of purchasing or leasing the Computer System will range from $2,500 to $10,000 (depending on whether you already own equipment meeting our standards). If you lease your equipment, the monthly leasing fee will depend on factors such as lease term, lease rate, down payment, residual value, credit worthiness of lease. You will be responsible to upgrade or update the Computer System during the term of the franchise, to ensure the system adheres to the most current software versions and license terms.

We reserve the right to require you to upgrade or update the Computer System and Technology Products at any time. There are no contractual limitations on the frequency and cost of this obligation. We need not reimburse you for any of these costs. We have independent, unlimited access to the information that is stored on the Computer System, which you must use in operating your Office. We or our affiliates may condition any license of proprietary software to you, or your use of technology that we or our affiliates develop and maintain (including our Technology Products), on your signing of a software license agreement or similar document that we or our affiliates prescribe to regulate your use of, and our and your respective rights concerning, the software or technology.

Neither we, nor any affiliate or third party, will be obligated to provide ongoing maintenance, repairs, upgrades or updates for the Computer System. We do not require that you purchase a maintenance, repair, upgrade or update service contract for the Computer System. The annual cost of any maintenance, updating, upgrading, or support contracts that you decide to enter into will be dictated by your supplier.

We will have the unlimited right to access all the information that is recorded by you on the Computer System or Technology Products. There are no limitations on the type of information we can access on the Computer System and Technology Products, or the times or frequency of when we access it. No compatible equivalent component or program has been approved by us. (Franchise Agreement, Article 11).

Manual

We will provide you with electronic access to the Manual after you sign the Franchise Agreement. Any required standards in the Manual exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Manual or other written materials. The Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required 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 standard and whether an alternative is suitable to any recommendations or guidelines.

We may modify the Manual at any time. The approximate total number of pages is 228. The number of pages devoted to each topic is reflected in the Table of Contents. We will notify you if there are any changes made to the policies or procedures so that you can comply. We disclose the Table of Contents to the Manual as Exhibit D to this Franchise Disclosure Document. (Franchise Agreement, Article 9).

Training Program

Our Training Program consists of two phases. The first phase typically lasts for one week, and will occur at our headquarters in Las Vegas, Nevada. The second phase will occur at your Office location. We will train you on our System guidelines, and operational and brand standards (the "Training Program"). We will not train or assist in training your employees or independent contractors, who you will be responsible for training. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of the Business. We offer the program as often as necessary to accommodate our new franchisees, and it will typically be conducted one to three weeks before you are ready to open your Office.

We do not charge any additional fees (other than the Initial Fee) for the Training Program, but you are responsible for the travel, lodging, and living costs of you (and your General Manager, if applicable) during training. You and your General Manager must complete the training program to our reasonable satisfaction, as determined by the specific program instructors listed in the training schedule below. The hours presented for each subject are estimates, as our training program continues to evolve. This training schedule is fully detailed in the Manual and will change from time to time.

We plan to provide the training listed in the table below. This training schedule is fully detailed in the Manual and will change from time to time (Franchise Agreement, Articles 9 and 10).

[This Area is Intentionally Left Blank]

TRAINING PROGRAM

SUBJECT	HOURS OF CLASSROOM TRAINING	HOURS OF ON THE JOB TRAINING	LOCATION
Mail (Use of Address)	1	1	
Client Relations & Customer Service	2	1	
Sales and Advertising	2	2	
Marketing (Building your Network)	1	4	
Bookkeeping	6	5	TOS HQ
Phone Answering & Administrative	2	2	30
Leadership and Growth	2	0	
PHASE TWO (at your Office)			
Mail (Use of Address)	0	2	
Client Relations	0	2	YOUR OFFICE
Sales and Advertising	0	4	30
Marketing (Building your Network)	0	4	
Bookkeeping	0	9	
Client Relations	0	4	
Phone Answering & Administrative	0	4	TOTAL
TOTAL ESTIMATED TRAINING TIME	**16**	**44**	**60**

The instructional materials used for all topics of training will consist of the Manual.

Our Trainers

Dida Clifton –Ownership, Leadership, History, and Culture
Dida is our Founder and CEO. She has dedicated the past 20 years to developing this successful business model and culture. Dida has over 30 years of QuickBooks and virtual assistance experience.

Amber Cosgove – COO Client Relations and On-Boarding
Amber is our COO. She has worked in all aspects of TheOfficeSquad – bookkeeping, admin, receptionist and sales.

Talor Clifton – CMO Sale, Marketing, and Business Development
Talor has over 10 years' experience in retail customer relations and management. She is passionate about building relationships and networking. As our Area Liaison, she has been a crucial part of developing the systems for our franchisees to grow their squad through relationship.

Tina Zigler –Bookkeeping and accounting
Tina is our lead bookkeeper and has more than 30 years of experience. She will be leading the training and development of franchisees in bookkeeping and accounting.

We may use certain other of our employees in the Training Program, but we have not yet determined which of them will be involved with the Training Program.

In the event you are not operating your Office according to the Manual, we have the right to require you and your staff to attend additional training, which will occur (at our option) in your Area of Operations, or in another location we select. You must pay all travel, meal, lodging, salary, and living expenses for our employees if they travel to your location to conduct training. You must pay all travel, meal, lodging, salary, and living expenses for your attendees if the training occurs at a location outside of your home city other than yours. We also have the right to charge you our then-current rates, which are presently $250 per day. (Franchise Agreement, Article 10)

ITEM 12

TERRITORY

You will receive an exclusive territory that contains an area consisting of a population of a maximum of 500,000. The Area of Operations will be defined by ZIP codes or some other geographic identification. The Franchise Agreement specifies that we will not establish, nor license another party to establish, another Office under the System within the Area of Operations, which will be identified on Addendum 1 to your Franchise Agreement. This proximity protection will remain for the initial franchise term. Direct referrals to other clients from existing clients or referral partners will be permitted anywhere in the country regardless of who owns the area. If you want to operate in an area that is larger than 500,000 in population, you may purchase multiple Areas of Operation by paying an initial fee for each one of them.

We will identify your Area of Operations. The exact size of your Area of Operations will depend on several factors, including but not limited to the geographic location of your Office, population density, demographics, competition, proximity of other Offices, and site availability.

You will operate your Office only within the Area of Operations. You will not have the right to relocate your Office to anywhere outside of the Area of Operations without our written approval, which we may withhold in our sole discretion. If you purchase the right to operate in multiple adjacent Areas of Operations (each containing a maximum population of 500,000), you need have only one physical office placed between them to service the adjacent Areas of Operations.

You may use, reference, or promote TheOfficeSquad Marks or System in connection with social media networks or platforms, but you may do so only with our approval. You are not permitted to have an individual website for your Office, but we (so long as you are following the Franchise Agreement) will provide you with a website that we will control.

We may grant you, in our sole discretion, the right to service clients located in areas adjacent to your Area of Operations (an "Unassigned Area") that have not been sold to, or are not being serviced by, another Office. You must, within twenty (20) days of your receiving written notice from us: (a) stop all sales and service efforts within the Unassigned Area; and (b) return to us all data and lists of prospective clients within the Unassigned Area. You may, however, continue servicing existing clients from the Unassigned Area.

Your Area of Operations will not be altered during the initial term of the Agreement if there is a population increase or decrease. We have the right to terminate our grant, or reduce the size, of your Area of Operations if you default under the Franchise Agreement for, among other things, failing to maintain our standards or failing to pay the royalty and other fees when they become due. There are no other circumstances under which we will modify your territorial rights.

On renewal, acquiring a successor franchise, or transferring your franchise, your Area of Operations may be modified. Depending on the then-current demographics of the Area of Operations, and on our then-current standards for territories, if the Area of Operations is larger than our then-current standard territory, we may require you or the transferee to accept a successor franchise territory or a transfer territory smaller than the Area of Operations.

Limitations on Territorial Rights

Except as stated above, we and our affiliates retain all rights in the Area of Operations for engaging in any activities we deem appropriate whenever and wherever we desire, including, but not limited to the following rights:

(1) The right to establish or operate or license any other person or entity to establish other facilities, businesses, outlets, or Internet websites under trademarks or names other than the Marks that offer or sell products or services that are different from those offered at TheOfficeSquad® Offices, inside or outside of your Area of Operations.

(2) The right to perform (or permit any other Office to perform) Authorized Services for, or sell Authorized Products to, clients within your Area of Operations if such clients are the result of direct referrals to us or such other Office or were clients of us or the other Office before you became our franchisee.

(3) The right to provide, offer and sell and to grant others the right to provide, offer and sell goods that are identical or similar to and/or competitive with those provided at Offices, whether identified by the Marks or other trademarks or service marks, through dissimilar channels of distribution (including retail stores, hardware stores, the Internet, and electronic media) both inside and outside your Area of Operations and on any terms and conditions we deem appropriate.

(4) The right to operate, and to grant others the right to operate Offices located anywhere outside your Area of Operations under any terms and conditions we deem appropriate and regardless of proximity to your Office.

(5) The right to acquire the assets or ownership interests of one or more businesses providing products and services similar to those provided at Offices, and franchising, licensing or creating

similar arrangements with respect to these businesses once acquired, wherever these businesses (or the franchisees or licenses of these businesses) are located or operating (including in your Area of Operations). We will not, however, permit any such service-based business located within your Area of Operations to operate under our Marks.

(6) The right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided at Offices, or by another business, even if such business operates, franchises, and/or licenses competitive businesses within your Area of Operations. We will not, however, permit any such service-based businesses located within your Area of Operations to operate under our Marks.

(7) The right to assign a client from inside your Area of Operations to another franchisee if the client specifically requests, in writing, that the client be reassigned due to dissatisfaction with the services you provide.

You may not, without our written permission, market services outside of your Area of Operations, but you may do business outside of your Area of Operations. Due to the nature of the franchise, you will typically develop relationships with clients which will then lead to referrals to new clients located in other markets, you are permitted to accept and work with these referral clients located in any market and other franchisees are permitted to accept referrals to (and perform Authorized Services for or sell Authorized Products to) clients located in your Area of Operations.

Right of First Refusal

You will not have the right of first refusal to acquire additional franchises within your Area of Operations. We do not customarily grant to franchise owners options, rights of first refusal or similar rights to acquire additional franchises outside of their respective territories, but we will consider doing so on a case-by-case basis.

Other Franchise Systems

Although we and our affiliates have the right to do so (as described above), neither we nor our affiliates have operated or franchised, and currently have no plans to operate or franchise, other businesses selling or leasing similar products or services under different trademarks. If we or our affiliates purchase, merge, acquire, are acquired by or affiliate with an existing competitive franchise network, chain or any other business, then we or our affiliates will have the right to operate, franchise or license those businesses and/or facilities under marks different than the Marks in your Area of Operations.

ITEM 13

TRADEMARKS

Under the Franchise Agreement, we grant you the nonexclusive right to use our Marks in connection with the operation of your Office. You may also use our other current or future trademarks to operate the Office. We have registered, or applied to register, the following marks on the Principal Register of the U.S. Patent and Trademark Office ("USPTO"):

Trademark	Registration (Application) Number Registration (Application) Date	International Class of Goods
TheOfficeSquad (Standard Character Mark)	6068367 June 2, 2020	35
Office Squad (Standard Character Mark)	3685165 September 22, 2009	35
  (Design Mark)	3688306 September 29, 2009	35
  (Design Mark)	N/A (Common Law Mark)	N/A

We have filed all required affidavits relating to the registered Marks shown above.

All Marks are owned by our affiliate, DidaVa.com, LLC, who has granted to us, under license (the "Intellectual Property License"), the right to use and franchise the Marks and associated trade names, trademarks, service marks, logotypes and other commercial symbols and copyrights and proprietary materials in the United States by and to operators of Offices. The Intellectual Property License does not contain any significant limitations on our right to use or license the Marks to you, and will continue until June 2042, with a right to renew for unlimited successive additional twenty (20) year terms. If the Intellectual Property License were to be terminated, we will have the right to change the name under which we and our franchisees operate and continue to operate and license the existing Offices under a different name. Except as described above, no currently effective agreements significantly limit our rights to use or license the use of the Marks.

There are presently no effective determinations by the United States Patent and Trademark Office, the Trademark Trial And Appeal Board, the Trademark Administrator of any state or any court, nor any pending interference, opposition or cancellation proceeding or material litigation involving the Marks. We are unaware of any infringing uses that could materially affect your use of our Marks. There are no currently effective agreements that significantly limit our rights to use or license the use of the Marks.

You will have the right to use all of our Marks in the operation of your Office. However, you must use the Marks only for the operation of your Office and in the manner authorized by us. You cannot use the names or Marks as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our Marks in connection with the sale of unauthorized goods or services, or in a manner not authorized in writing by us.

You must notify us immediately in writing of any apparent infringement or challenge to your use of our trademarks. We have the sole discretion to take such action as we deem appropriate. We are not obligated by the Franchise Agreement or other agreement to participate in your defense or to indemnify you if you are a party to any administrative or judicial proceeding involving our Marks.

You may not, without our written consent, in our sole discretion, commence or prosecute, or seek leave to intervene in any litigation or other proceeding, including any arbitration proceeding, in which you purport to enforce any right or recover any element of damage arising from the use or infringement of any of the Marks or unfair competition resulting from that use.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue use of any Marks, and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions for such modification, discontinuance, or substitution within a reasonable time after you receive notice from us. You, in connection with the use of a new or modified mark, may be required, at your own expense, to change any of your marketing materials, letterhead, business cards, and other materials to the new Marks. We do not have to reimburse you for the costs you incur for making these changes.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

No patents are material to the franchise.

We claim copyright protection of the Manual, certain of the Technology Products that we license to you, and related materials and other brand identity/marketing/advertisement/promotional materials, although such materials may not have been registered with the United States Copyright Office. These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

There currently are no effective determinations of the Copyright Office (Library of Congress), or any court regarding any of the copyrighted materials. There are no agreements in effect that significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend any patent, trademark, or copyright.

Improvements

If you or your employees make or acquire any improvements, including any enhancements, adaptations, derivative works, modifications or new processes ("Improvements") in the operation of your Office, you will grant-back exclusive rights in these Improvements to us in consideration of the grant of the franchise and without the payment of additional consideration. Improvements will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. We may include any Improvements we made or acquired in the System, including any and all intellectual property rights of ours and affiliate or services and products of the Office, Manual and the System for use by all franchisees, us or any affiliate. If we seek patent protection or copyright registration for any Improvements, we will do so at our own expense. You will sign or have the creator sign all documents necessary to enable us to apply for intellectual property rights protection and to secure all rights to these Improvements. You will have each of your

employees sign an agreement requiring employee cooperation with these requirements. You must obtain our express written consent before making any modification or derivative work.

Confidential Information

We possess certain confidential information including the methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of the System (the "Confidential Information"). We will disclose certain of the Confidential Information to you during the training programs, seminars and conventions, in the Manual and in guidance furnished to you during the term of the Franchise Agreement.

The Franchise Agreement provides that you will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of an Office during the term of the Franchise Agreement, and that the use or duplication of the Confidential Information in any other business would constitute unfair competition. You also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form; and (4) will adopt and implement all reasonable procedures required by us to prevent unauthorized use or disclosure of the Confidential Information, including without limitation, restrictions on disclosure of Confidential Information to your employees.

The Manual will at all times remain our property exclusively. We may revise the Manual, and you must comply with each new or changed standard, although these new and changed standards will not materially affect your rights and responsibilities under the Franchise Agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Unless you are purchasing this franchise as an add-on business to your existing executive or virtual office suite business your Office must at all times be under your direct, day-to-day, full-time supervision. If you are a legal entity, you must have a General Manager, approved by us. If you are purchasing this franchise as an add-on to your existing executive or virtual office suite business, we may approve a General Manager who does not have an equity interest in you.

You and your General Manager will be required to attend and successfully complete our Training Program. If your General Manager is unable to complete (or pass) our Training Program, we will require you to designate an alternative manager that must attend and pass the Training Program. You or your General Manager must use his or her best efforts in the operation of your Office.

If you are a legal entity, then all your directors, clients, partners, and/or officers and any individual that owns an interest of at least five percent (5%) in you or the Franchise Agreement must sign our Owner Agreement assuming and agreeing to be personally responsible for all of the obligations of the Franchise Agreement, and agree to be bound by the confidentiality provisions and non-competition provisions of the Franchise Agreement and agree to certain restrictions on their ownership interests. The required Owner Agreement is attached to the Franchise Agreement as Addendum 2. If you are married, we require your spouse to sign the Owner Agreement.

You must take all necessary precautions to ensure that the persons listed in the Franchise Agreement as owners of an equity interest, and any representatives and beneficial owners of the Franchise Agreement, sign the Owner Agreement, and you must forward a copy of these signed agreements to us. You also must ensure that your General Manager and any of your employees that have access to our trade secrets and confidential information each sign the Confidentiality/Non-Competition Agreement (Exhibit H), and you must forward a copy of these signed agreements to us.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are required to offer for sale only services and products that have been approved and specified by us in the Manual and any updates that are incorporated in the Manual from time to time. You may not offer for sale any services or products not specifically approved by us in writing and you may not use any Office for any other purpose than as permitted by us in the Manual. You must offer any products and/or services that we designate as required products and/or required services in the Manual. There are no limits on our ability to make changes to the services or products we require you to sell. You (if you are an individual) or your owners (if you are a legal entity) may own other businesses, so long as they do not compete with us or other Offices. You may also use your Office to promote these other businesses.

You may not sell products or services within another franchisee's Area of Operations. You may not sell products through other channels of distribution such as wholesale, Internet or mail order sales. You may participate in social networking sites, but you may not mention or discuss the franchise, us or any of our affiliates, without our prior written consent and subject to our on-line policy. You may not advertise, promote, or solicit clients outside of the Area of Operations without our express written consent.

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 Agreement	Summary
a. Length of the franchise term	Section 5.1	Agreement starts on the date it is signed and ends 10 years after the date you open your Office for business.
b. Renewal or extension of the term	Section 5.2	You are permitted to acquire three (3) additional terms of five (5) years each if you meet the requirements listed in Article 5 of the Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 5.2	Advance written notice, not later than 120 days to renew; sign most current form of Franchise Agreement which may contain substantially different terms and conditions than your current Franchise Agreement, including a smaller geographic Area of Operations; have fully performed your obligations under the Franchise Agreement, including obligation to be current in payment of all monetary obligations to us, and not have committed two or more breaches of the Franchise Agreement during any 12-month period

Provision	Section in Franchise Agreement	Summary
		during the term. If you seek to acquire a successor franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d. Termination by franchisee	Section 17.6	You may terminate the Franchise Agreement by notice to us if we fail to perform material obligations. You must give us notice, and 30 days to cure or commence cure. If the nature of the breach is such that we will be unable to cure it within the required thirty (30) day period, we can take such additional time as may be reasonably necessary within which to cure said breach provided that we have begun taking corrective action within the thirty (30) day period, and we pursue it diligently to completion.
e. Termination by franchisor without cause	Not applicable.	Not applicable.
f. Termination by franchisor with cause	Section 17.1 – 17.3	We can terminate the Agreement, automatically or by notice to you, with or without a cure period, if you breach a material provision of the Franchise Agreement.
g. "Cause" defined - curable defaults	Section 17.3	You have 30 days after notice to cure breaches relating to your: (a) failure to resolve customer complaints and/or disputes in a timely manner; or (b) failure to pay us or our affiliates any amounts owed. You have 10 days after notice to cure breaches relating to your failure to obtain or maintain required insurance coverage. You will have 30 days after notice to cure any breaches of the Franchise Agreement not listed in Sections 17.1, 17.2, or 17.3.
h. "Cause" defined – non-curable defaults	Sections 17.1 and 17.2	Your Franchise Agreement will terminate automatically, without your ability to cure any defaults, if you: (a) Become insolvent or make a general assignment for the benefit of creditors; (b) File a petition in bankruptcy, or such a petition is filed against you and you do not oppose it, or are adjudicated as bankrupt or insolvent. (c) Have a bill in equity or other proceeding for the appointment of a receiver of (1) you; (2) the Franchised Business; or (3) another custodian for your business or assets, is filed or consented to by you, or if a receiver or other custodian (permanent or temporary) of your assets or property, or any part of them, is appointed by any court of competent jurisdiction. (d) Have proceedings for a composition with creditors under any state or federal law instituted by or against you. (e) Have a final judgment against you in the amount of twenty-five thousand ($25,000) dollars or more that remains unsatisfied or of record for thirty (30) days or longer. (f) Dissolve or liquidate. (g) Have execution levied against your business or property. (h) Have the real or personal property of the Franchised Business sold after levy by any sheriff, marshal, or constable, or foreclosed upon.

Provision	Section in Franchise Agreement	Summary
		You will not have an opportunity to cure defaults, and we are entitled to terminate the Franchise Agreement upon notice, if you: (i) Fail to open your Office, or complete training to our satisfaction, on or before the date required under the Franchise Agreement; (j) Abandon your Office or fail to keep it open for a period of five (5) consecutive weekdays, unless it is for a reason beyond your control; (k) Or your General Manager or any of your managers, officers, members, directors, or owners are convicted of or plead no contest to a felony or other criminal misconduct relevant to the operation of your Office; (l) Make an unauthorized transfer of the business; (m) Fail to comply with any material federal, state, or local law or regulation applicable to the operation of your Office; (n) Make any material misrepresentations relating to your acquisition of the franchise or in connection with the operation of the franchise including any intentional understatement of revenue or failure to report revenue; (o) Violate any covenant not to compete or relating to confidential information; (p) Submit on two or more occasions during the term financial information which understates your Gross Revenue by more than 2%, unless you demonstrate that such understatement resulted from inadvertent error; (q) Engage in any activity that has a material adverse effect on the System or the Marks; (r) Receive from us 3 or more notices of default under the Franchise Agreement within a 24-month period regardless of whether you cured those defaults; (s) Challenge the validity of, materially misuse, or make any unauthorized disclosure, use, or duplication of our Confidential Information or our Marks; (t) Or any of your owners, officers, directors, managers, members, agents, or employees make any misrepresentation relating to, or violate, the United States' laws against terrorism; (u) Or your affiliates breach the terms of any other agreement with us or our affiliates, which default remains uncured after the expiration of any applicable cure period; or (v) Are absent from a mandatory training course, conference, or convention, and do not cure this default by attending all of the mandatory training courses, meetings, conferences, and conventions within the 12-month period following our notice to you of your default under this provision.
i. Franchisee's obligations on termination/non-renewal	Articles 16 and 18	Upon termination you must cease operating your Office, not compete with us, not use our confidential information, pay all sums due us, cease to use the Marks, assign the lease to us at our request, cancel any fictitious name which contains the Marks, turn over all Manual, records, files and any materials relating to the operation of your Office, cancel or transfer all telephone numbers and directory listings to us, comply with all covenants, and pay us liquidated damages.
j. Assignment of contract by franchisor	Section 15.1	We may transfer all or any part of the System, the Franchise Agreement, or the Marks without your consent.
k. "Transfer" by franchisee –	Section 15.2	Includes transfer of your Franchise Agreement, contact information

Provision	Section in Franchise Agreement	Summary
defined		or lists relating to your clients, assets, premises of your Office, or change of any portion of your ownership (if you are a legal entity).
l. Franchisor approval of transfer by franchisee	Section 15.3	You cannot transfer the Franchise Agreement without our consent.
m. Conditions for franchisor approval of transfer	Section 15.3	We have the right to condition our approval of any transfer proposed by you upon the following: (a) You must be in full compliance with the Franchise Agreement and pay all outstanding fees owed to us or our its affiliates; (b) We must have declined our right of first refusal; (c) Your transferee must have completed the Training Program to our satisfaction; (d) Your transferee must execute our then-current form of franchise agreement, or assume your existing franchise agreement (at our option); (e) You must pay us a transfer of ten thousand dollars ($10,000). (f) You and your owners must execute a general release of all claims against us, our affiliates, and shareholders, officers, directors, employees, agents, successors, and assigns; (g) Your transferee must assume all your liabilities and obligations relating to your Office; (h) You must execute a written agreement not to compete in favor of us and your transferee, with terms the same as those contained in your Franchise Agreement; (i) If any part of the sale price is financed, you must agree that all obligations of the transferee under any promissory note or financing statement will be subordinate to its obligations to pay amounts due to us and our Affiliates.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 15.4	You must give us written notice of intent to sell or otherwise transfer the Franchise Agreement at least 60 days prior to making any transfer or sale. We have 60 days from the date that you give us written notice to determine whether we will exercise our right of first refusal. We can match any bona fide written offer for your franchise.
o. Franchisor's option to purchase franchisee's business	Section 18.6	At termination or expiration of the Franchise Agreement, we have the option to purchase your assets for fair market value. The fair market value will be determined by a qualified independent appraiser we select.
p. Death or disability of franchisee	Sections 15.6 and 17.8	The estate of the deceased or incapacitated person must, within one hundred eighty (180) days from the date of death or disability, appoint a new General Manager. If that does not happen, we have the ability to exercise our Step-In Rights and operate your Office until a new General Manager is appointed.
q. Non-competition covenants during the term of the franchise	Section 16.4	You must not be in a competing business anywhere and must not attempt to divert clients of your Office to any competitive business. Unless we agree otherwise in writing, you may have no involvement in any business that: provides services the same as or similar to the type of services provided by Offices, other than an Office operated under a valid Franchise Agreement with us.
r. Non-competition covenants after the franchise is terminated or expires	Sections 16.5 and 16.6	You will not engage in a competing business within fifteen (15) miles of your former Area of Operations, or within fifteen (15) miles of any other franchisee, for a period of three (3) years after your Franchise Agreement is terminated. You may not be involved in any business that provides or offers to provide services the same as or

Provision	Section in Franchise Agreement	Summary
		similar to the type of services provided by Offices. You must not solicit clients or employees of your Office or any other Office for a period of one (1) year. Except in the operation of Offices under a valid franchise agreement, you may not use our Trade Secrets in any business or other endeavor after your Franchise Agreement is terminated or expires. You must completely disassociate yourself from the Marks and return the Manual and other confidential materials provided to you by us. You may not divert any business from us or seek to employ any of our employees or franchisees. You must also cancel or transfer all telephone numbers and directory listings to us.
s. Modification of the agreement	Section 20.3	Changes to the Franchise Agreement must be made in writing and agreed to by both parties.
t. Integration/merger clause	Section 20.13	Only the terms of the Franchise Agreement are binding (subject to state law). Nothing in the Agreement or in any related agreement is intended to disclaim the representations we made in the Franchise Disclosure Document. Any representations or promises outside the Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Article 19	Subject to federal and your state's law, all disputes, except as explicitly listed in the Franchise Agreement, must first be submitted to non-binding mediation in accordance with the commercial mediation rules of the American Arbitration Association ("AAA"). If the mediation is not successful, then the dispute must be submitted to arbitration before the AAA.
v. Choice of forum	Section 19.10	Subject to state law, any litigation must be pursued in courts located in Las Vegas, Nevada. See any state-specific addendum attached in Exhibit F.
w. Choice of law	Section 19.1	Federal trademark law, and other federal laws govern where applicable. Otherwise, Nevada law applies, except where individual state laws supersede, as reflected in any state-specific attachment to the Franchise Agreement, subject to state law.

ITEM 18

PUBLIC FIGURES

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

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

In the below tables, we disclose the profit and loss from January 1, 2023 through December 31, 2023 by our headquarters office (our "HQ Office") as well as its satellite office located in Henderson, Nevada (the "Satellite Office"). We combine the operations of the primary office and its satellite in our financial record keeping because they function together as one office instead of two separate offices.

The financial performance representations contained in this Item 19 are historical representations based on past performance of the HQ Office and Satellite Office. Together, we refer to the HQ Office and the Satellite Office as the "Disclosed Operation."

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Ordinary Income/Expense			
	Income		
		1099s and Tax Forms	$ 7,988.50
		Additional RNW Users	$ 2,805.00
		Admin project	$ 980.75
		Administrative Services	$ 47,063.80
		Bookkeeping Monthly Recurring	$ 698,648.72
		Bookkeeping Projects	$ 82,783.60
		Commission Income	$ 763.52
		Conference Room Income	$ 1,808.60
		Consulting Income	$ 250.00
		Coworking Space Income	$ 4,415.83
		Flight Club Only	$ 15,635.00
		License and Software Renewal	$ 1,500.00
		Payroll Service Income	$ 16,214.00
		Phone and customer service	$ 71,192.62
		QB Course	$ 1,597.00
		Set Up Fees	$ 1,374.00
		Storage	$ 630.00
		Sublease Rent	$ 96,110.00
		Technology Services	$ 4,545.00
		Use of Address	$ 25,005.00
	Total Income		$ 1,081,310.94
	Cost of Services		
		Hosted Cloud	$ 19,821.55
		Wholesale QBO	$ 3,717.60
		Royalty 7%	$ 75,691.77
		Branding 2%	$ 21,626.22
		Afterhours phone service	$ 723.30
		Contract Labor	$ 14,260.49
		Direct Payroll	$ 207,141.58
		Phone system/client service	$ 249.00
		Wholesale Payroll Service	$ 1,171.70
		PPC and Paid Social Media	$ 821.94
	Total Cost of Services		$ 345,225.14
	Gross Profit		$ 736,085.80
	Expenses		
		Auto Fuel	$ 1,829.55
		Bank Charges	$ 294.00
		ACH Fees	$ 1,605.47
		Accounting and Tax Prep	$ 2,300.00
		Computer Repairs/Maintenance	$ 4,905.82

Commission Expense		$	22,000.00
Dues and Subscriptions		$	1,712.37
Employee Medical Benefits		$	41,378.33
401K Expense		$	4,342.11
Client and Employee Gifts		$	2,646.00
Insurance		$	5,548.54
Interest Expense		$	3,565.24
Legal Fees		$	1,500.00
LinkedIn		$	1,199.88
Merchant Account Fees		$	7,048.04
Memberships and Chambers		$	1,478.72
Networking & Outside Sales		$	1,313.40
Postage and Delivery		$	371.01
Printing Lease and Reproduction		$	3,410.56
Rent		$	120,625.98
Repairs and Maintnenace		$	5,722.05
Salary			
	Management	$	106,665.23
	Owners Salary	$	120,000.00
	Payroll Fees	$	254.90
	Payroll Tax Employee	$	27,236.39
	Payroll Tax Employer Expe	$	31,374.56
Total Salary		$	285,531.08
Squad Colors Allowance		$	878.05
Sales CRM		$	1,250.00
Social Media		$	1,500.00
Staff Meals		$	2,036.84
Software Subscriptions		$	11,668.17
Supplies (Bar and Office)		$	5,300.00
Taxes		$	3,700.00
Telephone		$	3,255.31
Utilities Gas and Electrid		$	6,985.21
Internet	Gas and Electric	$	5,267.00
Total Expenses		$	562,168.73
Net Ordinary Income		$	173,917.07
Other Income/Expense			
Other Expense			
Total Other Expense		$	-
Net Other Income		$	-
		$	173,917.07

Our Disclosed Operation has earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for the financial performance representations will be made available to the prospective franchisee upon reasonable request.

Explanatory Notes:

1. Gross Revenue. The term "Gross Revenue" means all revenue accrued from the sale of all products and performance of services in, at, upon, about, through or from the Disclosed Operation, whether for cash or credit and regardless of collection in the case of credit, and income of every kind and nature related to the Disclosed Operation. Gross Revenue includes insurance proceeds and/or condemnation awards for loss of sales, profits or business, as well as the full retail value of any gift certificate or coupon sold for use at your Disclosed Operation (fees retained by or paid to third party sellers of such gift certificates or coupons are not excluded from Gross Revenue). Gross Revenue does not include the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and, in fact, paid by you to the appropriate governmental authority.

2. Similarity of Offices. The size, physical layout, and operations of the HQ Office and Satellite Office (collectively, the "Disclosed Operation") are generally similar to the Office Squad® Offices that our franchisees will own and operate. While the representations relate to the performance of our affiliate-owned Offices, franchised Office Squad® Offices will share many of the same characteristics, including degree of competition, size, and services provided. Our affiliate-owned Offices do not pay a Royalty or Brand Fund Fee and have no required local advertising expenditures. We have included expenses for the affiliate-owned Offices. Franchise locations may or may not have similar expenses, and they may have additional expenses to the ones listed below.

3. Adjustments. Franchised Office Squad® Offices are required to pay a Royalty of 7% of Gross Revenues and a Brand Fund Fee of 2% of Gross Revenues. In making these adjustments, we assumed that any additional expenses would not have a direct or indirect material effect on revenue or other expenses. In addition to imputing to the Disclosed Operation the payment of Royalty and Brand Fund Fees, we also made the following adjustments:

a. We decreased the line item for "Merchant Account fees" because beginning in 2022 we started encouraging our clients to use ACH instead of credit card payments, and we have seen many of our clients adopt that payment method.

b. We removed the "management" expense in our adjustments because we do not expect our franchisees to have a chief operating officer, office manager, or bookkeeping manager, the salaries of whom are represented by this line item.

c. We removed the "marketing" expense because we do not expect our franchisees to have a chief marketing officer the salaries of who is represented by this line item.

d. We removed the "Internet Marketing and Web Site" line item because we provide these services to our franchisees.

e. We reduced the "Sales CRM" line item because we have begun using new, less-expensive platform.

f. We removed the "key man insurance" line item because we do not require our franchisees to carry this insurance.

g. We reduced the furniture lease line items because these items relate to the furniture in our Disclosed Operation, which has a footprint much larger than our franchisees' anticipated Office size.

4. Disclosed Operation Differences. When reviewing this Item 19 and evaluating our franchise offering generally, it is very important to note the following characteristics of the two disclosed office described in this Item 19 (as compared to a new Office):

a. The area wherein the Disclosed Operation operates is located within the greater Las Vegas, Nevada metropolitan area where our brand has likely obtained more of a reputation and garnered goodwill amongst the relevant target audience (as compared to another region of the United States where there are no Office locations);

b. The HQ Office began operation in 2004 and the Satellite Office began operating in 2022. It may take some time for a new Office to establish itself in its marketplace, especially in locations where the brand may be unfamiliar.

Other than as set forth above, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting by contacting contact Jarita Clifton, The Office Squad Franchise, LLC, 10501 W. Gowan Rd. Suite 260, Las Vegas, NV 89129, Phone: 702-649-3495, or email: franchise@TheOfficeSquad.com.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1.

Systemwide Outlet Summary for Years 2021 through 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
Company-Owned*	2021	1	1	0
	2022	1	2	+1
	2023	2	2	0
Total Outlets	2021	1	1	0
	2022	1	2	+1
	2023	2	2	0

TABLE NO. 2

Transfers of Outlets from Franchisees to New Owners (Other than Franchisor or an Affiliate) for Years 2021 through 2023

State	Year	Number of Transfers
Total	2021	0
	2022	0
	2023	0

TABLE NO. 3

Status of Franchised Outlets for Years 2021 through 2023

State	Year	Outlets at Start of Year	Outlets Opened	Termin-ations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Totals	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0

TABLE NO. 4

Status of Company-Owned Outlets for 2021 through 2023

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Nevada	2021	1	0	0	0	0	1
	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2
Totals	2021	1	0	0	0	0	1
	2022	1	1	0	0	0	2
	2023	2	0	0	0	0	2

TABLE NO. 5

Projected Openings for 2024 as of December 31, 2023

State	Franchise Agreements Signed But Not Opened	Projected New Franchised Outlets in the next Fiscal Year	Projected New Company-Owned Outlets in the Current Fiscal Year
Colorado	0	1	0
Idaho	0	1	0
Nevada	0	1	0
Utah	0	1	0
Totals	0	4	0

The above figures are estimates only. These numbers may change significantly depending upon a number of factors, including the timing of various state registrations and the success of franchise marketing efforts.

No Franchisee had an agreement terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during our most recently completed fiscal year, or has not communicated with us within 10 weeks of the date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

No Franchisees have signed a confidentiality clause in a Franchise Agreement, settlement agreement or other contract within the last three years that would restrict their ability to speak openly with you about their experience with us.

Franchisees Who Have Left the System

No franchisees left the System in 2023 or within the 10 weeks preceding the issuance of this Disclosure Document.

We have not created, sponsored, or endorsed any trademark-specific organization of franchisees associated with our franchise system. No independent franchisee organizations have asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Attached to this FDD as Exhibit C are our audited financial statements as of December 31, 2023, December 31, 2022 and December 31, 2021. Our fiscal year ends on December 31st.

ITEM 22

CONTRACTS

The contracts following this Item 22 are listed in the order in which they appear as exhibits to this Franchise Disclosure Document. At this time, these are the only contracts that we expect that we will enter into with a franchisee in any state, although we reserve the right to enter into different types of contracts with its franchisees as our business develops. As a prospective franchisee, you should obtain independent legal and financial advice concerning this franchise offering as you deem appropriate before making any commitment.

Exhibit B: Franchise Agreement

Addenda to Franchise Agreement:

1. Information Regarding You and the Franchised Business; Area of Operations
2. Owner Agreement

Exhibit E: Form of General Release

Exhibit F: State-Specific Addendum

Exhibit G: Compliance Questionnaire

We will not ask you to complete the Compliance Questionnaire, and we will disregard any answers from you, if you live or plan to operate your franchise in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin.

Exhibit H: Confidentiality and Non-Compete Agreement

Exhibit I: Franchise Relationship Acknowledgement

Exhibit K: RevenueStripe Connected Account Agreement

ITEM 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this Franchise Disclosure Document are attached to this Franchise Disclosure Document as Exhibit L. Please complete both copies, detach and return the copy marked "Our Copy" to us and keep the other copy in the Franchise Disclosure Document for your own records.

Office Squad Franchise, LLC

EXHIBIT A

List of State Administrators and Agents for Service of Process

EXHIBIT A
LIST OF STATE AGENTS FOR THE SERVICE OF PROCESS AND STATE ADMINISTRATORS

Listed here are the names, addresses and telephone numbers of the state agencies having responsibility for franchising disclosure/registration laws and for service of process. We may not yet be registered to sell franchises in any or all of these states.

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

State	Agents for Service of Process	Administrators
California	California Commissioner of Financial Protection and Innovation: Los Angeles: 320 West 4th Street, Suite 750 Los Angeles, CA 90012-2344 San Diego: 1350 Front Street, Suite 2034 San Diego, CA 92101-3697 San Francisco: One Sansome Street, #600 San Francisco, CA 94104	Commissioner Department of Financial Protection and Innovation One Sansome Street, #600 San Francisco, CA 94104 (866) 275-2677
Connecticut	Connecticut Department of Banking 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230	Banking Commissioner 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230
Florida	Division of Consumer Services Attn: Business Opportunities Florida Department of Agriculture and Consumer Affairs Mayo Building Tallahassee, FL 32399-0800	Senior Consumer Complaint Analyst Florida Department of Agriculture and Consumer Affairs Mayo Building, Second Floor Tallahassee, FL 32399-0800 (850) 922-2966 or (850) 488-2221
Georgia	Office of the Governor Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level – East Tower Atlanta, GA 30334	Office of Consumer Affairs 2 Martin Luther King Jr. Drive SE Plaza Level – East Tower Atlanta, GA 30334
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722
Illinois	Illinois Attorney General Attorney General's Office	Chief, Franchise Bureau Illinois Attorney General

State	Agents for Service of Process	Administrators
	500 South Second Street Springfield, IL 62706	500 South Second Street Springfield, IL 62706 (217) 782-4465
Indiana	Secretary of State Administrative Offices of the Secretary of State 201 State House Indianapolis, IN 46204	Chief Deputy Commissioner Securities Divisions 302 West Washington Street Room E-111 Indianapolis, Indiana 46204 (317) 232-6681
Iowa	Securities Division Lucas State Office Building Des Moines IA 50319	Director of Regulated Industries Unit Iowa Securities Bureau 340 East Maple Des Moines, IA 50319-0066 (515) 281-4441
Kentucky	Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-01875	Attorney General's Office Consumer Protection Division Capital Building Frankfort, KY 40601-01875
Louisiana	[Not applicable]	Department of Justice Consumer Protection Office P.O. Box 94095 Baton Rouge, LA 70804-9095
Maine	[Not applicable]	Securities Division State House – Station 121 Augusta, ME 04333
Maryland	Maryland Securities Commissioner Securities Division 200 Saint Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360
Michigan	Michigan Department of Commerce Corporations and Securities Bureau 6546 Mercantile Way Lansing, MI 48909	Consumer Protection Division Antitrust and Franchising Unit Michigan Department of Attorney General 670 Law Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328	Deputy Commissioner Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101-2198 (651) 296-6328
Nebraska	[Not applicable]	Staff Attorney Department of Banking and Finance 1200 N. Street., Suite 311 PO Box 95006 Lincoln, NE 68509-5006 (402) 471-3445
New Hampshire	[Not applicable]	Office of the Attorney General Consumer Protection and Antitrust

State	Agents for Service of Process	Administrators
		Bureau 25 Capitol Street State House Annex Concord, NH 03301
New York	Attention: Uniform Commercial Code New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	Attention: Barbara Lasoff Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, NY 10271-0332 (212) 416-8236 Phone (212) 416-6042 Fax
North Carolina	Securities Division Room 302 300 North Salisbury Street Raleigh, NC 27611	
North Dakota	North Dakota Securities Commissioner 5th Floor 600 East Boulevard Bismarck, ND 58505 (701) 328-4712	Franchise Examiner Office of Securities Commissioner 600 East Boulevard 5th Floor Bismarck, ND 58505 (701) 328-4712
Oklahoma	[Not applicable]	Oklahoma Department of Securities The Journal Record Building 621 N. Robinson Street Suite 400 Oklahoma City, OK 73102
Oregon	Director of Oregon Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310 (503) 378-4387	Department of Consumer and Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, OR 97310 (503) 378-4387
Rhode Island	State of Rhode Island and Providence Plantations Department of Business Regulation 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920	State of Rhode Island and Providence Plantations Department of Business Regulation 1511 Pontiac Avenue, Bldg. 69-1 Cranston, Rhode Island 02920
South Carolina	Secretary of State Capitol Complex Brown Building 1205 Pendleton Street Room 510 Columbia, SC 29210	[Not applicable]
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563
Texas	[Not applicable]	Secretary of State Statutory Document Section P.O. Box 12887 Austin, TX 78711

State	Agents for Service of Process	Administrators
		(512) 475-1769
Utah	[Not applicable]	Consumer Protection Division Utah Department of Commerce 160 East 300 South P.O. Box 48504 Salt Lake City, UT 84145-0804 (801) 530-6601
Virginia	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733	State Corporation Commission Division of Securities and Retail Franchising 1300 Main Street, 9th Floor Richmond, VA 23219
Washington	Director of Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Administrator Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760
Wisconsin	Commissioner of Securities 345 W. Washington Street, 4th Floor Madison, WI 53703	Division of Securities Department of Financial Institutions P.O. Box 1768 Madison, WI 53701
Federal Trade Commission		Franchise Rule Coordinator Division of Marketing Practices Bureau of Consumer Protection Pennsylvania Avenue at 6th Street NW Washington, DC 20580 (202) 326-3128

Office Squad Franchise, LLC

EXHIBIT B

Franchise Agreement

FRANCHISE AGREEMENT BETWEEN

Office Squad Franchise, LLC
10501 W. Gowan Rd. Suite 260
Las Vegas, Nevada 89129

and

_____
_____
_____

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APPENDIX
Glossary of Terms

ADDENDA
1. Information Regarding You, your Business, and your Office; Area of Operations
2. Owner Agreement
3. Electronic Funds Transfer Authorization

FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**") is entered into on the Effective Date between Office Squad Franchise, LLC, a Nevada limited liability company ("**we,**" "**us,**" or "**our**"), and the person identified in **Addendum 1** to this Agreement ("**you**" or "**your**").

Introduction: This Franchise Agreement

This franchise agreement ("**Agreement**") is written in a conversational tone to make it easier to read. In the context of the Agreement, Office Squad Franchise, LLC is referred to as "we," or "us." When we refer to things we own or obligations we have, we use the word "our." The person, persons, or legal entity that sign this Agreement are collectively referred to as "you," and the obligations you have or the things you own are referred to as "your." When we refer to "you" or "your," we are also referring to each and every one of your Owners and the obligations that each and every one of your Owners has to us. To further bind you and your Owners, we require each and every one of your of Owners who own five percent (5%) or more of your equity, stock, membership, or partnership interests to sign the Owner Agreement, which is attached as **Addendum 2**.

In the Agreement, we sometimes capitalize the words we use. These are called "defined terms," and whenever we use one of them, we are referring to the definition we have assigned to the word. When a word appears in parentheses, quotes, and bold, we are informing the reader that the word has been defined by the text surrounding the word where it appears. At the end of the Agreement, in the **Appendix**, we have included a Glossary of Terms to help you easily locate the definition of a defined term.

The Agreement is organized into segments, articles, and sections. In the segment entitled "Recitals," we state the purpose for this Agreement. We will rely on all of the statements, representations, understandings, and promises you make to us in this Agreement when we decide to counter-sign this Agreement with you.

RECITALS

A. We own a System for the establishment and operation of a business support and management services such as bookkeeping, hosted and administrative services, phone answering, executive suites, co-working space, virtual offices, and optional CPA and tax preparation services operated under the Marks and the System (each, a "**Office**").

B. We have the right to license the Marks and the System.

C. You want to obtain the rights to use the Marks and want to be assisted, trained, and licensed by us, as our franchisee, to use the System and the Marks at a business you operate (your "**Office**"), and we are willing to grant you such rights under the terms and conditions of this Agreement. You and we therefore agree as follows:

1. YOUR COVENANTS, UNDERSTANDINGS, AND REPRESENTATIONS

You understand, represent to us, certify, and agree to the following:

1.1. System Modifications. We reserve the right to modify any aspect or element of the System. This includes, but is not limited to, our right to: (1) modify, change or abandon the strategy on which franchises are currently based; (2) add or change the standards for member services and products; and (3) require the use of new or different equipment. Such changes will generally be communicated to you through the Manual. You will promptly accept and comply with any such addition, subtraction, revision, modification or change and make such reasonable expenditures as may be necessary to comply.

1.2. System Variations. Because complete uniformity under various market circumstances may not always be possible or desirable, we, in our discretion, reserve the absolute and exclusive right to vary the standards for any franchisee based upon the customs or circumstances of a particular market area, density of population, existing business practices or any condition that we deem to be of importance to the operation of such franchisee. We, in our discretion, may enter into contracts with others for the operation of other franchises, which contracts may contain provisions that vary materially from this Agreement.

1.3. Accuracy of Information. You have ensured that all information you have submitted to us in connection with your application for this franchise was complete and accurate when you gave it to us. You represent to us that there have been no material changes in that information or other changes in material circumstances between the time you submitted the information to us and the Effective Date.

1.4. Permits, Licenses, and Legal Requirements. You understand that you will be required, under applicable Legal Requirements, to secure licenses and permission from the appropriate government authorities to operate your franchise. It is your responsibility to familiarize yourself with all applicable Legal Requirements, and we have made no representations as to the nature of such Legal Requirements or your ability to qualify or comply with them.

1.5. Your Ownership. If you are a Business Entity, you represent that:

1.5.1. Each and every person who is an Owner of five percent (5%) or more of your equity, stock, membership, or partnership interests has signed the Owner Agreement, attached as **Addendum 2**.

1.5.2. You are duly organized and validly existing under the laws of the state of your organization, and you are duly qualified to transact business in the state in which your franchise is located.

1.5.3. You have the authority to execute and deliver this Agreement and all related agreements and to perform your obligations under all such agreements.

1.5.4. Your organizing documents state that your activities are restricted to those necessary solely for the development, ownership and operation of a franchise in accordance with this Agreement and in accordance with any other agreements entered into with us or any of our Affiliates.

1.5.5. The articles or certificate of incorporation, partnership agreement or other organizational documents recite that the issuance, transfer or pledge of any direct or indirect legal or beneficial ownership interests are restricted by the terms of this Agreement.

1.5.6. All certificates representing direct or indirect legal or beneficial ownership interests in you, now or later issued, do or will bear a legend that conforms with the Legal Requirements reciting or referring to such restrictions.

If you are an individual or sole proprietorship but later become a Business Entity, you must ensure that you comply with, and that your organizing documents are consistent with, each one of the above requirements and representations.

1.6. Disclosure of Ownership Interests. You and, if you are a Business Entity, each of your Owners represents, warrants and agrees that the provisions in **Addendum 1** that pertain to your Business Entity

and its ownership is current, complete and accurate. You agree that updates or changes to **Addendum 1** will be furnished promptly to us, so that it (as revised and signed by you) is at all times current, complete and accurate.

1.7. Anti-Terrorism Laws. Neither you, nor your Owners, principals, or anyone associated with you is listed in the Annex to Executive Order 13224. (The Annex is available at http://www.treasury.gov/resource-center/sanctions/Programs/Documents/terror.pdf.) You agree not to hire or have any dealings with any person listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in you, your Owners, principals, employees, or anyone associated with you being listed in the Annex to Executive Order 13224. You agree to comply with and/or assist us to the fullest extent possible in our efforts to comply with the Anti-Terrorism Laws. In connection with such compliance, you certify, represent, and warrant that none of your property or interests are subject to being "blocked" under any of the Anti-Terrorism Laws and that you and your Owners or principals are not in violation of any of the Anti-Terrorism Laws. You are solely responsible for ascertaining what actions must be taken by you to comply with all such Anti-Terrorism Laws.

1.8. Defined Terms. Capitalized terms are used in this Agreement with the meanings assigned in the Glossary of Terms attached as the **Appendix**.

2. GRANT OF FRANCHISE

2.1. Grant of Franchise. Subject to the terms and conditions of this Agreement, we grant you the right to operate an Office only within the Area of Operations identified in **Addendum 1**. You agree to operate, under the terms of this Agreement and the Manual, an Office operating under the System and specializing in offering specific Authorized Services and Authorized Products as specified by us in the Manual, only under the Marks and only within the Area of Operations.

2.2. Restrictions on License. You do not have the right to grant franchises or sub-licenses of any kind to any other party or operate more than one Office, unless otherwise provided by separate agreement. You will not conduct any type of business, other than your Office operated under this Agreement, without our prior written approval.

3. ESTABLISHING YOUR BUSINESS

3.1. Office. You must maintain and operate your Office at a physical location (the "**Business Office**"), which is listed on **Addendum 1**. Your Business Office should be located in a professional office building or within an executive office suite that has adequate space for meeting clients. The location of your Business Office must be within your Area of Operations. You must maintain a separate telephone line, voicemail, and cable or Internet connection for the Business Office that comply with our standards and specifications. You agree not to use the telephone number of the Business Office for any other business purpose other than operating your Office under the Marks. You agree to obtain our written consent to any relocation of your Business Office us at least fifteen (15) days before you do so. You may not relocate your Business Office to anywhere outside of your Area of Operations. If you purchase the right to operate in multiple adjacent Areas of Operations, you need have only one Business Office placed at a location acceptable to us that is between them to service the adjacent Areas of Operations.

3.2. Site Selection. You agree that you are responsible for selecting the site for your Business Office. You are responsible for independently investigating the demographic characteristics, competition, and market for the services that you will provide through your Office in the market area where you intend to operate. We will, however, provide you with guidance and our standards for site selection. You must obtain our approval before you commit to a site, and you must obtain a site within 90 days of the

Effective Date. You must seek our approval by advising us in writing of the street address and location for the proposed Business Office, and by providing us with a copy of any demographic information that you possess on the proposed location as we require, in the form we prescribe. Within fifteen (15) days after we receive the demographic information from you, we will approve or disapprove of the proposed site. If you and we do not agree on the site for your Business Office, you must attempt to locate another acceptable site. We reserve the right to approve or disapprove any site location you propose based upon our review of the site. WE DO NOT REPRESENT THAT WE, OR ANY OF OUR AFFILIATES, OWNERS, EMPLOYEES, DESIGNATED CONSULTANTS OR AGENTS, HAVE ANY SPECIAL EXPERTISE IN SELECTING OFFICE SITES. NEITHER OUR ASSISTANCE NOR APPROVAL IS INTENDED TO INDICATE, OR INDICATES, THAT YOUR OFFICE WILL BE PROFITABLE OR SUCCESSFUL AT ANY LOCATION. YOU ARE SOLELY RESPONSIBLE FOR IDENTIFYING THE LOCATION FOR YOUR OFFICE.

3.3. Required Equipment. Prior to the Commencement Deadline, you agree to purchase (at your sole cost and expense) the equipment (including the Computer System), furniture, fixtures, inventory, supplies, and materials necessary for the operation of your Office and in accordance with the Manual. We will provide you with specifications for the equipment, furniture, fixtures, supplies, and materials necessary to operate your Office.

3.4. Developing Your Office. You are solely responsible for developing your Office. This means that you must, at your own expense: (a) secure all financing to develop and operate your Office and acquire and maintain adequate capital reserves; (b) obtain all required equipment, including Vehicles, needed to operate your Office; (c) pay all applicable state, county, and municipality taxes, permit costs, and/or fees associated with construction; (d) obtain all required building, utility, sign, business, and other permits and licenses in accordance with Legal Requirements; (e) purchase insurance for your Office, and provide us with a copy of all insurance certificates and endorsements for the policies you purchase; and (f) hire and train your employees or contractors as necessary to operate your Office.

3.5. Commencement Deadline. You agree that your Office will be developed and equipped in accordance with this Article 3, and that you will begin operating your Office, no later than ninety (90) days after the Effective Date (the "**Commencement Deadline**"), unless we otherwise agree in writing. **You must obtain our written approval before you begin to operate your Office, and nothing in this Section will be construed as permitting you to begin operation without our written approval.**

4. AREA OF OPERATIONS

4.1. Nature of the Area of Operations. The license granted to you under this Agreement is personal in nature. You may not advertise or market Authorized Services or Authorized Products outside of your Area of Operations. For so long as you do neither of these things, you may accept direct referrals for, and perform Authorized Services for or sell Authorized Products to, clients located outside of your Area of Operations, even if those clients are located within another Office's Area of Operations.

4.2. Area of Operations. So long as you are in compliance with this Agreement and every other agreement between you and us (or any of our Affiliates), except as stated in Section **Error! Reference source not found.** we will not during the Term: (a) operate a Office under the Marks or System within your Area of Operations; or (b) knowingly permit any third party to operate an Office with your Area of Operations. Your Area of Operations is identified in **Addendum 1**.

4.3. No Other Protection. You acknowledge that, other than the limited exclusivity we grant you in Section 4.2, we and our Affiliates retain all other rights within your Area of Operations, including but not limited to the rights to:

4.3.1. Use, and to license other persons to use, the Marks and System for the operation of Offices or any other business that is similar or dissimilar to Offices at any location outside of the Area of Operations.

4.3.2. Perform, or permit any other Office to perform, Authorized Services for or sell Authorized Products to clients within your Area of Operations if such clients are the result of direct referrals to us or such other Office, or they were clients of us or the other Office before you became our franchisee.

4.3.3. Maintain any websites utilizing a domain name incorporating the Marks or derivatives of them, as well as advertise or market the System or Marks within your Area of Operations through any means we choose.

4.3.4. Use, license and franchise the use of trademarks or service marks other than the Marks, whether in alternative channels of distribution or otherwise, at any location including a location or locations inside of the Area of Operations, in association with operations that are different from Offices.

4.3.5. Offer or sell Authorized Services and Products, or grant others the right to offer and sell Authorized Services and Products, whether using the Marks, or other trademarks or service marks, through alternative channels of distribution, including, without limitation, wholesalers, retail outlets, or by Internet commerce (e-commerce), mail order or otherwise, regardless of whether it is inside or outside of the Area of Operations.

4.3.6. Assign a client from inside your Area of Operations to another franchisee if the client specifically requests, in writing, that the client be reassigned due to dissatisfaction with the services you provide.

4.3.7. Acquire, merge, combine with, or be acquired by businesses that are the same as or similar to your Office and operate such businesses regardless of where such businesses are located, including inside the Area of Operations, and to be acquired by any third party which operates businesses that are the same as, or similar to, your Office, regardless of where such businesses are located, including inside the Area of Operations. We will not, however, re-brand any such service businesses located inside the Area of Operations by allowing them to use the Marks.

4.4. Your Operation Outside of the Area of Operations. Unless we give you express written permission to do so, you may not sell or provide any services or products (including the Authorized Services and Products) outside of your Area of Operations. We may grant you, in our sole discretion, the right to service clients located in areas adjacent to your Area of Operations (an "**Unassigned Area**") that have not been sold to, or are not being serviced by, another Office. You must, within twenty (20) days of your receiving written notice from us: (a) stop all sales and service efforts within the Unassigned Area; and (b) return to us all Operational Data and lists of prospective clients within the Unassigned Area. You may, however, continue servicing existing clients from the Unassigned Area.

4.5. National Accounts. You acknowledge that to competitively attract and effectively service National Accounts, we may need to establish policies governing the manner in which National Accounts are solicited and serviced, including reserving to us or our Affiliates, or even other franchisees, the exclusive or non-exclusive right to solicit particular National Accounts or types and/or categories of National Accounts, and requiring you to obtain our prior consent before soliciting National Accounts. You

must comply with all of our policies regarding National Accounts, as stated in the Manual. You acknowledge that there may be no National Account business within the Area of Operations. You expressly acknowledge that we may offer to subcontract with you to furnish Authorized Services and Products on our behalf to National Accounts in our sole discretion and subject to the applicable Customer's approval and other terms and conditions, and your execution of a subcontract in the form we prescribe. If we offer you such a subcontract, you will not be obligated to accept it. However, if you decline, or if you accept but we are advised by the National Account that the National Account is dissatisfied with your work, or it is otherwise necessary in our judgment in order to preserve the National Account or our reputation, we will have the right to perform such services or may subcontract such services to a third party.

5. TERM; RIGHT TO ACQUIRE SUCCESSOR FRANCHISE

5.1. Term. The Term of this Agreement (the "**Term**") commences on the Effective Date, and, unless sooner terminated in accordance with Article 17, will expire on the tenth (10^{th}) anniversary of the day you open your Office for business.

5.2. Right to Acquire Successor Franchise. After the expiration of the initial Term, you may, at your option, acquire a successor franchise for three (3) additional terms of five (5) years each. To qualify for a successor franchise, we have the right to insist on your fulfillment of any or all of the following conditions:

5.2.1. You must give us written notice of your election to acquire a successor franchise one hundred and twenty (120) days prior to the end of the Term.

5.2.2. You must execute our then-current standard form of franchise agreement (the "**Successor Franchise Agreement**"), which may, in our sole discretion, include substantially different terms than those contained in this Agreement, including but not limited to, higher, additional, or different fees and a smaller Area of Operations, but you will not have to pay a new Initial Fee. If you do not execute the Successor Franchise Agreement within sixty (60) days of our providing it to you, then you will be deemed to have rejected the Successor Franchise Agreement, and your right to obtain a successor franchise will automatically terminate.

5.2.3. You and each of your Owners must have executed a general release, in our then-current form (our current form is attached to the Franchise Disclosure Document as **Exhibit E**), of any and all claims against us and our Affiliates and their respective officers, directors, shareholders, managers, members, agents and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances; provided, however, that any release you give us will not be inconsistent with any state law regulating franchising.

5.2.4. You are not then in default of any provision of this Agreement, or any amendment of or successor to this Agreement, or any other agreement between you and us or our Affiliates, and you have not committed and received notice of two (2) or more breaches of this Agreement during any twelve (12) month period during the Term, even if such breaches were timely remedied.

5.2.5. You have satisfied all of your monetary obligations to us (or to any of our Affiliates), and have timely met those obligations during the Term.

5.2.6. You must be in compliance with our then-current training requirements.

5.2.7. You must make or provide for, in a manner satisfactory to us, such changes as may be necessary to bring your Office up to our current standards, including, without limitation: installation of new equipment (including your Computer System) and software; and remodeling and/or renovation of your Business Office and décor to reflect the then-current standards and image of the System.

5.2.8. You must provide proof that you have all current licenses, insurance, and permits in compliance with Legal Requirements for you to continue operating your Office.

5.3. Interim Term. If you do not sign the Successor Franchise Agreement prior to the expiration of this Agreement and you continue to accept the benefits of this Agreement after it expires, then at our option, this Agreement may be treated either as: (i) expired as of the date of expiration with you then operating without a franchise to do so; or (ii) continued on a month-to-month basis ("**Interim Term**") until one party provides the other with written notice of such party's intent to terminate the Interim Term, in which case the Interim Term will terminate thirty (30) days after the date of the notice to terminate the Interim Term. In the latter case, all of your obligations will remain in full force and effect during the Interim Term as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement will be deemed to take effect upon termination of the Interim Term. In this Agreement, all references to the Term will include any Interim Term.

6. PAYMENTS

6.1. Initial Fee. In consideration of the parties' promises and covenants to one another, you will pay us a lump-sum initial franchise fee of fifty thousand dollars ($50,000) ("**Initial Fee**") upon executing this Agreement. The Initial Fee is fully earned by us and nonrefundable once you have paid it to us..

6.2. Royalty Fee. On or before the Payment Date, you will pay us a continuing royalty fee ("**Royalty Fee**") equal to seven percent (7%) of your Gross Revenue that you earned during the prior Reporting Period just-ended.

6.3. Brand Fund Contribution. On or before the Payment Date, you will pay us a fee ("**Brand Fund Contribution**") equal to an amount we designate up to two percent (2%) of your Gross Revenue during the Reporting Period just-ended. We will deposit the Brand Fund Contribution into an advertising and marketing fund that we maintain ("**Brand Fund**").

6.4. Technology Product Payment. You will purchase and/or lease Technology Products from our Approved Suppliers on such terms as we direct. You are required to pay Approved Suppliers directly for Technology Products.

6.5. Outsourced Support Services. At our option, we will perform for you certain services, such as phone answering, bookkeeping, administrative, and chief financial officer services (the full list of services we will provide on an outsourced basis, and our current rates, is listed in the Manual). On or before the Payment Date, you must pay us an outsourced support services fee (the "**Outsourced Services Fee**") of the Gross Revenue you receive from the services we provided you during the Reporting Period just-ended. The Outsourced Services Fee is in addition to, and not instead of, the other fees you must pay us.

6.6. Time and Manner of Payments. With the exception of the Initial Fee, we may require you to make all payments owed under this Agreement by means of electronic funds transfer ("**EFT**"), or such other manner that we designate from time-to-time. You must ensure that each Royalty Fee payment is, without exception, accompanied by a statement of your Gross Revenue during the month just-ended on a

form approved by us, which form may be electronic. We must receive from you all fees due for each month on or before the applicable Payment Date.

6.6.1. You agree to comply with procedures specified by us and/or perform such acts and deliver and execute such documents, including authorization for direct debits from your business bank operating account, as may be necessary to assist in or accomplish payment by such method, and to execute our "EFT Authorization Agreement," which is attached to this Agreement as **Addendum 3**. Under this procedure, you authorize us to initiate debit entries and/or credit correction entries to a designated checking or savings account for payments of fees and other amounts payable to us and any interest charged due on those amounts. You must make funds available to us for withdrawal by electronic transfer no later than the Payment Date.

6.6.2. If funds in your account are insufficient to cover the amounts payable at the time we make our funds transfer request, the amount of the shortfall is overdue and is subject to the terms set forth in this Agreement for overdue payments, in addition to any other remedies we have.

6.6.3. If you have not timely reported your Gross Revenue to us for any month, then we will, at our option, have the right to debit your account in an amount equal to: (a) the fees transferred from your account for the last month for which you provided a report of your Gross Revenue to us; or (b) the amount due based on information retrieved from the Computer System.

6.7. Application of Funds; Withholding of Payments. If you become delinquent in the payment of any monetary obligation to us, we will have the absolute right to apply any payments received from you to any obligation owed, whether under this Agreement, or under any other agreement, between you and us, notwithstanding any other designation by you as to application. You may not withhold payment of any amounts you owe us due to our alleged nonperformance of any of our obligations under this Agreement.

6.8. Late Reports and Payments. If we do not timely receive from you any fee or any other amount due under this Agreement on or before the applicable due date, or if we do not receive a report that you are required to give us on or before the date that it is due, you must pay us a late fee equal to $300.00. You must also pay us interest at the daily equivalent of 1.5% per month simple interest of any overdue amount, or the highest rate then permitted by applicable law (whichever is less), for each day any amount is past due, accruing until the past-due amount is paid in full. This provision does not permit or excuse late payments.

6.9. Reimbursement of our Costs of Collection. If we are required to engage a collection agency, use legal counsel, or hire any third party in connection with any failure by you to pay us amounts when they are due, or your failure to submit when due any reports, information, or supporting records, or in connection with any failure by you to otherwise comply with this Agreement, you must reimburse us for all costs and expenses of enforcement and collection, including our reasonable: (a) legal fees; (b) investigation fees; (c) travel expenses of our employees or agents; and (d) hourly charges of our employees or agents. These amounts must be paid to us by you within five (5) days after you cure the default, or upon demand by us if your default is not cured.

6.10. Taxes; Payments to Others. All payment obligations pertaining to your Office, including all trade payables and other indebtedness of every kind and all federal, provincial, state and municipal taxes and charges, are solely your obligations and not ours. We will not be liable for any sales, service, use, excise, gross receipts, property, payroll or other taxes levied against you or your assets, or against us, in connection with your Office, or any payments you make to us under this Agreement or any other agreement. You must reimburse us for any gross receipts, sales, use or other tax assessed by any taxing authority in the state where your Office is located, on any fees or other amounts payable by you to us

under this Agreement, except for taxes assessed upon our income, which will be our responsibility. We will not be liable or responsible for your compliance (or failure to comply) with any and all Legal Requirements.

7. TRADEMARK STANDARD AND USE REQUIREMENTS

7.1. Ownership. You agree that the Marks, Intellectual Property, and System are our (or our Affiliate(s)) exclusive property, and that you will never assert any claim to any goodwill, reputation or ownership relating to or associated with the Marks or Intellectual Property. You will never engage in any conduct directly or indirectly, or assist another party to engage in any conduct, that would infringe upon, harm or cause damage to the Marks. You will not contest or assist any other party to contest our rights in any of the Marks or the goodwill associated with the Marks. You will not use, or assist others to use, the Marks in a derogatory, negative or other inappropriate manner in any medium. You agree to provide us with all assignments, affidavits, documents, information and assistance we reasonably request to fully vest in us all rights, title and interest in and to the Marks, including all items we reasonably request to assist us in registering, maintaining and enforcing our rights in the Marks. You acknowledge that we will suffer irreparable damage and will have no adequate remedy at law as a result of your unauthorized or infringing use of the Marks, and you agree that we will have the right to seek injunctive relief in a court of competent jurisdiction in the event that you use the Marks in an unauthorized or infringing manner.

7.2. Changes. We, from time to time in our discretion, may modify all or any part of the Marks. We may require you to use one or more additional or substitute Marks. You will have no rights or claim of damages, offset, or right to terminate this Agreement as a result of any such modification and we will not have any liability or obligation to you with respect to your required modification or discontinuance of any Marks. Upon receipt of notice of such modifications, you, as soon as reasonably possible, will cease using the former Marks and commence using the modified Marks at your sole cost and expense.

7.3. Permitted Use. Your right to use: the Marks; the Intellectual Property; the System; any proprietary software; other materials in which we claim a copyright, trademark, or other right to exclusive use; trade secrets; Operational Data; Confidential Information; and other Intellectual Property as granted in this Agreement, is limited to your use of those materials, items, or Intellectual Property in connection with your operation of your Office, and otherwise as described in this Agreement and as authorized in the Manual, or as we may prescribe in writing from time to time.

7.3.1. You may use only the Marks to identify and distinguish the services offered by you. You are not permitted to use Intellectual Property for any service or product that is not specifically authorized by us in the Agreement or Manual. You must comply with all of our trademark, trade name and service mark notice marking requirements, including affixing "®" "SM," or "TM," adjacent to all Marks in any and all uses of the Marks.

7.3.2. You will not use anything that resembles or is deceptively or confusingly similar to the Marks, the System, or the Intellectual Property, in any manner or for any purpose, or do anything that would dilute, directly or indirectly, the value of the goodwill associated with the Marks, nor counsel, procure or assist anyone else to do the same. You will use the Marks only for the uses and in the manner we permit. You acknowledge that you are required, to the extent possible, to prevent persons or parties associated with or employed by you from using the Marks and/or Intellectual Property in an unauthorized manner.

7.4. Infringement and Indemnification. You must notify us of: (a) any litigation relating to the Marks; or (b) suspected infringement upon the Marks or the Intellectual Property, but you may not take any action against suspected infringers without our express written permission. You must notify us within

three (3) days after receiving notice of any claim based upon or arising from any attempt by any other person, firm or corporation to use the Marks or our Intellectual Property, or any imitation of them. If you notify us in a timely manner of a claim against you relating to the Marks, we will have the exclusive right and obligation to contest, defend against, or bring an action against, any third party regarding the third party's use of any of the Marks. In the event we take legal action to protect our Marks or authorize you to do so, we will be responsible for all costs (including reasonable attorneys' fees) related to such legal action, but only for those costs that we specifically incur or authorize you to incur. We will not be obligated to indemnify or reimburse you for any separate legal fees or costs that you incur in seeking independent counsel that is separate from the counsel we use, unless we specifically state otherwise in writing. You must execute any and all documents, do such acts and things that may be necessary, and cooperate with us and with any action undertaken by us concerning litigation relating to the Marks.

8. ADVERTISING

8.1. Your Advertising. All of your advertising, promotion and marketing must be completely clear and factual and not misleading, and must conform to the highest standards of ethical marketing and the policies which we prescribe from time to time, in the Manual or otherwise. You may not use any advertising or promotional materials that we have disapproved at any time or for any purpose. Upon our request, you will provide to us for our review samples of any and all advertising and promotional material bearing the Marks. With the exception of advertising materials created and provided to you by us, at least fifteen (15) days before using them, you must submit to us all advertising materials you intend to use, which approval will be in our sole discretion. You will not use such materials until they have been approved by us, and you must promptly discontinue use of any advertising material upon our request. We will sell you certain marketing materials to use in the operation of your Office, and you agree to purchase them from us.

8.2. Internet, Social Media, and Domain Name. For so long as you are not in default of this Agreement, we will list your Office location on our Internet website. You, your employees, independent contractors, sales associates and representatives may not use, license, or register any domain name or URL (or other means of identifying you or your Office on the Internet) that uses a mark, image, or words confusingly similar to the Marks or any abbreviation, acronym, or phonetic or visual variation of the Marks without our prior written consent. At our request, you must promptly assign or redirect (or cause to be assigned or redirected) to us any domain name, URL, or other identification that violates this Agreement or the policies stated in the Manual at your expense and without compensation from us. The content you submit to us or use for any Internet marketing must be true, correct and accurate. At our request, you will promptly modify any of your Internet marketing material containing the Marks to conform to the standards stated in the Manual. You may not independently market on the Internet or conduct e-commerce unless you have received our prior written permission to do so or unless such activities are expressly authorized by the Brand Standards Manual. You agree and acknowledge that your on-line promotional strategies must comply with our on-line policy. You further agree and acknowledge that we may review, monitor, and require changes to all on-line content on your websites, social media sites, blogs, electronic communication and other on-line sites on which our Marks or Intellectual Property are used. You must provide us with full, administrator-level rights to access and administer all social media accounts that relate to your Office.

8.3. Brand Fund. We plan to establish a Brand Fund to promote public awareness of the Marks and to improve our System. During each and every month of the Term, you must pay us the Brand Fund Contribution. We may use the fund to pay for any of the following in our discretion: (i) developing maintaining, administering, directing, preparing, or reviewing advertising and marketing materials, promotions and programs; (ii) public awareness of any of the Marks; (iii) public and consumer relations and publicity; (iv) brand development; (v) research and development of technology, products and

services; (vi) website development and search engine optimization; (vii) development and implementation of quality control programs; (viii) conducting market research; (ix) changes and improvements to the System; (x) the fees and expenses of any advertising agency we engage to assist in producing or conducting advertising or marketing efforts; (xi) collecting and accounting for contributions to the fund; (xii) preparing and distributing financial accountings of the fund; (xiii) any other programs we deem necessary or appropriate to promote or improve the System; and (xiv) our and our Affiliates' expenses associated with direct or indirect labor, administrative, overhead or other expenses incurred in relation to any of these activities. We will not use the Brand Fund for creating or placing any advertisement that is principally a solicitation for new franchisees, but we may include information concerning franchise opportunities in all advertising prepared using the Brand Fund.

8.4. Your Acknowledgement. You agree and acknowledge that the Brand Fund is intended to maximize general public recognition and acceptance of the Marks for the benefit of the System generally and that we have no obligation, in administering the Brand Fund, to make expenditures for you that are equivalent or proportionate to your Brand Fund Contribution contributions, or to ensure that your Office or any other particular franchisee benefits directly or pro rata from the advertising or promotion conducted or developed by the Brand Fund. You further acknowledge that we own all rights, and retain all copyrights, in all design and content developed using the Brand Fund, and that we will have sole control over the creative concepts, content, form, and media placement of all advertising and promotional materials developed with the Brand Fund, as well as the specific ways the Brand Fund is allocated to production, placement, and other costs. We have no fiduciary duty to you or to any other person with respect to the collection or expenditure of the Brand Fund. Our sole duty regarding the Brand Fund is to spend the money only in the ways described in this Article 8. Each business that we (or our Affiliate(s)) own that also operates Offices will contribute to the Brand Fund on the same basis and at the same percentage as you do.

8.5. Fund Accounting. All contributions to the Brand Fund will be deposited into and disbursed from a bank account which may be commingled with our other accounts, except that we will account for the Brand Fund separately from the other funds in such account(s). Upon your written request, we will furnish to you, after ninety (90) days of the end of the calendar year, a report for the preceding year showing the expenditures made from the Brand Fund during such calendar year and amount remaining for use (if any) during the following year. This report will not be audited.

8.6. Unused Funds; Termination. We anticipate that all contributions to, and earnings of, the Brand Fund will be spent for the purposes stated above during the fiscal year in which the contributions and earnings are received. However, if unexpended amounts remain in the Brand Fund at the end of the fiscal year, then all expenditures in the following fiscal year will be made first out of the unspent contributions, and then out of new contributions. Although the Brand Fund is intended to be of perpetual duration, we may in our sole discretion terminate the Brand Fund or suspend it. The Brand Fund will not be terminated, however, until all monies in the Brand Fund have been spent.

8.7. Local Advertising. During each and every month of the Term, you must spend an amount we designate up to three percent (3%) of your Gross Revenue ("**Local Advertising Requirement**") for marketing, public relations efforts, advertising, and promotion within your local area.

8.7.1. Every year, you must prepare and submit for our approval a plan for meeting your Local Advertising Requirement. You will make all expenditures directly, subject to our approval (as stated in Section 8.1). The medium in which you choose to advertise is within your reasonable business judgment. Within thirty (30) days of the end of each three-month period, you must furnish to us, in a manner approved by us, an accounting of your expenditures on local marketing and promotion for the preceding three-month period. We require you to become a member of local networking groups (such as your local chamber of commerce, LeTip, Business Network

International, Rotary Club, or similar groups), and your membership dues can be applied to your Local Advertising Requirement.

8.7.2. We will measure your compliance with this requirement on a rolling three-month basis, meaning that as long as your average expenditure over the three-month period equals or exceeds the minimum amount that we specify, you will be deemed in compliance even if your expenditure in any given month is less than the minimum amount that we specify. If the accounting does not demonstrate that you met the Local Advertising Requirement during the previous three-month period, or you fail to submit the required accounting, you must pay us the shortfall between your actual expenditure and the Local Advertising Requirement. We will deposit those funds into the Brand Fund, and spend them as part of the Brand Fund. Any such amount is in addition to, and not separate from, your required Brand Fund contribution.

8.8. Cooperative Advertising. We have the right, in our sole discretion, to designate geographic areas for purposes of establishing local or regional advertising cooperatives ("**Cooperatives**") comprised of the Offices located within such geographic area. If your Office is within the territory of an existing Cooperative at the time you open for business, you must immediately begin participating in the Cooperative. If a Cooperative applicable to your Office is established during the Term, you must begin participating no later than thirty (30) days after the date the Cooperative begins operating. In no event will your Office be required to contribute to more than one Cooperative; however, if you own multiple Offices, each Office owned by you will be required to contribute to the Cooperative applicable to that Office. We (or our Affiliates, as the case may be) will become a member in any Cooperative established for an area that includes a Office owned by us or our Affiliates. The following provisions will apply to each Cooperative:

8.8.1. Purpose; Governance. Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our approval, promotional materials for use by members in local advertising. Each Cooperative will be organized and governed in a form and manner, and will commence operations on a date, that we approve in advance in writing. Each Office within a Cooperative will have one (1) vote for any matters on which the Cooperative's members are permitted to vote. We reserve the right to change, in our sole discretion, the form and manner of the organization and governance of any Cooperative and you agree to implement any such change immediately upon notice from us. No changes in the bylaws or other governing documents of a Cooperative will be made without our prior written consent.

8.8.2. Approval. No advertising or promotional plans or materials may be used by a Cooperative or furnished to its members without our prior approval.

8.8.3. Contribution Amount. You and each other member of the Cooperative must contribute to the Cooperative on a weekly, monthly, or other periodic basis, on such specific days as established by the Cooperative or by us, the amount determined by the membership. We can set the amount of your required contribution to the Cooperative in our discretion, but in no event will we require you to spend more than a total of three percent (3%) of your Gross Revenue towards your Cooperative contribution, unless you and the other members of the Cooperative vote to increase the contribution level beyond the amount we require. Your contributions towards the Cooperative will be credited towards your Local Advertising Requirement. Each required contribution will be submitted together with such statements or reports as we may require, or by the Cooperative with our prior written approval.

8.8.4. Audit. We and our designated agents will have the right to examine, copy, and audit, at

our expense, on reasonable notice and during normal business hours, the books, records, and accounts of any Cooperative.

9. OPERATING YOUR OFFICE

9.1. General Manager. Unless you are purchasing this franchise as an add-on to your existing executive or virtual office suite business, your Office must at all times be operated under your direct supervision (if you are an individual) or by an individual Owner (if you are a Business Entity) who: (a) is approved by us; (b) has successfully completed the Initial Training Program and all other training programs required by us from time to time; (c) uses her or his best efforts in directing the day-to-day operations of your Office; and (d) owns a minimum of fifty-one percent (51%) of you (your "**General Manager**"). If you are purchasing this franchise as an add-on to your existing executive or virtual office suite business, we may approve a General Manager who does not have an equity interest in you. We have the right to deal with the General Manager on matters pertaining to day-to-day operations of, and reporting requirements for, your Office. Your General Manager is identified on **Addendum 1**. You may not change your General Manager without our approval.

9.2. Sale of Authorized Services and Products Only. You acknowledge that it is important to the System that all products and services sold by your Office meet our quality standards. You may advertise and sell only Authorized Services and Products. You may purchase marketing collateral and other items that you use or sell in your Office from any supplier so long as they meet our quality and brand standards. In the event that we add new Authorized Services or Products, you agree to begin offering the new Authorized Service(s) or Product(s) within ninety (90) days of our notifying you of the new service or product. You agree to comply with all mandatory specifications, standards and operating procedures, as modified from time to time (whether contained in the Manual or any other communication) relating to the appearance, function, cleanliness or operation of an Office, including:

9.2.1. Types, models and brands of required products, materials, items, equipment, signs, materials, and supplies. You acknowledge and agree that from time to time, we may modify the list of approved types, brands, models or suppliers, and you may not, after receipt of notice of such modification, reorder any type, brand or model from any supplier which is no longer approved by us.

9.2.2. Designated or Approved Suppliers (which may be limited to or include us or our Affiliates) of, equipment, signs, products, materials, supplies, and services.

9.2.3. Terms and conditions of the sale and delivery of, and terms and methods of payment for products, materials, supplies and services including direct labor, that you obtain from us, our Affiliates or others.

9.2.4. We may authorize test marketing of proposed Authorized Services or Products at any Office or Offices as we deem appropriate.

You agree that you will not use products purchased from Approved Suppliers for any purpose other than operating your Office.

9.3. Alternative Suppliers. If you want to make purchases from a supplier other than an Approved Supplier, you must first submit to us a written request to approve the proposed supplier, together with any documentation regarding that supplier that we reasonably request. Within 30 days after receiving a completed request, and completion of such evaluation and testing (if we require), we will notify you in writing of our approval or disapproval of the proposed supplier. We may charge you a fee of $125 to

review a proposed supplier. We may revoke our approval at any time if we determine, in our sole discretion, that the supplier no longer meets our standards. You must stop purchasing from a disapproved supplier upon notification from us that it has been disapproved. ALTHOUGH APPROVED OR DESIGNATED, WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO INVENTORY, SERVICES, PRODUCTS, EQUIPMENT (INCLUDING, WITHOUT LIMITATION, ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER APPROVED ITEMS. IN ADDITION, WE DISCLAIM ANY LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SERVICES RENDERED OR PRODUCTS FURNISHED BY ANY SUPPLIER APPROVED OR DESIGNATED BY US. OUR APPROVAL OR CONSENT TO ANY SERVICES, GOODS, SUPPLIERS, OR ANY OTHER INDIVIDUAL, ENTITY OR ANY ITEM WILL NOT CREATE ANY LIABILITY TO OR BY US.

9.4. Authorized Offerings; Approved Suppliers. You must only prepare and sell such services and products as we designate and approve in writing from time to time (the "**Authorized Offerings**") at your Office. You must offer for sale from your Office all items and only those items listed on the Authorized Offerings and other Authorized Products. You must offer the full Authorized Offerings during all hours of operation. We have the right to make modifications to these items from time to time, and you agree to comply with any reasonable modifications we make. You must cease selling any previously approved product or service within thirty (30) days after receipt of notice that the product or service is no longer approved. You must use in the operation of your Office the processes, procedures, techniques, software, and supplies as we specify in the Manual or otherwise in writing. You acknowledge and agree that we may change these periodically and that you are obligated to conform to these requirements. We may authorize test marketing of proposed Authorized Services or Products at any Office or Offices as we deem appropriate.

9.5. Acknowledgement of Markup or Rebates. You acknowledge and agree that we and our Affiliates have the right to a reasonable markup on all items that you purchase from us and our Affiliates. Further, you acknowledge that we may receive from suppliers periodic volume rebates or other revenue or consideration as a result of your purchases. You further acknowledge and agree that we are entitled to keep such rebates and revenue for our own use, regardless of whether we choose to do so.

9.6. Operating Your Office. In operating your Office, you agree to use only the equipment (including the Computer System), décor, and signs that we have approved for Offices as meeting our specifications and standards for quality, design, appearance, function and performance. You agree to purchase or lease approved brands, types or models of equipment from suppliers we have designated or approved (which may include us and/or our Affiliates). You will pay the then-current price in effect for all such purchases you make from us and/or our Affiliates. You will establish independent commercial relationships with our Approved Suppliers for specific items.

9.7. Maintenance and Refurbishment. You must, at your sole expense, do all things necessary to comply with the System, including keeping your Office, equipment and assets: (i) in good order and repair, and in compliance with the System requirements as set forth in the Manual or as we otherwise require; and (ii) in a neat, clean, and attractive condition; replacing equipment, and other assets only with those that we have approved as, in our discretion, they become worn out or otherwise unsuitable for use. You must make, at your expense, all additions, repairs, replacements improvements and alterations to your Office and your equipment as we determine necessary so that the publicly-viewable aspects of the Office conform to the System's image, as may be prescribed by us from time to time. You must undertake and complete such additions, repairs, replacements, improvements and alterations within the time and under the terms and conditions, which we may reasonably specify. If, however, any condition presents a

threat to clients or public safety, you must address the condition immediately. You recognize and agree that there are no limitations on this obligation, and acknowledge and agree that the requirements of this Section 9.7 are both reasonable and necessary to ensure continued public acceptance and patronage of Offices and to avoid deterioration or obsolescence in connection with the operation of your Office. We agree that during the first twelve months of the Term, we will not require you to make any additions, repairs, replacements, improvements, or alterations to your Office if they will require you to spend more than two thousand dollars ($2,000) during that time period.

9.8. Manual. You must operate your Office in strict compliance with the standard procedures, policies, rules and regulations established by us from time to time and incorporated in the Manual. You must supervise your General Manager, managers, employees, independent contractors and Affiliates to ensure their compliance with the Manual. We have the right to prescribe additions to, deletions from or revisions of the Manual (the "**Supplements**"), all of which will be considered part of the Manual. All references to the Manual in this Agreement will include the Supplements. Supplements will become binding on you as if originally set forth in the Manual, upon being delivered to you (unless we specify a longer period). We will provide you with up to thirty (30) days to comply with any material change made by us to our standards. The Manual and any Supplements are material in that they will affect the operation of your Office, but they will not conflict with or materially alter your rights and obligations under this Agreement. While the Manual are designed to protect our reputation and the goodwill of the Marks, they are not designed to control the day-to-day operations of your Office.

9.8.1. We are permitted to revise the System, Marks, the various training programs offered to franchisees and their employees, and the Manual at any time, by addition, deletion or other modification to the provisions of the Manual, and such modification will be made in our sole judgment. Such modifications may obligate you to invest additional capital in your Office ("**Capital Modifications**") and/or incur higher operating costs.

9.8.2. Upon the execution of this Agreement, we will loan to you one (1) copy of the Manual (which may be electronic). The Manual and all amendments to the Manual (and copies of it) are copyrighted and remain our property. They are loaned to you for the Term (and any successor period), and must be returned to us immediately upon the termination or expiration of this Agreement. The contents of the Manual are our Confidential Information. You must not make, or cause or allow to be made, any copies, reproductions or excerpts of all or any portion of the Manual without our express prior written consent. You must keep any physical copies of the Manual up-to-date.

9.8.3. You agree and acknowledge that full compliance with the Brand Standards Manual is essential to preserve, maintain and enhance the reputation, trade demand, and goodwill of the System and Marks. You acknowledge that your failure to operate your Office in accordance with the Brand Standards Manual can damage us, you, and Offices generally.

9.9. Client Relations and Protection of Goodwill. You must give prompt, courteous and efficient service to the public and operate your Office in compliance with the Manual to preserve and enhance the value and goodwill of the Marks and the System. You will uphold, and take reasonable steps to ensure that your General Manager, employees and independent contractors uphold high standards of honesty, integrity, and fair dealing in dealing with the general public, clients, other franchisees and us.

9.9.1. You must ensure that you, your General Manager, your employees, and all independent contractors working for you present a neat, clean, and business-like appearance in conformance with the standards stated in our Manual.

9.9.2. You must promptly respond to all complaints received from your clients or other individuals in an attempt to resolve the dispute in a reasonable manner. You will uphold, and take reasonable steps to ensure that your General Manager and employees uphold high standards of honesty, integrity, and fair dealing in dealing with the general public, customers, other franchisees and us. If we are contacted by a client of any of your Office who lodges a complaint, we reserve the right (but are not required) to address the client's complaints in order to preserve goodwill and prevent damage to the Marks. If we provide a credit, refund, or other value to the client as part of our addressing its complaint, you must reimburse us for the cost of the credit, refund, or other value. Nothing in this Section 9.9.2 or in any other provision of this Agreement is to be construed to impose liability upon us to any third party for any of your actions or obligations.

9.10. Branded Apparel. You must require your employees to wear branded apparel while working for your Office of such design and color as we may prescribe in the Manual.

9.11. Days of Operation. You must operate your Office during such days, nights, and hours as we may state from time-to-time in the Manual or otherwise. You acknowledge and agree that the hours of operation are integral to the value of the System and the Marks, and any failure by you to operate during the designated hours would be detrimental to the System and the Marks. You further acknowledge and agree that the day-to-day operational decisions relating to the closing and opening procedures of your Office, including any security, staffing, and other similar matters, will be made solely by you.

9.12. National Accounts. You acknowledge that to competitively attract and effectively service National Accounts, we may establish Policies governing the manner in which National Accounts are solicited and serviced, including reserving to us or our Affiliates, or even to other franchisees, the exclusive or non-exclusive right to solicit particular National Accounts or types and/or categories of National Accounts, and requiring you to obtain our prior written consent before soliciting National Accounts. You must comply with all policies concerning National Account. You acknowledge that we make no promise that any particular amount of National Account business will be provided within the Area of Operations. You expressly acknowledge that we may offer to subcontract you to furnish Authorized Services and Products on our behalf to National Accounts in our sole discretion and subject to the applicable customer's approval and terms and conditions, and your execution of a subcontract in the form we prescribe. If we offer you such a subcontract, you will not be obligated to accept it. However, if you decline, or if you accept but we are advised by the National Account or we believe in good faith that the National Account is dissatisfied with your work, or it is otherwise necessary in our judgment in order to preserve the National Account or our reputation, we may perform such services or may subcontract such services as we may determine.

9.13. Compliance With Data Security Guidelines. You must use your best efforts to protect your clients against a cyber-event, identity theft or theft of personal information. You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org), or any successor organization or standards that we may reasonably specify. Among other things, you agree to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards. You must demonstrate compliance upon reasonable request, which may include having an independent third party Qualified Security Assessor (QSA) conduct a PCI/DSS audit. In the event you are unable to demonstrate full compliance, we may require that you engage the services of an approved vendor to assist you on an ongoing basis. Having a secure managed firewall that meets our system standards is one part of the current requirement. You must at all times be compliant with all other Legal Requirements including: (a) the NACHA ACH Security Framework; (b) the operating rules and regulations of all credit card and merchant services providers; (c) state and federal laws and regulations relating to data privacy, data

security and security breaches; and (d) our security policies and guidelines, all as they may be amended from time to time.

9.14. Compliance With Legal Requirements. You agree to maintain the highest standards and ratings applicable to the operation of your Office. You agree to comply with all Legal Requirements and obtain and maintain any and all licenses and permits required by any governmental agencies or otherwise necessary to conduct your Office in any jurisdiction in which it operates. You acknowledge that you alone are responsible for complying with Legal Requirements and that we have no obligation to you or any other person for your compliance with Legal Requirements. As between us and you, you are solely responsible for the safety and well-being of your employees and clients. You must notify us of the commencement of any action, suit or proceeding involving you or your Office, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of your Office not more than five (5) days after notice of such commencement or issuance.

9.15. Improvement(s). If you, your General Manager, employees, or Owners develop any new or improve upon any existing concept or process related to the operation or promotion of your Office or Offices generally (an "**Improvement**"), you agree to promptly notify us and provide us with all necessary related information, without compensation. Any such Improvement will become our sole property and we will be the sole owner of all related copyrights, trademarks, patents, patent applications, and other intellectual property rights. You must fully disclose the Improvement(s) to us, without disclosing the Improvement(s) to others, and you must obtain our written approval prior to using such Improvement(s). You and your Owners agree to assign to us any rights you or your Owners may have or acquire in the Improvement(s), including the right to modify the Improvement, and you and your Owners waive and/or release all rights of restraint and moral rights in and to the Improvement. You and your Owners agree to assist us in obtaining and enforcing the intellectual property rights to any Improvement. In the event that the foregoing provisions of this Section 9.15 are found to be invalid or otherwise unenforceable, you and your Owners hereby grant to us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe on you or your Owners' rights to the Improvement.

10. **OPERATIONAL ASSISTANCE BY US**

10.1. Training. Prior to beginning operation of your first Office, you and your General Manager (if applicable) must attend, and successfully complete, to our satisfaction, an initial training program in our System, methods of operation, policies, and any other topics as we may determine necessary or appropriate (the "**Initial Training Program**"). The Initial Training Program will take place in a location we designate. You must not commence operation until your General Manager has completed the Initial Training Program to our satisfaction. If we determine in our sole discretion, based on your performance in the Initial Training Program, that you or your Owners are not qualified to operate a Office, we have the right to terminate this Agreement. If you do not complete the Initial Training Program to our satisfaction or obtain all necessary licenses, we have the right to terminate this Agreement.

10.1.1. The Initial Training Program will relate to the System, System guidelines, and operational and brand standards. We will not train or assist in training your employees or independent contractors. You will be responsible for training your employees and independent contractors. You will be responsible for hiring, training, directing, scheduling, and supervising your employees and independent contractors in the day-to-day operations of your Office.

10.1.2. You must pay all lodging, travel and meals, personal expenses, salary and living expenses incurred by you, your General Manager, your Owners, and/or other persons attending any in-person training with you or any subsequent training attended by you, your General Manager(s),

your Owners, or employees.

10.2. Opening Assistance. Immediately before you begin operating your Office, we will make one of our representatives available to you over the phone and/or over the Internet to assist you or your General Manager with launching your Office.

10.3. Periodic Training and On-Site Assistance. We may require you, your General Manager, and/or previously trained and experienced employees to attend periodic refresher training courses at such times and locations that we designate, which training may (at our option) take place at a training facility or other location designated by us. You may also request our assistance or one-on-one coaching, which we will provide either in-person at or near your Business Office or remotely. We have the right to require you to pay our then-current fee (as listed in the Manual) for the additional training. We will not require you or your General Manager to attend more than two (2) such additional training session during any calendar year, and any such training session will not exceed two (2) days. If the training takes place at any location other than our headquarters, we also have the right to require you to pay for the lodging, travel and meal expenses we incur for our personnel conducting the training. If training takes place somewhere other than your home city, you will be solely responsible for the lodging, travel, living and meal expenses for those of your personnel attending the training.

10.4. Meetings, Conferences, or Conventions. We may, in our discretion, hold periodic meetings and/or annual conventions to discuss sales techniques, new Authorized Services and Products developments, bookkeeping, training, accounting, inventory control, performance standards, advertising programs, procedures and other topics, which may include an annual convention. We have the right to require you and your General Manager to attend, except in no event will you or your General Manager be required to spend more than two (2) days per year at any such meeting or convention. Additionally, you and any person(s) attending the convention or meeting with you or on your behalf must stay (at your expense) at the host facility we designate.

10.5. Advice and Consultation. We will impart to you our selling and promotional methods and techniques associated with the System, and will provide to you general guidance. We may (but are not required to) visit your Office periodically to consult with, and provide advice to, you.

10.6. Remote Assistance. We will make a representative reasonably available to respond to your questions (by telephone or through the Internet) during normal business hours, as we determine necessary, to discuss your operational issues and support needs. We may also provide to you such periodic individual or group advice, consultation and assistance, rendered by telephone, newsletter or bulletins made available from time to time to all franchisees or Offices, as we may deem necessary or appropriate within our sole discretion. In addition, we may communicate with you concerning new developments, techniques and improvements as we deem appropriate in our sole discretion.

10.7. Call Center. We will operate and maintain a call center with available operators during standard business hours (Monday-Friday 9:00 AM to 5:00 PM Pacific Time). After hours, it will be staffed by our Approved Supplier. If you use our call center to support your Office, you must pay us the applicable Outsourced Services Fee for that service.

11. USE OF TECHNOLOGY

11.1. Computer System. You must use a computer system, using such software or cloud-based storage facilities as we specify, that meets our specifications (the "**Computer System**") and that is capable of operating our Technology Products. You must make all improvements to the Computer System in the manner, and when, specified by us in writing, even if such improvements require you to spend additional

money on the Computer System. You have sole and complete responsibility for the manner in which your Computer System interfaces with other systems, including those of us and other third parties, as well as any and all consequences that may arise if your Computer System is not properly operated, maintained and upgraded. You agree to use all software, forms, and agreements that we reasonably require, whether in electronic form or otherwise.

11.1.1. We will provide to you with access to our Technology Products. You will be provided with access to the Technology Products for one person. If you want additional licenses for the Technology Products, you must pay us a per-user fee for each additional license. You may not install, or permit to be installed, any devices, software or other programs not approved by us for use with the Computer System. You may not authorize the use of the software by anyone else and will not configure, program or change any software programs.

11.1.2. We may from time-to-time designate, develop, or authorize others to develop proprietary or non-proprietary computer applications for use as part of the Computer System, which you may be required to purchase and/or license and use in the operation of your Office. You must execute any license, sublicense or maintenance agreement required by us or any other Approved Supplier of proprietary or non-proprietary computer applications designated by us.

11.1.3. You must: (a) promptly enter into the Computer System and maintain all information that we require you to enter and maintain; (b) provide to us such reports as we may reasonably request from the data so collected and maintained, and (c) permit us to access your Computer System at all times and any time by any commercially available means we specify from time to time. You must cooperate with us to permit us access your Computer System and all of its data.

11.1.4. Any and all data collected or provided by you, downloaded from your Computer System, or otherwise collected from you by us or provided to us (including but not limited to the Customer Information), is and will be owned exclusively by us, and we have the right to use the data in any manner without compensation to you. During the Term, you are licensed, without additional compensation, to use such data solely for the purpose of operating your Office. This license will automatically and irrevocably expire, without additional notice or action by us, when this Agreement terminates or expires.

11.2. Ownership of Operational Data and Goodwill. You acknowledge that we own all information, including names, addresses, telephone numbers, e-mail addresses, bookkeeping files, documentation, files, and other business records ("**Operational Data**") with respect to the clients of your Office (including all contact names of your clients). You agree that Operational Data includes all information generated or recorded as a result of your efforts while using the Marks. Any and all data collected or provided by you on the Computer System (which includes but is not limited to the Operational Data), is and will be owned exclusively by us, and we have the right to use the data in any manner without compensation to you. You agree to use reasonable efforts to obtain and capture Operational Data, with the permission of your clients. You agree to input Operational Data into the Computer System, or other system or method of retention specified in the Manual, if we direct you to do so. You must not export Operational Data from the Computer System. We have the right to use and exploit the Operational Data in any way we choose. You also agree that any goodwill resulting from your activities under this Agreement is our sole property. During the Term, you are licensed, without additional compensation, to use such data solely for the purpose of operating your Office. This license will automatically and irrevocably expire, without additional notice or action by us, when this Agreement terminates or expires.

12. AUDITS; INSPECTIONS

12.1. Financial Planning and Management. You must keep such complete records of your Office as a prudent and careful businessperson would normally keep. You must keep your financial books and records as we may from time to time direct in the Manual or otherwise, including retention of all invoices, accounts, books, data, licenses, order forms, payroll records, check records, bank deposit receipts, sales tax records, refunds, cash disbursements, journals and general ledgers. On or before the Payment Date, you must submit to us a complete and accurate accounting of your Gross Revenue for the previous Reporting Period in the format we request, which may be electronic, through the POS System or otherwise. You will prepare monthly income statements (profit and loss and balance sheet) for your Office, which we require you to submit to us. Within thirty (30) days of the end of each calendar quarter, you must submit to us a financial statement (including a consolidated balance sheet, consolidated income statement, consolidated cash flow statement, comparison of each statement to the prior quarter, narrative description of your Office(s) and operating results and other information we require in the Manual), prepared according to generally accepted accounting principles for that calendar quarter. The statement must be signed and sworn by you to be true and correct. You will maintain an accounting system reflecting all operational aspects of your Office, including uniform reports as may be required by us, prepared in accordance with accounting methods utilized and generally accepted for federal income tax return purposes. You will also submit to us current financial statements; forms showing the sales, use, and gross receipt taxes paid by you; and such other reports or documents kept by you as we may reasonably request. On or before April 15 of each year, you must provide us with a copy of your federal tax return for the previous tax year. On or before March 15 of each year, you must provide us with annual financial statements relating to your Office in a format that we reasonably require. You must maintain the records required under this Section 12.1 for a period of seven (7) years after the termination, Transfer, or expiration of this Agreement.

12.2. Inspection Rights and Access to Records. During the Term and for a period of one (1) year following the termination or expiration of the Agreement, we (either directly or through a designated agent) have the right at any time during normal business hours to visit and inspect all aspects of your Office, including your Business Office. You acknowledge that any evaluation or inspection we conduct is not intended to exercise, and does not constitute, control over your day-to-day operation of your Office or to assume any responsibility for your obligations under this Agreement.

12.2.1. As part of such visit, we have the right to: (a) inspect your Office operating materials and supplies; (b) observe the operations of your Office for such consecutive or intermittent periods as we deem necessary; (c) take photographs, movies or video recordings of your Office meetings; (d) interview your personnel; (e) conduct client surveys; and (f) inspect and copy any books, Operational Data, records, and documents relating to the operation of your Office, including contracts, leases, and material and information generated by or contained in the Computer System; and (g) select supplies, equipment and other items from your Office to evaluate whether they comply with our Manual. You must cooperate fully with us in connection with these inspections, observations, surveys and interviews.

12.2.2. You authorize us or our designee to make reasonable inquiries of your bank, accountant or bookkeeper, suppliers and trade creditors concerning your Office, and by this Agreement you direct such persons to provide us with such information and copies of documents pertaining to your Office as we request.

12.2.3. We and our designee have the right to discuss your records and your Office with your General Manager and any officers, directors and employees responsible for maintaining records. If you inform us of your intention to Transfer your Office, we have the right to discuss your

records, Gross Revenue information, and other information with your prospective transferee.

12.3. Audit. We and/or our designated agents have the right at all reasonable times to examine and copy, at our expense, your books, records, accounts, sales tax records, Operational Data, and business tax returns relating to your Office. We also have the right, at any time, to have an independent audit made of your books and records or to require you to participate in a mail-in audit or any other form of audit in accordance with the Manual. You agree to cooperate fully with our representatives and independent accountants in any examination. If an inspection or audit reveals that any payments due to us have been understated in any report to us, then you must immediately pay us the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. If an inspection or audit discloses an understatement in any report of two percent (2%) or more, you must, in addition to repaying money owed with interest, reimburse us for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wage expenses, and reasonable accounting and legal costs). The remedies in this Section 12.3 are in addition to any other remedies we may have as a result of your underreporting, including but not limited to the right to terminate this Agreement.

12.3.1. You must cooperate in scheduling any audit and providing access to records, which must be maintained and presented in reasonable order to allow the audit to be conducted in a reasonable time.

12.3.2. Your failure, refusal or neglect to dispute any fees or contributions that an audit reveals you owe, including any fees, costs and penalties assessed in connection with an audit, constitutes a waiver of any right to challenge such fees, unless you provides us written notice of your dispute, along with an explanation of the basis for your dispute, within thirty (30) days of the date we deliver the audit results to you in writing.

12.4. Consent to Use of Likeness and your Office. You agree that we have the right to use the likeness (including photographs or videos containing images) of: (a) you; and (b) if you are a Business Entity, your Owners, for any purposes relating to the promotion or marketing of the System or Marks.

13. YOUR OWNERS AND GUARANTORS; RELATIONSHIP BETWEEN THE PARTIES

13.1. Your Name. You may use "TheOfficeSquad®" or our other Marks **only** as a "doing business as" (d/b/a) designation. You may not use other name in connection with any advertising or operation of your Office. We have the right to review and require changes to any display of your name or the Marks.

13.1.1. You may not include "TheOfficeSquad®" or any of the Marks in your legal name without our written approval.

13.1.2. You must post a conspicuous notice on your Office marketing materials that clearly states: "EACH THEOFFICESQUAD® BUSINESS IS INDEPENDENTLY OWNED AND OPERATED" or any modification of this statement as we may require in the Manual. You must include this disclaimer on all business cards, stationery, promotional and advertising materials, website and Internet communications, and all other materials you use.

13.1.3. In all public records, in relationships with other persons, and on letterhead and business forms, you must indicate that you independently own your Office, and that you are solely a franchisee of Office Squad Franchise, LLC.

13.2. Relationship of Parties. The parties intend by this Agreement to establish between you and us only the relationship of franchisor and franchisee. You have no authority to create or assume in our name or on our behalf, any obligation, express or implied, or to act or purport to act as our agent or representative for any purpose whatsoever. Neither we nor you are the employer, employee, agent, partner or co-venturer of or with the other, each of us being independent. You will not hold yourself out as our agent, employee, partner or co-venturer. Neither you nor we have the power to bind or obligate the other except specifically as stated in this Agreement. We and you agree that the relationship created by this Agreement is one of an independent contractor and not a fiduciary relationship.

13.2.1. We will not be obligated for any damages, claim, or obligation to any person or property, directly or indirectly arising out of your operation of your Office, whether or not caused by your negligent or willful action or failure to act, or your use of the Marks in a manner not in accordance with this Agreement. You must not use any of the Marks in signing any contract or in applying for any license or permit or in a manner that may result in our liability for your debts or obligations. Without limiting the generality of the foregoing, you acknowledge that we have no responsibility to ensure that your Office is developed and operated in compliance with all applicable laws, ordinances and regulations.

13.2.2. All employees or independent contractors working for you will be your employees or independent contractors alone and can never, under any circumstances or for any purpose, be deemed our employees or subject to our control, particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any governmental agency. You and we will file our own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation payments with respect to our respective employees and operations, and we will save and indemnify one another of and from any liability of any nature whatsoever by virtue thereof.

13.2.3. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify certain of your employees or independent contractors for qualification to perform certain functions for your Office does not directly or indirectly vest in us the power to hire, fire or control any such employee or independent contractor. You alone are solely responsible for all hiring and employment decisions and functions relating to your Office, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision, setting hours for, and discipline of employees, regardless of whether you have received advice from us on these subjects or not. You agree that any direction you receive from us regarding employment policies should be considered as examples, that you alone are responsible for establishing and implementing your own policies, and that you understand that you should do so in consultation with local legal counsel well-versed in employment law.

13.2.4. You acknowledge and agree, and will never contend otherwise, that you alone will exercise day-to-day control over all operations, activities and elements of your Office and that under no circumstance will we do so or be deemed to do so. You further acknowledge and agree, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of System which you are required to comply with under this Agreement, whether set forth in the Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Office, which you alone control, but only constitute standards you must adhere to when exercising your control of the day-to-day operations of your Office.

13.3. Owners Agreement. You and each of your Owners who own a legal or beneficial interest in you of five percent (5%) or greater must, jointly and severally, sign the Owner Agreement attached as **Addendum 2,** and you and each of your Owners will otherwise bind yourselves to the terms of this Agreement. If the ownership interest is acquired after Effective Date, each new Owner must sign and provide the Owner Agreement to us within ten (10) days after obtaining the interest as an Owner.

14. INDEMNIFICATION; INSURANCE

14.1. Indemnification. You, and each of the Owners identified on **Addendum 1**, agree that you will, at all times, indemnify, exculpate, defend and hold harmless, to the fullest extent permitted by law, us, our successor, assigns, and Affiliates (including but not limited to Office Squad Franchise, LLC) and the respective officers, directors, shareholders, agents, representatives, independent contractors, servants, and employees of each of them (the "**Indemnified Parties**") from all losses and expenses incurred in connection with any action, suit, proceeding, claim, damages (actual, consequential, or otherwise), demand, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, investigation, or inquiry (formal or informal), or any settlement of any of them, which arises out of or is based upon any of the following:

14.1.1. The infringement, alleged infringement or any other violation by you, your Owners or principals of any patent, mark, copyright, or other proprietary right owned or controlled by third parties due to your unauthorized use of all or any portion of the Marks and/or System.

14.1.2. Your, or your Owners', violation, breach, or asserted violation or breach of any federal, state, or local law, regulation, ruling or industry standard.

14.1.3. Your, or your Owners', libel, slander, or any other form of defamation.

14.1.4. Your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding, or ruling that we are an employer or joint employer of your employees.

14.1.5. Your, or your Owners': (a) violation or breach of any warranty, representation, agreement, or obligation in this Agreement or in any other agreement between you and us or our Affiliates; (b) acts, errors, or omissions, or those by any of your affiliates, any of your principals, officers, directors, shareholders, agents, representatives, independent contractors, or employees in connection with the establishment and operation of your Office, including, but not limited to, any acts, errors, or omissions of any of them in the operation of any motor vehicle or in the establishment or implementation of security for your Office.

14.1.6. Any damages, incidents, or claims listed in this Section 14.1 that are alleged to be caused by an Indemnified Party's negligence, unless (and then only to the extent that) the claims, obligations, and damages are determined to be caused solely by the Indemnified Party's gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction.

We have the right to defend any such action or claim against us, with counsel of our choosing, at your expense. This indemnification will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. For the purposes of the indemnification in this Section 14.1 only, the term "claim" also includes all obligations and costs incurred in the defense of any claim against any of the Indemnified Parties, including, without limitation, reasonable accountant, arbitrator, attorney, and expert witness fees, costs of investigation and proof of facts, court costs, and other expenses of

litigation, arbitration, or alternative dispute resolution and travel and living expenses.

14.2. Mitigation Not Required. Under no circumstances will we or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate our, their or your losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts we or another Indemnified Party may recover from you.

14.3. Insurance. During the Term, you must maintain in force, at your expense, policies of insurance, in the minimum amounts specified by us, issued by carriers approved by us, that have a rating of at least A by A.M. Best, or the equivalent.

14.3.1. Required Insurance. You must purchase and maintain, throughout the term of the Agreement: (1) professional liability (errors & omissions) and general liability insurance written on Occurrence Form coverage for the franchised business with limits of at least $1,000,000 per occurrence, $3,000,000 aggregate limit, and $100,000 damage to rented premises per occurrence ; (2) personal and advertising injury coverage of $1,000,000 per occurrence; (3) employee dishonesty insurance; and (4) other insurance to comply with applicable law. We may unilaterally modify our insurance requirements, which modifications may include increasing minimum policy limits, by delivering to you written notice of the change through the Manual.

14.3.2. Recommended Insurance. We also recommend (but do not require) the following types of insurance: (1) if you have employees, employment practices liability insurance in an amount of $1,000,000 for each loss and $1,000,000 in costs ($2,000,000 total); (2) crime bond insurance in an amount recommended by your insurer, without a conviction clause; (3) abuse and molestation coverage in the amount of $100,000 per occurrence, $300,000 aggregate; (4) cyber liability insurance in the amount of at least $100,000 per incident; (5) excess or umbrella liability insurance with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate.

14.3.3. Additional Named Insured. Each insurance policy must contain an endorsement naming us (and, if we so request, our members, directors, agents, and Affiliates) as “Additional Named Insured” (and not as “additional insureds”) in the broadest form, extending to our negligence and errors and omissions, and cannot be limited to vicarious liability. You must provide us with thirty (30) days advance written notice to us of any material modification, cancellation, or expiration of the policy. Each policy must also include a waiver of the insurer’s right of subrogation against any of us, and provide coverage for your indemnification obligations under this Agreement. The insurance afforded to additional insureds must apply as primary insurance and not contribute to any insurance or self-insurance available to us.

14.3.4. Continuation of Policy. Regardless of the amounts we state above, it is your responsibility to maintain adequate insurance coverage at all times during the term of and after the expiration of this Agreement, so that coverage, including but not limited to any policies that are on a “claims made” basis, which through the purchase of an extended reporting endorsement (i.e., “tail” insurance) will be in effect for acts or omissions that occurred prior to the termination of the policy and are reported within a 24 month period following the end of the policy period.

14.3.5. Copies of Policies. You must provide us with copies of policies (including all endorsements) evidencing the existence of the insurance required by this Section 14.3 at least ten (10) days prior to the time you are first required to carry insurance, and thereafter at least thirty (30) days prior to the expiration of any policy, along with certificates evidencing such insurance.

14.3.6. Our Right to Obtain Insurance. In the event you fail to obtain the required insurance and to keep it in full force and effect, we may, but will not be obligated to, purchase insurance on your behalf from an insurance carrier of our choice, and you must reimburse us for the full cost of such insurance, plus an administrative fee equal to 20% of the cost of such premiums, within five (5) days of the date we deliver you an invoice detailing such costs and expenses.

14.3.7. Acknowledgement. You acknowledge that the foregoing minimum insurance requirements do not constitute advice or a representation that such coverages are necessary or adequate to protect you from losses in connection with your Office. Nothing in this Agreement prevents or restricts you from acquiring and maintaining insurance with higher policy limits or lower deductibles than we require.

15. ASSIGNMENT

15.1. By Us. You acknowledge that we maintain a staff to manage and operate the System and that staff members can change as our owners, directors, officers, and employees come and go. You represent that you have not signed this Agreement in reliance on any particular shareholder, director, officer, or employee remaining with us in that capacity. We may change our ownership or form and/or assign this Agreement and any other agreement to a third party without restriction. After our assignment of this Agreement to a third party who expressly assumes the obligations under this Agreement, we no longer will have any performance or other obligations under this Agreement.

15.2. Assignment by You. We have entered into this Agreement in reliance upon and in consideration of your singular personal skill and your qualifications, as well as the trust and confidence we have in you. Therefore, neither your interest in this Agreement, nor any interest in: (a) you; (b) any of your Owners; (c) substantially all of your assets; (d) your Office; or (e) your client lists or contact information, can be assigned, transferred, given away or encumbered, voluntarily or involuntarily (a "**Transfer**"), without our prior written consent.

15.2.1. We will not unreasonably withhold approval of a Transfer if you comply with the conditions of this Article 15. Our consent to a Transfer will not be a waiver of any claims we may have against you.

15.2.2. If, after a Transfer approved by us, one of your Owners no longer has any interest in you, then that person will be relieved of liability for any obligations to us that arise *after* the date of the Transfer, except for those obligations that arise under Articles 16 or 18.

15.3. Conditions for Approval of Transfer. We, in our discretion, may impose conditions on the Transfer, including the following:

15.3.1. You and your Owners must be in full compliance with this Agreement, and must have been in substantial compliance with this Agreement during the Term, and must pay all amounts then owed to us or our Affiliates.

15.3.2. The transferee must complete and submit all application documents required by us from prospective franchisees at the time of the assignment, meet all of our then-current standards for new prospective franchisees, and be approved in writing by us.

15.3.3. You must provide us with a complete copy of all contracts and related documentation between you and your prospective transferee relating to the intended Transfer.

15.3.4. The transferee must have, at our option, either: (i) assumed this Agreement by a written assumption agreement approved by us (which will include a personal guarantee(s) by the transferee, its principals and/or owners of a beneficial interest in transferee), or have agreed to do so at closing; or (ii) executed a replacement franchise agreement on the standard form of franchise agreement we are then offering to new franchisees, which may differ from this Agreement in all material respects, including but not limited to having a smaller Area of Operations and higher or different fees than were required in or granted by this Agreement.

15.3.5. You or your transferee must pay us a transfer fee equal to ten thousand dollars ($10,000).

15.3.6. At the expense of either you or the transferee, upgrade, remodel, or replace the assets used by your Office, including any and all of your equipment, to conform to our then-current standards and specifications for new franchisees, and complete the upgrading, remodeling, or replacing and other requirements within the time specified by us.

15.3.7. Prior to the date of Transfer, your transferee and/or its general manager must attend training as required under the-then current franchise agreement being used by us.

15.3.8. You and each Owner must have executed a general release, on our then-current form (our current form is attached to the Franchise Disclosure Document as **Exhibit E**), of any and all claims against us and our Affiliates and our and their respective officers, directors, shareholders, managers, members, agents and employees in their corporate and individual capacities; provided, however, that any release will not be inconsistent with any state law regulating franchising.

15.3.9. If any part of the sale price is financed, you must agree that all obligations of the transferee under any promissory note, other payment agreement, or financing statement will be subordinate to the obligations of the transferee to pay the Royalty Fee, Brand Fund Fee, Outsourced Services Fee, and other amounts due to us and our Affiliates pursuant to this Agreement.

15.3.10. You must execute a written agreement not to compete in favor of us and your transferee, with terms the same as those set forth in Sections 16.5 and 16.6.

15.4. Right of First Refusal. At least sixty (60) days before you intend to Transfer your Office, you must give written notice to us of your intention to make a Transfer. This notice must include a fully-executed copy of any sale document, and any documents referred to in that or those document(s).

15.4.1. We will have the right to acquire the transferred interest at the same price, and on the same terms and conditions, as contained in any bona-fide offer from a third party made to you. Our credit will be deemed equal to the credit of any proposed buyer (meaning that, if the proposed consideration includes promissory notes, we or our designee may provide promissory notes with the same terms as those offered by the proposed transferee). We will have up to sixty (60) days to close the purchase.

15.4.2. We must receive, and you and your Owners agree to make, all customary representations and warranties given by the seller of the assets of a business or the ownership interests in a Business Entity, as applicable.

15.4.3. We have the unrestricted right to assign this right of first refusal to a third party, who then will have the rights described in this Section.

Any material change in the terms of any offer prior to closing, or your failure to close on the Transfer within sixty (60) days of submitting to us written notice of your intention to make the Transfer, will constitute a new offer subject to the same right of first refusal by us. This Section 15.4 will not apply to: (a) a Transfer by you or your Owners to an immediate adult family member of you or your Owners; or (b) if you are a Business Entity, the Transfer of your shares to an Owner who was identified on **Addendum 1** of this Agreement as of the Effective Date and has signed an Owner Agreement with us in the form attached as **Addendum 2**.

15.5. Limited Assignment Right for Sole Proprietorships or Partnerships. If you are a sole proprietorship or partnership, we expressly consent to the Transfer of this Agreement, without payment of a fee, to a Business Entity owned and controlled by the same Owners, provided that you and each of the Owners execute: (a) an assignment agreement; and (b) the Owner Agreement attached as **Addendum 2**, and provided that you comply with the requirements of Section 1.5. You must notify us in writing of any proposed Transfer under this Section 15.5 and must provide and/or sign all documents we request including, but not limited to, assignment documents, articles of incorporation or organization and bylaws.

15.6. Death or Disability of You or Your Owners. Upon the death or permanent incapacity (mental or physical) of you or of any Owner who has a controlling interest in you, the executor, administrator, or personal representative of such person must Transfer such interest to a third party approved by us within one hundred eighty (180) days after such death or mental incapacity. Such Transfers, including, without limitation, Transfers by devise or inheritance, will be subject to the same conditions as an inter vivos transfer. In the case of Transfer by devise or inheritance, however, if the heirs or beneficiaries of any such person are unable to meet the conditions of this Section 15.6, the executor, administrator, or personal representative of the decedent must Transfer the decedent's interest to another party approved by us within one hundred eighty (180) days, which disposition will be subject to all the terms and conditions for Transfer contained in this Agreement. If the interest is not disposed of within the one hundred eighty (180) day period, we may, at our option, terminate this Agreement. In the event of your death or disability (if you are an individual), the Transfer of your interest in this Agreement and your Office by will or intestate succession, or conveyance of such interest in the event of disability, to your individual heirs, will require our written consent, but will not give rise to our right of first refusal under Section 15.4. However, our right of first refusal will apply to any proposed Transfer or assignment by such heirs.

15.7. Termination, Resignation, Death or Disability of General Manager. If, due to termination, resignation, death, or disability, no one is able to perform management or training supervisory duties relating to your Office, you must, within a reasonable time not to exceed sixty (60) days from the date of termination, resignation, death, or disability, appoint a new General Manager. Each new General Manager must, at your expense, attend and complete the Initial Training Program to our satisfaction. If, in our sole judgment, your Office is not being managed properly, at any time after the General Manager's termination, resignation, death, or disability, we will have the right (but not the obligation) to exercise our step-in rights under Section 17.8.

16. COMPETITION; PROTECTION OF OUR CONFIDENTIAL INFORMATION

16.1. Your Acknowledgement. You acknowledge that you will obtain knowledge of our Confidential Information that is essential to the operation of your Office, without which information you could not effectively and efficiently operate it. You further acknowledge that such Confidential Information was not known to you prior to execution of this Agreement. You further acknowledge and agree that all of the Confidential Information is our sole property, represents our valuable assets, and that we have the right to use the Confidential Information in any manner we wish at any time.

16.2. Use and Disclosure of Confidential Information. You will not use any Confidential Information for any purpose other than in the manner we permit or direct. You may disclose Confidential Information only to such of your employees, agents, independent contractors and representatives as reasonably necessary in order to operate your Office. You may not, during the Term or afterward, communicate, divulge or use for the benefit of any other person or entity any Confidential Information, except to such employees and independent agents as must have access to it in order to operate your Office, and you agree that your use of Confidential Information for any purpose other than the development and operation of your Office in accordance with this agreement would constitute unfair competition. Any and all Confidential Information may not be used for any purpose other than conducting your Office. You agree not to make any copies of, reproductions of, or extracts of any Confidential Information except strictly incidental to, and solely in furtherance and within the scope of your relationship with us. You will never reveal any Confidential Information to any person, except as permitted by this Agreement or pursuant to an order from a court of competent jurisdiction. In the event that you should receive such a court order, you must provide us immediate oral and written notice of such order, and must cooperate with us in protecting the secret nature of the Confidential Information.

16.3. Preservation of Confidentiality. You must not permit any person (including your Owners, General Manager, principals, officers, directors, independent contractors and employees) to access Confidential Information (including the Manual) without first requiring them to execute confidentiality agreements, in a form we approve, requiring that all Confidential Information that may be acquired by or imparted to such person be held in strict confidence and used solely for the benefit of you and us. You must ensure that each of your Owners execute the Owner Agreement, attached to this Agreement as **Addendum 2**. All confidentiality agreements described in this Section 16.3 must include a specific identification of us as a third-party beneficiary with the independent right to enforce the agreement. Our current approved form is attached to our Franchise Disclosure Document as **Exhibit H**.

16.4. Covenant Not to Compete: During Term. You covenant and agree that, during the Term and any successor term(s), neither you nor your Owners, General Manager(s), officers, directors, members, and partners nor any of your or their immediate family members will directly or indirectly own, invest in, partner with, direct, serve as an officer or director for, be employed by, act as consultant for, represent, act as an agent for, or divert or attempt to divert any client, person, or business to, any Competitive Business anywhere.

16.5. Covenant Not to Compete: After Term. For the reasons stated in Section 16.1 above, you covenant and agree that, for a period of three (3) years after the termination of this Agreement or any successor to this Agreement, regardless of the reason, cause, purpose, or source of the termination (including but not limited to your Transfer of this Agreement), neither you nor your owners, managers, General Manager(s), officers, directors, members, and partners will directly or indirectly own, invest in, partner with, direct, serve as an officer or director for, be employed by, act as a consultant for, represent, or act as an agent for, any Competitive Business within fifteen (15) miles of: (a) the Area of Operations; or (b) any other Office that is then operating.

16.6. Covenant Not to Divert Clients. You agree that, during the Term or any successor term(s), and for a period of one (1) year after the termination or expiration of this Agreement or any successor agreement(s), you will not divert, attempt to divert, or accept business from any client of any Office to any Competitive Business.

16.7. You Acknowledge that these Covenants Are Reasonable. You agree that all covenants in this Agreement and this Article 16 are fair and reasonable in both duration and area, and will not impose any undue hardship on you. You agree that the existence of any claims you may have against us, whether or not arising from this Agreement, will not constitute a defense to enforcement by us of the covenants in

this Article. You further acknowledge that a violation of any covenant in this Article 16 will cause us irreparable harm, the exact amount of which may not ascertainable, and therefore, you consent that in the event of such violation, we will, as a matter of right, be entitled to apply for injunctive relief to restrain you, or anyone acting for you or on your behalf, from violating said covenants. Such remedies, however, are cumulative and in addition to any of the remedies to which we may then be entitled. The covenants set forth in this Article 16 will survive the termination, expiration or Transfer of this Agreement. You agree to pay all costs and expenses, including, without limitation, reasonable attorneys' fees, that we incur in connection with our enforcement of the covenants in this Article 16. YOU EXPRESSLY ACKNOWLEDGE THAT YOU POSSESS SKILLS AND ABILITIES OF A GENERAL NATURE AND HAVE OTHER OPPORTUNITIES TO EXPLOIT SUCH SKILLS. CONSEQUENTLY, YOU REPRESENT TO US THAT ENFORCEMENT OF THE COVENANTS SET FORTH ABOVE WILL NOT DEPRIVE YOU OF THE ABILITY TO EARN A LIVING.

16.8. Covenants Are Severable; Tolling. The parties agree that each covenant in this Article 16 is construed to be independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Agreement is held unenforceable or unreasonable by a court or agency having competent jurisdiction in any final decision to which we are a party, you expressly agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resultant covenant were separately stated in and part of this Agreement. Any period of time specified in this Article 16 will be tolled and suspended for any period of time during which you are in violation of any restrictive covenant.

16.9. Limited Exclusion. The restrictions contained in Sections 16.4 and 16.5 above will not apply to ownership of less than two percent (2%) of the shares of a company whose shares are listed and traded on a national securities exchange if such shares are owned for investment only.

17. DEFAULT; TERMINATION

17.1. Automatic Termination Without Notice. You will be in default under this Franchise Agreement, and we may automatically terminate all rights granted to you by this Franchise Agreement without notice if: (i) you file or cause to be filed a petition in bankruptcy or you are adjudicated bankrupt or judicially determined to be insolvent (subject to any contrary provisions of any applicable state or federal laws); or (ii) you admit to your inability to meet your financial obligations as they become due, or make a disposition for the benefit of its creditors (unless prohibited by law); or (iii) a receiver or custodian (permanent or temporary) is appointed for any of your assets or property; or (iv) a final judgment in excess of $10,000 against you remains unsatisfied or of record for sixty (60) days or longer (unless a bond is filed or other steps are taken to effectively stay enforcement of such judgment), except that we may provide you with additional time to satisfy the judgment if you demonstrate that you are using commercially reasonable efforts to resolve the issues related to the judgment.

17.2. Immediate Termination With Notice and No Opportunity to Cure. We will have the right to terminate this Agreement immediately, without providing you an opportunity to cure, upon our delivery of written notice to you under any of the following circumstances:

17.2.1. Failure to Open. You fail to complete training to our satisfaction, or begin operating your Office, on or before the Commencement Deadline.

17.2.2. Abandonment. You fail to keep your Office operating for a period of five (5) consecutive week days, except as may be allowed by us in the Manual or otherwise in writing.

17.2.3. Failure to Maintain Licenses and Permits. You fail to maintain all required professional licenses, permits, and certifications for a period exceeding five (5) business days.

17.2.4. Certain Acts. Conduct or activity by you, your General Manager, or Owners that is reasonably likely to have an adverse effect or reflect unfavorably on your Office, us, the System, Offices generally, the Marks, or the goodwill associated with them, including (but not limited to) a felony conviction of you or of any of your Owners, or General Manager.

17.2.5. Unauthorized Assignment. You or an Owner purport to sell, assign, Transfer or encumber this Agreement, your Office or an interest in you without our prior written consent in violation of Article 15.

17.2.6. Failure to Comply With Laws. You fail to comply with any material Legal Requirement applicable to the operation of your Office, and fail within the time period allowed by law to cure the noncompliance following your receipt of notice of the noncompliance. If no time period is specified, the cure period will be forty-eight (48) hours from the receipt of such notice.

17.2.7. Repeated Defaults. We deliver to you three (3) or more written notices of default pursuant to this Article 17 within any twenty-four (24) month period, whether or not the defaults described in the notices ultimately are cured.

17.2.8. Understating Gross Revenue. You submit on two or more occasions during the Term a report, financial statement, tax return, schedule or other information or supporting record (including submission by or through the Computer System) which understates your Gross Revenue by more than two percent (2%). This provision will not apply if you can demonstrate that the understatement resulted from an inadvertent error or error made by the Computer System.

17.2.9. Material Misrepresentations. You make any material misrepresentations relating to the acquisition of your Office or in connection with the operation of your Office.

17.2.10. Failure to Allow Audit or Inspection. You refuse to allow or cooperate with the audits or inspections by us described in Article 12.

17.2.11. Violation of Restrictive Covenants. You, your Owners, or any of the individuals identified in Article 16 violate any of the restrictive covenants against competition or use or disclosure of our Confidential Information in Article 16.

17.2.12. Interference With Relationships. You interfere or attempt to interfere with our actual or prospective contractual relations with other Offices, employees, advertising agencies or any third parties.

17.2.13. Sale of Unapproved Products or Services. You offer or sell as part of your Office any unapproved product, service or program; do not sell Authorized Services or Products, or do not use or disseminate (as applicable) all materials, notices and procedures specified by us.

17.2.14. Intellectual Property Misuse. If you challenge the validity of, materially misuse, or make any unauthorized use, disclosure, or duplication of, the Marks or Confidential Information (excluding only independent acts of your employees or others if you exercised your best efforts to prevent such disclosures or use).

17.2.15. Anti-Terrorism Laws. You violate, or make any misrepresentation regarding your compliance with, or violation of, Anti-Terrorism Laws by you, your Owners, officers, directors, General Managers, managers, members, partners, or agents.

17.2.16. Operation After Death or Incapacity. You fail to maintain your Office under the primary supervision of a General Manager during the one-hundred-eighty (180) days following the death or incapacity of you or any of your Owners.

17.2.17.Advertising or Marketing Outside of Your Area of Operations. You advertise, market, or solicit new clients outside of your Area of Operations in violation of the policies stated in the Manual without our express written consent.

17.2.18. Absence from Mandatory Conventions, Meetings, or Training. You are absent from a mandatory training course, conference, or convention, and do not cure this default by attending all of the mandatory training courses, meetings, conferences, and conventions within the 12-month period following our notice to you of your default under this provision.

17.3. Termination After Cure Period. We have the right to terminate this Agreement, which termination will become effective upon delivery of written notice of termination, if you fail to cure the following defaults within the following cure periods:

17.3.1. Thirty Day Cure Period. You will have thirty (30) days after delivery of written notice to cure the following defaults: (a) you fail to resolve client complaints and/or disputes as required by Section 9.9.2; (b) you fail to pay any amounts due to us or our Affiliates; or (c) you commit any other default under this Agreement not expressly identified in Sections 17.1, 17.2, or this 17.3.

17.3.2. Ten Day Cure Period. You will have ten (10) days to cure a default for your failure to obtain or maintain required insurance coverage.

We will have the right to terminate the Agreement after the expiration of the cure period if you do not correct your default after we deliver to you notice of your failure to comply. The description of any breach in any notice served by us upon you will in no way preclude us from specifying additional or supplemental breaches in any action, arbitration, hearing or suit relating to this Agreement or its termination.

17.4. Effect of Laws; Election by us not to Terminate Immediately. If applicable law will not allow the termination of this Agreement immediately as stated in Sections 17.1 or 17.2 above, or if we elect not to have the default result in the immediate termination of this Agreement, the concerned default will be subject to the provisions of, and the cure period stated in, Section 17.3.1. If applicable law requires a longer cure period than that specified in this Agreement, the longer period will apply.

17.5. Our Pre-Termination Options. If you fail to pay any amount owed under this Agreement, or fail to comply with any term of this Agreement or the Manual (subject to applicable notice and cure periods), then, in addition to our right to terminate this Agreement or to bring a claim for damages, we have the following options as we deem necessary:

17.5.1. To suspend all services provided to you under this Agreement or otherwise, including training, marketing, and other assistance.

17.5.2. To eliminate listing you in any advertising, marketing or promotional materials, including any directory listings, approved or published by us, and our principal website.

We may continue taking these actions until you comply with the requirements of any default notice that we have sent to you, and we acknowledge your compliance in writing. The options in this Section 17.5 will have no effect on, and will not release you from, any obligation you owe to us or to our Affiliates.

17.6. Termination by You. You can terminate this Agreement only with our prior written consent, or if we commit a material breach of this Agreement that is not cured within thirty (30) days after written notice from you. If the nature of the breach is such that we will be unable to cure it within the required thirty (30) day period, we can take such additional time as may be reasonably necessary within which to cure said breach provided that we have begun taking corrective action within the thirty (30) day period, and we pursue it diligently to completion.

17.7. Cross-Default. Any default by you under any agreement between you and us or you and our Affiliates, and your failure to cure within any applicable cure period, will be considered a default under this Agreement and will provide an independent basis for us to terminate this Agreement. If the default under the other agreement is such that it would entitle us to immediately terminate that other agreement, then we will be entitled to immediately terminate this Agreement in the manner stated in Section 17.2.

17.8. Step-In Rights and Management. To prevent any interruption of business of your Office and any injury to the goodwill and reputation of your Office, the System, or other Offices which may be caused by such interruption, in the event of: (a) your default under this Agreement; (b) our termination of the Agreement under Sections 17.1 through 17.3; or (c) your death or permanent incapacity (mental or physical), we will have the right (but not the obligation) to operate your Office for as long as we deem necessary and practical. You hereby authorize us to undertake such operation, and agree that our operation of and making corrections to, your Office within our reasonable business judgment will not make us or our agents guilty of trespass or any other tort, and that our exercising these rights will not constitute a waiver of any other rights or remedies we may have under this Agreement. If we operate your Office, we will have the right to collect and pay from the revenues of your Office all expenses relating to the operation of your Office including, without limitation, Royalty Fees, Brand Fund Fees, employee salaries, reimbursement of our expenses incurred in connection with such operation (including travel, lodging, and living expenses), and a management fee of five hundred dollars ($500) per day. You must indemnify and hold us harmless from any and all claims arising from the alleged acts and omissions of us and our representatives in exercising rights under this Section.

18. POST TERMINATION OBLIGATIONS

Upon termination or expiration of this Agreement for any reason, or (as applicable) a Transfer by you, you will immediately cease operating your Office and:

18.1. Cease Use of Marks and System Materials. You must immediately cease all use of the Marks and the Manual, materials relating to the System and its operation, and Confidential Information, and you must not use any trademarks, tradenames, service marks, or other commercial symbols that indicate or suggest a connection with us.

18.2. Representations of Affiliation. You must refrain from any representation whatsoever that you are our franchisee, or that you are or have been affiliated with us, and you must take any affirmative action necessary to remove any use of the Marks in connection with your Office. You must, at our option and request, assign to us all rights to all telephone numbers, e-mail addresses, URLs, domain names, social media identities, Internet listings, and Internet accounts related to your Office. If you do not voluntarily comply with this Section 18.2, we may, at our option, execute in your name and on your behalf, any and all documents necessary to end your use of the Marks and you irrevocably appoint the person serving as

our manager or President as your attorney-in-fact to do so. You must take all actions as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks.

18.3. De-Identification. You must modify the Business Office, including all equipment used by your Office (including, without limitation, the changing of the color scheme and other distinctive design features, and the changing of and assigning to us of, the telephone numbers) as may be necessary to distinguish the appearance and operation of your Office from that of other Office, and you must make such specific additional changes to your Office as we may reasonably request for that purpose. Such de-identification must be completed within fifteen (15) days after expiration or termination of this Agreement. If your Business Office is located anywhere other than your home, if we ask you to do so, you must immediately assign to us the lease that is in effect for your Business Office.

18.4. Payment; Security Interest. You must pay all sums you owe to us or our Affiliates under the terms of any agreement with us or our Affiliates within fifteen (15) days of termination or expiration of this Agreement, or such later date that any amounts due have been determined by us. Said sums will include all interest, damages, costs and expenses, including reasonable attorneys' fees, incurred by us, whether or not said sums are incurred prior to or subsequent to the termination or expiration of this Agreement. Said sums will also include the Liquidated Damages and all other costs and expenses, including, without limitation, reasonable attorneys' fees, costs, and expenses incurred by us in obtaining injunctive or other relief to enforce the provisions of this Agreement. You grant to us a security interest (which will be subordinate to any purchase money security interest) in any equipment, inventory, supplies, furniture and fixtures and goods represented thereby, to the extent that we have not received all funds due and owing from you. This Agreement will constitute a security agreement granting to us a security interest in the above mentioned collateral, and you must execute any and all financing statements required by us to perfect our security interest in the collateral.

18.5. Return of Manual and Other Confidential Information. You must, within ten (10) days of the termination, deliver to us the Manual and all Confidential Information, Intellectual Property, records, files, computer programs, software, Operational Data, records, files, instructions, correspondence, and any and all other materials relating to the operation of your Office that were provided to you, or held by a third party on your behalf, and all copies of it (all of which you acknowledge is our property). You will retain no copy or record of any of the foregoing, with the exception only of your copy of this Agreement, correspondence between the parties and any other documents which you reasonably need to comply with law.

18.6. Our Right to Purchase Tangible Assets. We will have the option to purchase your interest (if any) in any or all of your Office's equipment and supplies for a purchase price equal to the lesser of your cost or then-current fair market value, to be determined by a qualified independent third party appraiser of our choosing, and may set off against the purchase price any amounts that you owe to us. We will exercise our option by delivering written notice before or within thirty (30) days after this Agreement expires or is terminated.

18.7. Liquidated Damages. If an early termination of this Agreement occurs (which will mean any termination of the Agreement before the end of the Term, other than due to a mutual termination or your termination under Section 17.6), you will, within fifteen (15) days of such early termination, pay to us liquidated damages ("**Liquidated Damages**"). You agree that the Liquidated Damages are not a penalty, and that it would be impracticable or extremely difficult for us to calculate the actual amount you would have been obligated to pay us as Royalty, Brand Fund, and Outsourced Services Fees through the end of the Term. As a result, the parties agree that the following method of calculation represents a fair and reasonable estimate of our damages. Liquidated Damages will be equal to the combined monthly average of Royalty, Brand Fund, and Outsourced Services Fees (without regard to any fee waivers or other

reductions) that are owed by you to us, beginning with the Commencement Deadline through the date of early termination, multiplied by the lesser of: (i) twenty-four (24), or (ii) the number of full months remaining in the Term.

18.8. Use of Operational Data and Other Information. You must ensure that we have a complete list of all your clients and their personal information. We have the right, during and after the Term, to access and use: (i) all information you provide to us contained in your reports, through the Computer System, and in such other operational reports that we request from you; (ii) Operational Data; and (iii) the contact information of you or your Owners. We may use this information for business purposes that may include, without limitation, public relations, advertising, statistical compilations, investigations and resolutions of client complaints, and quality surveys. We have the right, after termination, to continue to use the information referred to in this Section 18.8. After termination or expiration of the Agreement, we will have the exclusive right to use Operational Data, and to make the Operational Data available to other franchisees for such purposes as we deem appropriate.

18.9. Termination Without Prejudice. The expiration or termination of this Agreement will not relieve you of any of your obligations to us existing at the time of expiration or termination, nor will it terminate those of your obligations which, by their nature, survive the expiration or termination of this Agreement. The expiration or termination of this Agreement will be without prejudice to our rights against you; and in the event of a termination which is the result of your material breach or default under this Agreement, we will, in addition to our rights set forth above, also be entitled to all other rights and remedies that are available to us at law or in equity.

19. GOVERNING LAW; DISPUTE RESOLUTION

19.1. Governing Law. This Agreement is governed by and must be interpreted in accordance with the laws of the State of Nevada, without reference to conflict of laws principles. By agreeing to the application of Nevada law, the parties do not intend to make this Agreement or their relationship subject to any franchise, dealership, distributorship, business opportunity, or other statute, rule, or regulation of the state of Nevada to which this Agreement or the parties' relationship would not otherwise be subject. We and you each acknowledge and agree that this choice of applicable state law provides you and us with the mutual benefit of uniform interpretation of this Agreement. You expressly waive any rights or protections you have or may have under any statute or law of any other state to the fullest extent permitted by law. This Agreement may be deemed to be amended from time to time as may be necessary to bring any of its provisions into conformity with valid applicable laws or regulations.

19.2. Mandatory Mediation. Except as provided in Section 19.4, if any Dispute cannot be settled through direct discussions, the parties agree to submit the Dispute to mediation before resorting to arbitration. Mediation will be administered by the American Arbitration Association ("**AAA**") under its then-current Commercial Mediation Procedures ("**Mediation Procedures**") and before a mediator selected under them. Mediation will not defer or suspend our exercise of any termination right under Article 17. All aspects of the mediation process will be treated as confidential, may not be disclosed to others, and must not be offered or admissible in any other proceeding or legal action whatsoever.

19.2.1. Deadline for Mediation. The party requesting mediation must provide written notice of the request for mediation to the other party in the manner prescribed in the Mediation Procedures. The request must specify with reasonable particularity the matters for which mediation is sought. Mediation must be concluded within thirty (30) days of the issuance of the written request for mediation, or such longer period as the parties may agree upon in writing.

19.2.2. Location. The mediation must be held in Las Vegas, Nevada or at the AAA office closest to our then-current headquarters if we are no longer headquartered in Las Vegas, Nevada.

19.2.3. Cost of Mediation and Consequences of Failure to Comply. The parties will equally share the cost of the mediation, including administrative costs and mediator fees. Should a party refuse to pay its share of the costs and fees in advance of mediation, that party will be in default of this agreement, and the Dispute may proceed directly to arbitration without mediation. Any costs or fees, including attorney fees, incurred by the non-defaulting party in pursuing mediation may be sought as damages in arbitration.

19.3. Arbitration. Except as specifically provided in this Agreement, any Dispute that is not resolved through mediation must be settled by binding arbitration administered by the American Arbitration Association in accordance with its then-current Commercial Arbitration Rules ("**Commercial Rules**"). Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction over the parties.

19.3.1. Governed by Federal Arbitration Act. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce, and that any arbitration conducted under this Agreement will be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). The parties intend and agree that any state laws attempting to prohibit arbitration or void out-of-state forums for arbitration are preempted by the Federal Arbitration Act, and that arbitration must be conducted as provided in this Section 19.3.

19.3.2. Appointment of Arbitrator. The Dispute will be heard by a single arbitrator, chosen in accordance with the Commercial Rules. The arbitrator, and not any court, will have the sole authority to decide the Dispute, as well as to determine arbitrability of any Dispute.

19.3.3. Qualifications of the Arbitrator. At the option of either party, the arbitrator must be selected from a list of retired federal or state judges supplied by AAA, if available, who have substantive experience in franchise law.

19.3.4. Claims Barred. In connection with any arbitration proceeding, each party must submit any Dispute or claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) in the arbitration. Any such claim which is not submitted or filed as described above will be forever barred.

19.3.5. Payment of Fees and Costs. The parties will equally bear all administrative costs and arbitrator fees in accordance with the Commercial Rules. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present any evidence or cross-examine witnesses. In such event, the other party will be required to present evidence and legal argument as the arbitrator may require for the making of an award. Such waiver will not allow for a default judgment or award against the non-paying party in the absence of evidence presented as provided for above.

19.3.6. Mandatory Exchange of Information. The parties must exchange the following information within twenty (20) days of the appointment of the arbitrator without further order from the arbitrator. The parties must exchange the name and, if known, the address and telephone number of each individual likely to have information regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of another party to the Dispute. The disclosure must include any

witness anticipated for impeachment or rebuttal. The identifying party must identify the subject(s) on which the witness may provide testimony. The parties must also disclose and provide a copy of all documents, data compilations, and tangible things that are in the possession, custody, or control of the party regarding any matter not privileged which is relevant to the subject matter involved in the Dispute, regardless of whether it relates to the claim or defense of the party or that of the other party. The arbitrator may entertain a request to compel the exchange of information or documents not provided by a party in possession of them.

19.3.7. Discovery. Each side may take three (3) depositions. Neither side's depositions may consume more than a total of eighteen (18) hours. No party may make a speaking objection at a deposition, except to preserve privilege. The total period for the taking of depositions shall not exceed six weeks. No interrogatories or requests to admit may be propounded by either party.

19.3.8. Location. The arbitration must be held in Las Vegas, Nevada or at the AAA office closest to our then-current headquarters if we are no longer headquartered in Las Vegas, Nevada.

19.3.9. Time of Final Arbitration Hearing. The final arbitration hearing for any matter must be held no later than nine (9) months from the date of the arbitration demand. Except as otherwise noted in this Agreement, hearings will take place under the Commercial Rules.

19.3.10. Timing; Type of Award. The arbitrator must agree to comply with the schedule stated in Section 19.3.9 before accepting appointment. However, this time limit may be extended by the arbitrator for good cause shown, or by mutual agreement of the parties. The award of the arbitrator must be accompanied by a reasoned opinion, but they may not declare any trademarks owned by us or our Affiliates generic or invalid.

19.3.11. Award of Fees and Costs. The arbitrator must award to the prevailing party, if any, as determined by the arbitrator(s), all of their costs and fees. "Costs and fees" mean all reasonable pre-award expenses of the arbitration, including arbitrator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and attorney fees.

19.4. Injunctive Relief. You acknowledge that a breach of this Agreement by you, which relates to any of the matters set out below, will cause us irreparable harm for which monetary damages are an inadequate remedy. Therefore, in addition to any other remedies we have under this Agreement, we are entitled to seek and obtain the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement with respect to: (i) the Marks; (ii) the System; (iii) Intellectual Property; (iv) the obligations of you upon termination or expiration of this Agreement; (v) Transfers; (vi) Confidential Information; (vii) covenants not to compete with us; and (viii) any act or omission by you or your employees that: (a) constitutes a violation of any Legal Requirement; (b) is dishonest or misleading to customers of your Office or other Offices; (c) constitutes a danger to your employees or to the public; or (d) may impair the goodwill associated with the Marks or the System. You are entitled to seek and obtain the entry of temporary and permanent injunctions to prevent our improper termination of this Agreement. The parties agree that such requests may be heard by the arbitrator or by a court (subject to Section 19.9), at the election of the party seeking the same. Neither party will be required to first mediate any claim for injunctive relief. Should a party elect to have its request heard by arbitrator, all such requests shall be heard in accordance with the then-current Commercial Rules. Neither party is required to post a bond or other security with respect to obtaining injunctive relief. If we secure any such injunction, you agree to pay to us an amount equal to the aggregate of our costs and expenses, including without limitation reasonable attorney fees, costs, and expenses, that we incur in obtaining such relief.

You agree that your sole remedy, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held. You waive all claims for damages by reason of the wrongful issuance of any such injunction.

19.5. Waiver of Right to Jury Trial. Each party hereby irrevocably waives its rights to trial by jury regarding any Dispute or proceeding arising out of this agreement or the transactions relating to its subject matter.

Your Initials:_____ Our Initials:_____

19.6. Waiver of Right to Bring Class, Group, or Collective Action. Arbitration or litigation of any Dispute must proceed solely on an individual basis. The parties expressly and irrevocably waive the right for any Dispute to be arbitrated or litigated on a class action basis, or on bases involving Disputes arbitrated or litigated in a purported representative capacity on behalf of others. The authority of a court or arbitrator to resolve Disputes and make written awards or judgments is limited to Disputes between you and us alone. Disputes may not be joined or consolidated with any other Dispute(s) unless agreed to in writing by all parties. No arbitration award or court decision will have any preclusive effect as to issues or claims in any Dispute with any person or entity not a named party to the arbitration. No previous course of dealing will be admissible to explain, modify, or contradict the terms of this agreement.

Your Initials:_____ Our Initials:_____

19.7. Waiver of Claim for Punitive Damages. To the extent permitted by applicable law, neither of the parties may assert, and each party waives, any claim against the other party (including their respective Affiliates, partners, stockholders, members, officers, directors, agents, employees and controlling persons), on any theory of liability for special, indirect, consequential, or punitive damages (as opposed to direct or actual damages) for any Dispute. The parties further agree that in the event of a Dispute, each of the parties will be limited to the recovery of any: (a) actual damages sustained by it; (b) Liquidated Damages as provided in Section 18.7; and (c) statutory trademark law treble damages. If such claims for punitive damages cannot be waived by law, then the parties agree that any recovery will not exceed two (2) times actual damages.

Your Initials:_____ Our Initials:_____

19.8. Legal Fees and Expenses. The prevailing party in an arbitration, judicial or other proceeding between the parties will be entitled to reimbursement of its costs and expenses, including reasonable attorney fees. "Costs and expenses" mean all reasonable pre-award expenses of the arbitration, including arbitrator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, expert witness fees, costs of investigation and proof of facts, court costs, other arbitration or litigation expenses, and attorney fees. As used in Section 19.3.11 and this Section 19.8, "prevailing party" is the party which has obtained the greatest net award in terms of money or money equivalent. If money or money equivalent has not been awarded, then the prevailing party will be that party which has prevailed on a majority of the material issues decided.

19.9. Choice of Forum. To the extent that a judicial action is expressly permitted by Section 19.4, the parties agree that any such cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in a court of competent jurisdiction in Las Vegas, Nevada, or, if our principal place of business is in a city other than Las Vegas, Nevada, then the federal or state court for the jurisdiction in which we then have our principal place of business. **Both parties irrevocably submit themselves to, and consent to, the exclusive jurisdiction of said courts. This Section 19.9 will survive the termination of this Agreement. You acknowledge that you are aware of the business purposes and needs underlying the language of this Section 19.9**.

19.10. Claims Limitation Period. Unless prohibited by Legal Requirements, any legal action or proceeding (including mediation or arbitration) brought or instituted by you with respect to any Dispute must be brought or instituted within a period of one (1) year from the date you discover the conduct or event that is the basis of the legal action or proceeding, except that the one (1) year period will be tolled only during the pendency of any mediation required by Section 19.2. Any such claim which is not submitted or filed as described above shall be forever barred.

20. **GENERAL PROVISIONS**.

20.1. Severability. All provisions of this Agreement are severable. If pursuant to the decision of any court having jurisdiction, any provisions are not enforceable in whole or in part, the remainder of this Agreement will continue to be in full force and effect, and the affected provisions will be superseded and modified by such applicable law.

20.2. Approvals. Whenever this Agreement requires our prior approval or consent before you take any action, you must make a timely written request to us, and our approval or consent must be obtained in writing. We will not unreasonably withhold or unreasonably delay our response. By providing any waiver, approval, consent, or suggestion to you or in connection with any consent, or by reason of any neglect, delay, or denial of any request, we make no warranties or guarantees upon which you may rely, and assume no liability or obligation to you.

20.3. No Modifications; Waiver. No waiver or modification of this Agreement or of any covenant, condition, or limitation will be valid unless it is made in writing and duly executed by the party to be charged with it. No evidence of any waiver or modification may be offered or received in evidence in any proceeding between the parties arising out of or affecting this Agreement, or the rights or obligations of any party, unless such waiver or modification is in writing, duly executed. Our waiver of your breach of any term of this Agreement applies only to that one breach and that one term, and not to any subsequent breach of any term. Acceptance by us of any payments due under this Agreement will not be deemed to be a waiver by us of any preceding breach by you of any term.

20.4. Force Majeure. Except for monetary obligations under, or as otherwise specifically provided for in, this Agreement, if either party to this Agreement is delayed or hindered in or prevented from the performance of any act required under this Agreement by Force Majeure, then performance of such act is excused for the period of the delay, but no such delay will exceed ninety (90) days.

20.5. Rights are Cumulative. Our and your rights under this Agreement are cumulative, and no exercise or enforcement by us or you of any right or remedy will preclude our or your exercise or enforcement of any other right or remedy which we or you are entitled by law to enforce, except as specifically limited by this Agreement.

20.6. Definitions and Captions. Unless otherwise defined in this body of this Agreement, capitalized terms have the meanings ascribed to them in the **Appendix** or as defined in this Agreement. All captions in this Agreement are intended for the convenience of the parties, and none may be deemed to affect the meaning or construction of any provision of this Agreement. Wherever the word “including” is used, it means “including but not limited to.”

20.7. Persons Bound. This Agreement will be binding on the parties and their respective successors and assigns.

20.8. Rules of Construction. Neither this Agreement nor any uncertainty or ambiguity in this Agreement may be construed or resolved against the drafter of this Agreement, whether under any rule of construction or otherwise. Terms used in this Agreement that are not defined must be construed and interpreted according to their ordinary meaning. If any provision of this Agreement is susceptible to two (2) or more meanings, one of which would render the provision enforceable and the other(s) which would render the provision unenforceable, the provision must be given the meaning that renders it enforceable.

20.9. Notices. Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties will be deemed so delivered: at the time delivered, if by hand; one (1) business day after transmission, if by overnight delivery service; one (1) business day after transmission, if by facsimile or other electronic system expressly approved in the Manual as appropriate for delivery of notices under this Agreement (with confirmation copy sent by regular U.S. mail); or three (3) business days after placement in the United States Mail by Certified Mail, Return Receipt Requested, postage prepaid. Information for notices is as follows, and you will immediately notify us of any changes to the following contact information:

If to us:	If to you:
Office Squad Franchise, LLC Attn: Jarita Clifton 10501 W. Gowan Rd. Suite 260 Las Vegas, Nevada 89129	The address listed in **Addendum 1**

20.10. Execution/Counterparts. Two (2) copies of this Agreement may be signed, each of which, when signed, is an original, and which, together, constitute one and the same instrument. This Agreement may be executed in two (2) or more counterparts, each of which constitutes an original, and all of which, when taken together, constitutes one Agreement.

20.11. Survival. All provisions, including the understandings, representations and warranties, which, as a matter of logic or otherwise, need to continue in force and effect subsequent to and notwithstanding the expiration or termination of this Agreement in order to achieve an intended result, will continue in full force and effect despite the absence of such specific language with respect to each of them.

20.12. Third Party Beneficiaries. This Agreement is not for the benefit of any third parties and is only for the benefit of you, us, and to the extent applicable, our Affiliate(s).

20.13. Release for Prior Agreements. If you or any of your Affiliates, Owners, managers, directors, officers, agents, servants, and employees, have before the date of this Agreement signed any other agreement with us or any of our Affiliates, you hereby release, acquit and forever discharge us and our respective parents, subsidiaries, Affiliates, and successors in interest, and each of their respective directors, officers, agents, servants, employees, whether specifically mentioned herein or not, of and from any and all liability, actions, causes of action, claims, debts, demands, damages and liabilities to person(s) or property, costs, expenses and compensation of every nature, kind and character whatsoever, whether known or unknown, foreseen or unforeseen, direct, indirect, contingent or actual, liquidated or unliquidated, whether statutory, contract, or in tort on account of or in any way connected with or related to our, or our Affiliate's, offer, sale, grant of, construction, subleasing, operation of, assistance with operation of, or development of franchises or franchise rights in any and all franchise locations awarded at any time to the undersigned and from the inception of any contact with us to the Effective Date. It your express intention that this release be as broad as permitted by law, but this Release does not apply to claims that arise under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

20.14 Entire Agreement. This Agreement, the Addenda attached to it, and any other agreements executed by you and us concurrently with our execution of this Agreement represent the entire fully integrated agreement between you and us, and supersede all other negotiations, agreements, representations, and covenants, oral or written. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation that we made in the Franchise Disclosure Document (including its exhibits and amendments) that we delivered to you in connection with this franchise offering. Except for those changes permitted to be made unilaterally by us, no amendment, change or variance from this Agreement will be binding on either party unless mutually agreed to in writing by you and us, and executed by your and our authorized officers or agents.

Office Squad Franchise, LLC	**FRANCHISEE:**_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

APPENDIX
GLOSSARY OF TERMS

AAA: Defined in Section 19.2.

Affiliate: A person or Business Entity which is united, attached, connected, or allied with, or is controlling or under common control with a party.

Agreement: This Franchise Agreement and any of its amendments.

Anti-Terrorism Laws: Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the 15.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the 15.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the 15.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any Governmental Authority (including without limitation, the United States Department of Treasury Area of Operations of Foreign Assets Control) addressing or in any way relating to terrorist acts and acts of war.

Approved Suppliers: The various companies with which we and / or our Affiliates have authorized to sell products or services to you (including Authorized Products or Services), or are contracted to do business with us and / or our Affiliates, and which may provide products to you through us and / or our Affiliates. We or our Affiliate(s) may also be an Approved Supplier.

Area of Operations: The area in which you may operate your Office, as identified in **Addendum 1**.

Authorized Offerings: Defined in Section 9.4.

Authorized Products: The specific products and items that are specified by us from time to time in the Manual, or as otherwise directed by us in writing, for sale by or to Offices, prepared, sold and/or manufactured in strict accordance with our standards and specifications.

Authorized Services: The specific services that are specified by us from time to time in the Manual, or as otherwise directed by us in writing, for sale by or to Offices, rendered or provided in strict accordance with our standards and specifications. Currently Authorized Services include business support, business management, accounting, bookkeeping, tax preparation, hosted or administrative services, phone answering, virtual offices, co-working spaces, and executive suites.

Brand Fund: The Brand Fund that we will establish with the contributions that we receive in accordance with Articles 6 and 8.

Brand Fund Contribution: Defined in Section 6.3.

Business Entity: A corporation, a general or limited partnership or a limited liability company.

Business Office: Defined in Section 3.1.

Commencement Deadline: Defined in Section 3.5.

Commercial Rules: Defined in Section 19.3.

Competitive Business: Any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) services that are the same as or similar to those provided by Offices

(including business support, business management, accounting, bookkeeping, tax preparation, hosted or administrative services, phone answering, virtual offices, co-working spaces, and executive suites) or in which Intellectual Property, Operational Data, or other Confidential Information could be used to the disadvantage of us, any of our Affiliates, or any Office or franchisee, other than a franchise operated under a franchise agreement with us.

Confidential Information: Our confidential and/or proprietary information including without limitation: sales and marketing methods and data; information regarding the System; operating and other business data; computer programs; trade secrets; the Intellectual Property; business plans; advertising and promotional methods; financial information and data; product information; information regarding current or prospective clients, other franchisees, agencies, and other related information; Operational Data; and the Manual. Confidential Information will not include information which was known to you and in actual commercial use by you or generally within the industry, in the manner and combination disclosed: (a) at or prior to the time you received it; or (b) at or prior to the Effective Date, whichever occurred first.

Computer System: Defined in Section 11.1.

Dispute: Any and all disagreements, controversies, or claims of any sort between you and us or our Affiliates arising out of, or in any way relating to, this Agreement, any of the parties' respective rights and obligations arising out of this Agreement, or the making, performance, breach, interpretation, or termination of this Agreement, including any claims based in tort.

Effective Date: The date we sign the Agreement, as indicated in our signature block.

Force Majeure: This includes war, riot, strikes, materials shortages, fires, floods, earthquakes, and other acts of God, or governmental action or force of law, but excluding a shortage of funds, which results in your or our inability to build, equip, or operate your Office or otherwise perform an obligation under this Agreement, and which the party responsible for performance could not by the exercise of due diligence have avoided.

General Manager: Defined in Section 9.1.

Gross Revenue: All consideration, whether by cash, credit, in kind, checks, gift certificates, scrip, coupons, services, property or other means of exchange, or otherwise, derived directly or indirectly from the operation of your Office, including the credit value given for all merchandise trades, and insurance proceeds and/or condemnation awards for loss of sales, profits or business; provided, however, that "Gross Revenue" does not include the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from clients, provided that the amount of any such tax is shown separately and, in fact, paid by you to the appropriate governmental authority.

Improvement(s): Defined in Section 9.14.

Indemnified Parties: Defined in Section 14.1.

Initial Fee: Defined in Section 6.1.

Initial Training Program: Defined in Section 10.1.

Intellectual Property: Inventions, discoveries, know-how, show-how, processes, methods, unique materials, copyrightable works, original data and other creative or artistic works that have value. Intellectual Property includes that which is protectable by statute or legislation, such as proprietary products, methods, procedures, patents, copyrights, trademarks, service marks and trade secrets, as well as the physical embodiments of intellectual effort, for example, models, machines, devices, designs, apparatus, instrumentation, circuits, computer programs and visualizations, biological materials, chemicals, other compositions of matters, and

records of research.

Interim Term: Defined in Section 0.

Legal Requirements: Any law, code, ordinance, order, rule or regulation (including Anti-Terrorism Laws), of any governmental entity, and any political or other subdivision of any governmental entity, and any agency, department, commission, board, bureau, court or instrumentality of any of them, which, at any time, has competent jurisdiction over you, us, or any part of your Office.

Liquidated Damages: Defined in Section 18.7.

Local Advertising Requirement: Defined in Section 8.7.

Manual: The primary source of information regarding the System and the construction and operation of Offices, which includes our operations and training manuals, and any other written directives related to the System, as they may be amended and revised by us from time to time, including all bulletins, supplements and ancillary and additional manuals and written directives established by us and given to you in any format.

Marks: Certain trade names, service marks, trademarks, logos, emblems, and other indicia of origin, including but not limited to the mark "TheOfficeSquad®" and such other trade names, service marks, trademarks, copyrights, insignia, emblems, slogans, logos, commercial symbols, signs, trade dress (including designs and specifications and the motif, decor, and color combinations for a Office), and all other visual identification, as are now designated, and may hereafter be designated by us, for use in connection with the System.

Mediation Procedures: Defined in Section 19.2.

National Accounts: means any (i) potential or existing commercial customer that has multiple sites, offices, or retail premises located within and outside of the Area of Operations; (ii) government agencies, branches or facilities (including the military); and (iii) any other customer whose presence is not confined to the Area of Operations.

Office: Defined in Recital C.

Operational Data: Defined in Section 11.2.

Outsourced Services Fee: Defined in Section 6.5.

Owner: Any person who owns any stock, units, membership, partnership or other ownership interest in you, directly or indirectly.

Payment Date: The day on which you must pay us the Royalty Fee, Brand Fund Contribution, and (if applicable) the Outsourced Services Fee for the previous Reporting Period, which day we may designate from time to time. As of the Effective Date, the Payment Date is the fifth calendar day of the month, or, if the fifth calendar day of the month falls on a weekend or holiday, then the next business day after that day. You must comply with a new Payment Date within 14 days after receiving written notice that the Payment Date has changed.

Reporting Period: A calendar month, or such other time period as we may designate from time to time in writing.

Royalty Fee: A fee paid by you to us at the times we designate in the Manual, in accordance with Article 6.

Technology Products: The the hosted cloud services and software applications that we own (or license) and

operate, which you must use in the operation of your Office.

Successor Franchise Agreement: Defined in Section 5.2.2.

Supplements: Defined in Section 9.8.

System: A uniform system for the establishment and operation of Offices, including uniform standards, specifications, and procedures for operations along with related computer software programs; procedures for quality control; the Marks, management programs, accounting methods, training and ongoing operational assistance; advertising and promotional techniques; personnel training; trade secrets; methods of marketing services providing business support and management through bookkeeping, hosted and administrative services, phone answering, executive suites, co-working space, virtual offices, as well as optional CPA and tax preparation services; as well as related items and services, prepared, conducted, given, purchased, or displayed in accordance with our methods; and other related benefits relating to the operation and promotion of Offices, all of which we may change, improve, and further developed from time to time.

Term: Defined in Section 5.1.

Transfer: Defined in Section 15.2.

We, us, or our: Defined in the Recitals to the Agreement.

You or your: Defined in the Recitals to the Agreement.

ADDENDUM 1

INFORMATION CONCERNING FRANCHISEE AND THE FRANCHISED BUSINESS

A. IDENTITY AND STRUCTURE OF FRANCHISEE

Franchisee's Name: _____

Entity type and jurisdiction of formation: _____

Date of entity formation: _____

Provide name and address of each Owner who owns a percentage of the legal entity, and show what percentage of stock, partnership interest, or membership interest is owned by each.

_____

_____

Address for Notices: _____

_____

Attention: _____

Email Address: _____

General Manager's Name (Section 9.1): _____

B. YOUR BUSINESS OFFICE AND AREA OF OPERATIONS (Sections 3.1 and 4.2) We and you have mutually agreed upon a Area of Operations based on the site for your Office which is indicated below. You acknowledge that the Area of Operations is in conformance with the Area of Operations guidelines stated in Item 12 of the Franchise Disclosure Document.

(1) Business Office for your Office: The Business Office for your Office, as provided in Section 3.1 of the Agreement, is:

_____

_____

(b) Area of Operations: The Area of Operations, as provided in Section 4.2 of the Agreement, is:

_____

_____

_____

By signing below, you acknowledge that the information above is true and correct. Use additional sheets if necessary. Any and all changes to the above information must be reported to us in writing.

Office Squad Franchise, LLC	FRANCHISEE
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

ADDENDUM 2
FRANCHISE OWNER AGREEMENT

This Franchise Owner Agreement (this "**Agreement**") is entered into by: (i) each of the undersigned Owners of Franchisee (defined below); and (ii) the spouse of each such Owner, in favor of Office Squad Franchise, LLC, and its successors and assigns ("us"), upon the terms and conditions set forth in this Agreement. Each signatory to this Agreement is referred to as "you."

1. **Acknowledgments.**

a. Franchise Agreement. Franchisee entered, or is entering, into a franchise agreement with effective as of _____, 20__ ("**Franchise Agreement**"). Capitalized words not defined in this Agreement will have the same meanings given to them in the Franchise Agreement.

b. Owners' Role. Owners are the beneficial Owners of all of the equity interest in Franchisee. Franchisee's obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee's Owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Agreement.

c. Your Access to Our Confidential Information. In your capacity as an Owner of Franchisee, or the spouse of an Owner of Franchisee, you may gain knowledge of our System, Confidential Information, and Intellectual Property (collectively, the "**Know-how**"). You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In addition, you understand that certain terms of the Franchise Agreement apply to "Owners" and not just Franchisee. You agree to comply with the terms of this Agreement in order to: (i) avoid damaging our System by engaging in unfair competition; and (ii) bind yourself to the terms of the Franchise Agreement applicable to Owners.

2. **System Protection Covenants**. In light of your above acknowledgements, you covenant and agree to the following:

a. Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than operating the TheOfficeSquad® Office operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you or your spouse are no longer an Owner of Franchisee, as applicable. You further agree that you will not use the Know-how for any purpose other than the development and operation of Franchisee's TheOfficeSquad® Office under the terms of the Franchise Agreement and Manual. You agree to assign to us or our designee, without charge, all rights to any Improvements developed by you, including the right to grant sublicenses. If any Legal Requirement precludes you from assigning ownership of any Improvement to us, then you covenant, promise and agree that you will perpetually license that Improvement to us free of charge, with full rights to use, commercialize, and sublicense the Improvement.

b. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are an Owner of Franchisee, or while your spouse is an Owner of Franchisee, as applicable, by engaging in any of the following (collectively, the "**Prohibited Activities**"): (i) owning, operating or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity) in a

Competitive Business (other than owning an interest of two percent (2%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our Affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our Affiliates or franchisees) to leave their position or (b) any client of ours (or of one of our Affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

c. Unfair Competition After Relationship. You agree that, for a period of three (3) years after the termination of the Franchise Agreement or any successor to it (the "**Restricted Period**") not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to clients who are located within fifteen (15) miles of: (a) Franchisee's Area of Operations; or (b) any other Office that is then operating (the "**Restricted Area of Operations**"). If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the Prohibited Activity (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach).

d. Immediate Family Members. You acknowledge that your disclosing Know-how to an immediate family member (i.e., parent, sibling, child, or grandchild) could potentially circumvent the purpose of this Agreement. You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

e. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE. Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic are, we may at any time unilaterally modify the terms of the system protection covenants in Section 2 of this Agreement upon written notice to you, by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Area of Operations and/or reducing the scope of any other covenant imposed upon you under Section 2 of this Agreement to ensure that the terms and covenants are enforceable under applicable law.

f. Breach. You agree that failure to comply with the covenants in this Section 3 will cause substantial and irreparable damage to us and/or other TheOfficeSquad® franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, you and we agree that the amount of the bond will not exceed $1,000. None of the remedies available to us under this Section are exclusive of any other, but may be

combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

3. Transfer Restrictions. If you are an Owner of Franchisee, you acknowledge that we must approve all persons who hold a direct or indirect Ownership interest in Franchisee. Accordingly, you agree that you will not, directly or indirectly or by operation of law, sell, assign, mortgage, pledge or in any manner transfer any direct or indirect Ownership interest in Franchisee except in accordance with the terms and conditions set forth in Article 15 of the Franchise Agreement. You acknowledge and agree that any attempted Transfer of an interest in Franchisee requiring our consent under the Franchise Agreement for which our express written consent is not first obtained will be a material breach of this Agreement and the Franchise Agreement.

4. Personal Guarantee. In order to secure Franchisee's financial obligations under the Franchise Agreement and all ancillary agreements executed by Franchisee in connection with the Franchise Agreement, including, but not limited to, any agreement for the purchase of goods or services from us or an Affiliate of ours and any promissory note related to payments owed to us (collectively, the "**Secured Agreements**"), you agree to personally guarantee all of Franchisee's financial obligations under the Secured Agreements.

a. Payment. Each of you, jointly and severally, personally and unconditionally: (a) guarantee to us and our successor and assigns, that Franchisee will punctually fulfill all of its payment and other financial obligations under the Secured Agreements; and (b) agree to be personally bound by, and personally liable for, each and every monetary provision in the Secured Agreements.

b. Waiver of Notice. You waive: (1) acceptance and notice of acceptance by us of the foregoing undertakings; (2) notice of demand for payment of any indebtedness guaranteed; (3) protest and notice of default to any party with respect to the indebtedness guaranteed; (4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed.

c. Liability is Joint and Several. You agree that: (1) your direct and immediate liability under this guarantee will be joint and several with Franchisee and all other persons who sign this Agreement; (2) you will render any payment required under the Secured Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) your liability will not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person; and (4) liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this guarantee, which will be continuing and irrevocable during the term of each of the Secured Agreements and following the termination, expiration or transfer of each of the Secured Agreements to the extent any financial obligations under any such Secured Agreements survive such termination, expiration or transfer.

d. Bankruptcy Filing. This guarantee will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Secured Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement will be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

e. Indemnification. You agree to indemnify, defend and hold harmless us, all of our Affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and

from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

f. No Exhaustion of Remedies. You acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

g. Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations that exist under this Agreement or the Franchise Agreemeent at the time of death; and the obligations of any other Owners will continue in full force and effect.

5. Dispute Resolution. Any dispute between the parties relating to this Agreement must be brought in accordance with the dispute resolution procedures stated in the Franchise Agreement. Notwithstanding the foregoing, if any of the dispute resolution procedures stated in the Franchise Agreement conflict with any of the terms of this Agreement, the terms of this Agreement will prevail. You acknowledge and agree that a breach of this Agreement by you will constitute a material event of default under the Franchise Agreement, permitting us to terminate the Franchise Agreement in accordance with its terms.

6. Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce your obligations under this Agreement. You acknowledge and agree that there is no adequate remedy at law for your failure to fully comply with the requirements of this Agreement. You further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper.

7. Miscellaneous.

a. Attorney Fees. If either party hires an attorney or files suit against the other party in relating to an alleging a breach of this Agreement, the losing party agrees to pay the prevailing party's reasonable attorneys' fees and costs incurred in connection with such breach.

b. Defenses. Any claim, defense or cause of action that you may have against us, our Affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

c. Severability. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it will not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

d. Notice. You agree that we may deliver to you any notice or other communication contemplated by this Agreement in the same manner and to the same address listed in the notice provisions of the Franchise Agreement and any such delivery will be deemed effective for purposes of this Agreement. You may change the address to which notices must be sent by sending us a written

notice requesting such change, which notice must be delivered in the manner and to the address listed in the Franchise Agreement.

e. No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors and assigns and our Affiliates) any rights or remedies under or by reason of this Agreement.

f. Construction. No provision of this Agreement will be interpreted in favor of or against either party merely because of that party's role in the preparation of this Agreement, or because of the nature or type of this Agreement. All references to gender and number will be construed to include such other gender and number as the context may require. All captions in this Agreement are intended solely for the convenience of the parties and none will be deemed to affect the meaning or construction of any provision of this Agreement.

g. Binding Effect. This Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

IN WITNESS WHEREOF, each of **Owner** or **spouse of an Owner** has executed this Agreement as of the date or dates set forth below.

(Add additional pages and signature lines, if necessary for each Owner or spouse of an Owner)

By: _____ Address: _____

_____

Name: _____ Telephone: _____

By: _____ Address: _____

_____

Name: _____ Telephone: _____

By: _____ Address: _____

_____

Name: _____ Telephone: _____

By: _____ Address: _____

_____

Name: _____ Telephone: _____

ADDENDUM 3
Electronic Funds Transfer Authorization

ELECTRONIC FUNDS TRANSFER AUTHORIZATION

BY AND BETWEEN OFFICE SQUAD FRANCHISE, LLC
AND _____ ("DEPOSITOR")
EFT AUTHORIZATION AGREEMENT (DIRECT DEBITS)

The undersigned depositor ("Depositor") hereby authorizes Office Squad Franchise, LLC ("Company") to initiate debit entries and/or credit correction entries to the undersigned's checking and/or savings account(s) indicated below and the depository designated below ("Depository") to debit such account pursuant to Company's instructions:

_____ _____
Depository Branch

_____ _____
Address City, State, Zip Code

_____ _____
Bank Transit/ABA Number Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Company and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity on which to act. If an erroneous debit entry is initiated to Depositor's account, Depositor will have the right to have the amount of such entry credited to such account by Depository, if (a) within fifteen (15) calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or (b) forty-five (45) days after posting, whichever occurs first, Depositor will have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

DEPOSITOR:

By: _____

Print Name: _____

Its: _____

Date: _____

Office Squad Franchise, LLC

EXHIBIT C

Financial Statements

OFFICE SQUAD FRANCHISE, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

V|H VELEZ◆HARDY
CPAs and Advisors

OFFICE SQUAD FRANCHISE, LLC
FINANCIAL STATEMENTS
DECEMBER 31, 2023 AND 2022

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Statements of Income and Member's Deficit 4

Statements of Cash Flows 5

Notes to the Financial Statements 6-7

Independent Auditor's Report

To the Member
Office Squad Franchise, LLC

Opinion
We have audited the accompanying financial statements of Office Squad Franchise, LLC, which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income and member's 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 present fairly, in all material respects, the financial position of Office Squad Franchise, LLC as of December 31, 2023 and 2022, and the results of its operations and its 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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Office Squad Franchise, 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 Office Squad Franchise, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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

Velez & Hardy

March 13, 2024
Las Vegas, NV

OFFICE SQUAD FRANCHISE, LLC
BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

	2023	2022
ASSETS		
Current Assets:		
Cash	$ 249	$ 788
Total Assets	$ 249	$ 788
LIABILITIES AND MEMBER'S DEFICIT		
Current Liabilities:		
Accounts payable	$ 583	$ -
Due to related party, net	85,861	68,603
Total Liabilities	86,444	68,603
Member's Deficit	(86,195)	(67,815)
Total Liabilities and Member's Deficit	$ 249	$ 788

See accompanying notes to the financial statements.

OFFICE SQUAD FRANCHISE, LLC
STATEMENTS OF INCOME AND MEMBER'S DEFICIT
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Revenue	$ -	$ -
Operating Expenses:		
Advertising	7,645	41,751
Legal and professional fees	8,557	16,056
Office expense and other	100	20
Salaries, wages and related	-	6,000
Travel, meals and entertainment	2,078	-
Total operating expenses	18,380	63,827
Net Loss	(18,380)	(63,827)
Member's Deficit, Beginning of Year	(67,815)	(1,488)
Member distributions	-	(2,500)
Member's Deficit, End of Year	$ (86,195)	$ (67,815)

See accompanying notes to the financial statements.

OFFICE SQUAD FRANCHISE, LLC
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Cash Flows From Operating Activities:		
Net loss	$ (18,380)	$ (63,827)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:		
Changes in:		
Increase (decrease) in accounts payable	583	-
Increase (decrease) in due to related party	17,258	67,103
Net cash provided by (used in) operating activities	(539)	3,276
Cash Flows From Financing Activities:		
Member distributions	-	(2,500)
Net cash used in financing activities	-	(2,500)
Net Change in Cash	(539)	776
Cash, Beginning of Year	788	12
Cash, End of Year	$ 249	$ 788

See accompanying notes to the financial statements.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Nature of the Business

The Company was organized on July 4, 2012 as a limited liability company under the laws of the state of Nevada. The principal activity of the Company is the sale of franchises that provide bookkeeping, hosted and administrative services, phone answering, executive suites, co-working space, virtual offices, and optional CPA and tax preparation services, under the name "The Office Squad".

Basis of Presentation

The financial statements are prepared on the accrual basis of accounting, which recognizes income when earned and expenses when incurred.

Use of Estimates in Preparation of Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("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 revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments available for current use with original maturity of three months or less to be cash equivalents.

Advertising Costs

Advertising costs are expensed as incurred.

Revenue

The Company has adopted ASC 606, Revenue from Contracts with Customers.

The Company executes franchise agreements for each franchise which set out the terms of the agreement with the franchisee. Franchise agreements typically require the franchisee to pay an initial, non-refundable fee and continuing fees.

Initial franchise fees are recognized as revenue over the life of the agreement. Continuing fees are recognized monthly, as they are earned.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

As a limited liability company, the Company's taxable income or loss is allocated to the member. Therefore, no provision or liability for federal income taxes has been included in the accompanying financial statements.

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

As of December 31, 2023, the tax years that remain subject to potential examination by taxing authorities begin with the year ended December 31, 2020.

NOTE 2 – RELATED PARTY TRANSACTIONS

DidaVA.com, LLC and TheOfficeSquad Henderson, LLC are related to the Company through common ownership. From time to time the Company and the related parties loan money to each other. As of December 31, 2023 and 2022, the Company had outstanding loan balances due to DidaVA.com, LLC of $169,061 and $155,103 and loan balances due from TheOfficeSquad Henderson, LLC of $83,200 and $86,500, respectively. These loan balances are due on demand and bear no interest.

NOTE 3 – MANAGEMENT'S REVIEW OF SUBSEQUENT EVENTS

Management has evaluated subsequent events through March 13, 2024, the date on which the financial statements were available to be issued. No other events were identified that required adjustment or disclosure in the financial statements.

Office Squad Franchise, LLC

EXHIBIT D

Manual Table of Contents

Manual Table of Contents

Manual Section	Number of Pages
Preface & Introduction	35
Establishing My Franchise Business	37
Personnel	48
Administrative Procedures	25
Daily Procedures	61
Selling & Marketing	22
Total Number of Pages	**228**

Office Squad Franchise, LLC

EXHIBIT E

Form of General Release

GENERAL RELEASE

As a condition to Office Squad Franchise, LLC's ("Franchisor") consent to **[grant a Successor Franchise Agreement to] [the proposed transfer of the Franchise Agreement]** by **[name of franchisee]** ("Franchisee") under the Franchise Agreement dated _____**[date of Franchise Agreement]**, the undersigned, and each of their respective corporate parents, subsidiaries, Affiliates, successors in interest, heirs and assigns, and each of their respective owners, Managers, directors, officers, agents, servants, and employees, as applicable, whether specifically mentioned herein or not, do hereby release, acquit and forever discharge Franchisor and its respective parents, subsidiaries, Affiliates, and successors in interest, and each of their respective directors, officers, agents, servants, employees, whether specifically mentioned herein or not, of and from any and all liability, actions, causes of action, Claims, debts, demands, damages and liabilities to person(s) or property, costs, expenses and compensation of every nature, kind and character whatsoever, whether known or unknown, foreseen or unforeseen, direct, indirect, contingent or actual, liquidated or unliquidated, whether statutory, contract, or in tort on account of or in any way connected with or related to Franchisor's, or Franchisor's Affiliate's, offer, sale, grant of, construction, subleasing, operation of, assistance with operation of, or development of franchises or franchise rights in any and all franchise locations awarded at any time to the undersigned and from the inception of any contact with Franchisor to the date of this Release. It is the express intention of the undersigned that this Release be as broad as permitted by law.

Undersigned represents and warrants that execution hereof is free and voluntary; that no inducements, threats, representations, or influences of any kind were made or exerted by or on behalf of Franchisor; and that, prior to the execution hereof, undersigned was given the opportunity, if desired, to consult with counsel. This Release shall be binding upon the undersigned, their heirs, successors and legal representatives. Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require. This Release may not be changed orally.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, EACH OF ITS PRINCIPALS AND OWNERS / MANAGERS / SHAREHOLDERS AND A DULY AUTHORIZED OFFICER MUST EXECUTE THIS RELEASE (Attach Additional Sheets if Necessary).

By: _____

Name: _____

By: _____

Name: _____

Office Squad Franchise, LLC

EXHIBIT F

State-Specific Addendum to Franchise Disclosure Document and Agreements

EXHIBIT F

STATE-SPECIFIC ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the Franchise Disclosure Document by Office Squad Franchise, LLC ("Franchisor," "we," "us," or "our") and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between Franchisor and you ("you," "you," or "your" dated _____, 20___.

The provisions of this State Law Addendum to Franchise Disclosure Document and Franchise Agreement ("**State Addendum**") apply only to those persons residing or operating Offices in the following states:

FOR THE STATE OF CALIFORNIA:

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

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

The Franchise Disclosure Document is hereby amended as follows:

The franchisor, any person or franchise broker in Item 2 of the FDD is not 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 clientship in such association or exchange.

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

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

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

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

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.

You must sign a general release of claims if you renew or transfer your franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 Voids a

waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Item 6 of the Franchise Disclosure Document and Sections 6.8 and 12.3 of the Franchise Agreement are amended to state that the highest interest allowed by law in California for late payments is 10% annually.

The Franchise Agreement is hereby amended as follows:

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of California:

1. 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 act.

2. California Business and Professions Code 20000 through 20043 provide rights to a franchisee 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.

For the purposes of Cal. Bus. & Prof. Code Section 20022, the parties agree as follows:

The parties agree that they will use the declining-balance depreciation method to calculate the value of Franchisee's inventory, supplies, equipment, fixtures, and furnishings (the "Assets") for the purposes of a purchase by us under Section 20022. The purchase price by us for the Assets will not include the cost of removal and transportation of those assets, which will be your responsibility.

The parties agree that for the purposes of Section 20022, you are not able to provide to us "clear title and possession" to your Assets if those Assets are subject to liens or encumbrances including: a) purchase money security interest; b) blanket security interest; c) right of first refusal; d) lien by franchisee's landlord; or e) tax lien.

The parties agree that for the purposes of Section 20022(h), our right of offset will include the following amounts owed by you to us or our Affiliates: a) Royalty Fees; b) Brand Fund Fees; c) Liquidated Damages; d) Transfer Fees; and e) any other type of fee owed by you to us or our Affiliates.

For the purposes of Cal. Bus. & Prof. Code Section 20035, the parties agree as follows:

"Fair market value of the franchise assets" means the value of your Assets, valued according to the declining-balance method of depreciation. The purchase price by us for the Assets will not include the cost of removal and transportation of those assets, which will be your responsibility.

"Fair market value of the franchised business" means the "fair market value of the franchise assets" as defined above, plus goodwill. The parties agree that the value of goodwill is the amount of Royalty Fees paid by you to us within the 12-month period immediately before our termination or failure to renew you in violation of the California Franchise Relations Act.

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.

FOR THE STATE OF CONNECTICUT:

The following statement is added to the cover page of the Franchise Disclosure Document:

> **The State of Connecticut does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the state. If you have any questions about this investment, see an attorney before you sign a contract or agreement.**

The following statement is added to Item 3 of the Franchise Disclosure Document:

> There are no pending or completed actions against us relating to Securities Laws; Business Opportunity Laws; Actions Brought by Present or Former Purchaser-Investors Involving Franchise; or Business Opportunity Relationships that are required to be disclosed in this Disclosure Document.

The FDD, Franchise Agreement are hereby modified to state that, if we require you to purchase products, equipment or supplies from us but fail to provide those products, equipment or supplies or fails to render the services necessary to begin substantial operation of the business within 45 days of the required opening date stated in your contract, you may notify us in writing and demand that the contract be canceled.

FOR THE STATE OF HAWAII:

The following is added to the Cover Page:

THIS FRANCHISE WILL BE/HAS 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 YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE 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 US AND YOU.

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.

FOR THE STATE OF ILLINOIS:

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The Franchise Disclosure Document and Franchise Agreement are amended accordingly.

The governing law or choice of law clause described in the Franchise Disclosure Document and contained in the Franchise Agreement may not be enforceable under Illinois law. This governing law clause shall not be construed to negate the application of the Illinois Franchise Disclosure Act in all situations to which it is applicable. Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void."

To the extent that the Franchise Agreement would otherwise violate Illinois law, the agreements are amended by providing that all litigation by or between you and us, arising directly or indirectly from the franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

17(v), Choice of Forum, of the Franchise Disclosure Document is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

17(w), Choice of Law, of the Franchise Disclosure Document is revised to include the following: "provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act".

The termination and non-renewal provisions in the Franchise Disclosure Document and Franchise Agreement may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of 3 years after the act or transaction constituting the violation upon which it is based, the expiration of 1 year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement are inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede those provisions.

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.

FOR THE STATE OF INDIANA:

Item 8 of the Franchise Disclosure Document is amended to add the following:

> Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the Franchise Disclosure Document is amended to add the following:

> 17(e) is amended subject to Indiana Code 23-2-2.7-1(7), which makes it unlawful for us to unilaterally terminate your franchise agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.
>
> 17(m) is amended subject to Indiana Code 23-2-2.7-1(5), which prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.
>
> 17(r) is amended subject to Indiana Code 23-2-2.7-1(9) to provide that the post-term non-competition covenant will have a geographical limitation of the Area of Operations granted to you.
>
> 17(v) is amended to provide that you will be permitted to begin litigation in Indiana for a cause of action under Indiana law.
>
> 17 (w) is amended to provide that if there is a conflict of law, Indiana Law governs any cause of action which arises under the Indiana Disclosure Law or Indiana Deceptive Franchise Practices Act.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Indiana:

> 1. The laws of the State of Indiana supersede any provisions of the Franchise Disclosure Document, the Franchise Agreement, or California law, if such provisions are in conflict with Indiana law.
>
> 2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Agreement to the extent the Agreement may be inconsistent with such prohibition.
>
> 3. Any provision in the Franchise Agreement which would require you to prospectively assent to a release, or, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
>
> 4. The Franchise Agreement will be modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
>
> 5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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.

FOR THE STATE OF IOWA

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Jarita Clifton, Office Squad Franchise, LLC, 10501 W. Gowan Rd. Suite 260, Las Vegas, NV 89129, Phone: 702-649-3495, or email: franchise@TheOfficeSquad.com, not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: _____

By: _____

Print Name: _____

Its: _____

Date: _____

FOR THE STATE OF MARYLAND

Pursuant to COMAR 02.02.0.8.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability arising under the Maryland Franchise Registration and Disclosure Law. 17(c) and 17(m) of the Franchise Disclosure Document and sections of the Franchise Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment, shall not apply to liability under the Maryland Franchise Registration and Disclosure Law and those documents are hereby amended consistent with Maryland law.

The Compliance Statement (Exhibit H to the Franchise Disclosure Document) is hereby amended by stating that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of any liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

17(v) of the Franchise Disclosure Document and Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration & 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.

Section 17(w) of the Franchise Disclosure Document is hereby amended to the extent required under the Maryland Franchise Registration and Disclosure Laws.

The Franchise Agreement provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A Sec. 101 *et seq.*).

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.

FOR THE STATE OF MICHIGAN

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, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

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, the provisions are void and cannot be enforced against you:

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

A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This will not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause will 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 of the failure and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

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 our intent not to renew the franchise.

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 section does not require a renewal provision.

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

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 will include, but is not limited to:

(i) The failure of the proposed transferee to meet our 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.

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 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)

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 does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
Consumer Protection Division
Attn: Franchise
670 Law Building
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

FOR THE STATE OF MINNESOTA:

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement that would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.

2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the Franchise Disclosure Document or 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 Minnesota.

3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any Agreement relating to franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Agreement relating to arbitration.

4. With respect to franchises governed by Minnesota law, we will comply with Minnesota Statute Section 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 non-renewal of the Agreement; and that consent to the transfer of the franchise will not be unreasonably withheld.

5. Item 13 of the FDD is hereby amended to state that we will protect your rights under this Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Agreement and our System standards. Notwithstanding anything to the contrary in the Franchise Agreement, we will protect your rights under this Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.

6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the provisions of the Franchise Agreement that require you to sign a general release prior to renewing or transferring your franchise are hereby deleted from the Franchise Agreement.

7. The following language will be added to the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.

9. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three years after the cause of action accrues.

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.

FOR THE STATE OF NEW YORK:

The following is added to the Risk Factors on the cover page:

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE PROSPECTUS. 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 PROSPECTUS.

Item 3 of the Franchise Disclosure Document is modified to read as follows:

Other than as stated in Item 3, neither Office Squad Franchise, LLC, its predecessor, a person identified in Item 2, or an affiliate offering franchises under Office Squad Franchise, LLC's principal trademark has an administrative, criminal or civil action pending against it alleging a fraudulent conversion, misappropriation of property; unfair or deceptive practices or comparable civil or misdemeanor allegations. Other than as stated in Item 3, neither Office Squad Franchise, LLC, its predecessor, a person identified in Item 2, or an affiliate offering franchises under 's principal trademark has been convicted of a felony or pleaded nolo contendere to a felony charge or within the ten-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 a violation of a franchise, antifraud or securities law; fraud, embezzlement fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations.

Other than as stated in Item 3, neither Office Squad Franchise, LLC, its predecessor, a person identified in Item 2, or an affiliate offering franchises under 's principal trademark 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 clientship in such association or exchange; or is subject to a currently effective injunction or restrictive order relating to any business activity as a result of an action brought by a public agency or department, including without limitation, an action affecting a license as a real estate broker or sales agent.

Item 4 of the Franchise Disclosure Document is modified to read as follows:

Other than as stated in Item 3, neither Office Squad Franchise, LLC, its affiliate, its predecessor, officers or general partner during the ten (10) year period immediately before the date of the Franchise Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the U.S. Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the Franchisor held this position in the company or partnership.

The following sentence is added to the end of the first paragraph of Item 5 of the Franchise Disclosure Document:

We may use the proceeds from your payment of the initial franchise fee to defray our costs and expenses for providing training and assistance to you; for commission payments to brokers involved in the sale of a franchise to you; for general working capital purposes; and for other expenses.

The first paragraph of Item 17 of the Franchise Disclosure Document is modified to read as follows:

THESE TABLES LIST CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

Item 17(w) of the Franchise Disclosure Document is revised to read as follows:

The foregoing choice of law should not be considered a waiver of any right conferred upon either the Franchisor or upon you by the General Business Law (GBL) of the State of New York, Article 33. This language has been included in this Franchise Disclosure Document as a condition of registration. The Franchisor and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement including all choice of law provisions, are fully enforceable. The Franchisor and you intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law provisions and other dispute resolution provisions.

The following provisions shall be added to the Franchise Agreement:

Notwithstanding the choice-of-law provisions in the Franchise Agreement, all rights enjoyed by the Franchisee and any causes of action arising in the Franchisee's favor from the provisions of Article 33 of the GBL of the

State of New York and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provision of GBL 687.4 and 687.5 be satisfied.

The new section is added to the Franchise Agreement as follows:

Notwithstanding Section 14.1 of the Franchise Agreement, you shall not be required to indemnify us for any liabilities which arose as a result of our breach of this Agreement or other civil wrongs committed by us.

Notwithstanding the choice-of-law provisions in the Franchise Agreement, it shall not be considered a waiver of any right conferred upon Franchisee by the provisions of Article 33 of the New York State General Business Law.

FRANCHISOR REPRESENTS THAT IT HAS NOT KNOWINGLY OMITTED FROM THE FRANCHISE DISCLOSURE DOCUMENT ANY MATERIAL FACT, NOR DOES THE FRANCHISE DISCLOSURE DOCUMENT CONTAIN ANY UNTRUE STATEMENT OF A MATERIAL FACT.

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.

FOR THE STATE OF NORTH CAROLINA:

DISCLOSURES REQUIRED BY NORTH CAROLINA LAW

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

If the seller fails to deliver the product(s), equipment or supplies necessary to begin substantial operation of the business within 45 days of the delivery date stated in your contract, you may notify the seller in writing and demand that the contract be cancelled.

FOR THE STATE OF NORTH DAKOTA:

Sections of the Franchise Disclosure Document, Franchise Agreement requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

The Franchise Agreement and Confidentiality / Non-Competition Agreement contain a covenant not to compete which may not be enforceable under North Dakota law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Sections of the Franchise Disclosure Document and Franchise Agreement requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

Section of the Franchise Disclosure Document and Franchise Agreement requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.

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.

FOR THE STATE OF OHIO:

The following language will be added to the Franchise Agreement:

> You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

NOTICE OF CANCELLATION

_____ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Jarita Clifton, Office Squad Franchise, LLC, 10501 W. Gowan Rd. Suite 260, Las Vegas, NV 89129, Phone: 702-649-3495, or email: franchise@TheOfficeSquad.com, not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

you: _____

By: _____

Print Name: _____

Its: _____

Date: _____

FOR THE STATE OF RHODE ISLAND:

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The Franchise Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

The above language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and you do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all choice of law provisions, are fully enforceable. The Franchisor and you intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice-of-law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

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.

FOR THE STATE OF VIRGINIA:

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 17(h) of the Disclosure Document. Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise 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 the laws of Virginia, that provision may not be enforceable.

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.

FOR THE STATE OF WASHINGTON:

Arbitration shall take place in the state of Washington, but only if "in-state" arbitration is a valid requirement of the Washington Franchise Investment Protection Act. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

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 Franchisor's reasonable estimated or actual costs in effecting a transfer.

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.

FOR THE STATE OF WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document and Franchise Agreement are amended accordingly.

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.

[Signature Page Follows]

ACKNOWLEDGMENT:

It is agreed that the applicable foregoing State-Specific Addendum, if any, supersedes any inconsistent portion of the Franchise Agreement dated the _____ day of _____, 20___, and of the Franchise Disclosure Document, but only to the extent they are then valid requirements of an applicable and enforceable state law, and for only so long as such state law remains in effect, and the parties further acknowledge and agree that this State-Specific Addendum is applicable only to those persons specifically subject to the protections of the state laws referenced in this State-Specific Addendum.

IN WITNESS WHEREOF, the parties hereto have duly executed this State Law Addendum as of the Effective Date of the Franchise Agreement between the parties.

Office Squad Franchise, LLC	you: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Office Squad Franchise, LLC

EXHIBIT G

Compliance Questionnaire

EXHIBIT G

COMPLIANCE QUESTIONNAIRE

As you know, TheOfficeSquad, LLC and you are preparing to enter into a Franchise Agreement (as applicable to you, the "Agreement"). In this questionnaire, TheOfficeSquad, LLC will be referred to as "we" or "us." The purpose of this questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be inaccurate. Please review each of the following questions carefully and provide honest and complete responses to each question. If the answer you give calls for a written explanation and there is not enough room in the space we provide on this questionnaire to give a complete written explanation, please attach additional pages as necessary. **Please answer "Yes" or "No" to each question.**

We will not ask you to complete the Compliance Questionnaire, and we will disregard any answers from you, if you live or plan to operate your franchise in the states of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin.

Question	Answer by writing "YES" or "NO"
1. Have you received, studied and reviewed carefully the Franchise Disclosure Document and Agreement(s)?	_____
2. Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?	_____
3. Do you understand all of the information contained in the Agreement(s) and each Addendum, schedule, or exhibit attached to it or them?	_____
4. Do you understand all of the information contained in the Franchise Disclosure Document and each addendum or exhibit attached to it?	_____

If your answer to questions 2 or 3 is "no," please explain your answer here:

_____
_____
_____

5. Have you discussed with an attorney, accountant, or other professional advisor the benefits and risks of establishing and operating a business as a TheOfficeSquad® franchise, or have you made the decision not to consult with one?	_____
6. Have any of our employees or any other persons speaking on our behalf made any statement, promise or agreement concerning the likelihood of success that you should or might expect to achieve from operating a TheOfficeSquad® franchise?	_____

If you answered "yes" to question 5, please tell us the statement, promise, or agreement made by our employee or person speaking on our behalf:

_____
_____
_____

Question	Answer by writing "YES" or "NO"
7. Has any employee or other person speaking on our behalf made any statement or promise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?	_____
8. Have any of our employees or any other persons speaking on our behalf made any statement, agreement or promise to you concerning the advertising, marketing, training, support, service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the FDD?	_____
9. Have any of our employees or any other persons speaking on our behalf made any statement, agreement or promise to you concerning the costs you may incur in operating a TheOfficeSquad® franchise that is contrary to, or different from, the information contained in the FDD?	_____
10. Have we or any of our employees or any other persons speaking on our behalf made any oral, written, visual or other promises, agreements, commitments, representation, understandings, "side agreements" or otherwise that expand upon or are inconsistent with FDD or the Agreement(s), or any attached written addendum signed by you and an officer of ours?	_____

If you answered "yes" to questions 6, 7, 8, or 9, please tell us the statement, promise, or agreement made by our employees that differs from the information contained in the FDD:

_____
_____
_____

11. Do you understand that the success or failure of your business will depend in large part upon your skills and experience, your business acumen, the hours you will work, your location, the local market for TheOfficeSquad® products and services, interest rates, the economy, inflation, the prevailing wage rate, competition, and other economic and business factors? Further, do you understand that the economic and business factors that exist at the time you open your business may change?	_____
12. Do you understand that there may be national, regional, state, or local laws or regulations applying to the operation of a TheOfficeSquad® franchise (either specifically or generally), and that, as a franchisee, you are fully responsible as an independent business owner for learning about and complying with these laws?	_____
13. Do you understand that any training, support, guidance or tools we provide to you as part of the franchise are for the purpose of protecting TheOfficeSquad brand and trademarks and to assist you in the operation of your 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 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?	_____

If you answered "yes" to questions 10, 11, or 12, please explain your answer:

_____

Question	Answer by writing "YES" or "NO"
14. Have we or any of our employees or any other persons speaking on our behalf made any statements to you regarding the financial condition of our parent company or any of our affiliated companies?	

Which of our representatives have you met with?

_____

_____

By signing below, you are acknowledging that you understand that your answers are important and that we will rely on them, and that you have responded truthfully to the above questions.

NOTE: IF THE RECIPIENT IS A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, EACH OF ITS PRINCIPALS MUST EXECUTE THIS ACKNOWLEDGMENT (Make Additional Copies if Necessary).

By: _____ Address: _____

_____

Name: _____ Telephone: _____

By: _____ Address: _____

_____

Name: _____ Telephone: _____

Office Squad Franchise, LLC

EXHIBIT H

Confidentiality Agreement

EXHIBIT H

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("**Agreement**") is made and entered into this _____ day of _____, 20___, between ("**you**"); and _____ ("**Franchisee**").

RECITALS

A. Franchisee has entered into a franchise agreement with Office Squad Franchise, LLC ("**TheOfficeSquad**").

B. You are an General Manager, officer, director, or an entity affiliated with, or providing products or services to Franchisee.

C. As a result of Franchisee's relationship with you, you will have access to certain confidential and proprietary information of TheOfficeSquad.

NOW, THEREFORE, in consideration of the foregoing and in order to induce TheOfficeSquad to enter into, or to continue, a relationship with you, the parties hereby agree as follows:

1. TheOfficeSquad Is Third Party Beneficiary. You and Franchisee acknowledge and agree that this Agreement is made for their mutual benefit and for the benefit and protection of TheOfficeSquad, which is an intended third-party beneficiary of this Agreement with rights to enforce the remedies provided herein.

2. Confidential Information. It is understood that as a result of your position or relationship with Franchisee, you will be afforded access to confidential and/or proprietary information of TheOfficeSquad. In consideration of TheOfficeSquad's agreement to enter into and continue its business relationship with Franchisee and to continue to make available to you and Franchisee information, including confidential and/or proprietary information, relating to TheOfficeSquad and its business and operations, you agree not to disclose, furnish, divulge, communicate, or otherwise directly or indirectly use any of the confidential and/or proprietary information of TheOfficeSquad (including without limitation sales and marketing methods and data, operating and other business data, computer programs, trade secrets, business plans, advertising and promotional methods, financial information and data, product information, information regarding current or prospective clients and clients, other franchisees, agencies, Suppliers, and other related information) (hereinafter, "**Confidential Information**"), other than strictly incidental to, and solely in furtherance and within the scope of, your relationship with TheOfficeSquad and your employment or business relationship with Franchisee, which obligation applies at all times during and following your employment or relationship with Franchisee, regardless of the manner in which such employment or relationship ends or the reason for it ending. "Confidential Information" shall not include information which: (a) at or prior to the time of receipt was in the public domain; (b) at or prior to the time of receipt by you or the signing of the Franchise Agreement, whichever occurred first, was known to you and in actual commercial use by you or generally within the industry, in the manner and combination disclosed; or (c) is subsequently received by you or Franchisee from an independent third party not in breach of any duty of nondisclosure, secrecy, nonuse or similar duty, but only to the extent and in the form, manner and combination so disclosed.

You agree not to make any copies of, reproductions of, or extracts of any Confidential Information of TheOfficeSquad except strictly incidental to, and solely in furtherance and within the scope of, your relationship with TheOfficeSquad and your employment or business relationship with Franchisee. Upon termination of the Franchise Agreement (or of Franchisee's relationship with you, as the case may be), for any reason, you must return all lists, printouts, memoranda, reports, surveys, studies, notes, letters and all other documents then in your possession or under your control containing or relating to any Confidential Information, whether in paper, digital, or other form or medium, without retaining any copies or reproductions thereof in any form.

If you receive a subpoena or any other form of legal process seeking to compel the production of any Confidential Information, you will immediately provide Franchisee and TheOfficeSquad with written notice of the receipt of such subpoena or process and a copy thereof, and will cooperate with Franchisee and TheOfficeSquad in any action they

take to oppose the production of Confidential Information or to obtain a protective order. Written notice to TheOfficeSquad shall be given to its President.

3. **Non-solicitation**. While you are employed by or associated with Franchisee, and for two (2) years after your employment or relationship ends, you must not, without prior written permission of TheOfficeSquad, directly or indirectly:

(a) Employ or attempt to employ any person who at that time is employed, or within the prior six months has been employed by TheOfficeSquad, Franchisee, or any affiliate of either of them.

(b) Induce or attempt to induce any person to leave employment with TheOfficeSquad, Franchisee, or any affiliate of either of them, or any other franchisee of TheOfficeSquad.

(c) Solicit or attempt to solicit any clients or clients for whom you provided services while you were employed by or affiliated with Franchisee.

4. **Breach of Agreement**. You acknowledge and agree that your violation or breach of the "disclosure of Confidential Information," or the "Non-solicitation" provisions, as provided by this Agreement, will cause irreparable injury to TheOfficeSquad for which there is no adequate remedy at law. Accordingly, you agree that in the event of any breach or violation of this Agreement, TheOfficeSquad and/or Franchisee will be entitled to enforce this Agreement by injunctive and any other equitable relief in any court of competent jurisdiction. Such relief will be in addition to other remedies available at law, including without limitation, recovery of damages. You agree to comply with a judgment forbidding you from violating these provisions in the event there is a finding of breach. In addition, TheOfficeSquad will be entitled to recover and obtain from you all costs including, without limitation, reasonable attorneys' fees associated with any legal action arising out of your breach of any of the provisions of this Agreement.

If any phrase, clause or provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such phrase, clause or provision shall be deemed severed from this Agreement, but will not affect any other provisions of this Agreement, all of which will otherwise remain in full force and effect.

You acknowledge and agree that the restrictions set forth herein are reasonable, in terms of scope, duration, geographic area, and otherwise that the protections afforded to TheOfficeSquad hereunder are necessary to protect its legitimate business interests.

5. **Choice of Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state in which Franchisee's business is located, without respect to its conflict of laws principles.

Office Squad Franchise, LLC	You: _____
By: _____	By: _____
Print Name: _____	Print Name: _____
Its: _____	Its: _____
Date: _____	Date: _____

Office Squad Franchise, LLC

EXHIBIT I

Franchise Relationship Acknowledgement

EXHIBIT I

FRANCHISE RELATIONSHIP ACKNOWLEDGEMENT

Welcome to TheOfficeSquad® team. Because you are becoming a part of TheOfficeSquad® franchise system, it is important that you understand and acknowledge who is your employer, and who is not.

You have been hired by _____ (Legal Name of Franchisee) ("Franchisee"), which is an independent franchise owner in TheOfficeSquad® franchise system (which we call the "System"). Although Franchisee looks the same, has the same name, and is operated the same way as other Offices in the System. Office Squad Franchise, LLC is a completely separate company that owns the name and created the System. Office Squad Franchise, LLC has devised rules, systems of operation, and policies and procedures that all of its franchisees must follow, including Franchisee, which make each of the independent franchise Offices look and operate the same way as one another. This way, Office Squad Franchise, LLC manages a System composed of many different franchisee owners, each of whom is independently responsible for operating its own TheOfficeSquad® Office.

It is important that you understand that Franchisee is your **only** employer. Franchisee gives you your paycheck, establishes your hours, and is responsible for all decisions relating to your employment relationship. Office Squad Franchise, LLC is **not** your employer. If Office Squad Franchise, LLC representatives ever give you direction, training, or advice, it is intended only to ensure that the experience of all clients and referral sources of TheOfficeSquad® is the same at your place of work as it is at other Offices in TheOfficeSquad® system. The fact that you are trained, or given direction or advice, by Office Squad Franchise, LLC representatives does not somehow mean that Office Squad Franchise, LLC is your employer.

If you have any questions about your employment relationship or about this Franchise Relationship Acknowledgement, please direct them to your employer, Franchisee.

I have read this Franchise Relationship Acknowledgement and I understand it. I have had the opportunity to ask any questions that I have about this Franchise Relationship Acknowledgement, and those questions have been answered fully to my satisfaction.

SIGNED,

_____

DATE:

_____

Office Squad Franchise, LLC

EXHIBIT L

Franchise Disclosure Document Receipts and State Effective Dates

STATE EFFECTIVE DATES

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This 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	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

RECEIPT

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

If Office Squad Franchise, 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. Under Iowa, New York, or Rhode Island law, if applicable, Office Squad Franchise, LLC must provide this disclosure document to you at your 1st 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 requires Office Squad Franchise, LLC to give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Office Squad Franchise, 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Jarita Clifton, Office Squad Franchise, LLC, 10501 W. Gowan Rd. Suite 260, Las Vegas, NV 89129, Phone: 702-649-3495. We have inserted the name and address of any other franchise seller below (we attach additional pages if necessary):

_____

Issuance Date: July 22, 2024

See Exhibit A for Office Squad Franchise, LLC's registered agents authorized to receive service of process.

I have received a disclosure document dated July 22, 2024 that included the following Exhibits:

A. State Administrators / Agents for Service of Process	F. State-Specific Addendum
B. Franchise Agreement	G. Compliance Questionnaire
C. Financial Statements	H. Confidentiality Agreement
D. Manual Table of Contents	I. Franchise Relationship Acknowledgement
E. Form of General Release	K. State Effective Dates and Receipts

Date	Signature	Printed Name
Date	Signature	Printed Name

Please sign both copies of the receipt and date your signature. Please retain one copy for your records, and return the other copy to Jarita Clifton, Office Squad Franchise, LLC, 10501 W. Gowan Rd. Suite 260, Las Vegas, NV 89129, Phone: 702-649-3495, or email: franchise@TheOfficeSquad.com.

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Date	Signature	Printed Name
Date	Signature	Printed Name

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