

NEXTAFF™
FRANCHISE DISCLOSURE DOCUMENT

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FRANCHISE DISCLOSURE DOCUMENT

NEXTAFF ONE, LLC dba NEXTAFF
A Wyoming Limited Liability Company
9401 Renner Blvd, Suite 150
Lenexa, KS 66219
(913) 562-5614
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As a franchisee, you will operate a business which provides staffing services including the recruiting, screening and hiring of quality talent (the "NEXTAFF Franchise").

The total investment necessary to begin operation of a new Traditional NEXTAFF Franchise (the "Traditional Franchise") is from $119,495 to $159,295 which includes $55,675 that must be paid to us; or, $31,175 to be paid to us if you are an employee of a NEXTAFF Franchise for a minimum of 24 months immediately before signing a Franchise Agreement; or $45,875 to be paid to us if you are a veteran of the United States Armed Forces.

The total investment necessary to begin operation of a new Virtual NEXTAFF Franchise (the "Virtual Franchise") is from $662,129 to $69,079 which includes $51,171 that must be paid to us; or, $27,271 to be paid to us if you are an employee of a NEXTAFF Franchise for a minimum of 24 months immediately before signing a Franchise Agreement; or $41,971 to be paid to us if you are a veteran of the United States Armed Forces.

The total investment necessary to begin operation of a new Conversion NEXTAFF Franchise (the "Conversion Franchise") is from $4,416 to $44,415 which includes $4,416 that must be paid to us.

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 fourteen (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 to you. To discuss the availability of disclosures in different formats, contact John-Reed McDonald at 9401 Renner Blvd, Suite 150, Lenexa, KS, 66219 or 913-562-5614.

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

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. For 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C., 20580. You can also visit the FTC's home page at

www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising. There may also be laws on franchising in your state. Ask your state agencies about them.

FTC Issuance Date: April 30, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
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 A 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 Nextaff 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 Nextaff Franchisee?	Item 20 or Exhibit F 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 D.

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 Kansas. 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 Kansas than in your own state.

2. **Sales Performance Required.** You may be required to meet a minimum performance standard. Your inability to meet these requirements may result in loss of any territorial rights you are granted, termination of your franchise and loss of your investment.

3. **Spousal Liability.** Your spouse may be required to sign a document that makes your spouse liable for all financial obligations under the franchise agreement, even if your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets (perhaps including your house) at risk if your franchise fails.

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.

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ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

To simplify the language in this franchise disclosure document, "We", "Us", or "NEXTAFF" means Nextaff One, LLC, the franchisor. "You" means the person that buys the franchise. If you are a corporation or a limited liability company, certain provisions of this franchise disclosure document also apply to your owners and are noted.

Nextaff One, LLC is a Wyoming limited liability company formed on January 27, 2026, with a principal address of 9401 Renner Blvd, Ste 150 Lenexa, KS 66219.

We began offering franchises on January 27, 2026.

Parents, Predecessors and Affiliates

We are a wholly owned subsidiary of StaffCo Holdings, LLC ("StaffCo"), a Wyoming limited liability company with a principal address of 302 S. Milliken Ave. Ste G Ontario, CA 91761.

Our predecessor was Nextaff Group, LLC. On February 16, 2026, StaffCo purchased certain assets, including all the franchise contracts and the NEXTAFF trade names, from Nextaff Group, LLC. Nextaff Group, LLC operated as the franchisor from 2016 through 2025.

We are part of an affiliated group of companies all ultimately owned by StaffCo. Our affiliated entities are PayCruit, LLC, Trice One, LLC and Opusing One, LLC. Our parent operates these company-owned staffing agencies under the name PayCruit, and has a principal address of 302 S. Milliken Ave. Ste G Ontario, CA 91761.

We have no affiliates that offer franchises in any line of business or provide products or services to franchisees.

Agents for Service of Process

Our agents for service process in certain states are listed in Exhibit C.

Description of the Franchise

NEXTAFF offers franchises for the operation of a NEXTAFF Franchise, which may be one of a Traditional Franchise, Virtual Franchise or Conversion Franchise, as described below.

A "Traditional Franchise" is considered a new staffing business that will operate a brick-and-mortar location.

A "Virtual Franchise" is considered a new staffing business that will operate virtually from the owner's home or other location without a physical brick-and-mortar location.

A "Conversion Franchise" is considered an existing independent staffing business that has operated for at least one year and has earned Gross Revenue of at least $500,000 (See Item 6 for definition of "Gross Revenue").

The franchise offered is for the right to operate a NEXTAFF Franchise that provides staffing services such temporary, temp-to-hire and direct hire (the "Services"). Each NEXTAFF Franchise recruits (non-internal temporary) individuals (the "Field Employees") to fulfill, within a designated industry vertical (See Item 12), the Services directly to clients of each NEXTAFF Franchise. When we use the "Client" we mean customers of the Franchised Business that retain, hire and/or enter into an agreement with you for services and shall further include all affiliate companies of client and its successors and assigns (the "Client").

The "System" includes distinctive signage, interior and exterior design and decor, uniform standards, specifications and procedures for operation of the Franchise and uniformity of services, and management and financial procedures, initial and ongoing training and assistance, all of which may be changed and further developed, in our discretion. (See Items 7, 11, 13 and 14).

You will be granted the right, to own and operate a NEXTAFF Franchise offering the Services and utilizing our System and certain proprietary trademarks, domain names, service marks and other commercial symbols, including without limitation NEXTAFF™ (collectively, the "Licensed Marks"). NEXTAFF grants you the use of the Licensed Marks and its business methods to promote the identification of the Services and use of the programs developed by NEXTAFF. Your main business objective is to find and secure prospective clients and potential Field Employees.

For the Services, we, or a service provider of our sole choice, will employ the Field Employee and provide payroll services and support functions for the Field Employees of your NEXTAFF Franchise. We will require that you perform day-to-day tasks with respect to hiring and management of Field Employees. You will bill clients directly for the services provided by Field Employees of your NEXTAFF Franchise. We, or a service provider of our sole choice, will then collect all amounts due from clients, reimburse ourselves for Direct Payroll Costs that we incur, retain our Royalty Fee, fund the Collateral Reserve and Brand Fund, pay any non-compliance weekly finance charge due, as each of those items is further described below in Item 6. We will then transfer the remaining balance to you. As further described below in Item 6, we require that you guarantee the collection of all accounts receivables generated by your Franchise and we establish and fund the Collateral Reserve to secure your obligation to guarantee those accounts receivable.

In addition to the Franchise Agreement, as part of our financing arrangements with our lenders, you will be required to sign a Security Agreement which is attached as Exhibit H.

Competition

The market for the Services is highly competitive and your competition could include other national brands and local brands with one or multiple locations in your area. Sales are not typically seasonal.

Industry Regulations

Many states have implemented state laws and regulations governing the staffing industry. . You must operate your NEXTAFF Franchise in compliance with state laws and regulations. You are responsible for compliance with all state laws and regulations.

In addition to the laws mentioned above, certain laws govern businesses generally, such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Federal Wage and Hour Law, and the Occupation, Health and Safety Act and other similar laws that regulate the relationships between employers and employees.

ITEM 2

BUSINESS EXPERIENCE

President: John-Reed McDonald

Mr. McDonald has been President of Nextaff since April 2026. Form _____ to _____, he was _____. From September 2022 to March 2025, he was President of Gigworx in Bozeman, MT. From May 2007 to July 2022, he was Vice President, Sr. Vice President, and then Chief Operating Officer of PrideStaff in Fresno, CA. From July 1999 to April 2007, he was Regional Developer for Express Employment Professionals in Oklahoma City, OK.

Vice President of Operations: Lauren Macy

Ms. Macy has been Vice President of Franchise Performance for Nextaff since January 2023. From June 2022 to January 2023, she was the Director of Franchise Performance. From December 2017 to June 2018, she was Regional Director and from June 2018 to April 2022, she was the Associate Vice President of Sales and Service at AREVO Group in Charlotte, NC.

Vice President Strategic Healthcare Operations: Linda Lutton

Ms. Lutton has been Vice President of Strategic Healthcare Operations for Nextaff since November of 2025. From January 2020 to August 2025, she was Vice President Operations/Service Delivery for Recruiter.com/Care Career. From January 2017 – September 2019 she was Director Talent Acquisition for Allegiant Air.

Operations Manager – Skyler Windmiller

Mr. Windmiller has been the Operations Manager since mid-2024, and has been working with the Franchise Support Team since August 2022. From May 2021 to August 2022, he was the Managing Partner for NexLevel Partners-Fort Worth-Med, LLC (Nextaff of Fort Worth, TX – a franchised office).

Accounting Manager – Will Robertson

Mr. Robertson has been the Accounting Manager of Nextaff since January 2021.

Payroll Manager – Margaret Willits

Mrs. Willits has been the Payroll & Tax Manager for Nextaff since June, 2024. From May 2021 through May 2024, she was the Payroll Manager.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Our standard initial franchise fee for each new Traditional and Virtual NEXTAFF Franchise is $49,000 and our standard initial franchise fee for a Conversion Franchise is $1.00. Certain franchisees will pay a lower initial franchise fee based on the following: (i) if a franchisee has been an employee of a NEXTAFF Franchise for a minimum of 24 months immediately before signing a Franchise Agreement, the initial franchise fee is $24,500; (ii) if a franchisee is a veteran of the United States Armed Forces, the initial franchise fee $39,200; and (iii) if a franchisee is purchasing more than one NEXTAFF Franchise or has more than one Territory, we may reduce the initial franchise fee for each additional location or territory.

For a Traditional Franchise, you must pay Franchisor a launch fee (the "Traditional Launch Fee") in the amount of $6,675 at the time you sign the Franchise Agreement. The following items are included in the Traditional Launch Fee: (i) the internal Nextaff sign; (ii) Nextaff promotional and marketing material; (iii) your initial press release; (iv) your custom webpage, with initial search engine optimization (SEO); and (v) your airfare and hotel expenses for the current year's annual convention.

For a Virtual Franchise, you must pay Franchisor a launch fee (the "Virtual Lauch Fee") in the amount of $2,771 at the time you sign the Franchise Agreement. The following items are included in the Virtual Launch Fee: (i) Nextaff promotional and marketing material; (ii) your initial press release; (iii) your custom webpage, with initial search engine optimization (SEO); and (iv) your airfare and hotel expenses for the current year's annual convention.

For a Conversion Franchise, Franchisee must pay Franchisor a launch fee in the amount of $4,415 (the "Conversion Launch Fee"), for a Conversion Franchise and Franchisor shall provide the following items for the Virtual Launch Fee: (i) Nextaff promotional and marketing material; (ii) your initial press release; (iii) your custom webpage, with initial search engine optimization (SEO) and (iv) your airfare and hotel expenses for the current year's annual convention.

Both launch fees must be paid at the time the Franchise Agreement is signed and is fully earned by Franchisor upon execution of this Agreement and is non-refundable.

The initial franchise fee is paid at the time the Franchise Agreement is signed and is fully earned when paid. We charge a uniform initial franchise fee, which is not refundable under any circumstances.

ITEM 6

OTHER FEES

TYPE OF FEE (See Note 1 below)	AMOUNT	DUE DATE	REMARKS
Royalty Fee	Percentage of Gross Wages, Buyout Payments, and Direct Hire Payments determined based on Gross Wages of your Franchise during the preceding calendar year. (See Note 1 & Note 2)	Beginning on the first Friday of the seventh month, the Royalty Fee will be retained by us weekly on each Friday based on collections from your clients.	Royalty Fee is waived for the first six months after the effective date of the Franchise Agreement. There is a minimum royalty withheld beginning Month 13 (See Note 3)
Brand Fund	The greater of $100 per week or 1% of Gross Wages.	Beginning on the first Friday of the first week after opening date.	We may increase the amount you must contribute to the Brand Fund upon written notice to you in an amount not to exceed the greater of $100 per week or 1.50% of Gross Wages.
Collateral Reserve Deduction	Currently the Collateral Reserve Deduction is set at one percent (1%) of Gross Wages. (See Note 4)	Beginning on the first Friday of the seventh month, the Collateral Reserve Deduction will be retained by us weekly on each Friday based on collections from your clients.	Collateral Reserve Deduction is waived for the first six months from the date of your Franchise Agreement. (See Note 4)
Non-Compliance Processing Surcharge	10% of client payment	According to terms assessed by us.	You must forward any client payments that you receive to us and if you fail to do so, we have the right to assess a 10% surcharge on any payment which you fail to forward directly to us. Failure to comply may also cause a default under your Franchise Agreement.
Non-Compliance Weekly Finance Charge	For client accounts over 60 days old, NEXTAFF will charge you a non-compliance weekly finance charge of .245%	Retained by us each Friday (if necessary) in addition to Royalty Fee.	Section 9.H. of Franchise Agreement We reserve the right to change this fee due to

TYPE OF FEE (See Note 1 below)	AMOUNT	DUE DATE	REMARKS
	per week on the amount of the account over 60 days old, until collected, written off or charged back.		changes in market rates for our costs to finance these costs on your behalf.
High-Risk Surcharge	2% of the total Gross Wages on accounts receivables that requires franchisor involvement.	Retained by us each Friday (if necessary) in addition to Royalty Fee.	If the franchisor becomes involved in the collections process of a client invoice, we will charge you a High-Risk Surcharge of 2% of the total Gross Wages, associated with such invoice, regardless of whether the invoice is successfully collected.
Technology Fees	We will pass through costs of certain technologies provided through third party vendors. (see Note 5.)	The per user monthly amounts will be billed to you the first week of each month. Fees are remitted to the service providers by Nextaff on your behalf.	We collect fees from you for your use of certain software. We reserve the right to change or add technology. We reserve the right to pass along any price increases imposed by these vendors. (see Note 5).
Online Recruiting Software or Job Board User Fees	As of the date of this disclosure document, $0 is required. We reserve the right to charge based on user fee requirements by the vendor.	Payable directly to the vendor(s)	(See Note 5)
Appointment Provider	All costs associated with your use of appointment setting service provider hired by Nextaff.	As incurred	If your NEXTAFF Franchise is not meeting our standards, we may require you to use one of our appointment setting service providers.
Transfer Fee	$10,000 or 10% of sales price, depending on Nextaff's involvement. (See Note 6)	At closing, 10% of sales price will be held in escrow for no longer than 90 days.	
Annual Meeting Registration Fee	$100 per month.	Amounts will be billed to you the first week of each month, beginning the October after your	Includes conference attendance for your entire team and 3 room nights for 1 room at the event hotel.

TYPE OF FEE (See Note 1 below)	AMOUNT	DUE DATE	REMARKS
		first Annual Meeting.	
Audit	Cost of audit.	15 days after billing.	Payable only if we require an audit. If we believe gross revenue is being misrepresented, we have the right to perform an audit.
Insurance	Cost of insurances.	Payable before opening.	We reserve the right to change or add insurance coverage and providers and pass along any price increases received by these vendors. (See Note 7).
Vertical Fee	$10,000	When you sign a new Exhibit A	Only due if purchasing more than one or additional Verticals (See Note 8)
Onboarding Services Fee	2% of Gross Wages	Retained by us each Friday (if necessary) in addition to Royalty Fee.	(See Note 2) Applicable for any placements made outside of your approved state.
Strategic Account Commission	15-20% of Gross Margin	Retained by us each Friday (if necessary) in addition to Royalty Fee.	(See Note 9) Applicable only for clients we obtain on your behalf.
Late payroll fee	$250	Retained by us each Friday (if necessary) in addition to Royalty Fee.	Applicable only for payrolls received after Wed at 12:00 PM, Central time

Note 1. "Gross Wages" equals all money and other consideration paid to your Field Employees. "Buyout Payments" means any monies paid to us or you by a client for hiring Field Employees prior to fulfilling the standard temporary to hire term. "Direct Hire Payments" means any monies paid to us or you by a client for hiring Field Employees full-time immediately.

Upon each calendar year, Franchisee shall pay a royalty fee according to the following Royalty Fee Percentage Table:

PRIOR 12 MONTH GROSS WAGES (JAN – DEC)	**ROYALTY FEE FOR FOLLOWING YEAR**
$0 to $3 million	9.00%
$3m to $4m -	8.75%
$4m to $5m -	8.50%
$5m to $6m -	8.25%

PRIOR 12 MONTH GROSS WAGES (JAN – DEC)	ROYALTY FEE FOR FOLLOWING YEAR
$6m to $7m -	8.00%
$7m to $8m -	7.75%
more than $8m -	7.50%

Currently, we reimburse the difference between the stated royalty fee and the reduced royalty fee as an annual payment each year. Currently this is calculated for a fiscal year, beginning September 1st and ending August 31st.

All fees, other than local advertising and insurance, are payable to and imposed and collected by us and may be withheld from the balance due to you. These fees are imposed uniformly to both conversion franchisees and new franchisees. All fees are non-refundable. All payments which you make directly to us are nonrefundable under any circumstance. This may or may not be true for payments made to third parties.

Note 2. NEXTAFF charges the Royalty Fee based on Gross Wages instead of Gross Revenue or Gross Margin (as defined below) because it is easier for a franchisee to determine its cost of sales. As part of the Payroll Services Program (described more fully in Item 8), NEXTAFF receives payments directly from clients and reimburses itself for Field Employees' wages and any other Direct Payroll Costs (as defined below) and retains the Royalty Fee, your contribution to the Collateral Reserve and Brand Fund, any non-compliance weekly finance charge and any costs incurred by us for pre-employment assessment profiles for Field Employees of your Franchise.

Gross Margin equals Gross Revenue minus Direct Payroll Costs.

Direct Payroll Costs are costs related to the employment of Field Employees and include, but may not be limited to, the wages earned by Field Employees based upon the work hours reported, plus all credits and taxes due, the employer's share of federal social security taxes, federal and state unemployment tax contributions, worker's compensation insurance premiums, disability insurance premiums, taxes on health and welfare payments, premiums on comprehensive liability for Field Employees, fidelity bonding insurance, errors and omissions insurance, and professional liability insurance premiums, Onboarding Services Fee and any other bank fees, payroll related taxes, sales tax and insurance premiums (including premiums, costs and penalties under the Affordable Care Act) related to Field Employees. Direct Payroll Costs may also include costs imposed in the future by government agencies that relate directly to any Field Employees.

Current franchisees, conversion franchisees or licensees have entered into agreements with us that require them to pay fees that are different than the percentages set forth above for the Royalty Fee. These fees range from 3% - 6% of their Gross Revenue. Except for these franchisees, all royalties and fees are uniformly imposed on all franchisees. Beginning on Month 13, a minimum Royalty of $1,000 per month will be withheld.

Note 3. As part of our offering of a Franchised Business, we currently offer a conditional Royalty Fee Waiver (the "Waiver") to any brand-new franchisee in connection with any newly purchased franchise consisting of at least one territory which has not been previously serviced.

Subject to the terms and conditions of the Waiver, if a Franchised Business does not achieve at least $5,000 a week in Gross Revenue, at least once, within its first 6 months after the effective date of the franchise agreement, the franchisee will be eligible to receive a three-month extension on the Royalty Fee Waiver.

To be eligible for the Waiver the franchisee must satisfy all the following conditions in developing and operating the Franchise Business:

- complete all required launch training for the Franchised Business, by due date;
- meet or exceed Staff Requirements disclosed in Item 11.1.c and 11.1.d;
- meet or exceed Advertising – Candidate and Client marketing expenditure recommendations for the Franchised Business as disclosed in Item 19;
- complete all sales and recruiting activity recommendations given during training;
- attend at least 90% of all coaching calls for the Franchised Business;
- attend at least 90% of all system wide calls and NFORM meetings;
- attend the annual conference;
- grant access to review financial statements of the Franchised Business;
- have paid all required marketing and technology fees, when due;

Note 4. We require that you guarantee the collection of the accounts receivables for your clients. To secure this Guaranty, we may deduct a portion of the amounts that we collect from these accounts receivable and hold those funds as collateral security the ("Collateral Reserve") for your payment and performance of the guaranty.

The Collateral Reserve is an asset of NEXTAFF but is tracked and maintained, on a franchisee-by-franchisee basis, so that the amount withheld from each franchisee's accounts receivable may be used to:

(i) offset uncollected amounts of at least $2,500 per occurrence from clients of that franchisee;

(ii) cover costs incurred of at least $2,500 per occurrence from the Modified Duty or Return to Work Worker's Compensation Program;

(ii) fund any insurance deductible charges of at least $2,500 per occurrence the franchisee may incur; and

(iv) cover any deductible charges of at least $2,500 per occurrence related to EPLI and Errors & Omissions policies.

The Collateral Reserve Deduction is retained by us from accounts receivables we collect from your clients until the Collateral Reserve Balance of each franchisee is equal to or greater than $25,000 and Days Sales Outstanding (DSO) is under 45 days. Once a franchisee's Collateral Reserve Balance equals or exceeds $25,000 and the DSO is under 45 days, the Collateral Reserve Deduction is reduced to zero.

The Collateral Reserve is our asset but we maintain a separate ledger with the balance for the Collateral Reserve attributable to each of our franchisees. We have the right to increase the minimum required Collateral Reserve Balance for each franchisee up to a maximum amount of $50,000.

Any balance remaining in the Collateral Reserve less any uncollected amounts from accounts receivable generated by your NEXTAFF Franchise will be paid to you without interest within 90 days after the termination of the Franchise Agreement.

You must collect unpaid accounts receivable. NEXTAFF may, but is not obligated to, assist you in collecting unpaid accounts receivable. Any uncollectible accounts will be charged against your Collateral Reserve balance. In the event your Collateral Reserve is insufficient, we may, but are not obligated to, loan you the amount of the uncollectible accounts outstanding. Each loan to you shall bear interest from the date of issuance at the lesser of the prime rate plus 5% compounded annually or at the highest rate permitted by applicable law. In addition, we may set off any amount you owe to us against any amount we owe to you.

Note 5. For Traditional Franchises, we charge technology fees on behalf of our third-party vendors. Current required technology vendors are Avionte' $185 per month per user, plus $6.15 per month per active field employee on assignment; Microsoft $48.75 per month per user; Lightcast $187 per month per Franchise; HubSpot $160 per sales user per month, plus additional costs over 500 contacts; eSkill cost varies per month and/or per Field Employee as needed; Staffing Referrals $85 per month per user; Sense $39.80 per user per month; Power BI $10 per month per franchise.

Optional technologies are: Apollo $80 per month per Franchise; Indeed Resume' is optional, the cost is $120/month per user for 30 credits or $400/month for 100 credits.

For Virtual Franchises, we charge technology fees on behalf of our third-party vendors. Current required technology vendors are Avionte' $185 per month per user, plus $6.15 per month per active field employee on assignment; Microsoft $48.75 per month per user; Sense $39.80 per user per month; Staffing Referrals $85 per month per user; Power BI $10 per month per franchise.

Optional technologies are: Apollo $80 per month per Franchise; Indeed Resume' is optional, the cost is $120/month per user for 30 credits or $400/month for 100 credits; Lightcast $187 per month per Franchise; HubSpot $160 per sales user per month, plus additional costs over 500 contacts; eSkill cost varies per month and/or per Field Employee as needed.

For Conversion Franchises, we charge technology fees on behalf of our third-party vendors. Current required technology vendors are Avionte' $185 per month per user, plus $6.15 per month per active field employee on assignment; Microsoft $48.75 per month per user; Lightcast $187 per month per Franchise; HubSpot $160 per sales user per month, plus additional costs over 500 contacts; eSkill cost varies per month and/or per Field Employee as needed; Staffing Referrals $85 per month per user; Sense $39.80 per user per month; Power BI $10 per month per franchise.

Optional technologies are: Apollo $80 per month per Franchise; Indeed Resume' is optional, the cost is $120/month per user for 30 credits or $400/month for 100 credits.

We renegotiate our rates with these third-party service providers annually. The service providers may change and rates may decrease, increase, or remain the same. We reserve the right to change or add technology. We reserve the right to pass along any price increases imposed by these vendors.

Note 6. A change of location, transfer or an opening of a new location must be approved by us in writing. Approval will not be reasonably withheld. If you transfer or sell your Franchise to another party, we will charge you a Transfer Fee of $10,000 or 10% of the sale price. At closing, 10% of the sales price will be due to us and held in escrow by us for no longer than 90 days. If you train the transferee and stay for a transition period of no less than 90 days, then the Transfer Fee shall be $10,000 and the difference between the 10% escrowed amount and Transfer Fee of $10,000 shall be refunded to you no less than 90 days after the closing date. If we have to train, onboard or transition the new owner, the Transfer Fee shall equal 10% of the sales price and none of the escrowed amount will be refunded to you.

Note 7. We charge you the following amounts for General Liability, EPLI and E&O insurance for your Field Employees: .64% of Gross Wages for commercial and information technology; and .82% of Gross Wages for healthcare. We charge the following amounts for Credit Insurance: .143% of Gross Revenue. We charge the following amounts for Cyber Insurance: .135% of Gross Revenue. You must also acquire certain levels of insurance as required by the Franchise Agreement. If you fail to maintain these levels, we may obtain insurance coverage on your behalf and bill you for the cost of related premiums.

Note 8. We may decide to offer Education, Skilled Trades, Travel Nursing or other industry verticals, as an additional vertical option. If we do so and you elect to operate in the new additional vertical, you will be required to pay an additional Vertical fee. You will also be required to complete the Expansion Application and complete additional training specific to that vertical. You may also be required to sign a new Exhibit A.

Note 9. A "Strategic Account' is any customer designated as such by us, based on our sole determination that, because the customer conducts business at multiple locations and is deemed of strategic importance by us, the account, services and pricing of such customer must be negotiated and secured either (i) by us or (ii) with our assistance, approval and oversight.

If a Strategic Account is Closed, Managed and Recruited by you, your Nextaff Franchise will be eligible to receive 100% of the Strategic Account Commission. If we or another franchisee provides any of the services, we will deduct the applicable Strategic Account Commission from the Gross Revenue that we collect on your behalf.

Except as noted below, for all Strategic Accounts located within your Territory, you will have the right and option to provide Services to the Strategic Account on the same terms and conditions agreed upon between us and the Strategic Account. If you do not desire to provide Services to a Strategic Account in your Territory, or if, in our discretion, you are unable to provide the Strategic Account with necessary Services, we reserve the right to provide the Services ourselves or, through our affiliate, franchisee, or a third party, to Strategic Accounts located within the Territory.

In determining whether you are able to provide a Strategic Account with the necessary Services, we will consider numerous factors consistent with the standards and specifications for Strategic Accounts and input from the Strategic Account owner.

Strategic Account Commission is determined as follows:

Role	**GM Share - CM**	**GM Share – HC/IT**
Sales / Closed Account (originating, prospecting, closing)	**10%**	**10%**
Account Management (ongoing client relationship)	**20%**	**20%**
Recruiting / Sourcing (placing candidates)	**70%**	**70%**

We reserve the right to adjust the Strategic Account commissions and breakouts in the future.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

New Traditional Franchise

TYPE OF EXPENDITURE	AMOUNT - LOW	AMOUNT - HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	$49,000	$49,000	Lump Sum.	Upon Execution of Franchise Agreement.	NEXTAFF
Lease of Office & Related Deposit (Note 2)	$2,000	$4,500	Dependent upon terms of lease	Dependent upon terms of lease	Landlord
Leasehold Improvements / Construction / Remodeling (Note 3)	$1,000	$5,000	As Agreed Upon.	Dependent upon terms of lease	Landlord
Exterior Signage (Note 4)	$500	$7,500	As Agreed Upon.	Upon Execution of the Franchise Agreement and Before Opening.	Various Vendors
Furnishings, Fixtures and Fixtures and Equipment (Note 5)	$5,000	$10,000	As Agreed Upon	Before Opening	Various Vendors
Computer System (Note 6)	$4,434	$5,423	As Incurred.	As Incurred.	Various Vendors
Utility Deposits and Fees	$0	$250	Lump Sum	Before Opening	Utilities
Business Licenses	$150	$400	Lump Sum	Before Opening	Governmental Body
Insurance (Note 7)	$1,500	$3,000	Lump Sum	As Incurred	Vendor
Launch Fee (Note 8)	$6,675	$6,675	As Incurred.	Upon Execution of Franchise Agreement.	NEXTAFF
Misc. Expenses: Including Travel and living expenses during training (Note 9)	$0	$5,300	As Incurred.	As Incurred	Various third parties
Additional funds (initial six months of operations) (Note 10)	$49,236	$62,247	As Incurred.	As Incurred	Various third parties
Total	**$119,495**	**$159,295**			
Employee	$94,995	$134,795			
Veteran	$109,695	$149,495			

Note 1. We describe the initial franchise fee, and when the fee is payable, in Item 5. For a Traditional Franchise, the initial franchise fee is $49,000. If you are a veteran of the United States Armed Forces, the initial franchise is 39,200. If you are an employee of a NEXTAFF Franchise immediately before signing a Franchise Agreement, for a minimum of 24 months, the initial franchise fee is $24,500.

Note 2. You must lease, buy or construct a building for a Franchise. If you buy or build an office, the costs will vary depending on the size, condition and location of the premises, the price difference between various vendors and contractors, the price of the land, construction and labor costs, the price of materials, and shipping distance from vendors. All construction materials and fixtures must be in compliance with plans and specifications of NEXTAFF. In addition, local zoning ordinances and regulations may require alterations to the typical plans and specifications, which will affect the cost of construction. These costs are normally paid to third parties before the opening of the Franchise, or in installments over a period of time, depending on the type of financing arrangement you are able to obtain.

NEXTAFF has based this estimate on leasing the location and estimates that you will need to lease premises of approximately 800 square feet to 1,500 square feet for an office.

Note 3. The range of estimated initial investment represents the estimated cost of leasehold improvements for a leased location in line. These costs may be reduced if you are able to have the owner/landlord of the premises incur the costs for all or a percentage of the leasehold improvements. Changes in the economy, local prices of labor and materials, negotiation with and selection of appropriate consultants and contractors with appropriate contracts, your timely preparation of appropriate plans and specifications, the quality of supervision and management and inflation will all contribute to your costs for leasehold improvements, construction and remodeling. Additional factors that may significantly affect these costs include, without limitation, (1) the condition of the existing structure; (2) the configuration of the premises; and (3) the geographic location of the office. All leasehold improvements, construction and remodeling must be in compliance with plans and specifications of NEXTAFF. In addition, local zoning ordinances and regulations may require alterations to the typical plans and specifications, which could affect costs.

Note 4. The cost of purchasing signs will also depend on whether you have a retail or office location. You must purchase your internal sign from us. The cost of the internal sign is included in your Launch Fee (Note 8). You may purchase exterior approved signs from our preferred vendors. Payment for these items will typically be made before the opening of the Franchise or in installments over a period of time depending on the type of financing arrangement you are able to obtain.

Note 5. The furnishings and fixtures should be in compliance with the specifications and suggestions of NEXTAFF. Payment for these items will typically be made before the opening of the Franchise.

Note 6. Computer System will include computers, copier, facsimile machine and printer. Payment for these items will typically be made before the opening of the Franchise or in installments over a period of time depending on the type of financing arrangement you are able to obtain.

Note 7. You must maintain certain minimum levels of property and liability insurance as specified in the Franchise Agreement. Insurance costs are based on the annual insurance premium.

Note 8. NEXTAFF has developed a Launch Fee to simplify some of the upfront expenses. The following items are included in the Launch Fee: (i) the internal Nextaff sign; (ii) Nextaff promotional and marketing material; (iii) your initial press release; (iv) your custom webpage, with initial search engine optimization (SEO) and (v) your airfare and hotel expenses for the current year's annual convention.

Note 9. Miscellaneous costs and expenses including travel, employee training costs and other normal and customary operational expenses are typically paid to third parties as incurred. These expenses are estimates and we cannot guarantee that you will not have additional expenses starting the Franchise. Certain states require that the following risk(s) be highlighted:

Note 10. This includes estimated additional funds for the first 6 months of operation for operating expenses such as rent, staff salaries, utilities, recruiting expenses, marketing expenses. We have based our estimates of initial investments on the operations of the staffing offices formerly operated by Mr. Daniel and Mr. Windmiller and information provided from recently opened offices. You should review these figures carefully with a business advisor before deciding to acquire the franchise. Your costs will depend on how much you follow our methods and procedures, your management and sales skills, and your office's sales activities during the initial period. Your costs may be higher in certain demographic areas where employment costs and standard of living costs are substantially above the national average. We do not

guarantee financing directly or indirectly for any part of the initial investment. The availability in terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

New Virtual Unit Franchise

TYPE OF EXPENDITURE	AMOUNT - LOW	AMOUNT - HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	$49,000	$49,000	Lump Sum.	Upon Execution of Franchise Agreement.	NEXTAFF
Lease of Office & Related Deposit (Note 2)	$0	$500	Dependent upon terms of lease	Dependent upon terms of lease	Landlord
Leasehold Improvements / Construction / Remodeling (Note 3)	$0	$250	As Agreed Upon.	Dependent upon terms of lease	Landlord
Exterior Signage (Note 4)	$0	$0	As Agreed Upon.	Upon Execution of the Franchise Agreement and Before	Various Vendors
Furnishings, Fixtures and Fixtures and Equipment (Note 5)	$250	$500	As Agreed Upon	Before Opening	Various Vendors
Computer System (Note 6)	$1,678	$1,678	As Incurred.	As Incurred.	Various Vendors
Utility Deposits and Fees	$0	$250	Lump Sum	Before Opening	Utilities
Business Licenses	$150	$400	Lump Sum	Before Opening	Governmental Body
Insurance (Note 7)	$1,500	$3,000	Lump Sum	As Incurred	Vendor
Launch Fee (Note 8)	$2,771	$2,771	As Incurred.	Upon Execution of Franchise Agreement.	NEXTAFF
Misc. Expenses: Including Travel and living expenses during training (Note 9)	$0	$500	As Incurred.	As Incurred	Various third parties
Additional funds (initial six months of operations) (Note 10)	$6,781	$10,231	As Incurred.	As Incurred	Various third parties
Total	**$62,129**	**$69,079**			
Employee	$37,629	$44,579			
Veteran	$52,329	$59,279			

Note 1. We describe the initial franchise fee, and when the fee is payable, in Item 5. For a Virtual Franchise, the initial franchise fee is $49,000. If you are a veteran of the United States Armed Forces, the initial franchise is 39,200. If you are an employee of a NEXTAFF Franchise immediately before signing a Franchise Agreement, for a minimum of 24 months, the initial franchise fee is $24,500.

Note 2. You are not required to lease, buy or construct a building for a Franchise; however you are required to have a business address other than your home address. If you decide to lease, buy or build an office, the costs will vary depending on the size, condition and location of the premises, the price difference between various vendors and contractors, the price of the land, construction and labor costs, the price of materials, and shipping distance from vendors. All construction materials and fixtures must be in compliance with plans and specifications of NEXTAFF. In addition, local zoning ordinances and regulations may require alterations to the typical plans and specifications, which will affect the cost of construction. These costs are normally paid to third parties before the opening of the Franchise, or in installments over a period of time, depending on the type of financing arrangement you are able to obtain.

NEXTAFF has based this estimate on leasing the location and estimates that you will need to lease premises of approximately 800 square feet to 1,500 square feet for an office.

Note 3. The range of estimated initial investment represents the estimated cost of leasehold improvements for a leased location. These costs may be reduced if you are able to have the owner/landlord of the premises incur the costs for all or a percentage of the leasehold improvements. Changes in the economy, local prices of labor and materials, negotiation with and selection of appropriate consultants and contractors with appropriate contracts, your timely preparation of appropriate plans and specifications, the quality of supervision and management and inflation will all contribute to your costs for leasehold improvements, construction and remodeling. Additional factors that may significantly affect these costs include, without limitation, (1) the condition of the existing structure; (2) the configuration of the premises; and (3) the geographic location of the Franchise. All leasehold improvements, construction and remodeling must be in compliance with plans and specifications of NEXTAFF. In addition, local zoning ordinances and regulations may require alterations to the typical plans and specifications, which could affect costs.

Note 4. You are not required to purchase an internal or external sign.

Note 5. The furnishings and fixtures should be in compliance with the specifications and suggestions of NEXTAFF. Payment for these items will typically be made before the opening of the Franchise.

Note 6. Computer System will include computers, copier, facsimile machine and printer. Payment for these items will typically be made before the opening of the Franchise or in installments over a period of time depending on the type of financing arrangement you are able to obtain.

Note 7. You must maintain certain minimum levels of property and liability insurance as specified in the Franchise Agreement. Insurance costs are based on the annual insurance premium.

Note 8. NEXTAFF has developed a Launch Fee to simplify some of the upfront expenses. The following items are included in the Launch Fee: (i) Nextaff promotional and marketing material; (ii) your initial press release; and (iii) your custom webpage, with initial search engine optimization (SEO); and (v) your airfare and hotel expenses for the current year's annual convention.

Note 9. You are not required to attend an onsite training at our support facility. If you choose to do so, miscellaneous costs and expenses including travel, employee training costs and other normal and customary operational expenses are typically paid to third parties as incurred. These expenses are estimates and we cannot guarantee that you will not have additional expenses starting the Franchise.

Note 10. This includes estimated additional funds for the first 6 months of operation for operating expenses such as rent, recruiting expenses, marketing expenses. We have based our estimates of initial investments on the operations of the staffing offices formerly operated by Mr. Daniel and Mr. Windmiller and information provided from recently opened offices. Your costs may be higher in certain demographic areas where employment costs and standard of living costs are substantially above the national average. We do not guarantee financing directly or indirectly for any part of the initial investment. The availability in terms of financing depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

Conversion Franchise

TYPE OF EXPENDITURE	AMOUNT - LOW	AMOUNT - HIGH	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS MADE
Initial Franchise Fee (Note 1)	$1	$1	Lump Sum.	Upon Execution of Franchise Agreement.	NEXTAFF
Lease of Office & Related Deposit (Note 2)	$0	$5,000	Dependent upon terms of lease	Dependent upon terms of lease	Landlord
Leasehold Improvements / Construction / Remodeling (Note 3)	$0	$2,500	As Agreed Upon.	Dependent upon terms of lease	Landlord
Signage (Note 4)	$0	$5,000	As Agreed Upon.	Upon Execution of the Franchise Agreement and Before Opening.	Various Vendors
Furnishings, Fixtures and Fixtures and Equipment (Note 5)	$0	$2,500	As Agreed Upon	Before Opening	Various Vendors
Computer System (Note 5)	$0	$2,500	As Incurred.	As Incurred.	Various Vendors
Software	$0	$999	As Incurred.	As Incurred.	Various Vendors
Software Conversion	$0	$7,500	As Incurred.	As Incurred.	Various Vendors
Utility Deposits and Fees	$0	$500	Lump Sum	Before Opening	Utilities
Business Licenses	$0	$500	Lump Sum	Before Opening	Governmental Body
Insurance (Note 6)	$0	$2,500	Lump Sum	As Incurred	Vendor
Misc. Expenses: Including Travel and living expenses during training (Note 7)	$0	$2,500	As Incurred.	As Incurred	Various third parties
Other Operating Funds (initial 3 months of operations) (Note 8)	$0	$8,000	As Incurred.	As Incurred	Various third parties
Launch Fee (Note 9)	$4,415	$4,415	As Incurred.	Upon Execution of Franchise Agreement.	NEXTAFF
Total	**$4,416**	**$44,415**			

Note 1. Our initial franchise fee for a Conversion Franchise is $1.00.

Note 2. As a Conversion franchisee we assume that you are currently in business providing some, if not all, of the Services (as defined in Item 1) and that you will incur minimal, if any, additional expenses for purchase or lease of the NEXTAFF Franchise.

Note 3. The range of estimated initial investment represents the estimated cost of leasehold improvements for a leased location in line. Remodeling, construction and leasehold improvements will range from $0 to $2,500. These costs may be reduced if you are able to have the owner/landlord of the premises incur the costs for all or a percentage of the leasehold improvements. Changes in the economy, local prices of labor and materials, negotiation with and selection of appropriate consultants and contractors with appropriate contracts, your timely preparation of appropriate plans and specifications, the quality of supervision and management and inflation will all contribute to your costs for leasehold improvements, construction and remodeling. Additional factors that may significantly affect these costs include, without limitation, (1) the condition of the existing structure; (2) the configuration of the premises; and (3) the geographic location of the Franchise. All leasehold improvements, construction and remodeling must be in compliance with plans and specifications of NEXTAFF. In addition, local zoning ordinances and regulations may require alterations to the typical plans and specifications, which could affect costs.

Note 4. The cost of purchasing signs may vary as a result of price differences between vendors and shipping distances from vendors. You may purchase or lease approved signs from our preferred vendors. Payment for these items will typically be made before the opening of the Franchise or in installments over a period of time depending on the type of financing arrangement you are able to obtain.

Note 5. As a Conversion franchisee we assume that you are currently in business providing some, if not all, of the Services (as defined in Item 1) and that you will already have some of the equipment, furniture and fixtures necessary to operate your NEXTAFF Franchise. The low estimate assumes that your existing equipment, furniture and fixtures meet the current standards and will require minimum improvement, repair or replacement. The high estimate assumes you may have some of these items but will need to purchase or lease a significant number of items to meet NEXTAFF's standards. Equipment will include computers, phones, copier, facsimile machine and printer.

Note 6. You must maintain certain minimum levels of property and liability insurance as specified in the Franchise Agreement. Insurance costs are based on financing the annual insurance premium, and only reflect the first three months of payments.

Note 7. Miscellaneous costs and expenses, including vehicle lease/purchase, sales tax and license/title costs, licensing, local permits, employee compensation, employee training costs and other normal and customary operational expenses are typically paid to third parties as incurred. As a conversion franchisee we assume that you are currently in business providing the Services (as defined in Item 1) and already have the licensing, local permits and most, if not all, of the employee compensation in place.

Note 8. As a Conversion franchisee we assume that you are currently in business providing some, if not all, of the Services (as defined in Item 1). There should be minimal, if any, additional costs to you for the first three months of operation of a NEXTAFF Franchise. The additional costs, if any, will vary depending upon the size of your NEXTAFF Franchise, number of employees, location, your insurance requirements, purchase/lease of a vehicle, including sales tax and licensing costs, and other factors relating specifically to your NEXTAFF Franchise. NEXTAFF cannot guarantee this amount will be sufficient.

Note 9. NEXTAFF has developed a Launch Fee to simplify some of the upfront expenses. The following items are included in the Launch Fee: (i) Nextaff promotional and marketing material; (ii) your initial press release; and (iii) your custom webpage, with initial search engine optimization (SEO); and (v) your airfare and hotel expenses for the current year's annual convention.

We have based our estimates of initial investments on the operations of the Kansas City and Denver staffing offices formerly operated by Mr. Daniel and Mr. Windmiller and from feedback from newly opened offices.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In the paragraphs below, when we refer to a "vendor", we mean any supplier that you must use or that we recommend you use, and payment for products and services is made by you directly to the vendor; when we refer to a "service provider", we mean any supplier that we engage on your behalf to provide services and products to you and for which you pay us for the cost of those services.

Payroll Services Program

In order to reduce your overall payroll costs and maintain the quality and uniformity of the System, you must process your payroll through us and/or through our designated payroll service provider.

Each week you must enter your payroll data on our web-based software. Once your payroll data has been submitted, we process that payroll by providing you with the following services:

- processing and payment of all direct deposit payroll checks and paycards;

- processing and payment of all local, state and federal employment and income taxes;
- processing and payment of both state and federal unemployment insurances;
- processing and payment of worker's compensation insurance; and
- processing and payment of other various insurances, garnishments and deductions.

We make an initial determination of your workers' compensation rates based upon loss costs by class code published by the Scopes Manual and Classification Guidelines published by the National Council on Compensation Insurance. There is no guarantee that our initial determination on class codes and costs will be the same as the carrier's final determination at the final audit period. While we will provide our best effort to accurately determine codes – the ultimate decision is made by the carrier auditor or adjustor. In the event, the carrier changes a class code or cost – the cost will be your responsibility.

Your workers' compensation claims are tracked along with all other franchisees, and you may be required to pay a portion of the workers' compensation claims and employment practices liability claims paid by us for your Field Employees. The deductible for each worker's compensation claim has ranged from $1000 to $5,000. For offices with substantial claims, we reserve the right to charge a percentage of the claim in addition to the deductible. The deductible for employment practices liability insurance has ranged from $25,000 to $50,000. The deductibles are paid on your behalf by us and then billed back to you and are your responsibility.

We may adjust your rates based on your claim frequency and claim amounts on an annual basis. You must participate in our Risk Management Program and Return to Work Program, both of which are intended to reduce the amount of workers' compensation costs. If you fail to participate, we may charge you any direct costs associated with that non-compliance which could include but is not limited to modified duty wages. You must report all work-related accidents or illness to us within 24 hours after they occur. If you fail to do so, we may charge you 1.5 times the amount that would otherwise be your maximum share of expenses related to any claims.

We make an initial determination of your unemployment rates based upon the greater of (a) the "new employer rate" or the "initial rate" set by each state or (b) our current rate. Your unemployment claims are tracked along with all the other franchisees. We may adjust your rates based on your claim frequency and claim amounts on an annual basis. You must participate in our Unemployment Programs, which are intended to reduce the number of unemployment claims by Field Employees. You must assist with all unemployment hearing and cases.

We fund all the Direct Payroll Costs which typically average in a range from 65% to 80% of your Gross Revenue. You are responsible for sending invoices to each client. Payments for those invoices must be sent directly to us. Once we collect payments on these invoices, we will reimburse ourselves for the Direct Payroll Costs initially funded by us and we will retain any of the fees and charges payable to us which are set forth in Item 6. On each Friday, we will then pay you the balance for collections from the previous Wednesday through Tuesday.

Our involvement in the payroll process and/or the use of a designated service provider should allow you to focus on developing new clients and recruiting additional candidates.

NEXTAFF Franchise

Except as described below, you are not obligated to purchase or lease from us or from any designated sources any items used in the establishment or operation of the Franchise. We will provide a list of our required standards and specifications for the operation of your NEXTAFF Franchise, as contained

in the Operations Manual or otherwise in writing, in order to protect and maintain the quality and uniformity of the System. You must strictly comply with our standards and specifications.

You must use only approved vendors designated by us, in our sole discretion, for direct mail marketing and to acquire or license for the software used to prepare and process your payroll for your Field Employees:

We do not currently receive any compensation for purchases from these approved vendors, but we reserve the right to do so in the future.

In addition, to the vendors described above, we require that you purchase the following items from us and we will contract with a service provider to provide these services to you:

Vendors	Traditional	Virtual	Conversion
Avionte	Required	Required	Required
Sense	Required	Required	Required
Microsoft	Required	Required	Required
Certain Promotional Material	Required	Required	Required
Staffing Referrals	Required	Required	Required
Power BI	Required	Required	Required
Indoor Signage	Required	Optional	Required
HubSpot	Required	Optional	Required
Lightcast	Required	Optional	Optional

We specify our currently approved vendors in our Operations Manual.

For traditional units, you must hire and continue to employ a full-time dedicated business development representative. If you do not have such a salesperson or dedicated appointment setting vendor in place, we may require you to use one of our appointment-setting service providers and you must pay us the costs associated with your use of such service providers.

If you want to buy or lease any item or service that we have not yet evaluated or approved or want to buy or lease from the supplier that we have not yet approved or designated, you must first send us, in writing, sufficient information, specifications, and samples so that we can determine whether that item or service complies with our standards and specification and/or whether the supplier meets our approved supplier criteria. We may charge you or the supplier a reasonable fee for the valuation and decide within a reasonable time (generally no more than 30 days) whether or not we approve or disapprove the item or service. We periodically will establish procedures for your request and may limit the number of approved items, services or suppliers, as we determine in our sole discretion.

Supplier approval might depend on product quality, delivery frequency and reliability or on service standards or financial capability or customer relation or concentration of purchases with limited suppliers to obtain better prices and service, and/or a supplier's willingness to pay us or our affiliate for the right to

do business with our system. We may inspect a proposed supplier's facilities during or after the approval process to make sure that the supplier meets our standards. If it does not, we may revoke our approval by notifying the supplier and you in writing. We have no obligation to approve any request for a new supplier, or for a new product or service.

We do negotiate discounted pricing from these vendors for the benefit of our franchisees. We do not receive any benefit for the negotiated discount pricing. Other than these discounts, you will not receive any material benefits from either the vendor or from us resulting from your use of these approved vendors.

We do not issue or make available our criteria for vendors to you or any other franchisee. For all other vendors, we furnish the names of preferred vendors for certain items, but you are not required to use these vendors and we receive no compensation for these purchases.

You are restricted to selling and offering only the Services that we have specifically approved in writing. We have and may continue to develop new Services for the System that are proprietary to the System and which may be identified by the Licensed Marks. To maintain the uniformity of the Services within the System, it is mutually beneficial for us to control the development and roll out of these Services. Therefore, if such services become a part of the System, you must use our proprietary Services and/or an approved vendor we designate.

If you operate your Traditional Franchise or Conversion Franchise in a location accessible and visible to the public, you must provide signage at your NEXTAFF Franchise identifying you as an independent contractor and a franchisee of the System. You must place this identification in the manner and form we require in writing periodically, on all contracts, forms, business cards, timesheets, letterhead, invoices, advertisements, marketing materials and other information disseminated to the public in a manner and form as we may require. We have a preferred vendor for the purchase of these items, but you are not required to use this vendor.

The cost of all purchases from our approved vendors is approximately five percent (5%) of all purchases made by you in establishing your NEXTAFF Franchise and approximately five percent (5%) of all purchases by you in operating your NEXTAFF Franchise.

If you operate your Traditional Franchise or Conversion Franchise in a location accessible and visible to the public, your NEXTAFF Franchise must be decorated in a manner and style in compliance with our specifications and requirements and in a manner and style that conveys good taste and professionalism. You must use in the operation of your NEXTAFF Franchise only those types of furniture, office materials, fixtures, computers, equipment and signage that we have approved for NEXTAFF Franchises as meeting our specifications and standards for appearance, function and performance. We develop the standards and specifications in our sole discretion. These specifications and standards are not issued to you or to vendors. However, approved types of furniture, materials, fixtures, equipment and signage are communicated to you periodically in writing.

In the fiscal year ending December 31, 2025, we received no revenue from approved vendors or service providers.

All the Direct Payroll Costs that we collected were paid to Field Employees or other third parties on behalf of the applicable franchisee. We did not receive any revenue from our collection of Direct Payroll Costs on behalf of our franchisees.

Other than as described above, we do not provide material benefits to you based on your use of designated or approved vendors or service providers.

We do not currently receive any compensation for purchases from designated or approved vendors or service providers, but we reserve the right to do so in the future.

None of our officers own any interest in any of the approved vendors or service providers.

There are currently no purchasing or distribution cooperatives.

ITEM 9

FRANCHISEE'S OBLIGATIONS

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND OTHER ITEMS OF THIS FRANCHISE DISCLOSURE DOCUMENT.

OBLIGATION	SECTION IN AGREEMENT	ITEM IN FRANCHISE DISCLOSURE DOCUMENT
a. Conversion.	Section 2	Item 7, 8 and 11
b. Relocation and Additional Locations.	Section 3	Item 8,11
c. Training.	Section 4	Item 11
d. Fees.	Section 8	Item 5 and 6
e. Compliance with standards and policies/Operations Manual.	Section 4	Item 11
f. Trademarks and proprietary Information.	Section 5	Item 13 and 14
g. Restriction on products/services offered.	Section 9	Item 8 and 16
h. Warranty and customer service requirements.	Section 9	Item 11
i. Ongoing product/service purchases.	Section 9	Item 8
j. Maintenance, appearance and remodeling requirements.	Section 9	Item 11
k. Insurance.	Section 9	Item 6 and 7
l. Advertising.	Section 10	Item 6 and 11
m. Indemnification.	Section 7	Item 6
n. Owner's participation/management/ staffing.	Section 9	Item 11 and 15
o. Records/reports.	Section 11	Item 11
p. Inspections/audits.	Section 12	Item 6 and 11
q. Transfer.	Section14	Item 17

OBLIGATION	SECTION IN AGREEMENT	ITEM IN FRANCHISE DISCLOSURE DOCUMENT
r. Renewal.	Section 15	Item 17
s. Post-termination obligations.	Section 17	Item 17
t. Non-competition covenants.	Section 13	Item 17
u. Dispute resolution.	Section 18	Item 17

ITEM 10

FINANCING

Except as described below, neither we nor any agent or affiliate, offers direct or indirect financing to you, guarantees any of your notes, leases or other obligations, or has any practice or intent to sell, assign or discount to a third party all or part of any of your financing arrangements.

As described above in Item 1, we own and collect all amounts due from the clients of your Franchise and employ the Field Employees of your NEXTAFF Franchise and pay the payroll due to those Field Employees on your behalf. In the staffing industry, this practice is often referred to as "financing" your payroll because we make these payments on your behalf. While this arrangement is not the typical financing arrangement contemplated by Item 10 of the FTC Franchise Rule or the NASAA Guidelines, we wish to make you aware that we "finance" your payroll in this manner as that term is customarily used in the staffing industry.

For new franchisees that qualify, and for existing franchisees that have operated for more than one year purchasing additional locations, NEXTAFF may finance a part of the franchise fees as follows:

SUMMARY OF FINANCING									
Item Financed Note 1	**Source of Financing**	**Down Payment**	**Amount Financed**	**Terms (Months)**	**Interest Rate**	**Monthly Payment**	**Security Required**	**Liability Upon Default**	**Loss of Legal Right Upon Default Note 2**
Franchise Fee	**NEXTAFF**	**25%**	**[Up to the amount of the initial franchise fee]**	**1 location – 12 months** **2 locations – 24 months** **3 locations – 36 months**	**Prime + 2%**	**Varies**	**None**	**None**	**[Termination of Franchise Agreement]**

Notes

Note 1. NEXTAFF will consider financing additional initial franchise fees on the basis of past performance and approval of an Expansion Territory Application.

Note 2. NEXTAFF does not offer financing that requires you to waive notice, confess judgment, or waive a defense against us.

Other than the above, we do not know whether you will be able to obtain financing for all or part of your investment and, if so, the terms of the financing. We do not receive direct or indirect payments for placing financing.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

1. Pre-Opening Obligations for Traditional Franchise

a. Development of a New Franchise

We must approve the site you select for any new Franchise. We will notify you of our approval or disapproval within 14 days after we receive all the information, we request for site approval (Franchise Agreement, Section 3). We generally consider the following factors in determining whether a site is approved: general location, traffic patterns, parking, size, and competitor analysis. If you fail to select a site in accordance with our requirements within 90 days of signing the franchise agreement, we may terminate the Franchise Agreement.

After a site has been approved, we will furnish you with specifications for your Franchise including specific requirements for signage and decor. We will also consult and otherwise assist you in making the premises of your site fit our specifications as well as conform to any local laws and regulations (Section 9 of Franchise Agreement).

b. Opening Support

NEXTAFF may, at our discretion, provide you with the services of one employee of NEXTAFF for four days at your Traditional Franchise for supervisory guidance regarding the sales, recruiting and operations of the Franchise. NEXTAFF has the right to determine the time or times this person is available to assist you (Paragraph C, Section 4 of the Franchise Agreement).

c. Dedicated Account Manager

You must hire a dedicated account manager / employee recruiter before opening your Franchise and this person must be someone other than you and/or the designated salesperson. We typically do not permit a franchisee who is an individual to serve in the role of dedicated account manager because we believe that the franchisee must be focused on sales to be successful.

d. Dedicated Business Development Representative

You must hire a dedicated business development representative before opening your Franchise and this person must be someone other than you and/or the dedicated Account Manager.

e. Pre-Opening Training

NEXTAFF provides pre-opening training that you, your account manager and business development representative must attend. The details of the entire training program are described in more detail below. We do not charge a fee for the initial training program, but you are solely responsible for the compensation, travel, lodging and living expenses you and your account manager and your business development representative incur while attending the initial training program or any supplemental or refresher training programs.

f. Supplemental Training

NEXTAFF currently does not, but reserves the right to, require you and your internal employees to attend and successfully complete additional training we deem necessary, should your NEXTAFF Franchise not meet the minimum performance standards and specifications. This may include third party training at your expense.

2. Pre-Opening Obligations for a Virtual and Conversion Franchise

a. Development of a New Franchise

We must approve the site you select for any new Franchise. We will notify you of our approval or disapproval within 14 days after we receive all information, we request for site approval (Franchise Agreement, Section 3). We generally consider the following factors in determining whether a site is approved: general location, traffic patterns, parking, size, and competitor analysis. If you fail to select a site in accordance with our requirements, we may terminate the Franchise Agreement.

After a site has been approved, we will furnish you with specifications for your Franchise including specific requirements for signage and decor. We will also consult and otherwise assist you in making the premises of your site fit our specifications as well as conform to any local laws and regulations (Section 9 of Franchise Agreement).

b. Pre-Opening Support

NEXTAFF will provide you with access to our project management software within Microsoft Teams that will assist you in a step-by-step process for your opening.

c. Pre-Opening Training

Custom-Fit Training Plan is required for all Virtual and Conversion franchisees. Unlike the standard New Franchisee Owner Plan, the Custom-Fit Training Plan is built specifically for each franchisee based on their prior experience and existing operations. The plan will be developed by NEXTAFF prior to opening. Completion is mandatory

d. Supplemental Training

NEXTAFF currently does not, but reserves the right to, require you and your internal employees to attend and successfully complete additional training we deem necessary, should your NEXTAFF Franchise not meet the minimum performance standards and specifications. This may include third party training at your expense.

3. Time for Opening a Franchise:

a. <u>New Traditional and Virtual Franchise</u>

The typical time between signing a Franchise Agreement and opening a NEXTAFF Franchise is 8-12 weeks. These time periods may vary depending upon factors including your ability to secure financing and non-payment of the initial franchise fees. If you do not have your Franchise open within 6 months after you sign the Franchise Agreement, we may terminate the Franchise Agreement.

b. <u>Conversion to NEXTAFF Franchise.</u>

If you operate an existing staffing office, we estimate that it will take from one to three months for the conversion of your existing staffing office to a NEXTAFF Franchise, but the interval may vary depending upon factors including completion of the improvements to the premises. If you do not convert your existing office to a NEXTAFF Franchise within the time specified in Exhibit A to the Franchise Agreement, we may terminate the Franchise Agreement.

4. During the Operation of your Franchise

a. <u>Operating Assistance and Performance.</u>

We will assist you as we deem appropriate in the overall operation of your Franchise in the following areas:

Operating

(i) Finance and Accounting

(ii) Marketing

(iii) Technology

(iv) Authorized Services

(v) Research (marketing, sales, and market data)

(vi) Employment Relations

(vii) Sales Promotion

Performance

(i) Recruiting

(ii) Sales

(iii) Account Management

(iv) Finance

We may also furnish guidance in our Operations Manual and informal bulletins and other written materials and consultations by phone or at our offices or your Franchise. We will advise you of operating

problems that we discover based on our routine inspections or through other examinations of your business operations (Paragraph D, Section 4 of Franchise Agreement).

b. Payroll Services Program.

As part of our Payroll Services Program, NEXTAFF will administer all accounting details and provide support services concerning payroll and payroll taxes for Field Employees. NEXTAFF does use a payroll service provider for some of these services.

You will bill clients for the Field Employees furnished by you and clients will be instructed to remit payment directly to NEXTAFF and you must enter your Field Employees payroll data on a weekly basis into our web-based software, including Field Employees pay and hours of work during each pay period. We will ensure that your payroll is processed and that all Field Employees are paid by Direct Deposit or Paycard. We do not issue physical payroll checks unless required by your state. We will provide the following payroll related functions:

(i) Processing, filing and payment of all local, state, and federal employment taxes;

(ii) Processing, filing and payment of both state and federal unemployment insurance;

(iii) Processing of all unemployment claims;

(iv) Processing and payment of worker's compensation insurance;

(v) Oversight of all worker's compensation claims;

(vi) processing and payment of other various insurance, garnishments and deductions; and

(vii) processing and payment of all direct deposit, payroll checks and paycards.

c. Billing and Collecting Accounts Receivables.

You must bill your clients and collect unpaid accounts receivable. We may, but are not obligated to, assist you in collecting your unpaid accounts receivable. Any bad debt accounts will be charged to you and your portion of the Collateral Reserve (Item 6, Note 3 and Paragraph B, Section 8 of Franchise Agreement). In the event your portion of the Collateral Reserve is insufficient, we may, but are not obligated to, loan you the amount of the uncollectible accounts receivable outstanding. Each loan to you will bear interest from the date of issuance at the lesser of the Prime rate plus five percent (5%) compounded annually or the highest rate permitted by applicable law. In addition, we may set off against any amount we owe to you any amount you owe to us.

d. Additional Personnel in Your Franchise.

For a Traditional Franchise, you must have two full-time employees, in addition to yourself, on staff the first day you open for business. Before the one-year anniversary of the date you open for business in your permanent Franchise (or convert to a NEXTAFF Franchise for conversion franchisees), it is recommended you or your designated manager complete the Certified Staffing Professional program issued through the American Staffing Association.

5. Advertising Program:

a. <u>Brand Fund.</u>

We direct all Brand Fund programs, with sole discretion over the creative concepts, over the development of advertising and marketing and public relations materials, over the media used and the placement and allocation of all advertising, marketing and public relations materials. We have the right to determine, in its sole discretion, the composition of any geographic territory and market areas for the development and implementation of advertising, marketing or public relations programs. The Brand Fund's programs and activities are intended to maximize the public's awareness of all NEXTAFF Franchises and we are under no obligation to ensure that you or any other Franchisee shall benefit directly or pro rata from the placement of such advertising, marketing or public relations programs and activities (Paragraph A, Section 10 of Franchise Agreement).

On the first Friday of the fourth month after signing your franchise agreement, you must contribute to the Brand Fund a minimum amount equal to the greater of $100 per week or 1% of Gross Wages. Your required contributions to the Brand Fund are subject to annual increases in our sole discretion up to a maximum of the greater of $100 per week or 1.50% of Gross Wages. All contributions to the Brand Fund are paid to us for utilization by us for the Brand Fund activities and programs and will be collected weekly. We reserve the right to retain your required monthly contribution to the Brand Fund from the balance payable to you as described in Item 6.

The media which the advertising may be disseminated includes, without limitation, print, point of purchase, radio, television, direct mail, electronic and billboard. The media coverage may be local, regional or national as we determine in our sole discretion. The creative development of advertising, marketing and public relations materials may be developed by us with our employees or by utilization of advertising or public relations agencies or consultants, as we determine in our sole discretion. You may purchase the advertising, marketing and public relations materials, direct mail materials, merchandising materials and any other materials or promotional items produced by the Brand Fund (Paragraph A, Section 10 of Franchise Agreement).

The Brand Fund may be used to meet all costs and expenses relating to the following programs and activities:

(i) Maintaining, administering, directing and preparing national, regional or local advertising materials, website development, or public relations materials and activities, including, without limitation, the cost of preparing all advertising and solicitation materials, programs and public relations materials and the creative concepts, the cost of conducting any advertising, marketing or public relations program or activity, the cost of preparing television, direct mail, magazine, billboard, newspaper, internet or any other media programs and activities;

(ii) Employing advertising agencies or utilizing our administrative personnel to perform advertising, marketing and public relations services, including the creative concepts;

(iii) Developing promotional brochures and advertising materials;

(iv) Conducting market research, testing and development of new services;

(v) Reimbursement of our administrative and personnel costs and the salaries and overhead associated with advertising, marketing, telemarketing, public relations, market research, product development and payment for consultants providing services and any expenses related thereto;

(vi) Any other advertising, marketing or public relations program designated by us and the development of any materials for any of these programs;

(vii) Any software or Software as a Service (SAAS) related to marketing;

(viii) Any dues for memberships in but not limited to American Staffing Association, Staffing Industry Analysts, National Federation of Independent Businesses, US Chamber of Commerce, International Franchise Association; and staffing and franchise roundtable and networking groups; and

(ix) Any expenses, including travel, related to Franchisee convention.

The Brand Fund is not our asset and is not a trust. We have no fiduciary obligation to you to administer the Brand Fund. We may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Brand Fund in that year. We may make loans to the Brand Fund and if done so, the Brand Fund will be required to pay that amount back to us. We will cause the Brand Fund to invest any surplus for future use by the Brand Fund.

We will account for the Brand Fund separately and it will not be used to defray any of our general operating expenses, except for salaries, administrative costs and overhead that we may incur in the development of advertising, marketing and public relations materials and in activities related to the administration or direction of the Brand Fund or in the administration or direction of any of its programs and activities as outlined above, and for collecting and accounting for contributions to the Brand Fund. NEXTAFF will prepare an annual report on the usage of the Brand Fund which will be made available to you by April of each year for the preceding year's expenditures. If, at the end of any fiscal year, there is a surplus in the Brand Fund, we will use the surplus to pay back any outstanding liabilities pertaining to the Brand Fund. If any surplus remains after the outstanding liabilities are paid, that surplus will be carried over to the next year's Brand Fund.

Although the Brand Fund is intended to be perpetual, we may terminate the Brand Fund at any time in our sole discretion. The Brand Fund will not be terminated until all contributions paid to the Brand Fund have been expended for the activities of the Brand Fund.

We will prepare an unaudited annual report of the operations of the Brand Fund, which will be available to you upon reasonable request.

During the fiscal year ending December 31, 2024, the Contributions were spent as follows: .32% on communications, 1.23% on consulting, 1.52% on content development and design, 5.16% on the franchise conference, 2.64% on general marketing, 3.12% on industry membership dues, 5.91% on lead services, 49.20% on marketing salaries; 1.53% on social media and press releases, 27.18% on software as a service and 2.18% on website hosting.

b. Local Advertising Spend

You are not required to spend any minimum amount on local advertising; however, local classified ads are recommended for candidate recruiting (Paragraph B, Section 10 of Franchise Agreement).

c. Local or Regional Advertising Cooperatives

NEXTAFF does not currently have any plans to establish an advertising cooperative but reserves the right to do so in the future.

d. Advertising Approval

You must submit to us for our prior written approval samples of all advertising and promotional materials not prepared or previously approved by us. This does not apply to help wanted classified advertising. If written approval is not granted within five business days from the date of our receipt of such materials, the materials will be deemed to have been approved. You may not use any advertising or promotional materials that have not been approved by us (Paragraph D, Section 10 of Franchise Agreement).

e. Advertising Council

We do not have a franchisee advertising council that advises us on advertising policies.

6. Computer Hardware and Software

You must obtain and use the computer hardware and software complying with specifications that we periodically establish, including hardware components, staffing software, accounting software, printers, and other computer-related accessories (the "Computer System"). You will use the Computer System to maintain and operate the NEXTAFF Franchise equipment and related technology. The Computer System may store some data and information about the NEXTAFF Franchise clients, finances and operations based on information you input. You also must have a functioning email address so that we can send you notices and otherwise communicate with you by this method. We do not have access to the information generated by the Computer System.

The following table lists the minimum Computer System requirements:

Component		Minimum Required
Computers		1 PC per internal employee and 1 application kiosk
CPU Processor Speed		Intel (or equivalent) 2.4 gigahertz (GHz) processor or higher as required for local Microsoft Office applications
Memory		32 gigabytes (GB) of RAM
Hard Disk		512 gigabytes (GB) SSD Hard Drive available disk space for file storage.
Display		19" 1280 x 800 resolution single monitor.

Component		Minimum Required
Operating System		Windows 11 Professional 32-bit with Service Pack (SP) 1
Printer		1 Color network laser printer

If you are a Conversion franchisee, we assume that you are currently in business providing some, if not all, of the Services and that you currently own some, if not all, of the computer equipment necessary to operate a NEXTAFF Franchise. For a Conversion franchise, the cost of the Computer System will be in the range of $0 to $3,800.

If you are a new Traditional Franchise, we assume you will need to purchase a majority, if not all, of the computer equipment necessary to operate a NEXTAFF Franchise. For a new Traditional franchise, the cost of the Computer System will be in the range of $4,434 to $5,423.

If you are a new Virtual Franchise, we assume you will only need the minimum computer equipment necessary to operate a NEXTAFF Franchise. For a new Virtual franchisee, the cost of the Computer System will be up to $1,678.

You may obtain the computer hardware from any vendor so long as it meets our requirements. Industry standards are constantly changing, which affects the price of the Computer System.

As set forth below, you must obtain certain computer software from a vendor approved by us.

For Traditional Franchises, we charge technology fees on behalf of our third-party vendors. Current required technology vendors are Avionte' $185 per month per user, plus $6.15 per month per active field employee on assignment; Microsoft $48.75 per month per user; Lightcast $187 per month per Franchise; HubSpot $160 per sales user per month, plus additional costs over 500 contacts; eSkill cost varies per month and/or per Field Employee as needed; Staffing Referrals $85 per month per user; Sense $39.80 per user per month; Power BI $10 per month per franchise.

Optional technologies are: Apollo $80 per month per Franchise; Indeed Resume' is optional, the cost is $120/month per user for 30 credits or $400/month for 100 credits.

For Virtual Franchises, we charge technology fees on behalf of our third-party vendors. Current required technology vendors are Avionte' $185 per month per user, plus $6.15 per month per active field employee on assignment; Microsoft $48.75 per month per user; Sense $39.80 per user per month; Staffing Referrals $85 per month per user; Power BI $10 per month per franchise.

Optional technologies are: Apollo $80 per month per Franchise; Indeed Resume' is optional, the cost is $120/month per user for 30 credits or $400/month for 100 credits; Lightcast $187 per month per Franchise; HubSpot $160 per sales user per month, plus additional costs over 500 contacts; eSkill cost varies per month and/or per Field Employee as needed.

For Conversion Franchises, we charge technology fees on behalf of our third-party vendors. Current required technology vendors are Avionte' $185 per month per user, plus $6.15 per month per active field employee on assignment; Microsoft $48.75 per month per user; Lightcast $187 per month per Franchise; HubSpot $160 per sales user per month, plus additional costs over 500 contacts; eSkill cost varies per month

and/or per Field Employee as needed; Staffing Referrals $85 per month per user; Sense $39.80 per user per month; Power BI $10 per month per franchise.

Optional technologies are: Apollo $80 per month per Franchise; Indeed Resume' is optional, the cost is $120/month per user for 30 credits or $400/month for 100 credits.

If you choose to opt-in, we will collect the fees from you and remit them to the vendor.

You must purchase QuickBooks Plus, which is a cloud-based product and does not require software ($40 per month, per user). All fees regarding the Internet-based QuickBooks software will be your sole responsibility.

You may obtain Internet based services through any Internet service provider for which you will pay a monthly fee. The payment of all costs incurred regarding Internet-based services is your sole responsibility. The amount of any applicable third-party service fees is unknown and may vary depending on the Internet service provider you choose, and the services offered.

The computer system will transmit sales, billed time and other payroll-related information to us electronically and must be made available to us not less than once a week on Wednesday at 8:00AM Central Time.

Despite your obligation to buy, use, and maintain the Computer System according to our standards and specifications, you have sole and complete responsibility for the acquisition, operation, maintenance, upgrading of the computer system, and obtaining an Internet service provider. Neither we, nor any affiliate or third party, is obligated to provide ongoing maintenance, repairs, upgrades or updates for the computer system. We currently do not require that you purchase a maintenance, repair, upgrade or update service contract for the computer system, but we reserve the right to do so in the future. We reserve the right to change the computer system requirements at any time.

7. Operations Manual.

NEXTAFF provides to you, during the term of the Franchise Agreement, access to its electronic Operations Manual, which may consist of one or more handbooks or manuals, and other written materials (collectively the "Operations Manual") for NEXTAFF Franchises. NEXTAFF may furnish the Operations Manual electronically in its discretion. The Operations Manual contains mandatory and suggested specifications, standards and operating procedures prescribed by NEXTAFF for NEXTAFF Franchises and information relative to your other obligations. NEXTAFF has the right to modify the Operations Manual to reflect changes in products, services, specifications, standards and operating procedures, including marketing techniques, of a NEXTAFF Franchise. No addition or modification may alter your fundamental status and rights. You must keep one copy of the Operations Manual current and the master copy of the Operations Manual maintained by NEXTAFF at its principal office controls if there is a dispute relative to the contents of the Operations Manual (Paragraph H, Section 4 of Franchise Agreement).

Upon your request, before purchasing a franchise, you may view the Table of Contents of the Operations Manual.

If you purchase a Traditional Franchise, the initial training program consists of: (i) 20 hours of sales training; (ii) 20 hours of recruiting training; (iii) 20 hours of staffing/filling client needs; (iiii) 10 hours of leadership, management, and staffing finance training all via LMS, Teams calls, and/or telephone. You, your account manager and business development representative must attend the initial training.

If you purchase a Virtual or Conversion Franchise, all training will be required as well.

For all Franchise types, we recommend that your future employees attend training, but it is not required. The training topics are updated frequently and therefore can affect the exact times reflected above.

We may require you or your manager to continue training for up to 10 additional days at an onsite location. The initial training program includes instruction relating to the operation of the Franchise, understanding the Services, costs and cash control, client service, comprehensive marketing and sales programs, accountability for sales and marketing, field employee scheduling and methods of controlling operating costs. Initial training will cover management roles as well as each job function of your employees.

The initial training program is conducted by a qualified training staff of NEXTAFF working under the supervision of NEXTAFF (Paragraph A, Section 4 of the Franchise Agreement). Initial training will be conducted as soon as possible but no later than three months after you sign your Franchise Agreement. The initial training program consists of the following:

[The remainder of this page intentionally left blank]

TRAINING PROGRAM

The instructors of our training program are James Windmiller, Lauren Macy and Skyler Windmiller.

James Windmiller has been with Nextaff since 2004.

Skyler Windmiller has been with Nextaff 2022 and has 4 years of experience in the staffing and recruiting industry. From February 2019 to April 2021, he was a Teacher and Coach in the Arlington Independent School District (TX). From January 2018 to January 2019, he was a College Football Coach and Graduate Student at Southwestern Oklahoma State University.

Lauren Macy has been with Nextaff Group, LLC since 2022 and has 30 years of experience in the staffing industry.

Other staff, service providers and vendors will assist with training. The initial training program is offered throughout the year and will be scheduled depending upon the number of franchisees requesting training.

NEXTAFF will evaluate your personal abilities and qualifications during our initial training. Our evaluation may include a variety of tests to assess your aptitude for operating a Franchise. If we determine, in our sole discretion, that you do not meet our qualifications, we reserve the right to terminate the Franchise Agreement and refund your initial franchise fee. Similarly, we will evaluate the personal abilities and qualifications of your manager during our initial training. If we determine, in its sole discretion, that any manager is not qualified to manage your Franchise, we will notify you so that you may select and enroll a substitute manager in the training program (Paragraph A, Section 4 of Franchise Agreement).

If, during any training program, you determine that your experience, personal abilities and qualifications should excuse you from certain sections of training you may request in writing to do so. If we determine, in our sole discretion, that you do meet our qualifications, we may grant that waiver.

After the opening of the Franchise, NEXTAFF provides training prescribed by NEXTAFF as to frequency and time to any manager of the Franchise. NEXTAFF has the right to assess you reasonable charges for this training. NEXTAFF has the right to require that you (or the managing partner, shareholder or managing member) and any manager or assistant managers attend supplemental and refresher training programs during the term of the Franchise Agreement, to be furnished at a time and place NEXTAFF designates. NEXTAFF also has the right to assess you reasonable charges for supplemental or refresher training (Paragraph A, Section 4 of Franchise Agreement).

If NEXTAFF holds an annual event training meeting, you or your qualified representative must attend. If you or your qualified representative do not attend the annual event training meeting and you request additional training subsequent to the annual event training meeting, NEXTAFF has the right to charge you a fee for the additional training.

ITEM 12

TERRITORY

The Franchise Agreement grants you the right to operate a Traditional, Virtual or Conversion NEXTAFF Franchise that we approve within a defined industry vertical. The three distinct industry verticals are (1) “Commercial”, which includes Industrial, Office, Clerical, Administrative, Professional and Managerial, (2) “Healthcare”, which includes clinical healthcare positions, and (3) “Technology”, which includes Information Technology).

In the future, we may decide to offer additional verticals, which may include, but is not limited to, Travel Nursing, In-home Health, Transportation, Skilled Trades and Education. If we do offer additional verticals to you in the future, we may charge a “Vertical Fee” to you, for you to add additional verticals and to cover our costs in adding this additional vertical. You will also be required to complete the expansion application and complete additional training specific to that vertical. You may also be required to sign a new Exhibit A to your franchise agreement.

For the Traditional Commercial vertical, you will receive a defined geographic area, which is determined by boundaries established by county and/or zip codes and/or other boundary limitations that will be detailed to you prior to signing the Franchise Agreement (the "Territory”). The Territory (including the designated industry vertical) and the physical location of the Franchise is set forth in Exhibit A to the Franchise Agreement.

For the Traditional Commercial vertical, your Territory will be an exclusive territory with respect to the industry vertical that you are granted. During the term of the Franchise Agreement, if you are in compliance with the Franchise Agreement and any other agreements you and your affiliates may have with us and our affiliates, we will not open or authorize another person to open a Nextaff Franchise or provide the Services or sell the Services in your industry vertical within your Territory. Similarly, during the term of the Franchise Agreement, you will not be permitted to open a Nextaff Franchise or provide the Services or sell the Services outside your industry vertical or outside the geographic area that constitutes your Territory.

You will not receive an exclusive territory with respect to any industry vertical that is outside of the industry vertical granted to you in your Territory, and you may face competition from other franchisees, from outlets we own or from other channels of distribution or competitive brands that we control with respect to any industry vertical that is outside of the industry vertical granted to you in your Territory.

You must operate the NEXTAFF Franchise only at the approved location, and you cannot relocate the NEXTAFF Franchise without first obtaining our written consent. In deciding whether or not to approve the relocation of your Franchise, we generally consider the general location, traffic patterns, parking, size, and competitor analysis. You may not establish or operate another NEXTAFF Franchise unless you enter into a separate Franchise Agreement for that NEXTAFF Franchise.

We reserve the following rights:

(1) To operate or to grant other persons not in your industry vertical the right to operate NEXTAFF Franchises at locations and on terms and conditions as we determine within the geographic area that is included in your Territory; and

(2) To advertise and promote and to authorize other persons the right to advertise and promote the System within and outside your Territory;

(3) To create, operate, maintain, modify or discontinue the use of websites using the Licensed Marks; and

(4) To obtain Strategic Accounts (see description of Strategic Accounts and commissions in Item 6, Note 9)

We are not required to pay you if we exercise any of these rights.

For Virtual Healthcare and Technology verticals, you will not receive an exclusive territory and will be required to sign Exhibit K – Virtual Unit Addendum which will grant you the right to operate a Nextaff Franchise in the Healthcare or Technology vertical but will not provide any territorial protection. For Virtual Franchises, you will receive client protection which could entitle you to Strategic Account Commission as defined in Item 6 – Note 9.

In Exhibit C attached to your Franchise Agreement, we establish certain Minimum Performance Standards for your Territory. The Minimum Performance Standards may vary based on the characteristics of the Territory but will generally require that you generate a specific minimum Gross Wages per year, After your first full year of operation, if you fail to meet the Minimum Performance Standards set forth in the Franchise Agreement at Exhibit C you are in default of the Franchise Agreement and subject to the loss of certain other rights, such as a reduction in the size of your Territory, and/or the termination of this he Franchise Agreement (Section 1 of Franchise Agreement). Upon renewal, the Minimum Performance Standards (described above) may be modified. Depending on the demographics of the Territory at the time of renewal, and on our standards for exclusive areas at the time of renewal, if the Territory originally granted to you is larger than the area we are then granting to new franchisees, we may require you to accept an increase in Minimum Performance Standards which is more than originally granted for the initial term of your Franchise Agreement.

You have no options, rights of first refusal or similar rights to acquire additional franchises.

ITEM 13

TRADEMARKS

NEXTAFF grants you the right to operate your business under the name NEXTAFF™ pursuant to the terms of the Franchise Agreement and authorizes you to incorporate the name NEXTAFF into your trade name in accordance with the standards we provide in our operating manual or in a manner that is approved by us. You may also use NEXTAFF's other current or future trademarks to operate your NEXTAFF Franchise. By Licensed Marks, we mean the design mark, trade names, trademarks, service marks and logos used to identify your NEXTAFF Franchise. The Licensed Marks are owned by Nextaff One, LLC. You are prohibited from creating a domain name using the Licensed Marks.

The following table sets forth the status of applications for federal registration with the U.S. Patent and Trademark Office ("USPTO") on the Principal Register of those marks licensed to you. The marks are not registered in any state and no state registration applications are pending.

MARK	APPLICATION DATE	SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.
NEXTAFF	September 12, 2003	78/299,531	January 18, 2005	2,920,094
X-FACTOR	June 9, 2017	87/481063	January 9, 2018	5,374,866

All required affidavits have been filed in a timely manner. A certificate of registration of a mark upon the Principal Register constitutes prima facie evidence of the validity of the registered mark and of the registration of the mark, of the registrant's ownership of the mark, and of the registrant's exclusive right to use the registered mark in commerce on or in connection with the goods or services specified in the certificate of registration, subject to any conditions or limitations stated in the certificate.

The following table sets forth the principal logo mark for which we do not have a federal registration. Therefore, this mark does not have many legal benefits and rights as a federally registered trademark. If our right to use this mark is challenged, you may have to change to an alternative mark, which may increase your expenses.

MARK	DATE OF FIRST USE	SERIAL NO.	REGISTRATION DATE	REGISTRATION NO.
NEXTAFF®	January 1, 2004	N/A	N/A	N/A

There is presently no effective determination of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, of any pending infringement, dilution, opposition or cancellation proceeding or any pending material litigation involving trademarks, service marks, trade names, logo-types or other commercial symbols which is relevant to the use of the Licensed Marks in any state; and no agreements exist which significantly limit in any manner material to you, the rights of NEXTAFF to use or license the use of the Licensed Marks, names, logos or symbols.

NEXTAFF may establish new marks in the future and you must use and display these marks in accordance with specifications and bear all costs associated with any changes to Licensed Marks or introduction of new marks. You must follow NEXTAFF's rules when you use these marks. You may use a name or mark as part of a trade name or corporate name with modifying words, designs or symbols as long as such use is in accordance with our standards or we approve such use in advance. You may also use the NEXTAFF name in the sale of certain products or services if authorize such use in writing. You may also use any other mark, name, commercial symbol or logo-type in connection with the operation of your NEXTAFF Franchise if we approve such use in advance.

NEXTAFF has registered the domain name "nextaff.com." NEXTAFF is the lawful and sole owner of the domain "nextaff.com" which domain name incorporates our trademark NEXTAFF. You must not register the trademark NEXTAFF or any of the Licensed Marks now or hereafter owned by NEXTAFF or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names, including, but not limited to, generic and country code top level domain names available at the present time or in the future. NEXTAFF retains the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Licensed Marks. You shall not, without NEXTAFF's approval, (a) link or frame our website; (b) conduct any business or offer to sell or advertise any products or services on the worldwide web; and (c) create or register any Internet domain name in connection with your franchise.

You shall not contest, directly or indirectly, NEXTAFF's ownership of the Licensed Marks, trade secrets, methods and procedures, which are a part of the NEXTAFF System. You shall not register, seek to register or contest NEXTAFF's sole right to register, use and license others to use the marks, names, information and symbols.

You must immediately notify NEXTAFF of any apparent infringement of or challenge to your use of any Licensed Marks, and NEXTAFF has sole discretion to take any action it deems appropriate.

There are no infringing uses known to NEXTAFF which could materially affect your use of the Licensed Marks in any state where the business is to be located.

Your right to use the Licensed Marks is derived solely from the Franchise Agreement and is limited to the conduct of your business in compliance with the Franchise Agreement.

All usage of the Licensed Marks by you and any goodwill established inures to the exclusive benefit of NEXTAFF. You may not, at any time during the term of the Franchise Agreement or after its termination or expiration, contest the validity or ownership of any of the Licensed Marks or assist any other person in contesting the validity or ownership of any of the Licensed Marks.

All provisions of the Franchise Agreement applicable to the Licensed Marks apply to any additional trademarks, service marks, logo forms and commercial symbols authorized for your use.

You must use the Licensed Marks as the sole identification of the Franchise, but you must identify yourself as the independent owner in the manner prescribed by NEXTAFF. You may not use any Licensed Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form, nor may you use any Licensed Mark in the sale of any unauthorized product or service or in any other manner NEXTAFF does not expressly authorize in writing.

You must notify NEXTAFF immediately in writing of any apparent infringement of or challenge to your use of any Licensed Mark or claim by any person of any rights in any Licensed Mark or any similar trade name, trademark or service mark of which you become aware. You may not communicate with any person other than NEXTAFF and its counsel regarding any infringement, challenge or claim. NEXTAFF has sole discretion to take any action it deems appropriate and the right to exclusively control any litigation, USPTO proceeding or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. You must execute all documents, render assistance and do all acts and things advisable to protect and maintain the interests of NEXTAFF in any litigation, USPTO proceeding or other administrative proceeding or to otherwise protect and maintain the interests of NEXTAFF in the Licensed Marks.

NEXTAFF will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding in which your use of any Licensed Mark in compliance with the Franchise Agreement is held to constitute trademark infringement, unfair competition or dilution, and for all reasonable costs you incur in the defense of any claim brought against you or in any proceeding in which you are named as a party, if you have timely notified NEXTAFF of the claim or proceeding and have otherwise complied with the Franchise Agreement and if NEXTAFF has the right to defend any claim. If NEXTAFF defends the claim, NEXTAFF has no obligation to indemnify or reimburse you for any fees or disbursements to any attorney retained by you.

If it becomes advisable at any time, in NEXTAFF's sole discretion, for NEXTAFF and/or you to modify or discontinue use of any Licensed Mark, and/or use one or more additional or substitute trademarks or service marks, you must comply within a reasonable time after notice by NEXTAFF, and the sole obligation of NEXTAFF in any event shall be to reimburse you for the out-of-pocket costs of complying with this obligation.

There may be infringing uses in regional markets by third parties who may be utilizing the name NEXTAFF and this use would not be under a federal registration, but by application of common law trademark rights. If the use in local markets was determined to be before NEXTAFF's use, NEXTAFF and franchisees may be prohibited from utilizing the marks, names, logos or symbols within the market of the prior use.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the franchise. NEXTAFF claims copyrights in the Operations Manual, advertising and marketing materials and similar items used in operating your NEXTAFF Franchise. NEXTAFF has not registered these copyrights with the U.S. Register of Copyrights but need not do so at this time to protect them. You may use these items only as we specify while operating your NEXTAFF Franchise. You do not have any rights, including rights to compensation, under the Franchise Agreement, if NEXTAFF requires you to modify or discontinue using the subject matter covered by the copyright.

NEXTAFF possesses certain proprietary or confidential information relating to the operation of NEXTAFF Franchises, including processes, methods, techniques, and other information which is valuable and considered by NEXTAFF as confidential information ("Confidential Information"). NEXTAFF discloses to you Confidential Information through its training program, the confidential Operations Manual, guidance to you during the term of the Franchise Agreement and otherwise, solely for your use in the development and operation of the business during the term of the Franchise.

You will not acquire any interest in the Confidential Information other than the right to utilize it in your NEXTAFF Franchise and will not have the right to use any Confidential Information in any other business or capacity. You must maintain the absolute confidentiality of the proprietary information during and after the term of the Franchise Agreement and must not make any unauthorized copies of any portions of information. You must adopt and implement all reasonable procedures prescribed by NEXTAFF to prevent unauthorized use, duplication, or disclosure of NEXTAFF's Confidential Information, and to require any employees of yours who have access to Confidential Information to sign non-disclosure and non-competition agreements, to the extent permitted by law (see Exhibit B of Franchise Agreement).

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

For Traditional Franchises, before opening your Franchise, you must hire a dedicated account manager/employee recruiter, and this person must be someone other than the designated salesperson. We do not permit a franchisee who is an individual to serve in the role of dedicated account manager because we believe that the franchisee must be focused on sales to be successful. You must also hire a dedicated business development representative.

The Franchise must at all times be under your direct, day-to-day, full-time supervision (or, if you are a partnership, corporation, or limited liability company, a managing partner, shareholder, or managing member who NEXTAFF approves and who satisfactorily completes the training program) or an operating manager who NEXTAFF approves and who satisfactorily completes the NEXTAFF training program. If an operating manager supervises the Franchise, you (or the managing partner, shareholder or managing member) must remain active in overseeing the operations of the Franchise conducted under the supervision of the manager, unless the Minimum Performance Standards have been achieved (see Item 12 and Exhibit C of Franchise Agreement). NEXTAFF must approve the hiring of any operating manager. Your equity owners (or your spouse) may be required to sign our Guaranty and Assumption of Obligations as a personal guarantee of the obligations of the Franchisee under the Franchise Agreement.

The person who is responsible for the day-to-day supervision of the Franchise (i.e., the managing partner, shareholder, managing member, or the approved manager) assumes responsibilities on a full-time

basis and may not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with your obligations.

The person who is responsible for the day-to-day supervision of the Franchise is required to be physically located at the premises during operating hours. The person who is responsible for the day-to-day supervision of the Franchise is not required to own an equity interest in the Franchise.

If at any time you do not manage the Franchise (or if you are a partnership, corporation, or limited liability company, the managing partner, shareholder, or managing member) or an approved manager who satisfactorily completes NEXTAFF training program does not manage the Franchise, NEXTAFF is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchise on your behalf. NEXTAFF appointment of a manager of the Franchise does not relieve you of your obligations under the Franchise Agreement or constitute a waiver of NEXTAFF right to terminate the franchise. NEXTAFF is not liable for any debts, losses, costs or expenses you incur in the operation of the Franchise or to any of your creditors for any products, materials, supplies or services purchased or provided by the Franchise while it is managed by a NEXTAFF appointed manager. NEXTAFF has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

All ideas, concepts, techniques and materials concerning a NEXTAFF Franchise, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property and part of our system, and a work made-for-hire for us. To the extent any item does not qualify as a "work made-for-hire" for us, you assign ownership of that item and all related rights to that item, to us and must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must only offer for sale products and services that generally relate to the Services within your chosen Vertical or other products or services provided in the staffing industry or that we specifically approve of and determine to be appropriate for NEXTAFF Franchises. All products and services must be marketed and provided in conformity with our specifications and standards. You must maintain and actively operate your NEXTAFF Franchise to maximize its full potential.

NEXTAFF may conduct market research and testing to determine consumer trends and the salability of new services. You must cooperate by participating in NEXTAFF market research programs, test marketing new services and providing us with timely reports and other relevant information regarding market research.

You may not, without prior written approval by NEXTAFF, use the premises you occupy for any purpose other than the operation of a NEXTAFF Franchise.

NEXTAFF may add additional services to be offered through the NEXTAFF Franchises and after notice you must offer these additional services. There are no limits or restrictions on our right to add additional services or to make changes to existing services. The additional services will not materially detract or alter the general appearance and function of your NEXTAFF Franchise.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term.	Section 2.A	Term of Franchise Agreement is 5 years.
b. Renewal or extension of the term.	Section 16.A	If you are in good standing and have substantially complied with the Franchise Agreement during the term, you can add four additional five-year terms. There is no fee for renewal or extension.
c. Requirements for franchisee to renew or extend.	Section 16.B	You must give us timely notice and must comply with conditions of renewal which include but are not limited to signing a new franchise agreement, a release (if law allows) and other documents we use to grant new franchises. We may require you to cure deficiencies in the operation of your NEXTAFF Franchise as a condition of renewal or we may determine a deficiency is not curable and you would therefore not be allowed to renew. If you meet the conditions for renewal at the expiration of the initial term, you will be asked to sign a new franchise agreement that may contain terms and conditions materially different from those in your current Franchise Agreement, such as (1) differences in the territory rights granted to you which may be a reduction of your Territory, (2) increases in the Minimum Performance Standard (see Item 12), and (3) increases in advertising contributions.
d. Termination by franchisee.	N/A	Some states have franchise laws that provide termination rights to you.
e. Termination by franchisor without cause.	Section 17.A.	N/A
f. Termination by franchisor with cause.	Section 17.B	Each of your obligations under the Franchise Agreement is a material and essential obligation, the breach of which may result in termination. The provision of termination upon bankruptcy may not be enforceable under Federal Bankruptcy law.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
g. "Cause" defined – curable defaults.	Section 17.B	You will have 30 days to cure the following defaults: nonpayment of fees; failure to renew or extend lease or otherwise fail to maintain possession of the Franchise or loss of right to occupy premises of the Franchise; failure to attend training, unauthorized use of Licensed Marks; failure to comply with any requirements of the Franchise Agreement; if the amounts due to us for Direct Payroll costs and other items exceeds the face value of the receivables due from your clients which are less than 90 days old; failure to observe our standards and specifications, unauthorized assignment of this Agreement or an ownership interest; failure to timely pay any amounts due NEXTAFF or any person; failure to timely submit financials statements, reports or other information; failure to open and operate the Franchise; failure to obtain and maintain required insurance; operation of Franchise in manner that presents health or safety hazard; violation of any of the covenants or failure to meet the Minimum Performance Standards.
h. "Cause" defined – non-curable defaults.	Section 17.A	Non-curable defaults include: if you or the Franchise is declared bankrupt or judicially determined to be insolvent, make a general assignment for the benefit of creditors, or you admit to your inability to pay your debts as they become due; failure to operate the Franchise for 5 consecutive days; any material misrepresentation relating to the acquisition of the franchised business; engaging in business which will reflect materially and unfavorably upon the operation and reputation of the System, failure to comply, for a period of 10 days after notification of noncompliance, with any federal, state or local law or regulation applicable to the operation of the Franchise; failure on more than 3 separate occasions within any 12 month consecutive period to comply with a material provision of this Agreement, whether or not failure to comply is corrected after notices are sent; the Franchise is seized, taken over or foreclosed by a creditor, lienholder or lessor, provided that a final judgment against you remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed), levy of execution has been made upon the Franchise or upon the property used in the franchised business and it is not discharged within 5 days, you are convicted of a felony or any crime NEXTAFF believes will likely have adverse effect on the system, if any threat or danger to public health or safety is not immediately cured or

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
		removed. The provision for termination upon bankruptcy may not be enforceable under Federal Bankruptcy Law.
i. Franchisee's obligations on termination/ nonrenewal.	Section 18.A – Section 18.F	Termination of the Franchise Agreement will require removal of identification, payments of amounts due and return of Operations Manual and Confidential Information.
j. Assignment of contract by franchisor.	Section 15.A	No restriction on NEXTAFF's right to assign.
k. "Transfer" by franchisee - definition.	Section 15.B	Includes transfer of contract or assets or ownership change.
l. Franchisor approval of transfer by franchisee.	Section 15.B	NEXTAFF has the right to approve all transfers.
m. Conditions for franchisor approval of transfer.	Section 15.C	New franchisee qualifies and assumes all obligations, all amounts owed are paid, transfer fee paid, training arranged, release signed by you, current agreement signed by new franchisee, lease assigned (if applicable), you sign non-compete agreement and agree to subordinate assignee's obligations. No transfer fee for transfer to immediate family member.
n. Franchisor's right of first refusal to acquire your business.	Section 15.G	NEXTAFF can match any offer for Franchisee's business.
o. Franchisor's option to purchase your business.	N/A	In case of termination or nonrenewal, we may be required to purchase assets at market value. Subject to state law.
p. Death or disability of franchisee.	Section 15.D	Franchise must be assigned by estate to an approved buyer in 12 months.
q. Non-competition covenants during the term of the franchise.	Section 14.A	No involvement in any business that provides Services anywhere in U.S.

PROVISION	SECTION IN FRANCHISE AGREEMENT	SUMMARY
r. Non-competition covenants after the franchise is terminated or expires.	Section 14.C	No involvement in any business that provides Services for 2 years within 60 miles of your location or within 60 miles of another NEXTAFF Franchise.
s. Modification of the agreement.	Sections 5.H and 18.M	No modifications generally, except in writing. Operations Manual may be modified.
t. Integration /merger clause.	Section 19.N	Only the terms of the Franchise Agreement are binding (subject to state law). Nothing in the Franchise Agreement or in any related agreement is intended to disclaim the representations made in the franchise disclosure document.
u. Dispute resolution by arbitration or mediation.	Section 19.F	Except for actions brought by us for monies owed, injunctive or extraordinary relief, or actions involving real estate, all disputes must be mediated at our headquarters in Overland Park, KS. You are limited to the recovery of actual damages. Subject to state law.
v. Choice of forum.	Section 19.L	Litigation must be in the state courts of Johnson County, Kansas or in the federal district court in Johnson County, Kansas. Subject to state law.
w. Choice of law.	Section 19.G	The Franchise Agreement requires application of Kansas law. Subject to state law.

ITEM 18

PUBLIC FIGURES

NEXTAFF does not use any public figure to promote its 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 buyer; 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.

This financial performance representation discloses historical information regarding the average of Hours Billed, Gross Revenue, and Gross Profit % (all terms defined below) for 24 Units open and operating during the 12-month period ending December 28, 2025 (the "Measurement Period") and open at the time of this document's filing. The 14 Traditional Units include 14 franchisee-owned Units. The All Units include 24 franchisee-owned Units.

For purposes of this Item 19, we use the following defined terms.

"Hours Billed/Week" is hours worked by Field Employees and charged to Clients of a Nextaff Unit.

"Gross Revenue" is all money and other consideration paid for the Services provided to Clients of a Nextaff Unit.

"Gross Profit % (Percentage)" for a Nextaff Unit equals Gross Profit $ divided by Gross Revenue, expressed as a percentage.

Traditional Units

During the Measurement Period:

TRADITIONAL	Averages for Top 20% of Offices	Median	Averages for Top 50% of Offices	Median
Hours Billed/Week	4,522	4,302	2,658	1,658
Gross Revenue	$5,151,086	$4,923,815	$3,037,717	$1,882,893
Gross Profit %	16.78%	16.05%	17.06%	16.21%

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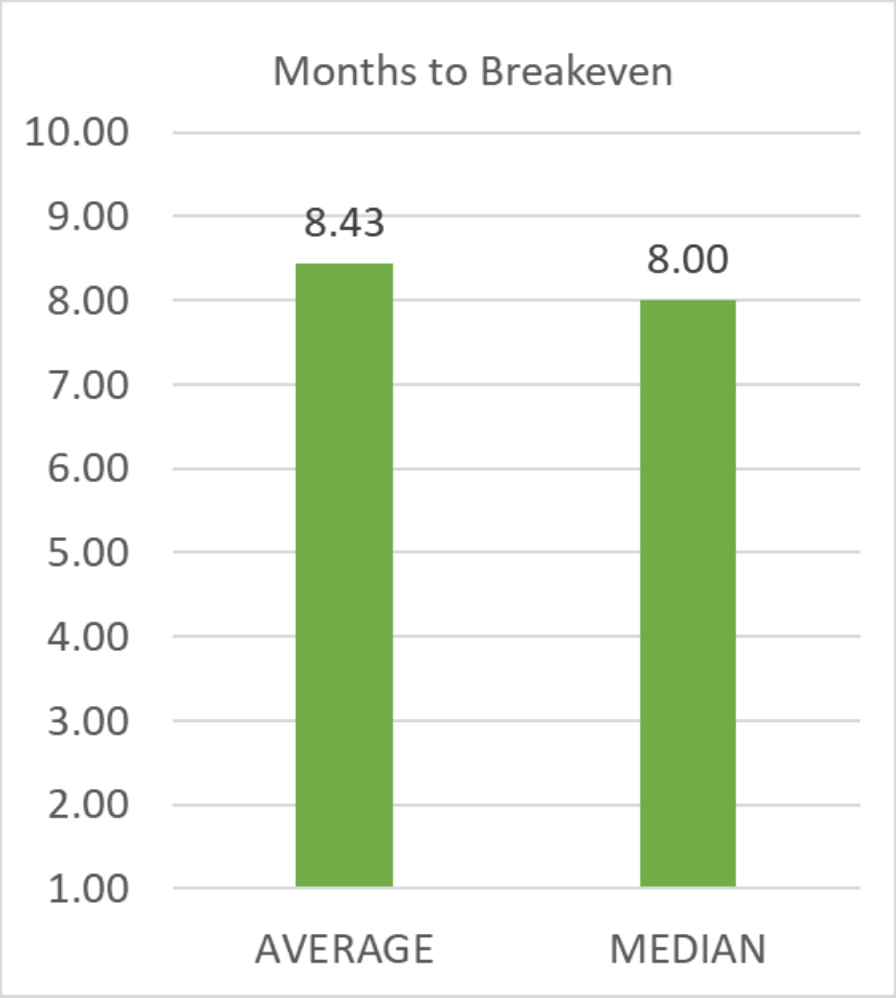
Break-Even Analysis/Reporting Survey – Traditional Units

We conducted a survey of our Traditional Units that have opened since 2017 regarding their time to break-even. We asked the question: "how long it took your Franchise to 'break-even' (in months) when measured on a month-to-month basis. By 'break-even,' we mean that the Gross Revenue of the Franchise exceeds all the costs and expenses when measured on a monthly basis."

Based on our survey, 15 of the 16 Traditional Units responded. The average break-even response was 8.43 months. The Median response was 8 months. The range was between 3 months and 15 months.



- Note: It was up to each respondent to determine the starting point of the measurement period. We did not ask to base their answer on signing the franchise agreement or upon opening. That was left to the determination of the respondent.

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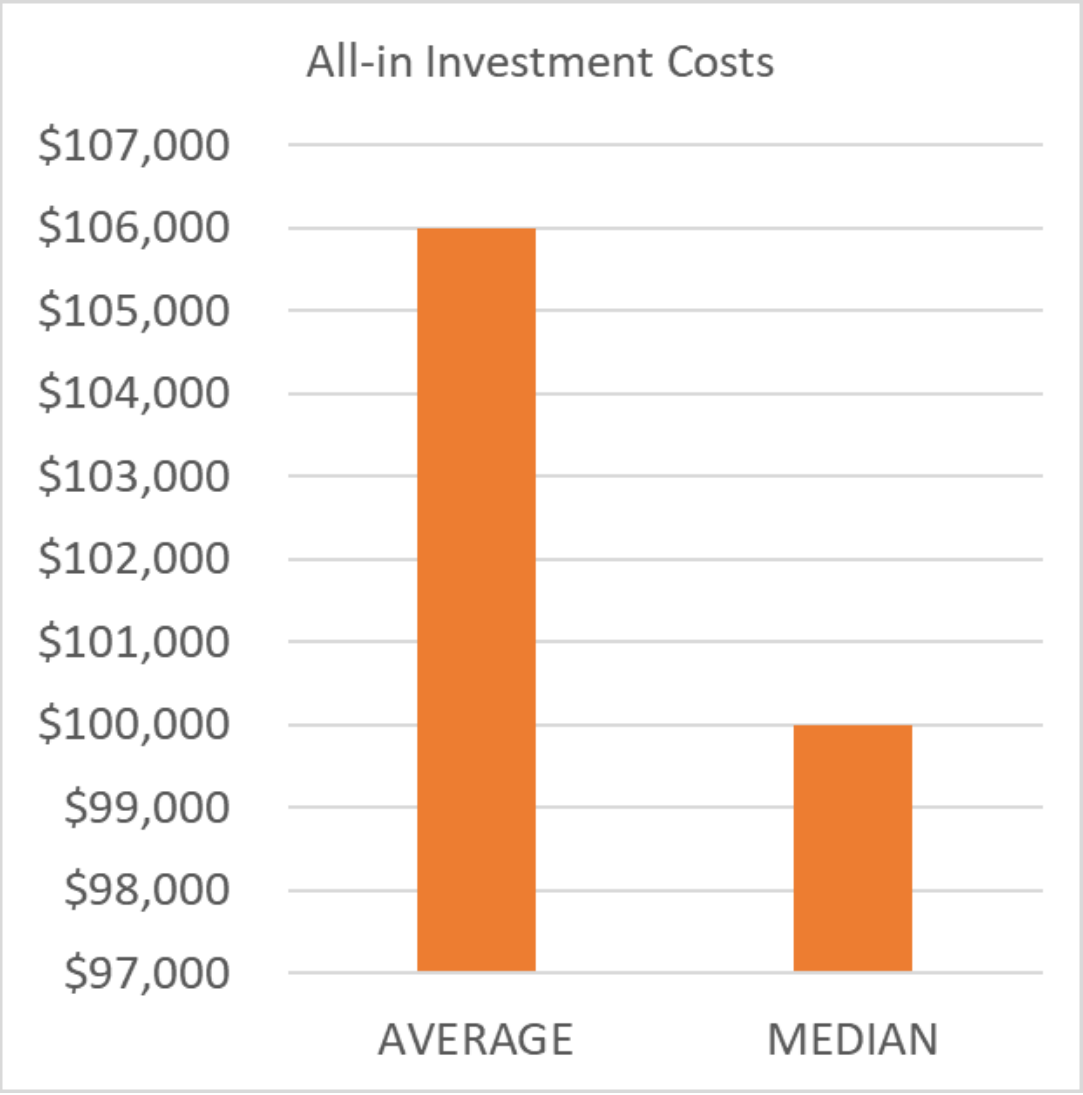
Capital Investment/Reporting Survey – Traditional Units

We conducted a survey of our Traditional Units that have opened since 2017 to determine the amount of investment capital that it took each Franchise to achieve "break-even" when measured on a month-to-month basis. We asked the question: "how much capital you had to invest before your Franchise reached 'break-even' when measured on a month-to-month basis. By 'break-even,' we mean that the Gross Revenue of the Franchise exceeds all the costs and expenses when measured on a monthly basis."

Based on our survey, 15 of 16 Traditional Units responded. The average response was $106,000. The Median response was $100,000. The range was between $60,000 and $189,528.



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Expense Proformas – Traditional Unit

We have compiled example pro-forma expense budgets based on our low and high investment ranges for a Traditional Unit.

Traditional Low Estimate Expense Only Proforma Budget

	Pre Launch (1)	Month 1	Month 2	Month 3	First 6 Months
Item 7 Expenses (using low estimate)					
Franchise Fee	49,000				49,000
Office & Facility Costs	2,000				2,000
Leasehold Improvements	1,000				1,000
Signage	500				500
FF&E	5,000				5,000
Computer System	4,434				4,434
Utility Deposits and Fees	-				-
Business Licenses & Taxes	150				150
Insurance	1,500				1,500
Launch Fee	6,675				6,675
Misc Expenses	4,800				4,800
					-
Additional Expenses					-
Internal Staff Costs					-
Owner/Manager		-	-	-	-
Recruiter / Account Manager		4,167	4,167	4,167	12,500
Admin/Account Manager		-	-		-
Sales Development Rep		5,000	5,000	5,000	15,000
Bonuses		-	109	213	322
Other Staff Costs					-
Taxes		885	895	905	2,685
Benefits		1,008	1,020	1,032	3,060
Advertising - Candidate (2)		1,000	1,000	1,000	3,000
Advertising - Client (2)		400	400	400	1,200
Auto and Mileage Expenses		100	100	100	300
Bank Fees		25	25	25	75
Drug Testing		100	100	100	300
Dues & Subscriptions		81	25	25	131
Legal & Professional		480	50	50	580
Brand Fund		400	400	400	1,200
Meals & Entertainment		200	200	200	600
Office Supplies		760	50	50	860
Postage		100	100	100	300
Printing & Reproduction		25	25	25	75
Rent (3)		-	1,667	1,667	3,333
Royalty Fees (4)					-
Technology		1,088	1,088	1,088	3,264
Telephone & Internet		150	150	150	450
TOTAL SG&A	**75,059**	**15,969**	**16,571**	**16,697**	124,295

(1) Pre launch is typically 60-90 days
(2) Based on historical averages and recommendations made in training
(3) Assumes first month's rent is paid in Item 7 expenses. Also assumes 1000 sf at $20/foot
(4) Royalty Fees do not begin until the 7th month after signing a franchise agreement.

Traditional High Estimate Expense Only Proforma Budget

	Pre Launch (1)	Month 4	Month 5	Month 6	First 6 Months
Item 7 Expenses (using high estimate)					
Franchise Fee	49,000				49,000
Office & Facility Costs	4,500				4,500
Leasehold Improvements	5,000				5,000
Signage	7,500				7,500
FF&E	10,000				10,000
Computer System	5,423				5,423
Utility Deposits and Fees	250				250
Business Licenses & Taxes	400				400
Insurance	3,000				3,000
Launch Fee	6,675				6,675
Misc Expenses	5,300				5,300
					-
Additional Expenses					-
Internal Staff Costs					-
Owner/Manager		-	-	-	-
Recruiter / Account Manager		5,833	5,833	5,833	17,500
Admin/Account Manager		-	-		-
Sales Development Rep		5,833	5,833	5,833	17,500
Bonuses		-	109	213	322
Other Staff Costs					-
Taxes		1,126	1,136	1,146	3,409
Benefits		1,283	1,295	1,307	3,885
Advertising - Candidate (2)		1,000	1,000	1,000	3,000
Advertising - Client (2)		400	400	400	1,200
Auto and Mileage Expenses		100	100	100	300
Bank Fees		25	25	25	75
Drug Testing		100	100	100	300
Dues & Subscriptions		25	25	25	75
Legal & Professional		1,186	50	50	1,286
Brand Fund		400	400	400	1,200
Meals & Entertainment		200	200	200	600
Office Supplies		605	50	50	705
Postage		100	100	100	300
Printing & Reproduction		25	25	25	75
Rent (3)		-	3,400	3,400	6,800
Royalty Fees (4)					-
Technology		1,088	1,088	1,088	3,264
Telephone & Internet		150	150	150	450
TOTAL SG&A	**97,048**	**19,480**	**21,320**	**21,446**	159,295

(1) Pre launch is typically 3 months
(2) Based on historical averages and recommendations made in training
(3) Assumes first month's rent is paid in Item 7 expenses. Also assumes 1200 sf at $34/foot
(4) Royalty Fees do not begin until the 7th month after signing a franchise agreement.

Expense Proformas – Virtual Unit

We have compiled example pro-forma expense budgets based on our low and high investment ranges for a Virtual Unit.

Virtual Low Estimate Expense Only Proforma Budget

	Pre Launch (1)	Month 1	Month 2	Month 3	First 6 Months
Item 7 Expenses (using low estimate)					
Franchise Fee	49,000				49,000
Office & Facility Costs	-				-
Leasehold Improvements	-				-
Signage	-				-
FF&E	250				250
Computer System	1,678				1,678
Utility Deposits and Fees	-				-
Business Licenses & Taxes	150				150
Insurance	1,500				1,500
Launch Fee	2,771				2,771
Misc Expenses	-				-
					-
Additional Expenses					-
Internal Staff Costs					-
Owner/Manager		-	-	-	-
Recruiter / Account Manager		-	-	-	-
Admin/Account Manager		-	-		-
Sales Development Rep		-	-	-	-
Bonuses		-	-	-	-
Other Staff Costs					-
Taxes		-	-	-	-
Benefits		-	-	-	-
Advertising - Candidate (2)		500	500	500	1,500
Advertising - Client (2)		100	100	100	300
Auto and Mileage Expenses		-	-	-	-
Bank Fees		25	25	25	75
Drug Testing		25	25	25	75
Dues & Subscriptions		25	25	25	75
Legal & Professional		480	25	25	530
Brand Fund		400	400	400	1,200
Meals & Entertainment		25	25	25	75
Office Supplies		250	25	25	300
Postage		25	25	25	75
Printing & Reproduction		25	25	25	75
Rent (3)		250	250	250	750
Royalty Fees (4)					-
Technology		434	434	434	1,301
Telephone & Internet		150	150	150	450
TOTAL SG&A	**55,349**	**2,714**	**2,034**	**2,034**	62,129

(1) Pre launch is typically 60-90 days
(2) Based on historical averages and recommendations made in training
(3) Assumes small flex space office
(4) Royalty Fees do not begin until the 7th month after signing a franchise agreement.

Virtual High Estimate Expense Only Proforma Budget

	Pre Launch (1)	Month 1	Month 2	Month 3	First 6 Months
Item 7 Expenses (using low estimate)					
Franchise Fee	49,000				49,000
Office & Facility Costs	500				500
Leasehold Improvements	250				250
Signage	-				-
FF&E	500				500
Computer System	1,678				1,678
Utility Deposits and Fees	250				250
Business Licenses & Taxes	400				400
Insurance	3,000				3,000
Launch Fee	2,771				2,771
Misc Expenses	500				500
					-
Additional Expenses					-
Internal Staff Costs					-
Owner/Manager		-	-	-	-
Recruiter / Account Manager		-	-	-	-
Admin/Account Manager		-	-		-
Sales Development Rep		-	-	-	-
Bonuses		-	-	-	-
Other Staff Costs					-
Taxes		-	-	-	-
Benefits		-	-	-	-
Advertising - Candidate (2)		1,000	1,000	1,000	3,000
Advertising - Client (2)		500	500	500	1,500
Auto and Mileage Expenses		-	-	-	-
Bank Fees		25	25	25	75
Drug Testing		25	25	25	75
Dues & Subscriptions		25	25	25	75
Legal & Professional		480	25	25	530
Brand Fund		400	400	400	1,200
Meals & Entertainment		25	25	25	75
Office Supplies		250	25	25	300
Postage		25	25	25	75
Printing & Reproduction		25	25	25	75
Rent (3)		500	500	500	1,500
Royalty Fees (4)					-
Technology		434	434	434	1,301
Telephone & Internet		150	150	150	450
TOTAL SG&A	**58,849**	**3,864**	**3,184**	**3,184**	69,079

(1) Pre launch is typically 60-90 days
(2) Based on historical averages and recommendations made in training
(3) Assumes shared flex space at $500/mo
(4) Royalty Fees do not begin until the 7th month after signing a franchise agreement.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you will earn as much.

We will, upon reasonable request, provide you with written substantiation of the data presented above. Except as stated above in this Item 19, we do not otherwise furnish prospective franchisees any oral or written information concerning actual or potential sales, costs, income or profits of any Nextaff Franchise.

Other than the preceding financial performance, Nextaff One, LLC does not make any financial performance representations. 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 Cary Daniel, CEO, 9401 Renner Blvd, Suite 150, Lenexa, KS, 66219 or 913-562-5614, the Federal Trade Commission, and the appropriate state regulatory agencies.

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ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS 2023 TO 2025

SYTEM-WIDE OUTLET SUMMARY

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	32	31	-1
	2024	31	28	-3
	2025	28	24	-4
Company-Owned	2023	1	2	1
	2024	2	4	2
	2025	4	3	-1
Total Outlets	**2023**	**33**	**33**	**0**
	2024	**33**	**32**	**-1**
	2025	**32**	**27**	**-5**

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 2023-2025

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS		
State	**Year**	**Number of Transfers**
California	2023	1
	2024	0
	2025	0
Oklahoma	2023	1
	2024	0
	2025	0
Arizona	2023	0
	2024	2
	2025	0
Iowa	2023	0
	2024	1
	2025	0
Kansas	2023	0
	2024	1
	2025	0
Total	2023	2
	2024	4
	2025	0

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023-2025

STATUS OF FRANCHISED OUTLETS								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations-Other Reasons**	**Outlets at End of Year**
Alabama	2023	0	0	0	0	0	0	**0**
	2024	0	1	0	0	0	0	**1**
	2025	1	0	0	0	0	0	**1**
Arizona	2023	2	0	0	0	0	0	**2**
	2024	2	0	0	0	0	0	**2**
	2025	2	0	0	0	0	0	**2**
California	2023	3	0	0	0	1	0	**2**
	2024	2	0	0	0	1	1	**0**
	2025	0	0	0	0	0	0	**0**
Colorado	2023	3	0	0	0	2	1	**0**
	2024	0	0	0	0	0	0	**0**
	2025	0	1	0	0	0	0	**1**
Florida	2023	4	0	0	0	0	0	**4**
	2024	4	0	0	0	0	0	**4**
	2025	4	0	0	0	0	2	**2**
Georgia	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	0	0	0	0	0	**1**
Illinois	2023	1	0	0	0	0	0	**1**
	2024	1	1	0	0	0	0	**2**
	2025	2	0	0	0	1	1	**0**
Indiana	2023	0	0	0	0	0	0	**0**
	2024	0	0	0	0	0	0	**0**
	2025	0	1	0	0	0	0	**1**
Iowa	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	0	0	0	0	1	**0**
Kansas	2023	1	0	0	0	0	0	**1**
	2024	1	1	0	0	0	0	**2**
	2025	2	0	0	0	0	0	**2**

Kentucky	2023	0	1	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	0	0	0	0	1	**0**
Maryland	2023	0	0	0	0	0	0	**0**
	2024	0	0	0	0	0	0	**0**
	2025	0	1	0	0	0	0	**1**
Michigan	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	0	0	0	0	1	**0**
Mississippi	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	0	0	0	0	0	**1**
Missouri	2023	2	0	0	0	0	0	**2**
	2024	2	0	0	0	0	0	**2**
	2025	2	0	0	0	0	0	**2**
Nebraska	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	0	0	0	0	1	**0**
New Hampshire	2023	0	1	0	0	0	0	**1**
	2024	1	0	0	0	0	1	**0**
	2025	0	0	0	0	0	0	**0**
North Carolina	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	1	0	0	0	0	**2**
Oklahoma	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	1	**0**
	2025	0	0	0	0	0	0	**0**
Oregon	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	0	0	0	0	0	**1**
Tennessee	2023	1	0	0	0	0	0	**1**
	2024	1	1	0	0	0	0	**2**
	2025	2	0	0	0	0	0	**2**
Texas	2023	3	1	0	0	0	0	**4**
	2024	4	0	0	0	0	0	**4**
	2025	4	0	0	0	0	0	**4**
Utah	2023	1	0	0	0	0	0	**1**

	2024	1	0	0	0	0	1	**0**
	2025	0	0	0	0	0	0	**0**
Virginia	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	1	**0**
	2025	0	1	0	0	0	0	**1**
Washington	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	1	0	**0**
	2025	0	0	0	0	0	0	**0**
Wisconsin	2023	1	0	0	0	0	0	**1**
	2024	1	0	0	0	0	0	**1**
	2025	1	0	0	0	0	1	**0**
Total	**2023**	**32**	**3**	**0**	**0**	**3**	**1**	**31**
	2024	**31**	**4**	**0**	**0**	**2**	**5**	**28**
	2025	**28**	**5**	**0**	**0**	**1**	**8**	**24**

TABLE NO. 4
STATUS OF COMPANY- OWNED OUTLETS
FOR YEARS 2023-2025

STATUS OF COMPANY-OWNED OUTLETS							
State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2023	0	0	0	0	0	0
	2024	0	0	1	0	0	1
	2025	1	0	1	0	0	2
Colorado	2023	0	0	0	0	0	0
	2024	0	0	2	0	0	2
	2025	2	0	0	2	0	0
Kansas	2023	1	0	1	0	0	2
	2024	2	0	0	0	1	1
	2025	1	0	0	0	0	1
Washington	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	**2023**	**1**	**0**	**1**	**0**	**0**	**2**
	2024	**2**	**0**	**3**	**0**	**1**	**4**
	2025	**4**	**0**	**1**	**2**	**0**	**3**

TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2025

PROJECTED OPENINGS			
State	**Franchise Agreements Signed But Outlets Not Opened**	**Projected New Franchised Outlets In the Current Fiscal Year**	**Projected New Company Owned Outlets In The Current Fiscal Year**
Conversion	0	3	0
Florida	0	1	0
Tennessee	4	1	0
Texas	0	1	0
Virtual	0	6	0
Total	**4**	**12**	**0**

The names, addresses, phone numbers and locations of our franchisees in operation as of December 31, 2025 are listed in Exhibit F.

Listed below is the name and last known address and telephone number of every franchisee who has had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year or who has not communicated with NEXTAFF within ten weeks of the date of this Franchise Disclosure Document:

The following franchisees voluntarily ceased to conduct business:

Shana Althouse – 913-231-5876

Miriam Castano – 502-795-2220

During the last three fiscal years, we have not signed any confidentiality clauses with current or former franchisees which would restrict them from speaking openly with you about their experience with us.

There are no trademark specific franchisee associations that we sponsor or that has requested to be included in our Franchise Disclosure Document.

ITEM 21

FINANCIAL STATEMENTS

Exhibit A is our initial audited balance sheet as of January 27, 2026

ITEM 22

CONTRACTS

Franchise Agreement	Exhibit B
Disclosure Acknowledgement Agreements	Exhibit E
General Release	Exhibit G
Security Agreement	Exhibit H
Promissory Note	Exhibit I
Expansion Application	Exhibit J
Virtual Unit Addendum	Exhibit K
Franchise Disclosure Document Receipts	Exhibit M

ITEM 23

RECEIPTS

Exhibit M is a detachable document, in duplicate, to use for acknowledging receipt of the Franchise Disclosure Document with all exhibits attached.

EXHIBIT A

FINANCIAL STATEMENTS

EXHIBIT B

FRANCHISE AGREEMENT

NEXTAFF®
FRANCHISE AGREEMENT

_____
FRANCHISEE

_____
DATE OF AGREEMENT

STD 2026 FA

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GUARANTY AND ASSUMPTION OF OBLIGATIONS

EXHIBIT A – NEXTAFF FRANCHISE LOCATION AND TERRITORY

EXHIBIT B – CONFIDENTIALITY AGREEMENT AND ANCILLARY COVENANTS NOT TO COMPETE

EXHIBIT C – PERFORMANCE STANDARDS

EXHIBIT D – SECURITY AGREEMENT

NEXTAFF™
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement") is made and entered into on_____ (the "Effective Date"), by and between Nextaff One, LLC, a Wyoming limited liability company, 9401 Renner Blvd, Suite 150, Lenexa, KS, 66219 ("Franchisor") and _____ _____, a _____ formed and operating under the laws of the state of _____, or _____ _____, an individual, and having its principal place of business at _____ ("Franchisee").

WHEREAS, Franchisor, as a result of the expenditure of time and funds has developed and owns a distinct system (as defined below) relating to the operation of a Nextaff Franchise (as defined below) that provides staffing services including the recruiting, screening and hiring of quality talent;

WHEREAS, Franchisor grants to persons who meet Franchisor's qualifications to own and operate a Nextaff Franchise utilizing Franchisor's Licensed Marks;

WHEREAS, Franchisee acknowledges that he has read this Agreement and Franchisor's Franchise Disclosure Document and that he understands and accepts the terms, conditions and covenants contained in this Agreement as being reasonably necessary to maintain Franchisor's high standards of quality and service and the uniformity of those standards at all Nextaff Franchises in order to protect and preserve the goodwill of the Licensed Marks;

WHEREAS, Franchisee acknowledges that he has conducted an independent investigation of the business contemplated by this Agreement and recognizes that, like any other business, the nature of the business conducted by Franchisee may evolve and change over time, that an investment in a Nextaff Franchise involves business risks and that the success of the venture is largely dependent upon Franchisee's business abilities and efforts;

WHEREAS, Franchisor expressly disclaims the making of, and Franchisee acknowledges that he has not received or relied upon, any warranty or guaranty, express or implied, as to the revenues, profits or success of the business venture contemplated by this Agreement. Franchisee acknowledges that he has not received or relied on any representations about the Franchise by Franchisor, or its officers, directors, employees or agents, that are contrary to the statements made in Franchisor's Franchise Disclosure Document, or to the terms in this Agreement, and further represents to Franchisor, as an inducement to its entry into this Agreement, that Franchisee has made no misrepresentations in obtaining the franchise; and

WHEREAS, Franchisee has applied for a franchise to own and operate a Nextaff Franchise at the premises identified in Section 2, and the application has been approved by Franchisor in reliance upon all of the representations made.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, the parties, intending to be legally bound, agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the terms listed below have the following meanings. Other terms used in this Agreement are defined and construed in the context in which they occur.

A. TERRITORY

The term "Territory" shall mean the geographic area and industry vertical set forth in Exhibit A to this Agreement.

B. BUYOUT PAYMENTS

The term "Buyout Payments" means any monies paid to Franchisor or Franchisee by a client for hiring Field Employees prior to fulfilling the standard temporary to hire term.

C. CLIENT

The term "Client" means a customer of the NEXTAFF Franchise that retains, hires and/or enters into an Agreement with Franchisee for Services and shall further include all affiliate companies of the Client and its successors and assigns.

D. COMPETITIVE BUSINESS

The term "Competitive Business" means any business that provides or sells any Service provided or sold by a NEXTAFF Franchise.

E. CONVERSION FRANCHISE

The term "Conversion Franchise" mean an existing independent staffing business that has been in business for at least one (1) year and has annual Gross Revenue (as defined herein) of at least $500,000 at the time of execution of the Franchise Agreement. Franchisee executes this Agreement (a "Conversion Franchise").

F. DIRECT HIRE PAYMENTS

The term "Direct Hire Payments" means any monies paid to Franchisor or Franchisee by a client for hiring Field Employees full-time immediately.

G. DIRECT PAYROLL COSTS

The term "Direct Payroll Costs" means all of the costs related to the employment of Field Employees and includes, but may not be limited to, the wages earned by Field Employees based upon the work hours reported, all credits and taxes due, the employer's share of federal social security taxes, federal and state unemployment tax contributions, worker's compensation insurance premiums, disability insurance premiums, taxes on health and welfare payments, premiums on comprehensive liability, fidelity bonding insurance, errors and omissions insurance, and professional liability insurance premiums, Onboarding Services Fee and any other bank fees, payroll taxes, insurance premiums (including premiums or penalties related to the Affordable Care Act) or other government agency imposed costs related to Field Employees.

H. DESIGNATED ITEMS

The term "Designated Items" means Franchisor's standards and specifications for payroll service providers, signage, supplies and materials, and equipment, including computer hardware and software systems.

I. FRANCHISE

The term "Franchise" means the Nextaff Franchise owned and operated under the terms of this Agreement.

J. GROSS REVENUE

The term "Gross Revenue" means all money and other consideration paid for the Services provided to Clients of a Nextaff Franchise.

K. GROSS WAGES

The term "Gross Wages" equals all money and other consideration paid to your Field Employees.

L. LICENSED MARKS

The term "Licensed Marks" means the Franchisor's trademarks, domain names, service marks, logos and other commercial symbols.

M. MINIMUM PERFORMANCE STANDARDS

The term "Minimum Performance Standards" means the least amount of Gross Wages an Franchise must produce on an annual basis.

N. NEXTAFF FRANCHISE

The term "Nextaff Franchise" means a business which provides staffing services including the recruiting, screening and hiring of quality talent.

O. PREMISES

The term "Premises" shall mean the location approved by Franchisor where the NEXTAFF Franchise shall be located.

P. PRINCIPALS

The term "Principals" includes, collectively and individually: (1) Franchisee's spouse, if Franchisee is an individual; (2) any officers and directors of Franchisee (including the officers and directors of any general partner of Franchisee); (3) the managing member or manager if Franchisee is a limited liability company; (4) the spouse of any officer, director, managing member or manager; and (5) any person or any entity directly owning and/or controlling ten percent (10%) or more of the beneficial equity ownership of Franchisee. The initial Principals shall be listed in Exhibit D. The Principals must execute an agreement in substantially the form of the attached Guaranty and Assumption of Obligations; provided however, any spouse described above who does not have a financial interest in Franchisee or the NEXTAFF

Franchise may execute the Confidentiality Agreement and Ancillary Covenants Not To Compete attached as Exhibit B to this Agreement in lieu of the Guaranty and Assumption of Obligations.

Q. ROLLOUT FRANCHISEE

The term "Rollout Franchisee" means an employee of Franchisee who becomes a new franchise owner and opens a new Nextaff Franchise.

R. SPECIFICATIONS

The term "Specifications" shall mean the standards, procedures, requirements and specifications promulgated from time to time by Franchisor for construction, advertising, equipment, operations, design and other aspects of operation of a NEXTAFF Franchise.

S. STRATEGIC ACCOUNT

The term "Strategic Account" shall mean any customer designated as such by us, based on our sole determination that, because the customer conducts business at multiple locations and is deemed of strategic importance by us, the account, services and pricing of such customer must be negotiated and secured either (i) by us or (ii) with our assistance, approval and oversight.

T. SYSTEM

The term "System" means the distinctive signage, interior and exterior design and decor, uniform standards, Specifications and procedures for operation of the Franchise and uniformity of services, and management and financial procedures, initial and ongoing training and assistance, all of which may be changed and further developed, in Franchisor's discretion.

2. GRANT OF FRANCHISE

A. Subject to the provisions contained in this Agreement, Franchisor grants Franchisee the right and license to own and operate a Nextaff Franchise (the "Franchise") within the Territory set forth on Exhibit A. The industry vertical for the Territory and the location of the Nextaff Franchise is also set forth on Exhibit A. Except as otherwise specifically provided in this Agreement, during the Term (as defined below), provided Franchisee is in compliance with the provisions of this Agreement, Franchisor will not open or authorize another person to open a Nextaff Franchise or provide the Services or sell the Services in your industry vertical within the Territory. The initial term of this Agreement is for five (5) years, commencing on the Effective Date (the "Initial Term" and collectively with any Renewal Term, as provided in Section 16, the "Term"). The Franchise is specifically limited to the right to provide the Services and sell and maintain client relationships for the Services in accordance with this Agreement. Franchisor has the absolute right to determine the scope of permissible services to be offered by Franchisee as part of the Nextaff Franchise, and Franchisee shall not offer any services as part of the Nextaff Franchise that Franchisor has not approved in advance in writing.

B. Notwithstanding the above, Franchisor (on behalf of itself and its affiliates) retains the right, in its sole discretion and without granting any rights to Franchisee:

(1) To operate or to grant other persons outside your Territory the right to operate Nextaff Franchises at locations and on terms and conditions as we determine within the geographic area that is included within your Territory but in other industry verticals that are not included within your Territory;

(2) To advertise and promote and to authorize other persons the right to advertise and promote the System within and outside the Territory;

(3) To create, operate, maintain, modify or discontinue the use of websites using the Licensed Marks; and

(4) To obtain Strategic Accounts.

C. If the Strategic Account is obtained by Franchises, then Franchisee shall be eligible to receive the Strategic Account Commission for that Strategic Account. If the Strategic Account is obtained by Franchisor, the Strategic Account Commission will be deduced from the Gross Revenue collected from such account.

D. Except as noted below, for all Strategic Accounts located within the Territory, Franchisee will have the right and option to provide Services to the Strategic Account on the same terms and conditions agreed upon between Franchisor and the Strategic Account. If Franchisee does not desire to provide Services to a Strategic Account in the Territory, or if, in Franchisor's discretion, Franchisee is unable to provide the Strategic Account with necessary Services, Franchisor reserves the right to provide those Services directly or, through Franchisor's affiliate, other Nextaff Franchises, or a third party, to Strategic Accounts located within the Territory. In determining whether Franchisee is able to provide a Strategic Account with necessary Services, Franchisor may consider numerous factors consistent with the standards and specifications Franchisor develops for Strategic Accounts.

E. Strategic Account Commissions shall be determined as follows.

Role	**GM Share - CM**	**GM Share – HC/IT**
Sales / Closed Account (originating, prospecting, closing)	**10%**	**10%**
Account Management (ongoing client relationship)	**20%**	**20%**
Recruiting / Sourcing (placing candidates)	**70%**	**70%**

F. The right granted in Section 2.A is contingent upon the compliance by Franchisee with minimum performance standards (the "Minimum Performance Standards") set forth in Exhibit C which is attached to this Agreement. Franchisee acknowledges and agrees that after the first full year of operation, the failure of Franchisee to meet the Minimum Performance Standards for any calendar year is a material default of this Agreement and gives rise to Franchisor's right to terminate Franchisee's rights in the Territory or terminate this Agreement under Section 17.B.

3. CONVERSION FRANCHISE

If Franchisee is Conversion Franchise, then Franchisor shall reduce the initial franchise fee in Section 9A to $1. Franchisee assumes all costs, liabilities, expenses and responsibilities for converting its existing business to the Nextaff Franchise. Franchisor will furnish Franchisee with Specifications for the Nextaff Franchise, including Franchisor's recommendations for dimensions, interior design and layout of the premises. Franchisee must obtain all required permits and licenses necessary to operate the Nextaff Franchise in accordance with Franchisor's Specifications. Franchisee shall also establish filing and accounting control systems conforming to the requirements prescribed by Franchisor. Franchisor will provide reasonable consultation services in connection with Franchisee's conversion to the Nextaff

Franchise. Franchisee agrees to complete the conversion to the Nextaff Franchise within the time period set forth in Exhibit A.

4. PHYSICAL LOCATION OF NEXTAFF FRANCHISE

Franchisor must approve the site Franchisee selects for any new Franchise. Franchisor will notify Franchisee of Franchisor's approval or disapproval within 14 days after Franchisor receives all information Franchisor requests for site approval. The Operations Manual will specify Franchisor's requirements for site approval. If Franchisee's fails to select a site in accordance with Franchisor's requirements, Franchisor may terminate the Franchise Agreement.

After a site has been approved, Franchisor will furnish Franchisee with Specifications for the Nextaff Franchise including specific requirements for signage and decor. Franchisor will also consult and otherwise assist Franchisee in making the premises of Franchisee's site fit Franchisor's Specifications as well as conform to any local laws and regulations.

If Franchisee's lease for the premises of the Nextaff Franchise expires or terminates without it being Franchisee's fault, or, if in the judgment of Franchisor and Franchisee, there is a change in the character of the location of the Nextaff Franchise sufficiently detrimental to its business potential to warrant its relocation, Franchisor will grant permission for relocation of the Nextaff Franchise to a location approved by Franchisor. Any relocation shall be at Franchisee's sole expense, and Franchisee must pay Franchisor any direct costs to compensate Franchisor for services Franchisor renders to Franchisee in connection with relocation.

Franchisee must obtain Franchisor's approval before opening a new location within the Territory. If Franchisor grants permission, Franchisee must pay Franchisor any direct costs for services rendered by Franchisor in connection with the new location.

5. OPERATION OF NEXTAFF FRANCHISE

A. TRAINING

Franchisor will furnish, and Franchisee, Principal or manager who has been approved by Franchisor must attend and successfully complete, an initial training program on the operation of the Nextaff Franchise. This training will be furnished at a place and time Franchisor designates. Franchisee is solely responsible for the compensation, travel, lodging and living expenses incurred in connection with attendance at training programs. If Franchisee believes Franchisor has failed to adequately provide such training and other assistance, Franchisee shall notify Franchisor in writing within 30 days following the conversion to the Nextaff Franchise. Absent such timely notice, Franchisee shall be deemed to conclusively acknowledge that all such training and assistance were sufficient and satisfactory in Franchisee's judgment.

The Operations Manual establishes the requirements for the initial training program, but Franchisor may require Franchisee or its approved manager to continue training for up to an additional time of 10 days. The training program includes instruction relating to the operation of the Nextaff Franchise, including, understanding temporary, temp-to-hire and executive placement services, client service, accountability for sales and marketing, comprehensive marketing and sales programs, employee scheduling, employee recruitment and methods of controlling operating costs. Training is offered throughout the year and is scheduled depending upon the number of franchisees requesting Training. Training for Franchisee must be conducted within three months of execution of this Agreement.

Franchisor reserves the right to evaluate the abilities and qualification of Franchisee (or its representatives, as the case may be) during the initial training program. The evaluation may include a variety of tests to assess aptitude for operating a Nextaff Franchise. If Franchisor determines, in its sole discretion, that Franchisor's requirements are not met, Franchisor shall have the right to terminate this Agreement and refund the initial franchise fee to Franchisee.

If, during any training program, Franchisor determines that any manager is not qualified to manage the Franchise, Franchisor will notify Franchisee, and Franchisee may select and enroll an approved substitute manager in the training program, who must attend and successfully complete the initial training program.

If, during any training program, Franchisee determines that Franchisee's experience, personal abilities and qualifications should excuse Franchisee from certain sections of training Franchisee may request in writing to do so. If Franchisor determines, in our sole discretion, that Franchisee does meet Franchisor's qualifications, Franchisor may grant that waiver.

After the conversion to the Nextaff Franchise, Franchisor shall provide training (subject to reasonable limitations prescribed by Franchisor as to frequency and time) to any new approved manager of the Franchise. Franchisor has the right to assess reasonable charges for the training. Franchisor has the right to require that Franchisee (or the managing partner, shareholder or managing member) and any manager(s) and assistant manager(s) attend supplemental and refresher training programs during the term of the Franchise Agreement, to be furnished at a time and place Franchisor designates.

B. FIELD EMPLOYEES AND INTERNAL EMPLOYEES

During the term of this Agreement, Franchisor authorizes Franchisee to act as Franchisor's agent for purposes of recruiting, screening, selecting, marketing, training, assigning and deploying the temporary placed individuals ("Field Employees") who will perform the Services for clients of the Nextaff Franchise. Franchisee shall direct the temporary assignment of Field Employees to each client or job site.

Franchisor shall be the sole employer for all Field Employees. Franchisee shall require that each Field Employee complete all employment documents required by Franchisor prior to beginning work at any client location. In accordance with this Agreement, Franchisor shall pay all wages to all Field Employees and shall issue a form W-2 to each Field Employee for the wages paid to such Field Employee during each calendar year (or part hereof). With respect to Field Employees, Franchisor will be responsible for all employment-related administration, reporting and regulatory compliance, and will respond to employment-related claims, including workers' compensation and unemployment compensation claims and will file new hire reports, manage garnishment deductions and payments, and administer any health or insurance benefit programs offered through or sponsored by Franchisor for Field Employees. After consultation with Franchisee, Franchisor shall have the right to terminate any Field Employee.

Franchisee will require each Field Employee to comply with Franchisor's employment policies and standards set forth in Franchisor's then-current Field Employee Handbook. Franchisor authorizes Franchisee to review, complete and maintain all required employment documents (i.e., form W-4, application, and form I-9) on Franchisor's behalf and subject to the terms of this Agreement: (i) determine hourly wages for each Field Employee in accordance with applicable law and market demands (no lower than the state and federal minimum hourly wages); (ii) communicate terms of employment; (iii) collect and maintain all new hire paperwork; and (iv) determine client assignments for Field Employee. Except as expressly stated in this Agreement, Franchisee shall have no other authority or right to act as the agent of Franchisor.

Franchisee shall employ all full and part-time internal staff individuals (the "Internal Employees") that Franchisee deems necessary to administer the Services being provided by the Field Employees and shall maintain a staff of Internal Employees sufficient to operate the Nextaff Franchise in accordance with Franchisor's standards. Franchisee is solely responsible for setting compensation and securing insurance for Internal Employees, and, except for training Franchisor provided under this Agreement, for the training, supervision, conduct and actions of each Internal Employee. Franchisee shall ensure that each Internal Employee: (i) is familiar with the relationship between Franchisor and Franchisee set forth in this Agreement; (ii) is familiar with the employment-related laws and regulations that relate to their job responsibilities in the state(s) where the Nextaff Franchise is being operated; (iii) understands the basic operation of the Nextaff Franchise and Franchisor's standards, policies, procedures and requirements as they pertain to the Internal Employee's job duties and responsibilities including any work related accident, illness or injury, any unemployment claim or garnishment notice or any other official or legal communication pertaining to Field Employees. Franchisor has no obligation under this Agreement with regard to any Internal Employee's day-to-day job performance. Franchisee shall require all Internal Employees to sign an acknowledgement stating they are aware they are employed by the Franchisee and not the Franchisor.

Franchisee shall pay all wages, taxes, workers compensation and any other insurance, and any other expenses for Internal Employees. Franchisee may request Franchisor's assistance to coordinate and/or arrange for payroll processing for the Internal Employees by a third-party vendor, but Franchisor will not be an employer for any Internal Employee and will have no employer responsibility or liability with respect to Internal Employees.

Franchisee shall provide prompt written notice to Franchisor of the termination of any Internal Employee who has access to confidential accounts or password-protected areas and shall hold Franchisor harmless from all liability whatsoever for any loss or damages, including any loss of data or any security or confidentiality breach, caused by a current or former Internal Employee using access or accounts established by or for Franchisee or at Franchisee's request.

Franchisee shall, and shall cause all of its Internal Employees to, do all of the following:

(i) Follow the employment practices contained in the Operations Manual and in this Agreement as they apply to Field Employees, Internal Employees, and the Nextaff Franchise;

(ii) Directly control (as Franchisor's agent) the selection and hiring of all Field Employees, including a one-on-one, pre-hire interview with each Associate, and not delegate or assign this responsibility to any client, customer, contractor or other person or entity;

(iii) Comply with all applicable local, state, and federal laws and regulations, including the Immigration Reform and Control Act, the Fair Labor Standards Act, the Americans with Disabilities Act, EEOC guidelines, state and federal Wage and Hour laws;

(iv) Develop, maintain, and produce upon request basic job descriptions for all client positions in which Field Employees are working;

(v) Use, in the hiring and management of the Field Employees, only those forms, manuals, policy statements, performance appraisals, disciplinary forms, personnel reports and agreements that Franchisor has either provided to Franchisee or specifically approved in advance; and

(vi) Maintain complete and accurate records, including physical personnel files on each Associate.

(vii) Sign an acknowledgement that states they are employees of the Franchisee and not the Franchisor.

Unless Franchisee otherwise notifies Franchisor in writing, Franchisor has the right to rely and to act on all service requests, direction and information provided by Franchisee or any Internal Employee, or other employees or designated contractors acting on Franchisee's behalf, regarding Services, payment and billing information, hours worked and any other matter relating to this Agreement or the operation of the Nextaff Franchise.

C. INITIAL ASSISTANCE AND DATA CONVERSION

As part of the initial setup of the Nextaff Franchise, Franchisor will convert basic employee and client records from Franchisee's existing database to Franchisor's information systems. The employee records converted by Franchisor will include current employee names, contact information (address, phone, e-mail), employee tax filing status and tax exemptions, employee status code, hire date and a single field containing employee notes. The client records converted by Franchisor will include name, contact information, billing and worksite addresses and the name and telephone number for at least one individual representative of each client. Franchisor will not convert historic detail on paychecks and invoices created in another computer application or system. At least eight (8) weeks in advance of the time for completion of conversion set forth on Exhibit A, Franchisee will provide Franchisor with all data to be converted in a compatible, electronic format (Excel, txt, csv, etc.) with clear labeling of all fields. If Franchisee requests additional data or information be converted or fails to provide electronic data in a timely manner, Franchisee may charge Franchisee an additional fee for such additional services provided or costs incurred.

D. OPERATING ASSISTANCE

Franchisor may advise Franchisee of operating problems of the Nextaff Franchise disclosed by reports submitted to, or inspections made by, Franchisor. Franchisor will furnish Franchisee assistance in the operation of the Nextaff Franchise, as it deems appropriate, which may consist of:

(1) Operating procedures;

(2) Additional services that are designated by Franchisor as Services authorized for sale by Franchisee;

(3) Marketing materials and advertising research data;

(4) Employee relations;

(5) Marketing assistance and sales promotion programs; and

(6) Administrative, bookkeeping, accounting, marketing/sales and general operating procedures.

E. FIELD EMPLOYEE PAYROLL PROCESSING

Franchisee must enter its payroll data, including its Field Employees pay rate and hours of employment, on a weekly basis into Franchisor's web-based software or through a designated payroll service provider selected by Franchisor in its sole discretion. Franchisee shall comply with all the requirements for such payroll data in the Operations Manual, as defined below in Section 5H. Franchisee acknowledges and agrees that Franchisor will rely on the data Franchisee enters into the payroll system and by entering such data into the payroll system, Franchisee is representing that: (1) it has reviewed and approved the payroll information entered; (2) the information is accurate; and (3) such information, as well as the status of each Field Employee as either exempt or non-exempt and as either a W-2 employee or an independent contractor, complies with the requirements of Internal Revenue Service and all applicable laws. After Franchisee submits the payroll data for Field Employees placed by Franchisee, Franchisor will provide processing and payment of the following items for each Associate:

(1) all wages including all direct deposit payroll checks and paycards;

(2) all local, state and federal income and employment taxes;

(3) all state and federal unemployment insurance and unemployment claims;

(4) all worker's compensation insurance and worker's compensation claims; and

(5) other applicable insurance, garnishments, and deductions.

F. ACCOUNTS RECEIVABLE

For purposes of this Agreement, "Accounts Receivable" means any obligation on the part of any client, or other individual or organization, to pay or compensate in any way, which arises from any Services provided by a Field Employee deployed by Franchisee or from any related product or service. All Accounts Receivable are from their inception, and will remain, the sole and exclusive property of Franchisor, and Franchisee acknowledges and agrees that Franchisor owns the entire interest in all Accounts Receivable. Franchisee acknowledges and agrees that it never had, and does not now or in the future have, any right, title, interest in or claim to any Accounts Receivable. Franchisee acknowledges that Franchisor has entered or will enter financing arrangements with third party lenders pursuant to which it will, among other things, grant to such lenders a security interest and lien upon the Accounts Receivable to secure Franchisor's obligations to such lenders. In addition to this Agreement, as part of Franchisor's financing arrangements with its lenders, Franchisee may be required to sign a Security Agreement which is attached hereto as Exhibit D. To induce such lenders to extend financing to Franchisor, Franchisee shall not make any claim against any such lender or its interest in the Accounts Receivable. Without in any way limiting the generality of the foregoing and to further evidence the intention of the parties hereto, Franchisee hereby sells, assigns and transfers to Franchisor all of Franchisee's right, title and interest in and to any accounts and all proceeds thereof in respect of goods or services provided to clients of Franchisee which, notwithstanding the terms and conditions of this Agreement, may be determined to be Franchisee's property or in which Franchisee is determined to have an interest. To the extent that any determination is made by any court or other party that Franchisee has an ownership interest of any kind in any Accounts Receivable, as additional security for all obligations that Franchisee owes to Franchisor, Franchisee hereby grants Franchisor a first priority security interest in (i) the Accounts Receivable, whether now-existing or arising hereafter, whether in the nature of accounts for services or otherwise, (ii) any checks, instruments, cash or other amounts received as payments under or in connection with the Accounts Receivable, and (iii) all proceeds thereof.

Franchisee will send invoices to each client receiving Services from the Nextaff Franchise which will direct the client to pay the amount of each invoice directly to Franchisor. All invoices to clients must be prepared on forms approved by Franchisor through Franchisor's web-based software or Franchisor's designated vendor. Franchisee will deliver all invoices to clients on a timely basis. After Franchisor collects payments on these invoices, Franchisor will retain the amount necessary to reimburse Franchisor for all Direct Payroll Costs incurred and for any other fees, charges or set offs set forth in Section 9 of this Agreement, and Franchisor will retain the Royalty Fees. Franchisor will then remit the balance to Franchisee.

Franchisee shall gather the information required by Franchisor for all new Services clients, worksites and jobs to which Field Employees may be assigned and shall physically visit and inspect each client worksite at or before the time any Field Employee begins performing job duties at the worksite and identify any risks present in the workplace or associated with such client or worksite, except for work comp class code 8810. As a condition precedent to Franchisor's obligation to pay Franchisee as provided in the preceding paragraph, Franchisee must provide Franchisor with the information it requires with respect to the client's legal name, client's employer identification number (EIN), type of business, job duties and descriptions, safety and worksite hazards and appropriate documentation of the terms and conditions under which the Services are being performed. Franchisee shall obtain Franchisor's consent before providing any Services to (i) any party affiliated with Franchisee or (ii) any party which Franchisee has any reason to believe is financially insolvent or employing any illegal, unsafe or unethical business practices. Franchisee shall retain all client and worksite documentation for at least one year after the last payroll is completed to any Field Employee assigned to that client and shall make all such documentation available to Franchisor upon request. Franchisee shall indemnify Franchisor from all liabilities from claims that arise as a result of false, misleading, or incomplete client information provided to Franchisor by Franchisee.

If Franchisee receives a payment from any client directly, Franchisee will promptly forward such payment directly to Franchisor for processing as provided in this Agreement. If Franchisee fails to promptly forward such payment or takes any action with respect to such payment (such as depositing the payment or using the proceeds), Franchisor has the right to assess a 10% non-compliance processing surcharge to Franchisee for failing to forward such payment directly to Franchisor.

If Franchisor becomes involved in the collections process of a client invoice, Franchisor may charge Franchisee a "High-Risk Surcharge" equal to 2% of the Gross Wages associated with such invoice, regardless of whether the invoice is successfully collected.

Franchisor is permitted to limit or decline credit to clients that Franchisor determines have credit risks that are unacceptable to Franchisor.

G. FRANCHISOR INSURANCE PROGRAMS

Since Franchisor is the employer of the Field Employees, Franchisor will maintain, administer, and pay for workers' compensation insurance. In addition, to the extent other employer insurance (including employment practices liability insurance) covers Franchisee actions when acting as Franchisor's agent under this Agreement is available to Franchisor and such coverage is practical and cost effective, Franchisor will maintain such insurance. Franchisor will provide safety, risk management, and loss control programs and systems, along with manuals, forms, and instructions for use in the Nextaff Franchise. Franchisor will select all insurance carriers and related service providers and will be responsible for administering workers' compensation, unemployment and other employment claims relating to Field Employees. Franchisee acknowledges that there may be a deductible associated with claims made under any insurance policy, and Franchisee shall pay or fund the cost of any applicable deductible for each claim under such policy made

by Franchisee. Franchisee acknowledges that for offices with substantial claims, we reserve the right to charge a percentage of the claim in addition to the deductible.

(1) Risk Management Program. As a condition precedent to Franchisor's obligations and commitments to provide the insurance programs set forth in this Agreement, Franchisee must cooperate and participate in Franchisor's Risk Management Program ("RMP") which includes training, consultation, client underwriting requirements, safety requirements, post-accident procedures and a return-to-work program. Franchisee shall complete an initial evaluation and training session within ninety (90) days after the conversion date. Thereafter, Franchisor shall have the right to conduct periodic site evaluations, consultations, and procedural reviews. In accordance with the RMP, Franchisee shall determine the basic ability, competence, qualifications, and appropriateness of each Field Employee for each client, worksite and job position. If Franchisee fails to participate, Franchisor may charge Franchisee any direct costs associated with the non-compliance which could include but is not limited to modified duty wages.

(2) Return-to-Work Program. Franchisee shall support and participate in Franchisor's Return to Work Program which is designed to re-activate ill or injured claimants and find and coordinate restricted duty assignments for such claimants. If Franchisee fails to cooperate in the Return-to-Work Program by finding suitable work assignments for claimants who have been released for restricted work duty, Franchisor shall have the right, in its sole discretion, to pay wages to such claimants and charge Franchisee for all Direct Payroll Costs related to such claimants.

(3) Work Comp Claims Costs Sharing. During the term of the Agreement, Franchisor may charge Franchisee for a portion of all Workers' Compensation claims costs actually paid by Franchisor or its insurers in relation to any injury to, or illness of, any Field Employee (the "Claims Costs"). If Franchisor charges Franchisee, Franchisee is responsible for the actual amount paid by Franchisor on all claims up to the then current deductible. Detail (treatment, provider, etc.) on the specific claim expense(s) will be available to Franchisee upon request. When a work-related accident or illness is reported to Franchisor more than 24 hours after it is first reported to Franchisee. Franchisee's share of the cost of any resulting claim(s) shall be 1.5 times the amount that would otherwise be Franchisee's maximum share.

(4) Work Comp Classification.

(a) Determining Class Code. All wages paid to Field Employees shall have a Workers' Compensation classification (a "Class") associated with them. In every case, the Class will be assigned in accordance with the Scopes Manual and Classification Guidelines published by the National Council on Compensation Insurance (the "NCCI") or the equivalent state-published guidelines where NCCI classifications do not apply. Any dispute over a Class shall be resolved by a classification specialist at the NCCI or the governing state agency. Franchisee is responsible for understanding the nature and general business function of each job position and each client and/or worksite where Field Employees are assigned and shall provide to Franchisor all information necessary to properly identify the appropriate Class. Such information shall be communicated in writing, or by means and on forms provided by Franchisor. By providing client and/or worksite information, Franchisee is representing that such information is complete and accurate to the best knowledge of Franchisee.

(b) Misclassification. If Franchisee intentionally misclassifies a client or worksite or provides false or incomplete information to Franchisor as the basis for payroll classification or client activation, such action is a material breach of this Agreement. In addition, if Franchisor misclassifies payroll based on erroneous or incomplete client, worksite or job information provided by Franchisee, Franchisee shall be responsible for any additional Workers' Compensation expense which may have accrued on payroll previously issued on the incorrect Class code, plus a penalty equal to 100% of the

difference between the Workers' compensation expense accrued and the expense that would have been accrued under the correct classification.

(5) Workers' Comp Expenses.

(a) Initial Determination. In states with competitive pricing of Workers' Compensation insurance, the allocation for Workers' Compensation expense that is included in calculations of Direct Payroll Costs shall be based upon loss costs by class code in effect as of the Effective Date unless otherwise specified in writing ("Loss Costs") as published by NCCI, or by the responsible state rating bureau in states for which NCCI does not publish loss costs. In states that administer Workers' Compensation rates, Workers' Compensation premiums will be based upon the state-published rates by class code.

(b) Subsequent Years. After 15 months of operation under the Agreement, measured from the date of the first payroll made to Field Employees under this Agreement, if the annualized allocation for Workers' Compensation expense included in Direct Payroll Costs of Field Employees for the Nextaff Franchise meets minimum volume requirements, new multipliers will be calculated based upon the then-current published Loss Costs and actual Workers' Compensation losses associated with the Nextaff Franchise. Multipliers will be established in accordance with Franchisor's standard methods and calculations and the data supporting those multipliers will be provided to Franchisee. Each multiplier established shall remain in effect for at least one year, subject to subparagraph (d) below. Franchisee acknowledges that the purpose for the rate multiplier is to allocate the costs of Workers' Compensation insurance to the Nextaff Franchise based on the actual claims and loss experience related to the clients and Field Employees of the Nextaff Franchise.

(c) Multiplier Changes. Loss Cost multipliers or rate multipliers are established to ensure that all projected Loss Costs are adequately funded. When new multipliers are calculated, the published Loss Costs or manual rates in effect at that time will be used to determine the allocation of Workers' Compensation costs. If published Loss Costs or manual rates should change after Franchisee's multipliers have been calculated, Franchisee's multiplier and rates will not be affected and will not change until the next annual calculation scheduled under this Agreement.

(d) Basis for Expenses. Workers' Compensation expenses will be established for payroll associated with the Nextaff Franchise based on information Franchisee provides for historic Workers' Compensation losses, payroll states and classifications for payroll previously incurred or projected by Franchisee and projected by Franchisor. If any of that information should change materially, including effective average risk levels (mix of business defined as total premiums divided by total subject payroll), or if actual exposures vary substantially from projections, Franchisor shall have the right in its sole discretion to change Workers' Compensation rates upon thirty (30) days' advance notice to Franchisee.

H. OPERATIONS MANUAL

Franchisor provides to Franchisee, during the term of the Franchise Agreement, access to its electronic operations manual, which may consist of one or more handbooks or manuals, and other written materials (collectively, the "Operations Manual") for the operation of Nextaff Franchises, containing mandatory and suggested Specifications, standards and operating procedures prescribed by Franchisor and information relative to other obligations of Franchisee. Franchisor has the right to add to, and otherwise modify, the Operations Manual to reflect changes in the scope of permissible Services to be offered or sold by Franchisee, and other Specifications, standards, and operating procedures of a Nextaff Franchise, provided that no addition or modification alters Franchisee's fundamental status and rights. Franchisee

must keep his copy of the Operations Manual current, and the master copy of the Operations Manual maintained by Franchisor at its principal office controls if there is a dispute relative to the contents of the Operations Manual.

6. LICENSED MARKS

A. OWNERSHIP AND GOODWILL OF LICENSED MARKS

Franchisee acknowledges and agrees that Franchisee has no interest whatsoever in or to the Licensed Marks and that Franchisee's right to use the Licensed Marks is derived solely from this Agreement and is limited to Franchisee's operation of the Nextaff Franchise in compliance with this Agreement and all applicable Specifications, standards and operating procedures prescribed by Franchisor during the term of the Franchise. Any unauthorized use of the Licensed Marks by Franchisee constitutes an infringement of the rights of Franchisor and its licensor in and to the Licensed Marks.

Franchisee acknowledges and agrees that usage of the Licensed Marks and any goodwill associated with the Licensed Marks exclusively benefits Franchisor and its licensor, and that this Agreement does not confer any goodwill or other interests in the Licensed Marks upon Franchisee. Franchisee must not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Licensed Marks or assist any other person in contesting the validity or ownership of any of the Licensed Marks.

All provisions of this Agreement applicable to the Licensed Marks apply to any additional trademarks, service marks, logo forms and commercial symbols authorized by Franchisor for use by Franchisee and licensed to Franchisee.

B. LIMITATIONS ON FRANCHISEE'S USE OF LICENSED MARKS

Franchisee agrees to use the Licensed Marks as the sole identification of the Nextaff Franchise, but Franchisee must identify himself as the independent owner in the manner prescribed by Franchisor. Franchisee must not use any Licensed Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs, or symbols, or in any modified form, nor may Franchisee use any Licensed Mark in the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to display the Licensed Marks prominently and, in the manner prescribed by Franchisor on signs, forms and any other indicia of the operation of the Franchise. Further, Franchisee agrees to give notices of trademark and service mark registrations and copyrights as Franchisor specifies and to obtain fictitious or assumed name registrations as may be required under applicable law.

C. RESTRICTIONS ON INTERNET AND WEBSITE USE

Franchisor retains the sole right to advertise the System on the Internet and to create, operate, maintain, modify, or discontinue the use of, a website using the Licensed Marks. Franchisee shall not, without Franchisor's written approval: (a) link or frame Franchisor's web site; (b) conduct any business of the Franchise or offer to sell or advertise any of the Services on the worldwide web; or (c) create or register any Internet domain name in connection with the Franchise.

Franchisor has registered the domain name "nextaff.com." Franchisee acknowledges that Franchisor is the lawful and sole owner of the domain name "nextaff.com" which domain name incorporates Franchisor's trademark NEXTAFF®. Franchisee agrees not to register the trademark

NEXTAFF® or any of the Licensed Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names, including, but not limited to, generic and country code top level domain names available at the present time or in the future.

D. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

Franchisee must notify Franchisor immediately in writing of any apparent infringement of, or challenge to, Franchisee's use of any Licensed Mark, or claim by any person of any rights in any Licensed Mark or any similar trade name, trademark or service mark of which Franchisee becomes aware. Franchisee must not communicate with any person other than Franchisor and its counsel regarding any infringement, challenge or claim. Franchisor and/or its licensor has sole discretion to take any action it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. Franchisee agrees to execute all documents, render assistance, and do all acts and things as may, in the opinion of Franchisor's counsel, be advisable to protect and maintain the interests of Franchisor and/or its licensor in any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding or to otherwise protect and maintain the interests of Franchisor and/or its licensor in the Licensed Marks.

E. INDEMNIFICATION OF FRANCHISEE/DISCONTINUANCE OF USE OF LICENSED MARKS

Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which he is held liable in any proceeding in which Franchisee's use of any Licensed Mark is held to constitute trademark infringement, unfair competition, or dilution, and for all costs reasonably incurred by Franchisee in the defense of any claim brought against him or in any proceeding in which he is named as a party, if Franchisee has timely notified Franchisor of the claim or proceeding and has otherwise complied with this Agreement and that Franchisor has the right to defend any claim. If Franchisor defends the claim, Franchisor has no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursements of any attorney retained by Franchisee.

If it becomes advisable at any time, in Franchisor's sole discretion, for Franchisor and/or Franchisee to modify or discontinue use of any Licensed Mark, and/or use one or more additional or substitute trademarks or service marks, Franchisee agrees to comply within a reasonable time after notice by Franchisor, and the sole liability and obligation of Franchisor in any event shall be to reimburse Franchisee for the out-of-pocket costs of complying with this obligation.

7. CONFIDENTIAL INFORMATION

Franchisor possesses certain confidential information consisting of the methods, techniques, formats, Specifications, procedures, information, systems, and knowledge of and experience in the operation and franchising of Nextaff Franchises (the "Confidential Information"). Franchisee acknowledges and agrees that the information Franchisee now has or obtains in the future concerning the System and the concepts and methods of promotion and operation of the Nextaff Franchise are derived from Franchisor pursuant to this Agreement and that such Confidential Information may constitute a Trade Secret of Franchisor. For purposes of this Agreement, "Trade Secrets" shall mean information or data about Franchisor or about the operation of the Nextaff Franchise or about any of its services or products, including, but not limited to, technical or non-technical data, methods, techniques, processes, financial data, financial plans, marketing plans, services and promotional plans, lists of vendors and approved vendors,

customer lists, customer contracts, that (a) derive economic value, actual or potential, from not generally being known to or generally ascertainable by proper means by other persons who can obtain economic value from their disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Franchisor discloses the Confidential Information and Trade Secrets to Franchisee in furnishing Franchisee the training program, the Operations Manual and the guidance furnished to Franchisee in the operation of the Nextaff Franchise during the term of this agreement. Franchisee acknowledges and agrees that it and its Principals do not acquire any interest in the Confidential Information or Trade Secrets, other than the right to utilize them in the operation of the Nextaff Franchise during the term of the Franchise and that the use or duplication of the Confidential Information or Trade Secrets in any other business constitutes an unfair method of competition. Franchisee acknowledges and agrees that the Confidential Information and the Trade Secrets are proprietary to Franchisor and are disclosed to Franchisee solely on the condition that Franchisee agrees and Franchisee does agree that it and its Principals:

(1) will not ever use the Confidential Information or Trade Secrets in any other business capacity;

(2) will maintain the absolute confidentiality of the Confidential Information and Trade Secrets during and after the term of the Franchise;

(3) will not make unauthorized copies of any portion of the Confidential Information or Trade Secrets disclosed in written form;

(4) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information or Trade Secrets, including restrictions on disclosure to others. Franchisor discloses the Confidential Information to Franchisee in furnishing Franchisee the training program, the Operations Manual and in guidance furnished to Franchisee during the term of the Franchise.

Franchisee acknowledges and agrees that Franchisee does not acquire any interest in the Confidential Information, other than the right to utilize it in the development and operation of the Nextaff Franchise during the term of the Franchise Agreement, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. Franchisee acknowledges and agrees that the Confidential Information is proprietary and is a Trade Secret of Franchisor and is disclosed to Franchisee solely on the condition that Franchisee agrees, and Franchisee does hereby agree, that Franchisee:

(5) will not use the Confidential Information in any other business or capacity;

(6) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise;

(7) will not make any unauthorized copies of any portion of the Confidential Information disclosed in written form;

(8) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to employees of the Nextaff Franchise and the use of nondisclosure and noncompetition clauses in employment agreements; and

(9) will sign the Confidentiality Agreement set forth in Exhibit B or such other form as Franchisor may require and will require all Principals, managers, assistant managers and employees who have access to the Confidential Information to sign such agreement.

If Franchisee obtains Franchisor's prior written consent, which consent shall not be unreasonably withheld, the restrictions on Franchisee's disclosure and use of the Confidential Information shall not apply to (a) information, processes or techniques which are or become generally known in the staffing industry, other than through disclosure (whether deliberate or inadvertent) by Franchisee; or (b) disclosure of Confidential Information in judicial or administrative proceedings to the extent Franchisee is legally compelled to disclose information, provided Franchisee uses its best efforts, and affords Franchisor the opportunity, to obtain an appropriate protective order or other insurance satisfactory to Franchisor of confidential treatment for the information required to be so disclosed.

Franchisee acknowledges and agrees that Franchisor would be unable to protect its Trade Secrets against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Nextaff Franchises if owners of Nextaff Franchises were permitted to hold interests in any other similar businesses providing or selling the Services. Therefore, during the term of the Franchise Agreement, neither Franchisee, any shareholder, partner, or member (if Franchisee is a corporation, partnership or limited liability company), nor any member of his or their immediate families may have any interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any other similar office providing or selling any Services offered by a Nextaff Franchise, except for a Nextaff Franchise operated under franchise agreements granted by Franchisor and the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent or less of that class of securities. For purposes of this Agreement, immediate family means spouse and children.

Franchisee agrees that Franchisor has the perpetual right to use and authorize other Nextaff Franchises to use, and Franchisee must fully and promptly disclose to Franchisor, all ideas, concepts, methods, and techniques relating to the development and/or operation of a Nextaff Franchise conceived or developed by Franchisee and/or its employees during the term of this Agreement.

8. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

It is understood and agreed by the parties that this Agreement does not create a fiduciary relationship between them, that Franchisor and Franchisee are independent contractors and that nothing in this Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose.

Franchisee must conspicuously identify himself at the premises of the Nextaff Franchise and in all dealings with clients, lessors, contractors, vendors, public officials and others as the owner of the Nextaff Franchise under a Franchise Agreement with Franchisor and must place other notices of independent ownership on signs, forms, stationery, advertising and other materials as Franchisor requires.

Franchisor has not authorized or empowered Franchisee to use the Licensed Marks except as provided by this Agreement, and Franchisee must not employ any Licensed Mark in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument, or other legal obligation without the prior written consent of Franchisor or employ any Licensed Mark in a manner that is likely to result in liability of Franchisor for Franchisee's indebtedness or obligations.

Neither Franchisor nor Franchisee shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and franchisee, and neither Franchisor nor Franchisee is obligated by or has any liability under any agreements or representations made by the other that are not expressly authorized, nor is Franchisor obligated for any damages to any person or property directly or indirectly arising out of the operation of the Nextaff Franchise, whether or not caused by Franchisee's negligent or willful action or failure to act.

Franchisee agrees to – and hold Franchisor and its subsidiaries, affiliates, stockholders, directors, officers, employees, agents and assignees harmless from and against, and to reimburse them for, any loss, liability, claims, taxes or damages (actual or consequential) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including reasonable accountants', attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) which any of them may suffer, sustain or incur by reason of, arising from or in connection with, Franchisee's ownership or operation of the Franchise, unless the loss, liability or damage is solely due to the negligence of Franchisor.

Each party shall hold harmless and indemnify the other party from and against any and all liabilities, claims, losses, costs, damages and expenses (including reasonable attorneys' fees, fines and penalties) which the other party may incur or become liable for as a result of any acts, errors, omissions or negligence of the indemnifying party, including any violation of federal, state and local laws, regulations, ordinances or rules including, without limitation, the following:

> Title VII of the Civil Rights Act of 1964; The Civil Rights Act of 1991; The Age Discrimination in Employment Act of 1967; The Employee Retirement Income Security Act of 1974; The Rehabilitation Act of 1973; The National Labor Relations Act; The Fair Labor Standards Act of 1938; The Americans with Disabilities Act; The Family and Medical Leave Act of 1993; The Vietnam Era Veterans Readjustment Assistance Act of 1974; The Veterans Reemployment Rights Act of 1970; The Occupational Safety and Health Act of 1970; Workers Adjustment Retraining and Notification Act; The Equal Pay Act of 1963; Older Workers Benefit Protection Act; Executive Order 11246; 42 U.S.C. Sections 1881, 1982, 1983, 1985, 1987 and 1988; Illinois Human Rights Act; Alabama Code Section 25-5-11; and any other state or federal statute, executive order, regulation, ordinance, or provision of the United States Constitution, regulating or applying to employment or equal employment opportunity.

The indemnities and assumptions of the liabilities and the obligations continue in full force and effect after the expiration or termination of this Agreement.

9. FRANCHISE FEES; COLLATERAL RESERVE; GUARANTY

A. INITIAL FRANCHISE FEE

Franchisee must pay Franchisor an initial franchise fee equal to $49,000 upon the execution of this Agreement, provided that Franchisor shall reduce the initial franchise fee under the following circumstances:

(1) If Franchisee has been an employee of a NEXTAFF Franchise for a minimum of 24 months immediately before signing this Agreement, the initial franchise fee is $24,500;

(2) If a franchisee is a veteran of the United States Armed Forces, the initial franchise fee $39,200;

(3) If Franchisee is purchasing more than one Nextaff Franchise or has more than one Territory, Franchisor may reduce the initial franchise fee for each additional location or territory; and

(4) If the Nextaff Franchise qualifies as a Conversion Franchise, the initial franchise fee is $1.

The initial franchise fee must be paid at the time the Franchise Agreement is signed and is fully earned by Franchisor upon execution of this Agreement and is nonrefundable.

B. LAUNCH FEE

For a Traditional Franchise, Franchisee must pay Franchisor a launch fee in the amount of $6,675 (the "Traditional Launch Fee"), and Franchisor shall provide the following items for the Traditional Launch Fee: (i) the internal Nextaff sign; (ii) Nextaff promotional and marketing material; (iii) initial press release; (iv) custom webpage, with initial search engine optimization (SEO); and (v) airfare and hotel expenses for the current year's annual convention.

For a Virtual Franchise, Franchisee must pay Franchisor a launch fee in the amount of $2,771 (the "Virtual Launch Fee"), for a Virtual Franchise and Franchisor shall provide the following items for the Virtual Launch Fee: (i) Nextaff promotional and marketing material; (ii) your initial press release; (iii) your custom webpage, with initial search engine optimization (SEO) and (iv) your airfare and hotel expenses for the current year's annual convention.

For a Conversion Franchise, Franchisee must pay Franchisor a launch fee in the amount of $4,415 (the "Conversion Launch Fee"), for a Conversion Franchise and Franchisor shall provide the following items for the Virtual Launch Fee: (i) Nextaff promotional and marketing material; (ii) your initial press release; (iii) your custom webpage, with initial search engine optimization (SEO) and (iv) your airfare and hotel expenses for the current year's annual convention.

Each launch fee must be paid at the time the Franchise Agreement is signed and is fully earned by Franchisor upon execution of this Agreement and is non-refundable.

C. ROYALTY FEES

Franchisor shall retain, on a weekly basis, a non-refundable royalty fee (the "Royalty Fee") equal to the sum of the Gross Wages, Buyout Payments, and Direct Hire Payments (all as defined below) multiplied by a percentage set forth in the following table where the percentage is determined based on the Gross Wages paid to the Field Employees of the Franchisee during the preceding calendar year:

PRIOR 12 MONTH GROSS WAGES (SEPT - AUG)	PERCENTAGE FOR ROYALTY FEE FOR FOLLOWING YEAR
$0 to $3 million	9.00%
$3m to $4m -	8.75%
$4m to $5m -	8.50%
$5m to $6m -	8.25%
$6m to $7m -	8.00%
$7m to $8m -	7.75%
more than $8m -	7.50%

Franchisor currently reimburses the difference between the stated royalty fee and the reduced royalty fee as an annual payment each year based on calculations for a fiscal year beginning September 1st and ending August 31st, but Franchisor reserves the right to change the timing of these reimbursements back to Franchisee

As described in Section 5, clients of Franchisee will make payments on invoices for all Services provided by Franchisee directly to Franchisor. Franchisor will use the Gross Revenue collected by Franchisor from Franchisee's clients' payments to (i) pay Direct Payroll Costs (as defined in Section 1); (ii) fund the Collateral Reserve (as defined below in Section 9.H.), (iii) satisfy any Weekly Finance Charges (as defined below in Section 9.G.), (iv) contribute any amounts due to the Brand Fund as set forth in Section 11, paragraph A, (v) reimburse Franchisor for any costs incurred for the pre-employment assessment profiles for Field Employees and (vi) fund the payment of all Royalty Fees due Franchisor. Franchisor will then remit the balance to Franchisee after the amounts above have been subtracted from Gross Revenue collected by Franchisor. The Royalty Fee is waived for the first six months after the Effective Date. Beginning with the seventh month after the Effective Date, the Royalty Fee is due on Friday of each week for the Gross Wages for the previous week. Beginning on Month 13, a minimum Royalty of $1,000 per month will be withheld.

Franchisor shall waive the Royalty Fees during the first six months after the Effective Date (the "Waiver") due from Franchisee if the Territory owned by Franchisee is located in a geographic area that has not previously had a Nextaff Franchise and the Franchisee meets the eligibility requirements for the Waiver stated below.

In addition, if the Nextaff Franchise operated by Franchisee is eligible for the Waiver and does not achieve at least $5,000 a week in Gross Revenue, at least once, within the 6 months after the Effective Date, Franchisee shall receive a three-month extension of the Waiver.

To be eligible for the Waiver, Franchisee must satisfy all of the following conditions in developing and operating the Nextaff Franchise:

- complete all required launch training for the Nextaff Franchise by the due date set by the Franchisor;
- meet or exceed staffing requirements set forth in the Operations Manual;
- meet or exceed Advertising – Candidate and Client marketing expenditure recommendations for the Nextaff Franchise set forth in the Operations Manual;
- complete all sales and recruiting activity recommendations given during training;

- attend at least 90% of all coaching calls for the Nextaff Franchise;
- attend at least 90% of all system wide calls and NFORM meetings;
- attend the annual franchisee meeting, to the extent one is held by the Franchisor;
- grant Franchisor access to review the financial statements of the Nextaff Franchise operated by Franchisee; and
- pay all required marketing and technology fees, when due.

D. TECHNOLOGY FEES; ANNUAL MEETING REGISTRATION FEE

Franchisor reserves the right to charge Franchisee technology fees on a pass-through basis based on the costs Franchisor incurs with third-party vendors who provide various technology solutions. Franchisor will charge these fees to Franchisee and then remit payment to each vendor on behalf of Franchisee. The required technology vendors and the charges for each vendor are set forth in the Operations Manual, and Franchisor will update the Operations Manual from time to time based on changes to the vendors or charges by each vendor.

Franchisor will renegotiate the rates charged by these third-party vendors at least annually, and the rates and charges for the technology services provided by these vendors may decrease, increase, or remain the same based upon each negotiation. Franchisor reserves the right to change or add various types of technology and pass along any charges imposed by these vendors.

Franchisor will collect $100 per month, beginning the September after Franchisee opens their office for the annual conference. This pays for conference attendance for the Franchisees and their staff, as well as 3 nights for one hotel room, for the convention.

E. REIMBURSEMENT FOR APPOINTMENT PROVIDER COSTS

If Franchisee is not meeting the minimum performance standards and specifications and does not have a business development representative or dedicated appointment setting vendor in place, Franchisor may require Franchisee to use one of Franchisor's appointment setting service providers and pay the costs associated with Franchisee's use of such service provider.

F. ONLINE RECRUITING SOFTWARE OR JOB BOARD USER FEES

Franchisor reserves the right to charge Franchisee a fee for online recruiting software or job board user fees, based on user fees charged by the service provider.

G. FRANCHISEE GUARANTY

Franchisee hereby guarantees the collection of the Accounts Receivable generated from the Nextaff Franchise including, without limitation, all charges for Services (the "Franchisee Guaranty"). If an invoice remains outstanding for 90 days or more after the original invoice date, Franchisor shall have the right to charge Franchisee for the entire amount of the Direct Payroll Costs incurred by Franchisor related to the outstanding invoice. Franchisee agrees that this guaranty is a guaranty of payment and performance and not of collection, and that its obligations under this guaranty shall be primary, absolute, and unconditional, irrespective of, and unaffected by:

(1) the genuineness, validity, regularity, enforceability, or any future amendment of, or change in this Agreement or any other agreement, document or instrument to which Franchisee or any client of Franchisee is or may become a party;

(2) the absence of any action to enforce this Agreement or the waiver or consent by Franchisor with respect to any of the provisions thereof;

(3) the existence, value, or condition of, or failure to perfect Franchisor's lien against any collateral for this Agreement or any Accounts Receivable or any action, or the absence of any action, by Franchisor in respect thereof (including, without limitation, the release of any such security); or

(4) the insolvency of any client of Franchisee; or

(5) any other action or circumstances which might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

In addition to the foregoing waivers contained in the preceding paragraphs of this Section 9.G., Franchisee waives and agrees that it shall not at any time insist upon, plead or in any manner whatever claim or take the benefit or advantage of, any appraisal, valuation, stay, extension, marshaling of assets or redemption laws, or exemption, whether now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance by Franchisee of its obligations under, or the enforcement by Franchisor of, this Agreement. Franchisee hereby waives diligence, presentment and demand (whether for non-payment or protest or of acceptance, maturity, extension of time, change in nature or form of the obligations hereunder, acceptance of further security, release of further security, composition or agreement arrived at as to the amount of, or the terms of, the Accounts Receivable, notice of adverse change in the financial condition of any client of Franchisee or any other fact which might increase the risk to Franchisee) with respect to any of the Accounts Receivable or all other demands whatsoever and waives the benefit of all provisions of law which are or might be in conflict with the terms of this Agreement. Franchisee represents that, as of the Effective Date, its obligations under this Agreement are not subject to any counterclaims, offsets, or defenses against Franchisor.

Franchisee hereby acknowledges and agrees that Franchisor may at any time or from time to time, with or without the consent of, or notice to, Franchisee:

(1) change or extend the manner, place, or terms of payment of, or renew or alter all or any portion of, the Accounts Receivable;

(2) take any action under or in respect of the Accounts Receivable in the exercise of any remedy, power or privilege relating thereto or available to it at law, equity or otherwise, or waive or refrain from exercising any such remedies, powers, or privileges;

(3) amend or modify, in any manner whatsoever, any document evidencing or relating to any Account Receivable;

(4) extend or waive the time for any client of Franchisee in connection with its performance of, or compliance with, any term, covenant, or agreement on its part to be performed or observed under any document evidencing or relating to any Account Receivable, or waive such performance or compliance or consent to a failure of, or departure from, such performance or compliance;

(5) take and hold collateral for the payment of the Accounts Receivable guaranteed hereby or sell, exchange, release, dispose of, or otherwise deal with, any property pledged, mortgaged, or conveyed, or in which Franchisor has been granted a lien, to secure any Account Receivable; and

(6) release anyone who may be liable in any manner for the payment of any Account Receivable;

and Franchisor shall not incur any liability to Franchisee as a result thereof, and no such action shall impair or release the rights of Franchisor against Franchisee under this Agreement.

Franchisee acknowledges and agrees that it bears full financial responsibility for all uncollected Accounts Receivable generated from its Clients, and Franchisor may deduct, offset, or charge against any amounts otherwise payable to Franchisee any unpaid sums, Direct Payroll Costs, or other charges related to such uncollected Accounts Receivable.

H. NON-COMPLIANCE WEEKLY FINANCE CHARGE

For client accounts over 60 days old, Franchisor will charge Franchisee a non-compliance weekly finance charge equal to .245% on the amount of the account over 60 days old, until collected, written off or charged back, unless otherwise specifically agreed to in writing. There will be a $250 weekly charge, for each week an office's payroll is submitted to the Franchisor after 12 pm Central time.

I. COLLATERAL RESERVE

(1) To secure the Franchisee Guaranty (as defined above in Section 9.G.), Franchisor may deduct a portion of the amounts collected from Accounts Receivable (the "Collateral Reserve Deduction") and hold such funds (without any obligation to segregate such funds from its own funds) as collateral security (the "Collateral Reserve") for the payment and performance of the Franchisee Guaranty. The Collateral Reserve Fee is waived for the first six months after the Effective Date.

The "Collateral Reserve Balance" for Franchisee is the amount held by Franchisor that represents the aggregate amount of all Collateral Reserve Deductions collected from Franchisee minus all amounts that must be paid or incurred by Franchisor on Franchisee's behalf for uncollected Accounts Receivable. The Collateral Reserve Balance will not be segregated and will be retained by Franchisor. Franchisor will maintain a ledger of the amount of Collateral Reserve Balance for Franchisee, and absent manifest error, such ledger shall be deemed conclusive proof of the amount of the Collateral Reserve Balance for Franchisee. The Collateral Reserve Balance is not a deposit account.

Currently the maximum amount of Collateral Reserve Deduction equals one percent (1%) of Gross Wages and is collected by Franchisor until the Collateral Reserve Balance for Franchisee is equal to or greater than $25,000 and Days Sales Outstanding (DSO) is under 45 days. Once Franchisee's Collateral Reserve Balance equals or exceeds $25,000, and DSO is under 45 days, the Collateral Reserve Deduction shall be reduced to zero. Franchisor has the right to increase the minimum required Collateral Reserve Balance for Franchisee up to a maximum amount of $50,000. The Collateral Reserve Balance can be used to offset uncollected amounts or deductibles of at least $2,500 per occurrence.

(2) No interest will be credited to Franchisee with respect to its Collateral Reserve Balance. Franchisor is entitled to keep all the profit or interest derived from the use of the Collateral Reserve. Franchisee will not be permitted to receive any portion of the Collateral Reserve until this Agreement is

terminated and all direct, indirect, contingent and non-contingent obligations of Franchisee to Franchisor have been satisfied.

(3) Upon any default by Franchisee under this Agreement or under any other agreement with Franchisor, Franchisor may immediately setoff, recoup and apply against any obligations of Franchisee hereunder (including the Franchisee Guaranty) any and all amounts held as Collateral Reserve.

(4) Franchisee hereby grants Franchisor a first priority security interest in (A) the Collateral Reserve, whether now existing or arising hereafter, and regardless of whether the Collateral Reserve is classified in whole or in part as an account, money, general intangible, or other personal property, (B) any checks, instruments, cash or other amounts received as payments retained as Collateral Reserve, and (C) all proceeds thereof.

(5) Any balance remaining in the Collateral Reserve less any uncollected amounts from accounts receivable generated by your NEXTAFF Franchise will be paid to you without interest within 90 days after the termination of the Franchise Agreement.

The collateral granted to Franchisor in Section 9(C) of this Agreement is sometimes collectively referred to herein as the "Collateral". Franchisee authorizes Franchisor to file financing statements wherever Franchisor deems appropriate to perfect the security interests granted to Franchisor in the Collateral. Franchisee represents, warrants and agrees that (i) the security interests granted in the Collateral pursuant to this Agreement are and will continue to be first-lien security interests, (ii) no financing statement covering any portion of any of the Collateral is on file in any public office, (iii) the Collateral is free of all liens, claims and other encumbrances, other than the security interest granted to Franchisor under this Agreement, (iv) the Franchisee will not grant or permit to exist any lien or security interest in any portion of the Collateral, other than the security interest granted Franchisor under this Agreement, (v) Franchisee will defend the Collateral against the claims and demands of all third persons; (vi) Franchisee will give Franchisor at least sixty (60) days prior written notice of any change in the name or state of organization of Franchisee and prompt written notice of any proceeding related to the solvency of Franchisee or any proceeding to seize or possess any of the Accounts Receivable; and (vii) Franchisee will pay any expenses incurred by Franchisor to enforce the security interest granted to Franchisor.

J. ROLLOUT COMMISSION

For each Rollout Franchisee, Franchisor will pay Franchisee, on a monthly basis, an amount equal to 10% of the Royalty Fees received by Franchisor from the Services provided, and Gross Wages generated, by the Rollout Franchisee for the term of the Rollout Franchisee's Franchise Agreement, provided and contingent upon the Franchisee being in compliance with the terms of this Franchise Agreement.

K. INSURANCE

Franchisor will charge Franchisee the following amounts for general liability, EPLI and E&O insurance for Franchisee's Field Employees: .39% of Gross Wages for commercial and information technology; and .59% of Gross Wages for healthcare. We charge the following amounts for Credit Insurance: .143% of Gross Revenue. We charge the following amounts for Cyber Insurance: .135% of Gross Revenue. You must also acquire certain levels of insurance as required by the Franchise Agreement. If you fail to maintain these levels, we may obtain insurance coverage on your behalf and bill you for the cost of related premiums.

L. INTEREST ON LATE PAYMENTS

All Royalty Fees due from Franchisee to Franchisor and other amounts which Franchisee owes to Franchisor or its affiliates shall bear interest after the due date at .245% per week. The interest rate must not exceed the highest applicable legal rate for open account business credit in the state in which the Nextaff Franchise is located.

Franchisee acknowledges that this Paragraph does not constitute Franchisor's agreement to accept payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of the Nextaff Franchise. Further, Franchisee acknowledges that his failure to pay all amounts when due constitutes grounds for termination of this Agreement, as provided in Section 17 of this Agreement.

M. APPLICATION OF PAYMENTS

Franchisor has sole discretion to apply any payments received from Franchisee, or any indebtedness of Franchisor to Franchisee, to any past due indebtedness of Franchisee for royalty fees, advertising contributions (if applicable), purchases from Franchisor or its affiliates, interest or any other indebtedness of Franchisee to Franchisor or its affiliates.

N. WITHHOLDING PAYMENTS UNLAWFUL

Franchisee and Franchisor agree that neither Franchisee nor Franchisor will withhold payment of any royalty or any other amount due the other party and that the alleged non-performance or breach of any obligations under this Agreement or any related agreement does not establish a right at law or in equity to withhold payments due the other party for royalty fees or any other amounts due.

10. NEXTAFF FRANCHISE IMAGE AND OPERATING STANDARDS

A. CONDITION AND APPEARANCE OF NEXTAFF FRANCHISE/ REBUILDING OF NEXTAFF FRANCHISE

Franchisee agrees to maintain the condition and appearance of the Nextaff Franchise consistent with the image of a Nextaff Franchise as an attractive, clean, and efficiently operated Franchise, offering efficient and courteous service. Franchisee agrees to accomplish refurbishing and maintenance of the Nextaff Franchise, and modifications and additions to its layout, decor and general theme, as is required to maintain the condition, appearance, efficient operation, ambience and overall image (as may be modified by Franchisor), including replacement of worn out or obsolete equipment, computer hardware, software, or signs, repair of the interior and exterior of the Nextaff Franchise. If, at any time in Franchisor's reasonable judgment, the general state of repair, appearance or cleanliness of the premises of the Nextaff Franchise (including parking areas) or its fixtures, equipment, or signs do not meet Franchisor's standards, Franchisor shall so notify Franchisee, specifying the action to be taken by Franchisee to correct any deficiency. If Franchisee fails or refuses to initiate within 10 days after receipt of notice, and continue in good faith and with due diligence, a bona fide program to undertake and complete any required maintenance or refurbishing, Franchisor has the right (in addition to its rights under Section 17 of this Agreement), but is not obligated, to enter upon the premises of the Nextaff Franchise and effect maintenance and refurbishing on Franchisee's behalf, and Franchisee must pay the entire cost to Franchisor on demand.

If the Nextaff Franchise is damaged or destroyed by fire or any other casualty, Franchisee must, within 90 days, initiate repairs or reconstruction, and, thereafter, in good faith and with due diligence, continue (until completion) repairs or reconstruction, in order to restore the premises of the Nextaff Franchise to its original condition before any casualty. If, in Franchisor's reasonable judgment, the damage or destruction is of a nature or to an extent that it is feasible for Franchisee to repair or reconstruct the premises of the Nextaff Franchise. Franchisor may require Franchisee, by giving written notice, to repair or reconstruct the premises of the Nextaff Franchise.

B. UNIFORM IMAGE/CLIENT AND LOCATION RESTRICTION

The presentation of a uniform image to the public is an essential element of a successful franchise system. Franchisee agrees that the Nextaff Franchise will only offer for sale or provide the services approved by Franchisor, in its sole discretion, as appropriate for Nextaff Franchises.

Franchisee further agrees that the Nextaff Franchise will not, without prior written approval by Franchisor, offer any products or services not then authorized by Franchisor for Nextaff Franchises.

C. NEXTAFF SERVICES

Franchisee acknowledges and agrees that the Franchisor's methodology is proprietary and necessary to the System and, that all Services, including, without limitation, the recruiting, screening and hiring of quality talent, must be provided uniformly by all franchisees and that the Services are uniquely suited for distribution through NEXTAFF Franchises and, in the mind of the public, are interrelated with the Licensed Marks; and that the reputation and goodwill of NEXTAFF Franchises are based upon, and can be maintained only by uniform and consistent standards and performance by each Nextaff Franchise. Franchisee agrees that the Nextaff Franchise will only offer and provide services that have been approved by Franchisor in writing.

A Traditional Franchisee shall only solicit potential clients within its Territory and furnish those clients with qualified Field Employees on Franchisor's payroll as orders for Services are received. Franchisee shall provide Franchisor with all necessary payroll and billing information requested by Franchisor.

Franchisor may conduct market research and testing to determine consumer trends and the salability of new services. Franchisee agrees to participate in Franchisor's market research programs that may be conducted by Franchisor in its sole discretion, by test marketing new services in the Nextaff Franchise. Franchisee agrees to provide Franchisor with timely reports and other relevant information regarding market research. Franchisee agrees to provide the tested services and effectively promote and make a reasonable effort to sell any such services.

Franchisee agrees to advertise, recruit, screen, test, evaluate and dispatch Field Employees as required by the Operations Manual.

A Traditional Franchisee agrees to hire a salesperson or a dedicated appointment setting vendor. If Franchisee is not meeting the minimum performance standards and specifications and does not have a salesperson or dedicated appointment setting vendor in place, Franchisor reserves the right to require Franchisee to use one of Franchisor's appointment setting service providers. Franchisee will be responsible for all costs associated with this service provider.

D. STANDARDS OF SERVICE

Franchisee must, at all times, give prompt, courteous and efficient service to its clients. The Nextaff Franchise must, in all dealings with its clients and employees and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct.

E. SPECIFICATIONS, STANDARDS AND PROCEDURES

Franchisee acknowledges and agrees that each and every detail of the operation of the Nextaff Franchise is important to Franchisor and other franchisees. Franchisee agrees to maintain the highest standards of quality and service and, accordingly, agrees to comply with all mandatory specifications, standards and operating procedures (whether contained in the Operations Manual or any other written or oral communication to Franchisee) relating to providing and selling the Services, and the operation of a Nextaff Franchise, including:

(1) Type and quality of services;

(2) Source, quality and uniformity of services;

(3) Methods and procedures relating to marketing and dealing with clients;

(4) The safety, maintenance, cleanliness, function and appearance of the Nextaff Franchise premises;

(5) Qualifications and demeanor of Field Employees;

(6) Use of Licensed Marks;

(7) Use and retention of standard forms;

(8) Use of exterior and interior signs, posters, displays, standard formats and similar items;

(9) Identification of Franchisee as the independent owner of the Nextaff Franchise; and

(10) Advertising and promotion.

Mandatory specifications, standards and operating procedures prescribed by Franchisor in the Operations Manual for Nextaff Franchises or otherwise communicated to Franchisee in writing constitute provisions of this Agreement as if fully set forth herein. All references to this Agreement include all mandatory Specifications, standards and operating procedures contained in the Operations Manual and otherwise communicated to Franchisee.

Franchisee must use the approved vendors designated by Franchisor, in its sole discretion, for all Services and must comply with standards, Specifications and procedures for entry of payroll data and payment as may be established by Franchisor.

F. APPROVED VENDORS FOR DESIGNATED ITEMS

In the operation of the Franchisee's Nextaff Franchise, Franchisee must use (a) Franchisor (and/or its designated service provider) for all payroll services and (b) only those services, decorating materials, fixtures, equipment and signs that Franchisor has approved for use in Nextaff Franchises. Franchisor reserves the right to pass-through any costs it incurs on behalf of Franchisee in providing payroll services and/or providing or arranging for any of the items described in this paragraph. If Franchisor charges Franchisee for any pass-through costs, the amount of those charges will be included in the Operations Manual.

If Franchisee proposes to use any other payroll vendor, screening vendor, or testing vendor, Franchisee must first notify Franchisor in writing and must submit to Franchisor, upon its request, sufficient specifications and/or other information or samples for a determination by Franchisor as to whether such services comply with its specifications and standards, which determination Franchisor will make and communicate in writing to Franchisee within a reasonable time.

Franchisee must comply with all of Franchisor's standards and Specifications the Designated Items used in connection with providing and selling the Services. Franchisor will publish the standards and Specifications relating to the Designated Items in written or electronic communications to Franchisee. Franchisee agrees to use Franchisor's designated vendor for all such services, signage, supplies and materials and to obtain certain software required by Franchisor. If Franchisee desires to purchase, lease or use another vendor for those items, Franchisee must submit to Franchisor a written request for approval. Franchisee must not purchase or lease those items from any other vendor until and unless Franchisor approves that vendor in writing. Franchisor may modify the list of approved brands, brand specifications, and/or vendors, and Franchisee must not, after receiving the modifications in writing, reorder any other brand or reorder from any other vendor. Franchisor must, within a reasonable time, notify Franchisee whether or not a proposed brand and/or vendor is approved. Franchisor may prescribe procedures for the submission of requests for approved brands or vendors and obligations that approved vendors must assume (which may be incorporated in a written agreement to be executed by approved vendors). Franchisor may impose limits on the number of vendors and/or brands to be used in connection with the operation of the NEXTAFF Franchise.

G. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee must secure and maintain in full force and effect all required licenses, permits and certificates relating to the operation of the Nextaff Franchise and must operate the Nextaff Franchise in compliance with all applicable laws, ordinances and regulations. Franchisee is responsible for, and must strictly comply with, all federal and state laws and regulations governing the staffing industry including, without limitation, licensing and bonding.

Franchisee must notify Franchisor in writing within five days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, award of decree, by any court, agency, or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or of the Nextaff Franchise.

All advertising and promotion by Franchisee must be completely factual and must conform to the highest standards of ethical advertising. Franchisee agrees to refrain from any business or advertising practice which may be injurious to the business of Franchisor and the goodwill associated with the Licensed Marks and other Nextaff Franchises.

H. MANAGEMENT OF THE FRANCHISE/CONFLICTING INTERESTS

The Nextaff Franchise must at all times be under Franchisee's direct, day-to-day, full-time supervision (or, if Franchisee is a partnership, corporation or limited liability company, a partner, shareholder or member who has been approved by Franchisor as the managing partner, shareholder or managing member and who has satisfactorily completed the training program) or an operating manager who has been approved by Franchisor and who has satisfactorily completed Franchisor's training program. If an operating manager supervises the Nextaff Franchise, Franchisee (or managing partner, shareholder or managing member) must remain active in overseeing the operations of the Nextaff Franchise conducted under the supervision of the manager.

Franchisee must, at all times, faithfully, honestly and diligently perform his obligations and continuously exert his best efforts to promote and enhance the Nextaff Franchise. The person who is responsible for the day-to-day supervision of the Nextaff Franchise (i.e., the managing partner, shareholder or managing member, or the approved manager) must be physically present at the location during normal business hours and must assume responsibilities on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with Franchisee's obligations.

If, at any time, the Nextaff Franchise is not being managed by Franchisee (or, if Franchisee is a partnership, corporation or a limited liability company, the managing partner, shareholder or managing member) or an approved manager who has satisfactorily completed Franchisor's training program, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Nextaff Franchise for and on Franchisee's behalf. Franchisor's appointment of a manager of the Nextaff Franchise does not relieve Franchisee of his obligations or constitute a waiver of Franchisor's right to terminate the Franchise pursuant to Section 17 of this Agreement. Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Nextaff Franchise or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Nextaff Franchise while it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

I. FRANCHISEE INSURANCE

In addition to the insurance maintained on Franchisee's behalf by Franchisor as provided in Section 5., Franchisee must, at all times during the term of this Agreement, maintain in full force and effect, at its sole expense, on a primary, rather than on a participatory basis with Franchisor, the following insurance, naming Franchisor as an additional insured:

(1) Comprehensive General Liability insurance, including products liability, property damage, and personal injury coverage of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and

(2) Professional Liability Insurance applicable to any wrongful or negligent act or omission in limits of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and

(3) Commercial Property Liability Insurance providing all risk coverage with limits equal to the value of contents, business personal property, and betterments and improvements, where applicable; and

(4) Owned, Non-owned, and Hired Automobile Liability Insurance including personal injury, wrongful death and property damage with combined single limit coverage of not less than $1,000,000; and

(5) Employment Practices Liability Insurance in limits of not less than $1,000,000 per claim and in the aggregate, applicable to claims by your employees as well as third parties; and

(6) Crime Liability Insurance for employee theft and dishonesty that covers you for loss of money, securities and other assets resulting from dishonesty, theft or fraud with a minimum policy limit of $1,000,000 per occurrence; and

(7) Workers' Compensation Insurance coverage compliant with the statutory laws and requirements of the jurisdiction in which the work will be performed with respect to your employees; and

(8) Any other Insurance required by your landlord, the state and or locality in which the business is located and operated, in such amounts as required by agreements or statutes.

All insurance policies must be issued by the insurance carrier or insurance carriers acceptable to Franchisor and must name Franchisor as an additional insured, must contain a waiver of the insurance company's right of subrogation against Franchisor and must provide that Franchisor will receive 30 days' prior written notice of termination, expiration or cancellation of policy.

Franchisor may reasonably increase the minimum liability protection requirement annually and require at any time, on reasonable prior notice to Franchisee, different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product or motor vehicle liability litigation or other relevant changes in circumstances.

Franchisee must submit to Franchisor annually a copy of the certificate of, or other evidence of, the renewal or extension of each insurance policy. If Franchisee, at any time, fails or refuses to maintain in effect any insurance coverage required by Franchisor, or to furnish satisfactory evidence thereof, Franchisor, at its option and in addition to its other rights and remedies, may obtain insurance coverage on Franchisee's behalf, and Franchisee must promptly execute any applications or other forms or instruments required to obtain any insurance and pay to Franchisor, on demand, any costs and premiums incurred by Franchisor.

Franchisee's obligation to obtain and maintain the insurance described is not limited in any way by reason of any insurance maintained by Franchisor, nor does Franchisee's performance of obligations relieve Franchisee of any obligations under Section 87 of this Agreement. If you fail to maintain these levels, we may obtain insurance coverage on your behalf and bill you for the cost of related premiums.

Franchisee must submit to Franchisor within 90 days of execution of this Agreement, or at least two (2) weeks before Franchisee takes possession and commences development of the premises from which it will operate the Franchise, whichever first occurs, a copy of the Certificate of Insurance in compliance with these requirements.

11. ADVERTISING

A. BRAND FUND

Franchisee recognizes the value of advertising, marketing and public relations programs and the importance of the standardization of advertising, marketing and public relations programs and activities which will further the goodwill and public image of the franchise system. Franchisee agrees that Franchisor will develop and administer advertising, marketing and public relations materials and programs designed to promote and enhance the goodwill associated with the Licensed Marks. Franchisee expressly acknowledges and agrees that in all phases of any advertising, marketing and public relations and promotional programs and materials, that Franchisor's decision shall be final and binding on such matters as to, without limitation, the type, quantity, timing, placement, choice of advertising or marketing or public relations materials, the choice of media, market areas and the selection of advertising agencies or the utilization of independent contractor consultants or Franchisor's employees. Franchisee will be required to participate actively in such advertising or public relations or marketing or promotional programs.

Franchisor has instituted and is administering a Brand Fund and has sole discretion over the creative concepts, the materials and the media used and the placement and allocation of all advertising, marketing or public relations materials and activities. Franchisor has the right to determine, in its sole discretion, the composition of all geographic territories and market areas for the development and implementation of advertising, marketing and public relations programs. Franchisee acknowledges and agrees that the Brand Fund's programs and activities are intended to maximize public awareness of the franchise system and that Franchisor is under no obligation to ensure that Franchisee or any other franchisee benefits directly or pro rata from the placement or development of any such advertising, marketing or public relations programs, materials and activities.

The Brand Fund may be used to meet all costs and expenses related to the following Brand Fund programs and activities:

(i) Maintaining, administering, directing and preparing national, regional or local advertising materials, website development, or public relations materials and activities, including, without limitation, the cost of preparing all advertising and solicitation materials, programs and public relations materials and the creative concepts, the cost of conducting any advertising, marketing or public relations program or activity, the cost of preparing television, direct mail, magazine, billboard, newspaper, internet or any other media programs and activities;

(ii) Employing advertising agencies or utilizing Franchisor's personnel to perform advertising, marketing and public relations services, including the creative concepts;

(iii) Developing promotional brochures and advertising materials;

(iv) Conducting market research, testing and development of new services;

(v) Reimbursement of our administrative and personnel costs and the salaries and overhead associated with advertising, marketing, telemarketing, public relations, market research, product development and payment for consultants providing services and any expenses related thereto;

(vi) Any other advertising, marketing or public relations program designated by us and the development of any materials for any of these programs;

(vii) Any software or Software as a Service (SAAS) related to marketing;

(viii) Any dues for memberships in but not limited to American Staffing Association, Staffing Industry Analysts, National Federation of Independent Businesses, US Chamber of Commerce, International Franchise Association; and staffing and franchise roundtable and networking groups;

(ix) Any expenses, including travel, related to Franchisee convention.

For other costs and expenses related to the Brand Fund or any advertising, marketing or public relations program or the development of any such materials. The Brand Fund is not Franchisor's asset and is not a trust. Franchisor has no fiduciary obligation to Franchisee to administer the Brand Fund. Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Brand Fund in that year. Franchisor may make loans to the Brand Fund and if done so, the Brand Fund will be required to pay that amount back to Franchisor. Franchisor will cause the Brand Fund to invest any surplus for future use by the Brand Fund.

The media in which the advertising may be disseminated includes, without limitation, print, point of purchase, radio, direct mail, television, electronic marketing, websites and billboard and public relations articles and activities. The media coverage may be local, regional or national as determined by Franchisor in its sole discretion. The resource for the development of advertising, marketing or public relations materials may be Franchisor's employees, consultants selected by Franchisor or advertising, public relations or marketing agencies or representatives, as determined by Franchisor in its sole discretion. Franchisee may utilize Franchisee's advertising and marketing materials as developed by Franchisee, subject to submission to Franchisor and approval by Franchisor in writing of the content.

Throughout the term of the Franchise Agreement, Franchisee agrees to contribute to the Brand Fund, a minimum amount equal to the greater of $100 per week or 1.00% of Gross Wages. Franchisor may increase the amount Franchisee must contribute to the Brand Fund upon written notice in an amount not to exceed the greater of $100 per week or 1.50% of Gross Wages. Franchisee further agrees that Franchisor may retain the monthly amount due from Franchisee to the Brand Fund each month from the balance paid to Franchisee as provided in Section 9.B. The Brand Fund fee will begin on the first Friday of the first week after opening date.

The Brand Fund will not be used for any of Franchisor's general operating expenses, except for reimbursement to Franchisor for salaries, administrative costs and overhead as Franchisor determines is related to the activities in the development of advertising, marketing and public relations materials or programs or for the administration or direction of the Brand Fund and its programs and activities as outlined above, and for collecting and accounting for contributions to the Brand Fund. Franchisor will prepare an annual report of the operations of the Brand Fund, which will be available to Franchisee upon reasonable request.

Although the Brand Fund is intended to be perpetual, Franchisor may terminate the Brand Fund at any time in Franchisor's sole discretion. The Brand Fund will not be terminated until all monies paid to the Brand Fund have been expended for the activities of the Brand Fund.

The Brand Fund fee will be suspended if at such time the Brand Fund balance exceeds $5,000 multiplied by the number of Nextaff Franchises for three (3) consecutive months ("Brand Fund Cap"). As soon as the Brand Fund balance falls below the Brand Fund Cap, the fee shall resume.

Franchisor will make available to Franchisee for purchase by Franchisee the advertising, marketing and public relations materials, programs, including, without limitation, advertising public relations and marketing materials, brochures, direct mail materials, electronic communications, merchandising materials, or any other advertising, marketing or public relations or promotional material, which may be produced by the Brand Fund for purchase by Franchisee.

Franchisor has sole discretion over the selection of any media coverage which may be local, regional or national.

B. LOCAL ADVERTISING

Franchisee is not required to spend a minimum amount on local advertising. Franchisor recommends, however, the use of local classified ads for candidate recruiting.

C. COOPERATIVE

(1) Franchisee agrees that Franchisor shall have the right, in its sole discretion, to designate any geographic area in which two (2) or more Nextaff Franchises are located as a region for purposes of establishing an advertising cooperative.

(2) If Franchisor establishes a Cooperative, Franchisee shall contribute to the Cooperative such amounts required by the documents governing the Cooperative; provided, however, Franchisee will not be required to contribute more than $250 each month to the Cooperative, unless, subject to Franchisor's approval, the members of the Cooperative agree to the payment of the larger fee.

(3) If a cooperative has been established to which Franchisee is contributing, and the Brand Fund has been established, Franchisee's contribution to the cooperative will be credited toward the required contribution to the Brand Fund.

D. APPROVAL OF FRANCHISOR

Before their use by Franchisee, samples of all local advertising and promotional materials not prepared by or previously approved by Franchisor must be submitted to Franchisor for prior written approval, which shall not be unreasonably withheld. Local advertising and promotional materials prepared by Franchisee shall be prepared in compliance with Franchisor's advertising and marketing standards and specifications. If written approval is not granted within five (5) business days from the date of receipt by Franchisor of materials, Franchisor is deemed to have given the required approval. However, Franchisor may still disapprove such materials and Franchisee will then cease using such materials. In such event, Franchisor will reimburse Franchisee for its actual costs, if the marketing materials have not violated Franchisor's standard of trademark usage. Franchisee must not use any advertising or promotional materials that Franchisor has disapproved.

12. RECORDS AND REPORTS

A. ACCOUNTING AND RECORDS

During the term of the Franchise Agreement, Franchisee agrees, at his expense, to maintain at the Nextaff Franchise and preserve for three (3) years from the date of their preparation, full, complete and accurate books, records and accounts prepared pursuant to the double entry method of accounting (utilizing

the standard chart of accounts furnished or required by Franchisor), and copies of portions of Franchisee's state and federal income tax returns as reflect the operation of the Nextaff Franchises.

B. REPORTS AND TAX RETURNS

Franchisee must furnish to Franchisor the following: (1) on a weekly basis, statements relating to Gross Revenue and Buyout Fees; (2) within forty-five (45) days after the end of each calendar quarter, a quarterly profit and loss statement for the Nextaff Franchise for the immediately preceding calendar quarter and a year-to-date profit and loss statement; and (3) within 90 days after the end of each fiscal year, an annual profit and loss statement and source and use of funds statement for the Nextaff Franchise for the year and a balance sheet for the Nextaff Franchise as of the end of the year, reviewed by an independent certified public accountant, and if requested by Franchisor, accompanied by an opinion of a certified public accountant or firm of certified public accountants selected by Franchisee and approved by Franchisor, which opinion may be qualified only to the extent reasonably acceptable to Franchisor. Furthermore, Franchisee must furnish to Franchisor copies of other reports designated by Franchisor and other information and supporting records as Franchisor prescribes. All financial statements, reports and information must be on forms approved by Franchisor and signed and verified by Franchisee.

Franchisee must maintain readily available for inspection by Franchisor, and must furnish to Franchisor upon its request, exact copies of Franchisee's federal and state income tax returns, which reflect the operation of the Nextaff Franchise. In addition, Franchisee, at his expense, must furnish to Franchisor (and its agents) for inspection or audit, forms, reports, records, financial statements, and other information Franchisor requires. Franchisee must make financial and other information available at a location Franchisor reasonably requests (including Franchisor's Franchise) and must afford Franchisor (and its agents) full and free access of the Nextaff Franchise during regular business hours. Franchisor (and its agents) has the right to make extracts from, and copies of, all documents and information.

C. PUBLISHING REPORTS

Franchisee agrees that Franchisor may post weekly Hours, Gross Revenue, Gross Wages, Gross Margin, Client Count, Employee Count, DSO and any other relevant operational, sales or recruiting reports by Territory for franchisees to see how they compare with other franchisees. The weekly reports may be listed either anonymously or by Territory, in the sole discretion of Franchisor. Franchisee acknowledges that these weekly reports are highly confidential, and Franchisee agrees not to disclose any information in these reports to anyone other than Franchisor or another franchisee of the system.

D. ELECTRONIC COMMUNICATIONS

Franchisee authorizes Franchisor to transmit materials and information on behalf of Franchisee via electronic communications systems to email or other electronic communications system's addresses as provided by Franchisee or any associated parties. Franchisee acknowledges that some materials will contain Confidential Information intended solely for the use of the receiving party and its authorized agents and representatives. Franchisee further acknowledges that electronic communications systems are not a secure form of transmission and that content may potentially be intercepted or otherwise obtained by persons other than the intended recipient. In consideration of Franchisee's willingness to provide materials and information via electronic communications systems and Franchisor's representation that it will use the same care with this material and information that it uses with its own, unless directed by Franchisee to do otherwise, Franchisee agrees that it will not hold Franchisor responsible for any such communications intercepted or received by anyone other than the intended recipients.

13. INSPECTION AND AUDITS

A. THE FRANCHISOR'S RIGHT TO INSPECT THE FRANCHISE

To determine whether Franchisee is complying with this Agreement, Franchisor has the right, at any time during business hours, and without prior notice to Franchisee, to inspect the Nextaff Franchise. Franchisee must fully cooperate with representatives of Franchisor making any inspection and must permit representatives of Franchisor to make copies, photographs, or videotapes of the business records and to interview employees and clients of the Nextaff Franchise.

B. THE FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS

Franchisor has the right at any time during business hours, and without prior notice to Franchisee, to examine or audit, or cause to be examined or audited, the business records, cash control devices, bookkeeping and accounting records, customer contracts, payroll records, bank statements, sales and income tax records and returns and other books and records of the Nextaff Franchise and the books and records of any corporation, limited liability company or partnership which is the Franchisee. Franchisee must maintain all books, records and supporting documents at all times in the Nextaff Franchise. Franchisee must fully cooperate with representatives of Franchisor and independent accountants hired by Franchisor to conduct any examination or audit.

If any examination or audit discloses an understatement of Gross Wages or Buyout Fees, Franchisee must pay to Franchisor, within fifteen (15) days after receipt of the examination or audit report, the royalty fees due on the amount of the understatement, plus interest (at the rate and on the terms provided in Paragraph K of Section 9 of this Agreement) from the date originally due until the date of payment. Further, if an examination or audit is necessary because of Franchisee's failure to furnish reports, supporting records, financial statements or other documents or information, as required, or failure to furnish reports, records, financial statements, documents or information on a timely basis, or if an understatement of Gross Wages, Buyout Fees, or Net Fees for any month is determined by any examination or audit to be greater than 1%, Franchisee must reimburse Franchisor for the cost of the audit or examination, including the charges of any independent accountants and the travel expenses, room and board and compensation of employees of Franchisor. The foregoing remedies are in addition to all other remedies and rights of Franchisor under applicable law.

14. COVENANTS

A. Franchisee covenants that, during the term of this Franchise Agreement, Franchisee shall devote full time, energy and best efforts to meet its obligation under this Agreement and shall require its managers to devote full time energy and best efforts to the operation of the Nextaff Franchise.

B. Franchisee specifically acknowledges, pursuant to this Agreement, that (i) Franchisee will receive valuable specialized training, Trade Secrets and Confidential Information, including, without limitation, information regarding the operation and other methods and techniques of Franchisor and the System, which are beyond Franchisee's present skills and experience, (ii) such training, Trade Secrets and Confidential Information provide a competitive advantage and will be valuable to Franchisee in the development and operation of the Nextaff Franchise, and (iii) gaining access to such training, Trade Secrets and Confidential Information are a primary reason for entering into this Agreement. In consideration for all of the above, Franchisee covenants that during the term of this Agreement, Franchisee and Franchisee's Principals shall not, either directly or indirectly, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, limited liability company, limited liability partnership or any other entity:

(1) Divert, or attempt to divert, any business or client of the Nextaff Franchise with respect to Services to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System;

(2) Except with respect to Nextaff Franchises operated under franchise agreements between Franchisee and its affiliates, and Franchisor or its affiliates, own, maintain, operate, engage in, or have an ownership interest, in (including any right to share in revenues or profits) in any Competitive Business located within the United States without written approval of Franchisor; or

(3) Employ or seek to employ any person employed by Franchisor or by any other franchisee of Franchisor or otherwise, directly or indirectly, induce those persons to leave their employment, except with the express written permission of Franchisor, in its sole discretion.

C. In further consideration for the training, Trade Secrets, and Confidential Information described above, Franchisee covenants that with respect to Franchisee and its Principals, commencing upon the earlier of the expiration or termination of the Franchise Agreement or the transfer of all of Franchisee's interest in this Agreement, and continuing for two (2) years thereafter, Franchisee and Franchisee's Principals shall not, directly or indirectly, or through or on behalf of, or in conjunction with any person, persons, partnership, limited liability company or corporation:

(1) Divert, or attempt to divert any business or a client of the Nextaff Franchise with respect to Services to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System;

(2) Except as otherwise provided in this Agreement, employ, or seek to employ any person who is employed by Franchisor (or by any of its affiliates or by any other franchisee), or otherwise directly or indirectly induce such person to leave that person's employment; or

(3) Own, maintain, operate, engage in, or have an ownership interest (including any right to share in revenues or profits) in any Competitive Business that is located within or operated within or that is intended to be located or operated within the Territory granted Franchisee pursuant to this Agreement, or in any Competitive Business that is located or operated within or that is intended to be located within the Territory of any other franchisee within the System or within a 60 mile radius of the location of any existing NEXTAFF Franchise.

D. For purposes of this Agreement, a "Competitive Business" means any business that (i) provides or sells any Service provided or sold by a NEXTAFF Franchise.

E. The above provisions do not apply to Franchisee's ownership of the outstanding equity securities of any publicly held company if the interest is held for investment only and Franchisee's total holdings do not constitute more than 1% of the outstanding securities of the corporation.

F. The parties agree that each of the covenants herein shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 14 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 14. Franchisee expressly agrees

that the existence of any claims that they may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 14. Franchisee acknowledges that a violation of any covenant in this Section 14 would cause irreparable damage to Franchisor, the exact amount of which may not be subject to reasonable or accurate ascertainment. If any covenant is violated, Franchisor may seek injunctive relief to restrain Franchisee, or anyone acting for or on Franchisee's behalf, from violating covenants or any other remedies to which Franchisor may then be entitled. If Franchisor prevails in any suit to enforce any provision, Franchisor is entitled to receive, in addition to any relief or remedy granted, the cost of bringing the suit, including reasonable attorneys' fees. The covenants set forth in this Section 14 survive the termination or expiration of this Agreement.

15. ASSIGNMENT

A. BY THE FRANCHISOR

Franchisor may transfer or assign all or any part of its rights and obligations under this Agreement to any assignee or other successor without the consent of Franchisee or any of its Principals.

B. FRANCHISEE MAY NOT ASSIGN OR SELL SUBSTANTIALLY ALL OF ITS ASSETS WITHOUT APPROVAL OF THE FRANCHISOR

Franchisee acknowledges and agrees that the rights and duties created by this Agreement are personal to Franchisee and its Principals and that Franchisor has granted the Franchise in reliance upon the collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee and its Principals. Unless otherwise specifically permitted by this Agreement, any assignment, sale, conveyance, pledge, sublicense or sub-franchise arrangement or any other attempted transfer (in each case a "Transfer"), either directly or indirectly, of (1) any interest in this Franchise Agreement, (2) any interest in the Franchise or the Nextaff Franchise, (3) any of the assets of Franchisee related to the operation of the Franchise or the Nextaff Franchise, (4) any or all of the ownership interests in Franchisee or any Principal (including by merger or consolidation, by issuance of additional securities, by conversion, by creation of an additional interest, through a divorce proceeding, by will or transfer in trust or the laws of the intestate succession) without the prior written approval of Franchisor constitutes a breach of this Agreement and will be void and have no effect and will convey no rights to or interests in this Agreement, the Nextaff Franchise or the assets of Franchisee related to the operation of the Franchise.

C. CONDITIONS FOR APPROVAL OF ASSIGNMENT OR SALE OF ASSETS

If Franchisee and the Principals are in full compliance with this Agreement, Franchisor shall not unreasonably withhold its approval of any Transfer, provided that the proposed assignee, buyer, or other transferee (the "Transferee") is of good moral character and has sufficient business experience, aptitude and financial resources to own and operate the Nextaff Franchise and otherwise meets Franchisor's then-applicable standards for franchisees, and, further provided, that Franchisor may require that any one or more of the following conditions be met before, or concurrently with, the effective date of the assignment or sale of assets or other interest in Franchisee:

(1) All of the obligations of Franchisee or its Principals incurred in connection with this Agreement have been assumed by the Transferee;

(2) Franchisee has paid royalty fees and any other, amounts owed by Franchisee to Franchisor which are then due and unpaid;

(3) The Transferee agrees to successfully complete the training program required of new franchisees;

(4) If required, the lessor of the premises of the Nextaff Franchise has consented to the Transfer;

(5) The Transferee (and, if transferee is an entity, its Principals) must, at Franchisor's option, execute and agree to be bound by: (a) an assignment and assumption agreement satisfactory to Franchisor, where the Transferee assumes the obligations of Franchisee or the Principal (as the case may be); or (b) the then-current form of franchise agreement and ancillary agreements as are then customarily used by Franchisor to grant franchises for NEXTAFF Franchises, which shall provide for the same fees as provided in this Agreement and for a term equal to the remaining Term of this Agreement;

(6) Franchisee or the Transferee pays to Franchisor the Franchisor's then-current standard transfer fee to defray expenses incurred by Franchisor in connection with the Transfer, including training of the Transferee, legal and accounting fees, credit and other investigation charges and evaluation of the Transferee and the terms of the Transfer in an amount equal to the greater of: (i) ten percent (10%) of the sales price (the "Escrow Deposit") or (ii) $10,000, as set forth below, provided, however, no transfer fee is due upon transfer to heirs, immediate family members or a revocable trust. Franchisee shall pay the Escrow Deposit to Franchisor and Franchisor shall return to Franchisee the balance of the Escrow Deposit in excess of $10,000 if Franchisee provides training and transition for Transferee in a manner reasonable acceptable to Franchisor;

(7) Except to the extent limited or prohibited by applicable law, Franchisee, and each of the Principals involved in the Transfer, executes a general release, in form and substance satisfactory to Franchisor, releasing Franchisor of any and all claims such parties may have against Franchisor and its affiliates, officers, directors, employees and agents;

(8) Franchisor approves the material terms and conditions of the Transfer and determines that the price and terms of payment are not so burdensome as to materially affect the future operations of the Nextaff Franchise by the transferee(s), provided that Franchisor's approval shall not be unreasonably withheld;

(9) Franchisee (and each Principal involved in the Transfer) executes a non-competition covenant in favor of Franchisor and the Transferee, agreeing that for a minimum period of two years, commencing on the effective date of the assignment or sale of assets, Franchisee (and each such Principal) will not have any direct or indirect interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, or in any other capacity, in any Competitive Business (as defined above in Section 14.B.) located or operating within a radius of 60 miles of the Nextaff Franchise or a radius of 60 miles of any other Nextaff Franchise in operation on the effective date of assignment or sale of assets, except for Nextaff Franchises operated under franchise agreements granted by Franchisor and the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent or less of that class of stock; and

(10) Franchisee enters into an agreement with Franchisor agreeing to subordinate any of Franchisee's rights against Transferee (such as for a deferred purchase price payment) to Transferee's obligations to Franchisor (such as for royalty fees and advertising contributions).

Franchisor's consent to a Transfer does not constitute a waiver of any claims it has against the Franchisee, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms or conditions of this Agreement by the Transferee.

D. DEATH OR DISABILITY OF FRANCHISEE

Upon the death or permanent disability of Franchisee (or a Principal who has been approved as the manager of the Franchise), the executor, administrator, conservator or other personal representative, or the remaining Principals, must appoint a competent manager within a reasonable time, not to exceed 30 days, from the date of death or permanent disability. The person appointed must be approved by Franchisor and must complete Franchisor's training program. If the Nextaff Franchise is not being managed by a manager approved by Franchisor within 30 days after Franchisee's death or permanent disability, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Nextaff Franchise for and on Franchisee's behalf until an approved assignee is able to assume the management and operation of the Nextaff Franchise. Franchisor's appointment of a manager of the Nextaff Franchise does not relieve Franchisee of Franchisee's obligations, and Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Nextaff Franchise or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Nextaff Franchise while it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

Upon the death or permanent disability of Franchisee (or any Principal who has been approved as the manager of the Franchise), the executor, administrator, conservator or other personal representative must transfer the interest of such person within a reasonable time, not to exceed twelve (12) months from the date of death or permanent disability to a person approved by Franchisor. Approval of such a transfer will not be unreasonably withheld. Transfers, including transfers by devise or inheritance, are subject to all the terms and conditions for assignments and transfers contained in Paragraphs B and C of this Section 15. Failure to transfer this interest within the twelve (12) month time period constitutes grounds for termination under Section 17 of this Agreement.

E. ASSIGNMENT TO AN ENTITY CONTROLLED BY FRANCHISEE

Upon 30 days' prior written notice to Franchisor, this Agreement and the assets and liabilities of the Nextaff Franchise may be assigned, by an agreement in form and substance approved by Franchisor, to an entity that conducts no business other than the operation of the Nextaff Franchise (or other Nextaff Franchise under franchise agreements granted by Franchisor), which is actively managed by Franchisee and in which Franchisee owns and controls not less than 51% of the voting power of the equity interests for such entity. Any such assignment does not relieve Franchisee's obligations, and Franchisee remains jointly and severally liable for all such obligations. The organizational documents of such entity must restrict the transfer of its equity interests in accordance with Paragraphs B and C of this Section 15 of this Agreement and all issued and outstanding equity certificates must bear a legend reflecting or referring to the restrictions of Paragraphs B and C of this Section 15. There is no assignment fee due for such a transfer to such an entity if the conditions of this paragraph E are satisfied.

Any person or entity that becomes a Principal must execute an agreement in form and substance furnished or approved by Franchisor undertaking to be bound jointly and severally by all provisions of this Agreement. Franchisee must furnish to Franchisor at any time upon request a certified copy of its organizational documents and a list, in a form Franchisor requires, of all persons having a beneficial ownership interest of 10% or more in Franchisee, reflecting their respective ownership interests in

Franchisee. Partners, owners and spouses with an equitable interest in Franchisee must sign the Guaranty and Assumption of Obligations Agreement.

F. PUBLIC OR PRIVATE OFFERINGS

If Franchisee (or any of its Principals), subject to the restrictions and conditions of transfer contained in this Section 15, attempts to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures or general or limited partnership interests) in Franchisee or any affiliate of Franchisee, Franchisee, recognizing that the written information used may reflect upon Franchisor, agrees to submit any written information to Franchisor before its inclusion in any registration statement, prospectus or similar franchise disclosure document, offering circular or memorandum and to obtain the written consent of Franchisor to the method of financing before any offering or sale of securities. The written consent of Franchisor pursuant to this Paragraph F does not imply or constitute the approval of Franchisor with respect to the method of financing, the offering literature submitted to Franchisor or any other aspect of the offering. No information respecting Franchisor or any of its affiliates shall be included in any securities disclosure document, unless information has been furnished by Franchisor, in writing, pursuant to Franchisee's written request, in which Franchisee states the specific purpose for which the information is to be used. Should Franchisor, in its sole discretion, object to any reference to Franchisor or any of its affiliates or any of their businesses in the offering literature or prospectus, the literature or prospectus must not be used unless and until the objections of Franchisor are withdrawn. Franchisor assumes no responsibility for the offering whatsoever.

The prospectus or other literature utilized in any offering must contain the following language in bold-face type on the first textual page:

> **"NEITHER NEXTAFF ONE, LLC NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER NEXTAFF ONE, LLC NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY WITH RESPECT TO THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION SET FORTH, INCLUDING ANY STATEMENTS MADE WITH RESPECT TO ANY OF THEM. NEITHER NEXTAFF ONE, LLC NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION WITH RESPECT TO THE INVESTMENT CONTEMPLATED BY THIS OFFERING."**

Franchisee and each of its owners agrees to indemnify, defend and hold harmless Franchisor and its affiliates, and their respective officers, directors, employees and agents, from any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in the defense of claims, demands or liabilities, arising from the offer or sale of securities, whether asserted by a purchaser of any security or by a governmental agency. Franchisor has the right (but not the obligation) to defend any claims, demands or liabilities and/or to participate in the defense of any action to which Franchisor or any of its affiliates or any of their respective officers, directors, employees or agents is named as a party.

G. THE FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Franchisee or any Principal at any time attempts to sell or to transfer for consideration the Franchise, the Nextaff Franchise or an ownership interest in Franchisee, Franchisee or such Principal must

submit a bona fide, executed written offer from a responsible and fully disclosed purchaser and must submit an exact copy of the offer to Franchisor. Franchisor has the right, exercisable by written notice delivered to Franchisee or such Principal within 30 days from the date of delivery of an exact copy of the offer to Franchisor, to purchase the interest which is the subject of the offer for the price and on terms contained in the offer, provided that Franchisor may substitute cash for any form of payment proposed in the offer and has a minimum of 60 days to prepare for closing. If Franchisor does not exercise this right of first refusal, Franchisee or such Principal may complete the sale to purchaser pursuant to and on the terms of the offer, in accordance with Paragraphs B and C of this Section 15, provided that if the sale to purchaser is not completed within one hundred twenty (120) days after delivery of the terms of the original offer to Franchisor, or if there is a material change in the terms of such offer, Franchisor shall again have the right of first refusal set forth above.

16. RENEWAL OF FRANCHISE

A. FRANCHISEE'S RIGHT TO RENEW

If, upon expiration of the Initial Term (or a Renewal Term, if applicable), Franchisee has substantially complied with all provisions of the Franchise Agreement and any other related agreements and is not currently in default under any such provision and agrees to update the premises in compliance with Specifications then applicable to new Nextaff Franchises, then Franchisee has the right to renew the Franchise for up to four additional five-year terms (each a "Renewal Term").

B. NOTICE OF RENEWAL AND NONRENEWAL

In order for Franchisee to have the right to renew set forth in Section 16.A, Franchisee must give Franchisor written notice of Franchisee's desire to renew at least one hundred eighty (180) days before the expiration of this Agreement. If Franchisor does not receive such written notice from Franchisee, this Franchise will expire at the end of the Initial Term. If Franchisor does receive such written notice from Franchisee, then Franchisor will determine whether Franchisee has satisfied the conditions for renewal set forth in Section 16. If Franchisor determines that Franchisee has not satisfied such conditions, Franchisor will give Franchisee written notice (the "Notice of Nonrenewal") of its determination at least one hundred twenty (120) days before the expiration of the Initial Term. The Notice of Nonrenewal will state the reasons for Franchisor's determination.

If the reasons stated in the Notice of Nonrenewal include Franchisee's insolvency, or the occurrence of an assignment for the benefit of creditors by Franchisee or Franchisee's filing of a petition in bankruptcy or matters which cannot by their nature be cured, then the Notice of Nonrenewal is effective upon delivery and the Franchise will expire at the end of the Initial Term and be subject to Section 16.D. If the reason given for nonrenewal is Franchisee's nonpayment of sums due under the Franchise Agreement to Franchisor and its affiliates, Franchisee has 10 days from Franchisee's receipt of the Notice of Nonrenewal in which to cure such default by payment of all sums, including interest due, in compliance with the terms of this Agreement to Franchisor. Except as provided above, if the reasons cited in the Notice of Nonrenewal are curable and in fact cured, as determined by Franchisor, within 60 days of the Notice of Nonrenewal, then Franchisee will be allowed to renew in accordance with the terms of this Agreement. If the reason cited in the Notice of Nonrenewal are capable but Franchisee fails to cure, as determined by Franchisor, then the Franchise will expire at the end of the Initial Term and be subject to Section 16.D.

C. RENEWAL AGREEMENTS/RELEASES

To renew the Franchise, Franchisee (and its Principals) must execute the form of and be bound by the Franchise Agreement and ancillary agreements as are then customarily used by Franchisor in the grant of franchises for the ownership and operation of Nextaff Franchises (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise) which may provide for one or more of the following: (1) greater expenditures for advertising and promotion, or (2) increases in the Minimum Performance Standards, which are different than those set forth in this Agreement.

In addition, Franchisee (and its Principals) must, if requested by Franchisor and as permitted by applicable law, execute general releases, in form and substance satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, officers, directors, employees and agents. Failure by Franchisee and its owners to sign agreement(s) and releases within 30 days after delivery to Franchisee is deemed an election by Franchisee not to renew the Franchise.

D. EXPIRED AGREEMENT

If Franchisee does not sign a new then-current franchise agreement and initiate and comply with the renewal procedures outlined in this Section 16, prior to the expiration of this Franchise and continues to accept the benefits of this Franchise Agreement after the expiration of the Initial Term or any Renewal Term, then at the option of Franchisor this Franchise Agreement may be treated either as:

(1) expired as of the date of expiration with Franchisee then operating without the right to do so and in violation of Franchisor's rights; or

(2) continued on a month-to-month basis (the "Interim Period") until Franchisor or Franchisee provides the other party with written notice of such party's intention to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Franchise Agreement had not expired, and all obligations and restrictions imposed upon Franchisee on the expiration of this Franchise Agreement shall be deemed to take effect upon the termination of the Interim Period.

During the Interim Period, Franchisee shall pay the Royalty Fee based on the highest percentage Royalty rate set forth on the Royalty Fee table in Section 9.C.

17. TERMINATION OF THE FRANCHISE

A. Franchisee shall be in default under this Agreement and all rights granted herein shall terminate immediately upon written notice of termination, without an opportunity for Franchisee to cure the cause of termination, if Franchisee does any of the following:

(1) Franchisee is declared bankrupt or judicially determined to be insolvent, or all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor, or the Franchisee admits its inability to pay its debts as they become due; or

(2) Franchisee abandons the Franchise by failing to operate the Nextaff Franchise for five (5) consecutive business days in accordance with the terms of this Agreement; or

(3) Franchisee has made any material misrepresentation relating to the acquisition of the Nextaff Franchise or Franchisee engages in conduct which reflects materially and unfavorable upon the operation and reputation of the System; or

(4) Franchisee fails, for a period of 10 days after notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the Nextaff Franchise; or

(5) Franchisee fails on more than three (3) separate occasions within any twelve (12) month consecutive period to comply with a material provision of this Agreement, whether or not failure to comply is corrected after notice is sent to Franchisee; or

(6) The Nextaff Franchise is seized, taken over or foreclosed by a government official in the exercise of its duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor, provided that a final judgment against Franchisee remains unsatisfied for 30 days (unless a supersedes or other appeal bond has been filed); or a levy of execution has been made upon the Nextaff Franchise or upon the property used in the Nextaff Franchise and it is not discharged within five (5) days of such levy;

(7) The Franchisee is convicted of a felony or any other criminal misconduct which is relevant to the operation of the Nextaff Franchise.

B. Franchisor has the right to terminate this Agreement by providing Franchisee 30 days' prior written notice of the termination, said notice stating the reasons for the termination constituting good cause. For purposes of this Agreement, good cause includes any one of the breaches set forth below, or any other material breach of this Agreement, or Franchisee's failure to comply substantially with essential and reasonable requirements imposed upon Franchisee by Franchisor. The notice of termination shall give Franchisee 30 days in which to cure the matters giving rise to the good cause, which is the basis of the termination. The termination is effective upon the expiration of the 30-day notice period and Franchisee's failure to cure any breach or Franchisee's failure to comply substantially with the essential and reasonable requirements imposed upon Franchisee by Franchisor, in accordance with the provisions set forth below, during this 30 day notice period. It is a material breach of this Agreement and constitutes good cause for termination if Franchisee (or its owners, or shareholders, or partners or members, if Franchisee is a corporation, partnership or limited liability company) and/or the managers do any one of the following:

(1) Fails to obtain lawful possession of an approved location for the Nextaff Franchise as provided in Exhibit A to this Agreement, or fails to develop the Nextaff Franchise or failure to open the Nextaff Franchise for business as provided this Agreement, or fails to satisfactorily complete the training program as provided in this Agreement;

(2) Abandons, or surrenders, or transfers control of, or loses the right to occupy the premises of the Nextaff Franchise, or fails to obtain an alternative site, or fails to actively operate the Nextaff Franchise, or if Franchisee is a limited partnership, terminates a general partnership interest;

(3) Fails to attend any supplemental or refresher training programs required pursuant to Paragraph A, Section 5 of this Agreement;

(4) Makes an unauthorized assignment or transfer of this Agreement, the Nextaff Franchise or an ownership interest in Franchisee;

(5) Makes any unauthorized use of the Licensed Marks or unauthorized use or disclosure of the Confidential Information or Operations Manual;

(6) Fails to timely pay royalty fees or other payments due to Franchisor or its affiliates;

(7) Fails to timely pay amounts due to persons other than Franchisor or its affiliates;

(8) Fails to timely submit when due financial statements, reports or other data information or supporting records;

(9) Abandons, surrenders, transfers control or fails to actively operate the Nextaff Franchise;

(10) Suffers cancellation of or fails to renew or extend the lease or sublease for or otherwise fails to maintain possession of the premises of the Franchise;

(11) Fails to maintain or suffers cancellation of any insurance policy required under this Agreement;

(12) Violates any of the covenants contained in this Agreement;

(13) Fails to comply with any other provision of this Agreement or any mandatory specification, or standard or operating procedure prescribed by Franchisor, including any procedure or requirement set forth in the Operations Manual or any standard relating to uniformity and quality of services, image or client service or treatment; or

(14) Fails to meet the Minimum Performance Standards set forth in Exhibit C.

C. Failure of Franchisee to cure a material default of this Agreement within the specified time, or a longer period of time as applicable law may require, will result in the termination of Franchisee's rights under this Agreement.

18. RIGHTS OF THE FRANCHISOR AND OBLIGATIONS OF FRANCHISEE UPON TERMINATION OR EXPIRATION OF THE FRANCHISE

A. CEASE TO OPERATE THE NEXTAFF FRANCHISE

Upon termination of this Agreement or upon expiration of this Agreement without renewal, Franchisee shall immediately cease to operate the Nextaff Franchise and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former Franchisee of Franchisor. Within 15 days after the effective date of any termination or expiration of this Agreement, Franchisee shall pay all Royalty Fees, Buyout Fees, and all other amounts due (including any interest due) to Franchisor and its affiliates which are then unpaid. Franchisee must contemporaneously, with payment, furnish a complete accounting of all amounts owed to Franchisor and to its affiliates.

B. DISCONTINUANCE OF USE OF LICENSED MARKS

After termination, Franchisee will not directly or indirectly at any time or in any manner identify its business or the premises used for the operation of the Nextaff Franchise as a current or former NEXTAFF location, or identify itself as a franchisee (or former franchisee) of NEXTAFF or as otherwise associated

with Franchisor, or use in any manner any of the Licensed Marks, or any colorable imitation of the Licensed Marks, or any other indicia of NEXTAFF, in any manner or for any purpose, or utilize for any purpose any trade name, trademark, service mark or other commercial symbol that suggests or indicates a connection or association with Franchisor. Franchisee must promptly remove from its place of business, and discontinue using for any purpose, any and all signs, fixtures, furniture, posters, furnishings, equipment, advertising materials, stationery, supplies, forms and other articles which display any of the Licensed Marks or any distinctive features associated with NEXTAFF.

Furthermore, Franchisee must, at his expense, immediately make all modifications or alterations as may be necessary to distinguish the former Nextaff Franchise so clearly from its former appearance and from other NEXTAFF locations to prevent any possibility of confusion by the public (including removal of all distinctive physical and structural features identifying NEXTAFF locations and removal of all distinctive signs and emblems). Franchisee must, at his expense, make specific additional changes as Franchisor reasonably requests for this purpose. If Franchisee fails to initiate immediately or complete alterations within a period of time Franchisor deems appropriate, Franchisee agrees that Franchisor or its designated agents may enter the premises of the former Nextaff Franchise and adjacent areas at any time to make alterations, at Franchisee's sole risk and expense, without responsibility for any actual or consequential damages to Franchisee's property or others, and without liability for trespass or other tort or criminal act. Franchisee expressly acknowledges that its failure to make alterations will cause irreparable injury to Franchisor and consents to entry, at Franchisee's expense, of any ex-parte order by any court of competent jurisdiction authorizing Franchisor or its agents to take action, if Franchisor seeks an order.

C. CANCELLATION OF REGISTRATIONS AND TRANSFER OF TELEPHONE NUMBERS

Upon termination or expiration (without renewal) of this Agreement, Franchisee will promptly:

(1) Take any action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to his use of any of the Licensed Marks;

(2) Notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with the Licensed Marks and to authorize transfer of same to or at the direction of Franchisor; and

(3) Assign all social media and internet-based web pages, including without limitation, Google My Business page to the Franchisor.

Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with the Licensed Marks, and Franchisee authorizes Franchisor, and appoints Franchisor and any officer of Franchisor as his attorney-in-fact, to direct the telephone company and all listing agencies to transfer same to Franchisor or at its direction, should Franchisee fail or refuse to do so, the telephone company and all listing agencies may accept that direction or this Agreement as conclusive of the exclusive right of Franchisor in those telephone numbers and directory listings and its authority to direct their transfer.

Franchisee will furnish to Franchisor within 30 days after the effective date of any such termination or expiration evidence satisfactory to Franchisor of Franchisee's compliance with the foregoing obligations.

D. CONFIDENTIAL INFORMATION

Franchisee agrees that upon termination or expiration (without renewal) or transfer of this Agreement, he will maintain the confidentiality and immediately cease to use in any business or otherwise the Confidential Information of Franchisor disclosed to Franchisee pursuant to this Agreement and return to Franchisor all copies of the Operations Manual which have been loaned to him by Franchisor. In addition, if any such Confidential Information constitutes a Trade Secret, such information shall be treated in confidence for at least as long as such information.

E. COOPERATION WITH FRANCHISOR

After termination of this Agreement for any reason, Franchisee shall: (a) retain Field Employee employment records and files; (b) assist in the investigation of any claim or demand relating to an Field Employee or event that occurred during the term of this Agreement, specifically including, but not limited to workers' compensation and unemployment compensation claims; and (c) promptly provide Franchisor with any documentation requested by Franchisor relating to such claims or any other matter involving Field Employees.

F. CONTINUING OBLIGATIONS

All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement continue in full force and effect subsequent to its expiration or termination and until they are satisfied or expire.

19. ENFORCEMENT

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term and provision of this Agreement, is considered severable and if, for any reason, any portion of this Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, other portions of this Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties to this Agreement, although any portion held to be invalid is deemed not to be a part of this Agreement from the date the time for appeal expires, if Franchisee is a party, otherwise upon Franchisee's receipt of a notice of non-enforcement from Franchisor.

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of this Agreement than is required in this Agreement, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice and/or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right, in its sole discretion, to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is prescribed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions, or any specification, standard or operating procedure prescribed by Franchisor, any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or

from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Agreement are effective only in that jurisdiction, unless Franchisor elects to give them greater applicability, and this Agreement shall be enforced as originally made and entered into in all other jurisdictions.

B. WAIVER OF OBLIGATIONS

Franchisor may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon Franchisee under this Agreement and Franchisee may, by written instrument, unilaterally waive or reduce any obligation of or restriction upon Franchisor under this Agreement, effective upon delivery of written notice to the other or other effective date stated in the notice of waiver. Whenever this Agreement requires Franchisor's prior approval or consent, Franchisee must make a timely written request, and approval must be obtained in writing.

Franchisor makes no warranties or guaranties upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by granting any waiver, approval or consent to Franchisee, or by reason of any neglect, delay or denial of any request. Any waiver granted by Franchisor is without prejudice to any other rights Franchisor may have, is subject to continuing review by Franchisor, and may be revoked, in Franchisor's sole discretion, at any time and for any reason, effective upon delivery to Franchisee of 10 days' prior written notice.

Franchisor and Franchisee shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant, or to declare any breach to be a default and to terminate the Franchise before the expiration of its term), by virtue of (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of Franchisor or Franchisee to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations including any mandatory specification, standard or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by Franchisor to exercise any right, power or option, whether of the same, similar or different nature, with respect to other Nextaff Franchises, or (iv) the acceptance by Franchisor of any payments due from Franchisee after any breach of this Agreement.

Neither Franchisor nor Franchisee is liable for loss or damage or deemed to be in breach of this Agreement if its failure to perform its obligations results from: (1) transportation shortages, inadequate supply of labor, material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency; (2) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency; (3) acts of God; (4) acts or omissions of the other party; (5) fires, strikes, embargoes, war or riot; or (6) any other similar event or cause. Any delay resulting from any of those causes extends performance accordingly or excuses performance, in whole or in part, as may be reasonable.

C. SPECIFIC PERFORMANCE/INJUNCTIVE RELIEF

Nothing in this Agreement bars Franchisor's right to obtain specific performance of the provisions of this Agreement and injunctive relief against threatened conduct that will cause it loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee agrees that Franchisor may have injunctive relief, upon due notice, in addition to

further and other relief as may be available at equity or law. Franchisee has remedies as may be available at equity or law, including the dissolution of injunction if the entry of injunction is vacated.

D. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of Franchisor and Franchisee under this Agreement are cumulative and no exercise or enforcement by Franchisor or Franchisee of any right or remedy precludes the exercise or enforcement by Franchisor or Franchisee of any other right or remedy which Franchisor or Franchisee is entitled by law to enforce.

E. COSTS AND ATTORNEYS' FEES

If a claim for amounts owed by Franchisee to Franchisor or any of its affiliates is asserted in any legal proceeding before a court of competent jurisdiction or arbitration, or if Franchisor is required to enforce this Agreement in a judicial or arbitration proceeding, the Franchisor is entitled to reimbursement of its costs and expenses incurred, including reasonable accounting and legal fees.

F. MEDIATION

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement (and attachments) or the relationship created by this Agreement to non-binding mediation prior to bringing such claim, controversy, or dispute to arbitration or to a court. The mediation shall be conducted either through an individual mediator or a mediator appointed by a mediation services organization or body, experienced in the mediation of disputes between franchisors and franchisees, agreed upon by the parties and, failing such agreement within a reasonable period of time after either party has notified the other of its desire to seek mediation of any claim, controversy or dispute (not to exceed fifteen (15) days) through the American Arbitration Association in accordance with its rules governing mediation, at Franchisor's corporate headquarters in Overland Park, Kansas. The costs and expenses of mediation, including compensation of the mediator, shall be borne by the parties equally. If the parties are unable to resolve the claim, controversy, or dispute within 90 days after conferring with the mediator, then either party may submit such claim, controversy or dispute to a court in accordance with the terms of this Agreement. Notwithstanding the foregoing, either party may bring an action (1) for monies owed, (2) for injunctive relief, or (3) involving the possession or disposition of, or other relief relating to, real property in a court having jurisdiction, without submitting such action to mediation.

G. GOVERNING LAW

To the extent not inconsistent with applicable law, this Agreement and the offer and sale of the Franchise is governed by the substantive laws (and expressly excluding the choice of law) of the state of Kansas.

H. MUTUAL CONSIDERATION

Franchisee and the Franchisor acknowledge that the Agreement between the parties regarding applicable state law and forum set forth above provides each of the parties with the mutual benefit of uniform interpretation of this Agreement and any dispute arising out of this Agreement or the parties' relationship created by this Agreement. Franchisee and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for such benefit.

I. EXECUTION OF AGREEMENT

Franchisee and Franchisor acknowledge that the execution of this Franchise Agreement and acceptance of the terms by the parties occurred in Overland Park, Kansas, and further acknowledge that the performance of certain obligations of Franchisee arising under this Agreement, including, but not limited to, the payment of monies due hereunder, shall occur in Overland Park, Kansas.

J. WAIVER OF DAMAGES

Franchisee hereby waives, to the fullest extent permitted by law, any right to, or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) against Franchisor, its affiliates, and their respective officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees, in their corporate and individual capacities arising out of any cause whatsoever (whether such cause is based in contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee shall be limited to the recovery of any actual damages sustained by Franchisee. If any other term of the Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provision of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including, without limitation, loss of profits) shall continue in full force and effect.

K. JURY TRIAL WAIVER

Franchisor and Franchisee irrevocably each waive trial by jury in any action brought by either of them. Franchisee and Franchisor agree that any litigation, suit, action, counterclaim, cross claim or proceeding, whether at law or in equity, which arises out of, concerns, or as related to this Agreement or any of the relationships or transaction contemplated hereunder, the performance of this Agreement, the relationship between the parties or otherwise, trial shall be to a court of competent jurisdiction and not to a jury. Franchisor and Franchisee irrevocably waive any right either party may have to trial by jury.

L. EXCLUSIVE JURISDICTION

Franchisee and Franchisor agree that any action arising out of or relating to this Agreement (including the offer and sale of the Franchise) shall be instituted and maintained only in a state or federal court of general jurisdiction in Johnson County, Kansas and the federal courts in Johnson County, Kansas and Franchisee irrevocably submits to the jurisdiction of that court and waives any objection he may have to either the jurisdiction or venue of court.

M. BINDING EFFECT

This Agreement is binding upon the parties of this Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

N. CONSTRUCTION/INTEGRATION CLAUSE

This Agreement, all exhibits to this Agreement and all ancillary agreements executed contemporaneously with this Agreement constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements; provided, however, that nothing in this or any related agreement is

intended to disclaim the representations Franchisor made in the Franchise Disclosure Document that Franchisor furnished to Franchisee. Franchisee acknowledges and agrees that Franchisee is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of Franchisee's own independent investigation of the Nextaff Franchise and not as a result of any representations about Franchisor made by Franchisor's shareholders, officers, directors, employees, agents, representatives, independent contractors, attorneys, or franchisees, which are contrary to the terms set forth in this Agreement or Franchisor's Franchise Disclosure Document given to Franchisee pursuant to applicable law, and Franchisee further represents and warrants that:

(1) Franchisee has placed no reliance on any oral or written statements, whether referred to as representations, warranties, inducements or otherwise, which are not contained in this Agreement or in the Franchise Disclosure Document given Franchisee by Franchisor;

(2) Franchisee has entered into this Agreement after making an independent investigation of Franchisor's operations and the System;

(3) Franchisor has not made any guarantee or provided any assurance that the business location will be successful or profitable regardless of whether Franchisor may have approved of the franchise or site location;

(4) Franchisee has (a) read this Agreement in its entirety and understands its contents; (b) been given the opportunity to clarify any provisions that Franchisee did not understand and (c) had the opportunity to consult with professional advisors regarding the operation and effect of the Agreement and the operation of the System;

(5) Franchisee has, together with its advisors, sufficient knowledge, and experience in financial and business matters to make an informed decision with respect to the franchise offered by Franchisor;

(6) Franchisee has received a copy of Franchisor's Franchise Disclosure Document at least fourteen (14) calendar days before either the execution of this Agreement or any payment of consideration from Franchisee to Franchisor.

Except as may have been disclosed at Item 19 of Franchisor's Franchise Disclosure Document, Franchisee represents and warrants to Franchisor that no claims, representations or warranties regarding the earnings, sales, profits, success, or failure of the Nextaff Franchise have been made to Franchisee and no such claims, representations or warranties have induced Franchisee to enter into this Agreement.

Except for those changes permitted to be made unilaterally by Franchisor, no amendment, change or variance from this Agreement is binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Except as otherwise expressly provided, nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Agreement.

The headings of the several sections and paragraphs are for convenience only and do not define, limit or construe the contents of sections or paragraphs.

The term "Franchisee" as used in this Agreement may be applicable to one (1) or more individual persons or an entity, as the case may be, and the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine. If two (2) or more persons are at any time the Franchisee under this Agreement, their obligations and liabilities to Franchisor are joint and several. References to "Franchisee" and "assignee" and "Transferee" which are applicable to an entity are also applicable to the Principals of such entity.

20. NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operations Manual shall be deemed so delivered at the time delivered by hand, one (1) business day after sending by telegraph or comparable electronic system or three (3) business days after placed in the U.S. mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Reports required to be delivered must be delivered by U.S. mail.

All payments and reports required by this Agreement must be directed to Franchisor at the address notified to Franchisee, or to other persons and places as Franchisor directs. Any required payment or report not actually received by Franchisor during regular business hours on the date due or properly placed in the U.S. mail and postmarked by postal authorities at least three (3) business days before the due date is deemed delinquent.

21. FRANCHISE ACKNOWLEDGEMENTS

A. Franchisee acknowledges that the success of the business venture contemplated by this Agreement is speculative and depends upon many factors including, to a large extent, the Franchisee's independent business ability, and the active participation of Franchisee or its designated representative in the daily affairs of the business. Franchisee further acknowledges Franchisor is not making any representation or warranty, express or implied, as to the potential success of the business venture contemplated hereby or Franchisee's ability to successfully operate it.

B. Franchisee acknowledges that it has entered into this Agreement after making an independent investigation of Franchisor's operations and that it has not relied upon any representation as to Gross Wages, volume, potential earnings or profits which Franchisee might be expected to realize which is not set forth in this Agreement or the Franchisor's Franchise Disclosure Document.

C. Franchisee acknowledges that Franchisee has received Franchisor's Franchise Disclosure Document at least fourteen (14) calendar days before the date of the execution of this Agreement, and that a copy of this Agreement with all blanks filled was received from Franchisor at least seven (7) calendar days before the date of execution of this Agreement.

D. Franchisee represents that Franchisee has read this Agreement in its entirety and been given the opportunity to clarify any provisions that Franchisee did not understand and to consult with an attorney or other professional advisor. Franchisee further represents that he understands the terms, conditions and obligations of this Agreement and agrees to be bound.

E. Franchisee acknowledges that this Agreement and all related business transactions are between Franchisor and Franchisee and that Franchisor's representatives are acting only in a representative capacity and not in any individual capacity.

F. Franchisee acknowledges that future legislation or other government regulation or action could have an impact on the operation of the Nextaff Franchise and Franchisee agrees that Franchisor will not be responsible for the effect of any such legislation, regulation or action upon Franchisee's operation of the Nextaff Franchise.

G. This Agreement is executed in multiple copies, each of which is deemed an original.

H. Time is of the essence of this Agreement.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF the parties have executed, sealed and delivered this Agreement in duplicate on the date recited in the first paragraph.

FRANCHISOR	FRANCHISEE
Nextaff One, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
	[or]
	_____ , Individually

GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS is given on_____ by _____, (the "Guarantors").

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement of even date (the "Agreement") by NEXTAFF ONE, LLC (the "Franchisor"), and with _____ _____, a _____ ("Franchisee"), each of the undersigned personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, for the term of the Agreement and as provided in the Agreement, that Franchisee must punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement; and (b) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities, including the provisions of Section 8, Section 10, Section 14 and Section 18. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; (4) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability.

Each of the undersigned consents and agrees that: (1) his direct and immediate liability under this guaranty is joint and several; (2) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) liability is not contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) liability is not diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor 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 shall in any way modify or amend this guaranty, which is continuing and irrevocable during the term of the Agreement.

Guarantor consents and agrees that:

(1) Guarantor's liability under this undertaking is direct, immediate, and independent of the liability of, and is joint and several with, Franchisee and the other owners of Franchisee;

(2) Guarantor shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;

(3) This undertaking 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 the Franchise Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement is 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;

(4) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor waives the defense of the statute of limitations in any action or for the collection of any indebtedness or the performance of any obligation guaranteed; and

(5) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection of amounts due pursuant to this undertaking or any negotiations relative to the obligations guaranteed or in enforcing this undertaking against Guarantor.

IN WITNESS WHEREOF, each of the undersigned has affixed his signature on the same day and year as the Agreement was executed.

GUARANTOR(S)	PERCENTAGE OWNERSHIP IN FRANCHISEE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXHIBIT A
TO THAT CERTAIN
FRANCHISE AGREEMENT
BY AND BETWEEN NEXTAFF ONE, LLC
AND
DATED _____
(the "Franchise Agreement")

1. Territory. The Nextaff Franchise shall be operated within the following geographic area and the following industry vertical (the "Territory"). If no protected territory is given, the geographic area shall be listed as "Virtual".

_____

_____

_____

_____

_____

2. Industry Vertical. _____.

Timing for Opening or Conversion. Franchisee agrees to open or complete the conversion of the NEXTAFF Franchise on or before _____.

3. Defined Terms. All capitalized or initial capitalized terms contained in this Exhibit and not defined in this Exhibit shall have the same meaning as ascribed to them in the Franchise Agreement.

FRANCHISOR	FRANCHISEE
Nextaff One, LLC	_____
By: _____	By: _____
Name: _____	Name: _____

[or]

_____
, Individually

EXHIBIT B
CONFIDENTIALITY AGREEMENT AND
ANCILLARY COVENANTS NOT TO COMPETE

This Agreement is made and entered on _____, between NEXTAFF ONE, LLC, a Wyoming limited liability company ("Franchisor"), _____ ("Franchisee"), and _____ ("Covenantor").

RECITALS

WHEREAS, Franchisor has obtained the right to develop a unique system (the "System") for the development and operation of a NEXTAFF Franchises ("Nextaff Franchises") under the name and marks NEXTAFF™; and

WHEREAS, the System includes, but is not limited to, certain trade names, service marks, trademarks, logos, emblems and indicia of origin, including, but not limited to, the marks NEXTAFF® and other trade names, service marks, trademarks, logos, insignia, slogans, emblems, designs and commercial symbols (the "Licensed Marks") as Franchisor may develop in the future to identify for the public the source of services and products marketed under such Licensed Marks and under the System and representing the System's high standards of quality, appearance and service and distinctive marketing, uniform standards, specifications and procedures for performing services, for marketing inventory, merchandising, management and financial control; operations; quality and uniformity of services offered; training and assistance; and advertising, marketing and promotional programs; all of which may be changed, improved and further developed by Franchisor from time to time and are used by Franchisor in connection with the operation of the System ("Trade Secrets"); and

WHEREAS, as part of the System, Franchisee operates a business under the Licensed Marks that sells to clients, and manages client relationships for, staffing services such as temporary, temp to hire and direct hire (the "Services"); and

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

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

WHEREAS, Franchisor has granted Franchisee the limited right to develop a NEXTAFF Franchise using the System, the Licensed Marks, and the Trade Secrets, pursuant to a Franchise Agreement ("Franchise Agreement"), by and between Franchisor and Franchisee; and

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

WHEREAS, it will be necessary for certain employees, agents and independent contractors, of Franchisee, or any entity having an interest in Franchisee ("Covenantor") to have access to and to use some of all of the Trade Secrets in the management and operation of Franchisee's NEXTAFF Franchise using the System; and

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

WHEREAS, Covenantor wishes to remain, or wishes to become associated with or employed by Franchisee; and

WHEREAS, Covenantor wishes and needs to receive and use the Trade Secrets in the course of his employment or association in order to effectively perform the services for Franchisee; and

WHEREAS, Covenantor acknowledges that receipt of and the right to use the Trade Secrets constitutes independent valuable consideration for the representations, promises and covenants made by Covenantor herein;

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

Confidentiality Agreement

1. Franchisor and/or Franchisee shall disclose to Covenantor some or all of the Trade Secrets relating to the System. All information and materials, including, without limitation, manuals, drawings, marketing techniques, specifications, techniques and compilations of data which Franchisor provides to Franchisee and/or Covenantor shall be deemed confidential Trade Secrets for the purposes of this Agreement.

2. Covenantor shall receive the Trade Secrets in confidence and shall, at all times, maintain them in confidence, and use them only in the course of his employment or association with a Franchisee and then only in connection with the development and/or operation by Franchisee of a NEXTAFF Franchise for so long as Franchisee is licensed by Franchisor to use the System.

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

4. Covenantor shall not at any time disclose or permit the disclosure of the Trade Secrets except to other employees of Franchisee and only to the limited extent necessary to train or assist other employees of Franchisee in the development or operation of a NEXTAFF Franchise.

5. Covenantor shall surrender any material containing some or all of the Trade Secrets to Franchisee or Franchisor, upon request, or upon termination of employment by Franchisee, or upon conclusion of the use for which such information or material may have been furnished to Covenantor.

6. Covenantor shall not at any time, directly or indirectly, do any act that would or would likely be injurious or prejudicial to the goodwill associated with the Trade Secrets and the System.

7. All manuals are loaned by Franchisor to Franchisee for limited purposes only and remain the property of Franchisor and may not be reproduced, in whole or in part, without Franchisor's written consent.

Covenants Not to Compete

1. In order to protect the goodwill and unique qualities of the System and the confidentiality and value of the Trade Secrets, and in consideration for the disclosure to Covenantor of the Trade Secrets, during the term of the Franchise Agreement, Covenantor further agrees and covenants as follows:

a. Not to divert, or attempt to divert, directly or indirectly, any business, business opportunity, or client of the Nextaff Franchise with respect to Services to any competitor; and

b. Not to employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, any of its affiliates or any franchisee of Franchisor, or otherwise directly or indirectly induce such person to leave that person's employment except as may occur in connection with Franchisee's employment of such person, if permitted under the Franchise Agreement.

c. Except with respect to the Nextaff Franchise, not to directly or indirectly, for himself or through, on behalf of, or in conjunction with any person, partnership or corporation or limited liability company without the prior written consent of Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations or joint ventures) become employed, advise, assist or make loans to, any business that is (i) providing or selling Services provided or sold by a NEXTAFF Franchise located, or is intended to be located, within a 60 mile radius of the location of any NEXTAFF Franchise in existence, whether owned by Franchisor or its affiliates or its other franchisees.

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

a. Divert or attempt to divert, directly or indirectly, any business, business opportunity or client of the Nextaff Franchise with respect to Services to any competitor;

b. Employ, or seek to employ, any person who is at the time or was within the preceding one hundred eighty (180) days employed by Franchisor, any of its affiliates or any franchisee of franchisor, or otherwise directly or indirectly induce such persons to leave that person's employment; and

c. Except with respect to the Nextaff Franchise, not to directly or indirectly, for himself or through, on behalf of, or in conjunction with any person, partnership or corporation or limited liability company without the prior written consent of Franchisor, own, maintain, operate, engage in, or have any financial or beneficial interest in (including any interest in corporations, limited liability companies, partnerships, trusts, unincorporated associations or joint ventures) become employed, advise, assist or make loans to, any business that is providing or selling Services provided or sold by a NEXTAFF Franchise located, or is intended to be located, within a 60 mile radius of the location of any NEXTAFF Franchise in existence, whether owned by Franchisor or its affiliates or its other franchisees.

Miscellaneous

1. Franchisee shall make all commercially reasonable efforts to ensure that Covenantor acts as required by this Agreement.

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

3. Covenantor agrees to pay all expenses (including court costs and reasonable attorneys' fees) incurred by Franchisor and Franchisee in enforcing this Agreement.

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

5. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF KANSAS. COVENANTOR HEREBY IRREVOCABLY SUBMITS HIMSELF TO THE JURISDICTION OF THE STATE COURTS OF JOHNSON COUNTY, KANSAS AND THE FEDERAL DISTRICT COURT OF JOHNSON COUNTY, KANSAS. COVENANTOR HEREBY WAIVES ALL QUESTIONS OF PERSONAL JURISDICTION OR VENUE FOR THE PURPOSE OF CARRYING OUT THIS PROVISION. COVENANTOR HEREBY AGREES THAT SERVICE OF PROCESS MAY BE MADE UPON HIM IN ANY PROCEEDING RELATING TO OR ARISING UNDER THIS AGREEMENT OR THE RELATIONSHIP CREATED BY THIS AGREEMENT BY ANY MEANS ALLOWED BY KANSAS OR FEDERAL LAW. COVENANTOR FURTHER AGREES THAT VENUE FOR ANY PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT SHALL BE JOHNSON COUNTY, KANSAS; PROVIDED, HOWEVER, WITH RESPECT TO ANY ACTION WHICH INCLUDES INJUNCTIVE RELIEF OR OTHER EXTRAORDINARY RELIEF, FRANCHISOR OR FRANCHISEE MAY BRING SUCH ACTION IN ANY COURT IN ANY STATE WHICH HAS JURISDICTION.

6. The parties acknowledge and agree that each of the covenants contained herein are reasonable limitations as to time, geographical area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the goodwill or other business interests of Franchisor. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Agreement is held unreasonable or unenforceable by a court or agency having valid jurisdiction in any unappealed final decision to which Franchisor is a part, Covenantor expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law as if the resulting covenant were separately stated in and made a part of this Agreement.

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

8. All notices and demands required to be given hereunder shall be in writing and shall be sent by personal delivery, expedited delivery service, certified or registered mail, return receipt requested, first-class postage prepaid, facsimile, or electronic mail (provided that the sender confirms the facsimile or electronic mail, by sending an original confirmation copy by certified or registered mail or expedited delivery service within three (3) business days after transmission), to the respective parties at the following addresses unless and until a different address has been designated by written notice to the other parties.

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

John-Reed McDonald
President
NEXTAFF ONE, LLC
9401 Renner Blvd, Ste 150
Lenexa, KS 66219
Facsimile: (913) 562-5626

with a copy to:

John D. Moore, Esq.
Husch Blackwell Sanders LLP
4801 Main Street, Suite 1000
Kansas City, Missouri 64112
Facsimile: (816) 983-8080

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

_____

_____

_____

Attention: _____

Email: _____

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

_____

_____

_____

Attention: _____

Email: _____

Any notices sent by personal delivery shall be deemed given upon receipt. Any notices given by electronic mail shall be deemed given upon transmission, provided confirmation is made as provided above. Any notice sent by expedited delivery service or registered or certified mail shall be deemed given three (3) business days after the time of mailing. Any change in the foregoing addresses shall be affected by giving fifteen (15) days written notice of such change to the other parties. Business day for the purpose of this Agreement excludes Saturday, Sunday, and the following national holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas.

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

FRANCHISOR

Nextaff One, LLC

By: _____

Name: _____

FRANCHISEE

_____

By: _____

Name: _____

[or]

_____

, Individually

COVENANTOR:

_____

EXHIBIT C

MINIMUM PERFORMANCE STANDARDS

Franchisee must meet the following Minimum Performance Standards for the Territory in which Franchisee operates on an annual basis each year beginning on the first day of the 3rd month after the Effective Date.

MINIMUM PERFORMANCE STANDARDS			
	TRADITIONAL	**VIRTUAL**	**Conversion**
CONTRACT YEAR	**TOTAL GROSS REVENUE FROM STAFFING SERVICES**	**TOTAL GROSS REVENUE FROM STAFFING SERVICES**	**TOTAL GROSS REVENUE FROM STAFFING SERVICES**
Months 1-6	$0	$0	$400,000
Months 7-12	$400,000	$200,000	$400,000
Year 2	$1,100,000	$550,000	$1,100,000
Year 3	$1,400,000	$700,000	$1,400,000
Year 4	$1,800,000	$900,000	$1,800,000
Year 5	$2,000,000	$1,000,000	$2,000,000
Year 6	$2,250,000	$1,125,000	$2,250,000
Year 7	$2,500,000	$1,250,000	$2,500,000

Franchisee acknowledges and agrees that failure of Franchisee to achieve the minimum annual Performance Standards is a material breach of the Franchise Agreement and could result in termination of the Franchise Agreement or a reduction in territory size.

FRANCHISOR

Nextaff One, LLC

By: _____

Name: _____

FRANCHISEE

_____

By: _____

Name: _____

[or]

_____

, Individually

EXHIBIT D

SECURITY AGREEMENT

The undersigned_____ a, _____ (hereinafter called "Franchisee"), hereby acknowledges that Nextaff One, LLC, a Wyoming limited liability company (hereinafter called "Nextaff"), owns the entire interest in all of the accounts receivable generated from customers of Franchisee which are serviced by Nextaff in accordance with the provisions of the Franchise Agreement, as defined below. Notwithstanding the foregoing, to the extent that Franchisee, any court, or any other party for any purpose determines that Franchisee owns any interest in the accounts receivable generated from customers of Franchisee which are serviced by Nextaff, Franchisee hereby grants to Nextaff a security interest in all of the Franchisee's accounts receivable, whether now existing or arising hereafter, whether in the nature of accounts for services rendered or goods sold, dues, assessments, rentals, or otherwise, all amounts in the "Collateral Reserve Account" as defined and described in Section 6.A.4. of the Franchise Agreement between Nextaff and Franchisee, as amended from time to time (the "Franchise Agreement"); and all cash proceeds and products of the foregoing items including any insurance proceeds paid in respect thereof , (collectively referred to as the "Assets"), as security for all obligations owing from Franchisee to Nextaff of any kind whatsoever, whether now existing or hereafter arising, including, without limitation, all obligations under the Franchise Agreement and any and all extensions, renewals, substitutions, and changes in form thereof which may be made from time to time.

For valuable consideration, Franchisee warrants and covenants that:

1. Franchisee warrants that: no financing statement covering any of the Assets is on file in any public office; the Assets are free of all liens and claims, other than the security interest under this Agreement.

2. The Franchisee will defend the Assets against the claims and demands of all persons.

3. Franchisee will not sell or transfer the Assets or any interest in them without the prior written consent of Nextaff.

4. Franchisee will execute, upon request by Nextaff, such financing statements or other documentation required by the provisions of the Uniform Commercial Code of Kansas, or any other State in which Franchisee conducts business.

5. Franchisee will give Nextaff sixty (60) days prior notice in writing of any change in the name or state of organization of Franchisee, or any change in the business address of Franchisee, or the closing of any place of business.

6. Franchisee will give Nextaff immediate notice in writing of the initiation of any proceedings relative to the solvency of the Franchisee, or of any legal proceedings wherein said Assets are in any manner sought to be seized or possessed by any legal authority.

7. Franchisee will pay promptly when due all taxes and assessments levied upon the Assets.

8. Franchisee will keep the Assets free and clear of any and all liens and will not sell, exchange, lease, or otherwise dispose of the Assets or any of Franchisee's rights therein without the prior consent in writing of Nextaff.

9. At Nextaff's option it may discharge taxes, liens, levies, or other encumbrances at any time asserted against or levied upon the Assets and may incur expenses for the preservation of the Assets. All such sums expended by Nextaff for such purposes, or for retaking, holding, or selling the Assets, or otherwise enforcing this Agreement, shall be payable by Franchisee upon demand.

10. Franchisee agrees that the happening or occurrence of any of the following shall, at the sole option of Nextaff, and without notice or demand, constitute a default hereunder:

(A) Failure of Franchisee to make full payment of any obligation under the Franchise Agreement, or otherwise, when and as due.

(B) Failure of Franchisee to observe or perform any of the covenants of this Agreement.

(C) Franchisee becoming insolvent, or being adjudicated a bankrupt, or if there shall be instituted against Franchisee any bankruptcy, insolvency, reorganization, arrangement, debt adjustment, or liquidation proceedings, or if the Assets shall be threatened to be taken in condemnation, levy, lien or forfeiture proceedings, or if Franchisee fails to pay the premiums on any insurance policy or any taxes levied on the Assets or levied on the operation or use of the assets.

(D) The dissolution of the Franchisee.

11. In case of default, Nextaff may exercise its rights under the Uniform Commercial Code in force in the State of Kansas, or any other State in which jurisdiction may lie. In addition to such rights, Nextaff may declare the entire unpaid portion of the royalty payments under the Franchise Agreement, and all other amounts due and owing, plus accrued interest, immediately due and payable and may immediately enter upon any premises where he has reason to believe the Assets may be found and take possession and remove said Assets, with or without legal process, or pursue any other legal remedy to which he may be entitled.

12. Franchisee shall notify account debtors of Franchisee to remit all payments to Nextaff c/o Rev Capital to the address of P.O. Box 741791, Los Angeles, CA 90074-1791. Upon request of Nextaff, Franchisee shall change the remittance address on all of its invoices to such other address as Nextaff shall instruct.

13. Nextaff's waiver of any default shall not in any manner be deemed to constitute a waiver of any subsequent default by Franchiseee. Nextaff's rights hereunder are cumulative and not alternative. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be considered an original. All notices shall be deemed duly given if they are in writing and forwarded by U.S. Mail to the address indicated for each party below.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth by each signature below.

FRANCHISOR	FRANCHISEE
Nextaff One, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
	[or]
	_____
	, Individually

EXHIBIT C

AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	ADDRESS
California	Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-1105 Toll Free Telephone #: 1-866-275-2677
Hawaii	Department of Commerce and Consumer Affairs	335 Merchant Street Honolulu, HI 96813
Illinois	Office of the Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Maryland	Office of the Attorney General Securities Division	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Consumer Protection Division Franchise Section	525 West Ottawa 670 Law Building Lansing, MI 48913
Minnesota	Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York	Office of the New York State Attorney General Investor Protection Bureau Franchise Section	120 Broadway, 23rd Floor New York City, NY 10271-0332 (212) 416-8236 Phone (212) 416-6042 (Fax)
North Dakota	North Dakota Securities Department	600 East Boulevard Fifth Floor Bismarck, ND 58505
Rhode Island	Department of Business Regulation Securities Division	1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division	150 Israel Rd. S.W. Tumwater, WA 98501
Wisconsin	Department of Financial Institutions Securities Division	345 W. Washington, 4th Floor Madison, WI 55103

EXHIBIT D

STATE ADMINISTRATORS

STATE	AGENT	ADDRESS
California	Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344
Hawaii	Commissioner of Securities	1010 Richards Street Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Secretary of State	201 State House Indianapolis, IN 46204
Maryland	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Commerce Corporations and Securities Bureau	525 West Ottawa 670 Law Building Lansing, MI 48913
Minnesota	Commissioner of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York	New York Secretary of State New York Department of State	One Commercial Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492
North Dakota	Securities Commissioner	600 East Boulevard, 5th Floor Bismarck, ND 58505
Rhode Island	Director of the Department of Business Regulation	1511 Pontiac Avenue Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Virginia State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street 9th Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division	150 Israel Rd. S.W. Tumwater, WA 98501
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 345 W. Washington Ave., 4th Floor Madison, WI 53703

EXHIBIT E
DISCLOSURE ACNOWLEDGEMENT AGREEMENT

[OMITTED]

EXHIBIT F

LIST OF FRANCHISEES

Office	First Name	Last Name	Address	Phone
Atlanta NE, GA (CM)	Don	Hay	1905 Beaver Ruin Rd, Suite 150, Norcross, GA 30071	470-610-6400
Beaverton, OR (CM)	Alvin	Montances	franchise@nextaff.com	504-664-3969
Birmingham, AL (CM)	Mark	Hansil	1805 Hillyer Robinson Parkway, Suite B, Anniston, AL 36207	205-433-5335
Burbank, CA (HC)	Almarree	Vescio	8035 Via Latina, Burbank, California, United States, 91504	888.826.2103
Columbia, MD (HC)	Cory	McCall	10490 Little Patuxent Pkwy Columbia, MD 21044	888-803-7708
Dallas, TX (IT)	Pearl	Marwaha	In Development	913-562-5610
Denver, CO (HC)	John	Snellings	john.snellings@nextaff.com	407-874-1621
Des Moines, IA (HC)	Shana	Althouse	franchise@nextaff.com	515-325-1575
Ft Lauderdale-Miami, FL (CM)	Buffy	Butler	4790 West Commercial Boulevard, Tamarac, FL 33319	954-733-0777
Gulf Coast, MS (CM)	Amber	Olsen	2112 Bienville Blvd., Suite B2, Ocean Springs, MS 39564	228-447-4820
Houston NW, TX (CM)	Mike	Henn	523 Rankin Circle North, Houston, TX 77073	281-876-7105
Houston, TX (CM)	Alex	Perez	aperez@nextaff.com	346-633-0022
Indianapolis, IN (CM and HC)	Joe	Angelo	4261 Lafayette Rd, Indianapolis, IN 46254	317-377-4764
Jackson, TN (CM)	Lisa	Meyers	1926 A Emporium Drive, Jackson, TN 38305	731-271-5677
Kansas City, MO (CM)	Jason	Hall	1923 McGee St., Kansas City, MO 64108	816-221-8220
Kansas City, MS (HC)	Shana	Althouse	franchise@nextaff.com	913-562-5610
Lake County, IL	Cristiane	Landolfi	franchise@nextaff.com	913-562-5610
Laredo, TX (CM)	Veronica	Villarreal	9114 McPherson Rd., Suite 2504, Laredo, Texas, 78045	956-552-7311
Louisville, KY (CM)	Miriam	Castano	franchise@nextaff.com	502-795-2220
Milwaukee, WI (HC)	Shana	Althouse	franchise@nextaff.com	414-710-6100
Nashville, TN (CM)	Lisa	Meyers	2550 Meridian Blvd, Ste 200, Franklin, TN 37067	615-208-9229
Northern Virginia, VA (HC)	Richard	Kindel	10306 Eaton Pl, Suite 300 Fairfax, VA 22030	703.215.8747
Overland Park, KS (CM)	James	Windmiller	jwindmiller@nextaff.com	913-562-5610
Peoria, IL (HC)	James	Windmiller	jwindmiller@nextaff.com	913-562-5610
Phoenix, AZ (CM & HC)	Matt	Kolder	538 S Gilbert Rd, Suite 106 Gilbert, AZ 85296	602-233-8733
Raleigh, NC (CM)	Beth	Klatt	5540 Centerview Drive, Suite 200, Raleigh, NC 27606	919-865-8950
Raleigh, NC (HC)	Derek	Dickens	In Development	913-562-5610
Sacramento, CA (HC)	James	Windmiller	jwindmiller@nextaff.com	913-562-5610
Santa Rosa, CA (CM)	James	Windmiller	jwindmiller@nextaff.com	913-562-5610
Sarasota, FL (HC)	Chris	Germond	3947 Clark Rd, Suite E, Sarasota, FL 34233	941-277-4420
St Louis, MO (HC)	James	Windmiller	jwindmiller@nextaff.com	913-562-5610
St Louis, MO (IT)	Dan	Berger	5377 State Hwy N, Suite 395, Cottleville, MO 63304	314-380-4777
Topeka, KS (CM)	Nick	Lauber	2222 SW 29th St, Topeka, KS 66611	785-274-8070

EXHIBIT G
GENERAL RELEASE

This Release (the "Release") is made and entered on _____, by and between NEXTAFF One, LLC a Wyoming limited liability company, (hereinafter referred to as "Nextaff"), and _____ a _____ ("Franchisee") and _____ ("Guarantors").

WITNESSETH:

WHEREAS Nextaff and Franchisee are parties to a Nextaff Franchise Agreement dated _____ (the "Franchise Agreement") granting Franchisee the exclusive right to open a NEXTAFF Franchise, Franchise No.____, pursuant to said Franchise Agreement within an area described in Exhibit A to the Franchise Agreement; and

WHEREAS Guarantors are the sole [shareholders/members] of Franchisee; and

WHEREAS Guarantors personally guaranteed the obligations of Franchisee under the Franchise Agreement; and

[Use the following if Franchisee has sold the franchised business – Option 1:]

WHEREAS, Franchisee has entered into a [insert title of sale or transfer agreement] (the "Sale Agreement") with [Name of Buyer] (hereinafter referred to collectively as the "Buyer") assigning unto Buyer, all rights, privileges and goodwill in said Franchise Agreement, subject to the terms and conditions thereof, which include, without limitation, the agreement by [Buyer or Franchisee] to pay Nextaff the required transfer and training fees;

[Or alternatively, use the following if Guarantor has sold its interest in the Franchisee – Option 2:]

WHEREAS, Guarantor has entered into a [insert title of sale or transfer agreement] (the "Sale Agreement") with [Name of Buyer] (hereinafter referred to collectively as the "Buyer") transferring to Buyer all of Guarantor's ownership interest in Franchisee, subject to the terms and conditions thereof, which include, without limitation, the agreement by [Buyer or Guarantor] to pay Nextaff the required transfer and training fees;

WHEREAS, Nextaff has agreed to approve the [assignment of the Franchise Agreement] [transfer of ownership interest in Franchisee] contemplated by the Sale Agreement on the condition that Franchisee [or Guarantor if Option 2] release Nextaff as provided in this Release.

WHEREAS Franchisee **[or Guarantor if Option 2]** desires to release Nextaff from certain obligations, claims, rights and privileges which may have accrued or been established between Nextaff and Franchisee **[or Guarantor if Option 2]** as a result of said Franchise Agreement and relative to the sale and purchase of the franchise rights granted in said Franchise Agreement to Franchisee [or Guarantor if Option 2];

NOW THEREFORE, in consideration of the premises outlined herein and the payment of the required training and transfer fees from Buyer to Nextaff, it is hereby agreed:

c. The provisions of the recital paragraphs outlined are hereby incorporated by reference as if set out fully and shall have full force and legal effect.

d. Nextaff agrees to approve the [assignment of the Franchise Agreement] [transfer of ownership interest in Franchisee] contemplated by the Sale Agreement.

e. Franchisee and Guarantors [only Guarantors if Option 2] on behalf of themselves, their predecessors, successors, assigns, officers, agents, employees, representatives, partners, directors, servants, officers, parents, affiliates and attorneys do hereby RELEASE AND FOREVER DISCHARGE Nextaff One, LLC and its predecessors, successors, assigns, officers, agents, employees, representatives, partners, directors, servants, officers, parents, affiliates and attorneys and all persons or entities which might be liable from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation arising out of any event, known or unknown, occurring prior to the date of this Release and specifically, without restricting said Release, release each other from any and all actions, causes of action, claims, demands, damages, costs and expenses directly or indirectly arising out of (a) the Franchise Agreement and any performance required by any party thereunder; (b) any obligation to buy back or repurchase any franchise unit covered by the Franchise Agreement, or any property owned by either party, whether arising under the Franchise Agreement or otherwise; and (c) any facts, claims or representations of the sale of said Franchise Agreement to Franchisee.

f. This Release shall be binding upon and shall inure to the benefit of all parties hereto, their heirs, executors, administrators, successors, and assigns, and parties hereby agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments and to perform any acts which may be necessary or proper to carry out the purpose of this Release.

g. This Release sets forth the entire understanding between the parties. No change or modification hereto shall be valid unless made in writing and signed by all parties hereto.

h. The provisions of this Release are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Release is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effective law, such decision shall not affect the remaining provisions of this Agreement.

i. This Release may be executed in any number of copies, the copies of which shall be deemed an original, but all of which shall constitute one and the same Release.

j. This Release shall be governed by the substantive laws of the State of Kansas.

k. The terms hereof are contractual and not mere recitals and they state the entire agreement between the parties.

l. In the event any party to this Release makes a claim relating to any conflict, omission, or ambiguity in this Release, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Release was prepared by or at the request of a particular party or its counsel.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

This release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

IN WITNESS WHEREOF, the parties have executed this Release the day and year first above written.

FRANCHISOR	FRANCHISEE
Nextaff One, LLC	_____
By: _____	By: _____
Name: _____	Name:_____

[or]

_____
, Individually

EXHIBIT H

SECURITY AGREEMENT

The undersigned _____, a _____ (hereinafter called "Franchisee"), hereby acknowledges that Nextaff One, LLC, a Wyoming limited liability company (hereinafter called "Nextaff"), owns the entire interest in all of the accounts receivable generated from customers of Franchisee which are serviced by Nextaff in accordance with the provisions of the Franchise Agreement, as defined below. Notwithstanding the foregoing, to the extent that Franchisee, any court, or any other party for any purpose determines that Franchisee owns any interest in the accounts receivable generated from customers of Franchisee which are serviced by Nextaff, Franchisee hereby grants to Nextaff a security interest in all of the Franchisee's accounts receivable, whether now existing or arising hereafter, whether in the nature of accounts for services rendered or goods sold, dues, assessments, rentals, or otherwise, all amounts in the "Collateral Reserve Account" as defined and described in Section 8.H. of the Franchise Agreement between Nextaff and Franchisee, as amended from time to time (the "Franchise Agreement"); and all cash proceeds and products of the foregoing items including any insurance proceeds paid in respect thereof , (collectively referred to as the "Assets"), as security for all obligations owing from Franchisee to Nextaff of any kind whatsoever, whether now existing or hereafter arising, including, without limitation, all obligations under the Franchise Agreement and any and all extensions, renewals, substitutions, and changes in form thereof which may be made from time to time.

For valuable consideration, Franchisee warrants and covenants that:

1. Franchisee warrants that: no financing statement covering any of the Assets is on file in any public office; the Assets are free of all liens and claims, other than the security interest under this Agreement.

2. The Franchisee will defend the Assets against the claims and demands of all persons.

3. Franchisee will not sell or transfer the Assets or any interest in them without the prior written consent of Nextaff.

4. Franchisee will execute, upon request by Nextaff, such financing statements or other documentation required by the provisions of the Uniform Commercial Code of Kansas, or any other State in which Franchisee conducts business.

5. Franchisee will give Nextaff sixty (60) days prior notice in writing of any change in the name or state of organization of Franchisee, or any change in the business address of Franchisee, or the closing of any place of business.

6. Franchisee will give Nextaff immediate notice in writing of the initiation of any proceedings relative to the solvency of the Franchisee, or of any legal proceedings wherein said Assets are in any manner sought to be seized or possessed by any legal authority.

7. Franchisee will pay promptly when due all taxes and assessments levied upon the Assets.

8. Franchisee will keep the Assets free and clear of any and all liens and will not sell, exchange, lease, or otherwise dispose of the Assets or any of Franchisee's rights therein without the prior consent in writing of Nextaff.

9. At Nextaff's option it may discharge taxes, liens, levies, or other encumbrances at any time asserted against or levied upon the Assets and may incur expenses for the preservation of the Assets. All such sums expended by Nextaff for such purposes, or for retaking, holding, or selling the Assets, or otherwise enforcing this Agreement, shall be payable by Franchisee upon demand.

10. Franchisee agrees that the happening or occurrence of any of the following shall, at the sole option of Nextaff, and without notice or demand, constitute a default hereunder:

(A) Failure of Franchisee to make full payment of any obligation under the Franchise Agreement, or otherwise, when and as due.

(B) Failure of Franchisee to observe or perform any of the covenants of this Agreement.

(C) Franchisee becoming insolvent, or being adjudicated a bankrupt, or if there shall be instituted against Franchisee any bankruptcy, insolvency, reorganization, arrangement, debt adjustment, or liquidation proceedings, or if the Assets shall be threatened to be taken in condemnation, levy, lien or forfeiture proceedings, or if Franchisee fails to pay the premiums on any insurance policy or any taxes levied on the Assets or levied on the operation or use of the assets.

(D) The dissolution of the Franchisee.

11. In case of default, Nextaff may exercise its rights under the Uniform Commercial Code in force in the State of Kansas, or any other State in which jurisdiction may lie. In addition to such rights, Nextaff may declare the entire unpaid portion of the royalty payments under the Franchise Agreement, and all other amounts due and owing, plus accrued interest, immediately due and payable and may immediately enter upon any premises where he has reason to believe the Assets may be found and take possession and remove said Assets, with or without legal process, or pursue any other legal remedy to which he may be entitled.

12. Franchisee shall notify account debtors of Franchisee to remit all payments to Nextaff to the address of PO Box 847637 Boston, MA 02284-7637. Upon request of Nextaff, Franchisee shall change the remittance address on all of its invoices to such other address as Nextaff shall instruct. Nextaff may change the remit to address at its discretion.

13. Nextaff's waiver of any default shall not in any manner be deemed to constitute a waiver of any subsequent default by Franchiseee. Nextaff's rights hereunder are cumulative and not alternative. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be considered an original. All notices shall be deemed duly given if they are in writing and forwarded by U.S. Mail to the address indicated for each party below

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of _____.

FRANCHISOR	FRANCHISEE
Nextaff One, LLC	_____
By: _____	By: _____
Name: _____	Name: _____

[or]

_____
, Individually

EXHIBIT I

PROMISSORY NOTE

Principal Amount:_____ Date: _____

Due Date: 12 months from Date of execution

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, _____, an _____ company ("Maker") promises to pay to the order of **Nextaff One, LLC** ("Holder"), the principal sum of **_____** together with interest on the unpaid principal balance from _____ through _____in twelve equal installments.

RATE OF INTEREST: _____ (_____%) per annum.

All principal and accrued interest shall be payable in the following manner:

PRINCIPAL AND INTEREST PAYMENT: Monthly payments of principal and interest in the amount of **_____ ($_____)** shall be due and payable on the third day of each month, for months 1-12. On the 12th payment the entire unpaid balance of this Promissory Note shall be fully due and payable**,** unless maturity is sooner accelerated as herein provided.

OTHER PROVISIONS

If requested, the Maker hereby agrees to provide Holder with monthly financial statements by the 20th day of each month. Failure to provide the Holder with monthly financial statements by the 20th day of each month shall not be deemed a default under this Note.

The Maker further covenants that Maker will not encumber any assets of Maker without the written consent of the Holder, with the exception of accounts receivable.

LOCATION OF PAYMENTS: Payments on this Note shall be made at 9401 Renner Blvd, Suite 150, Lenexa, KS, 66219 or such place as designated by the Holder hereof in writing.

DEFAULT: Maker will be in default if any one or more of the following occur: (1) Maker fails to make a payment on time or in amount due, but only if Maker fails to make such payment within five (5) days after the due date of such payment; (2) Maker fails to pay on any debt or agreement it has with Holder; (3) Maker fails to pay or satisfy any judgment within thirty (30) days of being entered in any court record; (4) Maker dies, is declared incompetent, makes an assignment for the benefit of Holders, or becomes insolvent; (5) Maker knowingly makes any written statement or provides any financial information that is false at the time it was provided;

REMEDIES: If Maker is in default on this note, Holder has, but is not limited to, the following remedies:

(1) Holder may demand immediate payment of all amounts owed to the Holder under this Note.
(2) Holder may set off this debt against any right it has to payment of money from Maker.
(3) Holder may demand security, additional security, or additional parties to be obligated to pay this Note as a condition for not using any other remedy.
(4) Holder may use any remedy Holder has under state or federal law.
(5) Holder may call for the membership interests of Maker to be assigned to Holder.

By selecting any one or more of these remedies Holder does not give up Holder's right to later use any other remedy.

ATTORNEY'S AND COLLECTION FEES: In any action for the enforcement of this Note or in the event of any default by a party hereto, the non-defaulting party shall be entitled to the recovery of its reasonable costs and expenses, including attorney fees, attributable to such default or such action. In any other action filed in connection herewith, the prevailing party in such action shall be awarded its reasonable costs and expenses, including attorney fees.

INTEREST NOT TO EXCEED MAXIMUM LAWFUL RATE: Anything hereunder to the contrary notwithstanding, the interest charged hereunder shall at no time exceed the maximum lawful rate allowed by law.

WAIVER: Presentment, demand for payment, notice of dishonor, protest and any and all lack of diligence or delays in collection which may occur are hereby waived by all makers, sureties, guarantors, and endorsers hereof. This Note shall be the joint of several obligations of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their heirs, personal representatives, successors and assigns.

NON-WAIVER: No delay or omission by the Holder to exercise any right, power, or remedy accruing under this note shall be construed to be a waiver of any default or acquiescence.

NO PREPAYMENT PENALTY: The Maker shall have the right to prepay without penalty the interest or principal amount outstanding, in whole or in part, at any time.

NOTICES: Any notice to be given under this note to makers shall be deemed sufficient if given by depositing in the United States mail, first class, postage prepaid and addressed to makers at the address of the property shown above. Any notice that must be given to the Holder under this note, shall be deemed sufficient if given by mailing it by certified mail, return receipt requested, to the Holder at the address for payment as set forth above or at such other place as payments may be made in the future pursuant to the terms of this note.

SEVERABILITY: If any term, covenant, or condition of this note shall be held to be invalid, illegal, or unenforceable in any respect, this note shall be construed without such provision.

APPLICABLE LAW: This note is made and executed under, and in all respect to be governed by, laws of the State of Kansas.

CUMULATIVE RIGHTS: The rights granted Holder hereunder shall be cumulative and the exercise of any one right or remedy shall not act to the exclusion of any other right or remedy of Holder hereunder as provided herein or as provided by the general law.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note the day and year first above written.

MAKER

FRANCHISEE

_____
Franchisee, Member

HOLDER

NEXTAFF ONE, LLC

_____
Franchisor, Member

EXHIBIT J

Intentionally Removed

EXHIBIT K

VIRTUAL UNIT ADDENDUM TO NEXTAFF FRANCHISE AGREEMENT

This ADDENDUM TO FRANCHISE AGREEMENT (this "**Addendum**") is made on _____ by and between Nextaff One, LLC, a Wyoming limited liability company ("**Franchisor**"), and _____ ("**Franchisee**").

Recitals

A. Concurrently with the execution of this Addendum, the parties have entered into a Nextaff Franchise Agreement (the "**Franchise Agreement**") regarding Franchisee's ownership and operation of a Nextaff Franchise in the _____ vertical. Capitalized terms used herein, unless expressly otherwise provided, shall have the meanings set forth in the Franchise Agreement.

B. The parties desire to amend the Franchise Agreement as set forth in this Addendum to document the fact that the Franchisee will not receive a protected territory with respect to the operation of the Nextaff Franchise.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties agree as follows:

Agreement

1. **Revisions to Franchise Agreement**

1.1 The definition of "Territory" in Section 1A is hereby deleted and all references to "Territory" in the Agreement shall be disregarded.

1.2 Section 2 of the Franchise Agreement is hereby deleted and replaced with the following:

"A. Subject to the provisions contained in this Agreement, Franchisor grants Franchisee the right and license to own and operate a Nextaff Franchise (the "Franchise"). The industry vertical and the virtual location of the Nextaff Franchise is set forth on Exhibit A. The initial term of this Agreement is for five (5) years, commencing on the Effective Date (the "Initial Term" and collectively with any Renewal Term, as provided in Section 16, the "Term"). The Franchise is specifically limited to the right to provide the Services and sell and maintain client relationships for the Services in accordance with this Agreement. Franchisor has the absolute right to determine the scope of permissible services to be offered by Franchisee as part of the Nextaff Franchise, and Franchisee shall not offer any services as part of the Nextaff Franchise that Franchisor has not approved in advance in writing.

B. Notwithstanding the above, Franchisor (on behalf of itself and its affiliates) retains the right, in its sole discretion and without granting any rights to Franchisee:

(1) To operate or to grant other persons the right to operate Nextaff Franchises at locations and on terms and conditions as we determine;

(2) To advertise and promote and to authorize other persons the right to advertise and promote the System; and

(3) To create, operate, maintain, modify or discontinue the use of websites using the Licensed Marks.

C. The right granted in Section 2.A is contingent upon the compliance by Franchisee with minimum performance standards (the "Minimum Performance Standards") set forth in Exhibit C which is attached to this Agreement. Franchisee acknowledges and agrees that after the first full year of operation, the failure of Franchisee to meet the Minimum Performance Standards for any calendar year is a material default of this Agreement and gives rise to Franchisor's right to terminate Franchisee's rights or terminate this Agreement under Section 17.B.

2. **Effect of Addendum**. Except as expressly amended by this Addendum, the Franchise Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Addendum and the Franchise Agreement, this Addendum shall control. No other agreements concerning the subject matter of this Agreement, oral or otherwise, unless expressly referred to and referenced herein, shall be deemed to exist or to bind any of the parties hereto. All prior or contemporaneous agreements, understandings and representations relating to the subject matter hereof are merged and are expressly superseded by this Addendum and the agreements expressly referenced herein. This Addendum cannot be amended, modified or changed except by written instrument signed by all of the parties hereto.

IN WITNESS WHEREOF the parties have executed, sealed and delivered this Addendum in duplicate on the date recited in the first paragraph.

FRANCHISOR	FRANCHISEE
Nextaff One, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
	[or]
	_____
	[Name of Franchisee]

EXHIBIT L

STATE ADDENDA

NEXTAFF ONE, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT
FOR THE STATE OF CALIFORNIA

California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD.

California Corporations Code Section 31125 requires us to give to you a FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement may contain provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in Franchisor's Choice of Law State. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement or Supplemental Agreements restricting venue to a forum outside the State of California. The Franchise Agreement may contain a mediation provision. If so, the parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator's fees.

The Franchise Agreement requires the application of the law of Franchisor's Choice of Law State. For franchisees operating outlets located in California, the California Franchise Investment Law and the California Franchise Relations Act will apply regardless of the choice of law or dispute resolution venue states elsewhere. Any language in the Franchise Agreement or any amendment thereto or any agreement to the contrary is superseded by this condition.

Neither Franchisor nor any other person listed in Item 2 of the FDD is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in such association or exchange.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement may provide for termination upon bankruptcy. Any such 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 provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement may not be enforceable.

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).

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.

NEXTAFF ONE, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, §§ 705/1 through 705/44, the parties below agree to enter into this Addendum (the "Addendum") to amend the Franchise Agreement of Nextaff One, LLC for use in the State of Illinois as follows:

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction or venue in a forum outside of this State is void, provided that a franchise agreement may provide for arbitration in a forum outside of this State.

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

Franchisee's rights upon termination and non-renewal are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois law governs the franchise agreement.

IN WITNESS WHEREOF the parties have executed, sealed and delivered this Agreement in duplicate on the date recited in the first paragraph.

FRANCHISOR	FRANCHISEE
Nextaff One, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Illinois Effective Date: _____

NEXTAFF ONE, LLC
ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

In recognition of the requirements of the Minnesota Franchise Act, Sections 80C.01-80C.22, and the Minnesota Rule 2860.4400J, the Franchise Disclosure Document of Home Instead, Inc. for use in the State of Minnesota shall be amended as follows:

Cover Page, Item 5 and Item 7, Additional Disclosure

The Minnesota Department of Commerce has required that payment of the initial franchise fee be deferred until you have completed your initial training and open your first Franchise for business.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of the franchisee's rights as provided for in Minn. Stat. Sec. 80C, or the franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

The franchisor will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Minnesota Department of Commerce has required that payment of the initial franchise fee be deferred until Franchisee has completed the initial training and opens the first Franchise for business.

With respect to franchises governed by Minnesota Franchise Law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, Franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that Franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the Franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of franchisor's trademark but Franchisor shall indemnify Franchisee for claims against Franchisee solely as it relates to Franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, Franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If Franchisor accepts tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by Franchisor shall be effective immediately upon receipt by Franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the Franchisee; (2) the conviction of the Franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the Franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the Franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce Franchisee's rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters

to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of Franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims Franchisee may have against Franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to Franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

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

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR NEXTAFF ONE, LLC
REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, SDCL 37-5B, and the policies of the Director of the Securities Division, the Uniform Franchise Disclosure Document for **NEXTAFF ONE, LLC**, for use in the State of South Dakota shall be amended as follows:

1. Cover Page, Item 5 and Item 7 shall be amended by the addition of the folk

1. Item 3, "Litigation" shall be amended by the addition of the following paragraphs:

Neither **NEXTAFF ONE, LLC**, nor any person identified in Item 2 above, has during the ten-year period preceding the date of this Franchise Disclosure Document, been convicted of a felony, or pleaded nolo contendere to any other felony charge, been convicted of a misdemeanor or pleaded guilty to a misdemeanor charge, reached a settlement in a civil action, been held liable in a civil action by final judgment, or been the subject of any material complaint or legal proceeding, where such felony, misdemeanor, civil action, complaint, or other legal proceeding involved the violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

Neither **NEXTAFF ONE, LLC**, nor any person identified in Item 2 above, has any material arbitration proceeding pending, or has, during the ten-year period immediately preceding the date of this Franchise Disclosure Document, been a party to concluded material arbitration proceedings.

Neither **NEXTAFF ONE, LLC**, nor any person identified in Item 2 above, is subject to any currently effective order or ruling of the federal trade commission.

2. Item 17(e), "Termination by **NEXTAFF ONE, LLC**, with Cause," shall be amended by the addition of the following language at the end of each Summary Section:

To the extent that default under the Franchise Disclosure Document relates to a breach of the Multi-Unit Agreement or Franchise Agreement, failure to meet performance and/or quality standards, and/or failure to make royalty payments, South Dakota law provides that **NEXTAFF ONE, LLC**, must provide a 30 day written notice with an opportunity to cure such default prior to termination.

3. Items 17(q) and Item 17(r), "Non-competition Covenants during the term of the franchise" and "Non-competition covenants after the Franchise is terminated or expires," respectively, shall be amended by the addition of the following language at the end of each Summary Section:

Covenants not to compete upon termination or expiration of the Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.

4. Item 17(v), "Choice of Forum," shall be deleted in its entirety and replaced with the following:

Any provision in the Franchise Disclosure Document, franchise agreement or development agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the

application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

5. Item 17(v), "Choice of Law", in each Summary Section, the language shall be deleted in its entirety and replaced with the following language:

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern shall be governed by the laws of the State of South Dakota. Any provision in the Franchise Disclosure Document, franchise agreement or development agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, SDCL 37-5B, and any rules and regulations promulgated thereunder, are met independently without references to this Amendment.

7. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Disclosure Document, the terms of this Addendum shall govern.

THIS ADDENDUM ADDRESSES CERTAIN PROVISIONS OF SOUTH DAKOTA LAW THAT AMEND THE FRANCHISE DISCLOSURE DOCUMENT OF NEXTAFF ONE, LLC. READ THIS ADDENDUM CAREFULLY.

ADDENDUM TO FRANCHISE AGREEMENT
FOR NEXTAFF ONE, LLC
REQUIRED BY THE STATE OF SOUTH DAKOTA

In recognition of the requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, SDCL 37-5B, the parties below agree to enter into this Addendum (the "Addendum") to amend the Franchise Agreement of **NEXTAFF ONE, LLC**, for use in the State of South Dakota as follows:

1. Section 21 under the heading "COVENANTS," shall be supplemented by the addition of the following, which shall be considered an integral part of the Franchise Agreement:

Covenants not to compete upon termination or expiration of this Agreement are generally unenforceable in the State of South Dakota, except in certain instances provided by law.

2. Section 19 under the heading "TERMINATION," shall be supplemented by the addition of the following, which shall be considered an integral part of the Agreement:

Upon any breach of this Agreement by Franchisee, or the failure of Franchisee to meet the performance and quality standards established by Company and/or the failure of Franchisee to make payments of royalties to Company, Company may terminate this Agreement only by giving written notice of termination stating the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination; provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Company's satisfaction, and by promptly providing proof thereof to Company within the thirty-day period. If any such default is not cured within the thirty-day period, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) day period.

3. Section 23.H under the heading "WAIVER OF DAMAGES" and Section 23.I. under the heading "WAIVER JURY TRIAL" shall be supplemented with the following language:

Any provision that provides that the parties' waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages or any provision that provides that parties waive their right to a jury trial may not be enforceable under South Dakota law.

4. Section 23.F and Section 23J. under the headings "GOVERNING LAW/EXCLUSIVE JURISDICTION," shall be deleted in their entirety and replaced with the following:

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern shall be governed by the laws of the State of South Dakota. Any provision in the Franchise Disclosure Document, franchise agreement or development agreement restricting jurisdiction or venue to a forum outside of South Dakota or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under the South Dakota Franchise Act.

5. Section 27 under the heading "MISCELLANEOUS" shall be supplemented by the ADDITION of the following language which shall be considered an integral part of the Franchise Agreement:

Nothing in this Agreement shall be deemed to constitute a waiver of compliance with any provision of the South Dakota Franchises for Brand-Name Goods and Services Act.

6. Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the South Dakota Franchises for Brand-Name Goods and Services Law, SDCL 37-5B, and any rules and regulations promulgated thereunder are met independently without references to this Amendment.

7. To the extent this Amendment shall be deemed to be inconsistent with any terms or conditions of the Franchise Agreement, the terms of this Amendment shall govern.

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR NEXTAFF ONE, LLC
REQUIRED BY THE STATE OF VIRGINIA

1. Item 4 shall be supplemented by the addition of the following language:

Neither the franchisor, any predecessor, any affiliate, any general partner of the franchisor, any officer of the franchisor or any individual having management responsibility relating to the sale or operation of the franchise being offered has filed as a debtor (or had filed against it) a petition under a foreign bankruptcy or has obtained a discharge of its debts under a foreign bankruptcy code.

2. Item 17, Subsection (m), entitled "Conditions for franchisor approval of transfer," shall be amended by adding the following language at the end of each Summary Section:

The general release referred to above will exclude any claims under the Virginia Retail Franchising Act.

3. Item 17, Subsection (v) entitled "Choice of Forum," shall be supplemented by the following language at the end of each Summary Section:

The Choice of Forum should not be considered a waiver of any right conferred upon any party by the Virginia Retail Franchising Act.

4. Item 17, Subsection (w) entitled "Choice of Law," shall be supplemented with the following language at the end of each Summary Section:

The Choice of Law should not be considered a waiver of any right conferred upon either the franchisee or upon the franchisor by the Virginia Retail Franchising Act.

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act, §§ 13.1557 through 13.1-574 and the regulations promulgated thereunder are independently met without reference to this Addendum. The additional disclosures shall have no force or effect if such jurisdictional requirements are not met.

6. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Disclosure Document, the terms of this Addendum shall govern.

THIS ADDENDUM ADDRESSES CERTAIN PROVISIONS OF VIRGINIA LAW THAT AMEND THE FRANCHISE DISCLOSURE DOCUMENT OF NEXTAFF ONE, LLC. READ THIS ADDENDUM CAREFULLY.

ADDENDUM TO FRANCHISE AGREEMENT
FOR NEXTAFF ONE, LLC
REQUIRED BY THE STATE OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act, §§ 13.1557 through 13.1-574 and the regulations promulgated thereunder, the parties below agree to enter into this Addendum (the "Addendum") to amend the Franchise Agreement of **NEXTAFF ONE, LLC** for use in the State of Virginia as follows:

1. Section 17.C(3) shall be supplemented by the addition of the following language to the end of Section 17.C(3):

"provided however, such general release shall exclude claims under the Virginia Retail Franchising Act;"

2. Section 18.D(6) shall be supplemented by the addition of the following language to the end of Section 18.D(6):

"provided however, such general release shall exclude claims under the Virginia Retail Franchising Act."

3. Section 23.F, under the heading "Governing Law" and Section 23.J, under the heading "Exclusive Jurisdiction" shall be supplemented by the addition of the following language at the end of such sections:

"Nothing in this Agreement shall be deemed to constitute a waiver of compliance with any provision of the Virginia Retail Franchising Act."

4. Franchise Agreement shall be supplemented by the addition of a new Exhibit F, as follows:

General Release

«Month» «Day», «Year»
«PrsntOwnrCorpName»
«PrsntGuarnteel»
«PrsntGuarntee2»

Re: Transfer of Assets of Nextaff franchised business

«RestAddCitySTZip»
«PrsntOwnrCorpName» to «NewOwnrCorpName»

Dear *«PrsntOwnrlstName»*:

NEXTAFF ONE, LLC ("PI") is a party to that certain Franchise Agreement with *«PrsntOwnrCorpName», «PrsntGuarnteel» and «PrsntGuarntee2»*, operating a Nextaff franchised business at the above-captioned address.

This letter will acknowledge PI's' receipt of all royalties due and shall constitute PI's consent to the transfer by *«PrsntOwnrCorpName»*, *«PrsntGuarnteel»* and *«PrsntGuarntee2»* to *«NewOwnrCorpName»* under that certain Asset Purchase Agreement, dated *«Month» «Day», «Year»*. This consent refers both to the sale of the equipment and other assets at the Franchised Businesses and

«PrsntOwnrCorpName», *«PrsntGuarnteel»* and *«PrsntGuarntee2»* assignment of its lease for the premises at *«RestAddCitySTZip»*.

Upon closing of said transfer and assignment from *«PrsntOwnrCorpName»* to *«NewOwnrCorpName»*, the Franchise Agreement between *«PrsntOwnrCorpName»*, *«PrsntGuarnteel» «PrsntGuarntee2»* and PI is deemed terminated as of said date and neither of us shall have any further obligation to the other, except that *«PrsntOwnrCorpName»*, *«PrsntGuarnteel»* and *«PrsntGuarntee2»* as Guarantors, shall be bound by the post-termination covenants applicable to former franchisees of as described in Section 21 of the Franchise Agreement. Further, *«PrsntOwnrCorpName»*, *«PrsntGuarnteel»* and *«PrsntGuarntee2»* and NEXTAFF ONE, LLC mutually releases each other from claims and liabilities of any sort arising out of or relating to any inducements or representations which may have been made by either of them in connection with the sale and grant of the Franchise Agreement and further mutually release each other from any and all claims relating to the duties and obligations of the parties under the Franchise Agreement, or any claim of breach thereunder.

Very truly yours,

NEXTAFF ONE, LLC

By:_____
Name:
Title:

Accepted and Agreed to this *«Day» day of «Month» «Year»*.

By:_____ _____
«PrsntGuarnteel» President *«PrsntGuarntee2» Vice President*

_____ _____
«PrsntGuarnteel» *«PrsntGuarntee2»*

cc: *«NewOwnrCorpName»*
«newownrfullname»

5. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act, §§ 13.1557 through 13.1-574 and the regulations promulgated thereunder are independently met without reference to this Addendum. This Addendum shall have no force or effect if such jurisdictional requirements are not met.

6. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Agreement, the terms of this Addendum shall govern.

7. Any capitalized terms that are not defined in this Addendum shall have the meaning given to them in the Franchise Agreement.

WASHINGTON ADDENDUM
TO
FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The state of Washington has a statute, RCW 19.100.180 which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

The collection of initial franchise fees will be deferred until the franchisor has fulfilled its initial pre-opening obligations and the franchisee is open for business.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated on _____

Nextaff One, LLC

By: _____

Printed Name: _____

Title: _____

_____

By: _____

Printed Name: _____

Title: _____

ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT
FOR NEXTAFF ONE, LLC
REQUIRED BY THE STATE OF WISCONSIN

In recognition of the requirements of the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01 to 553.78 and the Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01-135.07, the Franchise Disclosure Document of **NEXTAFF ONE, LLC** for use in the State of Wisconsin shall be amended as follows:

1. The last full paragraph on the cover page shall be deleted in its entirety and replaced with the following paragraph:

> **"Registration of this Franchise with a state does not mean that the state recommends or it has verified the information in this Franchise Disclosure Document. If you learn that anything in this Franchise Disclosure Document is untrue, contact the Federal Trade Commission and the Commissioner of Securities, Madison, Wisconsin 53701."**

2. Item 17(b), under the heading entitled "Renewal or extension of term," shall be amended by the addition of the following language at the end of each Summary Section:

> "To the extent that the provisions regarding renewal described in this summary are inconsistent with the requirements of the Wisconsin Fair Dealership Law, § 135.04, (which, among other things, currently grants you the right, in most circumstances, to 90 days prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies), the renewal provisions will be superseded by the Wisconsin Fair Dealership Law's requirements and will have no force or effect."

3. Item 17(f) under the heading "Termination by franchisor with cause" shall be amended by the addition of the following language at the end of each Summary Section:

> "To the extent that the provisions regarding termination described in this summary are inconsistent with the requirements of the Wisconsin Fair Dealership Law, § 135.04, (which, among other things, currently grants you the right, in most circumstances, to 90 days prior written notice of termination and 60 days within which to remedy any claimed deficiencies), the termination provisions will be superseded by the Wisconsin Fair Dealership Law's requirements and will have no force or effect."

4. Item 17(v) under the heading "Choice of forum" shall be amended by the addition of the following language at the end of each Summary Section:

> "This provision may not be enforceable under Wisconsin law."

5. Item 17(w) under the heading "Choice of law" shall be amended by the addition of the following language at the end of each Summary Section

> "No provision of the Franchise or Area Development Agreement will constitute a waiver of compliance with any provision of the Wisconsin Franchise Investment Law or Wisconsin Fair Dealership Law."

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Wisconsin Franchise Investment Law, Wis. Stat. §§ 553.01 to 553.78 and the Wisconsin Fair Dealership Law, Wis. Stat. §§ 135.01-135.07, are independently

met without reference to this Addendum. The additional disclosures shall have no force or effect if such jurisdictional requirements are not met.

7. To the extent this Addendum shall be deemed inconsistent with any terms or conditions of the Franchise Disclosure Document, the terms of this Addendum shall govern.

THIS ADDENDUM ADDRESSES CERTAIN PROVISIONS OF WISCONSIN LAW THAT AMEND THE FRANCHISE DISCLOSURE DOCUMENT OF NEXTAFF ONE, LLC READ THIS ADDENDUM CAREFULLY.

State Effective Dates

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

This Franchise Disclosure Document is registered, on file, or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	**Effective Date**
California	Pending
Illinois	Pending
Indiana	Pending
Michigan	Pending
Minnesota	Pending
South Dakota	Pending
Virginia	Pending
Wisconsin	Pending

This Franchise Disclosure Document is exempt from the business opportunity laws regarding disclosure in the following states (notice filings were required):

State	**Type of Filing**	**Effective Date**
Florida	Annual Filing	Pending
Kentucky	One-Time Filing	11/02/2017
Nebraska	One-Time Filing	05/21/2018
Texas	One-Time Filing	10/31/2017
Utah	Annual Filing	Pending

EXHIBIT M

RECEIPTS

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

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

Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the signing of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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

If we do not deliver this disclosure document on time or if it contains or 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 D.

The franchisor corporation is located at 9401 Renner Blvd, Suite 150, Lenexa, KS, 66219. Its telephone number is (913) 562-5620.

The name, principal address and telephone number of each franchise seller offering the franchise: James-Reed McDonald, 9401 Renner Blvd, Suite 150, Lenexa, KS, 66219 (913) 562-5614.

FTC Issuance Date: April 30, 2026

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document dated April 30, 2026, that included the following exhibits:

Exhibit A - Financial Statements		Exhibit H - Security Agreement
Exhibit B - Franchise Agreement		Exhibit I – Promissory Note
Exhibit C - Agents for Service of Process		Exhibit J – Expansion Application
Exhibit D - State Administrators		Exhibit K – Virtual Unit Addendum
Exhibit E - Disclosure Acknowledgment Agreement		Exhibit L – State Addendum
Exhibit F - List of Franchisees		Exhibit M – Receipt Pages
Exhibit G - General Release		

_____ _____ _____

Date Signature Printed Name

(Please sign this copy of the receipt, date your signature and return it to John-Reed McDonald, Nextaff, 9401Renner Blvd, Suite 150, Lenexa, KS, 66219 or email to **jrmcdonald@nextaff.com**)

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Exhibit G - General Release		

_____ _____ _____
Date Signature Printed Name

(Keep this copy for your records)