

FRANCHISE DISCLOSURE DOCUMENT

GIGWORX

GigWorx Franchising, LLC
A Delaware limited liability company
102 Eagle Fjord Road, Unit B
Bozeman, Montana 59718
(406) 312-0452
www.gigworx.com
info@gigworx.com

We offer individual franchises for the operation of GIGWORX[®] businesses (each, a “Franchised Business” or “Business”) that operate a recruiting and staffing business that provides, among other services, contract, contract-to-hire, temporary, temporary-to-hire, direct hire, and other staffing and talent acquisition services.

The total investment necessary to begin operation of a GIGWORX[®] Business is from \$110,000 to \$151,000. This includes \$47,500 that must be paid to us or our affiliates.

We also offer qualified parties the right to develop at least two (2) Franchised Businesses. The total investment necessary to operate multiple Franchised Businesses under our form of area development agreement depends on the number of Franchised Businesses we award you the right to develop. By way of example, the total investment necessary to enter into an area development agreement for the right to develop three (3) Franchised Businesses is \$182,500 to \$223,500, which includes (i) a \$120,000 development fee that is paid to us, and (ii) your total investment to begin operation of your initial franchised Business within a single territory of operations.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact John-Reed McDonald at GigWorx Franchising, LLC, 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718, (406) 312-0452.

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

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

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

Issuance Date: September 8, 2023

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 Exhibits I and J. |
| 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 D 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 GigWorx® 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 franchise have a troubled legal history? | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings. |
| What’s it like to be a GigWorx® franchisee? | Item 20 or Exhibits H and I list 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 that franchise or has verified the information in this document. To find out if your state has a registration requirements, 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 and/or litigation only in Montana. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Montana than in your own states.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Sales Performance Requirement.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

To simplify the language in this disclosure document, “we” and “GigWorx” means GigWorx Franchising, LLC, the franchisor. “You” means the person who buys the franchise. If a corporation, partnership or limited liability company buys a franchise, “you” also may refer to the shareholders of the corporation, partners of the partnership or members of the limited liability company.

The Franchisor

We are a Delaware limited liability company formed on May 22, 2023. Our principal place of business is at 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718 and our telephone number is (406) 312-0452. Our agents for service of process are disclosed in Exhibit D of this Franchise Disclosure Document.

Our Business Experience and Affiliates

We began franchising GIGWORX® Businesses as of the Issuance Date of this disclosure document. We do not have any parents or predecessors.

Our affiliate, GigWorx Healthcare, LLC, is a Montana limited liability company formed on August 8, 2018, with a principal place of business at 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718. GigWorx Healthcare, LLC operates a business that is similar to the one offered under this Disclosure Document. Specifically, since August 2018 GigWorx Healthcare, LLC has operated a recruiting, staffing, and talent acquisition services business under the GIGWORX trademarks.

Neither we nor our affiliates have ever offered franchises for any other type of business. We do not have any other affiliates that need to be disclosed in this Disclosure Document. We do not operate businesses of the type being offered under this Disclosure Document.

We sell franchises for the operation of businesses under the name “GIGWORX” (each, a “Business” and collectively, “Businesses”) that operate recruiting and staffing businesses that provide, among other services, contract, contract-to-hire, temporary, temporary-to-hire, direct hire, and other staffing and talent acquisition services, in part through the use of a mobile application. We also will handle all Client invoicing, serve as the employer of record for all Temporary Staffing Associates (as defined below), pay all Temporary Staffing Associates and obtain and maintain workers’ compensation insurance coverage for all Temporary Staffing Associates.

Franchise Offered

You will receive the right to own and operate a recruiting and staffing Business that offers administrative, general office, professional and technical personnel recruiting and staffing services including contact, contract-to-hire, temporary, temporary-to-hire, direct hire, and other staffing and talent acquisition services, including, if qualified and approved by us, hospitality and/or light industrial staffing services, to third party businesses and companies (each, a “Client” and collectively, “Clients”). In connection with the operation of your Business, you will place Direct Hires and/or Temporary Staffing Associates with Clients, depending on the scope of your recruiting and/or staffing arrangement with the Client. “Direct Hires” means and includes any individual(s) that you place with a Client who is considered an employee of the Client and is paid directly by the Client. “Temporary Staffing Associates” means and includes any individual(s) that you place with a Client on a temporary basis and who is considered our employee and is paid directly by us.

The Business will be operated from a location we approve (the “Authorized Location”), offering the products and services we approve and using certain distinctive types of equipment, supplies, business techniques, designs, methods, specifications, standards, sales promotion programs and the “Trademarks” (as defined in Item 13), including our then-current proprietary trademarks (collectively, the “System”) in a territory outlined in the Franchise Agreement (“Territory”).

In connection with the operation of the Business, you will be required to satisfy certain minimum performance requirements.

We also offer qualified individuals the right to open and operate a GIGWORX® Business within multiple Territories by entering into our then-current Area Development Agreement and paying our then-current development fee, which will depend on the number of Territories in which you will operate the GIGWORX® Business (the “Development Fee”), as is further outlined in Item 5 of this Franchise Disclosure Document.

If you own a single Territory, you will need to hire a branch manager for the System Business which can be you or a third party who has been approved by us (“Branch Manager”), a Salesperson, and a Recruiter (as defined below). For each additional Territory you purchase under the Franchise Agreement, you must employ one (1) full-time Branch Manager (if you will remain the Branch Manager in your first Territory), one (1) full-time salesperson (“Salesperson”), and one (1) full-time recruiter (“Recruiter”) to operate in that Territory. Additionally, you must hire the Branch Manager (if applicable), Salesperson, and Recruiter prior to attendance at the initial training program and each person must attend, and complete to our satisfaction, the initial training program. For each additional Territory, you must hire additional groups of one (1) Salesperson and one (1) Recruiter, and each group must complete our initial training program no later than thirty (30) days following the first anniversary and each subsequent anniversary of your attendance at the initial training program until you have reached the cumulative number of Salespersons and Recruiters you are required to hire. For example, if you purchase three (3) Territories and you attend our initial training program on July 1, 2023, you must hire and train (a) one (1) Branch Manager (if you are not serving as Brand Manager), one (1) Salesperson and one (1) Recruiter prior to opening the first GIGWORX® Business, (b) one (1) additional Branch Manager (if you are and will remain Branch Manager at the first Business), one (1) additional Salesperson and one (1) additional Recruiter by July 30, 2024, and (c) an additional Branch Manager (if applicable), an additional Salesperson and an additional Recruiter by July 30, 2025.

Market and Competition

Your Business will provide recruiting and staffing services. Your competition will include other local, regional and national staffing, recruitment and employment businesses and agencies. The market is well developed.

Regulations Specific to the Industry

The staffing services industry is a highly-regulated industry, and you must comply with all rules and regulations, including but not limited to those established by the Equal Employment Opportunity Commission (EEOC) and state regulatory agencies pertaining to the operation of your Franchised Business. Some states require licensing and/or bonding of temporary staffing businesses, direct hire businesses, and consulting businesses. You should be aware of state and local government zoning ordinances and regulations in your proposed territory. Each Business must comply with all federal, state and local laws, and we urge you to become familiar with these specific laws and regulations governing the operation of a Business in your state. You also should check with your state and local authorities to determine if there are

additional requirements. You are solely responsible for the hiring of all Salespersons, Recruiters and Branch Managers of your Franchised Business and you must ensure that you are complying with all federal, state, and local laws with respect to employment practices.

ITEM 2 BUSINESS EXPERIENCE

President: John-Reed McDonald

Mr. McDonald has served as our President since our inception and performs his duties primarily from Bozeman, Montana. Prior to this role, Mr. McDonald served as Chief Operating Officer at PrideStaff in Fresno, California from May 2007 to August 2022.

Chief Executive Officer: Matt Alvarez

Mr. Alvarez has served as our CEO since our inception and performs his duties primarily from Bozeman, Montana. Mr. Alvarez also serves as CEO of our affiliate, GigWorx Healthcare, LLC in Powell, Ohio, and has held this position since June 2018. Mr. Alvarez also previously served as Superintendent at Orlando Rock in Gallatin Gateway, Montana from June 2014 to June 2018.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee amounting to \$47,500 (the “Initial Franchise Fee”) immediately upon execution of your Franchise Agreement, which will be deemed fully earned and non-refundable upon payment.

Area Development Agreement Fee

If you choose to enter into an Area Development Agreement for multiple territories, you must pay us a fee based on the number of Territories that you operate in, as follows: (i) \$87,500 for the right to operate a Franchised Business in two Territories; (ii) \$120,000 for the right to operate a Franchised Business in three (3) Territories; (iii) \$145,000 for the right to operate a Franchised Business in four (4) Territories; and (iv) \$162,500 for the right to operate a Franchised Business in five (5) Territories (the “Development Fee”). We will consider requests for the right to operate a Franchised Business in more than five (5) Territories on a case-by-case basis.

Except as provided for in this Item, the Initial Franchise Fee and Development Fee are uniformly imposed.

**ITEM 6
OTHER FEES**

| Type Of Fee | Amount (See Note 1) | Due Date | Remarks |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Franchisor Share (Temporary and Contract Placements, Contract-to-Hire, and Temporary-to-Hire Placements) | 37% of Gross Margin to Franchisor. | We will remit your portion (the “Franchisee Share”) back to you on the 20 th day of each month for the preceding business month. | We will invoice and collect for all sales on your behalf. We pay you the Franchisee Share (Gross Margin minus Franchisor Share and any Authorized Deductions from Franchisee Share). See Note 2 for more information. |
| Franchisor Share (Direct Hire, Consulting, and Other Unclassified Placements) | 15% of Gross Margin to Franchisor. | We will remit your portion (the “Franchisee Share”) back to you on the 20 th day of each month for the preceding business month. | We will invoice and collect for all sales on your behalf. We pay you the Franchisee Share (Gross Margin minus Franchisor Share and any Authorized Deductions from Franchisee Share). See Note 2 for more information. |
| AUTHORIZED DEDUCTIONS FROM FRANCHISEE SHARE | | | |
| Authorized deductions are the deductions that we are authorized by the Franchise Agreement to deduct from the Franchisee Share before forwarding your share to you. Some of these amounts are reimbursements for payments we make on your behalf to third party vendors. | | | |
| Brand Fund Contribution | One percent (1%) of total Gross Margin (see Note 2). | As incurred. | Used for marketing and promotional activities. |
| Local Advertising Requirement | One-half percent (0.5%) of total Gross Margin. | As incurred. | We must approve all advertising and marketing materials you develop. |
| Regional and/or Local Advertising Cooperative Contribution | Currently not assessed. If established, up to 0.5% of total Gross Margin. | As incurred. | While we currently have not established any regional advertising cooperatives, we reserve the right to do so in the future and you must participate in, support and contribute a proportionate share, but no more than an amount equal to one-half percent (0.5%) of the Gross Margin for the Business, of the cost of regional cooperative advertising programs we designate.. Your contributions to regional and local advertising cooperatives will be credited toward your local advertising obligations. |

| Type Of Fee | Amount (See Note 1) | Due Date | Remarks |
|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Proprietary Software System Fee | The then-current amount, which is currently estimated between \$450 to \$600 per month, per user. | Payable quarterly by deduction from Franchisee Share two weeks before the expiration of the current quarter for the next quarter. | You currently must obtain your Proprietary Software System from us or our Designated Supplier. We will collect a Proprietary Software System Fee on a quarterly basis in advance of the quarter the fee will cover. We reserve the right to increase this fee in the future. |
| Client and Candidate Management Technology Fee | Up to \$900 per month. | Payable quarterly by deduction from Franchisee Share two weeks before the expiration of the current quarter. | If established, we may collect a Client and Candidate Management Technology Fee (“Technology Fee”) on a quarterly basis in advance of the quarter the fee will cover. We will use the Technology Fee for any costs incurred in connection with technological advancements associated with the System, including but not limited to (a) building on-line infrastructure for the System, (b) developing proprietary software for use within the System, (c) developing and maintaining our corporate website, (d) software developments, (e) third-party vendor costs associated with computer system installation, (f) payroll for our employees that assist franchisees with all technology-related issues, or (g) developing any new technological advancements for the System as we deem necessary. |
| Employee Misclassification Fee | Varies. You will be responsible for any fees or additional workers’ compensation premiums we are assessed as a result of your misclassification of a Temporary Staffing Associate | When due | If you use or have used the wrong workers’ compensation classification code and rate for any Temporary Staffing Associate, you must reimburse us for any additional costs, expenses and/or premiums that we are charged. |
| Insurance | Cost of insurance | Payable before opening | If you fail to obtain or maintain required insurance, we may obtain insurance and seek from reimbursement from you for insurance, including late charges. |
| Audit | Cost of audit plus 18% interest per year from due date. | 30 days after billing | See Note 4. |
| Annual Convention | No fee, but you will be responsible for travel-related costs and expenses for attending the annual convention. | As incurred. | |

| Type Of Fee | Amount (See Note 1) | Due Date | Remarks |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Late Reporting Fee | Lesser of \$25 per delinquent report or the maximum amount permitted by applicable law. | When due | Payable for each delinquent report you owe us under the Franchise Agreement. A report is delinquent if we do not receive the report on or before the due date. |
| Payroll Funding Fee | Varies. We will charge you for the total payroll expense that we incur on behalf of the temporary or contract employees you place at a customer location on a weekly basis. | Weekly | The total payroll expense includes the cost of capital to fund payroll as well as applicable federal and state taxes, social security, Medicare and unemployment insurance. Our current cost of capital to fund payroll is .0552% per day of outstanding accounts receivable and current average number of days accounts receivables are outstanding is twenty (24) days. Applicable federal and state taxes, social security, Medicare and unemployment insurance rates are as established by such federal and state entities from time to time. |
| Income and Sales Taxes | We may collect from you the cost of all taxes arising from our licensing of intellectual property to you in the state where your Business is located, as well as any assessment on fees and any other income we receive from you. | Payable, when applicable, by electronic funds transfer. | Only imposed if a state collects these taxes or assessments. |
| Uncollectible Accounts | Fifty percent (50%) of uncollectible accounts, provided you follow our then-current credit approval process as designated in our Manual(s) or otherwise in writing. 100% of uncollectible accounts, if you did not follow our credit approval process. | As incurred. | Our credit approval policies will be provided to you as part of the Manual(s) or otherwise in writing. |
| TRANSFER AND RENEWAL FEES | | | |
| Transfer Fee | \$10,000, plus any applicable broker fees | Before completion of transfer | See Note 3 |

| Type Of Fee | Amount (See Note 1) | Due Date | Remarks |
|-------------|---------------------|--------------|---------------------------------------------------------------------------------------------------|
| Renewal Fee | \$5,000 | Upon renewal | You must also satisfy certain conditions enumerated in the Franchise Agreement in order to renew. |

Notes:

- (1) Except where otherwise noted, all fees are payable to us and are non-refundable. All fees are uniformly imposed.
- (2) “Gross Margin”

Before we remit your monthly Franchisee Share, we will deduct from your Franchised Business’ Gross Revenue (a) the total cost of payroll fees/labor (including social security and unemployment insurance), (b) Social Security and Medicare taxes, as applicable (c) federal, state and municipal taxes, as applicable, (d) our Brand Fund Contribution, (e) workers’ compensation and health insurance costs (see next paragraph for more information on the exact amount), and (f) any other applicable fees due to us for the prior week period in which sales were made (collectively, the “Authorized Deductions”). The remainder amount that we pay to you is your monthly Gross Margin. Any commissions we deduct as part of the Authorized Deductions will be paid by you at cost and we will not mark-up any portion of the commissions for our benefit. We will pay the commissions on your behalf to any employee of a corporate-owned or franchisee-owned GIGWORX® Business who is due such commission based on the Gross Margin of your GIGWORX® Business.

We will serve as the employer of record for your Temporary Staffing Associates. Based on information you provide to us, we will obtain and maintain during the term of the Franchise Agreement workers’ compensation insurance and/or health insurance (as is required under federal law) covering your Temporary Staffing Associates. While we pay the insurance costs on a monthly basis, we will accrue these charges to you on a weekly basis by subtracting 0.5% of your Franchised Business’s payroll for Temporary Staffing Associates before we pay you your Monthly Franchisee Share. “Payroll” equals the total amount of wages paid to your Temporary Staffing Associates on any given week. This accrued amount is based on the amount our affiliate-owned GIGWORX® business pays for workers’ compensation insurance and health insurance. We reserve the right to change the percentage used in this calculation at any time based on changes imposed by our insurance provider. Additionally, you must reimburse us for any premium overages we are assessed in connection with the quarterly and/or yearly audit we and our insurance provider conduct relating to the workers’ compensation and health insurance coverage provided for your Temporary Staffing Associates.

- (3) You pay this fee when the Franchise Agreement or any of the material assets of the Business or any controlling interest in you is transferred. No transfer fee is due if the transfer is to an immediate family member.
- (4) This fee is payable only if: (a) an audit shows an understatement of at least 3% of Gross Margin for any month; or (b) an audit is required because you did not timely provide us with required information.

**ITEM 7
ESTIMATED INITIAL INVESTMENT**

(A) SINGLE-TERRITORY FRANCHISE AGREEMENT

| Type Of Expenditures¹ | Amount² | Method Of Payment | When Due | To Whom Payment Is To Be Made |
|--------------------------------------------------------|------------------------------|--------------------------|---------------------------------------|------------------------------------------|
| Initial Franchise Fee for Single Territory | \$47,500 | Lump Sum | When you sign the Franchise Agreement | Us |
| Leasehold Improvements ³ | \$0 - \$10,000 | As Agreed Upon | As Incurred | Landlord, Third Party Suppliers |
| Lease Deposit ⁴ | \$0 - \$5,000 | As Agreed Upon | Before Opening and As Incurred | Landlord |
| Rent (3 Months) ⁵ | \$0 - \$15,000 | As Agreed Upon | As Incurred | Landlord |
| Equipment, Fixtures, Supplies and Signage ⁶ | \$2,500 - \$5,000 | As Agreed Upon | Before Opening | Third Party Suppliers |
| Insurance and Utility Deposits ⁷ | \$3,000 - \$6,000 | As Incurred | Before Opening | Third Party Suppliers |
| Required Computer System ⁸ | \$3,000 - \$4,000 | As Incurred | Before Opening | Third Party Suppliers |
| Miscellaneous Pre-opening Expenses ⁹ | \$7,500 - \$10,000 | As Incurred | Before Opening | Third Party Suppliers |
| Professional Fees ¹⁰ | \$1,500 - \$3,500 | As Incurred | Before Opening | Attorney/Accountant |
| Additional Funds - 3 months ¹¹ | \$45,000 | As Incurred | As Incurred | Employees, Us, and Third Party Suppliers |
| TOTAL¹² | \$110,000 - \$151,000 | | | |

Notes:

- (1) *Type of Expenditures.* The typical size of a Franchised Business ranges from 1,000 to 1,500 square feet. For several items discussed below, your cost will increase as square footage increases. The size of your Business is principally determined by requirements or restrictions that your landlord and appropriate municipality or zoning boards may impose, and availability and cost of leasable space. This Table reflects your estimated initial investment for a single Franchised Business operated under a Franchise Agreement. Our standard offering assumes that you will lease the premises for your Business, however, you may operate the Franchised Business from a home office for the first 24 months of operation. See Items 8 and 12 of this Disclosure Document for additional information.
- (2) *Amount.* Except where otherwise noted, all fees that you pay to us are non-refundable. Third party lessors, contractors and suppliers will decide if payments to them are refundable.
- (3) *Leasehold Improvements.* Typical locations for your Business include commercial office spaces, including executive suites or similar co-working spaces located in central business districts. Assuming that you will lease the premises for your Business, you will need to make certain leasehold improvements to the leased premises to comply with our approved plans and

specifications. Leasehold improvements include lighting, flooring and partition walls. We anticipate that you will negotiate some or all of the cost of leasehold improvements as part of your rental expense. The exact cost or impact on your rental expense will depend on several factors, including the condition of the premises, whether you elect to do more than the minimum required renovations, the landlord's agreement to reimburse you for certain improvements, the size and location of the premises for your Business and other economic factors. The low end of this estimate assumes that you will operate the Franchised Business from a home office during its first three (3) months of operation. Although we do not recommend that you purchase the land and building for your Business, you will incur significantly greater costs in developing your Business if you choose to do so. All construction materials and fixtures must comply with our specifications. The low end of this range assumes that you will operate your Franchised Business from a home office for at least the first three (3) months of operation. You may incur greater or lesser start-up costs depending on your ability to negotiate a tenant improvement allowance from your landlord.

- (4) *Lease Deposit.* The exact amount of your lease deposit will vary greatly, depending on the location of the Business premises, local market conditions and other factors. Although we estimate that you will need to lease premises of approximately 1,000 to 1,500 square feet for a Business, you may need larger premises in some situations. The low end of this range assumes that you will operate the Franchised Business from a home office for at least the first three (3) months of operation, while the higher end of this estimate assumes that you will be renting a fully-outfitted executive suite in a Class "B" or better commercial space for the operation of the Franchised Business.
- (5) *Rent (3 Months).* You may operate your Franchised Business from a home office for its first 24 months of operation, however, if you elect to lease commercial office space, the exact amount of your rent will vary greatly, depending on the location of the Business premises, local market conditions and other factors. The low end of this range assumes that you will operate the Franchised Business from a home office for at least the first three (3) months of operation, while the higher end of this estimate assumes that you will be renting a fully-outfitted executive suite in a Class "B" or better commercial space for the operation of the Franchised Business.
- (6) *Equipment, Fixtures, Supplies and Signage.* This amount includes estimated expenses for purchasing furniture, fixtures, equipment and supplies necessary for commencing operation of the Franchised Business. The cost of purchasing fixtures, equipment and supplies may vary as a result of the characteristics of the Business site and price differences between suppliers. Generally, you will need to purchase or lease certain items of furniture and other equipment we designate, including but not limited to desks, chairs, and other furniture we specify. These fixtures may be included within your rental agreement to a certain extent. This estimate assumes that you will be renting a fully outfitted executive suite in a Class "B" or better commercial space for the operation of the Franchised Business.
- (7) *Insurance and Utility Deposits.* You must obtain the insurance coverages that we require. If you elect to lease space for your Business, your landlord may require additional types of insurance or higher minimum levels of coverage, which may increase your costs for insurance. If you are a new customer of your local utilities, you will generally have to pay deposits with local utilities for services such as electric, telephone, gas and water.
- (8) *Required Computer System.* You must purchase the computer hardware items and components we specify, which include, but are not limited to, two laptop computers, additional monitors for each laptop computer, a telephone system, scanner, fax machine, and other ancillary computer hardware.

- (9) *Miscellaneous Pre-Opening Expenses.* This range accounts for any additional furniture, office supplies, and/or other equipment you may require in operating your Franchised Business during its first three (3) months of operation.
- (10) *Professional Fees.* You will need to engage an attorney, an accountant and other consultants to assist you in establishing your Business. These fees may vary from location to location depending upon the prevailing rate of attorneys', accountants', and consultants' fees.
- (11) *Additional Funds – 3 Months.* This category includes the estimated working capital, employee wages and benefits, marketing and promotion expenses, operating cash and other miscellaneous expenses that you incur before your Franchised Business opens and during the first 90 days that it is open and operating. We relied on our management team's experience in developing these figures. You should consult a business advisor to help you forecast the actual start-up expenses for your Franchised Business.
- (12) *Total.* This total is an estimate of your pre-opening initial investment and the expenses you will incur during the first three (3) months of Business operations. This total is based on our estimate of nationwide average costs and prevailing market conditions and our affiliate's experience in operating a similar business. You should review this amount carefully with a business advisor before deciding to purchase the franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting or operating your Franchised Business.

(B) AREA DEVELOPMENT AGREEMENT (3 Territories as Example)

If you sign an Area Development Agreement, you should review the above table of estimated initial investment expenses applicable to a Single-Territory Franchise Agreement, as well as the following table of fees:

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment Is to Be Made |
|---------------------------------------------------------------|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|--------------------------------------|
| Development Fee ² | \$120,000 | Lump sum, non-refundable | When you sign the Area Development Agreement | Company |
| Initial Investment for the First Business ³ | \$62,500 – \$103,500 | See Chart 7(A) above. The low range is equal to the low range of the total from Chart 7(A) minus the Initial Franchise Fee, and the high range is equal to the high range of the total from Chart 7(A) minus the Initial Franchise Fee. See Note 3. | | |
| Total Initial Investment | \$182,500 – \$223,500 | In addition to the Development Fee, you will incur initial investment expenses for the development and opening of each Territory you are obligated to open under the development schedule. The current estimated initial investment range for the development of a Territory is disclosed in the above tables and is subject to adjustment and increase in the future. | | |

Note 1. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.

Note 2. The Development Fee is described in greater detail in Item 5 of this FDD. You must pay a Development Fee equal to (i) \$87,500 for the right to operate a Franchised Business in two Territories; (ii) \$120,000 for the right to operate a Franchised Business in three (3) Territories; (iii) \$145,000 for the right to operate a Franchised Business in four (4) Territories; and (iv) \$162,500 for the right to operate a Franchised Business in five (5) Territories (the “Development Fee”).

Note 3. This estimated initial investment for each Territory you are obligated to develop under the Area Development Agreement is subject to change for future Territories, based on our then current offer at the time of sale, and costs associated with the types of expenditures listed in Chart 7(A) above.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a uniform image and uniform quality of products and services throughout the System, you must maintain and comply with our quality standards. We will provide you with our confidential operations manual (“Operations Manual”) and various bulletins and notices that will contain these standards. As we determine trends in the marketplace or develop new marketing techniques, technologies, products and services, we anticipate that we will develop and modify our standards as we consider appropriate and useful, and notify you through amendments to the Operations Manual, newsletters or other bulletins. You will operate the Franchised Business in strict compliance with the Operations Manual, as it may be reasonably changed by us from time to time. The Operations Manual must remain confidential and is our exclusive property. You will ensure that your copy of the Operations Manual is current and up to date, and will keep a copy of the Operations Manual in a safe and secure location. If there is a dispute relating to the contents of the Operations Manual, the master copy, which we maintain at our corporate headquarters, will control. We reserve the right to disclose updates to the Operations Manual via electronic means, including over our website or any intranet or extranet system established in connection with the System.

Location of your Franchised Business; Real Estate Lease

You must secure an Authorized Location for your Franchised Business that we consent to. We approve locations on a case by case basis, considering items such as size, appearance and other physical characteristics of the site, demographic characteristics, traffic patterns, competition from other businesses in the area and other commercial characteristics, such as rental obligations and other lease terms (including those that we require be in the lease). You may not sign a lease for the site until you provide us with a copy of the lease and allow us reasonable time to confirm that the lease contains certain mandated provisions, which will not exceed fifteen (15) days. We reserve the right to reject the lease if the lease does not contain these provisions. You are not required to purchase, lease or sublease the Business premises from us or our affiliate. You may operate your Franchised Business from a home office or other non-commercial location during its first twenty-four months of operation. When you lease commercial office space for the operation of your Franchised Business, we recommend that our franchisees rent an approximately 1,000 to 1,500 square foot fully outfitted executive suite in a Class “B” commercial space or better. If you commence operating your Franchised Business from a home office, when you transition into your permanent space you must outfit such space in accordance with our standards and specifications.

Fixtures, Equipment, Furniture & Signs

You must construct and develop your Franchised Business consistent with our specifications and standards. We or our designated supplier will furnish to you prototypical plans and specifications for your Franchised Business, including requirements for interior and exterior materials, decor, fixtures, equipment, furniture and signs. You must submit construction plans and specifications to us for our approval before

you begin construction of your Franchised Business, and you must submit all revised plans and specifications to us during the course of construction. You must ensure that the plans and specifications comply with the Americans with Disabilities Act and all other applicable federal, state and local laws, ordinances, building code and permit requirements and lease requirements and restrictions. In developing and operating your Business, you may purchase only the types of construction and decorating materials, fixtures, equipment, furniture and signs that we require and have approved as meeting our specifications and standards for quality, design, appearance, function and performance. You must purchase these items from any supplier we designate or from any supplier who can satisfy our standards and specifications. We or one of our affiliates may be an approved supplier of one or more of these items.

Computer Hardware and Software

You must purchase a computer system (including the Proprietary Software System and computer hardware) that meets our standards and specifications (collectively, the “Computer System”). We may designate a third-party supplier or other approved suppliers (if any) from which you must obtain your Computer System. As of the date of this Disclosure Document, you must obtain the Proprietary Software System from us. While not currently required, in the future you may be required to enter into our or a third-party supplier’s standard form computer access or license agreement in connection with your use of the Proprietary Software System or other computer software.

Insurance

You must purchase and maintain for each Business you operate, at your expense, insurance coverage from our required supplier. The insurance policy must be written in accordance with the standards and specifications (including minimum coverage amounts) outlined in writing by us from time to time and, at a minimum, shall include the following: comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate; workers’ compensation with minimum limits of \$1,000,000 per accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee; employers liability coverage with minimum limits of \$1,000,000 per accident and \$1,000,000 aggregate; professional liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 per aggregate; employment practice liability with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate; excess liability with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate; non-owned and hired automobile liability with minimum coverage of \$1,000,000 per accident; commercial automobile liability for owned vehicles with minimum limits of \$1,000,000 per accident; third party crime coverage with minimum limits of \$100,000 aggregate; business interruption insurance and other insurance to meet statutory requirements. All insurance policies must insure us, you and any other person that we designate from all liability, damages or injury, and must meet all other requirements that we designate. If any lease or client contract requires higher limits than listed above, the lease or client contract will control, provided that such lease or client contract does not lower the amount from the amount listed above.

As noted above, we will serve as the employer of record for your Temporary Staffing Associates. Based on the information you provide to us, we will obtain and maintain during the term of the Franchise Agreement workers’ compensation insurance covering your Temporary Staffing Associates. You must reimburse us for all premiums, costs and expenses we incur in connection with providing this coverage. Additionally, you must reimburse us for any premium overages we are assessed in connection with the quarterly and/or yearly audit we and our insurance provider conduct relating to the workers’ compensation coverage provided for your Temporary Staffing Associates.

Advertising and Promotional Approval

You must use only our approved advertising and promotional materials in promoting the Franchised Business. If you develop your own advertising and promotional materials, you must obtain our prior consent to these materials prior to use.

Supplier and Product Approval

We will provide you with a list of approved manufacturers, suppliers and distributors (“Approved Suppliers List”) and approved inventory, products, fixtures, furniture, equipment, hardware, software, signs, supplies and other items or services necessary to operate your Franchised Business (“Approved Supplies List”). The Approved Suppliers List may list particular suppliers from which you must purchase certain supplies, equipment, materials, fixtures or other items for use in your Business. For example, as of the date of this Disclosure Document you must obtain the Proprietary Software System from us. Additionally, we will handle all Client invoicing, serve as the employer of record for all Temporary Staffing Associates, pay all Temporary Staffing Associates, and obtain and maintain workers’ compensation insurance coverage for all Temporary Staffing Associates. The Approved Suppliers List may include specific brands or types of furnishings, equipment, or accessories that you may buy from any source provided that the items conform to the standards and specifications for the System. For example, you must use the accounting software we designate. We, an affiliate or a third-party vendor or supplier periodically may be the only approved supplier for certain products or services. The lists specify the suppliers and the products and services which we have approved for use in the System. We may revise these lists and provide you with a copy of approved lists as we deem advisable. Currently, we do not charge a fee in connection with supplier approval, but we reserve the right to do so in the future.

If you want to use any unapproved material, fixture, equipment, furniture or sign, or purchase any items from any supplier that we have not approved, you must first notify us in writing and must submit to us, at our request, sufficient specifications, photographs, drawings or other information or samples for us to determine whether the services, material, fixture, equipment, furniture or signs comply with our specifications and standards, or the supplier meets our approved supplier criteria. We will notify you of our decision within thirty (30) days following our receipt of all information requested. We may inspect the facilities and products of any supplier or approved item and revoke our approval of any item or supplier which fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or supply. As part of the approval process, we may require that a proposed supplier sign a supplier agreement covering such items as insurance, product quality, trademark use, and indemnification. We do not provide material benefits to you based on your use of designated or approved sources.

We apply certain general criteria in approving a proposed supplier, including the supplier’s quality and pricing of products, ability to provide products/services that meet our specifications, responsiveness, ability to provide products/services within the parameters required by the System, quickness to market with new items, financial stability, credit program for franchisees, freight costs, and the ability to provide support to the System (merchandising, field assistance, education and training respecting sales and use of products and services).

Miscellaneous

We may negotiate prices for numerous products for the benefit of the System, but not for any individual franchisee. We do not currently have any purchasing or distribution cooperative in the System. We attempt to receive volume discounts for the System.

During our last fiscal year ending December 31, 2022, neither we nor our affiliates received any revenue as a result of franchisee purchases of goods, products and services from us or our affiliates, but we reserve the right to do so in the future.

We may derive revenue directly or in the form of rebates or other payments from suppliers, based directly or indirectly on a franchisee’s purchase of products or services. Although we currently do not receive rebates or other payments from suppliers, we reserve the right to receive rebates or other payments and estimate that this revenue will range between 0% to 5% or more of the total purchase price of those items. Additionally, our affiliate may receive products and/or services from approved suppliers at reduced rates.

Aside from our officers’ interest in us, our officers do not own a material interest in any supplier.

We estimate that the purchase or lease of equipment (including the Computer System hardware and software), signs, fixtures, furnishings, supplies, inventory and advertising and sales promotions materials which meet our specifications will represent approximately 70% to 90% of the total cost to develop the Franchised Business. We estimate that the purchase or lease of supplies, inventory and advertising and sales promotions materials which meet our specifications will represent approximately 40% to 60% of the total cost to operate your Franchised Business.

ITEM 9 FRANCHISEE’S OBLIGATIONS

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

| | Obligation | Section in Franchise Agreement | Section in Development Agreement | Disclosure Document Item |
|----|-----------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------|---------------------------------|
| a. | Site selection and acquisition/lease | Sections 2(A) and 4(A) of Franchise Agreement | Section 1, Exhibit A | Item 11 |
| b. | Pre-opening purchases/leases | Section 4 of Franchise Agreement | N/A | Items 7, 8 and 11 |
| c. | Site development and other pre-opening requirements | Section 4 of Franchise Agreement | Section 1, 5, Exhibit A | Item 5, 7, and 11 |
| d. | Initial and ongoing training | Sections 5 and 15(C) of Franchise Agreement | N/A | Items 7 and 11 |
| e. | Opening | Section 4(E) of Franchise Agreement | N/A | Items 5 and 11 |
| f. | Fees | Sections 2(D), 4(F), 9, 10(J), 11, 13(C) and 15(C) of Franchise Agreement | Section 2 | Items 5, 6 and 7 |
| g. | Compliance with standards and policies/ Operations Manual | Sections 4, 5(E) and 10 of Franchise Agreement | N/A | Items 11 and 16 |

| | Obligation | Section in Franchise Agreement | Section in Development Agreement | Disclosure Document Item |
|----|-----------------------------------------------------|---------------------------------------------------------------------|-----------------------------------------|---------------------------------|
| h. | Trademarks and proprietary information | Sections 1(M), 6 and 7 of Franchise Agreement | N/A | Items 13 and 14 |
| i. | Restriction on products/services offered | Section 2, 10(C) and 10 (E) of Franchise Agreement | N/A | Items 8 and 16 |
| j. | Warranty and customer service requirements | Sections 10(E), 10(F), and 10(G) of Franchise Agreement | N/A | Item 11 |
| k. | Territorial development and sales quotas | Sections 2(B), (C) and (D) of Franchise Agreement | Section 1, Exhibit A | Item 12 |
| l. | Ongoing product/service purchases | Sections 4 and 10 of Franchise Agreement | N/A | Items 8 and 11 |
| m. | Maintenance, appearance and remodeling requirements | Sections 3(B), 4(B), 4(C), and 10(A) and (B) of Franchise Agreement | N/A | Item 11 |
| n. | Insurance | Section 10(J) of Franchise Agreement | N/A | Items 6, 7 and 8 |
| o. | Advertising | Section 11 of Franchise Agreement | N/A | Items 6, 7 and 11 |
| p. | Indemnification | Section 8(B) of Franchise Agreement | N/A | None |
| q. | Owner's participation/management/ staffing | Sections 10(D) and (I) of Franchise Agreement | N/A | Items 11 and 15 |
| r. | Records/reports | Section 12 of Franchise Agreement | N/A | Item 6 |
| s. | Inspections/audits | Section 13 of Franchise Agreement | N/A | Item 6 |
| t. | Transfer | Section 15 of Franchise Agreement | Section 8 | Items 6 and 17 |
| u. | Renewal | Section 3(B) of Franchise Agreement | N/A | Items 6 and 17 |
| v. | Post-termination obligations | Sections 14 and 18 of Franchise Agreement | N/A | Item 17 |
| w. | Non-competition covenants | Sections 14 and 18(A) of Franchise Agreement | N/A | Item 17 |
| x. | Dispute resolution | Sections 19 and 20(D) and (E) of Franchise Agreement | Sections 11-19 | Item 17 |

**ITEM 10
FINANCING**

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

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

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

Pre-Opening Assistance. Before you open your Franchised Business, we will:

- (1) Provide assistance in your evaluation and selection of an Authorized Location for the Franchised Business and consent to the Authorized Location (Franchise Agreement – Section 4(A)).
- (2) Provide you with prototype plans and specifications for your Franchised Business, including those for dimensions, interior design and layout, building materials, fixtures, equipment, furniture, signs and décor (Franchise Agreement – Section 4(B)).
- (3) Provide the initial training program described below (Franchise Agreement – Section 5(A)).
- (4) Provide to you access to the confidential Operations Manual, which currently consists of 12 online modules. You must keep the Operations Manual confidential and discontinue using it when the Franchise Agreement terminates (Franchise Agreement – Section 5(E)).
- (5) Provide you with a list of our Approved Products and Approved Suppliers (Franchise Agreement – Section 4(C)).

Ongoing Assistance. During the operation of your Franchised Business, we will:

- (1) Provide you with the services of one of our employees for a period of up to four (4) days to assist in the opening and initial operation of the Franchised Business (Franchise Agreement – Section 5(B)).
- (2) Provide advisory services relating to the Franchised Business' operations, including services offered for sale, marketing assistance and sales promotion programs, and operating, administrative and general operating procedures (Franchise Agreement – Section 5(C)).
- (3) Periodically provide you with updated and revised materials for the Operations Manual (Franchise Agreement – Sections 5(C) and (E)).
- (4) Handle all Client invoicing, serve as the employer of record for all Temporary Staffing Associates, pay all Temporary Staffing Associates and obtain and maintain workers' compensation insurance coverage for all Temporary Staffing Associates (Franchise Agreement – Section 5(C)).
- (5) Operate the Brand Fund (Franchise Agreement – Section 11(A)).

Advertising Programs. We establish and conduct various advertising programs as follows:

Brand Fund

We may establish a Brand Fund (the “Brand Fund”) to promote every System business. Once established, you will pay us a brand fund contribution (the “Brand Fund Contribution”) in the amount of one percent (1%) of Gross Margin generated by your Franchised Business. The Brand Fund Contribution is due and payable on the 20th day of each month and is payable by deduction from Franchisee Share or such other form of payment that we require. We will deposit the Brand Fund Contribution in the Brand Fund that we manage through a separate account. We will use contributions to the Brand Fund, in our sole discretion, to develop, produce and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote, in our sole judgment, the products and services offered by the System. We have the sole right to determine contributions and expenditures of the Brand Fund, or any other advertising program, and the sole authority to determine, without limitation, the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend the Brand Fund’s contributions in the general best interests of the System on a national or regional basis. Nevertheless, you acknowledge that not all System franchisees will benefit directly or on a pro rata basis from the Brand Fund’s expenditures. We may use the Brand Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of: (i) preparing and producing television, radio, online, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; (ii) public relations activities and advertising agencies; (iii) developing and maintaining an Internet website and other digital promotional activities; (iv) the cost of holding a convention, and personnel and other departmental costs for advertising that we internally administer or prepare; and (v) the salary earned, and expenses incurred, by any national sales executive hired by us to obtain National Accounts on behalf of the System. While we do not anticipate that any part of the Brand Fund’s contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Brand Fund’s contributions for public relations or recognition of the System brand and for the creation and maintenance of a web site, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating “Franchises Available.” Sales materials, if developed, may be sold to franchisees at a reasonable cost.

We may periodically assist franchisees in maintaining high quality standards by conducting customer surveys, customer interviews, and other similar initiatives (“Surveys”). The cost of such programs will be paid from the Brand Fund. The cost of these programs may be charged directly to you if your results from a Survey fall below System-established minimum standards for such Surveys. We have the right to reimburse ourselves from the Brand Fund contributions for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Fund.

We are not required to spend any particular amount on marketing, advertising or production in the area in which your Business is located. Brand Fund Contributions not spent in any fiscal year will be carried over for future use. We may make loans to the Brand Fund bearing reasonable interest to cover any deficit of the Brand Fund and cause the Brand Fund to invest in a surplus for future use by the Brand Fund. The interest rate will not exceed the prime interest rate at the time the loan is granted. Brand Fund contributions will not be used for advertising principally directed at the sale of franchises. Within ninety (90) days of your written request, we will provide you with an annual unaudited statement of the receipts and disbursements of the Brand Fund for the most recent calendar year.

During the fiscal year ending December 31, 2022, we did not collect or expend any Brand Fund contributions.

Advertising Council

We do not have an advertising council composed of franchisees that advise us on advertising policies but reserve the right to form one in the future. We have the right to require that a purchasing and distribution cooperative, an advertising cooperative, and/or a franchisee advisory council be formed, changed, dissolved, or merged and to establish the bylaws and other rules under which such groups will operate.

Advertising Materials

You may develop advertising materials for your own use, at your own cost, if your materials are factually correct, accurately depict the Trademarks, and communicate the brand position and character that we have established for System Businesses. If you develop advertisement materials, you must provide a copy of the materials to us for our review and approval (in writing) before you use the advertising materials. If we do not respond within fifteen (15) days from the date we receive your proposed materials, the materials are deemed disapproved. If we later determine that your marketing materials do not satisfy our then-current advertising and promotional standards, you immediately must cease using those materials upon written notice from us. In addition, you must comply with all social media policies we require, as described in the Operations Manual.

Local Advertising Requirement

You must spend a minimum of 0.5% of your Gross Margin per Franchised Business per month on “approved” local advertising and promotional activities in your local geographic area. Business advertising and promotional activities are “approved” if they are included in our recommended media plan for the Business, if any, and otherwise satisfy our requirements (described above). Amounts spent on unapproved advertising activities will not qualify in determining whether you have satisfied this minimum expense requirement. If you do not spend the minimum amount required for local Business advertising and public relations activities, you must pay us the amount of the difference for deposit in the Fund. You will not be required to spend more on local advertising if you purchase multiple Territories.

Advertising Cooperative

While we currently have not established any regional advertising cooperatives, we reserve the right to do so in the future and you may participate in and contribute to any local or regional advertising cooperative (the “Cooperative”) established in the area where your Business is located. We or a majority of franchisees (with our approval) may form a local or regional advertising Cooperative in your area. If a Cooperative is established, you may contribute an amount determined by the Cooperative or equal to the amount of your local advertising and promotional activities. The Cooperative will use contributions to fund local and regional advertising and promotional campaigns and activities that we recommend or approve for use by the Cooperative. In the future, we may establish advertising campaigns and activities that the Cooperative must use. Contributions to the Cooperative are credited to your local advertising obligation described above. Each Cooperative must adopt written governing documents. Each Cooperative will determine its own voting procedures so long as those procedures are consistent with the general operating rules we have established. Members of the Cooperative and their elected officials are responsible for administering the local Cooperative. We recommend, but do not require, that each Cooperative prepare annual financial statements and make those financial statements available to all franchisees in the Cooperative. We have the power to establish advertising cooperatives and the rules under which regional and local advertising cooperatives will operate.

Computer System. You must use in your Franchised Business the Computer System and all existing or future communication or data storage systems that we have selected for use in System businesses. We periodically may update or change the Computer System in response to business, operations, marketing conditions, or changes in technology. We shall have the right, but not the obligation, to develop or designate: (i) computer software programs, which may be proprietary, that you must use in connection with the operation of the Franchised Business as part of the Proprietary Software System, which you shall install at your own expense; (ii) updates, supplements, modifications, or enhancements to the Proprietary Software System, which you shall install at your own expense; (iii) the tangible media upon which you record data; and (iv) the database file structure of the Computer System. Any Proprietary Software System you are required to use will be deemed our proprietary material and the information collected therefrom will be deemed our Confidential Information.

Currently, the Franchised Business will be required to purchase, amongst other items: (i) two laptop computers, (ii) at least one (1) additional monitor per computer, (iii) docking stations, and (iv) an “all-in-one” printer/scanner/fax machine. You may be required to purchase upgrades or updates to the Proprietary Software System and there are no contractual limitations on the frequency and cost of this requirement, other than the requirement that the fee be reasonable in light of costs incurred to provide these services. You will pay us a monthly user fee for access to the Proprietary Software System (currently \$450 to \$600 per month per user). Additionally, you must use our designated accounting software and our designated bookkeeping supplier. You must incorporate any upgrades and updates to the Computer System.

We have independent access to all of your operational and financial information and data (collectively, the “Customer Data”), produced by or otherwise located on your Computer System. We own the Customer Data that is stored on the Computer System, and you assign your rights in the Customer Data to us. We periodically will establish policies respecting the use of the Customer Data. You will have at the Franchised Business Internet access with a form of high-speed connection as we require. You will use an email address we designate or approve for communication with us. You hereby expressly agree that all data that you input into your Computer System, or that we input on your behalf and at your direction, including all financial or rate information concerning agreements with Clients shall be true and accurate to the best of your knowledge. We may require that your Computer System be programmed to automatically transmit data and reports about the operation of the Franchised Business to us. We shall also have the right to, at any time without notice, electronically connect with your Computer System to monitor or retrieve data stored on the Computer System or for any other purpose we deem necessary. There are no contractual limitations on our right to access the information and data on your Computer System, including the Customer Data.

You are required to participate in any System-wide computer network, intranet system or extranet system that we implement and may be required by us to use the computer network, intranet system or extranet system to, among other things: (i) view and print updates to or portions of the Operations Manual; (ii) download approved local advertising materials; (iii) communicate with us and other System franchisees; and (iv) complete training. You agree to use the facilities of any such area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual, including those related to the encryption of Confidential Information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

Site Selection. If you already have a potential site for a Franchised Business, you may propose the location to us. We may consent to the site after we have independently evaluated it. The site for the Franchised Business will be identified in Exhibit A to the Franchise Agreement. If you do not have a proposed site when the Franchise Agreement is signed, you will sign Alternative Exhibit A to the Franchise Agreement and will have thirty (30) days following the date of the Franchise Agreement to identify a site for your Franchised Business acceptable to us. We will provide you with our general site selection and

evaluation criteria. You are solely responsible, however, for locating and obtaining a site which meets our standards and criteria and that is acceptable to us.

You must submit to us a complete site report (containing information that we may reasonably require) for the proposed Franchised Business site. The general site and evaluation criteria which you should consider include demographic characteristics of the proposed location, traffic patterns, parking, the predominant character of the neighborhood, the proximity to other businesses (including other System businesses), and other commercial characteristics, and the proposed location, size of premises, appearance, and other physical characteristics. We will notify you in writing within fourteen (14) days after we receive your complete site report and other materials we request whether the proposed site satisfies our site selection criteria. Our review of a site for the Franchised Business does not represent any recommendation or guaranty as to the success of the proposed site.

Development Time. The typical length of time between our acceptance of the Franchise Agreement and the opening of your Franchised Business varies from 75 to 90 days. This period may be longer or shorter, depending on the time of year, availability of financing, local construction delays, how soon you can complete training to our satisfaction or other factors. You must complete development and open your Franchised Business by (i) the date that we and you agree as stated in Exhibit A to the Franchise Agreement, or (ii) within 120 days of the execution of the Franchise Agreement. If you fail to open your Business by the agreed upon date or within 120 days of the execution of the Franchise Agreement, we reserve the right to put you in default under the Franchise Agreement, however our current policy is to extend the timeline for a reasonable period of time if you are making a good faith effort to commence operations.

Training. Before the opening of the Franchised Business, after all pre-check items are complete and after you sign a lease for the premises, we will provide, and you (or if you are an entity, a Principal Owner who has been approved by us), and the Branch Manager of the Franchised Business along with the Salesperson and Recruiter, must attend an initial training program on the operation of the Franchised Business. Your Business should be operational immediately following training. The initial training program will be held remotely and will last for up to two (2) weeks.

You may not open your Franchised Business until you (if a franchisee is an entity, a Principal Owner) and/or the Branch Manager, Salesperson and Recruiter successfully complete the initial training program to our satisfaction. We reserve the right to modify the initial training program depending on your background, expertise and experience. The initial training program consists of the following:

INITIAL TRAINING PROGRAM

| Subject ⁽¹⁾⁽²⁾ | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|---------------------------|-----------------------------|------------------------------|------------------------------------------------------|
| Leadership and Management | 4 | 2 | Delivered though our LMS and online learning library |
| Culture | 4 | 2 | Delivered though our LMS and online learning library |
| Use of Our Technologies | 4 | 2 | Delivered though our LMS and online learning library |

| Subject ⁽¹⁾⁽²⁾ | Hours of Classroom Training | Hours of On-the-Job Training | Location |
|----------------------------------|------------------------------------|-------------------------------------|------------------------------------------------------|
| Marketing | 12 | 6 | Delivered though our LMS and online learning library |
| Sales | 16 | 8 | Delivered though our LMS and online learning library |
| Recruiting | 16 | 8 | Delivered though our LMS and online learning library |
| Filling Gigs | 16 | 8 | Delivered though our LMS and online learning library |
| Long Term Client Care | 4 | 2 | Delivered though our LMS and online learning library |
| Long Term GW Care | 4 | 2 | Delivered though our LMS and online learning library |
| TOTALS | 80 | 40 | |

- (1) The instructional materials for each subject includes the Operations Manual and other materials we may later designate for use in connection with the Initial Training Program.
- (2) Our President, John-Reed McDonald, will be the primary supervisor for the entire Initial Training Program and the topics of instruction described in the Chart above. Mr. McDonald may also be one of the primary instructors for the Initial Training Program, although we reserve the right to substitute different instructors from time to time. Mr. McDonald has over 25 years of experience in connection with all of these subjects and other matters related to the staffing industry and has been with us or our affiliates for one (1) year. Matt Alvarez may also be one of the primary instructors for the Initial Training Program. Mr. Alvarez has four (4) years of experience with us or our affiliates and six (6) years of experience in the industry.
- (3) We reserve the right to delegate and share responsibilities in connection with the initial training program with others that have experience in the relevant subject matters and/or our company.
- (4) Prior to attending the initial training program, you must complete certain items for the Franchised Business, as further outlined in the Operations Manual.
- (5) We do not charge a fee for the Initial Training Program described above. You must attend the first available training session following your execution of the Franchise Agreement, unless we permit you to attend a later session. All trainees that you designate must attend the training course at the same time. You are, however, responsible for all travel and living expenses that you, your Branch Manager and any other people you bring to the initial training program incur while attending the initial training program.
- (6) Your other employees, if any, must be trained by you. All training related expenses for your additional personnel, including salaries during training, are your sole responsibility. We will provide you with training materials for you to use in training your personnel. Only our provided

training materials may be used by you in training your personnel. Updated training materials will be provided to you by us upon written request. All training materials provided to you by us will at all times remain our property, and you agree not to challenge our or our affiliates' title or rights in or to the training materials. You may not make any disclosure, duplication or other unauthorized use of any portion of the training materials.

- (7) We conduct the initial training program on an as-needed basis and are conducting an initial training program approximately once every few months.

Within seven (7) days following the opening of the Franchised Business we will provide you with the services of one of our employees for a period of up to four (4) days to assist you in the opening and initial operations of the Franchised Business.

In addition, we may require that you (or the Principal Owner of a franchisee that is an entity) and your Branch Manager as well as additional key personnel participate by Internet in supplemental and refresher training programs during the term of the Franchise Agreement. We may determine the time and place of this additional training and may charge you our then-current training fee for the training.

You must attend, at your expense, any annual franchise convention and/or conference we may hold or sponsor and all meetings relating to new services, operational procedures or programs, training, business management, sales or sales promotion or similar topics, including any system-wide teleconferences or web-conferences. We reserve the right to charge you a fee to attend any annual conferences, conventions, meetings, programs or other trainings we require. If you are not able to attend a meeting or convention, you must notify us prior to the meeting and must have a substitute person acceptable to us attend the meeting.

Operations Manual. During the term of the Franchise Agreement, we will loan to you one copy of, or allow electronic access to, our Operations Manual. The current table of contents of the Operations Manual is attached as Exhibit H and the Operations Manual currently consists of twelve (12) online modules and associated sub-modules.

ITEM 12 TERRITORY

Franchise Agreement

You will operate your Franchised Business only from the Authorized Location inside the Territory. The Authorized Location will be identified in Exhibit A to the Franchise Agreement. If you do not have an Authorized Location for your Franchised Business when you sign the Franchise Agreement, you will sign Alternative Exhibit A to the Franchise Agreement and will have thirty (30) days after the date of the Franchise Agreement to find a site for the Franchised Business (acceptable to us) within the designated geographic area. Once we approve the Authorized Location within the geographic area established in Alternative Exhibit A, we and you will then sign Exhibit A.

You will receive a "Territory" surrounding the Authorized Location of your Franchised Business. There is no minimum Territory that we award you under the Franchise Agreement. Typically, a Territory will include a population of between 50,000 to 100,000 people in the geographical area awarded. The minimum population of a Territory will be 50,000 people.

During the term of the Franchise Agreement and provided you are in compliance with the terms and conditions of the Franchise Agreement, we will not (i) modify the Territory without your written

permission, (ii) locate either a company-owned or franchised System business within the Territory, or (iii) establish a company-owned or another franchised business in the Territory under the Trademark or other trademarks that offers the same products and services as your Franchised Business, except for Merger/Acquisition Activity (as defined and described below). If at the time you sign the Franchise Agreement we are servicing a client located in the Territory, we will (unless this client is a National Account) continue servicing this client and will transfer this business to you upon your completion of training and other pre-opening requirements. We will not be required to pay you any compensation during this transition period. The license granted to you does not include: (i) any right to sell products or services from any location other than the Authorized Location, (ii) any right to sell products or services to any person or entity for resale or further distribution, except as we may designate in writing, or (iii) any right to exclude, control or impose conditions on our development of future franchised, company or affiliated owned System businesses at any time or at any location outside the Territory.

Area Development Agreement

If you are granted the right to develop multiple Franchised Businesses under our form of Area Development Agreement, then we will provide you with a development area (the “Development Area”) upon execution of the Area Development Agreement, which consists of the Territories for each Franchised Business you are granted the right to develop. The size of your Development Area will vary from other System developers based on the number of Franchised Businesses we grant you the right to develop and the location and demographics of each Territory within the Development Area. The boundaries of your Development Area may be described in terms of zip codes, streets, landmarks (both natural and man-made) or county lines, or otherwise delineated on a map attached to the Data Sheet in the Area Development Agreement. For so long as you remain in compliance with the terms of your Development Agreement, we will not grant to others any territorial rights within your Development Area.

Each Franchised Business you timely develop and commence operating under our then-current form of franchise agreement will be operated from an Authorized Location located within the Designated Territory for that Business. Under each franchise agreement that you enter into pursuant to the Area Development Agreement, we will approve of the Authorized Location of each Franchised Business and the then-current standards for locations and territories will apply.

Upon the occurrence of any one of the events described in the preceding paragraph, your territorial rights within the Development Area will terminate, except that each Franchised Business you have developed and are continuously operating as of the date of such occurrence will continue to enjoy the territorial rights within their respective Territories that were granted under the Franchise Agreement that you entered into for those Franchised Businesses.

You must comply with your development obligations under the Area Development Agreement, including your Development Schedule, in order to maintain your rights within the Development Area and each Territory. If you do not comply with you Development Schedule, we may terminate your Area Development Agreement and any further development rights you have under that agreement. Otherwise, we will not modify the size of your Development Area except by mutual written agreement signed by both parties.

Rights Reserved by Us

Except as expressly stated in the Franchise Agreement, you may market and serve only those Clients located in the Territory. You may not provide services outside the Territory, including services for companies located within the Territory, without our prior written approval. You may not, unless in connection with other System franchisees, engage in marketing or advertising that targets areas outside of

the Territory or make other representations to potential Clients that would lead them to believe that you have a location outside the Territory. Additionally, any Client requesting services to be provided in multiple areas outside the Territory must be approved by us prior to signing.

We and our affiliates retain all rights that are not expressly granted to you under the Franchise Agreement. Further, we may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, including you, and without granting you any rights therein:

1. establish and/or license others the right to establish franchised or company-owned System businesses at any location outside the Territory regardless of the proximity of such business to the Territory and use the Trademarks and System by ourselves or through our franchisees outside of your Territory;
2. merge with, acquire or become associated with (“Merger/Acquisition Activity”) any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the Proprietary Trademarks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Franchised Business, and which may be located anywhere inside or outside the Territory;
3. sell and distribute for ourselves and/or license others to sell and distribute through alternate channels of distribution, including the Internet, within and outside the Territory, products or services the same as or different from the products and services offered from your Business, and which are offered and distributed under marks the same as or different than the Trademarks;
4. advertise the System on the Internet (or any other existing or future form of electronic commerce) and to create, operate, maintain and modify, or discontinue the use of a website using the Trademarks;
5. enter into agreements with National Accounts; and
6. engage and license the right to engage in any other activities not expressly prohibited in the Franchise Agreement.

We are not required to pay you if we exercise any of the rights specified above inside the Territory.

National Accounts

Additionally, we or our affiliates have the right to sell and enter into agreements with National Accounts, both inside and outside the Territory. A National Account means any Client designated as such by us, based upon our sole determination that because the Client conducts its business at multiple locations and/or is deemed of strategic importance by us, the account, services and pricing of such Client must be negotiated and secured by us. Except as noted below, if a National Account requests temporary, temporary-to-hire, contract, contract-to-hire, and/or direct hire search services inside the Territory, we will offer to you the right to provide the services on the same terms and conditions as are in the contract negotiated by us and the National Account. Within three (3) days of us notifying you of the National Account business, you must confirm in writing your acceptance of the National Account business on the terms and conditions contained in the contract between us and the National Account. We will not be required to offer you the right to provide services to a National Account if, in our business judgment, we do not believe that you are able to provide the requested services to the National Account. If you fail to accept the National Account business within the timeframe noted above, we do not offer the National Account business to you, or if we or the National Account determine that you are not adequately servicing the National Account then we may:

(i) provide the services requested by the National Account inside the Territory, or (ii) contract with a third party, which may be another System franchisee or unrelated third party to provide the services requested by the National Account inside the Territory. We are not required to pay you any consideration or compensation if we or a third party provide services to a National Account inside the Territory.

If a National Account contacts you directly, you must refer the National Account to us. We will negotiate all contracts with National Accounts and you will not have any right to negotiate any contract or provide services to the National Account without our express written consent.

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

Minimum Gross Margin Requirement

After your first calendar year of operation after your Opening Date, the rights granted to you by the terms of the Franchise Agreement will be dependent on you achieving certain minimum Gross Margin requirements as outlined below (the “Minimum Gross Margin Requirement”):

| Time Period | Minimum Gross Margin Requirement |
|----------------------------------------------|-----------------------------------------|
| First full calendar year after Opening Date | \$100,000 |
| Second full calendar year after Opening Date | \$250,000 |
| Third full calendar year after Opening Date | \$400,000 |
| Fourth full calendar year after Opening Date | \$600,000 |

If you fail to meet the Minimum Gross Margin Requirement during any time period outlined above, then we may do any of the following: (i) reduce the size of the Territory; (ii) require to you obtain additional training; or (iii) if this is the second time you have failed to meet your annual requirement, terminate the Franchise Agreement. In connection with calculating your Minimum Gross Margin Requirement, we will include all amounts you generated during the applicable time period for all contract, contract-to-hire, temporary-to-hire, staffing, conversion fees, direct hire and other services you provide.

If you purchase the right to operate in multiple Territories, the Minimum Gross Margin Requirement will begin for each Territory the first full calendar year after you begin operating in that Territory. For example, if you purchase three Territories and open after January 1, 2024, the Minimum Gross Margin Requirement for the (a) first Territory will begin in 2025, (b) second Territory will begin in 2026, and (c) third Territory will begin in 2027.

You may relocate your Franchised Business only with our written consent. If we permit you to relocate your Franchised Business, you will need to build out the Franchised Business consistent with our then-current standards for new Franchised Businesses.

You must concentrate all advertising and other solicitation of customers inside your Territory unless you obtain our prior written consent.

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

Except as disclosed, neither we nor any affiliate operates, franchises, or has any current plans to operate or franchise any business selling the products and services authorized for sale at a Franchised Business under any other trademark or service mark.

**ITEM 13
TRADEMARKS**

We grant you the right to operate your Business under our then-current Proprietary Trademarks. You also may use our other Trademarks to operate your Business.

The following schedule lists only the principal Trademarks that you are licensed to use. We have filed all required affidavits and renewal registrations for the Licensed Mark listed below.

| Principal Trademarks | U.S. Registration or Serial No. | Registration Date | Principal/Supplemental Register |
|-----------------------------|----------------------------------------|--------------------------|----------------------------------------|
| GIGWORX | 5886662 | October 15, 2019 | Principal |

You acknowledge that you have no interest in or to the Trademarks and that your right to use the Trademarks is derived solely from the Franchise Agreement and is limited to the conduct of business in compliance with the Franchise Agreement and all applicable specifications, standards and operating procedures that we require during the term of the Franchise Agreement. You agree that your use of the Trademarks and any goodwill established exclusively benefits us and our affiliate, and that you receive no interest in any goodwill related to your use of the Trademarks or the System. You must not, at any time during the term of the Franchise Agreement or after your termination or expiration, engage in any conduct directly or indirectly that would infringe upon, harm or contest our or our affiliate’s rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative or other inappropriate manner in any media, including but not limited to print or electronic media, contest or assist any other person in contesting the validity or ownership of any of the Trademarks. Any and all goodwill arising from your use of the proprietary material will inure solely and exclusively to our benefit, and upon expiration or termination of the Franchise Agreement, no monetary amount will be assigned as attributable to any goodwill associated with your use of the System, the Trademarks, or any other proprietary material.

We have the right to periodically change the list of Trademarks. Your use of the Trademarks and any goodwill is to our exclusive benefit and you retain no rights in the Trademarks. You also retain no rights in the Trademarks when the Franchise Agreement expires or terminates. You are not permitted to make any changes or substitutions respecting the Trademarks unless we direct so in writing. You may not use any Trademark or portion of any Trademark as part of any corporate or any trade name, or any modified form or in the sale of any unauthorized product or service, or in any unauthorized manner unless we have expressly authorized such use in writing, and any unauthorized use thereof will constitute an infringement of our rights. You may not use any Trademark or portion of any Trademark on any website without our prior written approval. You may not use the Trademarks in connection with any other business activities that fall outside the scope of the Franchise Agreement. You will not use the Trademarks to incur any obligation or indebtedness on our behalf.

We retain 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 Trademarks. We or our affiliates currently maintain a website for the benefit of all company-owned and franchised businesses, but we reserve the right to discontinue the website in the future. You acknowledge that we are the lawful, rightful and sole owner of the Internet domain name www.gigworx.com and any other Internet domain names registered by us, and

unconditionally disclaim any ownership interest in those or any colorable similar Internet domain name. You agree not to establish a website or permit any other party to establish a website that relates in any manner to your Franchised Business or referring to the Trademarks or that contain words used in or similar to any the Trademarks or brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words, except as we may designate or approve in writing. You have the right to access our website and, as described further in the Operating Manual, we will provide one or more references or webpage(s) to your Franchised Business within our website.

There are currently no effective material determinations by the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceeding, or any pending material litigation, involving the Trademarks that are relevant to your use in any state. There are currently no agreements in effect that significantly limit our rights to use or license the use of any Trademarks in any manner material to the franchise.

You must promptly notify us of any suspected unauthorized use of the Trademarks and any Proprietary Software System we may now or hereafter designate for use in connection with the System, any challenge to the validity of the Trademarks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Trademarks, the Proprietary Software System, or the Operations Manual. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the proprietary material, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of our rights to the Trademarks or proprietary material or Trademarks. We will defend you against any third-party claim, suit, or demand arising out of your use of the Trademarks. If we, in our sole discretion, determine that you have used the Trademarks in accordance with the Franchise Agreement, we will bear the cost of such defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Trademarks in accordance with the Franchise Agreement, you will bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Trademarks, you will execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Trademarks in a manner inconsistent with the terms of the Franchise Agreement, we agree to reimburse you for your out-of-pocket costs in performing such acts. We are unaware of any infringing uses or superior rights that could materially affect your use of the Trademarks.

You cannot make any changes or substitutions to the Trademarks unless we so direct in writing. We reserve the right, in our business judgment, to modify or discontinue use of any Trademark, or to use one or more additional or substitute trademarks or service marks. If we determine that a trademark infringement action requires changes or substitutions to the Trademarks, you will make these changes or substitutions at your own expense. You must discontinue using all Trademarks which we have notified you, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at your sole cost and expense, must promptly begin using such additional, modified or substituted marks.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents, pending patent applications or copyrights currently registered that are material to the franchise. We do claim copyright ownership and protection for the Operations Manual and for certain other written materials we provide to assist you in operating your Franchised Business.

We own certain proprietary or confidential information relating to the operation of Businesses, including information in the Operations Manual (“Confidential Information”). “Confidential Information” means any trade secrets, information about the System, our Operations Manual and any other manuals or instructive materials provided by us, price lists, vendors, standards and specifications, Clients, Direct Hires or Temporary Staffing Associates acquisition methods and techniques, systems, methods, specifications, procedures, directions, audio/visual recordings, all software, advertising and publicity material, all information regarding our mode and methods of business and finances, and other methods, techniques and know-how concerning the operation of the Business which may be communicated to you or of which you may be apprised of by virtue of your operation of the Business. You further acknowledge and agree that all Clients, Direct Hires or Temporary Staffing Associates solicited by the Business belong to us, and certain compiled lists containing information about current and prospective Clients, Direct Hires or Temporary Staffing Associates including, (i) names and addresses, Customers, (ii) Clients, Direct Hires or Temporary Staffing Associates’ transaction history with the Business, and (iii) rates charged to Clients, Direct Hires or Temporary Staffing Associates, are owned solely by us and constitute our Confidential Information. You may divulge Confidential Information only to those of your employees as must have access to it in order to operate the Business. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by you. You must keep confidential during and after the term of the Franchise Agreement the Confidential Information. When your Franchise Agreement expires or terminates, you must return to us all Confidential Information and all other copyright material. You must notify us immediately if you learn of an unauthorized use of the Confidential Information. We are not obligated to take any action and we will have the sole right to decide the appropriate response to any unauthorized use of the Confidential Information. You must comply with all changes to the Operations Manual at your cost. We will own Business customer data that is located on the Computer System. We will periodically establish policies under which we or you may use this Business customer data.

You must fully and promptly disclose to us all ideas, concepts, methods, techniques, improvements, additions and Customer Data relating to the development and/or operation of an GIGWORX[®] business or the System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of the Business, or any advertising or promotion ideas related to the Business (collectively the “Improvements”) that you and/or your employees conceive or develop during the term of the Franchise Agreement. All such Improvements will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the Improvement. You agree that we have the perpetual right to use and authorize others to use the Improvements without any obligation to you for royalties or other fees.

You must require your Branch Manager and other key employees to execute covenants that they will maintain the confidentiality of the Confidential Information they receive in connection with their employment by you, prior to assisting in the operation of the Business. Such covenants will be in the form attached as Exhibit F to the Franchise Agreement.

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

The Franchised Business must at all times be under the direct supervision of a Branch Manager who we have approved and who has satisfactorily completed the initial training program. We strongly

recommend that you hire a third-party to serve as the Branch Manager, however, you may serve as the Branch Manager if we approve. If a third-party Branch Manager supervises the Franchised Business, you (or the Principal Owner) must remain active in overseeing Business operations. The Branch Manager does not have to own an interest in the franchisee entity.

The Branch Manager will be responsible for the day-to-day supervision of the Business and assumes his/her responsibilities on a full-time basis and may not engage in any other business or other activity that requires any significant management responsibility, time commitments, or otherwise may conflict with his/her obligations. Unless you receive our prior written consent, if you are an entity, you may not engage in, or work for, any business that offers staffing and/or recruiting services (“Competing Services”). In addition, the Principal Owner, Branch Manager, Salesperson(s) and Recruiter(s) must successfully complete our initial training program. You must employ a Branch Manager, Salesperson, and Recruiter to operate in the Territory prior to attendance at the initial training program.

If you own a single Territory, you will need to hire a branch manager for the System Business which can be you or a third party who has been approved by us (“Branch Manager”), a Salesperson, and a Recruiter. For each additional Territory you purchase under the Franchise Agreement, you must employ one (1) full-time Branch Manager (if you will remain the Branch Manager in your first Territory), one (1) full-time salesperson (“Salesperson”), and one (1) full-time recruiter (“Recruiter”) to operate in that Territory. Additionally, you must hire the Branch Manager (if applicable), Salesperson, and Recruiter prior to attendance at the initial training program and each person must attend, and complete to our satisfaction, the initial training program. For each additional Territory, you must hire additional groups of one (1) Salesperson and one (1) Recruiter, and each group must complete our initial training program no later than thirty (30) days following the first anniversary and each subsequent anniversary of your attendance at the initial training program until you have reached the cumulative number of Salespersons and Recruiters you are required to hire. For example, if you purchase three (3) Territories and you attend our initial training program on July 1, 2023, you must hire and train (a) one (1) Branch Manager (if you are not serving as Brand Manager), one (1) Salesperson and one (1) Recruiter prior to opening the first GIGWORX® Business, (b) one (1) additional Branch Manager (if you are and will remain Branch Manager at the first Business), one (1) additional Salesperson and one (1) additional Recruiter by July 30, 2024, and (c) an additional Branch Manager (if applicable), an additional Salesperson and an additional Recruiter by July 30, 2025.

Each individual who owns a 10% or greater interest in the franchisee entity is considered a “Principal Owner” and must sign the Guaranty and Assumption of Obligations attached as Exhibit C to the Franchise Agreement. These people agree to discharge all obligations of the franchisee entity to us under the Franchise Agreement and are bound by all of its provisions, including maintaining the confidentiality of Confidential Information described in Item 14 and complying with the non-compete covenants described in Item 17. In addition, your spouse (if applicable) and all of your employees at the Franchised Business, as well as all corporate officers and directors of a corporate franchisee entity (all partners in a partnership), must sign a written agreement to maintain the confidentiality of our Confidential Information described in Item 14 and comply with the non-compete covenants described in Item 17.

We reserve the right to run a background check on you, your principals (if applicable), Branch Manager, any Salespersons and any additional staff members as we deem necessary in our sole discretion during the term of the Franchise Agreement to ensure that you are complying with all laws and good business practices. Currently, it is also our practice to run a background check on you and your principals as part of the franchise application process.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer the Approved Services that we expressly approve through your Franchised Business and may only offer these services at the premises and in the manner prescribed in your Franchise Agreement and our Manuals. You may not use nor sell any products or services that do not meet our standards and specifications, unless approved in writing. We may supplement, revise and/or modify our Approved Services as we deem appropriate from time to time, as well as our System standards and specifications associated with the provision of these services. These changes will be outlined in our Manuals or otherwise in writing, and there are no contractual limitations on our right to make these types of changes. Your failure to offer and sell only approved products and services through the Franchised Business is grounds for default under the Franchise Agreement.

If we discontinue any Approved Service offered by your Franchised Business, then you must cease offering or selling such service within a reasonable time, or immediately upon written notice by us.

We may modify the conditions set forth above in the Manuals or otherwise in writing to our System franchisees, but we expect and intend to use the above conditions as primary criteria for evaluating any request to provide any non-approved or ancillary services we determine to associate with the System standards and specifications.

You may not use the premises of your Franchised Business for any other business purpose other than the operation of your Franchised Business.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

A. FRANCHISE AGREEMENT

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

| Provision | | Section in Franchise Agreement | Summary |
|------------------|----------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| a. | Length of the franchise term | Section 3 | Commences on the effective date of the Franchise Agreement and ends five (5) years after the effective date of the Franchise Agreement. |
| b. | Renewal or extension of the term | Section 3 | If you are in good standing, you can renew the Franchise Agreement for one (1) additional five (5) year term. |

| Provision | | Section in Franchise Agreement | Summary |
|-----------|-----------------------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| c. | Requirements for you to renew or extend | Section 3 | Provide advance notice, comply with current franchise agreement, complete any new/refresher training programs we designate, sign new agreement (which may contain materially different terms and conditions than your original Franchise Agreement; provided you will not be required to pay an Initial Franchise Fee), maintain possession of the Franchised Business, remodel, satisfy all minimum performance requirements, pay our then-current renewal fee, and sign a general release of claims. |
| d. | Termination by you | Section 17 | Not Applicable. |
| e. | Termination by us without cause | Not Applicable | Not Applicable. |
| f. | Termination by us with cause | Section 16 | We may terminate your Franchise Agreement upon your default and, in some instances, failure to cure. Termination is effective upon delivery of written notice, except as otherwise provided in the Franchise Agreement. |
| g. | “Cause” defined – curable defaults | Sections 16(C) and (D) | <p>The following are curable defaults under the Franchise Agreement, provided you cure the default within fifteen (15) days of our notice: (i) nonpayment of any sums due us, our affiliates or any of our System suppliers/vendors; (ii) your failure to immediately endorse and deliver to us any payments due us from any third party that are erroneously made to you; (iii) failure to commence operations in the prescribed time period; (iv) you fail to maintain the prescribed months, days or hours of operations at the Franchised Business; (v) if you, in our sole discretion, fail to personally supervise day-to-day operations of the Franchised Business (unless you have appointed a Branch Manager) or fail to employ a sufficient number of qualified, competent personnel as we prescribe; (vi) your failure to maintain the strict quality controls reasonably required by the Franchise Agreement and/or the Operations Manual; (vii) you conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Marks, or the products offered through the System; or (viii) you fail to procure or maintain any licenses, certification or permits necessary for the operation of the Franchised Business.</p> <p>We have the right to terminate the Franchise Agreement after providing notice and a thirty (30) day period to cure if you fail to perform or comply with any one or more of the terms or conditions of the Franchise Agreement or any ancillary agreements between you and us or our affiliates.</p> |

| | Section in Franchise Agreement | Summary |
|--------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>h. “Cause” defined – non-curable defaults</p> | <p>Sections 16(A) and (B)</p> | <p>The Franchise Agreement will automatically terminate without notice or opportunity to cure upon the occurrence of any of the following: (i) if you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Franchised Business; (ii) if proceedings are commenced to have you adjudicated bankrupt or seek your reorganization under any state or federal bankruptcy or insolvency law and such proceeding are not dismissed within sixty (60) days, or a trustee is appointed for you or the Business without your consent and the appointment is not vacated within sixty (60) days; or (iii) your attempt to make an unauthorized transfer of the Franchised Business in violation of Section 15 of the Franchise Agreement.</p> <p>We have the right to terminate the Franchise Agreement upon notice and without opportunity to cure upon the occurrence of any of the following defaults: (i) you or your principal(s) are convicted of, or plead guilty or no contest to, a felony or other offense, related to the operation of the Franchised Business or which we believe, in our sole discretion, is likely to have an adverse effect on our Trademarks or the goodwill associated therewith; (ii) you or your principal(s) commit any fraud or misrepresentation in the operation of the Franchised Business, including a misrepresentation (financial or otherwise) made in completing your franchise application; (iii) if you or your principals make any misrepresentation or omission in connection with your application, including but not limited to, any financial misrepresentation; (iv) you fail to complete initial training; (v) we send you two (2) or more written notices to cure in any twelve (12) month period; (vi) you or your principals materially breach any other agreement between you and us, or our affiliates, or threaten any such breach, and fail to cure such breach within any permitted period for cure; (vii) if you or your principals misuse the Trademarks or any Confidential Information; (viii) you violate the in-term restrictive covenant in the Franchise Agreement; (ix) if a levy of writ of attachment or execution or any other lien is placed against you or your principals or any of their assets and such lien is not</p> |

| | Provision | Section in Franchise Agreement | Summary |
|----|--------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | <p>released or bonded within thirty (30) days; (x) you or your principals become insolvent; (xi) you abandon the Franchised Business; (xii) you offer any unauthorized and unapproved products or services at or from the Franchised Business; (xiii) you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from an unapproved supplier or supplier which we have not approved; (xiv) you misuse the Proprietary Software System, currently in use or later developed; (xv) you fail to maintain the required insurance; (xvi) you fail, within fifteen (15) days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Franchised Business; (xvii) if government action is taken against you that results in any obligation upon us or is not in our best interests, is uneconomical or would result in us having an unintended relationship or obligation; (xviii) you fail to comply with the anti-terrorist provisions of the Franchise Agreement; (xix) you take, for personal use, any assets or property of the Franchised Business; (xx) there are insufficient funds in your bank account to cover a check or EFT payment to us two (2) or more times within any twelve (12) month period; (xxi) if you willfully and repeatedly deceive Clients, Direct Hires or Temporary Staffing Associates relative to the source, nature, or quality of services provided; (xxiii) you develop or use an unapproved website in connection with the Franchised Business; and (xxiv) you fail to comply with the minimum performance requirements on two (2) or more occasions.</p> |
| i. | Your obligations on termination/nonrenewal | Section 17 | <p>Cease immediately all operations under the Franchise Agreement, pay all amounts due us, stop using and return Operations Manual and other materials, assign to us the Franchised Business telephone number and telephone listing or (at our option) disconnect the telephone number, remove all signs and other materials containing any Trademarks, comply with obligations under the Proprietary Software System license/access agreements, cancel all fictitious or assumed name filings, cease using Confidential Information, comply with post-termination non-competition covenants, cease to use in advertising or in any other manner any methods, procedures, or techniques associated with the System, permit us to make final inspection of your books and records, execute from time to time any necessary documents to effectuate the intent of Section 17 of the Franchise Agreement.</p> |

| Provision | | Section in Franchise Agreement | Summary |
|-----------|-----------------------------------------------------|--------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| j. | Assignment of contract by us | Section 15(A) | We have the right to freely assign our rights under the franchise agreement. |
| k. | “Transfer” by you-defined | Section 15(C) | A sale, transfer or assignment will be deemed to occur: (i) if the franchisee entity is a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock or any increase in the number of outstanding shares of your voting stock which results in a change of ownership; (ii) if the franchisee entity is a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if the franchisee entity is a limited liability company, upon the assignment, sale, pledge or transfer or any interest in the limited liability company. |
| l. | Our approval of transfer by franchisee | Section 15(B), (C) and (D) | We have the right to approve all transfers of the Franchise Agreement. |
| m. | Conditions for our approval of transfer | Section 15(C) | New franchisee qualifies and completes training, all amounts owed us or our affiliates are paid, and you are in good standing, new franchisee assumes existing Agreement or (at our option) signs then-current franchise agreement, we approve transfer agreement and you provide us with a copy of the executed purchase agreement, transfer fee paid, lease assigned (if applicable), you sign non-compete agreement and general release, you must cure all existing defaults under the Franchise Agreement, new franchisee must obtain all permits and licenses to operate the Franchised Business, the transfer must be made in compliance with all local laws and regulations, the purchase price and terms are not so burdensome as to impair the ability of the new franchisee to operate the Franchised Business, you must request that we provide franchisee with a copy of our then-current franchise disclosure document, our approval will not constitute a waiver of any claims we have against you, we have the right to disclose the new franchisee with revenue information concerning the operation of your Franchised Business, and we may withhold our consent of any transfer as we deem appropriate. |
| n. | Our right of first refusal to acquire your business | Section 15(F) | We have the right, exercisable by written notice delivered to you or your principal owners within thirty (30) days following receipt of the proposed offer, to purchase the interest in the Franchised Business or your ownership interest for the price and on terms contained in the offer. We may substitute cash for any non-cash form of payment proposed in the offer and will have a minimum of sixty (60) days to prepare for closing. |

| Provision | | Section in Franchise Agreement | Summary |
|------------------|--------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| o. | Our option to purchase your business | Section 17 (B) | If the Franchise Agreement expires or is terminated for any reason, we have the option, upon thirty (30) days' written notice from the date of expiration or termination, to purchase from you all the tangible and intangible assets relating to the Franchised Business (excluding any unsalable inventory, cash, short-term investments and accounts receivable) (collectively, the "Purchased Assets") and to obtain an assignment of your lease for (i) the Franchised Business premises (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as your lease) and (ii) any other tangible leased assets used in operating the Franchised Business. |
| p. | Your death or disability | Section 15(D) | Franchise Agreement must be assigned by estate to an approved buyer within reasonable time not exceeding 180 days. |

| | Section in Franchise Agreement | Summary |
|----------------------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>q. Non-competition covenants during the term of the franchise</p> | <p>Section 14(B)</p> | <p>During the term of the Franchise Agreement, neither you, your officers, directors, principals, or Branch Manager, nor any member of the immediate family of you or your officers, directors, principals, or Branch Manager may, directly or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, maintain, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, lend money to, extend credit to, or assist any person or entity engaged in any business that provides staffing and/or recruiting services (“Competing Services”), except: (i) with our prior written consent; or (ii) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities. During the term of the Franchise Agreement, neither you, your officers, directors, principals, or Branch Manager, nor any member of the immediate family of you or your officers, directors, principals, or Branch Manager may, directly or indirectly: (i) divert or attempt to divert any business, account, Client, Direct Hire or Temporary Staffing Associate of the Business or of any other System businesses or the System to any competing business; (ii) employ or seek to employ any person employed by you or us, or any other person who is at that time operating or employed by or at any other System business, or otherwise directly or indirectly induce such persons to leave their employment; (iii) attempt to copy the Franchised Business in a way that uses the Confidential Information; (iv) perform any act injurious or prejudicial to the goodwill associated with us or the System; or (v) use any information regarding the Clients, Direct Hires or Temporary Staffing Associates for the direct or indirect purpose of providing Competing Services.</p> |

| | Provision | Section in Franchise Agreement | Summary |
|----|------------------------------------------------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| r. | Non-competition covenants after the franchise is terminated or expires | Sections 14(C) and 18(A) | For a period of twenty four (24) months thereafter, neither you, your officers, directors, principals, or Branch Manager, nor any member of the immediate family of you or your officers, directors, principals, or Branch Manager may, directly or indirectly: (i) divert or attempt to divert any business, account, Client, Direct Hire or Temporary Staffing Associate of the Business or of any other System businesses or the System to any competing business; (ii) employ or seek to employ any person employed by you or us, or any other person who is at that time operating or employed by or at any other System business, or otherwise directly or indirectly induce such persons to leave their employment; (iii) attempt to copy the Franchised Business in a way that uses the Confidential Information; (iv) perform any act injurious or prejudicial to the goodwill associated with us or the System; or (v) use any information regarding the Clients, Direct Hires or Temporary Staffing Associates for the direct or indirect purpose of providing Competing Services. For a period of twenty four (24) months after the Franchise Agreement expires or is terminated or the date on which you cease to conduct the business franchised under the Franchise Agreement, whichever is later, neither you, your officers, directors, principals, or Branch Manager, nor any member of the immediate family of you or your officers, directors, principals, or Branch Manager may, directly or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, maintain, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, lend money to, extend credit to, or assist any person or entity engaged in any business that provides Competing Services or any other related business that is competitive with or similar to a System business that is (i) located at the Authorized Location, (ii) within a twenty-five (25) mile radius of the Territory or the Territory of any other then-existing System Business; provided, however, this restriction will not apply to: (i) other System businesses that you operate under GIGWORX® franchise agreements; or (ii) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities. |

| Provision | | Section in Franchise Agreement | Summary |
|------------------|-------------------------------|---------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| s. | Modification of the agreement | Sections 6(E) and 19(D) | The Franchise Agreement may not be modified except by a written agreement that both of us sign; however, we can unilaterally modify or change our Operations Manuals and System, as we deem advisable in our sole discretion. |
| t. | Integration/merger clause | Section 19(K) | Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises outside of this Franchise Disclosure Document and/or Franchise Agreement may not be enforceable. |

| | Section in Franchise Agreement | Summary |
|----------------------------------------------------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>u. Dispute resolution by arbitration or mediation</p> | <p>Section 18</p> | <p>All claims arising under the Franchise Agreement must first be brought to our President and/or CEO to determine whether the dispute can be resolved by internal dispute resolution at our corporate headquarters.</p> <p>At our option, any disputes and claims that are not resolved by internal dispute resolution must, at our option, be submitted to non-binding mediation. The mediation will take place in Bozeman, Montana, under the auspices of the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether we or our affiliates elect to exercise the option to submit such claim or dispute to mediation. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either as the result of a written declaration: (i) of the mediator(s) that further mediation efforts are not worthwhile; or (ii) by us. Our right to mediation, as set forth herein, may be specifically enforced by us. Each party shall bear its own cost of mediation, except that we will share the mediator’s fees with you equally. This agreement to mediate will survive any termination or expiration of the Franchise Agreement. The parties shall not be required to first attempt to mediate a controversy, dispute, or claim through mediation if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Trademarks, the System, or in any Confidential Information; or (ii) any of the restrictive covenants contained in the Franchise Agreement.</p> |

| Provision | | Section in Franchise Agreement | Summary |
|-----------|-----------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| v. | Choice of forum | Section 18(D) | For those claims that are not subject to mediation, as well as those claims that are not resolved through mediation, litigation must only be brought in a competent court of general jurisdiction located in Bozeman, Montana, or, if appropriate, the United States District Court governing Bozeman, Montana (subject to state law). |
| w. | Choice of law | Section 18(A) | Montana law governs all claims arising out of the Franchise Agreement, except for those claims arising under the Lanham Act regarding our Trademarks or other claims specifically governed by federal law (subject to state law). |

B. DEVELOPMENT AGREEMENT

| | Provision | Section in Development Agreement | Summary |
|----|-----------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. | Term of franchise | 6.1 | The Development Agreement will commence on the Effective Date set forth in the Agreement and end on the earlier of (a) the last day of the calendar month that the final Franchised Business is required to be opened and operating under the Development Schedule or (b) the day that the final Franchised Business is opened. |
| b. | Renewal or extension of the term | Not Applicable | Not Applicable. |
| c. | Requirements for you to renew or extend | Not Applicable | Not Applicable. |
| d. | Termination by you | Not Applicable | Not Applicable. |
| e. | Termination by us without cause | Not Applicable | Not Applicable. |
| f. | Termination by us with cause | 6.2 | We may terminate your Development Agreement with cause. |
| g. | Cause defined - default which can be cured | Not Applicable | Not Applicable. |
| h. | Cause defined - default which cannot be cured | 6.2 | Your Development Agreement can be terminated by us if: (i) you cease to actively engage in development activities in the Development Area or otherwise abandon your development business for three (3) consecutive months, or any shorter period that indicates an intent by you to discontinue development of the Franchised Businesses within the Development Area; (ii) you become insolvent or are adjudicated bankrupt, or if any action is taken by Franchisee, or by others against you, under any insolvency, bankruptcy or reorganization act, or if you make an assignment for the benefit of creditors or a receiver is appointed by you; (iii) you fail to meet your |

| | Provision | Section in Development Agreement | Summary |
|----|------------------------------------------------------------------------|-----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | | development obligations under the Development Schedule for any single Development Period, and fail to cure such default within 30 days of receiving notice thereof; and (iv) any Franchise Agreement that is entered into in order to fulfill your development obligations under the Development Agreement is terminated or subject to termination by us, pursuant to the terms of that Franchise Agreement. |
| i. | Your obligations on termination/ non-renewal | Not Applicable | Not Applicable. |
| j. | Assignment of contract by us | 8 | We have the right to assign our rights under the Development Agreement. |
| k. | “Transfer” by you - definition | 8 | Any transfer in you (if you are an entity) or your rights/obligations under the Development Agreement. |
| l. | Our approval of transfer by franchisee | 8 | You may not transfer any rights or obligations under the Development Agreement without our prior written consent. |
| m. | Conditions for our approval of transfer | Not Applicable | Not Applicable. |
| n. | Our right of first refusal to acquire your business | Not Applicable | Not Applicable. |
| o. | Our option to purchase your business | Not Applicable | Not Applicable. |
| p. | Your death or disability | Not Applicable | Not Applicable. |
| q. | Non-competition covenants during the term of the franchise | Not Applicable | Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement. |
| r. | Non-competition covenants after the franchise is terminated or expires | Not Applicable | Nothing additional. Please see non-competition covenants set forth in your Franchise Agreement(s) entered into under the Development Agreement. |
| s. | Modification of the Franchise Agreement | 27 | Any modification of the Development Agreement must be in writing and signed by both parties. |
| t. | Integration/ merger clauses | 27 | Only the terms of the Development Agreement are binding (subject to state law). Any representations or promises made outside of the disclosure document and the Development Agreement may not be enforceable. |
| u. | Dispute resolution by mediation | 13 | At our option, all claims or disputes between you and us must be submitted first to mediation in Bozeman, Montana in accordance with the American Arbitration Association’s Commercial Mediation Rules then in effect and if mediation is not successful, then by litigation. |
| v. | Choice of forum | 15 | Subject to Sections 13 and 14 of the Development Agreement, all claims must be brought before a court of general jurisdiction nearest to Bozeman, Montana or the United States District Court for the District of Montana. |

| | Provision | Section in Development Agreement | Summary |
|----|------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------|
| | | | You consent to the personal jurisdiction and venue of these courts (subject to state law). |
| w. | Choice of law | 9 | The Development Agreement is governed by the laws of the State of Montana (subject to state law). |

**ITEM 18
PUBLIC FIGURES**

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

**ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS**

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

HISTORICAL FINANCIAL PERFORMANCE REPRESENTATION

As of the Issuance Date of this Disclosure Document, we had one (1) affiliate operating a business substantially similar to the Franchised Business and operating under the GigWorx trademark since August 2018. The Chart in this Item 19 discloses the Gross Revenue of our affiliate-owned business during the calendar years 2019 through June of 2023.

| Year | Gross Revenue |
|---------------------------|----------------------|
| 2019 | \$127,344 |
| 2020 | \$190,136 |
| 2021 | \$613,929 |
| 2022 | \$1,104,003 |
| 2023 (thru June 30, 2023) | \$794,614 |

ADDITIONAL NOTES:

- A. **Some outlets have earned this amount. Your individual results may differ. There is no assurance that you’ll earn as much.**
- B. **Definition of Gross Revenue.** “Gross Revenue” means the total revenue generated by the affiliate-owned business, including (i) all revenue generated from the sale and provision of Approved Services and

other activities offered and provided by the Franchised Business or otherwise at the Premises, and (ii) all proceeds from any business interruption insurance related to the non-operation of the affiliate-owned business, whether such revenues are evidenced by cash, check, credit, charge, account, barter or exchange. For purposes of this Item 19, "Gross Revenue" does not include (a) any sales tax and equivalent taxes paid by the affiliate-owned business to any governmental taxing authority, or (b) the value of any allowance issued or granted to any client of the business that was credited in good faith in full or partial satisfaction of the price of the Approved Services as part of a *bona fide* refund transaction.

C. You should develop your own business plan for your franchise, including capital budgets, financial statements, projections, pro forma financial statements and other elements appropriate to your particular circumstances. We encourage you to consult with your own accounting, business and legal advisors to assist you in preparing your business plan.

D. The information presented in this Item 19 does not reflect all of the operating expenses or other costs or expenses that must be deducted from the average total sales price or gross revenue to obtain net income or profit. For example, royalty fees and marketing expenses are not included. You should conduct an independent investigation of the costs and expenses you will incur in operating your Business. Franchisees or former franchisees listed in Exhibit D to this Disclosure Document may be one source of this information.

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

Other than the preceding financial performance representation, we do not make any financial performance representation. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting John-Reed McDonald at GigWorx Franchising, LLC, 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718, (406) 312-0452, the Federal Trade Commission, and the appropriate state regulatory agencies.

[Item 20 continues below]

**ITEM 20
OUTLETS AND FRANCHISEE INFORMATION**

**Table No. 1
Systemwide Outlet Summary
For Years 2020 to 2022**

| Outlet Type | Year | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change |
|----------------------|-------------|-----------------------------------------|---------------------------------------|-------------------|
| Franchised | 2020 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 |
| Company-Owned | 2020 | 1 | 1 | 0 |
| | 2021 | 1 | 1 | 0 |
| | 2022 | 1 | 1 | 0 |
| Total Outlets | 2020 | 1 | 1 | 0 |
| | 2021 | 1 | 1 | 0 |
| | 2022 | 1 | 1 | 0 |

**Table No. 2
Transfers of Outlets From Franchisee to New Owners (Other than the Franchisor)
For Years 2020 to 2022**

| State | Year | Number of Transfers |
|--------------|-------------|----------------------------|
| TOTAL | 2020 | 0 |
| | 2021 | 0 |
| | 2022 | 0 |

**Table No. 3
Status of Franchised Outlets
For Years 2020 to 2022**

| State | Year | Outlets at the Start of the Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations/ Other Reasons | Outlets at the End of the Year |
|--------------|-------------|-----------------------------------------|-----------------------|---------------------|---------------------|---------------------------------|-----------------------------------------|---------------------------------------|
| TOTAL | 2020 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2021 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2022 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Table No. 4
Status of Company-Owned Outlets
For Years 2020 to 2022

| State | Year | Outlets at Start of Year | Outlets Opened | Outlets Reacquired from Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year |
|----------------|-------------|--------------------------|----------------|-------------------------------------|----------------|-----------------------------|----------------------------|
| Montana | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |
| Total | 2020 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2021 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2022 | 1 | 0 | 0 | 0 | 0 | 1 |

Table No. 5
Projected Openings
As of December 31, 2022

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets in the Next Fiscal Year | Projected New Company-Owned Outlets in the Next Fiscal Year |
|--------------|---------------------------------------------------|----------------------------------------------------------|-------------------------------------------------------------|
| TOTAL | 0 | 0 | 0 |

The names and addresses and telephone numbers of the Franchised Businesses are included in Exhibit C. As of the date of this disclosure document, no franchisee has had a franchise terminated, canceled, not renewed, otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement, or has not communicated with us within ten (10) weeks of the issuance date of this disclosure document. If you buy a GIGWORX® franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three (3) fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing with you their experiences as a franchisee in our franchise system.

We are not aware of any trademark-specific franchisee associations.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit A is our audited opening day balance sheet as of August 18, 2023. Because we were formed in 2023, we cannot independently provide all the financial statements required. Our fiscal year end is December 31st of each year.

ITEM 22 CONTRACTS

The Franchise Agreement (including the Electronic Transfer of Funds form and Personal Guaranty) is attached as Exhibit B. The Area Development Agreement is attached as Exhibit C. The State Addenda are attached as Exhibit E. A general release form is attached as Exhibit F.

ITEM 23 RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document are included at the end of this Disclosure Document (Exhibit I). You should keep one copy as your file copy and return the second copy to us.

EXHIBIT A
FINANCIAL STATEMENTS



250 W. Old Wilson Bridge Rd.
Suite 300
Worthington, OH 43085

FINANCIAL STATEMENTS
August 18, 2023

GIGWORX FRANCHISING, LLC
102 Eagle Fjord Road, Unit B
Bozeman, Montana 59718

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250 W.Old Wilson Bridge Rd.
#300
Worthington, OH 43085

Phone: 614-396-4200
Fax: 614-396-4210
Web: www.whalencpa.com

INDEPENDENT AUDITOR'S REPORT

To the Shareholders
GigWorx Franchising, LLC
Bozeman, Montana 59718

Opinion

We have audited the accompanying balance sheet of GigWorx Franchising, LLC (a Delaware limited liability company) as of August 18, 2023, and the related notes to the financial statement.

In our opinion, the balance sheet referred to above presents fairly, in all material respects, the financial position of GigWorx Franchising, LLC as of August 18, 2023, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statement

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

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

Auditor's Responsibilities for the Audit of the Financial Statement

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

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

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

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

A handwritten signature in cursive script that reads "J. Whalen CPAs".

Whalen CPAs
Worthington, Ohio
September 6, 2023

GigWorx Franchising, LLC
BALANCE SHEET
As of August 18, 2023

ASSETS

CURRENT ASSETS

| | |
|------|-------------------|
| Cash | <u>\$ 100,000</u> |
|------|-------------------|

| | |
|---------------------|-----------------------|
| TOTAL ASSETS | <u><u>100,000</u></u> |
|---------------------|-----------------------|

LIABILITIES AND SHAREHOLDER'S EQUITY

LONG TERM LIABILITIES

| | |
|----------------------------|----------------|
| Related party note payable | <u>100,000</u> |
|----------------------------|----------------|

| | |
|---------------------------------------------------|--------------------------|
| TOTAL LIABILITIES AND SHAREHOLDER'S EQUITY | <u><u>\$ 100,000</u></u> |
|---------------------------------------------------|--------------------------|

See accompanying notes and independent auditor's report.

GIGWORX FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
August 18, 2023

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Nature of Operations

Formed on May 22, 2023, GigWorx Franchising, LLC (the Company) is a Delaware limited liability company with principal business operations occurring in Bozeman, Montana. The Company has not commenced planned principal operations, but plans to offer franchisees the opportunity to own and operate a recruiting and staffing business that provide, among other services, contract, contract-to-hire, temporary, temporary-to-hire, direct hire, and other staffing and talent acquisition services, through systems and processes offered by the Company and its preferred vendors.

The Company's financial reporting period is December 31, however, the balance sheet presented is prepared as of August 18, 2023.

Basis of Accounting

The financial statement of the Company has been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America.

Franchise Arrangements

The Company's franchise arrangements generally include a license which provides for payments of initial fees as well as continuing royalties to the Company based upon a percentage of sales. Under this arrangement, franchisees are granted the right to operate a GigWorx Franchising, LLC franchise, for a specified number of years.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the management of the Company to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

Income Taxes

The Company, with the consent of its stockholders, has elected under the Internal Revenue Code to be an S corporation. Under those provisions, the Company does not pay federal corporation income taxes. Instead, the stockholders are taxed on their proportionate share of the Company's taxable income. The Company continues to be subject to local income taxes.

The Company follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which provides guidance on accounting for uncertainty in income taxes recognized in the Company's financial statements. The guidance prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return and also provides guidance on de-recognition, classification, interest and penalties, accounting in interim periods, disclosure and transition. As of August 18, 2023, the Company had no uncertain tax positions that require either recognition or disclosure in the Company's financial statements. Generally, the tax years since inception are still subject to examination by federal or state authorities.

Revenue Recognition

The Company follows Accounting Standards Update (ASU) 2014-09, "Revenue from Contracts with Customers (Topic 606)". The standard prescribes a single model for revenue recognition, with a set of principles to be used for determining when revenue should be recognized. The transaction price attributable to performance obligations will be recognized as the performance obligations are satisfied. The portion of the franchise fee, if any, that is not attributable to a distinct performance obligation will be amortized over the life of the related franchise agreements. Incremental direct costs incurred to secure the contract, including commissions, will be amortized over the life of the franchise agreement. As of the period ended August 18, 2023, no revenue had been recognized by the Company.

GIGWORX FRANCHISING, LLC
NOTES TO THE FINANCIAL STATEMENTS
August 18, 2023

NOTE 2 - RELATED PARTY TRANSACTIONS

In August 2023, an affiliate of the Company advanced funds to the Company bearing interest at Prime plus 1% (9.25% as of August 18, 2023). The note is due in full in January 2028. The total amount due to the affiliate as of August 18, 2023 was \$100,000.

NOTE 3 - CONCENTRATIONS OF CREDIT RISK

During the period ended August 18, 2023, the Company maintained deposits in financial institutions that did not exceeded Federal Deposit Insurance Corporation (FDIC) limits. The Company did not experience any loss, material or otherwise, due to this concentration.

NOTE 4 - SUBSEQUENT EVENTS

Management evaluated subsequent events through September 6, 2023, the date at which the financial statement was available to be issued.

EXHIBIT B
FRANCHISE AGREEMENT

**GIGWORX FRANCHISING, LLC
FRANCHISE AGREEMENT**

FRANCHISEE

DATE OF AGREEMENT

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EXHIBITS

A – AUTHORIZED LOCATION AND TERRITORY

ALTERNATIVE EXHIBIT A

B – ELECTRONIC TRANSFER OF FUNDS FORM

C – GUARANTY AND ASSUMPTION OF OBLIGATIONS

D – CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS

E-1 – CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT FOR EMPLOYEES AND BRANCH MANAGER

E-2 – CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT FOR SPOUSES

GIGWORX® FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__ (the “Effective Date”), between GigWorx Franchising, LLC, a Delaware limited liability company, with a principal place of business at 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718 (“we” or “us”), and _____, a _____ formed and operating under the laws of the State of _____, or _____, an individual, with a principal place of business at _____ (“you”).

INTRODUCTION

A. We have developed a unique system for opening and operating a recruiting and staffing business that provides, among other services, contract, contract-to-hire, temporary, temporary-to-hire, direct hire, executive search placement and other staffing and talent acquisition services.

B. Our affiliate owns the GIGWORX® trademarks, and other related trademarks and service marks used in operating the System and has granted us the right to license those trademarks and service marks to third parties.

C. You desire to obtain the right to develop and operate a GIGWORX® business using the System at a specific location.

D. We have agreed to grant to you, the right to develop and operate a GIGWORX® business subject to the terms and conditions of this Agreement.

AGREEMENTS

In consideration of the mutual covenants and agreements stated below, the parties agree as follows:

1. DEFINITIONS

A. “Authorized Deductions” means the amounts that we take off of your top line Gross Revenue and includes (a) the total cost of payroll fees/labor (including social security and unemployment insurance), (b) Social Security and Medicare taxes, as applicable (c) federal, state and municipal taxes, as applicable, (d) our Brand Fund Contribution, (e) workers’ compensation and health insurance costs (see next paragraph for more information on the exact amount), and (f) any other applicable fees due to us for the prior week period in which sales were made. Any commissions we deduct as part of the Authorized Deductions will be paid by you at cost and we will not mark-up any portion of the commissions for our benefit. We will pay the commissions on your behalf to any employee of a corporate-owned or franchisee-owned Business who is due such commission based on the Gross Revenue of your Franchised Business.

B. “Business” means the recruiting and staffing business you develop and operate under the GIGWORX® Trademarks pursuant to the terms and conditions of this Agreement. The Business will offer administrative, general office, professional and healthcare personnel recruiting and staffing services including contract, contact-to-hire, temporary, temporary-to-hire, direct hire, executive search placement and other staffing and talent acquisition services. Unless you obtain our prior written consent, the Business will not offer recruiting and staffing services for placing light industrial or hospitality industry personnel.

C. “Confidential Information” means any trade secrets, information about the System, our Operations Manual and any other manuals or instructive materials provided by us, price lists, vendors,

standards and specifications, Customer acquisition methods and techniques, systems, methods, specifications, procedures, directions, audio/visual recordings, all software, advertising and publicity material, all information regarding our mode and methods of business and finances, and other methods, techniques and know-how concerning the operation of the Business which may be communicated to you or of which you may be apprised of by virtue of your operation of the Business. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by you.

D. “Client” means an entity or individual that enters into an executive search and placement or staffing contract with you.

E. “Direct Hire(s)” means any individual(s) that you place with a Client who is considered an employee of the Client and is paid directly by the Client.

F. “Gross Revenue” means the aggregate amount of all sales of goods and services, whether for cash, by check, credit card or trade or otherwise, made or provided at or in connection with the Business, including internet sales, off-premises sales and any monies derived at or away from the Business. The term “Gross Revenue” does not include: (1) any federal, state, municipal or other sales, value added or retailer’s excise taxes that you pay or accrue; and (2) discounts allowed to Clients, Direct Hires or Temporary Staffing Associates on sales. Gross Revenue will not be adjusted for uncollected accounts.

G. “Gross Margin” means the Gross Revenue of the Franchised Business minus any Authorized Deductions.

H. “National Account” means any Client designated as such by us, based upon our sole determination that because such Client conducts its business at multiple locations and/or is deemed of strategic importance by us, the account, services and pricing of such Client must be negotiated and secured by us.

I. “Branch Manager” means the individual, approved by us, who will oversee the day-to-day operation of your Franchised Business. You or a Principal Owner may serve as the Branch Manager, but the Branch Manager is not required to own any interest in you. You must have a designated Branch Manager in connection with the Franchised Business. The Branch Manager must complete our initial training program to our satisfaction.

J. “Principal Owner” means any person or entity who directly or indirectly owns a ten percent (10%) or greater interest in you (if you are an entity). If any corporation or other entity other than a partnership is a Principal Owner, a “Principal Owner” also will mean a shareholder or owner of a ten percent (10%) or greater interest in such corporation or other entity. If a partnership is a Principal Owner, a “Principal Owner” also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a ten percent (10%) or greater interest in such general partner. If you are one or more individuals, each individual will be deemed a Principal Owner.

K. “Territory” means the geographic area, identified in Exhibit A.

L. “System” means the GIGWORX® system which includes operating a staffing and recruitment business under the Trademarks, using certain distinctive types of equipment, including the Computer System (as defined in Section 4(D) below), supplies, Confidential Information, business techniques, methods and procedures, and sales promotion programs, as we periodically may modify and further improve.

M. “Temporary Staffing Associate(s)” means any individual(s) that you place with a Client on a temporary basis and who is considered our employee and is paid directly by us. For purposes of this Agreement, Clients, Direct Hires, and Temporary Staffing Associates will sometimes be collectively referred to as “GW Customers”.

N. “Trademarks” means Franchisor’s then-current proprietary trademark, and the other trademarks, service marks, domain names, logos and commercial symbols that we have designated, or may in the future designate, for use in the System.

2. GRANT OF FRANCHISE

A. Grant of Franchise, Business Location. Subject to the provisions contained in this Agreement, we grant you a franchise (the “Franchise”) to own and operate a GIGWORX® Business at a site approved by us and to use the Trademarks in operating the Business. You may operate the Business from a home office or other non-commercial location we approve for the first twenty-four (24) months of the operation of the Business. Whether you operate the Business from a home office or from leased or owned commercial space, the location of the Business (“Authorized Location”) will be identified on Exhibit A. Alternatively, we and you will complete and sign Alternative Exhibit A, in which we designate a geographic area in which the Authorized Location of the Business will be established, and subject to our acceptance, you will select an Authorized Location for your Business within ninety (90) days after the date of this Agreement. The designation of the geographic area in Alternative Exhibit A does not confer any territorial rights upon you, and we and our affiliates have the right to operate and franchise other System businesses within the geographic area. Once we consent to an Authorized Location for the Business within the geographic area established in Alternative Exhibit A, however, we and you will sign Exhibit A and we will identify the Territory. You accept the Franchise and undertake the obligation to operate a Franchised Business at the Authorized Location using the Trademarks and System in compliance with the terms and conditions of this Agreement. The foregoing grant to you does not include any right to: (i) offer any product or service via e-commerce without our prior written approval; (ii) establish an independent website or to establish a URL incorporating the Trademarks or any variation thereof; or (iii) distribute, market, or implement our products and services in any channel of distribution not specifically identified in this Agreement.

B. Territory. Except as noted below, the license is limited to the right to develop and operate one Business at the Authorized Location within the area described on Exhibit A (the “Territory”). We may permit, in our sole discretion, certain individuals to purchase a larger Territory that encompasses multiple territories. If you wish to purchase multiple Territories, you must (i) sign our then-current form of Area Development Agreement; (ii) pay us a development fee (the “Development Fee”) as specified more fully in the Area Development Agreement; and (iii) hire one (1) full-time salesperson (“Salesperson”) and one (1) full-time recruiter (“Recruiter”) per Territory in accordance with the hiring deadlines noted below. The Development Fee includes the Initial Franchise Fee under this Agreement. You must hire one (1) Salesperson and one (1) Recruiter prior to attendance at the initial training program and the Salesperson and Recruiter must attend, and complete to our satisfaction, the initial training program. For each additional Territory, you must hire additional groups of one (1) Salesperson and one (1) Recruiter, and each group must complete our initial training program no later than thirty (30) days following the first anniversary and each subsequent anniversary of your attendance at the initial training program until you have reached the cumulative number of Salespersons and Recruiters you are required to hire.

During the term of this Agreement and provided you are in compliance with the terms and conditions of this Agreement, we will not (i) modify the Territory without your written permission, (ii) locate either a company-owned or franchised System business within the Territory, or (iii) establish a company-owned or another franchised business in the Territory under the Trademark or other trademarks

that offers the same products and services as your Franchised Business, except for Merger/Acquisition Activity (as defined and described below). If at the time you sign this Agreement we are servicing a client located in the Territory, we will (unless the client is a National Account) continue servicing this client and will transfer this business to you within one (1) year after the Effective Date of this Agreement. We will not be required to pay you any compensation during this one (1) year transition period. The license granted to you does not, however, include any right to (i) sell products or services at any location other than the Authorized Location, (ii) sell products or services to any person or entity for resale or further distribution, except as we may designate in writing, or (iii) exclude, control or impose conditions on our development of future franchised, company or affiliated owned businesses at any time or at any location outside the Territory.

Except as expressly stated in this Agreement, you may market and serve only those Clients located in the Territory. You may, however, provide services outside the Territory so long as the Client for which the services are being provided is located inside the Territory. As such, you acknowledge that we, our affiliates and/or other System franchisees may provide services inside the Territory for Clients that are located outside the Territory. You may not, unless in connection with other System franchisees, engage in marketing or advertising that targets areas outside of the Territory or make other representations to potential Clients that would lead them to believe that you have a location outside the Territory. Any Client requesting services to be provided in multiple areas outside the Territory must be approved by us prior to signing.

C. Rights Reserved To Us. We retain all rights that are not expressly granted to you under this Agreement. Further, we may, among other things, on any terms and conditions we deem advisable, without compensation to any franchisee, including you, and without granting you any rights therein:

1. establish and/or license others the right to establish franchised or company-owned System businesses at any location outside the Territory regardless of the proximity of such business to the Territory and use the Trademarks and System by ourselves or through our franchisees outside of your Territory;
2. merge with, acquire or become associated with (“Merger/Acquisition Activity”) any businesses of any kind under other systems and/or other marks, which businesses may convert to or operate under the Trademarks or other trademarks and may offer or sell products and services that are the same as or similar to the products and services offered at or from your Franchised Business, and which may be located anywhere inside or outside the Territory;
3. sell and distribute for ourselves and/or license others to sell and distribute through alternate channels of distribution, including the Internet, within and outside the Territory, products or services the same as or different from the products and services offered from your Business, and which are offered and distributed under marks the same as or different than the Trademarks;
4. advertise the System on the Internet (or any other existing or future form of electronic commerce) and to create, operate, maintain and modify, or discontinue the use of a website using the Trademarks;
5. enter into agreements with National Accounts as provided in Section 2(D) below;
and
6. engage and license the right to engage in any other activities not expressly prohibited in this Agreement.

D. National Accounts. We or our affiliates have the right to sell and enter into agreements with National Accounts, both inside and outside the Territory. Except as noted below, if a National Account requests contract, contract-to-hire, temporary, temporary-to-hire and/or direct hire services inside the Territory, we will offer to you the right to provide the services on the same terms and conditions as are in the contract negotiated by us and the National Account. Within three (3) days of us notifying you of the National Account business, you must confirm in writing your acceptance of the National Account business on the terms and conditions contained in the contract between us and the National Account. We will not be required to offer you the right to provide services to a National Account if, in our business judgment, we do not believe that you are able to provide the requested services to the National Account. If you fail to accept the National Account business within the timeframe noted above, we do not offer the National Account business to you, or if we or the National Account determine that you are not adequately servicing the National Account then we may: (i) provide the services requested by the National Account inside the Territory, or (ii) contract with a third party, which may be another System franchisee or unrelated third party to provide the services requested by the National Account inside the Territory. We are not required to pay you any consideration or compensation if we or a third party provide services to a National Account inside the Territory. If a National Account requests contract, contract-to-hire, temporary or temporary-to-hire services inside the Territory and you provide the services in accordance with the contract between us and the National Account, we will pay you one hundred percent (100%) of the Gross Revenue generated from the contract, contract-to-hire, temporary or temporary-to-hire services, less the Franchisor Share, Brand Fund Contribution, and National Account Management Fees (defined below) you are required to pay to us, less our costs and expenses (including certain insurance costs as noted in Section 9(I)) incurred in securing and providing the contract, contract-to-hire, temporary or temporary-to-hire services. If a National Account requests direct hire and/or executive search services inside the Territory and you provide the services in accordance with the contract between us and the National Account, we will pay you a portion of the Gross Revenue generated from the direct hire and/or executive services (as outlined in the Operations Manual), less the Franchisor Share, Brand Fund Contribution and National Account Management Fees you are required to pay to us, less our costs and expenses incurred in securing and providing the direct hire and/or executive search services.

If a National Account contacts you directly, you must refer the National Account to us. We will negotiate all contracts with National Accounts and you will not have any right to negotiate any contract or provide services to the National Account without our express written consent.

E. Minimum Performance Requirements. The rights granted to you by the terms of the Agreement will be dependent on your achieving certain minimum annual Gross Margin in each Territory as outlined below:

| Time Period | Minimum Gross Margin Requirement |
|----------------------------------------------|-----------------------------------------|
| First full calendar year after Opening Date | \$100,000 |
| Second full calendar year after Opening Date | \$250,000 |
| Third full calendar year after Opening Date | \$400,000 |
| Fourth full calendar year after Opening Date | \$600,000 |

If you fail to meet the minimum Gross Margin requirement during any time period outlined above, then we may do any of the following: (i) reduce the size of the Territory, or (ii) if this is the second time you have failed to meet your annual Gross Margin requirement, terminate this Agreement.

3. TERM OF FRANCHISE; RENEWAL RIGHTS

A. Term. The term of this Agreement commences on the Effective Date of this Agreement and ends five (5) years after the “Opening Date” of the Business (as defined in Exhibit A).

B. Renewal. You will have the right to renew the Franchise for the Business for two (2) additional five (5) year terms, provided you meet the following conditions:

1. you have given us written notice at least one hundred eighty (180) days before the end of the term of this Agreement of your intention to renew;

2. you have complied with all of the material provisions of this Agreement, including the payment of all monetary obligations you owe to us or our affiliates and approved suppliers/vendors, and have complied with our material operating and quality standards and procedures;

3. you maintain possession of the Business premises and have at your expense made such reasonable capital expenditures necessary to remodel, modernize and redecorate the Business premises and to replace and modernize the supplies, fixtures, signs, and equipment used in your Business so that your Business reflects the then-current physical appearance of new System businesses, or are able to secure a new location within the Territory which we have accepted (such acceptance not to be unreasonably withheld) and agree to construct all required improvements to the Business premises and install all required fixtures and equipment in compliance with our then-current standards and specifications for new System businesses;

4. you (or if you are an entity, a Principal Owner who has been approved by us) and the Branch Manager completes, to our satisfaction, any new training and refresher programs as we may reasonably require. You are responsible for travel, living and compensation costs of attendees;

5. you sign our then-current form of Franchise Agreement (the terms of which may differ materially from the terms of this Agreement); provided you will be not be required to pay us the Initial Franchise Fee stated in the then-current Franchise Agreement and the Franchisor Share will be the same as stated in this Agreement;

6. you pay to us a renewal fee (the “Renewal Fee”) of \$5,000;

7. you and each Principal Owner signs a general release, in form acceptable to us, of all claims against us and our affiliates, officers, directors, employees, and agents; and

8. you are in compliance with your minimum performance requirements outlined in Section 2(E) above.

C. Interim Period. If you do not exercise your right to renew this Franchise Agreement prior to the expiration of this Agreement and you continue to accept the benefits of this Agreement after the expiration of this Agreement, then at our option, this Agreement may be treated either as (i) expired as of the date of expiration with you then operating a franchise without the right to do so and in violation of our rights; or (ii) continued on a month-to-month basis (the “Interim Period”) until one (1) party provides the other with written notice of such party’s intent to terminate the Interim Period, in which case the Interim Period will terminate

thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all of your obligations under this Agreement will remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Agreement shall be deemed to take effect upon termination of the Interim Period.

4. DEVELOPMENT AND OPENING OF THE BUSINESS

A. Lease for Business Premises. You are responsible for purchasing or leasing a site that meets our site selection guidelines. We must consent to the site in writing. We do not select the site for your Business, but will assist you with this process. We make no guarantees concerning the success of the Business located at any site to which we consent.

When you enter into a lease for the Business premises, you must provide a copy of the proposed lease to us before you sign it. We reserve the right to reject the proposed lease if your lease does not contain provisions requiring that: (i) so long as this Agreement remains in effect, the premises will be used only for a Franchised Business; (ii) we will be granted the right (but not the duty) to take possession of the Business premises and assume the lease in the event of a termination of this Agreement or a threatened termination of the lease as a result of a breach by you; (iii) the landlord will provide us written notice of any default or right to cure by you; and (iv) upon vacating the Business premises or termination of this Agreement or the lease for the Business premises, you must remove all signs and materials bearing the words “GigWorx” and other Trademarks.

B. Your Development of the Business. Promptly after you sign a lease or acquire the premises for the Business, you will:

1. prepare and submit to us for approval, which will not be unreasonably withheld, any proposed modifications to our basic plans and specifications, which you may modify only to the extent necessary to comply with applicable ordinances, building codes, permit requirements and lease or deed requirements and restrictions;
2. obtain all required building, utility, sign, health, sanitation and business permits and licenses, and any other required permits and licenses; and
3. construct all required improvements to the Business premises, purchase and install all required fixtures and equipment and decorate the premises in compliance with the plans and specifications approved by us and all applicable ordinances, building codes, permit requirements and lease or deed requirements and restrictions.

C. Fixtures, Equipment, Furniture and Signs. You will use in constructing and operating the Business only those types of construction and decorating materials, fixtures, equipment (including computer hardware and software), furniture, and signs that we have approved for System businesses as meeting our specifications and standards for appearance, function, and performance. You may purchase approved types of construction and decorating materials, fixtures, equipment, furniture and signs from any supplier we approve or designate (which may include us and/or our affiliates). If you propose to purchase any material, fixture, equipment, furniture or sign we have not then approved, or any items from any supplier we have not then approved, you must first notify us in writing and will provide to us (upon our request) sufficient specifications, photographs, drawings and other information or samples for us to determine whether the material, fixture, equipment, furniture or sign complies with our specifications and standards, or the supplier meets our approved supplier criteria, which determination we will make and communicate in writing to you within a reasonable time.

D. **Computer System.** You will use in the Business the computer system, including all existing or future communication or data storage systems, components thereof and associated service, which we have developed and/or selected for the System (the “Computer System”). We may require you to purchase certain computer hardware and software from us.

1. We shall have the right, but not the obligation, to develop or designate: (i) computer software programs, which may be proprietary, that you must use in connection with the operation of the Business (the “Proprietary Software”), which you shall install at your own expense; (ii) updates, supplements, modifications, or enhancements to the Proprietary Software, which you shall install at your own expense; (iii) the tangible media upon which you record data; and (iv) the database file structure of the Computer System. Any Proprietary Software you are required to use will be deemed our proprietary material and the information collected therefrom will be deemed our Confidential Information. You must use the Proprietary Software that we or our designated third-party supplier provides. The Proprietary Software will remain the confidential property of us or our third-party supplier. You may be required to enter into our or a third-party supplier’s standard form computer software access or license agreement in connection with your use of the Proprietary Software. You will pay us or our third-party supplier any fees we or they designate related to your use of the Proprietary Software as further outlined in Section 9 of this Agreement. We may change or modify the Computer System, including Proprietary Software, from time to time and you must comply with any such changes or modifications. We also may access financial information and GW Customers’ data produced by or otherwise located on your Computer System (collectively, the “Customer Data”). We own the Customer Data that is stored on the Computer System and you assign your rights in the Customer Data to us. We periodically will establish policies respecting the use of the Customer Data which you must comply with. You will have at the Business Internet access with a form of high-speed connection as we require. You will use an email address we designate or approve for communication with us and your Clients. The computer hardware component of the Computer System must comply with specifications we develop. We have the right to designate a single source from which you must purchase the Computer System, any software or hardware components thereof or associated service, and we or our affiliates may be that single source. You will be required to use and pay for all future updates, supplements and modifications to the Computer System.

2. You hereby expressly agree that all data that you input into your Computer System, or that we input on your behalf and at your direction, including all financial or rate information concerning agreements with GW Customers, shall be true and accurate to the best of your knowledge. We may require that your Computer System be programmed to automatically transmit data and reports about the operation of the Business to us. We shall also have the right to, at any time without notice, electronically connect with your Computer System or email address we designate for use with the System to monitor or retrieve data stored on the Computer System or for any other purpose we deem necessary. There are no contractual limitations on our right to access the information and data on your Computer System. You have no expectation of privacy with respect to any information contained on the email server we designate or approve for use and we have the right to independently access that information at any time that we see fit.

3. You are required to participate in any System-wide computer network, intranet system or extranet system that we implement and may be required by us to use the computer network, intranet system or extranet system to, among other things: (i) view and print updates to or portions of the Operations Manual; (ii) download approved local advertising materials; (iii) communicate with us and other System franchisees; and (iv) complete training. You agree to use the facilities of any such area computer network, intranet system or extranet system in strict compliance with the standards, protocols, and restrictions that we include in the Operations Manual, including those related to the encryption of Confidential Information and prohibitions against the transmission of libelous, derogatory or defamatory statements.

E. Business Opening. You will not open the Business without our prior written approval. You agree to complete the development and open the Business within the time period stated in Exhibit A or Alternative Exhibit A, whichever Exhibit is applicable. If you fail to open your Business within one hundred twenty (120) days of the Effective Date of this Agreement, we may terminate this Agreement or grant you an extension of time to open your Business. We are not responsible or liable for any of your pre-opening obligations, losses or expenses you might incur for your failure to open by a particular date.

F. Relocation of Business. You will not relocate the Business from the Authorized Location without our prior written consent. If you relocate the Business under this Section, the “new” franchised location of the Business, including the real estate and building, must comply with all applicable provisions of this Agreement and with our then-current specifications and standards for System businesses. We will not unreasonably withhold our consent to the proposed relocation, provided we have received at least ninety (90) days’ written notice prior to the closing of the Business at the Authorized Location, you have obtained a site acceptable to us within the Territory, and you agree to open the “new” location for the Business within five (5) days after you close the Business at the “prior” franchised location and otherwise comply with any other conditions that we may require. If you must relocate the Business because the Business was destroyed, condemned or otherwise became un-tenantable by fire, flood or other casualty, you must reopen the Business at the new franchised location in the Territory within six (6) months after you discontinue operation at the Authorized Location. You must also pay all costs of any relocation.

5. TRAINING AND OPERATING ASSISTANCE

A. Training. Before the opening of the Business and after you sign a lease for the Business premises, we will provide, and you (or if you are an entity, a Principal Owner who has been approved by us), your Branch Manager, your Salesperson and your Recruiter must attend, an initial training program on the operation of a Business, provided either (i) remotely or (ii) at a place and time we designate. You are solely responsible for the compensation, travel, lodging and living expenses you, your Branch Manager, your Salesperson, your Recruiter and your employees incur in attending the initial training program or any supplemental or refresher training programs. A minimum of three (3) people must attend, and complete to our satisfaction, the initial training program.

1. Prior to attendance at the initial training program, you must hire, and maintain employment of, the Branch Manager, one (1) full-time Salesperson and one (1) Recruiter to operate in the Territory.

2. The initial training program will take place over a period of seven (7) to fourteen (14) days depending on your background, expertise and experience. If, during any training program, we determine that your proposed Branch Manager is not qualified to manage the Business, we will notify you and you must select and enroll a substitute Branch Manager in the training program.

3. You must attend the first available training session following your execution of this Agreement, unless we permit you to attend a later session. All trainees that you designate must attend the training course at the same time. All training related expenses, including, if applicable, your transportation to and from the training site, lodging, meals, and salaries during training, are your sole responsibility. Should your Branch Manager fail to complete the initial training program to our satisfaction, we may permit you to enroll a replacement (the “Replacement Personnel”) to the next available initial training program. We may charge a tuition fee for such Replacement Personnel attending an initial training program.

4. Your other employees, if any, may be trained by you, however, we reserve the right to require that your employees attend the initial training program at our headquarters. If we require your

employees to attend the initial training program, we will provide such training to your employees tuition-free, however, we reserve the right to charge a tuition fee in the future for the provision of such training. All training related expenses for your additional personnel, including transportation to and from the training site, lodging, meals, and salaries during training, are your sole responsibility. We will provide you with training materials for you to use in training your personnel. Only our provided training materials may be used by you in training your personnel. Updated training materials will be provided to you by us upon written request. All training materials provided to you by us will at all times remain our property, and you agree not to challenge our or our affiliates' title or rights in or to the training materials. You may not make any disclosure, duplication or other unauthorized use of any portion of the training materials.

4. If you are operating multiple Territories, the additional Salesperson(s) and Recruiter(s) that you are required to hire must complete the initial training program to our satisfaction no later than thirty (30) days following the anniversary of the Franchise Agreement by which each person must be hired as outlined in Exhibit A. We reserve the right to require each additional Salesperson(s) and Recruiter(s) to attend the initial training program either remotely or at our designated training facility upon notice to you. You are responsible for all of the costs associated with each Salesperson's and Recruiter's attendance at the initial training program.

5. After the Business opens, we will provide training (at times we determine) to any new Branch Manager at your expense. We may require that you (or a Principal Owner) and your Branch Manager attend all supplemental and refresher training programs that we designate. We may charge you a reasonable fee for the supplemental and refresher training programs.

B. Opening Assistance. We will provide you with the services of one of our employees for up to four (4) days to assist you in the opening and initial operations of the Business. We will determine the time at which the employee is available to you.

C. Operating Assistance. We will advise you on operational issues and provide assistance in operating the Business as we deem appropriate. We will handle all Client invoicing, serve as the employer of record for all Temporary Staffing Associates, pay all Temporary Staffing Associates and obtain and maintain workers compensation insurance coverage for all Temporary Staffing Associates. We also may provide advice regarding the following:

1. services authorized for sale at System businesses;
2. updates to approved supplies and suppliers;
3. updates to the Operations Manual;
4. marketing assistance and sales promotion programs; and
5. establishing and operating administrative, bookkeeping, accounting, sales and general operating procedures to properly operate a System Business.

We will provide such guidance, as we deem appropriate, through our Operations Manual or other written materials, telephone conversations and/or meetings at our office or at the Business in connection with an inspection of the Business. We reserve the right to charge you a fee for any additional assistance we provide.

D. Attendance at Meetings. Except under certain circumstances, you must attend, at your expense, all annual franchise conventions we may hold or sponsor and all meetings relating to new services,

new operational procedures or programs, training, business management, sales or sale promotion or similar topics, including any system-wide teleconferences or web-conferences. We reserve the right to charge you a fee to attend any annual franchise conventions, meetings, programs or other trainings we require. If you are not able to attend a meeting or convention, you must notify us prior to the meeting and must have a substitute person acceptable to us attend the meeting.

E. Operations Manual. We will provide on loan to you, during the term of this Agreement, one manual copy or electronic (Internet) access to the Operations Manual. The Operations Manual will contain mandatory and suggested specifications, standards and operating procedures that we develop for System businesses and information relating to your other obligations. We may add to, and otherwise modify, the Operations Manual to reflect changes in authorized products and services, and specifications, standards and operating procedures of a System business. The master copy of the Operations Manual that we maintain electronically or at our principal office and make available to you will control if there is a dispute involving the contents of the Operations Manual. You will operate the Business in strict compliance with the Operations Manual, as it may be reasonably changed by us from time to time. The Operations Manual must remain confidential and is our exclusive property. You will not disclose, duplicate or make any unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of this Agreement as if fully set forth herein. You will ensure that your copy of the Operations Manual is current and up to date, and will keep a copy of the Operations Manual in a safe and secure location. If there is a dispute relating to the contents of the Operations Manual, the master copy, which we maintain at our corporate headquarters, will control. We reserve the right to disclose updates to the Operations Manual via electronic means, including over our website or any intranet or extranet system established in connection with the System.

6. TRADEMARKS

A. Ownership and Goodwill of Trademarks. You acknowledge that you have no interest in or to the Trademarks and that your right to use the Trademarks is derived solely from this Agreement and is limited to the conduct of business in compliance with this Agreement and all applicable specifications, standards and operating procedures that we require during the term of the Franchise. You agree that your use of the Trademarks and any goodwill established exclusively benefits us and our affiliate, and that you receive no interest in any goodwill related to your use of the Trademarks or the System. You must not, at any time during the term of this Agreement or after your termination or expiration, engage in any conduct directly or indirectly that would infringe upon, harm or contest our or our affiliate's rights in any of the Trademarks or the goodwill associated with the Trademarks, including any use of the Trademarks in a derogatory, negative or other inappropriate manner in any media, including but not limited to print or electronic media, contest or assist any other person in contesting the validity or ownership of any of the Trademarks. Any and all goodwill arising from your use of the proprietary material will inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement, no monetary amount will be assigned as attributable to any goodwill associated with your use of the System, the Trademarks, or any other proprietary material. Except as specified in Section 2(A), the license of the Trademarks granted to you hereunder is nonexclusive and we retain the right, among others, (i) to use the Trademarks ourselves in connection with selling products and services, (ii) to grant other licenses for the Trademarks, and (iii) to develop and establish other systems using the Trademarks, similar marks, or any other marks, and to grant licenses thereto without providing any rights therein to you.

B. Limitations on Your Use of Trademarks. You agree to use the Trademarks as the sole identification of the Business, but you must identify yourself as the independent owner in the manner we direct. You must not use any Trademark as part of any corporate or trade name or in any modified form, and you cannot use any Trademark in selling any unauthorized product or service or in any other manner unless we have expressly authorized such use in writing, and any unauthorized use thereof will constitute

an infringement of our rights. You may use the Trademarks on various materials such as business cards, stationery and checks provided you (i) accurately depict the Trademarks on the materials as we describe, (ii) include a statement on the materials indicating that the Business is independently owned and operated by you, (iii) do not use the Trademarks in connection with any other trademarks, trade names or service marks unless we specifically approve in writing and (iv) make available to us, upon our request, a copy of any materials depicting the Trademarks. You agree to display the Trademarks prominently and in the manner we direct on all signs and forms. Subject to our rights described in this Agreement, you agree to obtain fictitious or assumed name registrations as may be required under applicable law. You will use all Trademarks without prefix or suffix and in conjunction with the symbols “TM,” “SM,” “S,” or “R,” as applicable. You may not use the Trademarks in connection with any other business activities that fall outside the scope of this Agreement. You will not use the Trademarks to incur any obligation or indebtedness on our behalf.

C. Restrictions on Internet and Website Use. We retain 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 Trademarks. We or our affiliates currently maintain a website for the benefit of all company owned and franchised GIGWORX® businesses, but we reserve the right to discontinue the website in the future. You agree not to establish a website or permit any other party to establish a website that relates in any manner to your Franchised Business or referring to the Trademarks or that contain words used in or similar to any the Trademarks or brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those words, except as we may designate or approve in writing. You have the right to access our website and, as described further in the Operating Manual, we will provide one or more references or webpage(s) to your Franchised Business within our website. We may, but are not obligated to, create interior pages on our website(s) that contain information about the Business and other locations. If we do create such pages, we may require you to prepare all or a portion of the page for the Business, at your expense, using a template that we provide. All such information will be subject to our approval prior to posting. We will be the web master of such pages, either directly or through a third party, and will have sole discretion and control over the website.

1. Except as we may authorize in writing, however, you will not: (i) use or display the Trademarks as part of any website or webpage that is not linked to our website or any other website we designate; (ii) conduct any business or offer to sell or advertise any products or services on the Internet (or any other existing or future form of electronic communication); (iii) create or register any Internet domain name in any connection with your Franchise; and (iv) use any email address which we have not authorized for use in operating the Business. You will not register, as Internet domain names, any of the Trademarks or any abbreviation, acronym or variation of the Trademarks, or any other name that could be deemed confusingly similar. Further, you may not market, advertise or promote your Business or conduct any business on the Internet, including using social and professional networking sites to promote your Business, except as provided in our written social media policy (if any) and with our prior written approval.

2. If we ever do approve in writing a request for you to use a separate website (although we are not required to permit you do so), then we have the right to require that you comply with the standards, specifications, conditions, and requirements relating to such websites that we may periodically prescribe in the Operating Manual or otherwise in writing.

3. We shall have the right to modify the provisions of this Section 6(C) relating to Internet policies as we deem necessary or appropriate in the best interest of the System.

D. Notification of Infringements and Claims. You must promptly notify us of any suspected unauthorized use of the Trademarks and any proprietary software we may now or hereafter designate for use in connection with the System, any challenge to the validity of the Trademarks, or any challenge to our

ownership of, our right to use and to license others to use, or your right to use, the Trademarks, the proprietary software, or the operations manual. You acknowledge that we have the sole right to direct and control any administrative proceeding or litigation involving the proprietary material, including any settlement thereof. We have the right, but not the obligation, to take action against uses by others that may constitute infringement of our rights to the Trademarks or proprietary material. We will defend you against any third-party claim, suit, or demand arising out of your use of the Trademarks. If we, in our sole discretion, determine that you have used the Trademarks in accordance with this Agreement, we will bear the cost of such defense, including the cost of any judgment or settlement. If we, in our sole discretion, determine that you have not used the Trademarks in accordance with this Agreement, you will bear the cost of such defense, including the cost of any judgment or settlement. In the event of any litigation relating to your use of the Trademarks, you will execute any and all documents and do such acts as may, in our opinion, be necessary to carry out such defense or prosecution including, without limitation, becoming a nominal party to any legal action. Except to the extent that such litigation is the result of your use of the Trademarks in a manner inconsistent with the terms of this Agreement, we agree to reimburse you for your out-of-pocket costs in performing such acts.

E. Changes. You cannot make any changes or substitutions to the Trademarks unless we so direct in writing. We reserve the right, in our business judgment, to modify or discontinue use of any Trademark, or to use one or more additional or substitute trademarks or service marks. You must discontinue using all Trademarks which we have notified you, in writing, have been modified or discontinued within ten (10) days of receiving written notice and, at your sole cost and expense, must promptly begin using such additional, modified or substituted marks.

7. CONFIDENTIAL INFORMATION/IMPROVEMENTS

A. Confidential Information. You acknowledge and agree that you do not acquire any interest in the Confidential Information, other than the right to use it in developing and operating the Business pursuant to this Agreement, and that the use or duplication of the Confidential Information in any other business constitutes an unfair method of competition. You further acknowledge and agree that all GW Customers solicited by the Business belong to us, and certain compiled lists containing information about current and prospective GW Customers including, (i) names and addresses (ii) GW Customers' transaction history with the Business, and (iii) rates charged to GW Customers, are owned solely by us and constitute our Confidential Information. You may divulge Confidential Information only to those of your employees as must have access to it in order to operate the Business. Any and all information, knowledge, know-how, techniques, and other data which we designate as confidential will be deemed Confidential Information for purposes of this Agreement. You acknowledge and agree that the Confidential Information is proprietary and is a trade secret of ours and is disclosed to you solely on the condition that you agree that you: (i) will not use the Confidential Information in any other business or capacity; (ii) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Agreement; (iii) will not make unauthorized copies of any Confidential Information disclosed in written form; (iv) will adopt and implement all reasonable procedures we direct to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosure to Business employees; and (v) will sign a Confidentiality Agreement and will require all employees with access to Confidential Information to sign such an agreement in a form we approve. The restrictions on your disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information in judicial or administrative proceedings to the extent you are legally compelled to disclose this information, if you use your best efforts to maintain the confidential treatment of the Confidential Information, and provide us the opportunity to obtain an appropriate protective order or other assurance satisfactory to us of confidential treatment for the information required to be so disclosed.

B. Improvements. You must fully and promptly disclose to us all ideas, concepts, methods, techniques, improvements, additions and Customer Data relating to the development and/or operation of a System business or the System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of the Business, or any advertising or promotion ideas related to the Business (collectively the “Improvements”) that you and/or your employees conceive or develop during the term of this Agreement. All such Improvements will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any item does not qualify as a “work made-for-hire” for us, you must assign ownership of that item, and all related rights to that item, to us and must take whatever action (including signing an assignment agreement or other documents) we request to show our ownership or to help us obtain intellectual property rights in the Improvement. You agree that we have the perpetual right to use and authorize others to use the Improvements without any obligation to you for royalties or other fees.

C. Employees. You must require your Branch Manager and other key employees to execute covenants that they will maintain the confidentiality of the Confidential Information they receive in connection with their employment by you, prior to assisting in the operation of the Business. Such covenants will be in the form attached as Exhibit E-1 to this Agreement.

8. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. Independent Contractor Status. You are an independent contractor responsible for full control over the internal management and daily operation of the Business, and neither party to this Agreement is the agent, principal, partner, employee, employer or joint venture partner of the other party. You may not act or represent yourself, directly or by implication, as our agent, partner, employee or joint venture partner, and you may not incur any obligation on our behalf or in our name. All stationery, business cards and contractual agreements entered into by you must contain your corporate or fictitious name and a conspicuously displayed notice in the place we designate, that you operate the Business as an independently owned and operated business and that you independently own and operate the Business as a System franchisee. Nothing in this Agreement authorizes you to make any contract, agreement, warranty, or representation on our behalf, or to incur any debt or other obligation in our name; and we will in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor will we be liable by reason of any of your acts or omissions in the operation of the Business or for any claim or judgment arising therefrom against you or us. Neither this Agreement nor our course of conduct is intended, nor may anything in this Agreement (nor our course of conduct) be construed to state or imply that we are the employer of your employees and/or independent contractor, nor vice versa.

B. Indemnification. You and your principals agree to indemnify, defend and hold us, our affiliates and their respective shareholders, directors, officers, employees, agents, successors and assignees (“Indemnitees”) harmless against and to reimburse them for all claims, obligations, liabilities and damages (“Claims”), including any and all taxes, directly or indirectly arising out of, in whole or in part: (i) the operation of your Business, including but not limited to your advertising and your placement of Direct Hires and Temporary Staffing Associates; (ii) the unauthorized use of the Trademarks and other proprietary material; (iii) the transfer of any interest in this Agreement or your Business in any manner not in accordance with this Agreement; (iv) the infringement, alleged infringement, or any other violation or alleged violation by you or any of your principals of any patent, trademark or copyright or other proprietary right owned or controlled by third parties; or (v) libel, slander or any other form of defamation of us, the System or any franchisee operating under the System, by you or by any of your principals. For purposes of this indemnification, “Claims” shall mean and include all obligations, actual, consequential, punitive and other damages, and costs reasonably incurred in the defense of any action, including attorneys’, attorney assistants’ and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether or not such claims exceed the amount of insurance

coverage available through you to us. We shall have the right to defend any such claim against us in such manner as we deem appropriate or desirable in our sole discretion. Such an undertaking by us shall, in no manner or form, diminish your and each of your principals' obligations to indemnify the Indemnitees and to hold them harmless. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

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

9. FRANCHISE FEES

A. Initial Franchise Fee. You will pay us an initial franchise fee of Forty-Seven Thousand Five Hundred Dollars (\$47,500). The initial franchise fee is payable when you sign this Agreement. The initial franchise fee is fully earned by us when we sign this Agreement and is non-refundable.

B. Franchisor/Franchisee Share. You will pay us our non-refundable monthly Franchisor Share based upon the services(s) provided as noted below.

| Type of Services Provided | Monthly Franchisor Share |
|---------------------------------------------------------------------------------------------------------------------------|--------------------------|
| All Temporary and Contract Placements, Contract-to-Hire, and Temporary-to-Hire Placements, including any conversion fees. | 37% of Gross Margin |
| All Direct Hire, Consulting, and Other Unclassified Placements. | 15% of Gross Margin |

We will invoice and collect for all sales on your behalf. We will pay to you the “Franchisee Share” (Gross Margin minus Franchisor Share and any Authorized Deductions from Franchisee Share) on the 20th day of each month for the preceding business month We will serve as the employer of record for your Temporary Staffing Associates. Based on information you provide to us, we will obtain and maintain during the term of this Agreement workers' compensation insurance and/or health insurance (as is required under federal law) covering your Temporary Staffing Associates. While we pay the insurance costs on a monthly basis, we will accrue these charges to you on a weekly basis by subtracting 0.5% of your Franchised Business's payroll for Temporary Staffing Associates before we pay you your monthly Franchisee Share.

C. National Account Management Fee. In addition to paying us a Franchisor Share fee on all National Account Gross Revenue, you also will pay us a non-refundable National Account Management Fee in the amount of 1% of all National Account Gross Revenue. The National Account Management Fee is due and payable on the 20th day of each month based on the total National Account Gross Revenue for the previous business month. The National Account Management Fee is in addition to the Franchisor Share and Brand Fund Contributions you are required to pay to us under the terms of this Agreement.

D. Client and Candidate Management Technology Fee. You must pay us a client and candidate management technology fee in the amount we designate, which must be paid monthly via the same payment method as the Franchisor Share and Brand Fund Contribution (the “Technology Fee”). The Technology Fee shall be pre-paid in advance of the quarter the payment will cover. We will use the Technology Fee for any costs incurred in connection with technological advancements associated with the System, including but not limited to (a) building on-line infrastructure for the System, (b) developing proprietary software for use within the System, (c) developing and maintaining our corporate website, (d) software developments, (e) third-party vendor costs associated with computer system installation, (f) payroll for our employees that assist franchisees with all technology-related issues, or (g) develop any new technological advancements for the System as we deem necessary.

E. Proprietary Software System Fee. You must pay us a proprietary software system fee equal to between \$450 to \$600 per user, per month for your use of the proprietary software system through our license with our designated third-party provider (“Proprietary Software System Fee”) which must be paid on monthly via Authorized Deduction from Gross Margin. We reserve the right to change the vendor of this service in our sole discretion and increase the fee based on our change in supplier.

F. Employee Misclassification Fee. If you use or have used the wrong workers’ compensation classification code and/or rate for any Temporary Staffing Associate, you must reimburse us for any additional costs, expenses and/or premiums we are charged as a result of your misclassification of the Temporary Staffing Associate.

G. Workers’ Compensation and Health Insurance Coverage. We will serve as the employer of record for your Temporary Staffing Associates. Based on information you provide to us, we will obtain and maintain during the term of this Agreement workers’ compensation insurance and/or health insurance (as is required under federal law) covering your Temporary Staffing Associates. While we pay the insurance costs on a monthly basis, we will accrue these charges to you on a weekly basis by subtracting 0.5% of your Franchised Business’s payroll for Temporary Staffing Associates before we pay you your monthly Franchisee Share. “Payroll” equals the total amount of wages paid to your Temporary Staffing Associates on any given week. This accrued amount is based on the amount our affiliate-owned business pays for workers’ compensation insurance and health insurance. We reserve the right to change the percentage used in this calculation at any time based on changes imposed by our insurance provider. Additionally, you must reimburse us for any premium overages we are assessed in connection with the quarterly and/or yearly audit we and our insurance provider conduct relating to the workers’ compensation and health insurance coverage provided for your Temporary Staffing Associates.

H. Electronic Transfer of Funds. We will require you to sign electronic transfer of funds authorizations and other documents as we periodically designate, in the form attached as Exhibit B, to authorize your bank to transfer, either electronically or through some other method of payment designated by us, directly to our account and to charge your account for all amounts due to us from you. Your authorizations will permit us or a third party we designate to identify the amount to be transferred from your account. You will maintain a balance in your accounts sufficient to allow us or any third party we designate to collect the amounts owed to us when due. You will be responsible for any penalties, fines or similar expenses associated with the transfer of funds described herein.

I. Interest Charges; Late Fees. All Franchisor Share fees, Brand Fund Contributions, National Account Management Fees and other amounts which you owe to us or our affiliates will bear interest after the due date at the lesser of: (i) eighteen percent (18%) per annum; or (ii) the maximum contract rate of interest permitted by law in the state in which the Business is located. In addition to the interest charges, we reserve the right to charge a late fee of twenty-five dollars (\$25), or the maximum rate applicable by law, for each delinquent payment that you owe to us under this Agreement. A payment is delinquent for any of the following reasons: (1) we do not receive the payment on or before the due date; or (2) there are insufficient funds in your bank account to collect the payment by a transfer of funds on or after the due date. The late fee is not interest or a penalty, it is only to compensate us for increased administrative and management costs due to late payment.

J. Application of Payments. We may apply against amounts due to us or any of our affiliates any payments received from you or any indebtedness of us to you.

K. Withholding Payments Unlawful. You agree that you will not withhold payment of any Franchisor Share fees, Brand Fund Contributions, National Account Management Fees, or any other amount due us, and that the alleged non-performance or breach of any of our obligations under this

Agreement or any related agreement does not establish a right at law or in equity to withhold payments due us for Franchisor Share fees, Brand Fund Contributions, National Account Management Fees or any other amounts due.

L. Tax Indemnification. You will indemnify us and reimburse us for all income, capital, gross receipts, sales, and other taxes that the state in which the Business is located imposes, or may in the future impose, as a result of your operation of the Business or the license of any of our intangible property in the jurisdiction in which the Business is located. If more than one System franchisee is located in such jurisdiction, they will share the liability in proportion to their Gross Revenue from the Business, except in the case of sales taxes and gross receipts taxes, which will be divided in proportion to taxable sales to the franchisees. If applicable, this payment is in addition to the Franchisor Share payments described above.

10. BUSINESS IMAGE AND OPERATING STANDARDS

A. Condition And Appearance Of Business/Rebuilding Of Business. You agree to maintain the condition and appearance of the Business, and refurbish and modify its layout, decor and general theme, as we may require to maintain the condition, appearance, efficient operation, ambience and overall image of System businesses (as we may modify). You will replace worn out or obsolete fixtures, equipment, furniture, or signs, repair the interior and exterior of the Business and periodically clean and redecorate the Business; provided that we will not require you to substantially modernize or refurbish the Business more than once every five (5) years starting from the Effective Date. Notwithstanding the foregoing, you acknowledge and agree that each and every renewal governed by Section 3(B) is expressly conditioned upon your compliance with these modernization and replacement requirements at the time of renewal. If at any time in our reasonable judgment, the general state of repair, appearance or cleanliness of the Business premises or its fixtures, equipment, furniture or signs does not meet our then-current standards, we will so notify you, specifying the action you must take to correct the deficiency. To the extent the cooperation of the landlord is needed to complete the maintenance or refurbishing, you will use your best efforts to work with the landlord to correct the deficiency. If you fail, within ten (10) days after receipt of notice, to commence action and continue in good faith and with due diligence, to undertake and complete any required maintenance or refurbishing, we may (in addition to our rights under Section 16 below) enter the Business premises and correct the deficiencies on your behalf, and at your expense.

If the Business is damaged or destroyed by fire or any other casualty, you will, within thirty (30) days, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) repairs or reconstruction, to restore the Business premises to its original condition before the casualty. If, in our reasonable business judgment, the damage or destruction is of a nature or to an extent that you cannot repair or reconstruct the premises of the Business you must relocate and open your Business at a new location within the Territory in accordance with the relocation requirements outlined in Section 4(F).

B. Business Alterations. You cannot alter the premises or appearance of the Business, or make any unapproved replacements of or alterations to the fixtures, equipment, furniture or signs of the Business without our prior written approval. We may, in our sole business judgment and at your sole expense, correct any alterations to the Business not previously approved by us.

C. Restriction on Use of Premises. You agree that you will not, without our prior written approval, offer at the Business any products or services not then authorized by us, nor will the Business or the premises which you occupy be used for any purpose other than the operation of a Franchised Business in compliance with this Agreement.

D. Your Hiring and Training of Employees. You will have sole authority and control over the day-to-day operations of the Franchised Business and your employees and/or independent contractors. You agree to be solely responsible for all employment decisions and to comply with all state, federal, and local hiring laws and functions of the Franchised Business, including without limitation, those related to hiring, firing, training, wage and hour requirements, compensation, promotion, record-keeping, supervision, and discipline of employees, paid or unpaid, full or part-time. At no time will you or your employees be deemed to be employees of us or our affiliates. You will maintain at all times a staff of trained employees sufficient to operate the Business in compliance with our standards. All of your employees must sign a confidentiality agreement in a form we designate.

E. Products, Supplies and Materials. You agree that the Business will only offer for sale those products and services which we have approved as being suitable for sale and meeting the standards of quality and uniformity for the System. Certain products, equipment, supplies, materials and services must be purchased from suppliers approved by us (which may include us and/or our affiliates). We periodically may modify the lists of approved brands and suppliers, and you will comply with such modified lists of approved brands and suppliers. If you propose to offer for sale or purchase any products, equipment, supplies, materials or other services which we have not approved, you must first notify us in writing and provide sufficient information, specifications and samples concerning the brand and/or supplier to permit us to determine whether the brand complies with our specifications and standards and/or the supplier meets our approved supplier criteria. We will notify you within a reasonable time whether or not the proposed brand and/or supplier is/are approved. We may develop procedures for the submission of requests for approved brands or suppliers and obligations that approved suppliers must assume (which may be incorporated in a written agreement to be signed by approved suppliers). We will have the right to charge each proposed supplier a reasonable fee in reviewing a proposed brand or supplier. We may impose limits on the number of suppliers and/or brands for any products, equipment, supplies, materials and services to be used in the Business. You agree that certain products, materials, and other items and supplies may only be available from one source, and we or our affiliates may be that source. You will pay the then-current price in effect for approved products, equipment, supplies, materials and services you purchase from us, our affiliates or any third party we designate. WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, RESPECTING PRODUCTS, EQUIPMENT (INCLUDING ANY REQUIRED COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER ITEMS THAT WE DISTRIBUTE OR THAT THIRD PARTIES APPROVED BY US MANUFACTURE OR DISTRIBUTE FOR USE IN THE SYSTEM.

F. Standards of Service. You must at all times give prompt, courteous and efficient service to your GW Customers. You must, in all dealings with your GW Customers, suppliers and the public, adhere to the highest standards of honesty, courtesy, integrity and fair dealing.

G. Specifications, Standards and Procedures. You acknowledge and agree that each and every detail of the appearance and operation of the Business is important to us and other System businesses. You agree to maintain the highest standards of quality and service in the Business and agree to comply with all mandatory specifications, standards and operating procedures (whether contained in the Operations Manual or any other written communication to you) relating to the appearance or operation of a Franchised Business, including:

1. type, quality and uniformity of service;
2. methods and procedures relating to marketing, dealing with GW Customers and providing services to GW Customers;

3. the hours and days during which the Business is open for business as specified in the Operations Manual;
4. the safety, maintenance, cleanliness, function and appearance of the Business premises and its fixtures, equipment, furniture, décor and signs;
5. qualifications, dress, general appearance and demeanor of Business employees;
6. the style, make and/or type of equipment (including computer equipment) used in operating the Business;
7. use and illumination of exterior and interior signs, posters, displays, standard formats and similar items; and
8. business advertising and promotion.

H. Compliance with Laws and Good Business Practices. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Business and must operate the Business in full compliance with all applicable laws, ordinances and regulations. You must notify us in writing within five (5) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, injunction, and award of decree, by any court, agency, or other governmental instrumentality that may adversely affect the operation or financial condition of you or the Business. You will not conduct any business or advertising practice which injures our business, the System or the goodwill associated with the Trademarks and other System businesses. You must comply with all applicable federal, state and local laws, ordinances and regulations regarding the operation of the Business (including, without limitation, all government regulations relating to occupational hazards and health regulations, health and sanitation laws and regulations, trademark and copyright infringement, fair marketing laws, consumer protection, trade regulation, workers' compensation, unemployment insurance, withholding and payment of federal and state income taxes and social security taxes and sales, use and property taxes, and the applicable provisions of the Americans with Disabilities Act ("ADA")). Furthermore, we reserve the right to run a background check on you, your principals (if applicable) and your staff members as we deem necessary in our sole discretion during the term of this Agreement to ensure that you are complying with all laws and good business practices.

I. Management Of the Business/Conflicting Interests. The Business must at all times be under your direct supervision or, if you are a partnership, corporation or limited liability company, a Principal Owner or a Branch Manager who we have approved and who has satisfactorily completed our designated training program. At all times, you must have a designated person to serve as the Branch Manager of the Franchised Business. If a third-party Branch Manager supervises the Business, you (or the Principal Owner) must remain active in overseeing Business operations. If there is more than one Principal Owner, the Principal Owners must designate (in writing) one Principal Owner who will oversee Business operations and represent you in interacting with us.

You must at all times faithfully, honestly and diligently perform your obligations and continuously use your best efforts to promote and enhance the Business. The person who is responsible for the day-to-day supervision of the Business (i.e., the Principal Owner or the Branch Manager) 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 your obligations and must attend and successfully complete our initial training program.

J. Working Capital. You must at all times maintain such working capital as may be reasonably necessary to enable you to properly and fully carry out and perform all of your duties, obligations and responsibilities hereunder and to operate the Business in a professional, proper and efficient manner.

K. Business Inspection. You agree that in order to maintain the high quality and uniform standards associated with the System and to protect its goodwill and reputation, you will permit us, during business hours, to inspect the location of the Business, confer with you and your employees (if applicable) and GW Customers, observe and evaluate your operation methods, and perform any other inspection which we deem necessary to protect the standards of quality and uniformity of the System and your performance under this Agreement. You are obligated to make changes to your operations based upon any inspections by us. We are not required to provide you with any notice prior to conducting such an inspection.

L. Personal Conduct. You agree to refrain from committing any act or pursuing any course of conduct that tends to bring the Trademarks into disrepute.

M. Best Efforts. You must use best efforts to promote and consistently increase the exposure of the System by soliciting GW Customers within your Territory. All of your advertising and promotion must be completely factual and conform to the highest standards of ethical advertising. You agree to refrain from any business or advertising practice which may be injurious to the Business or the goodwill associated with the Trademarks and System.

N. Payment of Debts. You are solely responsible for: (i) selecting, retaining and paying your employees; (ii) the payment of all invoices for the purchase of goods and services used in connection with operating the Business, other than as expressly set forth in this Agreement; and (iii) determining whether, and on what terms, to obtain any financing or credit which you deem advisable or necessary for the operation of the Business. You agree to pay all current obligations and liabilities to suppliers and creditors on a timely basis. You agree to indemnify us in the event that we are held responsible for debts owed by you if we elect to pay any of your obligations in order to preserve the relationship between suppliers and System franchisees. You agree to make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, personal property taxes and real estate taxes arising from your operation of the Business, and you agree to indemnify us in the event that we are held responsible for these taxes.

O. Image. You agree to offer products and services and to operate the Business in such a manner that emulates and enhances the image we intend for the System. You further acknowledge and agree that each aspect of the System is important not only to you but also to us and to other System franchisees in order to maintain the highest operating standards, achieve system wide uniformity and increase the demand for the products sold and services rendered by System franchisees. You agree to comply with the standards, specifications and requirements we set forth in order to uniformly convey the distinctive image of a Business. You will, in the operation of the Business, use only business cards, letterhead, and other items imprinted with the Trademarks as prescribed from time to time by us. You shall not (a) engage any GW Customers that are engaged in any business, or (b) purchase any products that would, in our sole determination, reflect poorly on our brand, Trademarks and System.

P. Pending Actions. You must notify us, in writing, within five (5) days of the commencement of any action, suit or proceeding and the issuance of any order, suit or proceeding of any court, agency or other government instrumentality, including the receipt of any notice or citation, which may adversely affect the operation or financial condition of you or the Business.

Q. Insurance. You agree to purchase and maintain in force, at your expense, the following insurance (i) comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence

and \$2,000,000 aggregate; (ii) workers' compensation with minimum limits of \$1,000,000 per accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee; (iii) employers liability coverage with minimum limits of \$1,000,000 per accident and \$1,000,000 aggregate; (iv) professional liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 per aggregate; (v) employment practice liability with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate; (vi) excess liability with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate; (vii) non-owned and hired automobile liability with minimum coverage of \$1,000,000 per accident; (viii) commercial automobile liability for owned vehicles with minimum limits of \$1,000,000 per accident; (ix) third party crime coverage with minimum limits of \$100,000 aggregate; and (x) business interruption insurance and other insurance to meet statutory requirements. If any lease or client contract requires higher limits than listed above, the lease or client contract will control, provided that such lease or client contract does not lower the amount from the amount listed above.

1. All insurance policies will: (i) be issued by an insurance carrier(s) we designate or that meets our requirements; (ii) will name us and our affiliates as an additional insured; (iii) contain a waiver of the insurance company's right of subrogation against us; (iv) contain the above-mentioned insurance coverage for each Franchised Business that you operate; and (v) provide that we will receive thirty (30) days' prior written notice of any material change in or termination, expiration or cancellation of any policy. We periodically may, with prior written notice to you, increase the minimum liability protection requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If you at any time fail to maintain in effect any insurance coverage we require, or to furnish satisfactory evidence thereof, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur. You will provide us with a copy of the certificate of insurance in compliance with these requirements at least two (2) weeks before you take possession and commence development of the Business premises. In addition, you will provide to us a copy of the certificate of or other evidence of the renewal or extension of each insurance policy.

2. Our acceptance of an insurance carrier does not constitute our representation or guarantee that the insurance carrier will be capable of meeting claims during the term of the insurance policy. You agree to carry such insurance as may be required by the lease of the Authorized Location or by any of your lenders or equipment lessors and such workers compensation insurance as may be required by applicable law.

3. You must provide us with copies of any insurance claims or insurance cancellations within twenty-four (24) hours. You have a period of twenty four (24) hours to cure any lapses in insurance coverage.

4. If you fail to comply with the minimum insurance requirements set forth herein. We have the right to obtain such insurance and keep same in force and effect and you will pay us, on demand, the premium cost thereof and administrative costs of eighteen percent (18%) in connection with our obtaining the insurance.

5. We will serve as the employer of record for your Temporary Staffing Associates. Based on information you provide to us, we will obtain and maintain during the term of this Agreement workers compensation insurance covering your Temporary Staffing Associates. Additionally, you must reimburse us for any premium overages we are assessed in connection with the quarterly and/or yearly audit we and our insurance provider conduct relating to the workers compensation coverage provided for your Temporary Staffing Associates.

R. Participation in Internet Website. We require you to participate in a System-side website listed on the Internet or other online communications and participate in any extranet system we establish. We will determine the content and use of a System-wide website and extranet system and will establish rules under which franchisees will participate. We will retain all rights relating to the System website and extranet system and may alter or terminate the website or extranet system upon thirty (30) days' notice to you. You acknowledge that we are the lawful, rightful and sole owner of the Internet domain name <http://www.gigworx.com> and any other Internet domain names registered by us, and unconditionally disclaim any ownership interest in those or any colorably similar Internet domain name.

You acknowledge that certain information obtained through your online participation in the website or extranet system is considered Confidential Information, including access codes and identification codes. Your right to participate in the System website or extranet system or otherwise use the Trademarks or the System on the Internet will terminate when this Agreement expires or terminates.

11. ADVERTISING

A. Brand Development Fund. During the term of this Agreement, you will pay to us for deposit in a brand development fund (the "Fund") a Brand Fund Contribution in the amount of one percent (1%) of Gross Margin. The Brand Fund Contribution is due and payable monthly and is payable by electronic transfer of funds or such other form of payment that we require. We will place all Brand Fund Contributions we receive in the Fund and will manage such Fund.

1. We will use contributions to the Fund, in our sole discretion, to develop, produce and distribute national, regional and/or local advertising and to create advertising materials and public relations programs which promote, in our sole judgment, the products and services offered by the System. We have the sole right to determine contributions and expenditures of the Fund, or any other advertising program, and the sole authority to determine, without limitation, the selection of the advertising materials and programs; provided, however, that we will make a good faith effort to expend the Fund's contributions in the general best interests of the System on a national or regional basis. Nevertheless, you acknowledge that not all System franchisees will benefit directly or on a pro rata basis from the Fund's expenditures. We may use the Fund to satisfy any and all costs of maintaining, administering, directing, preparing, and producing advertising, including the cost of: (i) preparing and producing television, radio, online, magazine and newspaper advertising campaigns, the cost of direct mail and outdoor billboard advertising; (ii) public relations activities and advertising agencies; (iii) developing and maintaining an Internet website and other digital promotional activities; (iv) the cost of holding a convention, and personnel and other departmental costs for advertising that we internally administer or prepare; and (v) the salary earned, and expenses incurred, by any national sales executive hired by us to obtain National Accounts on behalf of the System. While we do not anticipate that any part of the Fund's contributions will be used for advertising which is principally a solicitation for franchisees, we reserve the right to use the Fund's contributions for public relations or recognition of the System brand and for the creation and maintenance of a web site, a portion of which can be used to explain the franchise offering and solicit potential franchisees, and to include a notation in any advertisement indicating "Franchises Available." Sales materials, if developed, may be sold to franchisees at a reasonable cost.

2. Our contribution to the Fund for subsequent company-owned units will be paid at the rate provided for in our franchise disclosure document in the year that the company-owned unit is established. Should the advertising contribution for the System decrease at any time, we have the right to reduce our contribution from company-owned units to the rate specified for franchised locations. The Fund is not a trust or escrow account, and we have no fiduciary obligations regarding the Fund. We may spend in any fiscal year an amount greater or less than the aggregate contributions of System businesses to the Fund in that year. We may, through the Fund, furnish you with approved local marketing plans and materials on the

same terms and conditions as we impose on plans and materials we furnish to other System franchisees. Upon written request, we will provide you an annual unaudited statement of the receipts and disbursements of the Fund for the most recent calendar year.

3. We may periodically assist franchisees in maintaining high quality standards by conducting customer surveys, customer interviews, and other similar initiatives (“Surveys”). The cost of such programs will be paid from the Fund. The cost of these programs may be charged directly to you if your results from a Survey fall below System-established minimum standards for such Surveys.

4. We have the right to reimburse ourselves from the Fund contributions for such reasonable costs and overhead, if any, as we may incur in activities reasonably related to the direction and implementation of the Fund.

B. Local Advertising and Business Promotion. In addition to the Brand Fund Contribution due under Section 11(A) above, you will spend at least one-half percent (0.5%) of Gross Margin during each calendar month on “approved” Business advertising and promotional activities. Within ninety (90) days after the end of your fiscal year you will provide us with an accounting of the funds that you have spent for approved local advertising for the preceding calendar year. If you fail to spend the minimum amount required under this Section during the calendar year for approved local advertising, you will deposit with us the difference between what you should have spent for approved advertising during the calendar year and what you actually spent for approved advertising during the calendar year. We will deposit that amount in the Fund or spend it in the Territory. For purposes of this Section, Business advertising and promotional activities are “approved” if they comply with Section 11(E) below.

C. Cooperative Advertising. While we currently have not established any regional advertising cooperatives, we reserve the right to do so in the future and you must participate in, support and contribute a proportionate share, but no more than an amount equal to one-half percent (0.5%) of the Gross Margin for the Business, of the cost of regional cooperative advertising programs we designate. We have the right to require that a purchasing and distribution cooperative, an advertising cooperative, and/or a franchisee advisory council be formed, changed, dissolved or merged and to establish the bylaws and other rules under which such groups will operate. Your contributions to regional and local advertising cooperatives will be credited toward your local advertising obligations described in Section 11(B) above.

D. Online Directory Advertising. You must, at your expense, list and advertise the Business in the online directories we direct, using our standard forms of listing. The cost of advertising will be credited towards your local advertising obligations as described in Section 11(B) above.

E. Approved Advertising, Media Plans and Business Promotion Materials. We may develop, and make available to you, local business media planning assistance. If we do so, you must use our recommended media plan in promoting the Business or otherwise develop, and obtain our advance written approval to, an alternative media/promotion plan. In addition, you will use only our approved advertising and promotional materials approved by us in promoting the Business. If you desire to use any advertising or promotional materials in promoting the Business which we previously have not approved, you must obtain written approval from us before using any such materials, which approval will not be unreasonably withheld. If we do not respond within fifteen (15) days from the date we receive your proposed materials, the materials are deemed disapproved. If we later determine that your advertising materials do not satisfy our then-current advertising and promotional standards, you will immediately cease using such materials upon written notice from us.

F. Participation in Certain Programs and Promotions. You will use your best efforts to promote and advertise the Business and will participate in all advertising and promotional programs we establish in the

manner we direct. You will have the right to advertise and sell your products at the prices you determine, provided such prices are consistent with our general marketing and advertising guidelines.

G. Territorial Advertising Restriction. You are not permitted to solicit customers and/or advertise outside your Territory, except to the extent that you have received our prior written authorization, which we may withhold at our sole discretion. We may condition our authorization upon your agreement to offer System franchisees that are operating a Business in territories encompassed by the circulation base of the proposed advertising the opportunity to participate in, and share the expense of, such solicitation and/or advertising. The language in this Section is subject to the National Account language set forth in Section 2(D) of this Agreement. You may not advertise the Business or any products or services offered by the Business via the Internet or any other means of e-commerce without our prior written consent.

12. RECORDS AND REPORTS

A. Accounting and Records. During the term of this Agreement, you will, at your expense, maintain and retain for a minimum of seven (7) years from the date of their preparation, complete and accurate books, records and accounts (using such methods of bookkeeping and accounting as we may require) relating to the Business (the "Records"), in the form and manner we direct in the Operations Manual or otherwise in writing. Additionally, while we are the employer of record for your Temporary Staffing Associates, you will maintain and develop the Client relationship for placement of your Temporary Staffing Associates. You must provide us with all reports, forms and documents we request in connection with the placement of Temporary Staffing Associates and Direct Hires with Clients.

You must use any accounting and/or recordkeeping software we designate. The Records will include the following: (i) daily cash reports; (ii) cash receipts journal and general ledger; (iii) cash disbursements journal and weekly payroll register; (iv) monthly bank statements and daily deposit slips and canceled checks; (v) all tax returns relating to the Business and of each of the Principal Owners; (vi) suppliers' invoices (paid and unpaid); (vii) semi-annual balance sheets and monthly profit and loss statements; and (viii) such other records and information as we periodically may request. You will be permitted to preserve Records and submit reports electronically, consistent with our requirements.

B. Reports and Tax Returns. You must complete and grant us access to the following: (i) weekly sales reports relating to Gross Revenue; (ii) by the tenth (10th) of each month monthly financial statements for the previous month that include a complete profit and loss statement and a balance sheet; (iii) within ninety (90) days after the end of each fiscal year, an annual profit and loss statement and source and use of funds statement for the Business for the year and a balance sheet for the Business as of the end of the year, which must be reviewed by an independent certified public accountant; (iv) within thirty (30) days after they are filed, a copy of your income tax returns, sales tax returns and payroll tax returns; and (v) such other reports as we may from time to time require, in the form and at the time we prescribe. Your fiscal year must be on a calendar year basis. You also will provide to us copies of all Records and other information and supporting documents as we designate. All financial statements, reports and information must be on forms we approve and signed and verified by you. We will have full access to all of your data, system, and related information by means of direct access, whether in person, or by telephone/modem installed and maintained at your sole expense. We have the right to disclose data derived from the reports you furnish to us in our Franchise Disclosure Document.

13. INSPECTION AND AUDITS

A. Our Right to Inspect the Business. To determine whether you are complying with this Agreement, we may, at any time during business hours and without prior notice to you, inspect the Business. You will fully cooperate with our representatives making any inspection and will permit our representatives

to take photographs or videotapes of the Business and to interview employees, GW Customers of the Business.

B. Our Right to Examine Books and Records. We may, at all reasonable times and without prior notice to you, examine, audit, or request copies of the Records, including the books, records and state and/or federal income tax records and returns of any Principal Owner. You must maintain all Records and supporting documents at all times at the Business premises. You will make financial and other information available at a location we reasonably request, and will allow us (and our agents) full and free access to any such information at the Business.

You also must make copies of any Records we request and deliver those Records to us or our designee. You otherwise will fully cooperate with our representative and independent accountants hired to conduct any examination or audit.

C. Result of Audit; Unreported Gross Revenues. If any examination or audit discloses an understatement of Gross Revenue, you will pay to us, within fifteen (15) days after receipt of the examination or audit report, the Franchisor Share and any Brand Fund Contributions due on the amount of the understatement, plus interest (at the rate provided in Section 9(M) above) from the date originally due until the date of payment. You must reimburse us 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 our employees, if: (i) an examination or audit is necessary because you failed to timely provide required information; or (ii) any examination or audit results in a determination that Gross Margin for any month are understated by greater than three percent (3%). The foregoing remedies are in addition to all other of our remedies and rights under applicable law.

14. COVENANTS

A. Non-Solicitation of Customers/Employees. During the term of this Agreement, and for a period of twenty four (24) months thereafter, neither you, your officers, directors, principals, or Branch Manager, nor any member of the immediate family of you or your officers, directors, principals, or Branch Manager may, directly or indirectly: (i) divert or attempt to divert any business, account, or GW Customer of the Business or of any other System businesses or the System to any competing business; (ii) employ or seek to employ any person employed by you or us, or any other person who is at that time operating or employed by or at any other System business, or otherwise directly or indirectly induce such persons to leave their employment; (iii) attempt to copy the Business in a way that uses the Confidential Information; (iv) perform any act injurious or prejudicial to the goodwill associated with us or the System; or (v) use any information regarding the GW Customers for the direct or indirect purpose of providing Competing Services (as defined in Section 14(B) below).

B. Covenant Not To Compete During Term. During the term of this Agreement, neither you, your officers, directors, principals, or Branch Manager, nor any member of the immediate family of you or your officers, directors, principals, or Branch Manager may, directly or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, maintain, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, lend money to, extend credit to, or assist any person or entity engaged in any business that provides staffing and/or recruiting services ("Competing Services"), except: (i) with our prior written consent; or (ii) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities.

C. Post-Term Covenant Not To Compete. For a period of twenty four (24) months after this Agreement expires or is terminated or the date on which you cease to conduct the business franchised under

this Agreement, whichever is later, neither you, your officers, directors, principals, or Branch Manager, nor any member of the immediate family of you or your officers, directors, principals, or Branch Manager may, directly or as an employee, agent, consultant, partner, officer, director or shareholder of any other person, firm, entity, partnership or corporation, own, maintain, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, lend money to, extend credit to, or assist any person or entity engaged in any business that provides Competing Services or any other related business that is competitive with or similar to an GIGWORX[®] business that is (i) located at the Authorized Location, (ii) within a twenty-five (25) mile radius of the Territory or the territory of any other then-existing GIGWORX[®] business; provided, however, that this Section 14(C) will not apply to: (i) other GIGWORX[®] businesses that you operate under GIGWORX[®] franchise agreements; or (ii) the ownership of securities listed on a stock exchange or traded on the over-the-counter market that represent one percent (1%) or less of that class of securities.

You agree that the length of time in Section 14(C) above will be tolled for any period during which you are in breach of the covenants or any other period during which we seek enforcement of this Agreement. The parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement.

15. ASSIGNMENT

A. By Us. This Agreement is fully assignable by us and benefits our successors and assigns. Any such assignment will require the assignee to fulfill our obligations under this Agreement.

B. Your Assignment to Corporation or Limited Liability Company. If you are an individual and desire to assign your rights under this Agreement to a corporation, partnership or limited liability company, we may consent to such transfer provided: (i) the corporation, partnership, or limited liability company is newly organized and its activities are confined to operating the Business; (ii) you are, and at all times remain, the owner of 51% of the outstanding shares of the corporation or a controlling interest in the limited liability company or partnership; (iii) you and all Principal Owners of the assignee entity sign the Personal Guaranty attached hereto as Exhibit C; (iv) you provide us fifteen (15) days' prior written notice before the proposed date of assignment of this Agreement to the corporation or limited liability company; (v) you provide to us a certified copy of the articles of incorporation, operation agreement, organizational documents, a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the assignee entity; (vi) the organizational documents and all issued and outstanding stock or membership certificates will bear a legend, in a form acceptable to us, reflecting or referring to the assignment restrictions stated in Section 15(C) below; and (vii) the corporation, partnership, or limited liability company agrees in writing to assume all of your obligations hereunder. You will not pay a transfer fee for an assignment under Section 15(B).

C. Your Assignment or Sale of Substantially All of Your Assets. You understand that we have granted the franchise under this Agreement in reliance upon your individual or collective character, aptitude, attitude, business ability and financial capacity. You (and your Principal Owners) shall not sell, transfer, assign or encumber your interest in the Business without our prior written consent. Any sale, transfer, assignment or encumbrance made without our prior written consent shall be voidable at our option and shall subject this Agreement to termination as specified herein. A sale, transfer or assignment requiring our prior written consent shall be deemed to occur: (i) if you are a corporation, upon any assignment, sale, pledge or transfer of any fractional portion of your voting stock or any increase in the number of outstanding shares of your voting stock that results in a change of ownership; (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any fractional partnership ownership interest; or (iii) if you are a limited liability company, upon the assignment, sale, pledge or transfer or any interest in the limited liability company. Any new partner, shareholder, or member or manager will be required to personally guarantee

your obligations under this Agreement. We will not unreasonably withhold our consent to an assignment, provided you comply with any or all of the following conditions which we may deem necessary:

1. All of your accrued monetary obligations to us and our affiliates have been satisfied, and you otherwise are in good standing under this Agreement;
2. The transferee-franchisee (or the managing Principal Owners, if applicable) is approved by us and demonstrates to our satisfaction that he/she meets our managerial, financial and business standards for new franchisees, possesses a good business reputation and credit rating, and has the aptitude and ability to conduct the Business. You understand that we may communicate directly with the transferee-franchisee during the transfer process to respond to inquiries, as well as to insure that the transferee-franchisee meets our qualifications;
3. The transferee-franchisee signs our then-current standard form of franchise agreement;
4. The transferee-franchisee successfully completes the initial training program required of new franchisees and, at our option, pays us our then-current training fee;
5. If required, the lessor of the Business premises consents to your assignment or sublease of the premises to the transferee-franchisee;
6. You pay us a ten-thousand-dollar (\$10,000) transfer fee. There is not a transfer fee due upon transfer to heirs or immediate family members;
7. You (and each Principal Owner, if applicable) sign a general release, in form and substance satisfactory to us, of any and all claims against us and our affiliates, officers, directors, employees and agents, except to the extent limited or prohibited by applicable law;
8. We approve the material provisions of the assignment or sale of assets which assignment or sale cannot permit you to retain a security interest in this Agreement or any other intangible asset and you or franchisee-transferee shall provide us with a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including franchisee-transferee's assumption of and agreement to faithfully perform all of your obligations under this Agreement;
9. You must cure all existing defaults under this Agreement, or any other agreement between you and us, our affiliates, or our designated/approved suppliers and vendors, within the period permitted for cure and you must have substantially complied with such agreements during their respective terms;
10. You (and each Principal Owner, if applicable) sign an agreement, in form satisfactory to us, in which you and each Principal Owner covenants to observe the post-termination covenant not to compete and all other applicable post-termination obligations;
11. The transferee-franchisee must obtain, within the time limits set by us, and maintain thereafter, all permits and licenses required for the operation of the Business;
12. The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;

13. The purchase price and terms of the proposed transfer are not so burdensome to the prospective franchisee-transferee as to impair or materially threaten the future operation of the Business and performance under the franchise agreement;

14. You must request that we provide the prospective transferee-franchisee with our current form of disclosure document and we shall not be liable for any representations not included in the disclosure document;

15. Our approval of the transfer shall not constitute a waiver of any claims we may have against the transferring party;

16. We shall have the right to disclose to any prospective transferee-franchisee such revenue reports and other financial information concerning you and your Business as you have supplied us hereunder; and

17. In any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.

D. Your Death or Disability. If you (or the managing Principal Owner) die or are permanently disabled, your executor, administrator or other personal representative, or the remaining Principal Owners, must appoint a competent Branch Manager acceptable to us within a reasonable time, not to exceed thirty (30) days, from the date of death or permanent disability. The appointed Branch Manager must satisfactorily complete our designated training program. If a Branch Manager we approve of is not appointed within thirty (30) days after your death or permanent disability, we may, but are not required to, immediately appoint a Branch Manager to maintain Business operations on your behalf until an approved assignee can assume the management and operation of the Business, or we may (but are not required to) operate your Business on your behalf and at your expense for such period of time (and under such terms and conditions) as we determine. Our appointment of a Branch Manager or operational take-over does not relieve you of your obligations, and we will not be liable for any debts, losses, costs or expenses incurred in operating the Business or to any of your creditors for any products, materials, supplies or services purchased by the Business while it is managed by our appointed Branch Manager. We may charge a reasonable fee for management services and may cease to provide management services at any time. You (and/or your estate) will indemnify us against any costs and/or liabilities incurred by us in connection with, or related in any way to, the operation (or otherwise) of the Business.

Furthermore, if you (or the managing Principal Owner) die or are permanently disabled, such person's legal representative will have the right to continue the operation of the Business as franchisee under this Agreement if: (i) within one hundred eighty (180) days from the date of death, disability or incapacity (the "180-Day Period"), such person has furnished a personal guaranty of any corporation, partnership, or limited liability company your obligations to us and our affiliates; and (ii) such person successfully completes our training program (which we will provide at our then-current tuition rate).

E. Public or Private Offerings. Subject to Section 15(C) above, if you (or any of your Principal Owners) desire to raise or secure funds by the sale of securities (including common or preferred stock, bonds, debentures or general or limited partnership interests) in you or any of your affiliates, you agree to submit to us any written information we request before its inclusion in any registration statement, prospectus or similar offering circular or memorandum and must obtain our written consent to the method of financing before any offering or sale of securities. Our written consent will not imply or represent our approval respecting the method of financing, the offering literature submitted to us or any other aspect of the offering. No information respecting us or any of our affiliates will be included in any securities disclosure document, unless we furnish the information in writing in response to your written request, which

request will state the specific purpose for which the information is to be used. Should we object to any reference to us or any of our affiliates in the offering literature or prospectus, the literature or prospectus will not be used unless and until our objections are withdrawn. We assume no responsibility for the offering.

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

“NEITHER GIGWORX FRANCHISING, LLC NOR ANY OF ITS AFFILIATES IS DIRECTLY NOR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER GIGWORX FRANCHISING, LLC NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY RESPECTING THIS OFFERING AND/OR THE ADEQUACY OR ACCURACY OF THE INFORMATION CONTAINED HEREIN. NEITHER GIGWORX FRANCHISING, LLC NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION RESPECTING THE INVESTMENT CONTEMPLATED BY THIS OFFERING.”

F. Our Right of First Refusal. If you or your Principal Owners at any time during the term of this Agreement desire to sell or assign for consideration the franchise, the Business, any ownership interest in you or all or substantially all of your assets, you or your Principal Owners must obtain a bona fide, executed written offer from a responsible and fully disclosed purchaser and must deliver a copy of the offer to us. We have the right, exercisable by written notice delivered to you or your Principal Owners within thirty (30) days following receipt of the proposed offer, to purchase the interest in the Business or your ownership interest for the price and on terms contained in the offer. We may substitute cash for any non-cash form of payment proposed in the offer and will have a minimum of sixty (60) days to prepare for closing. If we do not exercise our right of first refusal, you or your Principal Owners may complete the sale to the proposed purchaser under the terms of the offer, provided you and the Principal Owners otherwise comply with this Section 15. If the sale to the proposed purchaser is not completed within one hundred twenty (120) days after delivery of the offer to us, or if there is a material change in the terms of the sale, we again have the right of first refusal.

G. Guaranty. All Principal Owners of you, if you are a corporation, partnership or other entity, will sign the Guaranty and Assumption Agreement in the form attached to this Agreement as Exhibit C (the “Guaranty Agreement”). Any person or entity that at any time after the date of this Agreement becomes a Principal Owner of you under the provisions of this Section 15 or otherwise will, as a condition of becoming a Principal Owner, sign the Guaranty Agreement. You will furnish to us at any time upon reasonable request a certified copy of the Articles of Incorporation or Articles of Organization and a list, in a form we reasonably require, of all shareholders or members of record and all persons having a beneficial interest in any corporation or other entity that is or becomes a franchisee. Additionally, the spouse of each person required to sign the Guaranty Agreement must sign the Spouse Confidentiality and Restrictive Covenant Agreement attached to this Agreement as Exhibit E-2.

16. OUR TERMINATION RIGHTS

A. Automatic Termination. This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

1. Voluntary Bankruptcy. If you make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Business.

2. Involuntary Bankruptcy. If proceedings are commenced to have you adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for you or the Business without your consent, and the appointment is not vacated within sixty (60) days.

3. Unauthorized Transfer. If you purport to sell, transfer or otherwise dispose of you or any interest in this Agreement or the Business in violation of Section 15 hereof.

B. With Notice and Without Opportunity to Cure. We have the right to terminate this Agreement upon notice without providing you an opportunity to cure for any of the following breaches or defaults:

1. Criminal Acts. If you or your principals are convicted of or plead guilty or no contest to a felony, or other offense related to the operation of the Franchised Business or which we believe, in our sole discretion, is likely to have an adverse effect on the Trademarks or the goodwill associated therewith.

2. Fraud. If you or your principals commit any fraud or misrepresentation in the operation of Business.

3. Misrepresentation. If you or your principals make any misrepresentation or omission in connection with your franchise application, including but not limited to any financial misrepresentation.

4. Failure to Complete Training. If you fail to complete initial training program.

5. Repeated Breaches. If we send you two (2) or more written notices to cure pursuant to Sections 16(C) or 16(D) hereof in any twelve (12) month period, regardless of whether the defaults set forth in the notices were subsequently cured.

6. Breach of Other Agreements. If you or your principals materially breach any other agreement with us or any of its affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure.

7. Misuse of the Trademarks or Confidential Information. If you or your principals materially violate any provision hereof pertaining to Trademarks or Confidential Information or misuse the Trademarks or Confidential Information.

8. Violation of In-Term Restrictive Covenant. If you violate the in-term restrictive covenant contained in Sections 14(A) or 14(B).

9. Liens. If a levy of writ of attachment or execution or any other lien is placed against you or any of your principals or any of their assets which is not released or bonded against within thirty (30) days.

10. Insolvency. If you or any of your principals become insolvent.

11. Abandonment. If you voluntarily or otherwise abandon the Business. The term “abandon” includes any conduct which indicates a desire or intent to discontinue the Business in accordance

with the terms of this Agreement and will apply in any event you fail to operate the Business for a period of five (5) or more consecutive days without our prior written approval.

12. Unauthorized Products or Services. If you offer any unauthorized and unapproved products or services at or from the Business.

13. Unapproved Purchases. If you order or purchase supplies, signs, furnishings, fixtures, equipment or inventory from a supplier which we have not approved.

14. Proprietary Software. If you misuse or make unauthorized use of any Proprietary Software we may now or in the future develop for use in connection with the System.

15. Insurance. If you fail to maintain insurance or to repay us for insurance paid for by us, or otherwise fail to adhere to the requirements of Section 10(Q).

16. Government Regulations. If you fail, within fifteen (15) days after notification of non-compliance by federal, state or local government authorities, to comply with any law or regulation applicable to the Business.

17. Government Actions. If any government action is taken against you that results in any obligation upon us which in our sole judgment is uneconomical, not in the best interests of us, or would result in us having an unintended relationship or obligation.

18. Anti-Terrorist Activities. If you fail to comply with the provisions of Section 20(N).

19. Personal Use of Business Property. If you take for your own personal use any assets or property of the Business, including employee taxes, FICA, insurance or benefits.

20. Insufficient Funds. If there are insufficient funds in your bank account to cover a check or electronic funds transfer payment to us two (2) or more times within any twelve (12) month period.

21. Deception. You willfully deceive GW Customers relative to the source, nature or quality of services provided.

22. Unapproved Website. You develop or use an unapproved website in connection with the Business or otherwise conduct any unauthorized activity on the Internet in violation of Section 6(C) above.

23. Failure to Comply with Minimum Performance Requirements. You fail to meet your minimum performance requirements as outlined in Section 2(E) on two (2) or more occasions.

C. Upon 15 Days' Notice to Cure. We have the right to terminate this Agreement if any of the following defaults remain uncured after expiration of a fifteen (15) day cure period:

1. Nonpayment. If you fail to pay as and when due any sums owed to us, any of our affiliates, or any of our approved suppliers or vendors.

2. Endorsement of Checks. If you fail to immediately endorse and deliver to us any payments due to us from any third party that is erroneously made to you.

3. Failure to Open. If you fail to commence operations of the Business within the time periods prescribed in Section 4(E) of this Agreement.

4. Interruption of Service. If you fail to maintain the prescribed months, days or hours of operation at the Business.

5. Failure to Personally Supervise Business Operations. If you fail, in our sole discretion, to personally supervise day-to-day operations of the Business or fails to employ a sufficient number of qualified, competent personnel as we prescribe.

6. Quality Control. If you fail to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual.

7. Other Conduct Reflecting Adversely on System. If you conduct yourself in a manner that, although not criminal, reflects adversely on the System, the Trademarks, or the products offered through the System.

8. Licenses and Permits. If you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of Business.

D. Upon 30 Days' Notice to Cure. We have the right to terminate this Agreement after providing notice and a thirty (30) day period to cure if you fail to perform or comply with any one or more of the terms or conditions of this Agreement, the Operations Manual, or any ancillary agreements between you and us or our affiliates.

E. Nonwaiver. Our delay in exercising or failing to exercise any right or remedy under this Agreement or our acceptance of any late or partial payment due hereunder will not constitute a waiver of any of our rights or remedies against you.

F. Step In Rights. In addition to our right to terminate this Agreement, and not in lieu of such right, or any other rights, we may have against you, upon a failure to cure any default within the applicable time period (if any), we have the right, but not the obligation, to exercise complete authority with respect to the operation of the Business until such time as we determine, in our sole discretion that the default has been cured, and you are otherwise in compliance with this Agreement. In the event we exercise the rights described in this Section, you must reimburse us for all reasonable costs and overhead, if any, incurred in connection with our operation of your Business including, without limitations, costs of personnel for supervising and staffing the Business and their travel and lodging accommodations. If we undertake to operate the Business pursuant to this Section, you agree to indemnify and hold us (and our representative(s) and employees) harmless from and against any fines, claims, suits or proceedings which may arise out of our operation of the Business.

17. YOUR OBLIGATIONS UPON TERMINATION

A. Post-Term Duties. If this Agreement expires and is not renewed or is terminated for any reason you will:

1. cease immediately all operations under this Agreement;
2. within ten (10) days after termination, pay all amounts due and owing to us, our affiliates and our vendors, including all Franchisor Share fees, Brand Fund Contributions and accrued interest due under this Agreement;

3. discontinue using, and return to us by first class prepaid United States mail any hard copies of, the Operations Manuals and any other manuals, advertising materials, and all other printed materials relating to the operation of the Franchise;
4. immediately cease using all telephone and facsimile numbers and listings, as well as any permitted domain names, social media sites or email addresses, used in connection with the operation of the Business (collectively, the “Assigned Property”), and direct the telephone company, domain name registrar, or other applicable third party to transfer all such Assigned Property to us or our designee pursuant to the Conditional Assignment of Telephone Numbers and Domain Name attached hereto as Exhibit D, which must be signed by you upon execution of this Agreement;
5. remove from the Business premises and at our option destroy or return to us all signs, posters, fixtures, decals, wall coverings, stationery, and other materials that are distinctive of a Business or bear the name “GigWorx” or other Trademarks or any name or mark substantially similar to any Trademark and discontinue immediately the use of the Trademark and cease immediately to hold yourself out as our franchisee or as otherwise affiliated with the System;
6. discontinue using the Proprietary Software, including the return of all materials relating to the Proprietary Software, and provide us or our designee with full access to your Computer System hard drive to delete the Proprietary Software and related content;
7. take such action as will be necessary to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Trademarks we licensed to you and furnish us evidence satisfactory to us of compliance with this obligation within fifteen (15) days after the termination, expiration or transfer of this Agreement;
8. immediately cease using Confidential Information and return to us all documents, including those documents in electronic format, that contain Confidential Information;
9. make such changes and modifications to the exterior and interior appearance of the Business premises that we designate including, but not limited to: (i) repainting the premises with totally different colors; (ii) removing all signs and other materials bearing the name “GigWorx” and other Trademarks; (iii) removing from the premises all fixtures which are indicative of System businesses; (iv) taking such other action, at your expense, as we may reasonably require.
10. cease using all Customer Data or communicate with any GW Customers;
11. cease to use in advertising or in any other manner, any methods, procedures or techniques associated with us or the System;
12. permit us to make final inspection of your financial records, books, and other accounting records within one (1) month of the effective date of termination, expiration, or transfer; and
13. execute from time to time any necessary papers, documents, and assurances to effectuate the intent of this Section 18; and
14. comply with all other applicable provisions of this Agreement, including the non-compete provisions.

Upon termination of this Franchise Agreement for any reason, your right to use the name “GigWorx” and the other Trademarks and the System will immediately terminate and you (and the Principal Owners) will not in any way associate yourself/themselves as being associated with us. If you fail to immediately initiate modifications to the premises of the former Business or complete such modifications within any period of time we deem appropriate, you agree that we or our designated agents may enter the premises of the former Business to make such modifications, at your risk and expense, without responsibility for any actual or consequential damages to your property or others, and without liability for trespass or other tort or criminal act.

B. Our Option To Purchase Business. If this Agreement expires or is terminated for any reason, we have the option, upon thirty (30) days’ written notice from the date of expiration or termination, to purchase from you all the tangible and intangible assets relating to the Business (excluding any unsalable inventory, cash, short-term investments and accounts receivable) (collectively, the “Purchased Assets”) and to obtain an assignment of your lease for (i) the Business premises (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as your lease) and (ii) any other tangible leased assets used in operating the Business. We may assign this option to purchase and assignment of leases separate and apart from the remainder of this Agreement.

The purchase price for the Business will be the “Book Value” (as defined below) of the Purchased Assets. “Book Value” means the net book value of the Purchased Assets, as disclosed in the last quarterly statement of the Business provided to us under Section 12(B) before termination or expiration, provided, however, that: (i) each depreciable asset will be valued on a “straight-line” basis without provision for salvage value; (ii) we may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Agreement; and (iii) we may exclude from Book Value any provision for goodwill or similar value attributable to intangible property. If we are not satisfied with the accuracy or fairness of any financial statements, or none has been submitted, our regularly employed firm of certified public accountants will determine (by audit) the Book Value. We and you will equally bear the cost of the audit. The results of the audit will be final and binding on both parties.

The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur no later than sixty (60) days after we deliver notice of our election to purchase the Business, unless Book Value is determined by audit, in which case the closing will occur within a reasonable time, not to exceed sixty (60) days, after the results of the audit are made available. At the closing, you will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to us or our designee and such other documents we may reasonably request to permit us to operate the Business without interruption. We may set off against and reduce the purchase price by all amounts you owe to us or any of our affiliates. If we exercise our option to purchase the Business, we may, pending the closing, appoint a manager to maintain Business operations.

C. Continuing Obligations. All obligations of us and you which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect following its expiration or termination and until they are satisfied or expire.

D. Damages, Costs, and Expenses. In the event of termination for any default by you, you will promptly pay to us all damages, costs and expenses, including reasonable attorneys’ fees, incurred by us as a result of the default, which obligation will give rise to and remain, until paid in full, a lien in favor of us against any and all of your personal property, furnishings, equipment, signs, fixtures and inventory related to the operation of the Business.

18. DISPUTE RESOLUTION

A. Choice of Law. This Agreement will be governed by and construed in accordance with the laws of the State of Montana (without reference to its conflict of laws principals).

B. Internal Dispute Resolution. You must first bring any claim or dispute between you and us to our President and/or Chief Executive Officer, after providing notice as set forth in Section 19(F) below. You must exhaust this internal dispute resolution procedure before you may bring your dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

C. Mediation. At our option, all claims or disputes between you and us or our affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between you and us or our affiliates, or any of the parties' respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 19(B) above, must be submitted first to non-binding mediation, in or closest to Bozeman, Montana under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against us or our affiliates with respect to any such claim or dispute, you must submit a notice to us, which specifies, in detail, the precise nature and grounds of such claim or dispute. We will have a period of thirty (30) days following receipt of such notice within which to notify you as to whether we or our affiliates elect to exercise the option to submit such claim or dispute to mediation. You may not commence any action against us or our affiliates with respect to any such claim or dispute in any court unless we fail to exercise our option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated as the result of a written declaration either: (i) of the mediator(s) that further mediation efforts are not worthwhile; or (ii) by us. Our rights to mediation, as set forth herein, may be specifically enforced by us. Each party will bear its own cost of mediation and we and you will share mediation costs equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties will not be required to first attempt to mediate a controversy, dispute, or claim through mediation as set forth in this Section 19(C) if such controversy, dispute, or claim concerns an allegation that a party has violated (or threatens to violate, or poses an imminent risk of violating): (i) any federally protected intellectual property rights in the Trademarks, the System, or in any Confidential Information; (ii) any of the restrictive covenants contained in this Agreement, or (iii) any claim for unpaid amount due under this Agreement.

D. Selection of Venue. Nothing contained in this Agreement will prevent us from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect our interests. Notwithstanding the foregoing, the parties expressly agree to the jurisdiction and venue of any state court of general jurisdiction nearest to Bozeman, Montana, and the jurisdiction and venue of the United States District Court presiding over Bozeman, Montana. You acknowledge that this Agreement has been entered into in the State of Montana and that you are to receive valuable and continuing services emanating from our headquarters in Bozeman, Montana, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, you hereby irrevocably consent to the personal jurisdiction of the state and federal courts of Bozeman, Montana set forth above. The parties agree that all proceedings, whether litigation or mediation, will be conducted on an individual, not a class-wide basis, and that any proceeding between you or your principals and guarantors and us or your principals, affiliates or employees may not be consolidated with any other proceeding between us and any other person or entity.

E. Third Party Beneficiaries. Our officers, directors, shareholders, agents and/or employees are express third party beneficiaries of the provisions of this Agreement, including, but not limited to, the

mediation provision set forth in this Section 19, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by you.

F. Prior Notice of Claims. As a condition precedent to commencing an action for damages or for violation or breach of this Agreement, you must notify us within thirty (30) days after the occurrence of the violation or breach, and failure to timely give such notice will preclude any claim for damages.

G. No Right to Offset. You are prohibited from withholding all or any part of any payment to us or any of its affiliates on the grounds of our alleged nonperformance or as an offset against any amount we or any of our affiliates allegedly may owe you under this Agreement or any related agreements.

H. Injunctive Relief. Nothing in this Agreement will prevent us from seeking to obtain injunctive relief, without posting a bond, against threatened conduct that will cause us loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, your only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, you expressly waive all claims for damages you incurred as a result of the wrongful issuance.

I. Limitation of Action. You further agree that no cause of action arising out of or under this Agreement may be maintained by you against us unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim against us hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off.

1. You hereby waive the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by us, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

J. Waiver of Punitive Damages. You hereby waive to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against us arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, that your recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing language will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

K. THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER WILL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR YOUR PURCHASE FROM US OF THE FRANCHISE AND/OR ANY GOODS OR SERVICES.

19. ENFORCEMENT

A. Severability. All provisions of this Agreement are severable and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein and partially valid and enforceable provisions will be enforced to the extent valid and enforceable. If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the termination of or non-renewal of this Agreement than is required, 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 we prescribe is invalid or unenforceable, the prior notice and/or other action required by law or rule will be substituted for the comparable provisions.

B. Waiver of Obligations. Our waiver of any breach by you, or our delay or failure to enforce any provision of this Agreement, will not be deemed to be a waiver of any other or subsequent breach or be deemed an estoppel to enforce our rights respecting that or any other breach.

C. Rights of Parties are Cumulative. The rights that we and you have are cumulative and no exercise or enforcement by either party of any right or remedy precludes such party from exercising or enforcing any other right or remedy to which such party is entitled by law or equity to enforce.

D. Binding Effect. This Agreement is binding upon the parties and their respective executors, administrators, heirs, assigns, and successors in interest, and will not be modified except by written agreement signed by both you and us. Except as provided above, this Agreement is not intended, and will not be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement.

E. References. If you consist of two (2) or more individuals, such individuals will be jointly and severally liable, and references to you in this Agreement will include all such individuals. Reference to you as neuter or a male will also include a neuter, male or female you as relevant in the context.

F. Interpretation of Rights and Obligations. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement and the relationship between the parties:

1. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

2. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree or are required to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise "reasonable business judgment" in making our decision or exercising our rights. A decision or action by us will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other of our individual interests. Examples of items that will promote or benefit the System include enhancing the value of the Trademarks, improving GW Customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither you nor any third party (including a trier of fact) will substitute their judgment for our reasonable business judgment.

G. Waiver of Punitive Damages. You and we and our affiliates agree to waive, to the fullest extent permitted by law, the right to or a claim for any punitive or exemplary damages against the other and

agree that in the event of any dispute between us, each will be limited to the recovery of actual damages sustained by it.

H. Jury Waiver. All parties hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement, and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.

I. Force Majeure. If any party fails to perform any obligation under this Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances. Such causes include strikes, wars, riots, civil commotion, and acts of government, except as may be specifically provided for elsewhere in this Agreement.

J. Notice of Our Potential Profit. We advise you that we and/or our affiliates periodically may make available to you goods, products and/or services for use in the Business on the sale of which we and/or our affiliates may make a profit. We further advise you that we and our affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to you or in consideration for services provided or rights license to such persons. You agree that we and our affiliates will be entitled to such profits and consideration.

K. Entire Agreement. The “Introduction” section, the exhibit(s) to this Agreement, and that certain Disclosure Acknowledgment Agreement signed contemporaneously by you are a part of this Agreement, which represents the entire agreement of the parties, and there are no other oral or written understandings or agreements between us and you relating to the subject matter of this Agreement. Nothing in this Agreement is intended to disclaim the representations we made in the Franchise Disclosure Document we provided to you.

L. Anti-Terrorist Activities. You certify that neither you, nor your owners, principals, employees or anyone associated with you are listed in the Annex to Executive Order 13224 (the “Annex”). You agree not to hire or have any dealings with a person listed in the Annex. You certify that you have no knowledge or information that, if generally known, would result in you, your owners, principals, employees, or anyone associated with you being listed in the Annex. You agree to comply with and/or assist us to the fullest extent possible in our efforts to comply with the Anti-Terrorism Laws (as defined below). In connection with such compliance, you certify, represent, and warrant that none of your property or interests is subject to being “blocked” under any of the Anti-Terrorism Laws and that you and your owners or principals are not otherwise in violation of any of the Anti-Terrorism Laws. You are solely responsible for ascertaining what actions must be taken by you to comply with all such Anti-Terrorism Laws, and you specifically acknowledge and agree that your indemnification responsibilities as provided in Section 8(B) of this Agreement pertain to your obligations under this Section 20(N). Any misrepresentation by you under this Section or any violation of the Anti-Terrorism Laws by you, your owners, principals or employees will constitute grounds for immediate termination of this Agreement and any other agreement you have entered into with us or one of our affiliates in accordance with the terms of Section 16(B)(18) of this Agreement. As used herein, “Anti-Terrorism Laws” means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies lists and any other requirements of any governmental authority (including without limitation, the United States Department of Treasury Office of Foreign Assets Control) addressing or in any way relating to terrorist acts or acts of war.

M. **Attorneys' Fees.** If you are in breach or default of any monetary or non-monetary material obligation under this Agreement or any related agreement between you and us and/or our affiliates, and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys' fees, court costs and litigation expenses we incur. If you institute any legal action to interpret or enforce the terms of this Agreement, and your claim in such action is denied or the action is dismissed, we are entitled to recover our reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending against same, and to have such an amount awarded as part of the judgment in the proceeding.

20. NOTICES

Except as otherwise provided in this Agreement, any notice, demand or communication provided for herein must be in writing and signed by the party serving the same and either delivered personally or by a reputable overnight service or deposited in the United States mail, service or postage prepaid, and if such notice is a notice of default or of termination, by registered or certified mail or overnight delivery, and addressed as follows:

1. If intended for us, addressed to GigWorx Franchising, LLC, 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718; with a copy to Daniel Nussbaum, Esq., Fisher Zucker, LLC, 21 S. 21st Street, Philadelphia, Pennsylvania 19103.

2. If intended for you, addressed to you at _____

in either case, to such other address as may have been designated by notice to the other party. Notices for purposes of this Agreement will be deemed to have been received if mailed or delivered as provided in this Section.

21. ACKNOWLEDGEMENTS

A. **No Authority; No Representations.** NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WE AND ANY OF OUR REPRESENTATIVES AND/OR AGENTS WITH WHOM YOU HAVE MET HAVE NOT MADE AND ARE NOT MAKING ANY GUARANTEES AS TO THE EXTENT OF YOUR SUCCESS IN YOUR BUSINESS, AND HAVE NOT AND ARE NOT IN ANY WAY REPRESENTING OR PROMISING ANY SPECIFIC AMOUNTS OF EARNINGS OR PROFITS IN ASSOCIATION WITH YOUR BUSINESS. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE.

B. **Opportunity for Review by Your Advisors.** YOU ACKNOWLEDGE THAT WE HAVE RECOMMENDED, AND THAT YOU HAVE HAD THE OPPORTUNITY TO OBTAIN, REVIEW OF THIS AGREEMENT BY YOUR LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO EXECUTION HEREOF. YOU ACKNOWLEDGE THAT YOU HAVE BEEN GIVEN THE OPPORTUNITY TO CLARIFY ANY PROVISION OF THIS AGREEMENT THAT YOU

MAY NOT HAVE INITIALLY UNDERSTOOD AND THAT WE HAVE ADVISED YOU TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY. YOU ACKNOWLEDGE THAT YOU HAVE CONDUCTED AN INDEPENDENT INVESTIGATION OF THE BUSINESS CONTEMPLATED BY THIS AGREEMENT AND RECOGNIZE THAT IT INVOLVES BUSINESS RISKS WHICH MAKE THE SUCCESS OF THE VENTURE LARGELY DEPENDENT UPON YOUR ABILITIES AND EFFORTS.

C. **Execution of Agreement.** EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. IF YOU ARE A PARTNERSHIP, LLC, OR CORPORATION, THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF SUCH ENTITY WARRANTS TO US, BOTH INDIVIDUALLY AND IN HIS CAPACITY AS PARTNER, MANAGER/MEMBER, OR OFFICER, THAT ALL OF THE PARTNERS OF THE PARTNERSHIP, MANAGERS/MEMBERS OF THE LLC, OR ALL OF THE SHAREHOLDERS OF THE CORPORATION, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE PARTNERSHIP, LLC, OR CORPORATION.

D. **No Personal Liability.** YOU AGREE THAT FULFILLMENT OF ANY AND ALL OF OUR OBLIGATIONS WRITTEN IN THIS AGREEMENT OR BASED ON ANY ORAL COMMUNICATIONS WHICH MAY BE RULED TO BE BINDING IN A COURT OF LAW WILL BE OUR SOLE RESPONSIBILITY AND NONE OF OUR AGENTS, REPRESENTATIVES, NOR ANY INDIVIDUALS ASSOCIATED WITH US WILL BE PERSONALLY LIABLE TO YOU FOR ANY REASON. THIS IS AN IMPORTANT PART OF THIS AGREEMENT. YOU AGREE THAT NOTHING THAT YOU BELIEVE YOU HAVE BEEN TOLD BY US OR OUR REPRESENTATIVES WILL BE BINDING UNLESS IT IS WRITTEN IN THIS AGREEMENT. THIS IS AN IMPORTANT PART OF THIS AGREEMENT. DO NOT SIGN THIS AGREEMENT IF THERE IS ANY QUESTION CONCERNING ITS CONTENTS OR ANY REPRESENTATIONS MADE.

The parties have signed this Agreement on the date stated in the first paragraph.

US:

GigWorx Franchising, LLC,
A Delaware Limited Liability Company

By: _____
Title: _____

YOU:

(If you are a corporation)

Name of Corporation

By: _____
Title: _____

(If you are an individual owner,
you must sign below; if a partnership,
all partners must sign below)

(If you are a limited liability company)

Name of Limited Liability Company

By: _____
Title: _____

**EXHIBIT A
TO FRANCHISE AGREEMENT
AUTHORIZED LOCATION AND TERRITORY**

EXHIBIT A

AUTHORIZED LOCATION, TERRITORY AND SALESPERSONS/RECRUITERS

This Exhibit is attached to and is an integral part of the GIGWORX® Franchise Agreement dated _____, 20__ (the “Franchise Agreement”), between us and you.

1. Authorized Location. We and you agree that the Business will be located at the following premises: _____. You acknowledge that our acceptance of a proposed location does not represent a warranty or representation of any kind as to the suitability of the proposed location for a Franchised Business.

2. Territory. We and you agree that the Business will be located in the following Territory: _____. The Territory constitutes ___ total Territories under the Franchise Agreement. If you purchase multiple Territories, the minimum Gross Margin requirement will begin for each Territory the first full calendar year after you begin operation in that Territory.

3. Salespersons/Recruiters/Branch Manager. You must hire, and maintain in employ, a total of one Branch Manager, one Salesperson and one Recruiter on or before _____. Specifically, you must hire and ensure completion of our initial training program by your Branch Manager, 1 Salesperson and 1 Recruiter on or before _____.

4. Defined Terms. All capitalized terms contained in this Exhibit and not defined herein will have the same meaning as provided in the Franchise Agreement.

US:
GigWorx Franchising, LLC,
A Delaware Limited Liability Company

YOU:
(If you are a corporation or LLC)

Name of Entity

By: _____
Title: _____

By: _____
Title: _____

(If you are an individual owner/partnership
you must sign below)

**ALTERNATIVE EXHIBIT A
TO FRANCHISE AGREEMENT**

**AUTHORIZED LOCATION
(ALTERNATIVE)**

This Exhibit is attached to and is an integral part of the GIGWORX® Franchise Agreement dated _____, 20__ (the “Franchise Agreement”), between us and you.

1. Area for Authorized Location. Within ninety (90) days after the date of the Franchise Agreement, you will select and obtain our acceptance of a location with the provisions of this Exhibit within the following described geographical area (the “Area”): _____

2. Acceptance of Authorized Location and Business Opening. To obtain our acceptance of the proposed Business premises, you must deliver to us a complete site report (containing information we require) for the location at which you propose to establish and operate the Business and which you reasonably believe will satisfy the standardized site selection criteria we establish. The proposed location is subject to our prior written acceptance, which will not be unreasonably withheld. In evaluating the proposed location, we will consider matters we deem material, including demographic characteristics of the proposed location, traffic patterns, parking, the predominant character of the neighborhood, the proximity to other businesses, including other System businesses, and other commercial characteristics, the purchase price or rental obligations and other lease terms for the proposed location, and the size of premises, appearance and other physical characteristics. Within _____ days following our receipt of the complete site report and other materials we request, we will accept or reject (in writing) the location proposed by you for the Business.

YOU ACKNOWLEDGE AND AGREE THAT OUR ACCEPTANCE OF A PROPOSED LOCATION DOES NOT REPRESENT A WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE SUITABILITY OF THE PROPOSED LOCATION FOR A FRANCHISED BUSINESS.

You agree to complete the development of and open your Franchised Business by _____.

3. Termination of Franchise Agreement. We have the right to terminate the Franchise Agreement, effective upon delivery of notice of termination to you, if you fail to obtain approval of a location for the Business within one hundred twenty (120) days after the date of the Franchise Agreement.

4. Territory. We and you agree that the Business will be located in the following Territory: _____ . The Territory constitutes ____ total Territories under the Franchise Agreement. If you purchase multiple Territories, the minimum Gross Margin requirement will begin for each Territory the first full calendar year after you begin operation in that Territory.

5. Salespersons/Recruiters/Branch Manager. You must hire, and maintain in employ, a total of one Branch Manager, one Salesperson and one Recruiter on or before _____. Specifically, you must hire and ensure completion of our initial training program by your Branch Manager, 1 Salesperson and 1 Recruiter on or before _____.

6. Defined Terms. All capitalized terms contained in this Exhibit and not defined in this Exhibit will have the same meaning as provided in the Franchise Agreement.

US:

GigWorx Franchising, LLC
A Delaware Limited Liability Company

YOU:

(If you are a corporation or limited liability company)

Name of Corporation or Limited Liability Company

By: _____
Title: _____

By: _____
Title: _____

(If you are an individual owner, you must sign below; if a partnership, all partners must sign below)

EXHIBIT B
TO FRANCHISE AGREEMENT
ELECTRONIC TRANSFER OF FUNDS FORM

EXHIBIT B TO FRANCHISE AGREEMENT
ELECTRONIC TRANSFER OF FUNDS FORM

ACH AUTHORIZATION

Date: _____

I, the undersigned officer of _____ (“Franchisee”), hereby authorize GigWorx Franchising, LLC or any third party designated by GigWorx Franchising, LLC to withdraw or deposit funds, utilizing the following account, by ACH draft or electronic debit for payment or receipt of funds relating to franchisor share fees, advertising fund contributions, or payment of goods or services. If Franchisee has not established an account for ACH/debit payments as of the execution date of the Franchise Agreement, Franchisee agrees to provide to GigWorx Franchising, LLC the missing information before commencement of the initial training program.

Name on the Account: _____

Address: _____

City, State, Zip: _____

Bank Routing Number: _____

Bank Account Number: _____

Email Confirmation: _____

Signature: _____

Name: _____

Title: _____

EXHIBIT C
TO FRANCHISE AGREEMENT
GUARANTY AND ASSUMPTION OF OBLIGATIONS

EXHIBIT C

GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of the execution of that certain Franchise Agreement of even date (the "Agreement") by GigWorx Franchising, LLC (the "Company," "we" or "us"), each of the undersigned (a "Guarantor") personally and unconditionally guarantees to us, and our successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement that _____ (the "Franchisee" or "you") will timely pay and perform each and every undertaking, agreement and covenant stated in the Agreement; and agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement.

Further, the undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including but not limited to the non-compete provisions in Section 14 and the dispute resolution provisions contained in Section 19 and agree that this Personal Guaranty will be construed as though the undersigned and each of them executed a Franchise Agreement containing the identical terms and conditions of this Franchise Agreement.

Each of the undersigned waives: (1) acceptance and notice of acceptance by us of the foregoing undertaking; (2) notice of demand for payment of any indebtedness; (3) protest and notice of default to any party respecting the indebtedness; (4) any right he/she may have to require that an action be brought against you or any other person as a condition of liability.

Each Guarantor consents and agrees that:

(1) Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, you and your other Guarantors;

(2) Guarantor will make any payment or perform any obligation required under the Franchise Agreement upon demand if you fail to do so;

(3) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of you or any assignee or successor;

(4) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which we may grant to you, including the acceptance of any partial payment or performance, or the compromise or release of any claims;

(5) We may proceed against Guarantor and you jointly and severally, or we may, at our option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against you or any other Guarantor; and

(6) Guarantor will pay all reasonable attorneys' fees and all costs and other expenses we incur in enforcing this Guaranty against Guarantor or any negotiations relative to the obligations hereby guaranteed.

Each of the undersigned has signed this Guaranty as of the same day and year as the Agreement was executed.

GUARANTOR(S) (PERCENTAGE OF OWNERSHIP)

| | |
|-------|-----|
| _____ | () |
| _____ | () |
| _____ | () |
| _____ | () |
| _____ | () |
| _____ | () |

EXHIBIT D
TO FRANCHISE AGREEMENT
CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

EXHIBIT D

CONDITIONAL ASSIGNMENT OF TELEPHONE NUMBERS AND LISTINGS

The undersigned _____, doing business at _____ (“Assignor”), in exchange for valuable consideration provided by GigWorx Franchising, LLC (“Assignee”), the receipt of which is hereby acknowledged:

1. Conditionally assigns to Assignee all current and future telephone numbers, cell phone numbers, fax numbers, and all Internet and other listings including, but not limited to telephone book, Google, Yahoo, LinkedIn, Yelp, Google+, Facebook, Instagram, Pinterest, and Craigslist listings utilized by Assignor in the operation of its Franchised Business.

2. This conditional agreement will become effective automatically upon termination or expiration of Assignor’s franchise agreement for any reason.

3. Assignor agrees to pay the telephone company and/or listings providers on or before the effective date of assignment all amounts owed for the use of the telephone number(s) and listings. Assignor further agrees to indemnify Assignee for any sums Assignee must pay the telephone company and/or listings providers to effectuate this agreement, and agrees to fully cooperate with the telephone company or listing provider and Assignee in effectuating this assignment.

4. Assignor hereby appoints Assignee as its attorney-in-fact to execute and file any such documentation and to do all other lawful acts as are necessary to effectuate the forgoing.

ASSIGNOR:

BY: _____
TITLE: _____

Date: _____

ASSIGNEE:

GIGWORX FRANCHISING, LLC

BY: _____
TITLE: _____

Date: _____

EXHIBIT E
TO FRANCHISE AGREEMENT
CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT

EXHIBIT E-1

CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT (for trained employees and Branch Manager of Franchisee)

In consideration of my being a _____ of _____ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that Franchisee, has acquired the right and license from GigWorx Franchising, LLC (the "Company") to establish and operate a business (the "Business") and the right to use in the operation of the Business the Company's trade names, trademarks and service marks (the "Trademarks") and the Company's unique and distinctive format and system relating to the establishment and operation of Business (the "System"), as they may be changed, improved and further developed from time to time in the Company's sole discretion.

1. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes price lists, vendors, standards and specifications, GW Customer acquisition methods and techniques, systems, methods, specifications, procedures, directions, audio/visual recordings, all software, advertising and publicity material, all information regarding our mode and methods of business and finances, and other methods, techniques and know-how concerning the operation of the Business which may be communicated to you or of which you may be apprised of by virtue of your operation of the Business (the "Confidential Information"). You further acknowledge and agree that all GW Customers solicited by the Business belong to us, and certain compiled lists containing information about current and prospective GW Customers including, (i) names and addresses, Customers, (ii) GW Customers' transaction history with the Business, and (iii) rates charged to GW Customers, are owned solely by us and constitute our Confidential Information. Any and all information, knowledge, know-how, techniques, and other data which the Company designates as confidential will be deemed Confidential Information for purposes of this Agreement.

2. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential will be deemed to be Confidential Information for purposes of this Agreement.

3. As _____ of Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the GigWorx Franchising, LLC Operations Manual (the "Manual") and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will disclose and/or use the Confidential Information only in connection with my duties as _____ of Franchisee, and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. Except as otherwise approved in writing by the Company, I will not, while in my position with Franchisee, for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business which operates or licenses any other Business, except for a Business operating under the System and Trademarks.

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

8. I understand and acknowledge that the Company will have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

9. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. I am aware that my violation of this Agreement will cause the Company and Franchisee irreparable harm; therefore, I acknowledge and agree that Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to Franchisee and the Company, any claim I have against Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

10. This Agreement will be construed under the laws of the State of Montana (without reference to its conflict of laws principals). The only way this Agreement can be changed is in writing signed by both Franchisee and me.

Signature: _____
Name: _____
Address: _____
Title: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____
Name: _____
Title: _____

EXHIBIT E-2
SPOUSE CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT

In consideration of my being a spouse of an owner of _____ (the “Franchisee”), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that Franchisee, has acquired the right and license from GigWorx Franchising, LLC (the “Company”) to establish and operate a business (the “Business”) and the right to use in the operation of the Business the Company’s trade names, trademarks and service marks (the “Trademarks”) and the Company’s unique and distinctive format and system relating to the establishment and operation of Business (the “System”), as they may be changed, improved and further developed from time to time in the Company’s sole discretion.

1. The Company possesses certain proprietary and confidential information relating to the operation of the System, which includes price lists, vendors, standards and specifications, GW Customer acquisition methods and techniques, systems, methods, specifications, procedures, directions, audio/visual recordings, all software, advertising and publicity material, all information regarding our mode and methods of business and finances, and other methods, techniques and know-how concerning the operation of the Business which may be communicated to you or of which you may be apprised of by virtue of your operation of the Business (the “Confidential Information”). You further acknowledge and agree that all GW Customers solicited by the Business belong to us, and certain compiled lists containing information about current and prospective GW Customers including, (i) names and addresses, Customers, (ii) GW Customers’ transaction history with the Business, and (iii) rates charged to GW Customers, are owned solely by us and constitute our Confidential Information. You may divulge Confidential Information only to those of your employees as must have access to it in order to operate the Business. Any and all information, knowledge, know-how, techniques, and other data which the Company designates as confidential will be deemed Confidential Information for purposes of this Agreement.

2. Any and all information, knowledge, know-how, and techniques which the Company specifically designates as confidential will be deemed to be Confidential Information for purposes of this Agreement.

3. As a spouse of an owner of Franchisee, the Company and Franchisee will disclose the Confidential Information to me in furnishing to me the training program and subsequent ongoing training, the GigWorx Franchising, LLC Operations Manual (the “Manual”) and other general assistance during the term of this Agreement.

4. I will not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Business during the term hereof, and the use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

5. The Confidential Information is proprietary, involves trade secrets of the Company, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I will hold in strict confidence all Confidential Information and all other information designated by the Company as confidential. Unless the Company otherwise agrees in writing, I will not disclose and/or use the Confidential Information and will continue not to disclose any such information even after I cease to be in that position and will not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

6. Except as otherwise approved in writing by the Company, I will not, while my spouse is an owner of Franchisee, a party to the Franchise Agreement, and for a period of two (2) years thereafter,

for myself, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation or limited liability company, own, maintain, engage in, be employed by, or have any interest in any other business which operates or licenses any other Business, except for a Business operating under the System and Trademarks.

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

8. I understand and acknowledge that the Company will have the right, in its sole discretion, to reduce the scope of any covenant set forth in this Agreement, or any portion thereof, without my consent, effective immediately upon receipt by me of written notice thereof; and I agree to comply forthwith with any covenant as so modified.

9. The Company is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with Franchisee. I am aware that my violation of this Agreement will cause the Company and Franchisee irreparable harm; therefore, I acknowledge and agree that Franchisee and/or the Company may apply for the issuance of an injunction preventing me from violating this Agreement, and I agree to pay Franchisee and the Company all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to Franchisee and the Company, any claim I have against Franchisee or the Company is a separate matter and does not entitle me to violate, or justify any violation of this Agreement.

10. This Agreement will be construed under the laws of the State of Montana (without reference to its conflict of laws principals). The only way this Agreement can be changed is in writing signed by both Franchisee and me.

Signature: _____
Name: _____
Address: _____
Title: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____
Name: _____
Title: _____

EXHIBIT C
AREA DEVELOPMENT AGREEMENT

AREA DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) entered into this __ day of __, 20__, between: (i) GigWorx Franchising, LLC, a Delaware limited liability company, with its principal business address at 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718 (hereafter “Franchisor”); and (ii) _____, a/an _____ with an address at _____ (hereinafter “Developer”).

Background

A. Franchisor and its affiliate/principals, as a result of the expenditure of time, skill, effort, and money, have developed and own a unique system (the “System”) related to the development and operation of recruiting and staffing businesses that provide, among other services, contract, contract-to-hire, temporary, temporary-to-hire, direct hire, executive search placement and other staffing and talent acquisition services that Franchisor authorizes (collectively, the “Approved Services”), utilizing the System and proprietary marks (each, a “Franchised Business”).

B. Franchisor’s System is comprised of various proprietary and, in some cases, distinguishing elements, including without limitation: proprietary methodology and procedures for the establishment and operation of a Franchised Business; site selection guidance and criteria; specifications for the design, layout and construction of the Franchised Business; standards and specifications for the furniture, fixtures and equipment located within a Franchised Business; established relationships with approved or designated suppliers for certain products and services; and standards and specifications for advertising, bookkeeping, sales and other aspects of operating a Franchised Business. The parties agree and acknowledge that Franchisor may change, improve, further develop, or otherwise modify the System from time to time as it deems appropriate in its discretion. Franchisee hereby acknowledges and agrees that: (i) while the System and Franchisor’s related materials contain information that, in isolated form, could be construed as being in the public domain, they also contain significant proprietary and confidential information which makes the System unique as a whole; and (ii) the combined methods, information, procedures, and theories that make up the total System or are contained in the relevant manuals that are proprietary and confidential.

C. The System and Franchised Businesses are identified by Franchisor’s then-current proprietary marks, as well as certain other trade names, trademarks, service marks and trade dress that Franchisor designates for use in connection with each Franchised Business (collectively, the “Proprietary Marks”), all of which Franchisor may modify, update, supplement or substitute in the future as Franchisor deems appropriate. The parties agree and acknowledge that Franchisor has established substantial goodwill and business value in its Proprietary Marks, expertise, and System.

D. Franchisor grants qualified third parties the right to develop multiple GIGWORX Franchised Businesses within a defined geographical area (the “Development Area”) in accordance with a development schedule that must be strictly adhered to, with each Franchised Business within the Development Area being opened and operating utilizing the Marks and System pursuant to the terms and conditions set forth in a separate form of Franchisor’s then-current franchise agreement (each, a “Franchise Agreement”).

E. Developer recognizes the benefits from receiving the right to operate a Franchised Business and desires to: (i) become a multi-unit operator subject to the terms of this Agreement; and (ii) receive the benefits provided by Franchisor under this Agreement.

F. Developer has applied for the right to open and operate multiple Franchised Businesses within the Development Area as set forth in this Agreement, and Franchisor has approved such application in reliance on Developer’s representations made therein.

G. Developer hereby acknowledges that adherence to the terms of this Agreement, including Franchisor's operations manual and other System standards and specifications, are essential to the operation of all Franchised Businesses and our System as a whole.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. **Development Area.** Franchisor grants Developer the right, and Developer undertakes the obligation, to develop and establish _____ Franchised Businesses within the Development Area defined in Exhibit "A" hereto, provided Developer opens and commences operations of such Franchised Businesses in strict accordance with the mandatory development schedule also set forth in Exhibit "A" (the "Development Schedule") and otherwise subject to the terms and conditions set forth herein. During the term of this Agreement and except as provided herein, Franchisor will not open or operate, or license any third party the right to open or operate, any Franchised Businesses within the Development Area.

2. **Development Fee.** Developer shall pay Franchisor a Development Fee equal to \$_____ (the "Development Fee") for the right to develop the foregoing Franchised Businesses within the Development Area under this Agreement, which is: (i) deemed fully earned upon payment and is not refundable under any circumstances; and (ii) payable in full upon execution of this Agreement.

2.1 The parties agree and acknowledge that the Development Fee is comprised of: (i) the consideration for the territorial rights granted within the Development Area; and (ii) the initial fees payable for the right to own and operate the initial Franchised Business that Developer is granted the right to open within the Development Area under this Agreement (the "Initial Franchised Business") and each additional Franchised Business that Franchisor has granted Developer the right to open hereunder (each, an "Additional Franchised Business").

3. **Initial Franchise Agreement.** Contemporaneous with the execution of this Agreement, Developer must enter into Franchisor's current form of Franchise Agreement for the first Franchised Business that Developer is required to open within the Development Area. In the event Developer is a business entity of any kind, then Developer's principals/owners must each execute the form of personal guaranty attached to the foregoing Franchise Agreement, as well as any additional Franchise Agreements described in Section 4 of this Agreement.

4. **Additional Franchise Agreements.** Developer agrees and acknowledges that it must: (i) enter into Franchisor's then-current form of Franchise Agreement for each Additional Franchised Business that Developer is required to open under this Agreement; and (ii) enter into such Franchise Agreements at such times that are required for Developer to timely meet, and strictly adhere to, its obligations under the agreed upon Development Schedule.

5. **Development Obligations.** Developer must ensure that, at a minimum, Developer: (i) opens and commences operations of each Franchised Business during each development period set forth in the Development Schedule (each, a "Development Period"); and (ii) has the minimum cumulative number of Franchised Businesses open and operating at the expiration of each Development Period. The parties agree and acknowledge that time is of the essence with respect to the foregoing development obligations, and that Developer's failure to comply with the Development Schedule is grounds for immediate termination of this Agreement (and any future development rights granted hereunder).

6. **Term and Termination.**

6.1 This Agreement will commence as of the date it is fully executed and, unless earlier terminated by Franchisor, will end on the earlier of (a) the last day of the calendar month that the final Franchised Business is required to be opened and operating under the Development Schedule or (b) the day the final Franchised Business is open. Upon expiration or termination of this Agreement for any reason, Developer will not have any rights within the Development Area other than the territorial rights granted in connection with any Franchised Businesses that Developer has opened and commenced operating as of the date this Agreement is terminated or expires (under the respective Franchise Agreement(s) that Developer entered into for such Franchised Business(es)).

6.2 Franchisor will have the right, at its option, to terminate this Agreement and all rights granted to Developer hereunder, without affording Developer any opportunity to cure such default, effective upon written notice to Developer, upon the occurrence of any of the following events: (i) if Developer ceases to actively engage in development activities in the Development Area or otherwise abandons its development business for three (3) consecutive months, or any shorter period that indicates an intent by Developer to discontinue development of the Franchised Businesses within the Development Area; (ii) if Developer becomes insolvent or is adjudicated bankrupt, or if any action is taken by Franchisee, or by others against the Developer, under any insolvency, bankruptcy or reorganization act, or if Developer makes an assignment for the benefit of creditors or a receiver is appointed by the Developer; (iii) if Developer fails to meet its development obligations under the Development Schedule for any single Development Period, including any failure to pay any portion of the Development Fee and fails to cure such default within 30 days of receiving notice thereof; and (iv) if any Franchise Agreement that is entered into in order to fulfill Developer's development obligations under this Agreement is terminated or subject to termination by Franchisor, pursuant to the terms of that Franchise Agreement.

7. **Reservation of Rights.** Except as provided in Section 1 of this Agreement, the parties agree and acknowledge that the rights granted in this Agreement are non-exclusive and that Franchisor and its affiliates reserve all other rights not expressly granted to Developer herein.

8. **Sale or Assignment.** Developer's rights under this Agreement are personal and Developer may not sell, transfer, or assign any right granted herein without Franchisor's prior written consent, which may be withheld in its sole discretion. Notwithstanding, if Developer is an individual or a partnership, Developer has the right to assign its rights under this Agreement to a corporation or limited liability company that is wholly owned by Developer according to the same terms and conditions as provided in Developer's initial Franchise Agreement. Franchisor has the right to assign this Agreement in whole or in part in its sole discretion.

9. **Acknowledgment.** Developer acknowledges that this Agreement is not a Franchise Agreement and does not confer upon Developer any rights to use the Franchisor's Marks or System.

10. **Notices.** All notices, requests and reports to be given under this Agreement are to be in writing, and delivered by either hand, overnight mail, or certified mail, return receipt requested, prepaid, to the addresses set forth above (which may be changed by written notice).

11. **Choice of Law.** This Agreement will be governed by the laws of the State of Montana (without reference to its conflict of laws principals).

12. **Internal Dispute Resolution.** Developer must first bring any claim or dispute between Developer and Franchisor to Franchisor's President, after providing Franchisor with notice of and a reasonable opportunity to cure an alleged breach hereunder. Developer must exhaust this internal dispute resolution procedure before bringing a dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

13. **Mediation.** At Franchisor’s option, all claims or disputes between Franchisor and Developer or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisor and Developer or its affiliates, or any of the parties’ respective rights and obligations arising from such agreement, which are not first resolved through the internal dispute resolution procedure set forth in Section 12 above, must be submitted first to mediation, in Bozeman, Montana under the auspices of the American Arbitration Association (“AAA”), in accordance with AAA’s Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Developer must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Developer as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Developer may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor’s rights to mediation, as set forth herein, may be specifically enforced by Franchisor. This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree that there will be no class action mediation.

14. **Injunctive Relief.** Nothing contained in this Agreement herein will prevent Franchisor from applying to or obtaining from any court having jurisdiction, without bond, a writ of attachment, temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor’s interests prior to the filing of any mediation proceeding or pending the trial or handing down of a decision or award pursuant to any mediation proceeding conducted hereunder.

15. **Jurisdiction and Venue.** Subject to Sections 13 and 14 above, the parties expressly agree to the jurisdiction and venue of any state court of general jurisdiction closest to Bozeman, Montana and the jurisdiction and venue of the United States District Court for the District of Montana. Developer acknowledges that this Agreement has been entered into in the State of Montana, and that Developer will receive valuable and continuing services emanating from Franchisor’s headquarters in Montana, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Developer hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Montana set forth above.

16. **Third Party Beneficiaries.** Franchisor’s officers, directors, shareholders, agents and/or employees are express third party beneficiaries of this Agreement and the dispute resolution procedures contained herein, each having authority to specifically enforce the right to mediate claims asserted against such person(s) by Developer.

17. **Jury Trial Waiver.** With respect to any proceeding not subject to mediation, the parties hereby agree to waive trial by jury in any action, proceeding or counterclaim, whether at law or equity, regardless of which party brings suit. This waiver will apply to any matter whatsoever between the parties hereto which arises out of or is related in any way to this Agreement, the performance of either party, and/or Developer’s purchase from Franchisor of the development rights described herein.

18. **Waiver of Punitive Damages.** Developer waives to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) which Developer may have against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that in the event of a dispute, Developer’s recovery will be limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing

provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

19. **Attorneys' Fees.** If either party institutes any judicial or mediation proceeding to enforce any monetary or nonmonetary obligation or interpret the terms of this Agreement and Franchisor prevails in the action or proceeding, Developer will be liable to Franchisor for all costs, including reasonable attorneys' fees, incurred in connection with such proceeding.

20. **Nonwaiver.** Franchisor's failure to insist upon strict compliance with any provision of this Agreement will not be a waiver of Franchisor's right to do so, any law, custom, usage or rule to the contrary notwithstanding. Delay or omission by Franchisor respecting any breach or default will not affect Franchisor's rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Agreement will be cumulative. Franchisor's election to exercise any remedy available by law or contract will not be deemed a waiver or preclude exercise of any other remedy.

21. **Severability.** The parties agree that if any provisions of this Agreement may be construed in two ways, one of which would render the provision illegal or otherwise voidable or unenforceable and the other which would render it valid and enforceable, such provision will have the meaning, which renders it valid and enforceable. The provisions of this Agreement are severable, and this Agreement will be interpreted and enforced as if all completely invalid or unenforceable provisions were not contained herein, and partially valid and enforceable provisions will be enforced to the extent that they are valid and enforceable. If any material provision of this Agreement will be stricken or declared invalid, the parties agree to negotiate mutually acceptable substitute provisions. In the event that the parties are unable to agree upon such provisions, Franchisor reserves the right to terminate this Agreement.

22. **Construction of Language.** The language of this Agreement will be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Developer, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

23. **Successors.** References to "Franchisor" or "Developer" include the respective parties' successors, assigns or transferees, subject to the limitations of Section 8 of this Agreement.

24. **Additional Documentation.** You must from time to time, subsequent to the date first set forth above, at Franchisor's request and without further consideration, execute and deliver such other documentation or agreements and take such other action as Franchisor may reasonably require in order to effectuate the transactions contemplated in this Agreement. In the event that Developer fails to comply with the provisions of this Section, Developer hereby appoints Franchisor as Developer's attorney-in-fact to execute any and all documents on Developer's behalf, as reasonably necessary to effectuate the transactions contemplated herein.

25. **No Right to Offset.** Developer may not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of the alleged nonperformance of Franchisor or any of its affiliates or as an offset against any amount Franchisor or any of its affiliates may owe or allegedly owe Developer under this Agreement or any related agreements.

26. **State Law Applies.** If any provision of this Agreement, including but not limited to its provisions for transfer, renewal, termination, notice of termination, or cure rights, is inconsistent with any valid law or regulation of the state in which Developer's initial Franchised Business is located, then the valid law or regulation of that state applicable to the franchised business will supersede any provision of this Agreement

that is less favorable to Developer.

27. **Entire Agreement.** This Agreement contains the entire agreement between the parties concerning Developers' development rights within the Development Area; no promises, inducements or representations (other than those in the Franchise Disclosure Document) not contained in this Agreement have been made, nor will any be of any force or effect, or binding on the parties. Modifications of this Agreement must be in writing and signed by both parties. Franchisor reserves the right to change Franchisor's policies, procedures, standards, specifications or manuals at Franchisor's discretion. In the event of a conflict between this Agreement and any Franchise Agreement(s), the terms, conditions and intent of this Agreement will control. Nothing in this Agreement, or any related agreement, is intended to disclaim any of the representations Franchisor made to Developer in the Franchise Disclosure Document that Franchisor provided to Developer.

*[The remainder of this page is intentionally left blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, AND INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISOR:

GIGWORX FRANCHISING, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

DEVELOPER:

IF AN INDIVIDUAL:

By: _____

Print Name: _____

Date: _____

Spouse Signature: _____

Spouse Name: _____

Date: _____

IF A PARTNERSHIP, CORPORATION, OR OTHER ENTITY:

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT A to AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AREA AND DEVELOPMENT SCHEDULE

1. **Development Area.** The Development Area, as referred to in Section 1 of the Area Development Agreement, is described below (or an attached map) by geographic boundaries and will consist of the following area or areas:

2. **Development Schedule.** The Development Schedule referred to in Section 1 of the Area Development Agreement is as follows:

| Development Period | Expiration Date | Number of New Franchised Businesses Developer Must Open in Development Area | Cumulative Number of Franchised Businesses Developer Must Have Open Within Development Area |
|--------------------|--------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| First | ___ Months from Effective Date | | |
| Second | ___ Months from Effective Date | | |
| Third | ___ Months from Effective Date | | |

APPROVED BY:

FRANCHISOR

GIGWORX FRANCHISING, LLC

By: _____

Name: _____

Title: _____

DEVELOPER

[INSERT NAME]

By: _____

[Name], [Title]

**EXHIBIT D
LIST OF FRANCHISEES**

LIST OF FRANCHISEES AS OF DECEMBER 31, 2022

None.

LIST OF FRANCHISEES THAT LEFT THE SYSTEM DURING OUR MOST RECENT FISCAL YEAR

None.

LIST OF FRANCHISEES WITH SIGNED FRANCHISE AGREEMENTS, BUT THE BUSINESS IS NOT YET OPEN AS OF DECEMBER 31, 2022

None.

EXHIBIT E

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

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

CALIFORNIA

(state administrators)
Department of Financial Protection and
Innovation:
320 West 4th Street, Suite 750
Los Angeles, California 90013
(213) 576-7500 Toll Free (866) 275-2677

2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205

1350 Front Street
San Diego, California 92101
(619) 525-4233

One Sansome Street, Suite 600
San Francisco, California 94104-4428
(415) 972-8565

(agents for service of process)
California Commissioner of Business Oversight
320 West 4th Street, Suite 750
Los Angeles, California 90013-2344

Commissioner of Business Oversight
One Sansome Street, Suite 600
San Francisco, California 94104-4428

Commissioner of Business Oversight
2101 Arena Boulevard
Sacramento, California 95834

CONNECTICUT

(state administrator)
State of Connecticut
Department of Banking
Securities & Business Investments Division
260 Constitution Plaza
Hartford, Connecticut 06103-1800
(860) 240-8230

(agent for service of process)
Banking Commissioner

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>HAWAII</u></p> <p>(state administrator) Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p> <p>(agent for service of process) Commissioner of Securities State of Hawaii 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2722</p> | <p><u>ILLINOIS</u></p> <p>Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p> |
| <p><u>INDIANA</u></p> <p>(state administrator) Indiana Secretary of State Securities Division, E-111 302 Washington Street Indianapolis, Indiana 46204 (317) 232-6681</p> <p>(agent for service of process) Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531</p> | <p><u>MARYLAND</u></p> <p>(state administrator) Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p> <p>(agent for service of process) Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360</p> |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>MICHIGAN</u></p> <p>(state administrator) Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48933 (517) 373-7117</p> <p>(agent for service of process) Corporations Division Bureau of Commercial Services Department of Labor and Economic Growth P.O. Box 30054 Lansing, Michigan 48909</p> | <p><u>MINNESOTA</u></p> <p>(state administrator) Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328</p> <p>(agent for service of process) Minnesota Commissioner of Commerce</p> |
| <p><u>NEW YORK</u></p> <p>(state administrator) Office of the New York State Attorney General Investor Protection Bureau Franchise Section 120 Broadway, 23rd Floor New York, New York 10271-0332 (212) 416-8236 (Phone); (212) 416-0042 (fax)</p> <p>(agent for service of process) Attention: New York Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492</p> | <p><u>NORTH DAKOTA</u></p> <p>North Dakota Securities Department State Capitol, Fifth Floor, Dept. 414 600 East Boulevard Avenue Bismarck, North Dakota 58505 (701) 328-4712</p> |
| <p><u>OREGON</u></p> <p>Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387</p> | <p><u>RHODE ISLAND</u></p> <p>Securities Division Department of Business Regulation, Bldg 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9582</p> |

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>SOUTH DAKOTA</u></p> <p>Division of Securities Department of Labor & Regulation 124 S. Euclid, Suite 104 Pierre, South Dakota 57501-3185 (605) 773-4823</p> | <p><u>VIRGINIA</u></p> <p>(state administrator) State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p> <p>(for service of process) Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p> |
| <p><u>WASHINGTON</u></p> <p>(state administrator) Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507-9033 (360) 902-8760</p> <p>(agent for service of process) Director, Department of Financial Institutions Securities Division 150 Israel Road S.W. Tumwater, Washington 98501</p> | <p><u>WISCONSIN</u></p> <p>(state administrator) Division of Securities Department of Financial Institutions 201 W. Washington Avenue, 3rd Floor Madison, Wisconsin 53703 (608) 266-1064</p> <p>(agent for service of process) Administrator, Division of Securities Department of Financial Institutions 201 W. Washington Avenue, 3rd Floor Madison, Wisconsin 53703</p> |

EXHIBIT F
STATE ADDENDA

ADDENDUM REQUIRED BY THE STATE OF INDIANA

Section 18(H) of the Franchise Agreement, as well as Section 14 of the Development Agreement, are hereby modified to provide that: (i) the acts described in these Sections may cause Franchisor irreparable harm; and (ii) Franchisor is entitled to seek (rather than obtain) restraining orders or injunctive relief in accordance with the terms of these Sections without the necessity of posting a bond.

Section 17 of the Franchise Agreement, as well as Section 6 of the Development Agreement, are hereby modified by adding the following subsection after the last subsection thereof:

Indiana Law. The conditions under which this Agreement can be terminated may be affected by Indiana law [IC Stat. Sec. 23-2-2.5 and 23-2-2.7] which provides Franchisee with certain termination rights.

Section 18(C) of the Franchise Agreement and Section 13 of the Development Agreement are hereby modified such that Franchisor agrees to select as the place for mediation a location within the State of Indiana and the laws of the State of Indiana shall apply to the mediation proceedings.

Section 18(I) of the Franchise Agreement is hereby modified by deleting everything in the first sentence thereof after the words “brought before the expiration of” and before “and that any action not brought...,” and replacing the deleted portion with “two (2) years after the violation of IC Stat. 23-2 and, with respect to other claims, three (3) years after discovery by the Franchisee of the facts constituting the violation.”

Any covenant not to compete in the Franchise Agreement or Development Agreement which extends beyond the termination of such agreement(s) (whichever are applicable) may not be enforceable under Indiana law.

Notwithstanding anything to the contrary in Section 18(A) of the Franchise Agreement and/or Section 26 of the Development Agreement, the laws of the State of Indiana shall govern the construction and enforcement of these agreements.

Section 18(D) of the Franchise Agreement, as well as Section 15 of the Development Agreement, are hereby modified by adding the following text as the last sentence thereof:

This provision shall not in any way abrogate or reduce any rights of Franchisee as provided for under Indiana law including, but not limited to, the right to submit matters to the jurisdiction of the courts of Indiana.

ADDENDUM REQUIRED BY THE STATE OF WISCONSIN

Section 3 of the Franchise Agreement is hereby modified to add the following subsection after the last subsection therein:

Wisconsin Law. The conditions under which this Agreement can be terminated or not renewed may be affected by Wisconsin law, Chapter 135, Wisc. Stats., the Wisconsin Fair Dealership Law.

Section 19(K) of the Franchise Agreement, as well as Section 26 of the Development Agreement, are hereby modified by adding the following language after the last sentence thereof:

“The Wisconsin Fair Dealership Law supersedes any provision of this Agreement which is inconsistent with that law.”

EXHIBIT G
GENERAL RELEASE FORM

RELEASE OF CLAIMS

THIS IS A CURRENT RELEASE FORM THAT GENERALLY WILL BE USED WITH OR INCORPORATED INTO A SEPARATE AGREEMENT. THIS FORM IS SUBJECT TO CHANGE OVER TIME.

For and in consideration of the Agreements and covenants described below, GigWorx Franchising, LLC (“Franchisor”) and _____ (“Franchisee”) enter into this Release of Claims (“Agreement”).

RECITALS

- A. Franchisor and Franchisee entered into a Franchise Agreement dated _____, _____.
- B. [NOTE: Describe the circumstances relating to the release.]

AGREEMENTS

- 1. **Consideration.** [NOTE: Describe the consideration paid.]
- 2-3. [NOTE: Detail other terms and conditions of the release.]
- 4. **Release.** Franchisee hereby releases Franchisor, its officers, directors, shareholders, and agents, and their respective successors, assigns, heirs, and personal representatives, from all debts, representations, agreements, liabilities, actions, and causes of action of every kind and nature arising out of or relating to the Franchise Agreement between Franchisor and Franchisee, the offer and sale of that franchise and the franchise relationship between the parties.
- 5. **General.** No amendment to this Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Agreement is governed by the laws of the State of _____ without regard to conflicts of laws principles. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement.

FRANCHISEE:

FRANCHISOR:
GigWorx Franchising, LLC

BY: _____
ITS: _____
DATE: _____

BY: _____
ITS: _____
DATE: _____

EXHIBIT H
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| Setting Appointments |
| Sales Funnel Management |
| Markup vs Margin and what makes up a Bill Rate? |
| Marketing + Sales |
| KPI's and ratios |
| Prohibited positions |
| Follow Up is King |
| Common Objections |
| Client onboarding |
| Effective Appointments |
| Account Penetration After the Sale |

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| Candidate and Client referral program |
| Intent of each |
| Process for employee program |
| Process for client program |

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| Communication channels and usage |
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| Marketing Manual |
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|----------------------------|
| Marketing's purpose |
| Who We Are |
| Tools to use and use cases |

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|----------------------------------------------------------------------------|
| Filling Gigs Manual |
| Overview of client service and how this ties together recruiting and sales |
| Client usage of the app |
| Employee usage of the app |
| How to handle situations, e.g., no-shows and cancellations |

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|-----------------------------------------------|
| Onboarding/Training plan for new hires |
| Core values |
| Our philosophy of intentionality |
| Train the trainer |
| Tell/Show/Watch/Repeat |
| Principles of success |
| Influence |
| Urgency |

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|------------------------------------------------------|
| Identifying the brand identity in new markets |
| What's your background? |
| Who do you WANT to be? |
| What's your markets underserved niches? |
| What does your TALENT care about? |

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| ROI for recruiting sources |
| Recruiting sources available and current top sources |
| Explanation of how ROI is tracked |
| Steps in the recruiting funnel assessment |

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| Recruiting Manual |
| What makes us different? |
| Introduction to Recruiting |

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| Screening in vs screening out |
| Interviewing and Documentation |
| Red flags vs yellow flags |
| How to handle a backlog in the Ticket funnel |
| KPI's and ratios |
| HubSpot process |
| The Questionnaire |
| Onboarding |
| Keeping them engaged |
| Reactivation |

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| Tech stack use cases for each tool |
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| Leadership and Management Manual |
| Workers compensation process |
| Leadership vs Management |
| Principles of leadership |
| Office structure |
| Internal hiring process |
| Compensation plans |
| EOS |
| Difficult conversations |
| Managing by the numbers |
| When to make a change |
| Unemployment |

EXHIBIT I

FRANCHISEE QUESTIONNAIRE

DO NOT SIGN THIS QUESTIONNAIRE IF YOU RESIDE IN, OR INTEND TO OPERATE THE FRANCHISED BUSINESS IN, ANY OF THE FOLLOWING STATES : CA, HI, IL, IN, MD, MI, MN, NY, ND, RI, SD, VA, WA, WI (EACH A REGULATED STATE) :

As you know, GigWorx Franchising, LLC (“we”, “us”), and you are preparing to enter into a Franchise Agreement and/or Development Agreement for the right to open and operate one (1) or more GIGWORX franchises (each, a “Franchised Business”). The purpose of this Questionnaire is to: (i) determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading; (ii) be certain that you have been properly represented in this transaction; and (iii) be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but you must sign and date it the same day you sign the Development Agreement and/or Franchise Agreement, and pay us the appropriate franchise/development fee.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer on the back of this sheet.

- Yes ___ No ___ 1. Have you received and personally reviewed the Franchise Agreement and/or Development Agreement, as well as each exhibit or schedule attached to these agreements that you intend to enter into with us?
- Yes ___ No ___ 2. Have you received and personally reviewed the Franchise Disclosure Document we provided?
- Yes ___ No ___ 3. Did you sign a receipt for the Disclosure Document indicating the date you received it?
- Yes ___ No ___ 4. Do you understand all the information contained in the Disclosure Document and the Franchise Agreement you intend to enter into with us?
- Yes ___ No ___ 5. Have you reviewed the Disclosure Document and Franchise Agreement (and/or Development Agreement) with a lawyer, accountant or other professional advisor and discussed the benefits and risks of operating the Franchised Business(es) with these professional advisor(s)?
- Yes ___ No ___ 6. Do you understand the success or failure of your Franchised Business(es) will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as demographics of your Premises (or Development Area), competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?
- Yes ___ No ___ 7. Do you understand we have only granted you certain, limited territorial rights under the Franchise Agreement, and that we have reserved certain rights under the Franchise Agreement?
- Yes ___ No ___ 8. Do you understand we and our affiliates retain the exclusive unrestricted right to engage, directly or through others, in the providing of services under the GIGWORX mark or any other mark at any location outside your (a) Designated Territory under the Franchise Agreement and (b) Development Area is you have entered into a

Development Agreement, without regard to the proximity of these activities to you're the premises of your Franchised Business(es) or Development Area?

- Yes ___ No ___ 9. Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be mediated, at our option, at our then-current headquarters?
- Yes ___ No ___ 10. Do you understand the Franchise Agreement and Development Agreement provide that you can only collect compensatory damages on any claim under or relating to the Franchise Agreement and are not entitled to any punitive, consequential or other special damages?
- Yes ___ No ___ 11. Do you understand the sole entity or person against whom you may bring a claim under the Franchise Agreement or Development Agreement is us?
- Yes ___ No ___ 12. Do you understand that the Franchisee (or one of its principals if Franchisee is an organization), as well as any Designated Managers (as defined in the Franchise Agreement), must successfully complete the appropriate initial training program(s) before we will allow the Franchised Business to open or consent to a transfer of that Franchised Business?
- Yes ___ No ___ 13. Do you understand that we require you to successfully complete certain initial training program(s) and if you do not successfully complete the applicable training program(s) to our satisfaction, we may terminate your Franchise Agreement?
- Yes ___ No ___ 14. Do you understand that we do not have to sell you a franchise or additional franchises or consent to your purchase of existing franchises (other than those that you timely fulfill your development obligations and have contracted to open under the Development Agreement, provided you have not materially breached that agreement and failed to timely cure that breach)?
- Yes ___ No ___ 15. Do you understand that we will send written notices, as required by your Franchise Agreement and/or Development Agreement, to either your Franchised Business or home address until you designate a different address by sending written notice to us?
- Yes ___ No ___ 16. Do you understand that we will not approve your purchase of a GIGWORX franchise, or we may immediately terminate your Franchise Agreement, if we are prohibited from doing business with you under any anti-terrorism law enacted by the United States Government?
- Yes ___ No ___ 17. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating a Franchised Business that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?
- Yes ___ No ___ 18. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Franchised Business will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ___ No ___ 19. Is it true that no broker, employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and/or Development Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document?

Yes ___ No ___ 20. Is it true that no broker, employee or other person providing services to you on our behalf has solicited or accepted any loan, gratuity, bribe, gift or any other payment in money, property or services from you in connection with a Franchised Business purchase with exception of those payments or loans provided in the Disclosure Document?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated: _____, 20____

Dated: _____, 20____

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Dated: _____, 20____

Dated: _____, 20____

GIVE A COMPLETE EXPLANATION OF ANY NEGATIVE RESPONSES ON BACK OF THIS PAGE (REFER TO QUESTION NUMBER)

EXHIBIT J
STATE EFFECTIVE DATES

STATE EFFECTIVE DATES

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

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date below:

| State | Effective Date |
|--------------|-----------------------|
| California | Not Registered |
| Hawaii | Not Registered |
| Illinois | Not Registered |
| Indiana | Not Registered |
| Maryland | Not Registered |
| Michigan | Not Registered |
| Minnesota | Not Registered |
| New York | Not Registered |
| North Dakota | Not Registered |
| South Dakota | Not Registered |
| Virginia | Not Registered |
| Washington | Not Registered |
| Wisconsin | Not Registered |

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT K

RECEIPTS

Receipt

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

If GigWorx Franchising, LLC (“GigWorx”) offers you a franchise, GigWorx must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, GigWorx or our affiliate in connection with the proposed franchise sale. Iowa, New York and Rhode Island require that GigWorx gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that GigWorx gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If GigWorx does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on Exhibit D.

The franchisor is GigWorx Franchising, LLC located at 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718. Its telephone number is (406) 312-0452.

Issuance Date: September 8, 2023.

The franchise sellers involved in offering and selling the franchise to you are John-Reed McDonald, 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718, (406) 312-0452, Matt Alvarez, 102 Eagle Fjord Road, Unit B, Bozeman, Montana 59718, (406) 312-0452; and the following individuals listed below (with address and telephone number) or will be provided to you separately before you sign a franchise agreement:

GigWorx authorizes the respective state agencies identified on Exhibit D to receive service of process for us in the particular state.

I have received a disclosure document dated September 8, 2023, that included the following Exhibits:

- | | |
|-----------------------------------------------------------------|-----------------------------------------|
| (A) Financial Statements | (F) State Addenda |
| (B) Franchise Agreement | (G) General Release Form |
| (C) Area Development Agreement | (H) Operations Manual Table of Contents |
| (D) List of Franchised Businesses | (I) Franchisee Questionnaire |
| (E) List of State Administrators; Agents for Service of Process | (J) State Effective Dates |
| | (K) Receipts |

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name

Receipt

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

If GigWorx Franchising, LLC (“GigWorx”) offers you a franchise, GigWorx must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, GigWorx or our affiliate in connection with the proposed franchise sale. Iowa, New York and Rhode Island require that GigWorx gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that GigWorx gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

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| | (I) Receipts |

Date: _____
(Do not leave blank)

Signature of Prospective Franchisee

Print Name