

FRANCHISE DISCLOSURE DOCUMENT

BGM HOLDINGS, INC
A California corporation
18034 Ventura Boulevard, #447
Encino, California 91316
(310) 924-2400
www.marshallface2face.com

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DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

The franchise is for a home-based business under the “Marshall Face2Face” name that offers an intense marketing effort with in-depth client research, database building, prospecting, networking, fact finding, appointment setting, and follow-up services to small and medium size companies

The estimated total investment necessary to begin operation of a Marshall Face2Face franchise is \$38,340 to \$45,340 This includes \$25,000 that must be paid to the franchisor and/or its affiliate, as appropriate

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

You may wish to receive your Disclosure Document in another format that is more convenient for you To discuss the availability of disclosure in different formats, contact Robert Marshall at 18034 Ventura Blvd , #447, Encino, California 91316 and (310) 924-2400

You may have elected to receive an electronic version of your disclosure document If so, you may wish to print or download the disclosure document for future reference You have the right to receive a paper copy of the disclosure document until the time of sale To obtain a paper copy, contact Robert Marshall at 18034 Ventura Blvd , #447, Encino, California 91316 and (310) 924-2400

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 (the ‘FTC’) You can contact the FTC at 1-877-FTC-HELP or by writing to

the FTC at 600 Pennsylvania Avenue, N W , 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

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STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. **REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT**

Call the state franchise administrator listed in Exhibit A for information about the franchisor or about franchising in your state

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW

Please consider the following RISK FACTORS before you buy this franchise

- 1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN THE STATE OF CALIFORNIA. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST MORE TO ARBITRATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE
- 2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS
- 3 YOU WILL NOT RECEIVE AN EXCLUSIVE TERRITORY
- 4 YOU WILL BE COMPETING WITH MARSHALL CONSULTANTS, INC., AN AFFILIATE OF BGM HOLDINGS, INC
- 5 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective date See the next page for state effective dates

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