

FRANCHISE DISCLOSURE DOCUMENT

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ProfitPlus

Accounts

A ProfitPlus Accounts Master Licensee will offer, sell and support ProfitPlus franchises within a defined territory. Your franchisees (known as "ProfitPlus Accounts Subfranchisees") will operate a business that provides advice and assistance with bookkeeping and financial reporting, diagnostic, business planning, business value improvement and on-going advisory services to businesses ranging from start-ups to mature corporate businesses.

The estimated total investment necessary to begin operation of a ProfitPlus Accounts Master License is from \$347,234 to \$1,251,808.68. These figures include the following fees that must be paid to Franchisor or its affiliate: From \$300,120 to \$1,117,738.68 for the initial franchise fee (which includes the training fee for yourself) and the technology fee. This disclosure document summarizes certain provisions of your Master License 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 master licensee, 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 document.**

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read your entire contract carefully. Show your contract 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.

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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 DISCLOSURE DOCUMENT**

Call the state franchise administrator listed in Exhibit G 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 MASTER LICENSE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION IN THE STATE IN WHICH WE HAVE OUR PRINCIPAL OFFICE (CURRENTLY NEVADA) WHEN THE ARBITRATION IS FILED OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT OF DISPUTES IT ALSO MAY COST YOU MORE TO ARBITRATE IN NEVADA OR ANOTHER STATE THAN IN YOUR HOME STATE**
- 2 **THE MASTER LICENSE AGREEMENT STATES THAT THE LAW OF THE STATE IN WHICH WE HAVE OUR PRINCIPAL OFFICE (CURRENTLY NEVADA) IS THE LAW THAT GOVERNS THE AGREEMENT THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS YOUR LOCAL LAW YOU MAY WANT TO COMPARE THESE LAWS**
- 3 **PPA AND ITS AFFILIATES HAVE THE RIGHT TO ESTABLISH ACROSS-AREA MARKETING PROGRAMS (INCLUDING SALES OVER THE INTERNET AND TV INFOMERCIALS) TO SELL PRODUCTS AND SERVICES (FOR EXAMPLE, BOOKS, CDs, DVDs, AUDIO TAPES, VIDEO TAPES, SEMINARS, WORKSHOPS AND SOFTWARE) UNDER THE PROFITPLUS ACCOUNTS (OR OTHER TRADEMARKS) ACROSS-AREA MARKETING PROGRAMS MAY COMPETE WITH YOUR FRANCHISE OR PROFITPLUS ACCOUNTS SUBFRANCHISEES UNDER YOU IN THE SALE OF THESE PRODUCTS AND SERVICES**
- 4 **THE MASTER LICENSE AGREEMENT REQUIRES YOU TO PAY A MONTHLY ROYALTY FEE OF \$750 PER PROFITPLUS ACCOUNTS SUBFRANCHISEE IN YOUR TERRITORY EVEN IF YOUR MASTER LICENSE FRANCHISE HAS NO REVENUE**
- 5 **IF WE TERMINATE THE MASTER LICENSE FRANCHISE BASED ON YOUR DEFAULT, YOU MUST PAY LIQUIDATED DAMAGES EQUAL TO THE PRESENT VALUE OF THE ROYALTY FEE AND MARKETING AND ADVERTISING FEE STREAM FOR THE LESSER OF 2 YEARS OR THE REMAINING TERM OF THE MASTER LICENSE FRANCHISE**

- 6 YOUR SPOUSE, IF HE/SHE IS AN OWNER OF THE ENTITY THAT ACQUIRES THE FRANCHISE, MUST ALSO SIGN A PERSONAL GUARANTEE MAKING YOUR SPOUSE INDIVIDUALLY LIABLE FOR YOUR FINANCIAL OBLIGATIONS UNDER THE AGREEMENT THE GUARANTEE WILL PLACE YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS AT RISK IF YOUR FRANCHISE FAILS
- 7 THE MASTER LICENSE AGREEMENT STATES THAT FAILURE TO SUCCESSFULLY COMPLETE INITIAL TRAINING WILL RESULT IN TERMINATION OF THE MASTER LICENSE FRANCHISE AND LOSS OF THE MASTER LICENSE FRANCHISE FEE AND TECHNOLOGY FEE
- 8 YOU MUST MEET MINIMUM PERFORMANCE REQUIREMENTS FOR EACH 12-MONTH PERIOD AFTER YOU COMMENCE BUSINESS FAILURE TO DO SO MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT
- 9 THE TERRITORY IS NOT EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS
- 10 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

We may use the services of one or more franchise brokers or referral sources to assist us in selling our franchise A franchise broker or referral source represents us, not you We pay this person a fee for selling our franchise or referring you to us You should be sure to do your own investigation of the franchise

Certain states require franchisors to make additional disclosures related to the information contained in this disclosure document Those disclosures are in Exhibit F to this disclosure document

Effective Date in the State of California

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