

BUSINESS CARDS TOMORROW, INC.
UNIFORM FRANCHISE OFFERING CIRCULAR
EXHIBIT B: FRANCHISE AGREEMENT

BUSINESS CARDS TOMORROW, INC.

FRANCHISE AGREEMENT

WITH

NAME(S) OF FRANCHISEE

DESIGNATED LOCATION:

STREET

CITY STATE ZIP CODE

AREA CODE AND TELEPHONE

DATE OF FRANCHISE AGREEMENT

_____, 200__

TABLE OF CONTENTS

	<u>PAGE</u>
1. PREAMBLES.....	1
2. GRANT, TERM AND RENEWAL OF FRANCHISE.....	2
2.1 Grant of Franchise	2
2.2 Initial Term.....	2
2.3 Renewal.....	2
2.4 Limitation of Franchise	3
3. EXCLUSIVE TERRITORY AND LOCATION OF BCT BUSINESS.....	3
3.1 Exclusive Territory.....	3
3.2 Location of BCT Business	3
4. SERVICES PROVIDED BY BCT.....	4
5. FRANCHISEE'S FINANCIAL OBLIGATIONS.....	5
5.1 Initial Franchise Fee	5
5.2 Prepaid Expenses Fee; Supplies and Inventory Fee.....	5
5.3 Royalty Fee	5
5.4 Advertising and Promotion Fees	6
5.5 Yellow Page Listing	6
5.6 Transfer Fee.....	6
5.7 Bookkeeping Fee and Interest on Late Payments.....	6
5.8 Equipment and Fixtures.....	6
5.9 Software Lease Agreement	7
5.10 Orderprinting.com® Software License Agreement.....	7
6. FRANCHISEE'S CONTINUING OBLIGATIONS	7
6.1 Use of the BCT System.....	7
6.2 Standards	7
6.3 Supervision.....	7
6.4 Management of BCT Business/Conflicting and Competing Interest.....	8
6.5 Rules of Operation and BCT Business Procedure.....	8
6.6 Inspection of BCT Business	8
6.7 Authorized Services and Products.....	8
6.8 Insurance and Indemnification	8
6.9 Compliance With The Law and Good Business Practices	9
6.10 BCT Business Operations and Maintenance	9
6.11 Customer Restrictions	10
6.12 Meetings, Seminars and Training Services	10
6.13 Modifications.....	10
6.14 BCT Home Page.....	10
6.15 Payments to BCT.....	11
7. FRANCHISEE'S RECORDS AND REPORTING.....	11
7.1 Accounting and Records	11
7.2 Reports and Tax Returns	11
7.3 Additional Financial Statements.....	12

8.	INSPECTION AND AUDITS.....	12
8.1	Right to Inspect the BCT Business.....	12
8.2	Right to Audit.....	12
9.	MANUALS	13
10.	TRADE SECRETS.....	13
11.	NAMES AND MARKS	13
11.1	Name of Franchised BCT Business.....	13
11.2	Ownership of Names and Marks	14
11.3	Notification of Infringements and Claims	14
12.	ASSIGNMENT, TRANSFER AND ENCUMBRANCE.....	14
12.1	By BCT	14
12.2	By Franchisee	15
12.3	Ownership by a Partnership, Limited Liability Company or Corporation	16
12.4	BCT's Right of First Refusal.....	17
12.5	Death or Incapacity	<u>17</u>
13.	TERMINATION OF THE FRANCHISE	<u>17</u>
13.1	Termination Causes.....	<u>17</u>
14.	FRANCHISEE'S RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION	<u>19</u>
14.1	Payment of Amounts Owed	<u>19</u>
14.2	Return of Manuals and Catalogs	20
14.3	Signs and FRANCHISEE Identification	20
14.4	Names and Marks or Other Indicia	20
14.5	Telephone Services.....	<u>20</u>
14.6	Notification of Customers, Suppliers and Vendors.....	21
14.7	Covenant Not to Compete	21
14.8	<u>BCT's Option to Purchase.....</u>	<u>21</u>
14.9	<u>Continuing Obligations</u>	<u>22</u>
15.	ENFORCEMENT.....	22
15.1	Judicial Enforcement, Injunction, and Specific Performance	22
15.2	Mediation/Arbitration.....	22
16.	MISCELLANEOUS	24
16.1	Mutuality of Performance and Cooperation.....	24
16.2	Independence of FRANCHISEE	24
16.3	Abandonment or Surrender by FRANCHISEE.....	24
16.4	FRANCHISEE May Not Withhold Payments Due.....	24
16.5	Waiver by BCT	24
16.6	Severability.....	25
16.7	Previous Agreements and Representation	25
16.8	Notice	25
16.9	Terminology and Construction.....	25
16.10	Entire Agreement	26
16.11	Inducements/Reliance	26

16.12	Performance; Applicable Law.....	26
16.13	Headings.....	29
16.14	Authority of Principal Operating Person for FRANCHISEE.....	29
17.	RECEIPT.....	29
18.	ACKNOWLEDGEMENT AND SIGNING.....	30

GUARANTY

EXHIBITS:

- EXHIBIT A – FRANCHISEE’S EXCLUSIVE TERRITORY
- EXHIBIT B – COLLATERAL ASSIGNMENT OF LEASE AND CONSENT OF LESSOR
- EXHIBIT C – AMOS A/R SOFTWARE LEASE AGREEMENT
- EXHIBIT D – EMPLOYEE’S CONFIDENTIALITY AND NONCOMPETITION AGREEMENT
- EXHIBIT E – ORDERPRINTING.COM SOFTWARE LICENSE AGREEMENT

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BUSINESS CARDS TOMORROW, INC.

STANDARD FRANCHISE AGREEMENT

THIS AGREEMENT is made by and between Business Cards Tomorrow, Inc., a Florida corporation, whose principal address is 3000 Northeast 30th Place, Fifth Floor, Fort Lauderdale, Florida 33306, (hereinafter referred to as "BCT"), and _____ whose principal address _____ is

_____ (hereinafter referred to as "FRANCHISEE").

1. PREAMBLES

BCT has developed a specialized proprietary system of providing quality raised print business cards, stationery, wedding invitations, social and commercial announcements, and other products (hereinafter referred to as the "BCT System") which includes a particular method of operation, customer service, technical knowledge, decor, equipment layout and design, and signs, together with business techniques and practices, service marks, trademarks, trade names, logotypes or other commercial symbols, including but not limited to, the marks "BUSINESS CARDS TOMORROW®," the "BCT®" logo, and certain associated marks, designs and logos, (the "Names and Marks"). FRANCHISEE'S compliance with the terms and conditions of this Agreement and the uniform standards and operation methods required by BCT and FRANCHISEE'S maintenance of quality work, goodwill and reputation are of the essence and benefit to BCT, FRANCHISEE, the BCT System, and all other franchisees.

BCT grants to qualified persons a franchise to own and operate one BCT Business selling products and services authorized and approved by BCT and utilizing BCT's business format, systems, methods, specifications, standards, operating procedures, operating assistance, advertising services, and Names and Marks. FRANCHISEE has applied for a franchise to develop and operate one BCT Business in the city of _____, _____ at the following location: _____ (hereinafter sometimes referred to as the "Designated Location") and a license to use the Names and Marks in the operation thereof and such application has been approved by BCT in reliance upon all of the representations made therein. FRANCHISEE has read this Agreement and hereby acknowledges that FRANCHISEE understands and accepts the terms, conditions and covenants contained in this Agreement

as being reasonably necessary to maintain BCT's high standards of quality and service and the uniformity of those standards in all BCT Businesses and thereby agrees to protect and preserve the goodwill of the Names and Marks and the BCT System.

2. GRANT, TERM AND RENEWAL OF FRANCHISE

2.1 Grant of Franchise

Subject to the provisions of this Agreement, BCT hereby grants to FRANCHISEE the following rights, license and privileges to the subject franchise and location:

(A) BCT hereby grants FRANCHISEE the right to operate one franchised BCT Business at the Designated Location, and does hereby grant a license to FRANCHISEE to use the BCT Names and Marks in association therewith, on terms and conditions as set out in this Agreement. FRANCHISEE'S BCT Business will be operated as:

- A BCT Plant, or
- A BCT Satellite Office;

in compliance with the standards and specifications for operation of that form of BCT Business that have been defined by BCT in writing; and

(B) FRANCHISEE does hereby adopt and agrees to be a part of the BCT System and be portrayed to the public as such, and will operate the franchise in accordance with the BCT System and this Agreement; and

(C) FRANCHISEE does hereby adopt and shall use the BCT Names and Marks, signs, insignia, color schemes, patterns and services offered, at the franchised BCT Business at the Designated Location, and FRANCHISEE agrees to advance and expose such and be portrayed as a BCT franchise to the general public. FRANCHISEE agrees to limit its use of the Names and Marks in the manner approved by BCT.

2.2 Initial Term

The initial term of this franchise and license granted herein shall be a period of twenty-five (25) years from the date this Agreement is executed by BCT.

2.3 Renewal

The FRANCHISEE shall have the option to extend the initial term for successive ten (10) year periods, provided BCT is given written notice of the election to do so not less than one hundred eighty (180) days prior to the expiration of each term, subject to the following terms and conditions:

(A) BCT may, if it so elects, nullify and treat as null and void any such option or exercise thereof if at the time of the exercise of any such option or at the commencement of any optional extended term, the FRANCHISEE is in material default of this Agreement. By way of example, but not intending to be limiting, should FRANCHISEE be in default of any monetary obligation to BCT or to any

equipment supplier, material supplier, or landlord of FRANCHISEE, such default shall be a material default of this Agreement; and

(B) FRANCHISEE shall sign the then current form of Franchise Agreement as required for other franchisees purchasing a franchise at the time, as well as all other agreements and legal documents then customarily used by BCT. FRANCHISEE will not be required to pay the Initial Franchise Fee specified in BCT's then current form of Franchise Agreement, but will pay the Royalty Fee, Advertising and Promotion Fee and all other fees and charges provided for in BCT's then current form of Franchise Agreement at the rates specified therein. FRANCHISEE acknowledges that the terms, conditions and economics of BCT's then current form of Franchise Agreement may vary from those of this Agreement. FRANCHISEE shall, prior to the end of the term of this Agreement, replace or update the equipment, systems, processes, software, technology and leasehold improvements used in the operation of the BCT Business to comply with BCT's then-current standards and requirements; and

(C) If applicable law requires that BCT give notice to FRANCHISEE prior to the expiration of the term, this Agreement shall remain in effect on a month-to-month basis until BCT has given FRANCHISEE notice as required by applicable law.

(D) If either party elects not to renew this Agreement, it will give the other party one hundred eighty (180) days prior notice.

2.4 Limitation of Franchise

Except for FRANCHISEE'S rights with respect to the Exclusive Territory as defined in Section 3.1 of this Agreement, this franchise and license is non-exclusive. BCT retains the rights, among others, on any terms and conditions it deems advisable, and without granting FRANCHISEE any rights therein: (a) to use, and franchise others to use, the BCT System for BCT Businesses at any locations outside the boundaries of the Exclusive Territory, even if such locations may draw or serve customers from within the Exclusive Territory or may deliver products or services to locations within the Exclusive Territory; (b) to advertise, promote, sell and distribute, directly or indirectly, any products or services, including without limitation, thermographic products, under the Names and Marks or any other proprietary marks, to businesses or individual clients located within or outside the boundaries of the Exclusive Territory, through any distribution method or medium now in existence or which may from time to time be established, whether local, independent, regional, national or international in scope.

3. EXCLUSIVE TERRITORY AND LOCATION OF BCT BUSINESS

3.1 Exclusive Territory

BCT agrees that during the term of this Agreement, provided FRANCHISEE is in full compliance with this Agreement, BCT will not operate or grant a franchise for the operation of another BCT Business located at a site within the geographical area described in Exhibit "A" which is attached hereto and made a part hereof (the "Exclusive Territory").

3.2 Location of BCT Business

(A) Should the exact address or location of the BCT Business (Designated Location) not be determined at the time of execution of this Agreement, the parties hereto mutually consent to inserting the exact address of the BCT Business upon the signing by FRANCHISEE of either a

lease agreement and Collateral Assignment of Lease and Consent of Lessor attached hereto as Exhibit "B" and made a part hereof, or binding purchase agreement for the Designated Location.

(B) FRANCHISEE may operate the BCT Business only at the Designated Location identified in Section 1, or a substitute location hereafter approved by BCT, and will conduct business from the Designated Location only if and when it has been improved, furnished, and equipped with equipment, furnishings and supplies which meet BCT's specifications. During the term of this Agreement the Designated Location shall only be used by the FRANCHISEE, and shall be used solely for the purpose of operating the BCT Business pursuant to the terms of this Agreement. If FRANCHISEE'S lease for the premise of the BCT Business expires or terminates without fault of FRANCHISEE, or if the premise becomes damaged, condemned or otherwise rendered unusable or if, in the judgment of BCT and FRANCHISEE, there is a change in character of the location of the BCT Business sufficiently detrimental to its business potential to warrant its relocation within the Exclusive Territory, BCT will grant permission for relocation of the FRANCHISEE to a location and premise approved by BCT within the Exclusive Territory. Any such relocation shall be at FRANCHISEE'S sole expense, and FRANCHISEE agrees to pay BCT's reasonable expense in evaluating the new premise.

4. SERVICES PROVIDED BY BCT

BCT undertakes and agrees to perform the following, however, FRANCHISEE understands and agrees that BCT's assistance and performance under this Section shall not be construed, either express or implied, as a guarantee, warranty or representation by BCT as to quality, fitness, reliability, or potential business success. BCT agrees to:

(A) Approve the FRANCHISEE'S selected site for a BCT Business in the Exclusive Territory provided such site meets BCT's standards;

(B) Render advice to FRANCHISEE in connection with negotiations of the lease for the BCT Business; FRANCHISEE is required to obtain suitable premises for the BCT Business, subject to BCT's reasonable approval, FRANCHISEE shall be the Lessee and is solely responsible for all liabilities arising from the leased premises, including all leasehold improvements;

(C) Assist in lay-out, design and set-up of the BCT Business, and provide initial office supplies, press supplies, paper and miscellaneous inventories which BCT deems necessary to begin operation, provided however, that BCT has no continuing obligation to make available for sale or to sell any materials, supplies, inventory items, or equipment necessary to the franchise operation;

(D) Provide FRANCHISEE, at no additional cost, with mandatory initial training and instruction in the operation and promotion of a BCT Business. Training shall be at BCT's headquarters in Fort Lauderdale, Florida or other site designated by BCT and shall be scheduled by BCT prior to the BCT Business opening. Training shall consist of a period of two (2) weeks. BCT will pay round-trip transportation and lodging expenses (but not food or personal costs) for the FRANCHISEE (no more than 2 persons) during the training period. Thereafter, BCT will train additional employees of FRANCHISEE (at the next available class), at FRANCHISEE'S request; however, FRANCHISEE will be responsible for the cost of travel, food, lodging and other expenses for additional employees;

(E) Upon completion of initial training, a BCT representative shall provide FRANCHISEE with an additional period of training and instruction in the operation of the BCT System and equipment orientation at FRANCHISEE'S BCT Business. BCT will provide two (2) representatives

for a minimum of ten (10) days for a BCT Plant Franchise. BCT will provide one (1) representative for a minimum of ten (10) days for a BCT Satellite Office Franchise;

(F) Render advice to FRANCHISEE in local sales promotion and hiring of employees during the above training period;

(G) Provide FRANCHISEE with a continuing operations assistance program which shall include, upon request, consulting by operations representatives, accounting and marketing guidance, and advising FRANCHISEE, as BCT becomes cognizant, of new developments and techniques in thermography and the reproduction industry, as such relate to the BCT franchise; any extraordinary or special assistance (based upon BCT's sole determination) must be requested from BCT headquarters and is subject to availability of BCT personnel and at prices and terms established by BCT;

(H) Designate an Exclusive Territory described in Exhibit "A" to this Agreement within which no other BCT Business may be located by BCT, subject however to FRANCHISEE'S compliance with this Agreement; designation of the Exclusive Territory shall not be construed, either express or implied, as any form of warranty, guarantee, or representation of a particular customer count, customer or sales potential, business success, or that FRANCHISEE shall be free from competition with other persons, entities, BCT Businesses or other franchises, offering the same or similar services or products; and

(I) Provide FRANCHISEE a list of potential customers located in the Exclusive Territory and mail a direct mail piece to such potential customers (as determined solely by BCT but not to exceed 200 customers) consisting of approximately 12 mailings.

5. FRANCHISEE'S FINANCIAL OBLIGATIONS

5.1 Initial Franchise Fee

FRANCHISEE shall pay BCT an Initial Franchise Fee of Thirty-five Thousand Dollars (\$35,000). FRANCHISEE shall have paid BCT Five Thousand Dollars (\$5,000) upon execution of a Franchise Application Agreement, and shall pay to BCT the balance of Thirty Thousand Dollars (\$30,000) upon execution of this Agreement. Upon execution of this Agreement by BCT, the Franchise Fee shall be deemed fully earned and is nonrefundable. FRANCHISEE agrees that the grant of the franchise constitutes the sole consideration for payment of the Franchise Fee.

5.2 Prepaid Expenses Fee; Supplies and Inventory Fee

At least ten (10) business days before commencement of the required BCT training program, FRANCHISEE shall pay BCT the sum of _____ dollars (\$ _____) for the Prepaid Expenses Fee, and the sum of _____ dollars (\$ _____) for the Supplies and Inventory Fee. These fees when paid are deemed fully earned and nonrefundable.

5.3 Royalty Fee

FRANCHISEE promises to pay to the order of BCT a continuing Royalty Fee equal to six percent (6%) of the gross sales of the franchised operation. The term "gross sales" shall mean and shall include the actual gross charges for all goods and services of all kinds purchased by customers

of the FRANCHISEE, for cash or credit, whether such purchases are made in, upon, outside or from the premises of the BCT Business, or through or by means of business conducted therein or otherwise by the BCT Business, but excluding non-value added freight charges or any sales, use, service or excise taxes collected for customers and paid to the appropriate taxing authority.

Royalty Fees are due and payable weekly on or before Wednesday of each week for the preceding week's (Sunday through Saturday) gross sales, beginning the week following the opening of the BCT Business and continuing thereafter during the initial term or any renewal term of the Franchise Agreement. All weekly Royalty Fee payments must be sent to BCT at 3000 N.E. 30th Place, The Fifth Floor, Fort Lauderdale, Florida 33306, or other address designated by BCT, and be postmarked no later than Wednesday of each week for the previous week due.

5.4 Advertising and Promotion Fees

(A) FRANCHISEE shall be responsible for all costs of advertising and shall follow BCT's general recommendations as to the form and nature of advertising.

(B) BCT may in its discretion, establish a fund to provide either area, regional or national advertising and promotional programs for the BCT Business operations and their products and services. BCT will notify FRANCHISEE Thirty (30) days in advance of its intention to institute this new program or programs and FRANCHISEE shall remit, at the same time and in the same manner as, and in addition to the Royalty Fee (as set forth in Section 5.3 hereinabove) a sum equal to one percent (1%) of FRANCHISEE'S gross sales, which sum shall be expended by BCT solely and exclusively for advertising, for public relations and to promote the image of BCT Businesses. The content of such advertising, as well as the media in which such advertising is to be placed, shall be determined by BCT or its designated agency.

5.5 Yellow Page Listing

FRANCHISEE specifically agrees to insert and pay for a listing in the local yellow pages, in accordance with BCT's requirements. Should FRANCHISEE fail to purchase the required yellow pages listing, BCT shall be authorized to effect said yellow page listing. FRANCHISEE hereby appoints BCT as its agent for such purpose and will immediately reimburse BCT for all costs of the listing.

5.6 Transfer Fee

BCT may allow FRANCHISEE to transfer its rights and obligations under this Agreement in accordance with the terms, conditions and requirements set forth in Section 12 hereinafter, subject to payment of the Transfer Fee designated in Section 12.2(E).

5.7 Bookkeeping Fee and Interest on Late Payments

FRANCHISEE shall pay a bookkeeping fee of Fifty Dollars (\$50) on all Royalty Fees, Advertising and Promotion Fees, amounts due for equipment or products purchased by FRANCHISEE from BCT and other amounts owed to BCT by FRANCHISEE pursuant to this Agreement that are not paid within ten (10) days of the due date. In addition, all Royalty Fees, Advertising and Promotion Fees, amounts due for equipment or products purchased by FRANCHISEE from BCT and other amounts owed to BCT by FRANCHISEE pursuant to this Agreement shall bear interest thirty (30) days after the due date at the highest legal rate for open account business credit in the

state where the BCT Business is located or of FRANCHISEE'S domicile, whichever is lower, (not to exceed one and one-half percent (1.5%) per month, compounded monthly).

5.8 Equipment and Fixtures

In order to equip the new initial BCT Business, FRANCHISEE agrees to obtain the equipment and fixtures which are set forth in BCT's Manuals (as defined in Section 9). BCT offers FRANCHISEE the opportunity to acquire all equipment needed for the opening package of the BCT Business, as set forth in the Manuals, through BCT with BCT coordinating equipment delivery and installation. FRANCHISEE may after first notifying BCT of FRANCHISEE'S desire to do so, purchase or lease approved brands of equipment, fixtures and furniture that meet BCT's specifications and standards from any source. BCT's specifications may include minimum standards for design, function, performance, serviceability and warranties. When FRANCHISEE proposes to purchase or lease any brand of equipment, fixtures or furniture not approved by BCT as meeting its specifications and standards or from an unapproved source, FRANCHISEE shall notify BCT and shall submit to BCT a written request for approval, and BCT in its sole discretion, may determine whether such supplier shall be approved. Approval is based partially upon the ability to demonstrate, to the satisfaction of BCT, the supplier's capability of meeting BCT's then current standards and specifications and its capacity to coordinate delivery, set up and operational performance with the opening of the BCT Business.

5.9 Software Lease Agreement

Contemporaneously with the execution of this Agreement, FRANCHISEE shall enter into the Software Lease Agreement attached hereto as Exhibit "C" and made a part hereof. The cost of the initial installation fee and first year's payments payable under the Software Lease Agreement have been included as part of FRANCHISEE'S Prepaid Expenses Fee set forth in Section 5.2 hereinabove.

5.10 Orderprinting.com® Software License Agreement

Contemporaneously with the execution of this Agreement, FRANCHISEE shall enter into the Orderprinting.com® Software License Agreement attached hereto as Exhibit "E" and made a part hereof. The cost of installation and the first year's payments payable under the Orderprinting.com® Software License Agreement have been included as part of FRANCHISEE'S Prepaid Expenses Fee set forth in Section 5.2 hereinabove.

6. FRANCHISEE'S CONTINUING OBLIGATIONS

6.1 Use of the BCT System

FRANCHISEE hereby undertakes and agrees that it shall not infringe upon, use or imitate the BCT System or any of its distinguishing characteristics, except under written franchise from BCT, and then only in an approved manner as set forth in this Agreement. FRANCHISEE accepts this franchise subject to the covenants and conditions herein and agrees to conduct the operations of the BCT System at the BCT Business in accordance with the terms and conditions of this Agreement and BCT's Manuals and rules of operation. FRANCHISEE hereby agrees to continually use all reasonable and BCT-prescribed efforts in penetrating, promoting and selling the BCT products and services to all potential customers in the Exclusive Territory.

6.2 Standards

FRANCHISEE shall maintain high moral and ethical standards in the operation and conduct of the business so as to create and maintain goodwill among customers, suppliers and other BCT franchisees.

6.3 Supervision

FRANCHISEE shall supervise and evaluate the performance of FRANCHISEE'S employees to ensure that each renders competent and efficient service.

6.4 Management of BCT Business/Conflicting and Competing Interest

FRANCHISEE agrees to continuously exert FRANCHISEE'S full time and best efforts to promote and enhance the franchised business and will not engage in any business or other activity that will conflict with FRANCHISEE'S obligations hereunder. FRANCHISEE further agrees not to conduct any business other than that franchised hereunder at the BCT Business nor engage, directly or indirectly, during the term of this Agreement or renewal hereof, in the ownership and operation, as a shareholder, partner, director, officer, employee, consultant, representative through agents, affiliates or otherwise, of any business which is the same or substantially similar to the business or any portion thereof covered or contemplated in this Agreement. The foregoing shall not preclude the ownership of stock in a company whose shares are traded publicly. If for any reason, any court of competent jurisdiction finds the provisions of this paragraph unreasonable in terms of its time or scope, such provision shall be confined to such time and geographic scope as the court deems enforceable.

6.5 Rules of Operation and BCT Business Procedure

FRANCHISEE shall observe the rules of operation as established by BCT and contained in the Operations Manual and other Manuals (as defined in Section 9). FRANCHISEE recognizes that any and all procedures for the operation of the BCT System may require amendment from time to time. FRANCHISEE agrees that BCT may amend its Manuals from time to time, so long as such amendments are made applicable to all BCT franchisees, and FRANCHISEE will comply with the Manuals as amended.

FRANCHISEE shall continuously operate the BCT Business at the Designated Location, except if prevented by acts of God or other causes beyond the control of FRANCHISEE. BCT recommends, as a minimum, that the days and hours of the day the BCT Business should be open for business should be from 7:30 a.m. to 5:00 p.m., excluding Saturday and Sunday; however, FRANCHISEE shall have the right to alter this time schedule as may be necessary or desirable depending upon location and circumstances involved.

6.6 Inspection of BCT Business

FRANCHISEE shall allow BCT's authorized representatives to enter FRANCHISEE'S business premises at any time during regular business hours, without prior notice, to inspect FRANCHISEE'S business operations and the services being performed.

6.7 Authorized Services and Products

FRANCHISEE understands the need for uniformity of products, services and distribution thereof and agrees that, at all times during the term of this Agreement, BCT shall determine the products, services and distribution thereof to be offered, as well as the standards of quality for

FRANCHISEE'S BCT Business, and for all services, products, distribution and methods and procedures for production. FRANCHISEE shall observe and comply with those standards, methods and procedures. FRANCHISEE will offer all products and services required by BCT, and will not offer any unauthorized products or services.

6.8 Insurance and Indemnification

FRANCHISEE will assume sole and entire responsibility, and indemnify and save harmless BCT from any and all claims, debts, obligations, liability, responsibility and damages, or any costs or expenses by reason of any acts arising from ownership and operation of the franchise, or any loss of life, injury or claimed injuries, to person or property that may be sustained in connection with the operation of FRANCHISEE'S business. FRANCHISEE shall at all times during the term of this franchise maintain in force at FRANCHISEE'S sole expense, comprehensive public and product liability and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the BCT Business or otherwise in conjunction with the conduct of business by FRANCHISEE pursuant to the franchise, under one or more policies of insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence, and One Million Dollars (\$1,000,000) property damage or other coverage prescribed from time to time by BCT and issued by insurance carriers rated A or better by Alfred M. Best and Company, Inc. All such liability insurance policies shall name BCT as an additional insured against such liability and shall provide that BCT must receive thirty (30) days prior written notice of termination, expiration or cancellation of any such policy. BCT may increase the minimum liability protection requirements annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability or higher damage awards in public, product or motor vehicle liability litigation, or other relevant change in circumstances. FRANCHISEE shall submit to BCT annually a copy of the certificate of, or other evidence of, the renewal or extension of such insurance policy or policies. If FRANCHISEE at any time fails or refuses to maintain in effect any insurance coverage required by BCT, or to furnish satisfactory evidence thereof, BCT, at its option and in addition to its other rights and remedies hereunder, may but shall not be required to, obtain such insurance coverage on behalf of FRANCHISEE, and FRANCHISEE shall promptly execute any applications or other forms or instruments required to obtain any such insurance and pay to BCT, on demand, any costs and premiums incurred by BCT.

FRANCHISEE shall further maintain at all times during the term of this franchise, business interruption insurance for up to twelve (12) months. FRANCHISEE shall submit to BCT annually a copy of the certificate of, or other evidence of, such insurance policy. FRANCHISEE'S "gross sales" shall include amounts received by FRANCHISEE from its business interruption insurance.

6.9 Compliance With The Law and Good Business Practices

FRANCHISEE will conduct the franchised business in strict compliance with all applicable laws, ordinances and regulations, including without limitation, all government regulations relating to promoting businesses, occupational hazards and health, workers' compensation insurance, unemployment insurance and withholding and payment of federal and state income taxes, social security taxes, real estate taxes, gross receipts taxes and sales taxes. BCT shall be indemnified by FRANCHISEE for any such taxes or liability that may be assessed or levied against BCT which arise from FRANCHISEE'S business. FRANCHISEE shall further secure and maintain in force all required licenses, permits and certificates relating to the operation of the BCT Business.

FRANCHISEE shall notify BCT in writing within ten (10) days of the commencement of any action, suit or award or decree of any court, agency or other government instrumentality, which may adversely affect the operation or financial condition of the BCT Business.

6.10 BCT Business Operations and Maintenance

FRANCHISEE shall be responsible for the cost of operating the BCT Business, including all repair and maintenance expenses. If FRANCHISEE fails to maintain the BCT Business in accordance with BCT's standards and specifications, or allows it to become substandard in operation or appearance, BCT may, in its sole discretion, require FRANCHISEE, at FRANCHISEE'S expense, to refurbish or re-equip the BCT Business.

6.11 Customer Restrictions

The franchise and license which is the subject of this Agreement is for a commercial establishment and FRANCHISEE'S BCT Business is intended to, and shall provide services and products for resale. FRANCHISEE understands and agrees to sell only on a commercial/wholesale basis and shall not sell services or products on a retail or direct level, or to the end user of the products or services, without the prior written consent of BCT.

6.12 Meetings, Seminars and Training Services

FRANCHISEE agrees to make all reasonable efforts to attend BCT conventions, seminars, training sessions and meetings.

6.13 Modifications

BCT reserves the right, in its sole discretion, to modify the BCT System, or any Names and Marks, including but not limited to, addition of programs and systems for sales to businesses with multiple locations throughout the United States ("National Account Programs"), the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new techniques, new signage or new equipment. FRANCHISEE recognizes BCT's right to make any such modifications or changes and agrees to accept, use and display such changes and modifications as if they were part of the BCT System at the time of execution of this Agreement. FRANCHISEE, within a reasonable time, will make such expenditures as may be required to implement or adopt such changes or modifications.

FRANCHISEE shall within sixty (60) days of notice from BCT, make such modifications, changes and expenditures as are required to implement the use of all BCT proprietary or designated operating systems, including, but not limited to, new and/or modified software systems which may be designed for order entry, processing or delivery, accounting, product composition and for management reports. FRANCHISEE also understands and agrees that implementation of any BCT operating system may require linkage of FRANCHISEE to BCT by modem or other data transmission device and that the same may require, from time to time at FRANCHISEE'S expense, upgrading or modification.

6.14 BCT Home Page

BCT will establish and maintain an Internet website or home page (the "BCT® Home Page") to advertise and promote the BCT® Businesses, including FRANCHISEE'S BCT®

Business. All features of the BCT® Home Page, including the domain name, content, format, and links to other websites, will be determined by BCT, in its sole discretion. BCT will also have the right to modify, suspend or temporarily or permanently discontinue the BCT® Home Page at any time, in its sole discretion. Except as BCT may otherwise authorize in writing, BCT and its affiliates will have the sole right to advertise BCT® Businesses on the Internet, to sell merchandise directly to retail and/or wholesale customers via the Internet under the “BCT®” name and the Names and Marks, to create a website or home page containing the “BCT®” name and the Names and Marks, and to use “bct-net.com,” “bctonline.com,” “Orderprinting.com®” or any other Internet domain name which is a derivative of or related to any of the Names and Marks. FRANCHISEE will not establish or maintain a website or home page on the Internet for its BCT® Business, and will not use any of the Marks in any website or home page, without BCT’s prior written consent. FRANCHISEE will at all times maintain an e-mail address on the Internet as a method for communication with BCT and transmission of documents and other information, but shall not use any of the Names and Marks in its e-mail address or any Internet domain name without BCT’s prior written consent. In the event BCT makes sales directly to customers via the Internet, a National Account Program, or any other means, and provided that FRANCHISEE has complied with all applicable training, certification, technology and equipment requirements established by BCT, then BCT will offer FRANCHISEE the opportunity to fill orders received by BCT through such direct sales efforts for all customers who are located within FRANCHISEE’S Exclusive Territory as well as all customers for whom FRANCHISEE’S Designated Location is the nearest BCT Business. BCT will have the sole right to establish and administer direct and Internet sales programs and National Account Programs on behalf of the BCT System, and will have the right to offset any past-due amounts owed by FRANCHISEE to BCT against any payments due to FRANCHISEE with respect to FRANCHISEE’S sales to customer or participant in any such program.

6.15 Payments to BCT

FRANCHISEE acknowledges that BCT may receive commissions, volume discounts, purchase discounts, performance payments, signing bonuses, rebates, marketing and advertising allowances, co-op advertising, administrative fees, enhancements, price discounts, economic benefits and other payments (“Payments”) based upon purchases of products and services from designated suppliers, approved suppliers, BCT, and/or other suppliers, vendors and distributors (“Suppliers” or “Supplier”). Any Payments received by BCT from any Suppliers as a result of or based on FRANCHISEE’S purchases from those Suppliers will be the exclusive property of BCT and FRANCHISEE will not have any right to any Payments received by BCT from any Suppliers. If BCT is a Supplier for any products and services and if FRANCHISEE purchases products from BCT, then any Payment made to BCT by any Supplier that is based on FRANCHISEE’S purchases of any products and services from BCT will be the exclusive property of BCT and the Payment will be deemed to be a reduction of the price paid by BCT for the products and services sold to FRANCHISEE by BCT. FRANCHISEE will not, under any circumstances, have the right to receive or claim the right to any portion of any Payments received by BCT from any Supplier for the sale of any products and services purchased by BCT and thereafter sold to FRANCHISEE by BCT. FRANCHISEE further acknowledges that BCT may receive payment processing fees for administering National Account Programs, and that such fees will be the exclusive property of BCT.

7. FRANCHISEE’S RECORDS AND REPORTING

7.1 Accounting and Records

FRANCHISEE shall keep complete records of the business as prescribed by BCT, by establishing and maintaining an accounting and record-keeping system using the accrual method

of accounting and with the chart of accounts established by BCT. During the first eighteen (18) months of the franchise, the FRANCHISEE shall submit to BCT, within twenty-one (21) days after the end of each month a monthly profit and loss statement and balance sheet. After the first eighteen (18) months of operation, FRANCHISEE shall submit a quarterly profit and loss statement and balance sheet within twenty-one (21) days after the end of each calendar quarter.

7.2 Reports and Tax Returns

FRANCHISEE shall submit copies of Weekly Sales Reports to BCT showing the results of operations of FRANCHISEE'S BCT Business. The Weekly Sales Report shall be mailed to BCT and postmarked no later than Wednesday of each week for the previous week's operations. FRANCHISEE shall keep adequate records and books of account from which there may be readily determined the information required in the reports to be filed with BCT, and such books and records shall be open for inspection to BCT, or its agents, at all times during business hours. This information shall include all accounting records, computerized reports, books, customer files, sales and purchase records, Schedule C (Business Income) of income tax returns and sales tax records.

7.3 Additional Financial Statements

If BCT reasonably believes that any report, financial statement, tax return or schedules furnished by FRANCHISEE, understates the gross sales of the BCT Business, distorts any other information or is unclear or misleading, BCT shall have the right to require FRANCHISEE to furnish audited financial statements thereafter.

8. INSPECTION AND AUDITS

8.1 Right to Inspect the BCT Business

To determine whether FRANCHISEE is complying with this Agreement, BCT or its authorized agents or representatives shall have the right at any time during business hours, and without prior notice to FRANCHISEE, to inspect the BCT Business and the business records, bookkeeping and accounting records, sales receipts, invoices, payroll records, check stubs, bank deposit receipts, sales tax records and returns and other supporting records and returns or documents of the BCT Business and FRANCHISEE. BCT shall have the further right to take or supervise a physical inventory of all products, materials and supplies of the BCT Business. FRANCHISEE shall fully cooperate with representatives of BCT making any such inspection or conducting, supervising or observing any such inventory. BCT shall notify FRANCHISEE of any deficiencies detected during the inspection and FRANCHISEE shall diligently correct any such deficiencies. Upon notification by BCT that any equipment, supplies, or products do not meet the specifications, standards and requirements of BCT, FRANCHISEE shall immediately desist and refrain from further use thereof.

8.2 Right to Audit

BCT shall have the right at any time during business hours, and without prior notice to FRANCHISEE, to audit or cause to be audited all reports, tax returns, financial statements and schedules and other forms, information and supporting records which FRANCHISEE is required to submit to BCT hereunder, as well as the books and records of the BCT franchise, the BCT Business, and any corporation, limited liability company or partnership which owns or operates the BCT franchise and/or BCT Business, whether such records are maintained by FRANCHISEE or its accountants. FRANCHISEE shall fully cooperate with representatives of BCT and/or independent accountants hired by BCT conducting any such audit. In the event any such audit shall disclose an understatement of the

gross sales of the BCT franchise, as defined in Section 5.3, FRANCHISEE shall pay to BCT, within fifteen (15) days after receipt of the audit report, the Royalty Fees, Advertising and Promotion Fees or any other amounts due on the amount of such understatement, plus interest at the rate set forth in Section 5.7 from the date originally due until the date of payment. Further, in the event such audit is made necessary by the failure of FRANCHISEE to furnish reports, financial statements or tax returns or schedules as herein required, or to furnish such reports and information on a timely basis, or if an understatement of gross sales for any period is determined by any such audit to be greater than two percent (2%), then unless FRANCHISEE demonstrates to the sole satisfaction of BCT, that such understatement results from an inadvertent error, FRANCHISEE shall reimburse BCT for the cost of such audit, including without limitation the charges of any independent accountants and the travel expenses, room and board and compensation of employees of BCT. The foregoing remedies shall be in addition to all other remedies and rights of BCT hereunder or under applicable law.

9. MANUALS

BCT has developed and will loan to FRANCHISEE during the term of this franchise one copy of its "Operating Manual" or "Operations Manual" and one copy of its other written manuals relating to the operations of a BCT Business (sometimes collectively referred to as the "Manuals"), containing mandatory and suggested specifications, standards and operating procedures prescribed from time to time by BCT for BCT Businesses and information relative to other obligations of FRANCHISEE hereunder and the operation of the BCT Business. BCT shall have the right to add to and otherwise modify the Manuals or any other manual or book loaned to FRANCHISEE from time to time to reflect changes in products and services, standards of quality or service for the operation of a BCT Business, provided that no such addition or modification shall alter FRANCHISEE'S fundamental status and rights under this Agreement. The Manuals and/or videotapes or books loaned to FRANCHISEE by BCT contain proprietary information of BCT and FRANCHISEE agrees to keep the Manuals, videotapes and books loaned to FRANCHISEE confidential at all times during and after the term of this franchise.

10. TRADE SECRETS

FRANCHISEE acknowledges that knowledge of the operation of a BCT Business will be derived from information disclosed to FRANCHISEE by BCT pursuant to this Agreement and that certain information, including, without limitation, the BCT Manuals, videotapes and software are proprietary, confidential and a trade secret of BCT.

FRANCHISEE agrees at all times to keep the BCT System confidential, including, without limitation, recommended price lists and pricing data, all manuals of business practices and policies, the Manuals, technical bulletins, videotapes or other material which may at any time be made available to FRANCHISEE. FRANCHISEE further agrees not to use, divulge, copy, publish or otherwise duplicate or exhibit such materials or permit others to do so, and to disclose the same only in the ordinary course of business and only to the extent necessary therefore to employees of FRANCHISEE. FRANCHISEE will require each of its employees who have access to the Manuals or any proprietary, confidential or trade secret materials to sign a Confidentiality and Noncompetition Agreement substantially in the form attached hereto as Exhibit "D".

11. NAMES AND MARKS

11.1 Name of Franchised BCT Business

FRANCHISEE agrees the franchised BCT Business shall be named BCT or Business Cards Tomorrow, without any suffix or prefix attached thereto, unless used to identify the location of the BCT Business, and will bear signs, advertising, and slogans which denote that the franchised BCT Business is only named BCT or Business Cards Tomorrow. FRANCHISEE shall not use, or register with any governmental agency, all or any portion of the BCT or BUSINESS CARDS TOMORROW name, nor any of the Names and Marks in its corporate name, nor associate such therewith in any manner. FRANCHISEE shall affix a sign in the franchised BCT Business in a conspicuous place, in view of the general public, as well as on customer invoices, indicating the following:

BCT A Franchise licensed to and operated by:
(legal owner's name)

FRANCHISEE shall use the name BCT and its BCT Business number on all invoices, orders, vouchers, letterhead and other similar material. All invoices, letterhead, or other advertisements shall indicate that FRANCHISEE is a BCT franchise.

FRANCHISEE shall not use any BCT Name or Mark in connection with the sale of any unauthorized service or product, at any location other than its BCT Business, in any area other than its Exclusive Territory, or in any other manner not explicitly authorized in writing by BCT.

11.2 Ownership of Names and Marks

FRANCHISEE acknowledges that BCT is the owner of all Names and Marks licensed to FRANCHISEE by this Agreement, that FRANCHISEE'S right to use the Names and Marks is derived solely from this Agreement, is limited to use in connection with the operation of the BCT Business in compliance with this Agreement at the Designated Location, and by all applicable standards, specifications and operating procedures prescribed by BCT from time to time during the term of this Agreement. FRANCHISEE agrees that all usage of the Names and Marks and any goodwill established thereby shall inure to the exclusive benefit of BCT. FRANCHISEE further agrees that after the termination or expiration of this Agreement, FRANCHISEE will not identify FRANCHISEE or any thermography or rubber stamp business, or any other business as a BCT Business, a former BCT Business, or as a FRANCHISEE otherwise associated with BCT, or use in any manner or for any purpose any Name or Mark or other indicia of a BCT Business.

11.3 Notification of Infringements and Claims

FRANCHISEE shall immediately notify BCT of any apparent infringement of or challenge to FRANCHISEE'S use of any Name or Mark and FRANCHISEE shall not communicate with any person other than BCT and its counsel in connection with any such infringement, challenge or claim. After notification, BCT shall have sole discretion to take such action as it deems appropriate and the right to exclusively control any litigation or Patent and Trademark Office proceeding or other administrative proceeding arising out of any such infringement, challenge or claim or otherwise relating to any Name or Mark, and FRANCHISEE agrees, at its expense, to execute any and all instruments and documents, and to do such acts and things as may, in the opinion of BCT's counsel, be necessary or advisable to protect and maintain the interest of BCT in any such litigation or Patent and Trademark Office proceeding or other proceeding. If at any time BCT determines, in its sole discretion, that it is necessary to modify or cease using any of the Names and Marks, then FRANCHISEE will, at its expense, promptly modify its use of the Names and Marks or cease using any of the Names and Marks as directed by BCT.

12. ASSIGNMENT, TRANSFER AND ENCUMBRANCE

12.1 By BCT

This Agreement and the Franchise are fully assignable and transferable by BCT and shall inure to the benefit of any assignee, transferee or other legal successor to the interest of BCT herein, provided that, with respect to any assignment or transfer resulting in subsequent performance by assignee or transferee of the function of BCT:

(A) The assignee or transferee shall be financially responsible; and

(B) The assignee or transferee shall expressly assume and agree to perform the obligations of BCT herein.

12.2 By Franchisee

The FRANCHISEE'S rights and obligations under this Agreement shall not be subject to sale, assignment, transfer, gift, pledge, mortgage, or encumbrance (all of which are hereinafter included within the term "Transfer") in whole or in part in any manner whatsoever without the prior written consent of BCT. Before BCT shall grant its consent, FRANCHISEE must first send to BCT a true and correct copy of the executed contract between FRANCHISEE and the proposed transferee which must be subject to the right of first refusal of BCT as set forth in Section 12.4. Any purported "Transfer" without the prior written consent of BCT shall be null and void and shall constitute a material default under this Agreement. In considering a request for "Transfer," BCT will consider among other factors, the qualifications, character, business experience, aptitude and financial resources of the Transferee to own and operate the BCT Business, whether the Transferee is able to personally devote its full time and best efforts to managing the BCT Business, and whether the transferee otherwise meets BCT's then applicable standards for franchisees. In addition, BCT shall require as a condition precedent to granting its consent that:

(A) BCT has approved the proposed BCT Business "Transfer" agreement, which agreement shall provide: that FRANCHISEE and its shareholders (if BCT has consented to the franchise being owned by a corporation) have assumed and agreed to remain liable to BCT for all obligations, covenants and agreements contained in this Agreement, or other agreements and legal documents customarily used by BCT, or in the alternative, that FRANCHISEE and/or its shareholders have agreed to remain personally liable to BCT for all obligations, covenants and agreements contained herein, or any other agreements and legal documents by and between BCT and FRANCHISEE; and that the Transferee must be approved by BCT and shall execute BCT's then current form of Franchise Agreement required for new franchisees purchasing a franchise at the time, as well as other agreements and legal documents then customarily required by BCT; and

(B) FRANCHISEE shall have paid all Royalty Fees, Advertising and Promotion Fees, amounts owed for products purchased by FRANCHISEE from BCT or any affiliated company, and all other amounts owed to BCT, any subsidiary or affiliate which are due as of the date of the Transfer; and

(C) All accrued and outstanding obligations of FRANCHISEE to third parties shall have been satisfied as of the date of the Transfer; and

(D) FRANCHISEE and all officers, directors and shareholders of FRANCHISEE (if BCT has consented to corporate transfer) have executed a general release under seal, in a form satisfactory to BCT, of any and all claims against BCT and its officers, directors, shareholders, and employees, in their corporate and individual capacities, including without limitation, claims arising under federal, state and local laws, rules and ordinances; and

(E) FRANCHISEE or the Transferee has paid a Transfer Fee of Eight Thousand, Five Hundred Dollars (\$8,500) to BCT. The Transfer Fee must be paid prior to consummating the Transfer. This fee is partly used to help defray BCT's administrative, legal and training expenses incurred in connection with such Transfer; provided, however, that the Transferee must pay all travel, lodging, transportation and other expenses it incurs in connection with attending BCT's training program.△

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(F) The Transferee has submitted an application to BCT for approval as a franchisee and Transferee has completed an interview at the headquarters of BCT in Fort Lauderdale, Florida; and

(G) The Transferee shall within a reasonable time, not to exceed one hundred eighty (180) days, make such expenditures and changes as may be necessary to upgrade all equipment and operating systems to the then current BCT Standards applicable for new BCT franchisees, and shall attend and successfully complete BCT's initial training program for new franchisees.

12.3 Ownership by a Partnership, Limited Liability Company or Corporation

If FRANCHISEE desires to "Transfer" rights to a corporation, limited liability company or partnership:

(A) Said corporation, limited liability company or partnership shall be newly organized and its articles, charter, by-laws and other organizational documents shall provide that its activities are confined exclusively to acting as a FRANCHISEE of BCT as franchised under this Agreement; and

(B) FRANCHISEE shall be and shall remain the owner of a majority of the stock of the corporation or membership interests of the limited liability company, or shall be and remain a general partner of a general or limited partnership; and

(C) The individual FRANCHISEE (or, if FRANCHISEE is a general partnership, one of the partners) shall be and shall remain the principal executive officer of the corporation or limited liability company, or the general partner of the partnership; and

(D) The corporation, limited liability company or partnership shall enter into a written assignment with FRANCHISEE and BCT, in a form satisfactory to BCT, assuming all of FRANCHISEE'S obligations hereunder; and

(E) All shareholders, members and partners of the corporation, limited liability company or partnership, as well as the spouses of such shareholders, members or partners, shall sign the Personal Guaranty attached to this Agreement; and

(F) Each stock certificate of the Corporation shall be conspicuously endorsed on its face "The shares represented by this certificate are subject to the terms of an agreement that is dated (DATE) between (NAME OF ISSUING CORPORATION) and BCT, which inter alia restricts transfer, restricts activities in which (NAME OF ISSUING CORPORATION) may engage and imposes restrictions on shareholders" and

(G) No new shares of stock in the Corporation or partnership or membership interests shall be issued to any person, partnership, trust, foundation, or corporation without obtaining BCT's prior written consent and then only upon disclosure of the terms and conditions contained herein being made to the prospective new holders of the stock or partnership or membership interests; and

(H) All accrued money obligations of FRANCHISEE to BCT, its subsidiaries or assigns, shall be satisfied prior to assignment or transfer; and

(I) There shall be no existing default in the performance or observance of any of FRANCHISEE'S obligations under this Agreement or any other agreement with BCT; and

(J) FRANCHISEE shall submit to BCT at any time upon request, in such form as BCT may require, a list of all partners, shareholders or members of record reflecting their respective interests in the organization; and

(K) FRANCHISEE may not use any BCT trademarks, service marks or trade names in a public offering of its securities except to reflect the franchise relationship with BCT. Any prospectus or registration statement proposed to be used in such a public offering must be submitted to BCT within a reasonable time prior to the effective date thereof for the limited purpose of permitting BCT to verify the FRANCHISEE'S compliance with this paragraph.

12.4 BCT's Right of First Refusal

If FRANCHISEE or its owners shall at any time determine to sell the franchised BCT Business (or substantially all of the assets used in operating the BCT Business) or an interest in the franchise, FRANCHISEE or its owners shall obtain a true and correct copy of the executed contract, subject to this paragraph's "Right of First Refusal," from a responsible and fully disclosed purchaser and shall submit an exact copy of such contract to BCT. BCT shall, for a period of fifteen (15) days from the date of delivery of such contract have the right, exercisable by written notice to FRANCHISEE or its owners, to purchase the BCT Business or such interest for the price and on the terms and conditions contained in such contract, provided that BCT may substitute cash for any form of payment proposed in such contract and shall have not less than thirty (30) days from the date of written notice to FRANCHISEE days to prepare for closing. If BCT does not exercise its right of first refusal, FRANCHISEE or its owners may complete the sale of the franchised BCT Business or such interest pursuant to and on the terms and conditions of such contract, subject to BCT's approval of the purchaser as provided in Section 12.2, provided further, that if the sale to such purchaser is not completed within

one hundred twenty (120) days after delivery of such contract to BCT or if there is a material change in the terms of the same, BCT shall again have the right of first refusal herein provided.

12.5 Death or Incapacity

Upon the death or permanent incapacity of FRANCHISEE or a BCT approved Transferee of the franchise, the executor, administrator, conservator or other personal representative of such person shall transfer his/her interest to a third party approved by BCT within a reasonable time. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any inter vivos transfer, and if the heirs or beneficiaries of any such person are unable to meet the conditions of Section 12.2, such personal representative shall have a reasonable time to dispose of the interest of the deceased or incapacitated person, which disposition shall be subject to all the terms, and conditions for transfers contained in this Agreement. BCT's consent to a transfer of any interest subject to the restrictions of Section 12.2 shall not constitute a waiver of any claim it may have against the Transferor, nor shall it be deemed a waiver of BCT's right to demand exact compliance with any of the terms and conditions of this Agreement by the Transferee.

13. TERMINATION OF THE FRANCHISE

13.1 Termination Causes

BCT, at its option and without prejudice to any other rights or remedies provided for hereunder or by law or equity, may terminate FRANCHISEE'S rights and franchise hereunder in the event of any of the following:

(A) If FRANCHISEE commits a material breach of this Agreement or if FRANCHISEE materially defaults in the payment of any indebtedness to BCT, FRANCHISEE'S landlord, FRANCHISEE'S suppliers, or other persons arising out of the purchase of supplies or equipment, and such default is not cured within thirty (30) days of notice to the FRANCHISEE; or

(B) If FRANCHISEE files a voluntary petition in bankruptcy or a petition in bankruptcy is filed against FRANCHISEE and consented to by the FRANCHISEE, or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any law or admitting or failing to contest the material allegations of any such pleading filed against FRANCHISEE, or FRANCHISEE is adjudicated a bankrupt or insolvent, or a receiver or other custodian is appointed for a substantial part of the assets of FRANCHISEE or the BCT BUSINESS, or a final judgment remains unsatisfied of record for ninety (90) days or longer (unless supersedeas bond is filed), or if execution is levied against any substantial part of the assets of the BCT Business or suit to foreclose any lien or mortgage is instituted against the BCT Business and not dismissed within ninety (90) days, or if the real or personal property of the BCT Business is sold after levy of judgment thereupon by any sheriff, marshal or constable, or the claims of creditors of the FRANCHISEE or the BCT Business are abated or subject to a moratorium under any law; or

(C) If FRANCHISEE abandons the BCT Business or if FRANCHISEE loses possession of the BCT Business premise and fails to open for business at a new BCT-approved location within three (3) months thereafter. Abandonment shall include instances where the BCT Business has remained closed for business more than five (5) consecutive business days, for reasons not beyond FRANCHISEE'S control and/or without BCT's consent; or

(D) If BCT determines that FRANCHISEE is conducting business under this Agreement in a manner likely to impair the value or reputation of the BCT System or the Names and Marks, and FRANCHISEE fails to cure same within seven (7) days of notice to FRANCHISEE; or

(E) If FRANCHISEE attempts to or effects a Transfer of the franchised BCT Business, the BCT Franchise or ownership of the Franchise or this Agreement without the consent of BCT, and fails to cure same within thirty (30) days of notice to FRANCHISEE; or

(F) If FRANCHISEE commits any fraud or material misrepresentation or omission upon BCT, including but not limited to, any material misrepresentation or omission on the franchise application, Financial Statements or Confidential Questionnaire; or

(G) If FRANCHISEE misuses any of BCT's Names and Marks and fails to cure same within seven (7) days of notice to FRANCHISEE; or

(H) If FRANCHISEE fails to maintain the BCT Business, or provide services or products in accordance with BCT's methods and procedures of standards of quality, or offers services or products from its BCT Business which are not authorized or are prohibited by BCT in establishing standards for the BCT System, and fails to remedy same within thirty (30) days of notice to FRANCHISEE; or

(I) Except as hereinafter set forth in (J) below, for repeated material breaches (more than two (2) within any three (3) year period) of this Agreement by FRANCHISEE, whether cured or not; or

(J) If FRANCHISEE fails to enter into a lease agreement or, along with FRANCHISEE'S Lessor, to execute the Collateral Assignment of Lease and Consent of Lessor Agreement, a copy of which is attached hereto as Exhibit "B," for the BCT Business within thirty (30) days after the date of this Agreement, or otherwise fails to comply with Section 16.1; or

(K) If FRANCHISEE submits to BCT on two (2) or more separate occasions at any time during the term of this franchise, any report, financial statement, tax return or schedule or other information or supporting record which understates the gross sales of the franchise for any period by more than two percent (2%), unless FRANCHISEE demonstrates to the sole satisfaction of BCT, that such understatement results from inadvertent errors; or

(L) If FRANCHISEE or any of its principal officers or general partners is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other crime or offense that is likely to adversely affect the reputation of the BCT Business and the goodwill associated with the BCT Names and Marks, or FRANCHISEE fails to file any required federal, state or other income or sales tax return or fails to timely pay any federal, state or other income or sales taxes when due; or

(M) If FRANCHISEE suffers violation of any law, ordinance, rule or regulation of a governmental agency in connection with the operation of the BCT Business, and permits the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation, constitutionality, or legality of such law, ordinance, rule or regulation, and FRANCHISEE promptly resorts to courts or forums of appropriate jurisdiction to contest such violation or legality; or

(N) If FRANCHISEE refuses to permit BCT to audit FRANCHISEE'S books and records, or if FRANCHISEE consistently fails or refuses to submit when due weekly, monthly or

quarterly reports, monthly or quarterly or annual financial statements, tax returns, schedules or other information or supporting records, or to pay when due the Royalty Fees, Advertising and Promotion Fees, amounts due for any item purchased from BCT or other payments due to BCT or otherwise repeatedly fails or refuses to comply with this Agreement, whether or not such failures or refusals are corrected after notice thereof is delivered to the FRANCHISEE;

(O) If any law or regulation by any competent authority with jurisdiction over this Agreement shall limit BCT's rights of termination or require a longer or different notice than that specified hereinabove in Section 13, then the provisions of this Section 13 shall be deemed amended to conform with the requirements of such law or regulations.

(P) BCT may terminate this franchise should it determine, in its sole discretion, to cease all franchise operations. In this event FRANCHISEE shall have no further obligations under this Agreement and shall comply in all respects with Sections 14.1 through 14.6 and Section ~~14.9~~.

(Q) Where notice of default and demand for performance is not given when and to the extent required, failure to give such notice or demand shall not constitute a waiver of the default nor a waiver of any other term hereof. If any of the provisions of this Section are inconsistent with applicable state law, the requirements of applicable state law will govern.

14. FRANCHISEE'S RIGHTS AND OBLIGATIONS UPON TERMINATION OR EXPIRATION

14.1 Payment of Amounts Owed

FRANCHISEE shall pay within fifteen (15) days after the effective date of termination or expiration all monies due BCT under this Agreement, and otherwise for products purchased by FRANCHISEE from BCT or as a result of any purchase of equipment, supplies, or inventories from BCT or any affiliate thereof or any interest due BCT on any of the foregoing and all other amounts owed to BCT which are then unpaid.

FRANCHISEE shall pay off any note obligations to BCT, and pay off any equipment or other lease obligation in which BCT is guarantor, or otherwise do all things necessary to cause BCT to be released as guarantor.

14.2 Return of Manuals and Catalogs

FRANCHISEE shall cease the use of and return to BCT all Manuals, videotapes, books and other manuals, catalogs, computer software, and instruction materials loaned to FRANCHISEE and anything constituting trade secrets or proprietary information or materials of BCT. It is agreed and understood that BCT is the sole owner of and has proprietary interest in and to all of the above, along with any additions or alterations made to the same by either FRANCHISEE or BCT.

14.3 Signs and FRANCHISEE Identification

FRANCHISEE shall remove all signs, emblems, markings, coloring and displays identifying FRANCHISEE'S association with BCT and the BCT System from the Designated Location and any vehicles used in connection with FRANCHISEE'S business.

14.4 Names and Marks or Other Indicia

FRANCHISEE shall cease to use^Δ: (a) all of BCT's copyrighted or trade secret materials^Δ; (b) all Names and Marks, trademarks, service marks and trade names^Δ of BCT; and (c) all paper or plastic goods, emblems and displays with any of the Names and Marks imprinted thereon. Further, FRANCHISEE shall cancel all assumed names or equivalent registrations relating to the use of any trademarks, service marks or trade names. Any use of any of the Names and Marks by FRANCHISEE after termination or expiration of this Agreement will constitute infringement of BCT's rights to the Names and Marks and will constitute an "exceptional case" under federal trademark law (15 U.S.C. § 1117) entitling BCT to recover treble damages, costs and attorneys' fees in addition to injunctive relief and such other remedies as may be available under applicable law. Any use by FRANCHISEE of any of BCT's proprietary or trade secret materials or information after expiration or termination of this Agreement will constitute willful and malicious misappropriation entitling BCT to recover double and exemplary damages as well as injunctive relief and such other remedies as may be available under applicable law. Any use by FRANCHISEE of any of BCT's copyrighted materials after expiration or termination of this Agreement will constitute willful infringement entitling BCT to all available remedies therefor under applicable law.

14.5 Telephone Services

FRANCHISEE shall notify the telephone company and all listing agencies of the termination or expiration of FRANCHISEE'S right to use any telephone number and any regular classified Yellow Page or other telephone directory listings or advertising associated with any Name or Mark or with the BCT Business and to authorize transfers of same to BCT or BCT's designee. FRANCHISEE acknowledges that as between BCT and FRANCHISEE, BCT has the sole right to and interest in all telephone numbers and directory listings associated with any Names or Marks or the BCT Business and authorizes BCT, and hereby appoints BCT and any officer of BCT as FRANCHISEE'S agent and attorney in fact, to direct the telephone company and all listing agencies to transfer the same to BCT should FRANCHISEE fail or refuse to do so, and the telephone company and all listing agencies shall accept such direction of this Agreement as conclusive of the exclusive rights of BCT in such telephone numbers and directory listings and its authority to direct their transfer.

14.6 Notification of Customers, Suppliers and Vendors

Upon termination for any reason, FRANCHISEE shall immediately provide to BCT^Δ, in print, electronic or such other format as BCT may designate, current and complete lists of FRANCHISEE'S customers, suppliers, and vendors, together with all customer files and documents, including complete electronic and hard copies of all data files and documents and all customer artwork in hard copy and electronic format. Upon receipt of such lists, BCT shall notify all customers, suppliers, and vendors, and/or verify such notification by FRANCHISEE, that as of the date of termination or expiration of this Agreement, FRANCHISEE is no longer associated with BCT.

14.7 Covenant Not to Compete

In the event of termination of the franchise hereunder, or upon expiration of this Agreement, FRANCHISEE agrees that for a period of two (2) years, commencing on the effective date of termination or expiration of this Agreement or the date on which FRANCHISEE ceases to conduct the business conducted pursuant to this Agreement, or the date on which FRANCHISEE ceases to hold any interest prohibited below, whichever is later, FRANCHISEE will not help, invest in, make loans to, be the landlord of nor have any interest as an owner (except of publicly held securities that are traded on a stock

exchange or on the over-the-counter market), partner, director, officer, employee, consultant, representative or agent, or in any other capacity in any thermographic business or any business which is the same, similar to or competitive with BCT and the BCT System, within a radius of fifty (50) miles of the Exclusive Territory. To the extent that this paragraph is deemed unenforceable by virtue of its scope in terms of area or length of time, but may be enforceable by reduction of either or both thereof, FRANCHISEE and BCT agree that the same shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought.

FRANCHISEE expressly agrees that the existence of any claims FRANCHISEE may have against BCT or any parent, subsidiary or affiliate of BCT, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by BCT of this covenant not to compete.

14.8 BCT's Option to Purchase

If this Agreement expires or is terminated by either BCT or FRANCHISEE for any reason whatsoever, or if FRANCHISEE at any time ceases to do business as a BCT Business (a "Triggering Event"), then BCT will have the right, but not the obligation, to purchase the usable equipment and other assets utilized by FRANCHISEE in the operation of its BCT Business (the "Assets"). BCT will not have the obligation to purchase any assets from FRANCHISEE that are not part of a standard BCT Business. Within two business days after the Triggering Event, FRANCHISEE must give BCT written notice of FRANCHISEE'S asking price for each of the Assets. If FRANCHISEE fails to give BCT written notice of the asking price for the Assets, BCT may give FRANCHISEE written notice of its proposed price for the Assets. If BCT and FRANCHISEE do not agree on the price of the Assets, then either party will have the right to demand that the price of the Major Assets be determined by arbitration as provided for in Section 15.2 of this Agreement. The arbitration hearing will be held as soon as possible, but in no event later than seven days after the date arbitration is demanded by either party. The Arbitrator will not consider any value for goodwill associated with the name "BCT®" in determining the fair market value of the Assets since the right of purchase granted to BCT pursuant to this provision applies only after this Agreement has expired or been terminated or FRANCHISEE has ceased doing business. The Arbitrator may not include the value of the Lease for the Designated Location if BCT gives the Arbitrator written notice that it intends to exercise its right to assume the Lease pursuant to the Collateral Assignment of Lease and Consent of Lessor. If the Arbitrator is unable to determine the fair market value of any of the Assets, then they will be valued at book value as determined by generally accepted accounting principles (cost less depreciation). BCT will have the right, but not the obligation, to purchase any or all of the Assets from FRANCHISEE for cash within 20 days after the fair market value of the Assets has been agreed to by BCT and FRANCHISEE or established by the Arbitrator in writing. Nothing in this provision may be construed to prohibit BCT from enforcing the post-term obligations and conditions of this Agreement, including the covenants not to compete contained in Section 14.7.

14.9 Continuing Obligations

All obligations of BCT and FRANCHISEE which expressly or by their nature survive the expiration or termination of this Franchise shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement and until they are satisfied in full or by their nature expire.

15. ENFORCEMENT

15.1 Judicial Enforcement, Injunction, and Specific Performance

Notwithstanding the provisions of Section 15.2 of this Agreement, BCT shall be entitled, without posting a bond, to the entry of temporary and permanent injunctions and orders of specific performance enforcing the provisions of this Agreement relating to (a) FRANCHISEE'S use of (i) any BCT Names and Marks, (ii) any aspect or component of the BCT System or (iii) signs, emblems, color and insignias used or associated with the BCT System, (b) the obligations of FRANCHISEE upon termination or expiration of the franchise, or (c) assignment of the franchise and ownership of FRANCHISEE. If BCT secures any such injunction or order of specific performance, FRANCHISEE agrees to pay to BCT an amount equal to the aggregate of its costs of obtaining such relief, including, without limitation, reasonable attorney's fees, cost of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and any damages received by BCT as a result of the breach of any such provisions.

The parties shall be entitled to specific performance of the provisions of this Agreement. Nothing shall bar BCT's right to obtain injunctive relief against threatened conduct that will cause it loss or damages under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. The rights of BCT and FRANCHISEE are cumulative and no exercise or enforcement by BCT or FRANCHISEE of any right or remedy shall preclude the exercise or enforcement by BCT of any other right or remedy of which BCT is entitled by law or equity to enforce.

All litigation and court proceedings initiated by either party shall be venued exclusively in Broward County, Florida. FRANCHISEE, its officers and shareholders, and BCT each agree and submit to personal jurisdiction in the State of Florida for purposes of any litigation and court proceedings relating to the franchise or this Agreement, and waive any rights to contest or object to venue or jurisdiction in Broward County, Florida.

15.2 Mediation/Arbitration

(a) **Mediation**. The parties hereto agree that before resorting to binding arbitration that if any dispute arises between the parties hereto, any affiliated companies thereof or any of their officers, directors, partners, joint venturers, employees, agents, representatives or those in active concert with any of such parties, relating to anything other than the matters set forth in Section 15.1, the parties hereto agree to first try in good faith before resorting to arbitration, to settle the dispute by mediation administered and supervised by the National Arbitration Forum under its procedures for commercial mediation in Fort Lauderdale, Florida, unless agreed otherwise by the parties. Disputes subject to mediation shall be all controversies, claims, and matters from the beginning of time, whether contractual or tort in nature, except for those matters specifically excluded in Section 15.1 above. The party who seeks resolution of a controversy, claim or dispute or other matter in question shall notify the other party and the National Arbitration Forum, P.O. Box 50191, Minneapolis, Minnesota (www.arb-forum.com) in writing of the existence and subject matter of such controversy, claim or dispute. Unless mutually agreed otherwise, the parties shall meet with the mediator within sixty (60) days after the recipient party has received notice of the dispute, and agree to utilize their best efforts and all expediency to resolve the matters in dispute. The mediation shall not continue longer than one (1) hearing day without the written approval of both parties. Neither party shall be bound by any recommendation of the mediator, however, any agreement reached during mediation shall be final and conclusive. The expense of mediation shall be shared equally by both parties. The parties' obligation to mediate will be deemed to be satisfied after one (1) hearing day or sixty (60) days after a mediation demand has been made if any party fails to appear or participate in good faith in the mediation.

BCT and the FRANCHISEE each agree that the mediation process is negotiation for the purpose of compromise. All offers, promises, conduct, and statements, whether oral or written, made in the course

of the mediation process by any of the parties, their agents, employees, experts, and attorneys, shall be confidential. FRANCHISEE acknowledges that BCT may require the FRANCHISEE to execute a confidentiality agreement pertaining to the mediation process. Notwithstanding the foregoing, evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or not discoverable as a result of its use in the mediation process.

In the event the parties are unable to reach an agreement by mediation then in that event all disputes, controversies, claims or causes of action shall be submitted to arbitration pursuant to paragraph (b) hereinafter.

(b) **Arbitration.** Any dispute, controversy, claim or cause of action arising between the parties, including any dispute as to the arbitrability of any such controversy, claim or cause of action (other than as BCT elects to enforce as set forth in Section 15.1 above "Judicial Enforcement, Injunction and Specific Performance," or the obligations of FRANCHISEE upon termination or expiration of the franchise, and assignment of the franchise) shall be submitted to binding arbitration in Fort Lauderdale, Florida, or if BCT shall no longer maintain an office in Fort Lauderdale, Florida, then the home office of BCT. Arbitration shall be conducted pursuant to the United States Arbitration Act (9 U.S.C. Section 1 *et seq.*), if applicable, and the Code of Procedure of the National Arbitration Forum (relating to the arbitration of disputes arising under franchise and license agreements, if any, otherwise, the general rules of commercial arbitration), provided that the arbitrator shall award, or include in his/her award, the specific performance of this Agreement, and the arbitrator shall issue a written opinion explaining the reasons for his/her decision and award. If a claim for amounts owed by FRANCHISEE to BCT is asserted in the arbitration proceeding and if BCT shall prevail on such claim, BCT shall be entitled to so much of its costs and expenses including accounting and legal fees, as are attributable to the prosecution thereof. Any arbitration proceeding conducted hereunder shall entitle each party to offer opening statements; to introduce all relevant and non cumulative evidence, testimony, records, affidavits, documents, and memoranda in their direct case; to cross examine any person who testifies against them or in favor of another party; to introduce rebuttal evidence, testimony, records, affidavits, documents, and memoranda; and to offer a closing statement. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction thereof or of BCT or of FRANCHISEE. During the pendency of an arbitration proceeding hereunder, FRANCHISEE and BCT shall fully perform and comply with the provisions of this Agreement.

16. MISCELLANEOUS

16.1 Mutuality of Performance and Cooperation

It is the intent and within the contemplation of the parties to this Agreement that FRANCHISEE shall assist, cooperate and execute necessary documents for the establishment of the BCT Business, and shall make FRANCHISEE available for the receipt of all equipment and for all other phases involved in the establishment of the BCT Business.

BCT shall have the right of final approval or disapproval of a proposed site location within the Exclusive Territory. Once FRANCHISEE has selected an approved site, FRANCHISEE shall effect a lease for the BCT Business within forty-five (45) days after the lease has been negotiated and is presented to FRANCHISEE for signature by the landlord.

FRANCHISEE shall take possession and open the BCT Business for business within ninety (90) days after commencement of the lease for the Designated Location, or upon the BCT Business becoming operational, whichever occurs first.

16.2 Independence of FRANCHISEE

FRANCHISEE is and shall be at all times during the term of this Agreement an independent contractor, and not an agent or employee of BCT. FRANCHISEE is not a partner or joint venturer with BCT. BCT and FRANCHISEE will indemnify and hold the other harmless from any and all claims, suits, fines, demands, or actions of any kind arising out of or in connection with their respective businesses.

16.3 Abandonment or Surrender by FRANCHISEE

If FRANCHISEE shall, for any reason, abandon or surrender or have revoked, all or any part of FRANCHISEE'S rights and privileges under this Agreement, all such rights and privileges shall revert to BCT.

16.4 FRANCHISEE May Not Withhold Payments Due

FRANCHISEE agrees that FRANCHISEE will not, on grounds of any alleged nonperformance by BCT of any of its obligations hereunder or for any other reason, withhold payment of any Royalty Fees, Advertising and Promotion Fees, amounts due BCT for equipment and products purchased by FRANCHISEE or any other amounts due BCT.

16.5 Waiver by BCT

No delay, waiver, omission or forbearance on the part of BCT to exercise any right, option, duty or power arising out of any breach or default by FRANCHISEE, or by any other franchisee, or out of any of the terms, provisions or covenants contained herein, shall constitute a waiver by BCT to enforce any such right, option, duty or power as against FRANCHISEE, or as to any subsequent breach or default by FRANCHISEE.

16.6 Severability

Should any provision of this Agreement for any reason be construed or declared to be invalid, such provision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect, as if this Agreement had been executed with such invalid portion eliminated.

16.7 Previous Agreements and Representation

Upon execution of this Agreement by the parties, all previous agreements, contracts, arrangements or understandings of any kind relative to the franchise herein granted, are canceled and all claims and demands thereon are fully satisfied.

No agent or representative of BCT has the authority to make representations, statements, warranties or agreements not herein expressed, or to make any representations or statements about the franchise which are inconsistent with, or not expressed in, the Offering Circular received by FRANCHISEE, and FRANCHISEE acknowledges that no reliance thereon has been considered in the signing of this Agreement.

16.8 Notice

Under the terms of this Agreement, whenever notice is required, the same shall be given in writing and delivered personally, sent by United States Certified or Registered Mail, or delivered by an overnight delivery service (such as Federal Express, Airborne Express or UPS) that requires a written receipt for delivery to the addressee. All such notices intended for FRANCHISEE shall be addressed to FRANCHISEE at the address set forth above. All such notices intended for BCT shall be addressed to it at such address or addresses as may be designated in writing by BCT. Notices shall be effective: (a) upon delivery if a written receipt is obtained; or (b) five (5) days after deposit with the United States Postal Service, postage pre-paid, in the case of notices sent by Certified or Registered Mail.

16.9 Terminology and Construction

Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. The headings of the Sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of such Sections or paragraphs. The term "FRANCHISEE" as used herein is applicable to one or more persons, a corporation or a partnership, as the case may be, and the singular usage includes the plural and the masculine and neuter usages include the other and the feminine. Reference to "FRANCHISEE," and "assignee(s)" and "transferee(s)" which are applicable to an individual or individuals shall mean the principal owner or owners of the equity or operating control of FRANCHISEE or any such assignee or transferee if FRANCHISEE or such assignee or transferee is a corporation or partnership. This Agreement may be executed in multiple copies, each of which shall be deemed an original. Time is of the essence of this Agreement.

16.10 Entire Agreement

This Agreement contains the entire agreement of the parties, and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties hereto other than those set forth and duly executed in writing. This Agreement, or any other agreement of any kind, shall not be binding upon either party unless and until the same has been made in writing and duly executed by both parties. This Agreement, or any addendum or exhibit amending, altering or changing the context of any portion hereof, shall not be binding unless it is executed by an appropriate officer at the Headquarters of BCT in Fort Lauderdale, Florida, and by FRANCHISEE hereunder.

16.11 Inducements/Reliance

FRANCHISEE hereby states that no salesperson, management, representative, or other agent of BCT has inferred, implied, or expressed that the purchase of this franchise is a safe or secure investment, or has inferred, implied or expressed any promise or guarantee of any level of profitability or success; nor does FRANCHISEE have any understanding at the time of signing this Agreement that the purchase of the franchise includes any warranties, guarantees, or assurances of profitability or success.

Further, FRANCHISEE states that this Agreement is being entered into based only upon independent investigation of the franchise and BCT, those representations made in the Offering Circular and this Agreement, and not as a result of any other inducements or representations.

16.12 Performance; Applicable Law

It is stipulated that this Agreement has been negotiated, executed and delivered within the State of Florida and is to be performed at Fort Lauderdale, County of Broward, Florida. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 *et seq.*) and the United States Arbitration Act, this Agreement, the franchise and the relationship between BCT and FRANCHISEE will be governed by the laws of the state of Florida. The provisions of this Agreement which conflict with or are inconsistent with applicable governing law will be superseded and/or modified by such applicable law only to the extent such provisions are inconsistent. All other provisions of this Agreement will be enforceable as originally made and entered into upon the execution of this Agreement by FRANCHISEE and BCT.

FRANCHISEE waives any and all rights, actions or claims for relief under the Federal Act entitled "Racketeer Influenced and Corrupt Organizations," 18 U.S.C. Section 1961 *et seq.*

If FRANCHISEE'S BCT Business is located in any one of the states indicated below in this Section, or if the laws of any such state are otherwise applicable, then the designated provisions of this Agreement will be amended and revised as follows:

- (a) California. If this Agreement is governed by the laws of the State of California, then: (1) California Corporations Code, Section 31125 requires that BCT give FRANCHISEE a disclosure document, approved by the Department of Corporations, prior to a solicitation of a proposed material modification of the Franchise; (2) the provisions of this Agreement which allow BCT to immediately terminate this Agreement when an involuntary petition for bankruptcy is filed against FRANCHISEE, or FRANCHISEE files for bankruptcy or is adjudicated a bankrupt may not be enforceable under federal bankruptcy law; and (3) California Corporations Code Section 31512 voids a waiver of FRANCHISEE'S rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516. Business and Professions Code Section 20010 voids a waiver of FRANCHISEE'S rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).
- (b) Illinois. This Agreement will be governed by the laws of the State of Illinois if FRANCHISEE'S BCT Business is located in Illinois, if FRANCHISEE is a resident of Illinois, or if the Illinois Franchise Disclosure Act is otherwise applicable. If Illinois law governs, then: (1) any provision in this Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void, provided however, that this Agreement may provide for arbitration in a forum outside of Illinois; (2) Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision of this Agreement purporting to require FRANCHISEE to waive compliance with any provision of the Illinois Franchise Disclosure Act is void; therefore, the acknowledgments contained in Section 16.11 and Section 17 will be unenforceable against FRANCHISEE; and (3) Section 16.10 is hereby amended to provide that any representations contained in the Uniform Franchise Offering Circular provided to FRANCHISEE by BCT will be enforceable.
- (c) Indiana. If this Agreement is governed by the laws of the State of Indiana, then: (1) notwithstanding any provision of this Agreement to the contrary, FRANCHISEE will have up to two years to bring an action against BCT for a violation of the Indiana Deceptive Franchise Practices Act, and up to three years from the date of discovery to

bring an action against BCT for a violation of the Indiana Franchise Disclosure Law; (2) the indemnification set forth in the first sentence of Section 6.8 will not include liability caused by the Franchisee's proper reliance on or use of procedures or materials provided by the Franchisor or caused by the Franchisor's negligence; (3) any release executed by FRANCHISEE pursuant to Section 12.2(D) will not relieve BCT of any liability under the Indiana Deceptive Franchise Practices Act; (4) Section 15 of this Agreement is hereby amended to provide that BCT will have the right to seek the entry of temporary and permanent injunctions and orders of specific performance as set forth in Section 15.1, and to provide that a court of competent jurisdiction or arbitrator will determine whether FRANCHISEE will be required to pay the attorneys' fees, costs and expenses incurred by BCT to enforce the terms, conditions and provisions of this Agreement or to enjoin a violation of this Agreement by FRANCHISEE; (5) the consent by FRANCHISEE to jurisdiction and venue in Fort Lauderdale, Florida contained in Section 15.1 may be inapplicable; provided, however, that such inapplicability will not be construed to mean that venue in Fort Lauderdale, Florida is improper, or that FRANCHISEE is not subject to jurisdiction in the State of Florida or in any other state; (6) notwithstanding any provisions of this Agreement to the contrary, a court of competent jurisdiction will determine whether BCT will be required to post a bond or other security, and the amount of such bond or other security, in any injunctive proceeding commenced by BCT against FRANCHISEE; and (7) the provisions of this Agreement requiring that mediation and arbitration hearings take place in Fort Lauderdale, Florida will be inapplicable, and in the event of mediation or arbitration between BCT and FRANCHISEE, such mediation or arbitration will be conducted in Indianapolis, Indiana or at a mutually agreed upon location.

- (d) Maryland. If FRANCHISEE'S BCT Business is located in or FRANCHISEE is a resident of the State of Maryland, then: (1) the acknowledgments made by FRANCHISEE contained in Section 16.11 and Section 17 of this Agreement will not be construed to act as a waiver of FRANCHISEE'S rights under the Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. §§ 14-201 to 14-233 (2004 Repl. Vol.); (2) the provisions of Section 12.2(D) requiring FRANCHISEE to execute a release of BCT will not be applicable; (3) this Agreement will be governed by Maryland law; and (4) FRANCHISEE may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
- (e) Minnesota. If this Agreement is governed by the laws of the State of Minnesota, then: (1) Section 2.3 of this Agreement will be amended to provide that, except in certain circumstances specified by law, BCT must provide FRANCHISEE with at least one hundred eighty (180) days prior written notice of nonrenewal of the Franchise; (2) Section 11.3 is amended to provide that BCT will defend and hold FRANCHISEE harmless from any damages assessed against FRANCHISEE in any actions resulting solely from FRANCHISEE'S proper and authorized use of the Names and Marks at the Designated Location, provided that FRANCHISEE has notified BCT of the action and otherwise complied with this Agreement; (3) Section 12.2 of this Agreement will be amended to provide that BCT will not unreasonably withhold consent to an assignment, transfer, or sale of the franchise whenever the franchisee to be substituted meets the present qualifications and standards required of the franchisees of BCT; (4) any release executed by FRANCHISEE pursuant to Section 12.3(D) will not relieve BCT from any liability imposed by Minn. Stat. Sections 80C.01 to 80C.22 unless the release is executed in conjunction with the voluntary settlement of a dispute between FRANCHISEE and

BCT; (5) Section 13 will be amended to require that, except as permitted under Minnesota law, in the event BCT provides FRANCHISEE with written notice that FRANCHISEE has breached this Agreement, such written notice will be provided to FRANCHISEE at least ninety (90) days prior to the date this Agreement is terminated by BCT, and FRANCHISEE will have sixty (60) days after receipt of such written notice within which to correct the breach specified in the written notice; (6) Section 15 of this Agreement is hereby amended to provide that a court of competent jurisdiction or arbitrator will determine whether FRANCHISEE will be required to pay the attorneys' fees, costs and expenses incurred by BCT to enforce the terms, conditions and provisions of this Agreement or to enjoin a violation of this Agreement by FRANCHISEE; (7) the consent by FRANCHISEE to jurisdiction and venue in Fort Lauderdale, Florida contained in Section 15 may be inapplicable; provided, however, that such inapplicability will not be construed to mean that venue in Fort Lauderdale, Florida is improper, or that FRANCHISEE is not subject to jurisdiction in the State of Florida, or in any other state; and (8) notwithstanding any provisions of this Agreement to the contrary, a court of competent jurisdiction will determine whether BCT will be required to post a bond or other security, and the amount of such bond or other security, in any injunctive proceeding commenced by BCT against FRANCHISEE.

- (f) New York. If this Agreement is governed by the laws of the State of New York, then: (1) FRANCHISEE will not be required to indemnify BCT against claims arising out of BCT's breach of contract, negligence or other civil wrong, however that this modification will not affect in any way FRANCHISEE'S obligation to obtain and maintain insurance coverage in accordance with Section 6.8; (2) any modifications to the Manuals made by BCT will not unreasonably increase FRANCHISEE'S obligations under this Agreement and will not place an excessive economic burden on FRANCHISEE'S operations; and (3) the choice of law provisions of this Agreement will not be considered a waiver of any right conferred upon FRANCHISEE by the provisions of Article 33 of the General Business Law of the State of New York.
- (g) Rhode Island. If this Agreement is governed by the laws of the State of Rhode Island, then any provision of this Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island is void with respect to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.
- (h) Washington. If this Agreement is governed by the laws of the State of Washington, then: (1) in any arbitration involving a franchise purchased in Washington, the arbitration site will be either in the State of Washington, in a place mutually agreed upon at the time of the arbitration, or as determined by the Arbitrator(s); (2) in the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW, will prevail; (3) a release or waiver of rights executed by FRANCHISEE will not include rights under the Washington Franchise Investment Protection Act, except when executed pursuant to a negotiated settlement after this Agreement is in effect and where the parties are represented by independent counsel; (4) provisions of this Agreement which unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, rights or remedies under the Washington Franchise Investment Protection Act such as a right to a jury trial may not be enforceable; and (5) transfer fees are collectible by BCT to the extent that they reflect BCT's reasonable estimated or actual costs in effecting a transfer.

- (i) Wisconsin. If this Agreement is governed by the laws of the State of Wisconsin, then the provisions of the Wisconsin Fair Dealership Law, Wis. Stat. Chapter 135, will supersede any conflicting terms of this Agreement.

16.13 Headings

The headings of Sections hereto are inserted for convenience only and are not intended to be construed as part of this Agreement, or to limit the scope of the particular Section.

16.14 Authority of Principal Operating Person for FRANCHISEE

FRANCHISEE authorizes and states that _____, shall be the principal operating person for FRANCHISEE and has full authority to act for and bind FRANCHISEE under this Agreement. BCT may contact and rely on the authority of the above principal operating person for any actions to be taken by or decisions to be made for FRANCHISEE.

17. RECEIPT

FRANCHISEE acknowledges that FRANCHISEE has received a completed copy of this Agreement, the exhibits hereto, and agreements relating hereto, if any, at least five (5) business days prior to the date on which this Agreement was executed. FRANCHISEE further acknowledges that FRANCHISEE has received the Disclosure Document required by the Trade Regulation Rule of the Federal Trade Commission, which rule is entitled "Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures," at least ten (10) business days prior to the date on which this Agreement was executed.

18. ACKNOWLEDGEMENT AND SIGNING

IN WITNESS WHEREOF, the Parties hereto executed this Agreement this the _____ day of _____, 20____, at Fort Lauderdale, County of Broward, Florida.

I HAVE READ ALL OF THE FOREGOING AGREEMENT AND HEREBY ACCEPT AND AGREE TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS THEREIN CONTAINED.

I HAVE RECEIVED A COPY OF THIS AGREEMENT AND HAVE BEEN AFFORDED AMPLE OPPORTUNITY TO REVIEW AND DISCUSS THE TERMS THEREIN AND CONSULT WITH MY LEGAL OR OTHER COUNSEL BEFORE AFFIXING MY SIGNATURE HERETO.

ATTEST:

FRANCHISEE: _____

By: _____

Its: _____

Date: _____

ATTEST:

BUSINESS CARDS TOMORROW, INC.

By: _____

Its: _____

Date: _____

The undersigned owners of FRANCHISEE hereby agree to be personally bound by the provisions of this Agreement:

In the Presence of:	Owners	Percentage of Ownership
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %