GUARANTEE

THIS PERSONAL GUARANTY (this "Guaranty") is made and entered into this _____ day of _____, 200__, by and between Business Cards Tomorrow, Inc., a Florida corporation, ("BCT"), and the undersigned personal guarantors (the "Personal Guarantors").

WHEREAS, BCT and _____ (the "Franchisee") have entered into a Franchise Agreement, dated the same date as set forth above, for the operation of a franchised "BCT Business" at _____ (the "Franchise Agreement").

WHEREAS, it is the desire of the undersigned Personal Guarantors to personally guaranty the obligations of the Franchisee under the Franchise Agreement, which is incorporated herein by reference, and to be individually, jointly and severally bound by the terms and conditions of the Franchise Agreement.

NOW, THEREFORE, in consideration of the execution of the Franchise Agreement by BCT, and for other good and valuable consideration, the undersigned, for themselves, their heirs, successors, and assigns, do individually, jointly and severally hereby become surety and guaranty for the payment of all amounts and the performance of the covenants, terms and conditions of the Franchise Agreement, including the covenants not to compete, to be paid, kept and performed by the Franchisee.

Obligations under Agreement. The undersigned, individually and jointly, hereby agree to be personally bound by each and every condition and term contained in the Franchise Agreement, including the covenants not to compete, and agree that this Personal Guaranty should be construed as though the undersigned and each of them executed an agreement containing the identical terms and conditions of the Franchise Agreement. The undersigned acknowledge receiving a copy of the Franchise Agreement.

Default of Franchisee. If any default should at any time be made therein by the Franchisee, then the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay to BCT the Initial Fee, the Royalty Fees and all other monies due and payable to BCT under the terms and conditions of the Franchise Agreement.

Non-Compliance by Franchisee. If the Franchisee fails to comply with any other terms and conditions of the Franchise Agreement, then the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to comply with the terms and conditions of the Franchise Agreement for and on behalf of the Franchisee.

Obligations of BCT. If the Franchisee is at any time in default on any obligation to pay monies due to BCT or any subsidiary or affiliate of BCT, whether for the Initial Fee, the Royalty Fees, the Advertising and Promotion Fees, merchandise, products, supplies, equipment, or other products purchased by the Franchisee or for any other indebtedness of the Franchisee to BCT or any subsidiary or affiliate of BCT, then the undersigned, their heirs, successors and assigns, do hereby, individually, jointly and severally, promise and agree to pay all such monies due and payable from the Franchisee to BCT or any subsidiary or affiliate of BCT upon default by the Franchisee.

Binding Agreement. The provisions, covenants and conditions of this Personal Guaranty will inure to the benefit of the successors and assigns of BCT.

Jurisdiction and Venue. Except as precluded by applicable law, all arbitration hearings, litigation, actions or proceedings pertaining to this Personal Guaranty will be brought and venued in accordance with Section 15 of the Franchise Agreement.

PERSONAL GUARANTORS

Individually	Individually
Address	Address
City, State and Zip	City, State and Zip
Area code and Telephone	Area code and Telephone
Individually	Individually
Address	Address
City, State and Zip	City, State and Zip
Area code and Telephone	Area code and Telephone
Individually	Individually
Address	Address
City, State and Zip	City, State and Zip
Area code and Telephone	Area code and Telephone

EXHIBIT "A"

OF THE

FRANCHISE AGREEMENT

FRANCHISEE'S EXCLUSIVE TERRITORY

EXHIBIT "A"

FRANCHISEE'S EXCLUSIVE TERRITORY

FOR BCT #_____

The geographical territory FRANCHISEE has been granted is as described below:

EXHIBIT "B"

OF THE

FRANCHISE AGREEMENT

COLLATERAL ASSIGNMENT OF LEASE AND
CONSENT OF LESSOR AGREEMENT

EXHIBIT "B"

COLLATERAL ASSIGNMENT OF LEASE

FOR VALUE RECEIVED, the undersigned _____ , ("Assignor") hereby assigns, transfers and sets over unto Business Cards Tomorrow, Inc. ("Assignee"), all of Assignor's right, title and interest as tenant in, to and under that certain lease, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference (the "Lease") respecting premises commonly known as _____ _____. This Assignment is for collateral purposes only and except as specified herein, Assignee shall have no liability or obligation of any kind whatsoever arising from or in connection with this Assignment or the Lease unless Assignee shall take possession of the premises demised by the Lease pursuant to the terms hereof and shall assume the obligations of Assignor thereunder.

Assignor represents and warrants to Assignee that it has full power and authority to so assign the Lease and Assignor's interest therein and that Assignor has not previously, and is not obligated to, assign or transfer any of Assignor's interest in the Lease or the premises demised thereby.

Upon an uncured default by Assignor under the Lease or under the Business Cards Tomorrow, Inc. Franchise Agreement for a franchised BCT Business between Assignee and the Assignor (the "Franchise Agreement"), or in the event of a default by Assignor under any document or instrument required by Business Cards Tomorrow, Inc. or in connection with said Franchise Agreement, Assignee shall have the right in its sole discretion, in addition to any other remedies provided by law, and is hereby empowered to take possession of the premises demised by the Lease, expel and evict Assignor therefrom, and, in such event, Assignor shall have no further right, title or interest in the Lease.

Assignor agrees that Assignor will not suffer or permit any surrender, termination, amendment or modification of the Lease without the prior written consent of Assignee. Throughout the term of the Franchise Agreement and any renewals thereto, Assignor agrees that Assignor shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day that said option must be exercised, unless Assignee otherwise agrees in writing. Upon failure of Assignee to otherwise agree in writing, and upon failure of Assignor to so elect to extend or renew the Lease as aforesaid, Assignor hereby appoints Assignee as its true and lawful attorney-in-fact to exercise such extension or renewal options in the name, place and stead of Assignor for the sole purpose of effecting such extension or renewal.

(Continued on next page)

Collateral Assignment of Lease
Page 2

WITNESS: ASSIGNEE:

                                                  Business Cards Tomorrow, Inc.

_____   By_____
                                                  Its_____

SIGNED AND SEALED THIS _____ day of _____, 20____.

_____
Notary Public

                                                  ASSIGNOR:

Dated: _____   _____

Subscribed and sworn to before me
This _____ day of _____, _____.

_____
Notary Public

CONSENT AND AGREEMENT OF LESSOR

The undersigned Lessor under the aforementioned Lease hereby:

        (a)   Agrees to notify Assignee in writing of and upon the failure of Assignor to cure any default by Assignor under the Lease;

        (b)   Agrees that Assignee shall have the right, but shall not be obligated, to cure any default by Assignor under the Lease within 30 days after delivery by Lessor of notice thereof in accordance with paragraph (a) above;

        (c)   Consents to the foregoing Collateral Assignment and agrees that if Assignee shall take possession of the premises demised by the Lease and confirm to Lessor the assumption of the Lease by Assignee as tenant thereunder, Lessor shall recognize Assignee as tenant under the Lease, provided that Assignee cures within said 30-day period the defaults of Assignor under the Lease;

        (d)   Agrees that Assignee may further assign the Lease to a person, firm or corporation who shall agree to assume the tenant's obligations under the Lease and who is reasonably acceptable to Lessor and upon such assignment Assignee shall have no further liability or obligation under the Lease as Assignee, tenant or otherwise.

DATED:_____   LANDLORD

                                  _____
                                  Name

                                  _____
                                  Address

                                  _____

                                  _____

                                  _____

                                  _____
                                  Telephone

                                  _____
                                  Lessor

EXHIBIT "C"

OF THE

FRANCHISE AGREEMENT

AMOS A/R

SOFTWARE LEASE AGREEMENT

EXHIBIT C
SOFTWARE LEASE AGREEMENT

This Agreement made this ___ day of _____, 20__, by and between Business Cards Tomorrow Inc. as Franchisor (hereinafter referred to as "BCT" or sometimes "Lessor") and _____ as Franchisee of BCT Business #____ (hereinafter referred to as "Lessee") located at _____.

WHEREAS, Lessee is an existing Franchisee of BCT; and

WHEREAS, BCT has developed certain customized software to assist Licensee with accounts receivable and customer service (hereinafter referred to as the "AMOS Accounts Receivable Software"); and

WHEREAS, BCT desires to make the AMOS Accounts Receivable Software available for lease to Lessee and Lessee is willing to lease same from BCT pursuant to the terms hereof;

NOW, THEREFORE, in consideration of the mutual and several covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1.   **SOFTWARE.**

This Agreement applies to Software known as "AMOS Accounts Receivable Software" supplied by BCT. The Software shall mean and include the computer program material recorded on diskettes or other media, all modifications, enhancements, upgrades or updating of the Software and the associated documentation including manuals, if any, supplied by BCT.

2.   **REQUIRED TRAINING.**

The initial installation of the Software will be provided only to those individuals or business entities whose computer operators or anyone else having access to the Software have been trained by BCT or its designee to operate the Software. Initial training and instruction will be provided to Lessee at BCT's headquarters in Ft. Lauderdale, Florida, or other site designated by BCT and shall be scheduled by BCT. Subsequent training may be provided by BCT or its designee from time to time at scheduled training programs, which may be held at any location designated by BCT. Lessee will further be responsible for all Lessee's and any Lessee's employees costs of transportation, payroll expense, food and lodging at the training site in addition to any rental fees for the computers used in the training program. BCT reserves the right to modify the extent and nature of the curriculum of training at any time without notice or consent of Lessee.

Lessee agrees to pay a training fee to BCT in the amount of actual expenses when additional training is requested by the Lessee.

3.   **REQUIRED SYSTEM CONFIGURATION.**

Lessee is required to meet the minimum hardware and software specifications as defined by BCT in Appendix A which is attached hereto, incorporated herein and made a part hereof by reference. BCT reserves the right, in its sole discretion, to make modifications and additions to hardware and

software specifications. Lessee shall within ninety [90] days of notice from BCT, make such modifications, additions or changes and expenditures as are required by BCT.

Lessee assumes any and all risks of incurring any nature of damages whatsoever by using the Software on any type of system other than that specified herein.

4. PROPRIETARY PROTECTION OF THE SOFTWARE.

Lessee acknowledges that this Agreement does not provide a right to title or ownership of the AMOS Accounts Receivable Software, but only a right of limited use as herein specified.

The AMOS Accounts Receivable Software leased herein is commercially valuable and proprietary, it reflects the effort of skilled development people and the investment of substantial time and money. The AMOS Accounts Receivable Software is confidential and contains substantial trade secrets of BCT, which BCT has entrusted to Lessee in confidence to use only as expressly authorized.

Lessee may not, at any time, disclose or disseminate the AMOS Accounts Receivable Software to any person. Under no circumstances may Lessee "unlock" the code of the AMOS Accounts Receivable Software, as the term is generally used in the Trade. Under no circumstances may Lessee disclose or disseminate the AMOS Accounts Receivable Software to any competitor of BCT. Lessee agrees to devote his/her best efforts to ensure that all his/her personnel and all other persons afforded access to the AMOS Accounts Receivable Software shall protect it against improper use, dissemination or disclosure.

5. TERM OF AGREEMENT.

The term of this Agreement is effective from the date it is executed by Lessee and countersigned by BCT and shall remain in force for a period of twenty-four (24) months.

Upon the expiration of the term of the Agreement, Lessee understands and agrees that BCT may in its sole discretion, require Lessee to execute a new Agreement, at the then current terms and conditions.

6. CHARGES.

There is a charge of One Thousand Five Hundred Dollars $1,500 due with this agreement. There are no monthly charges but major upgrades will be offered as needed and the costs will be determined depending on programming costs.

7. PROGRAM UPDATES/SUPPORT.

From time to time, BCT may obtain or make enhancements or updates to the AMOS Accounts Receivable Software and make them available to Lessee.

Lessee agrees to accept and install each updated version of the AMOS Accounts Receivable Software as it becomes available and understands that one or more updates of the program may be made each year. Upgrades will include fixes to reported problems as well as enhancements.

BCT reserves the right to withhold enhancements, updates or upgrades in the event BCT, in its sole judgment, determines Lessee is not in compliance with this Agreement, Lessee's Franchise Agreement or other agreement with BCT.

BCT provides Lessee with support of the AMOS Accounts Receivable Software, however, support shall only be available for the most recently upgraded version of the AMOS Accounts Receivable Software issued by BCT.

8. TRANSFER OF DATA.

BCT agrees to limit the transfer of Lessee's AMOS Accounts Receivable Software related data to BCT to that which is contained in this section. The program and or resulting data files to be transferred may be reviewed by Lessee at any time requested by Lessee during the Term of this Agreement.

Lessee agrees to transfer to BCT the following data in computer readable form, in a format defined by BCT:

a. Weekly sales summary data consisting of credit total and order count and charges by product line. The information may be used to automate the weekly royalty reporting requirement of the Franchise Agreement; and

b. Monthly sales summary data consisting of order count, charges and order quantity by product and stock, product and inks, product and dealer zip code, product and dealer type code, and product and dealer national account code; and

Any failure to comply with this paragraph shall constitute a material breach of the Agreement and a default thereof.

9. SCOPE OF LEASE.

In consideration of the payment of the charges, BCT hereby grants Lessee and Lessee hereby accepts a non-transferable and non-exclusive license and AMOS Accounts Receivable Software Lease to use the AMOS Accounts Receivable Software subject to the terms and conditions set forth in this Agreement.

10. LESSEE'S ADDITIONAL RESPONSIBILITIES.

In addition to other responsibilities detailed in this Agreement. Lessee is responsible for:

a. Payment of all taxes (including sales or use taxes and intangible taxes) resulting from Lessee's acceptance of this Lease and license and Lessee's possession and use of the AMOS Accounts Receivable Software. Lessee agrees to hold harmless BCT from all claims and liability arising from Lessee's failure to report or pay such taxes; and

b. Selection of an operator who is to operate the AMOS Accounts Receivable Software, and selection of approved hardware to achieve intended purposes; and

c. Proper installation of the AMOS Accounts Receivable Software; and

d.   Ensuring a proper environment and proper utilities for the computer systems on which the software operates, including an uninterrupted power supply; and

e.   Converting Lessee's own data files for use with the Software; and

f.   Maintaining back-up data files.

11.   LIMITATIONS ON WARRANTIES AND LIABILITIES.

BCT represents and warrants, for Lessee's benefit only, that the AMOS Accounts Receivable Software conforms in all material respects to the specifications for the current version of the AMOS Accounts Receivable Software and that the AMOS Accounts Receivable Software will operate on approved hardware. This warranty is expressly conditioned on Lessee's observance of the operating, security and data-control procedures of BCT.

BCT is not responsible for obsolescence of the software that may result from changes in lessee's requirements. The foregoing warranty shall apply only to the most current version of the software issued by BCT, if any, from time to time. BCT assumes no responsibility for the use of superseded, outdated or uncorrected versions of the software.

As lessee's exclusive remedy for any material nonconformity or defect in the software for which BCT is responsible, BCT shall attempt through reasonable effort to correct or cure such nonconformity or defect. However, BCT shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the software if lessee has made any changes whatsoever to the software, if the software has been misused or damaged in any respect, if lessee is attempting operation of the software on unapproved hardware, or if lessee has not reported to BCT the existence and nature of such nonconformity or defect promptly upon discovery thereof.

Except as expressly set forth in this agreement, BCT disclaims any and all promises, representations, and warranties with respect to the software, including its condition, its conformity to any representation or description, the existence of any latent or patent defects, and its merchantability or fitness for a particular use.

The cumulative liability of BCT to lessee for all claims related to the AMOS Accounts Receivable Software and this agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all lease payments paid to BCT hereunder and in the form in which they were paid. This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective.

In no event shall BCT be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against lessee, even if BCT has been advised of the possibility or existence of such claims or demands.

This limitation upon damages and claims is intended to apply without regard to whether or not other provisions of this Agreement have been breached or have proven ineffective. Some states do not allow limitation or exclusion of incidental or consequential damages, so the above limitation or exclusion may not apply to Lessee.

12.   TERMINATION.

12.1　By Lessee.

This Agreement may be terminated, with or without cause, by Lessee upon thirty (30) days written notice sent by Certified Mail, return receipt requested, with proper postage affixed, to BCT.

12.2　By BCT.

BCT, at its option and without prejudice to any other rights or remedies, may terminate this Agreement at any time if Lessee fails to comply with any of the terms of this Agreement or the Franchise Agreement between the parties or any other agreement or obligation with BCT and Lessee fails to cure the same within one hundred (120) days from the date BCT sends notice by Certified Mail to Lessee at Lessee's address set forth in the Franchise Agreement.

12.3　Automatic.

This Lease Agreement will automatically terminate upon termination or expiration of the Franchise Agreement between BCT and Lessee.

12.4　Effect of Termination or Expiration.

Within thirty (30) days of termination of this Lease Agreement for any reason or the expiration of this Agreement or the Franchise Agreement between the parties hereto, Lessee shall return to BCT the original and all copies, in whole or in part and in any form, of the AMOS Accounts Receivable Software and manuals. At the option of BCT, Lessee shall furnish BCT a certificate stating that the original and all copies of the AMOS Accounts Receivable Software and manuals have either been returned or destroyed.

In the event of termination by BCT for any reason, all monthly lease charges paid by Lessee shall be deemed fully earned and non-refundable.

13.　TRANSFER OF BCT BUSINESS.

If Lessee has previously obtained BCT's permission for transfer, the transfer or sale of Lessee's BCT Franchise and BCT Business shall not include a transfer of this AMOS Accounts Receivable Software Lease Agreement. Transferee shall sign a then current "AMOS" Software Lease Agreement with BCT at the same time he/she signs a new Franchise Agreement and other documents.

14.　GENERAL PROVISIONS.

14.1　BCT's Expenses.

The Lessee shall pay BCT all costs and expenses, including attorney's fees, incurred by BCT in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

14.2　Concurrent Remedies.

No right or remedy herein conferred on or reserved to BCT is exclusive of any other right or remedy herein or by law or equity provided or permitted; but each shall be cumulative of

every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

14.3   Nonwaiver.

No covenant or condition of this Lease may be waived except by the written consent of BCT. Forbearance or indulgence by BCT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Lessee to which the same may apply, and, until complete performance by the Lessee of any covenant or condition, BCT shall be entitled to invoke any remedy available to BCT under this Lease or by law or in equity despite said forbearance or indulgence.

14.4   Notice.

Under the terms of this Agreement, whenever notice is required, the same shall be given in writing and sent by Certified Mail, return receipt requested, with proper postage affixed. All notices intended for Lessee shall be addressed to Lessee at the address set forth in the Lessee's Franchise Agreement. All such notices intended for BCT shall be addressed to it at such address or addresses as may be designated in writing by BCT.

14.5   Performance, Applicable Law and Forum.

It is stipulated that this Agreement has been negotiated, executed and delivered within the State of Florida and is to be performed at Ft. Lauderdale, County of Broward, Florida. By signing this Agreement, Lessee consents to the jurisdiction and venue of any court (state or federal) of general jurisdiction in Broward County, Florida for the purpose of any action or proceeding brought in connection with the parties' obligations under this Agreement, and agrees that any action or proceeding arising out of this Agreement or the relationship between the parties shall be brought only in the court's mentioned above.

14.6   Severability.

In the event that any of the terms of this Agreement are, becomes, or are declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

14.7   Entire Agreement.

This Lease constitutes the entire agreement between BCT and the Lessee and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter. This Agreement shall not be binding upon either party unless and until it has been duly executed by both parties. This Agreement, or any addendum or exhibit amending, altering or changing the context of any portion thereof, shall not be binding unless it is executed by an appropriate officer of BCT at the Headquarters of BCT in Ft. Lauderdale, Florida, and by Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Software Lease Agreement this the _____ day of _____, 20__.

ATTEST:

LESSEE: _____

By: _____

Its: _____

Date: _____

ATTEST:

LESSOR:

BUSINESS CARDS TOMORROW, INC.

By: _____

Its: _____

Date: _____

APPENDIX A

The minimum hardware and software requirements for the AMOS Accounts Receivable Version is as follows:

MINIMUM SOFTWARE REQUIRED

a. Windows ≙XP Professional
b. Magic Runtime
c. GoToMyPC
d. Microsoft Office XP

MINIMUM HARDWARE REQUIRED

a. 2.4 GHz IBM PC Compatible
b. 40 GB Hard Disk Space Available
c. 1 GB RAM
d. 1 CD Drive
e. 17" Monitor
f. Keyboard
g. 56K Modem
h. Dedicated Modem/phone line

≙

i. HP4350TN and HP2300dn printers
j. Backup System
k. UPS Battery Backup

EXHIBIT "D"

OF THE

FRANCHISE AGREEMENT

EMPLOYEE'S CONFIDENTIALITY
AND NONCOMPETITION AGREEMENT

EXHIBIT "D"

CONFIDENTIALITY AND NONCOMPETITION AGREEMENT

Effective this _____ day of_____, 20____, in consideration of his or her employment with _____ (the "Employer"), a franchisee of Business Cards Tomorrow, Inc. ("BCT"), it is hereby agreed that the undersigned (the "Employee") will, at all times during the term of his or her employment and thereafter, comply with the terms and conditions of this Agreement.

1.   During such time as the Employee is an employee of or associated with the Employer, and for a period of one (1) year after the termination of the Employee's employment or association with the Employer (whether voluntary or involuntary, and for any reason), or the retirement of the Employee from employment or association with the Employer, the Employee:

    a.   will not, on his or her own account or as an employee, agent, consultant, partner, officer, Director, or shareholder of any other person, firm, entity, partnership or corporation, own, operate, lease, franchise, conduct, engage in, be connected with, have any interest in, or assist any person or entity engaged in any business that sells competitive products, provides competitive services, or is in any way competitive with or similar to the BCT® businesses that are conducted by the Employer, by BCT, and by the franchisees of BCT; provided, however, that the foregoing will not prohibit the Employee from engaging in any such business that is located more than fifteen (15) miles from the Employer's BCT® Business or any other BCT® Business that is in existence at the time of the Employee's termination or retirement.

    b.   will treat BCT's Operations Manual and other operations or procedures manuals (the "Manuals"), and any of BCT's other confidential materials (including, but not limited to, videotapes, films, drawings, diagrams and computer programs) created for or approved for use in the operation of the BCT® Business, and the information, knowledge, methods or techniques contained or described therein (collectively, the "Confidential Materials"), as secret and confidential and as the sole and absolute property of BCT, and will use all reasonable means to keep them secret and confidential, including, without limitation, the following:

        i.   the Employee will not communicate, divulge or use for the benefit of himself/herself personally or any other person or entity, any information contained in the Manuals or Confidential Materials;

        ii.   the Employee will not copy, duplicate, videotape, photograph, record or otherwise reproduce the Manuals or Confidential Materials, in whole or in part;

        iii.   the Employee will not borrow or remove the Manuals or any Confidential Materials from the BCT® Business without the express written approval of the Employer;

        iv.   the Employee will not make the Manuals or any Confidential Materials available to any unauthorized person or entity, or allow any unauthorized person or entity access to the Manuals or any Confidential Materials; and

v.   the Employee will not use the Manuals or any Confidential Materials for any purpose other than the performance of his or her duties as an employee of the Employer's BCT Business.

2.   The Employee expressly agrees that the one (1) year period and the fifteen (15) mile limit described in this Agreement are the reasonable and necessary time and distance needed to protect the Employer, BCT, and BCT's affiliates and franchisees if the Employee terminates or retires from employment or association with the Employer.

3.   The Employee further agrees that the one (1) year period described in this Agreement will be extended for a number of months equal to the number of months, if any, for which the Employer pays the Employee his or her monthly base compensation or other severance pay after the termination of the Employee's association with the Employer, and will also be extended beyond such one (1) year period for a period of time equal to the duration of any breach of this Agreement by the Employee.

4.   The Employee and the Employer further acknowledge and agree:

a.   that BCT is a third-party beneficiary of the rights and obligations set forth in this Agreement;

b   that BCT will suffer irreparable harm in the event of any breach or violation of this Agreement;

c   that BCT will have the right to enforce the provisions of this Agreement in its own name in the event of any breach or violation, or threatened breach or violation, of this Agreement; and

d   that BCT will have the right to obtain specific performance, temporary restraining orders, preliminary injunctions, injunctions and other equitable relief to the extent reasonably necessary to protect its interests in prohibiting competitive activities from any court of competent jurisdiction or Arbitrator.

The undersigned Employer and Employee understand and accept the obligations set forth herein and agree to be bound by them.

EMPLOYER: **EMPLOYEE:**

By _____   _____
  Its _____

EXHIBIT "E"

OF THE

FRANCHISE AGREEMENT

ORDERPRINTING.COM SOFTWARE LICENSE AGREEMENT

Orderprinting.com® Software License Agreement

This Software License Agreement ("Agreement") is made this ___ day of _____, 20___, by and between Business Cards Tomorrow, Inc. ("Developer") and its Franchisee ("Licensee").

Business Cards Tomorrow has developed and licenses to users its software program marketed under the name Orderprinting.com® (the "Software"). Licensee desires to utilize a copy of the Software. Software may or may not include components that reside on Licensee's Personal Computer.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

1. License.
Developer hereby grants to Licensee a license to use the Software as set forth in this Agreement.

2. Restrictions.
Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, in whole or in part, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer. Licensee shall not disassemble, decompile or reverse engineer the Software in any form or manner. Licensee shall hold the Software in confidence and shall not disclose the Software to any person other than employees for purposes specifically related to the licensed use of the Software.

3. Fee.
In consideration for the grant of the license and the use of the Software, Licensee agrees to pay Developer the sum of:

△

$8,500

which validates the use of the software ("Orderprinting.com®") for the initial term or a one△-year renewal term of this Agreement as set forth in Section 10 ("Warranty △Period").

4. Warranty of Title.
Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. Should Licensee violate provisions of this agreement Developer has the right to revoke this License during the Warranty △Period.

5. Software Maintenance.
A. Standard maintenance. During the Warranty Period, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software which increase the speed, efficiency or ease of use of the Software, or add additional capabilities or functionality to the Software, but shall not include any substantially new or rewritten version of the Software.

B. From time to time the Developer may make certain enhancements or modifications to the software and make available to Licensee. Developer will support all current versions of software and the prior version only.

6. Payment.
Payment by the Licensee for the software will be due as per the terms set forth on the Developer's software invoice.

7. Warranty Disclaimer.

A. The Software delivered to Licensee pursuant to this Agreement will perform, during the Warranty Period, in all material respects in accordance with Developer's then-current published specifications. During the Warranty Period, Developer shall, without charge, correct errors or defects in the Software. Developer's sole obligation under this warranty with respect to the Software will be to make the necessary corrections to cause the Software to perform in all material respects in accordance with Developer's published specifications. Developer shall not, however, be required to do any work which cannot reasonably be performed at Developer's headquarters location.

B. Developer does not warrant: (a) that the functions contained in the Software will operate in the combinations which may be selected for use by Licensee or its customers; (b) that the Software will meet the requirements of Licensee or its customers; (c) that the operation of the Software will be uninterrupted or free from non-material errors; or (d) that non-material errors in the Software will be corrected.

C. THE WARRANTIES SET FORTH IN THIS SECTION 7 APPLY ONLY TO LICENSEE AND CONSTITUTE THE ONLY WARRANTIES WITH RESPECT TO ANY SOFTWARE. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

8. Limitation of Liability.
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9. Notice.
Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

10. Term.
The initial term of this License is for a one period, commencing on the date first set forth above and ending on December 31st of the year of execution. This License will thereafter automatically renew for a one-year period, commencing on January 1st and ending December 31st, at the Developer's then current rates (which will be established by Developer 90 days prior to the end of the term and communicated by Developer to Licensee by way of invoice or otherwise). Either party can elect not to renew this agreement by notifying the other party in writing of intention not to renew, at least 30 days prior to the end of this License Agreement. Upon the expiration or termination of this Agreement, or at Developer's request upon any breach of Licensee's obligations hereunder, Licensee shall immediately return to Developer all Software in Licensee's possession. Following the expiration or termination of this

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11. Governing Law.
This Agreement shall be construed and enforced in accordance with the laws of the state of Florida.

12. No Assignment.
Neither this Agreement nor any interest in this Agreement may be assigned by Licensee without the prior express written approval of Developer.

13. Final Agreement.
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

14. Severability.
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement.

ATTEST: LICENSEE: _____

_____   By:_____

                                                 Its:_____

                                                 Date:_____

ATTEST: DEVELOPER:

                                                 BUSINESS CARDS TOMORROW, INC.

_____   By:_____

                                                 Its:_____

                                                 Date:_____

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