



## UNIFORM FRANCHISE OFFERING CIRCULAR

### BUSINESS CARDS TOMORROW, INC.

A Florida Corporation  
3000 NE 30th Place, Fifth Floor  
Fort Lauderdale, FL 33306  
(954) 563-1224  
(800) 627-9998  
Fax (954) 565-0742  
www.bct-net.com

Business Cards Tomorrow, Inc. ("BCT") franchises commercial businesses which provide quality wholesale thermographed business cards, stationery, and commercial announcements, as well as other thermographed products, rubber stamps and custom labels, to the commercial and retail printing trade, office suppliers, stationery stores, postal centers, forms manufacturers, and other resellers. BCT offers franchises for BCT Plants and BCT Satellite Offices. BCT Plant contains a full printing production facility providing a variety of quality products and services to the commercial and retail printing trade, office suppliers, stationery stores, postal centers, forms manufacturers, and other resellers. A BCT Satellite Office acts as a wholesale printing distribution center providing sales, pre-press, delivery and customer support services.

The Initial Franchise Fee for a BCT Plant is \$35,000. You must also pay BCT the sum of \$452,000 to \$454,000 for the Prepaid Expenses Fee, \$431,500 to \$433,500 for the Office, Furniture, Supplies and Inventory Fee, and \$4270,000 to \$4286,000 for the Equipment Package. The estimated initial investment for a BCT Plant franchise ranges from \$4511,100 to \$4565,800.

The Initial Franchise Fee for a BCT Satellite Office is \$35,000. You must also pay BCT the sum of \$437,900 to \$439,900 for the Prepaid Expenses Fee, \$5,800 to \$7,800 for the Office, Furniture, Supplies and Inventory Fee, and \$19,300 to \$22,300 for the Equipment Package. The estimated initial investment for a BCT Plant franchise ranges from \$4172,500 to \$4197,250.

#### RISK FACTORS:

1. THE FRANCHISE AGREEMENT REQUIRES THAT ALL DISAGREEMENTS BE SETTLED BY ARBITRATION IN THE STATE OF FLORIDA. OUT OF STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH BUSINESS CARDS TOMORROW IN THE STATE OF FLORIDA THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT STATES THAT FLORIDA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS. THIS PROVISION OF THE FRANCHISE AGREEMENT MAY BE SUPERSEDED BY APPLICABLE LAW (SEE FRANCHISE AGREEMENT ARTICLE 16.12).
3. IF YOUR BCT BUSINESS WILL BE OWNED BY A CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY OR OTHER LEGAL ENTITY, THEN ALL STOCKHOLDERS, PARTNERS, MEMBERS OR OWNERS AND THEIR SPOUSES MUST SIGN THE FRANCHISE AGREEMENT AND A PERSONAL GUARANTEE, MUST AGREE TO BE BOUND BY THE CONFIDENTIALITY AND NON-COMPETITION PROVISIONS OF THE FRANCHISE AGREEMENT, AND MUST AGREE TO CERTAIN RESTRICTIONS ON TRANSFER OF THEIR OWNERSHIP INTERESTS. IF YOUR BCT BUSINESS WILL BE OWNED BY YOU INDIVIDUALLY AS A SOLE PROPRIETORSHIP, THEN YOUR SPOUSE MUST SIGN THE PERSONAL GUARANTEE AND MUST AGREE TO BE BOUND BY THE CONFIDENTIALITY AND NON-COMPETITION PROVISIONS OF THE FRANCHISE AGREEMENT. BY SIGNING THE FRANCHISE AGREEMENT PERSONALLY OR BY SIGNING A PERSONAL GUARANTEE, YOU WILL PUT YOUR PERSONAL ASSETS AT RISK.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.



Information comparing franchisors is available. Call the state administrators listed in the State Agency Exhibit attached to this Offering Circular or your public library for sources of information.

Registration of this franchise by a state does not mean that the state recommends it or has verified the information in this Offering Circular. If you learn that anything in the Offering Circular is untrue, contact the Federal Trade Commission and the state administrator listed in Exhibit I.

THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE OFFERING CIRCULAR. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS OFFERING CIRCULAR.

**ISSUANCE DATE FOR THE STATES LISTED BELOW:  
MARCH   , 2006**

ALABAMA	IDAHO	MONTANA	OKLAHOMA
ALASKA	IOWA	NEBRASKA	PENNSYLVANIA
ARIZONA	KANSAS	NEVADA	SOUTH CAROLINA
ARKANSAS	KENTUCKY	NEW HAMPSHIRE	TENNESSEE
COLORADO	LOUISIANA	NEW JERSEY	TEXAS
CONNECTICUT	MAINE	NEW MEXICO	VERMONT
DELAWARE	MASSACHUSETTS	NORTH CAROLINA	WEST VIRGINIA
DISTRICT OF COLUMBIA	MISSISSIPPI	OHIO	WYOMING
GEORGIA	MISSOURI		

**OTHER EFFECTIVE DATES:**

CALIFORNIA:	_____
FLORIDA:	_____
HAWAII:	_____
ILLINOIS:	_____
INDIANA:	_____
MARYLAND:	<u>SEE MARYLAND UFOC</u>
MICHIGAN:	_____
MINNESOTA:	_____
NEW YORK:	_____
NORTH DAKOTA:	<u>NOT REGISTERED</u>
OREGON:	_____
RHODE ISLAND:	_____
SOUTH DAKOTA:	<u>NOT REGISTERED</u>
UTAH:	_____
VIRGINIA:	_____
WASHINGTON:	_____
WISCONSIN:	_____

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INFORMATION FOR PROSPECTIVE FRANCHISEES REQUIRED BY  
FEDERAL TRADE COMMISSION

To protect you, we've required your franchisor to give you this information. We haven't checked it, and don't know if it's correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, don't rely on it alone to understand your contract. Read all of your contract carefully. Buying a franchise is a complicated investment. Take your time to decide. If possible, show your contract and this information to an advisor, like a lawyer or an accountant. If you find anything you think may be wrong or anything important that's been left out, you should let us know about it. It may be against the law.

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

FEDERAL TRADE COMMISSION,  
Washington, D.C.

**BUSINESS CARDS TOMORROW, INC.**  
**NOTICE REQUIRED BY THE STATE OF MICHIGAN**

The State of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

- (A) A prohibition on the right of the Franchisee to join an association of franchisees.
- (B) A requirement that the Franchisee assent to a release, assignment, novation, waiver or estoppel which deprives the Franchisee of rights and protections provided in the Michigan Franchise Investment Law. This section will not preclude the Franchisee, after entering into the Franchise Agreement, from settling any and all claims.
- (C) A provision that permits the Franchisor to terminate the franchise prior to the expiration of its term except for good cause. Good cause will include the failure of the Franchisee to comply with any lawful provisions of the Franchise Agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (D) A provision that permits the Franchisor to refuse to renew the franchise without fairly compensating the Franchisee by repurchase or other means for the fair market value at the time of expiration of the Franchisee's inventory, supplies, equipment, fixtures and furnishings. Personalized materials which have no value to the Franchisor and inventory, supplies, equipment, fixtures and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This section applies only if:
  - (1) The term of the franchise is less than five years; and
  - (2) The Franchisee is prohibited by the Franchise or other Agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logo-type, advertising or other commercial symbol in the same area subsequent to the expiration of the franchise, or the Franchisee does not receive at least six months advance notice of the Franchisor's intent not to renew the franchise.
- (E) A provision that permits the Franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (F) A provision requiring that arbitration or litigation be conducted outside the State of Michigan. This section will not preclude the Franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside the State of Michigan.
- (G) A provision which permits the Franchisor to refuse to permit a transfer of ownership of the franchise, except for good cause. This section does not prevent the Franchisor from exercising a right of first refusal to purchase the franchise. Good cause will include, but is not limited to:

(1) The failure of the proposed transferee to meet the Franchisor's then-current reasonable qualifications or standards.

(2) The fact that the proposed transferee is a competitor of the Franchisor or subfranchisor.

(3) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(4) The failure of the Franchisee or proposed transferee to pay any sums owing to the Franchisor or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(H) A provision that requires the Franchisee to resell to the Franchisor items that are not uniquely identified with the Franchisor. This section does not prohibit a provision that grants to the Franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this section prohibit a provision that grants the Franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the Franchisee has breached the lawful provisions of the Franchise Agreement and has failed to cure the breach in the manner provided in section (C).

(I) A provision which permits the Franchisor to directly or indirectly convey, assign or otherwise transfer its obligations to fulfill contractual obligations to the Franchisee unless provision has been made for providing the required contractual services.

**THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE MICHIGAN ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE MICHIGAN ATTORNEY GENERAL. ANY QUESTIONS REGARDING THE NOTICE SHOULD BE DIRECTED TO THE MICHIGAN DEPARTMENT OF THE ATTORNEY GENERAL, CONSUMER PROTECTION DIVISION, FRANCHISE UNIT, 670 LAW BUILDING, LANSING, MI 48913 (517) 373-7117.**

**ADDENDUM TO  
Business Cards Tomorrow, Inc.  
UNIFORM FRANCHISE OFFERING CIRCULAR  
FOR THE STATE OF NEW YORK**

Item 3 of this Offering Circular is hereby amended by the addition of the following language:

Except as set forth in Item 3 of this Offering Circular, Business Cards Tomorrow, Inc., any predecessor and the individuals identified in Item 2 of this Offering Circular (a) do not have any pending administrative, criminal or civil action alleging a felony, a violation of a franchise, antitrust or securities law, or fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations, or other than routine litigation incidental to the business of Business Cards Tomorrow, Inc.'s which is significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations; (b) have not been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-year period immediately preceding the application for registration, been convicted of or pleaded nolo contendere to a misdemeanor charge or been the subject of a civil action alleging violation of a franchise, antifraud or securities law, or fraud, embezzlement, fraudulent conversion or misappropriation of property, or unfair or deceptive practices or comparable allegations; (c) are not subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency, or to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4 of this Offering Circular is hereby amended by the addition of the following language:

Except as set forth in Item 4 of this Offering Circular, during the ten year period immediately preceding the date of this Offering Circular, neither Business Cards Tomorrow, Inc.'s nor any predecessor, officer or general partner of Business Cards Tomorrow, Inc.'s has (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of Business Cards Tomorrow, Inc.'s held this position in the company or partnership.