

**EXHIBIT A
TERRITORY AND DESIGNATED INDIVIDUAL**



Master Franchise Agreement No. _____

Designated Individual: _____

The "Territory" is as follows:

Note: Boundary lines include only the area within the boundary line and extend only to the middle of the boundary demarcation (for example, only to the middle of a street or highway.) You have no rights under this Agreement or otherwise with respect to a facility or any other operation on the other side of the boundary line, street or highway or otherwise, regardless of the distance from, impact on, or vicinity of, your Master Franchise Territory, Unit Franchises or other operations. Your rights are limited as set forth in the Master Franchise Agreement.

FRANCHISOR:

Cartridge World North America, LLC
A Nevada limited liability company

MASTER FRANCHISEE:

Signature

By: _____

Printed Name:

Title: _____

Signature

Printed Name



EXHIBIT B

**Approved Employee Confidentiality Agreement
(Subject to change by us)**

(You are responsible for ensuring that the terms of the agreement used by you comply with local laws; consult with local counsel, particularly as to Paragraph 13, to ensure you have the broadest possible scope of protection available under local law)

EMPLOYEE CONFIDENTIALITY AND OTHER EMPLOYMENT UNDERSTANDINGS

In consideration of my employment and as inducement for disclosure by _____
_____ [franchisee entity or individual name], doing business as a CARTRIDGE WORLD licensee (the "Company"), for the continuation of such employment, and for the salary or wages which I have received and will receive during the period of such employment, I hereby agree that during my employment with the Company and for any post-term periods specified in this Agreement:

1) That my employment by the Company will be in accordance with the policies, rules and regulations of the Company, as the same now exist, or as they may be established or modified from time to time.

2) That the Company has developed and/or acquired certain designs, techniques, know-how, marketing concepts and information (including customer, supplier and product lists), operating procedures and technical information relating to refilling of printer (and other) cartridges, including refilling of inkjet cartridges; remanufacturing of laser cartridges; sales of toner, computer hardware (including printers) and software, and ancillary products, services and techniques and other related applications which are not generally known in the industry or to the public and which the Company deems its confidential and proprietary property (hereinafter referred to as "Confidential Information").

3) That by virtue of my employment by the Company, I will or may have access to customer, supplier and product lists, technical processes and know how, specifications, manuals, notes, reports, memoranda, data, equipment and/or secured areas (in written, audio, magnetic and/or electronic format), which are disclosing the Company's Confidential Information.

4) With reference to the Company's Confidential Information, I further agree as follows:

a. That the Confidential Information is a valuable asset of the Company (as licensed by the Franchisor, CWNA and related companies), and I will not use the Confidential Information other than within the course and scope of my employment responsibilities and functions.

b. That I will not release or divulge any Confidential Information unless expressly authorized to do so in writing by a superior or an officer of the Company; provided, however, that during the period of my employment, I will be permitted to release or divulge the same, or any portion thereof, to persons employed or otherwise closely associated with the Company, but only to the extent that I know such persons have a need to know the same within the course and scope of their employment by or close association with the Company (for example, attorney and/or accountants retained by the Company).

c. That any and all publications/copies/disclosures of the Company's Confidential Information in any form, which may be given to me or to which I may be granted access, are and will at all times remain, the exclusive property of the Company; that the Confidential Information is being given to me in trust and confidence; and that I will accept the same subject to such trust.

d. That during the period of my employment by the Company, I will take all reasonable steps to safeguard and maintain the secrecy and confidentiality of the Confidential Information in my possession or control, including by way of illustration and not limitation (i) securing the Confidential Information in locked or otherwise secured files; and (ii) refraining from making copies or reproductions of the Confidential Information, or any portions thereof, unless necessary for the carrying out of my employment responsibilities, or if expressly authorized to do so by a superior or an officer of the Company.

e. That upon the termination of my employment by the Company, I will immediately return to the Company, any and all Confidential Information and all copies thereof, which may have been entrusted to me or which I may have generated or copied, as well as physical property of the Company, including books, tapes, equipment, and the like, whether proprietary or not, which I may have in my possession or control.

f. That my obligations hereunder with respect to the Company's Confidential Information will continue beyond the period of my employment until the Confidential Information, or any portion thereof, becomes, other than by my act or omission, generally available or known to the public and the industry.

5) That all inventions, discoveries, developments, improvements, innovations, and writings, whether or not eligible for patent and/or copyright protection (hereinafter collectively referred to as "Innovations" or "Inventions" as may be appropriate), conceived or made by me either solely or in concert with others, during the period of my employment by the Company (including, but not limited to, any period prior to the date of this Agreement) whether or not made or conceived during working hours, which (a) relate in any manner to the existing or contemplated business, or the development of activities of the Company, or (b) are suggested by or result from my work for the Company, or (c) result from my use of the Company's time, materials, or facilities, will be the sole and exclusive property of the Company. Any Inventions made by me, or disclosed by me to a third party, or described in a patent application of mine, within nine (9) months following the period of my employment by the Company will be presumed to have been conceived or made by me during the period of my employment with the Company, unless I can prove they were conceived and made by me following the period of such employment.

6) That I will promptly make a full disclosure to the Company, and hold in trust for the sole right and benefit of the Company, any and all Inventions which I may solely or jointly conceive, write, develop, reduce to practice; cause to be conceived, written, developed, or reduced to practice, during the period of time I am employed by the Company, and thereafter in accordance with Paragraph 5) above.

7) That I hereby assign and agree to assign to the Company, all of my right, title and interest in and to all my Inventions, if any, which belong to the Company by virtue of Paragraph 5) above, and agree, during and subsequent to my employment, to execute and deliver to the Company, ownership, title and exclusive rights therein, all without charge, but at the Company's expense.

8) That I hereby assign and agree to assign to the Company all of my right, title and interest in and to any and all United States and foreign patents and copyrights covering my Inventions, if any, which belong to the Company by virtue of Paragraph 5) above, and all reissues, registrations and renewals thereof. I further agree, during and subsequent to my employment, to aid (i) in the prosecution of any United States or foreign applications for Letters Patent or the registration of copyrights covering such inventions and (ii)

in the enforcement of any such patents or copyrights. In this connection, I will, at the Company's request and expense, execute, acknowledge and deliver any and all documents and oaths, and take such further action considered necessary by the Company for the foregoing purposes, without charge, but at the Company's expense.

9) That in the event the Company is unable, for any reason whatsoever, to secure my signature to any lawful and necessary documents required to assign, apply for, or prosecute any United States or foreign applications for Letters Patent or the registration of copyrights in and to my Inventions which belong to the Company by virtue of Paragraph 5) above, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such assignments and applications, and to do all other lawfully permitted acts to further the prosecution and issuance of Letters Patent thereon and/or registrations of copyrights with the same legal force and effect as if executed by me.

10) That my compensation as an employee of the Company will cover any Inventions which I may conceive or make hereunder, and I will not be entitled to any additional compensation therefore.

11) That I represent to the Company that I have no right, title or interest in or to any invention which has been made, conceived or reduced to practice by me (solely or jointly with others) prior to my employment by the Company.

12) That my services and the Company's Confidential Information which may be entrusted to me are unique, and that, if I breach this Agreement, the Company may not be adequately compensated by damages. Therefore, if I violate the terms of this Agreement, either during or after my employment, the Company will be entitled, in addition to all other remedies available to it, to equitable relief by injunction or otherwise, thereby enjoining or restraining me, and those persons acting in concert with me, from the continuation of any breaches hereof. The right to equitable relief granted to the Company in the foregoing sentence will not preclude the Company from seeking actual money damages from me or any other party in the event of a breach or threatened breach of this Agreement.

13) That during my employment by the Company, and for two (2) years after termination of such employment, I will not; 1) directly or indirectly, or in concert with others, employ or attempt to employ or solicit for any employment competitive with the Company, any of the Company's employees, 2) conduct, operate, consult, advise or in any manner be associated, directly or indirectly, with any business or operation substantially similar to or competitive with that conducted by the Company within the State in which the company is located. Such restriction includes the furnishing and/or use of the Confidential Information to any person and/or entity, whether gratuitously, on a consulting basis, as an owner, shareholder, partner, employee or associate.

14) That nothing contained in this Agreement will be construed to prevent me from engaging in a lawful profession, trade or business after my employment with the Company. This Agreement will be construed only as one which prohibits me from engaging in practices unfair to the Company, and which are in violation of the confidence and trust reposed in me by the Company with respect to its Confidential Information.

15) That I will be subject to the following dispute resolution provisions:

a. Any litigation, claim, dispute, action or proceeding ("claim") arising out of or relating to this Agreement or any alleged breach of any provision hereof, will be submitted to and finally resolved by binding arbitration before and in accordance with the arbitration rules of Franchise Arbitration and

Mediation, Inc. ("FAM") or its successor (or an organization designated by FAM or its successor), or ii) any other mediation organization approved by all parties, or iii) by Judicial Arbitration and Mediation Service (JAMS) or its successor (or an organization designated by JAMS or its successor).

b. Any mediation/arbitration (and any appeal of arbitration) will be conducted at the Company's then-current principal offices and by a mediator/arbitrator experienced in the legal subject matter of the complaint. Company shall pay the fees and expenses of the mediator(s) and arbitrator(s), provided that i) the parties shall otherwise each bear their own costs, including attorneys fees, and ii) for matters not settled through agreement of the parties, the arbitrator may assess all, or any portion, of the fees and costs incurred in connection with any arbitration and/or appeal (but not any attorneys' fees) against the party who does not prevail. Each participant must submit or file any claim which would constitute a compulsory counterclaim (as defined by the applicable rule under the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim, which is not submitted or filed in such proceeding, will be forever barred.). The arbitrator's award shall be in writing. On request by either party, the arbitrator shall provide to all disputants a reasoned opinion with findings of fact and conclusions of law and the party so requesting shall pay the arbitrator's fees and costs connected therewith

c. Judgment on any preliminary or final arbitration award (subject to the opportunity for appeal as contemplated above) may be entered in any court having jurisdiction and will be binding, final and non-appealable.

d. The parties each knowingly waive all rights to trial by a court or jury, understanding that arbitration may be less formal than a court or jury trial, may use different rules of procedure and evidence and that appeal is generally less available, and having mutually selected, mediation and/or arbitration as provided in this Agreement to resolve any disputes, the parties having had an express meeting of the minds on each these matters. The Company intends to, and I expressly agree that the Company may, fully enforce each of the provisions of this Agreement, including those relating to arbitration, waiver of jury trial, limitation of damages, venue, choice of laws, or otherwise, having had an express meeting of the minds regarding each of such matters.

e. Notwithstanding any provision of this Agreement or otherwise relating to which state or other laws this Agreement will be governed by, any provisions of state, provincial or other law to the contrary, the Company and I mutually intend and agree that (1) all issues relating to arbitrability and/or the enforcement of the agreement to arbitrate contained herein will be (i) decided by the arbitrator and (ii) governed exclusively by the Federal Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law of arbitration and (2) the Company and I mutually intend and agree (and have expressly had a meeting of the minds) to fully enforce all of the provisions of this Agreement and all other documents signed by the Company and me, including (but not limited to) all venue, choice-of-laws, mediation/arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal preemption under the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

f. No party will be required to post a bond in order to obtain any injunctive or other equitable relief. Any claim will be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff or similar basis.

g. These dispute resolution provisions apply to any claims/arbitration between the parties, and/or by any owner and/or affiliate thereof, or which could be brought in their behalf or by any successor.

16) That upon the termination of my employment, the Company may notify anyone thereafter employing me of the existence and provisions of this Agreement.

17) I understand that my employment is at will unless a fixed term is specified herein or in another writing, executed by me and the Company, which governs my employment.

18) That I have no existing agreements with, obligations to, or interest in any other party that keep me from complying with my obligations under this Agreement, or which may give rise to a conflict of interest, except those identified on the attached list executed by me and the Company. If no list is attached, I agree that there are no such agreements, obligations or interests on my part. In addition, I agree to disclose in writing to my superior any future agreements, obligations and/or interests which may preclude or conflict with my obligations hereunder.

19) That I will not use on behalf of, or divulge to, the Company, or its agents or employees, during my employment by the Company, confidential or trade secret information acquired during any prior employment of mine or from any other source outside of the Company, provided, of course, that I know or should know of its nature as confidential or a trade secret.

20) That I understand and confirm that I have no authority whatsoever to make any commitment or enter into any arrangement or contract on behalf of the Company unless authorized by an officer of the Company in writing.

21) That the Company and I agree that this Agreement supersedes any prior oral agreement and/or written agreement executed by and between us relating generally to the subject matter of this Agreement; and we further agree that this Agreement can be waived only by a writing, signed by me and by an officer of the Company.

22) That the Company and I agree that this Agreement will be effective as of the date of the commencement of my employment with the Company.

23) That the Company and I agree that, if it is determined that any provision of this Agreement is illegal or unenforceable, such provision will be enforced to the fullest extent permissible under governing law and such determination will solely affect such provision and not impair the remaining provisions of this Agreement. The time period of the competitive restrictions described in this Agreement (confidentiality, no-compete and non-disclosure) will be extended by the length of time during which I am in breach of any such provision of this Agreement.

24) That the Company and I agree that this Agreement will be construed, and the validity, performance and enforcement hereof will be governed by the laws of the State in which the Company's premises which employed me, is located.

25) That a waiver by the Company of any breach of this Agreement on my part will not operate as or be construed as a waiver of any subsequent breach hereof.

26) That this Agreement will inure to the benefit of and be enforceable by the Company and its Franchisor, and any successors and assigns of the foregoing, and that it will be binding upon me, my executors, administrators, legatees, distributees, heirs and other successors in interest.

27) That I have read the foregoing provisions; that I understand that this Agreement defines the terms and conditions under which the Company is willing to employ or continue to employ me; that I am executing this Agreement and agreeing to abide by its provisions voluntarily; and that the Company has

given me a copy of this Agreement for my future reference so as to avoid any possible oversights or misunderstandings regarding its provisions.

Dated _____, 20__ at _____, _____
[City] [State]

(the "Company")

EMPLOYEE:

By: _____

[Employee's signature]

Its: _____

[Employee's name]



EXHIBIT C

CARTRIDGE WORLD NORTH AMERICA, LLC
STATEMENT OF PROSPECTIVE MASTER FRANCHISEE

SACRAMENTO OFFICE

**[Note: Dates and Answers Must Be Completed
in the Prospective Master Franchisee's Own Handwriting.]**

Since the Prospective Master Franchisee (also called "me," "our," "us," "we" and/or "I" in this document) and Cartridge World North America, LLC (also called the "Franchisor," "you" or "your") both have an interest in making sure that no misunderstandings exist between them, and to verify that no violations of law might have occurred, and understanding that the Franchisor is relying on the statements I/we make in this document, I/we assure the Franchisor as follows:

A. The following dates and information are true and correct:

- 1. _____, 20__ The date on which I/we received a Uniform Franchise Offering Circular about a CARTRIDGE WORLD Master Franchise.
 Initials _____
- 2. _____, 20__ The date when I/we received a fully completed copy (other than signatures) of the Master Franchise Agreement and all other documents I/we later signed.
 Initials _____
- 3. _____, 20__ The earliest date on which I/we signed the Master Franchise Agreement or any other binding document (not including any Letter or other Acknowledgment of Receipt.)
 Initials _____
- 4. _____, 20__ The earliest date on which I/we delivered cash, check or other consideration to the Franchisor, or any other person or company.
 Initials _____

B. Representations and Other Matters:

- 1. No oral, written, visual or other promises, agreements, commitments, representations, understandings, "side deals," options, rights-of-first-refusal or otherwise of any type (collectively, the "representations"), including, but not limited to, any which expanded upon or were inconsistent with the Offering Circular, the Master Franchise Agreement or any other written documents, have been made to or with me/us with respect to any matter (including, but not limited to, advertising, marketing, site location and/or development, operational, marketing or administrative assistance, exclusive rights or exclusive or protected territory or otherwise) nor have I/we relied in any way on any such representations, except as expressly set forth in the Master Franchise Agreement or a written Addendum thereto signed by the Prospective Master Franchisee and the President of the Franchisor, except as follows:

(If none, the Prospective Master Franchisee should write NONE in his/her/their own handwriting.)

Prospective Master Franchisee's Initials: _____

- 2. No oral, written, visual or other claim, guarantee or representation (including, but not limited to, charts, tables, spreadsheets or mathematical calculations to demonstrate actual or possible results based on a

combination of variables, such as multiples of price and quantity to reflect gross sales, or otherwise), which stated or suggested any specific level or range of actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, was made to me/us by any person or entity, nor have I/we relied in any way on any such, except for information (if any) expressly set forth in Item 19 of the Franchisor's Offering Circular (or an exhibit referred to therein), except as follows:

(If none, the Prospective Master Franchisee should write NONE in his/her/their own handwriting.)

Prospective Master Franchisee's Initials: _____

3. No contingency, prerequisite, reservation or otherwise exists with respect to any matter (including, but not limited to, the Prospective Master Franchisee obtaining any financing, the Prospective Master Franchisee's selection, purchase, lease or otherwise of a location, any operational matters or otherwise) or the Prospective Master Franchisee fully performing any of the Prospective Master Franchisee's obligations, nor is the Prospective Master Franchisee relying on the Franchisor or any other entity to provide or arrange financing of any type, nor have I/we relied in any way on such, except as expressly set forth in the Master Franchise Agreement, or a written Addendum thereto signed by the Prospective Master Franchisee and the President of the Franchisor, except as follows:

(If none, the Prospective Master Franchisee should write NONE in his/her/their own handwriting.)

Prospective Master Franchisee's Initials: _____

4. The individuals signing for the "Prospective Master Franchisee" constitute all of the executive officers, partners, shareholders, investors and/or principals of the Prospective Master Franchisee and each of such individuals has received the Uniform Franchise Offering Circular and all exhibits and carefully read, discussed, understands and agrees to the Master Franchise Agreement, each written Addendum and any Personal Guarantees.

Prospective Master Franchisee's Initials: _____

5. I/we have had an opportunity to consult with an independent professional advisor, such as an attorney or accountant, prior to signing any binding documents or paying any sums, and the Franchisor has strongly recommended that I/we obtain such independent professional advice. I/we have also been strongly advised by the Franchisor to discuss my/our proposed purchase of, or investment in, a CARTRIDGE WORLD Master Franchise with existing Cartridge World Master Franchisees prior to signing any binding documents or paying any sums and I/we have been supplied with a list of existing CARTRIDGE WORLD Master Franchisees.

Prospective Master Franchisee's Initials: _____

6. I confirm that, as advised, I've spoken with past and/or existing CARTRIDGE WORLD Master Franchisees, and that I made the decision as to which, and how many, CARTRIDGE WORLD Master Franchisees to speak with. I understand and acknowledge that CARTRIDGE WORLD Master Franchisees and Unit Franchisees are distinct from Franchisor and are independently owned and operated. I understand and acknowledge that they do not act as Franchisor's agents or representatives in providing any information to me and that no such information can be attributed to Franchisor and/ or relied upon as such.

Prospective Master Franchisee's Initials: _____

7. I/we understand that: entry into any business venture necessarily involves some unavoidable risk of loss or failure, while the purchase of a franchise may improve my/our chances for success, the purchase of a CARTRIDGE WORLD Master Franchise (or any other) is a speculative investment, an investment beyond that outlined in the Offering Circular may be required to succeed, there exists no guaranty against possible loss or failure in this or any other business and the most important factors in the success of any CARTRIDGE WORLD Master Franchise, including the one to be operated by me/us, are my/our personal business, marketing, sales, management, judgment and other skills.

Prospective Master Franchisee's Initials: _____

If there are any matters inconsistent with the statements in this document, or if anyone has suggested that I sign this document without all of its statements being true, correct and complete, I/we will (a) immediately inform the Franchisor's attorney (805-547-0697) and the Franchisor's President and (b) make a written statement regarding such next to my signature below so that the Franchisor may address and resolve any such issue(s) at this time and before either party goes forward.

I/we understand and agree that the Franchisor does not furnish or endorse, or authorize its salespersons or others to furnish or endorse, any oral, written or other information concerning actual or potential sales, costs, income, expenses, profits, cash flow, tax effects or otherwise (or from which such items might be ascertained), from franchised or non-franchised units, that such information (if any) not expressly set forth in Item 19 of the Franchisor's Offering Circular (or an exhibit referred to therein) is not reliable and that I/we have not relied on it, that no such results can be assured or estimated and that actual results will vary from unit to unit, Master Franchise to Master Franchise, and may vary significantly.

Prospective Master Franchisee's Initials: _____

I/we understand and agree to all of the foregoing and represent and warrant that all of the above statements are true, correct and complete.

Date: _____

PROSPECTIVE MASTER FRANCHISEE (Individual) - Must be accompanied by appropriate personal guarantee(s)

Signature

Printed Name

Signature

Printed Name

PROSPECTIVE MASTER FRANCHISEE (Corp., LLC or Partnership) - Must be accompanied by appropriate personal guarantee(s)

Legal Name of Entity

a _____
Jurisdiction of Formation Corporation, LLC or Partnership

By: _____
Name

Signature

Title: _____

PRINCIPALS

All of the above is true, correct and complete to the best of my knowledge:

Franchise Marketing Representative

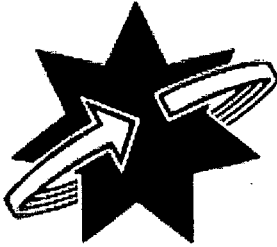
Reviewed by: Cartridge World North America, LLC

President

Master Franchise Agreement Number

DEPARTMENT OF CORPORATIONS
RECEIVED
APR 12 2006
SACRAMENTO OFFICE

EXHIBIT D
MARKS



Cartridge World

Service Mark
United States Patent and Trademark Office
Registration number: 2631733
Registration date: October 8, 2002

Word Mark
United States Patent and Trademark Office
Registration number: 2717527
Registration date: May 20, 2003

"Refilling Makes \$\$\$ and Sense"
Word Mark
United States Patent and Trademark Office
Registration number: 2879458
Registration Date: August 31, 2004

Your Initials: _____ / _____



Exhibit E

**Current Form of
Cartridge World North America, LLC Releasing Language
(subject to change)**

Release-General Provisions. The Master Franchisee(s), jointly and severally, hereby release and forever discharge each and all of the Franchisor-Related Persons/Entities (as defined below) of and from any and all causes of action, in law or in equity, suits, debts, liens, defaults under contracts, leases, agreements or promises, liabilities, claims, demands, damages, losses, costs or expenses, of any nature whatsoever, howsoever arising, **known or unknown**, fixed or contingent, past or present, that the Master Franchisee(s) (or any of them) now has or may hereafter have against all or any of the Franchisor-Related Persons/Entities by reason of any matter, cause or thing whatsoever from the beginning of time to the date hereof (the "Claims"), it being the mutual intention of the parties that this release be unqualifiedly general in scope and effect and that any Claims against any of the Franchisor-Related Persons/Entities are hereby forever canceled and forgiven.

THE MASTER FRANCHISEE(S) ACKNOWLEDGE THAT THEY ARE FAMILIAR WITH THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

THE MASTER FRANCHISEE(S), BEING AWARE OF THIS CODE SECTION, HEREBY EXPRESSLY WAIVE ALL OF THEIR RIGHTS THEREUNDER AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT OF ANY APPLICABLE JURISDICTION, INCLUDING, WITHOUT LIMITATION, CALIFORNIA, NEVADA AND/OR [JURISDICTIONS OF MASTER FRANCHISEE(S)' RESIDENCE AND LOCATION OF MASTER FRANCHISEE'S FRANCHISED BUSINESS AND ANY FRANCHISED UNITS].

The Master Franchisee(s) expressly assume the risk of any mistake of fact or fact of which they may be unaware or that the true facts may be other than any facts now known or believed to exist by Master Franchisee(s), and it is the Master Franchisee(s) intention to forever settle, adjust and compromise any and all present and/or future disputes with respect to all matters from the beginning of time to the date of this document finally and forever and without regard to who may or may not have been correct in their understanding of the facts, law or otherwise. All releases given by the Master Franchisee(s) are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. The Master Franchisee(s) represent and warrant that they have made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document as the Master Franchisee(s), in the Master Franchisee(s) independent judgment, believe necessary or appropriate. The Master Franchisee(s) have not relied on any statement, promise, representation or otherwise, whether of fact, law or otherwise, or lack of disclosure of any fact, law or otherwise, by the Franchisor-Related Persons/Entities or anyone else, not expressly set forth herein, in executing this document and/or the related releases.

Master Franchisee(s) Initials: _____

No Assignment or Transfer of Interest. The Master Franchisee(s) represent and warrant that there has been, and there will be, no assignment or other transfer of any interest in any Claims that the Master Franchisee(s) may have against any or all of the Franchisor-Related Persons/Entities, all Claims having been fully and finally extinguished, and the Master Franchisee(s) agree to forever indemnify and hold the Franchisor-Related Persons/Entities harmless from any liability, claims, demands, damages, losses, costs, expenses or attorneys' fees incurred by any of the Franchisor-Related Persons/Entities as a result of any person asserting any interest in any of the Claims and/or any voluntary, involuntary or other assignment or transfer, or any rights or claims under any assignment, transfer or otherwise. It is the intention of the parties that this indemnity does not require payment by any of the Franchisor-Related Persons/Entities as a condition precedent to recovery against the Master Franchisee(s) under this indemnity.

Master Franchisee(s) Initials: _____

Attorneys Fees. If the Master Franchisee(s), or anyone acting for, or on behalf of, the Master Franchisee(s) or claiming to have received, by assignment or otherwise, any interest in any of the Claims, commence, join in, or in any manner seek relief through any suit (or otherwise) arising out of, based upon or relating to any of the Claims released hereunder or in any manner asserts against all or any of the Franchisor-Related Persons/Entities any of the Claims released hereunder, the Master Franchisee(s) agree to pay all attorneys' fees and other costs incurred by any of the Franchisor-Related Persons/Entities in defending or otherwise responding to said suit or assertion directly to the Franchisor-Related Persons/Entities incurring such costs.

Master Franchisee(s) Initials: _____

Franchisor Related Persons/Entities. Cartridge World North America, LLC, Cartridge World, Inc., Cartridge World Pty Ltd, and each Affiliate of any of the foregoing, each Cartridge World marketing and/or advertising fund and each and all of the following, whether past, current and/or future: Each and all entities and/or persons acting through or in concert with any of the foregoing; each and all of the partners, shareholders, officers, directors, agents, attorneys, accountants, and/or employees of any of the foregoing, as well as each and all of the successors and/or assigns of any of the foregoing.

Master Franchisee(s) Initials: _____

Date of Releases, Joint and Several Liability. The releases granted hereunder shall be deemed effective as of both the date hereof and the date of any transfer of the Master Franchise and/or the Master Franchise Agreement and/or any termination of the Master Franchise and/or the Master Franchise Agreement. The liabilities and obligations of each of the Master Franchisee(s) (and any other person/entity providing releases to the Franchisor-Related Persons/Entities) shall be joint and several.

Master Franchisee(s) Initials: _____

EXHIBIT F

"MASTER FRANCHISEE'S RESPONSIBILITIES"

The following is a partial list of the Master Franchisee's responsibilities, the parties understanding and agreeing that the Master Franchisee will, in any case, provide to all Cartridge World Unit Franchisees in the Territory (a) all services, etc. to be provided under the then-current form (as revised from time-to-time) of standard Unit Franchise Agreement, (b) all services specified by us, from time-to-time, in Manuals and other written instructions and (c) all services specified to be performed by the Master Franchisee under the Master Franchise Agreement.

Without limiting the generality of the foregoing, you will:

- (1) Maintain an office and telephone number (including separate fax and e-mail lines) within the Territory available during normal business hours. Such office will be in a facility as approved by the Company;
- (2) Conduct a quarterly (every three months) regional meeting for all CARTRIDGE WORLD Unit Franchisees in the Territory;
- (3) Maintain regular contact with all CARTRIDGE WORLD Unit Franchisees in the Territory, including (at a minimum) the following:
 - (a) At least one support and training individual will physically visit each Unit Franchisee once each month during the first 6 months of operations, and once each three months thereafter for support, training and inspection purposes.
 - (b) Telephone each Unit Franchisee at least once each week.
- (4) Subject to all legal, ethical, cultural and/or religious requirements, vigorously promote CARTRIDGE WORLD retail sales and the award of CARTRIDGE WORLD Unit Franchisees;
- (5) Maintain such facilities in the Territory as may be necessary to deliver training to CARTRIDGE WORLD Unit Franchisees using materials, staffed by qualified personnel, and providing training and other support, as specified by us from time-to-time;
- (6) Strictly enforce each Unit Franchisee's full compliance with the requirements set forth in each Unit Franchise Agreement and all standards, guidelines, specifications, recommendations or other policies set forth in the Manuals (or other written instruction) as modified by us from time to time, including any upgrades, Product/Service changes, etc. specified by us;
- (7) Use and offer each of (and only) the equipment, products, services, programs and System authorized by us, and cause each of your Unit Franchisees to offer each of (and only) the equipment, products, services, programs and System as authorized by us; and
- (8) Provide responsible, efficient and effective operating assistance and advice to Unit Franchisees and maintain an adequate and competent staff in order to carry out such obligations.

Your Initials: _____ / _____

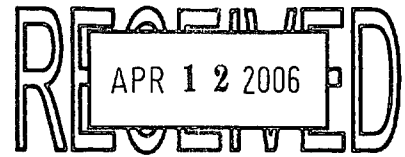


EXHIBIT G

CONTINUING PERSONAL GUARANTEE

In consideration of, and as an inducement to, the execution by Cartridge World North America, LLC, a Nevada limited liability company, ("Franchisor") of a master franchise agreement of even date herewith (the "Franchise Agreement" or "Agreement") between Franchisor and _____, (the "Franchisee"), each of the undersigned hereby personally and unconditionally, jointly and severally:

(1) guarantees to Franchisor, its Affiliates, the Franchisor-Related Persons/Entities (as defined in the Franchise Agreement) and each of their respective successors and assigns, for the term of the Franchise Agreement and thereafter as provided in the Franchise Agreement, that the undersigned will be personally bound by, and punctually pay and perform, each and every agreement and obligation set forth in the Franchise Agreement;

(2) agrees to be personally bound by, and personally liable for, any breach of any provision in the Franchise Agreement;

(3) agrees to be personally bound by, and personally liable for, each obligation of the Franchisee to Franchisor, its Affiliates and/or any Franchisor Related Persons/Entities, and

(4) agrees that neither Franchisor, its Affiliates, and/or any Franchisor-Related Persons/Entities need to bring suit first against Franchisee or any of the undersigned in order to enforce the provisions of this Continuing Personal Guarantee (the "Guarantee"), and each may enforce this Guarantee against any or all of the undersigned as it chooses in its sole and absolute discretion.

Each of the undersigned waives presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under this Guarantee and/or otherwise and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor, and the settlement, compromise or adjustment thereof.

Further, each of the undersigned consents and agrees that:

(1) his or her direct and immediate liability under this Guarantee will be joint and several and shall not be relieved or diminished by any release or compromise of any liability of any of the other undersigned or of any party or parties primarily or secondarily liable under the Agreement, this Guarantee and/or otherwise;

(2) such liability will not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may from time-to-time grant to the Franchisee and/or to any other person, including without limitation the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which will in any way modify or amend this Guarantee, which will be continuing and irrevocable;

(3) the liabilities and obligations of the undersigned, whether under this Guarantee or otherwise, will not be diminished or otherwise affected by the termination, rescission, expiration, renewal or modification of the Franchise Agreement;

(4) the undersigned will comply with the Post Termination Provisions of the Franchise Agreement, as that term is defined in the Franchise Agreement; and

(5) the provisions of Articles 22 and 23 of the Franchise Agreement are incorporated in and will apply to this Guarantee as if fully set forth herein and shall apply to any dispute involving the Franchisor and any of the undersigned; provided that in all events the undersigned agrees to pay all expenses paid or incurred by Franchisor in enforcing the provisions of this Guarantee against the undersigned and in collecting or attempting to collect any amounts due hereunder, including reasonable attorneys' fees.

In connection with the execution of this Guarantee and with the Franchisor permitting the Franchise Agreement to be awarded to the Franchisee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned hereby grants a General Release of any and all claims, liabilities and/or obligations, of any nature whatsoever, however arising, known or unknown, against the Franchisor and/or any or all of the Franchisor-Related Persons/Entities, excepting only those claims solely related to the offer and sale of the Franchise, where such releases are expressly prohibited by applicable law.

Terms not defined in this Guarantee shall have the same meanings as in the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned has here unto affixed his or her signature on the same date as the Franchise Agreement has been executed.

GUARANTOR(S)	PERCENTAGE OF OWNERSHIP OF FRANCHISEE
_____	_____ %
_____	_____ %
_____	_____ %

Corporate Franchisee:

_____, a _____ (specify jurisdiction of formation) _____
(specify corporation, LLC, LLP or otherwise).

By _____

Its _____

EXHIBIT H

**FORMS OF UNIT FRANCHISE AGREEMENT
(WITH APPLICATION AGREEMENT AND LETTER OF INTENT
AND
WITHOUT APPLICATION AGREEMENT AND LETTER OF INTENT)
(Subject to change by CWNA)**



SAMPLE DOCUMENT
THIS IS OUR CURRENT FORM FOR UNIT FRANCHISE AGREEMENT
(subject to change)

CARTRIDGE WORLD®
UNIT FRANCHISE AGREEMENT

Franchisee

Location

Date of Agreement

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