

# DataPreserve™

## FRANCHISE OFFERING CIRCULAR



**DataPreserve Franchise, LLC,**  
an Arizona Limited Liability Company  
15651 North 83<sup>rd</sup> Way, Suite C-3  
Scottsdale, Arizona 85260  
Telephone: 480-422-1600  
Facsimile: 480-422-1601  
[www.DataPreserve.com](http://www.DataPreserve.com)

You will market DataPreserve™ automated encrypted remote computer backup and storage services that we provide to small and mid-sized businesses and individuals located in your territory. You must recruit and supervise computer service agents who will provide installation and support services to customers. The initial franchise fee is \$50,000 plus \$.15 per person for population in your territory over 400,000. Your pre-opening purchases of services from us range from \$575 to \$824. (See Item 5.) Your estimated total initial investment ranges from \$111,475 to \$179,400 if you use a home office, and from \$113,675 to \$187,100 if you have an office outside your home. (See Item 7.)

### **RISK FACTORS:**

**THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO ARBITRATE OR LITIGATE WITH THE FRANCHISOR ONLY IN ARIZONA. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT ALSO MAY COST MORE TO ARBITRATE OR LITIGATE WITH THE FRANCHISOR IN ARIZONA THAN IN YOUR HOME STATE.**

**THE FRANCHISE AGREEMENT STATES THAT ARIZONA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW.**

**YOUR LOCAL LAWS MAY CONTROL YOUR FRANCHISE AND WHERE YOU CAN MEDIATE, ARBITRATE AND LITIGATE. SEE EXHIBIT B FOR THESE LAWS. YOU MAY WANT TO COMPARE THESE LAWS.**

**THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.**

Information comparing franchisors is available. Call the state administrators listed in Exhibit A or your public library for sources of information.

Registration of this franchise with 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 this Offering Circular is untrue, contact the Federal Trade Commission and your state agency listed in Exhibit A.

### State Effective Dates:

California: _____, 2006	Minnesota: _____, 2006	Texas: November 30, 2005
Illinois: _____, 2006	Nebraska: _____, 2006	Utah: _____, 2006
Indiana: _____, 2006	New York: _____, 2006	Virginia: _____, 2006
Kentucky: _____, 2006	North Dakota: _____, 2006	Washington: _____, 2006
Maryland: _____, 2006	Rhode Island: _____, 2006	Wisconsin: _____, 2006
Michigan: _____, 2006	South Dakota: _____, 2006	

**INFORMATION FOR PROSPECTIVE FRANCHISEES  
REQUIRED BY THE FEDERAL TRADE COMMISSION**

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Date of Issuance: March 10, 2006

**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.**

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### EXHIBITS

A	State Agencies
B	State Law Addendum
C	Franchise Agreement and Attachments:
	1 - Data Sheet
	2 - Statement of Ownership
	3 - Guaranty
	4 - Confidentiality Agreement
	5 - Confidentiality and Non-Competition Agreement
	6 - Conditional Assignment of Telephone Numbers
D	Remote Backup Customer Service Agreement
E	Non-Disclosure Agreement
F	Application
G	Territory Reservation Agreement
H	Tables of Contents of Manuals
I	Existing Franchisees
J	Computer System Requirements
K	Franchisor Locations
L	Financial Statements
M	Receipt for Completed Documents
N	Confirmation of Sales Procedures
O	Agents for Service of Process

### RECEIPTS