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Local. Certified. Geek.

**GEEKS ON CALL
UNIFORM FRANCHISE OFFERING CIRCULAR**

Geeks On Call America, Inc.
Interstate Corporate Center
Building 17, Suite 106
814 Kempsville Road
Norfolk, VA 23502
(757) 466-3448
www.geeksoncall.com

**INFORMATION FOR PROSPECTIVE FRANCHISE OWNERS
REQUIRED BY THE FEDERAL TRADE COMMISSION**

To protect you, we have required your franchisor to give you this information. We have not checked it and we do not know if it is correct. It should help you make up your mind. Study it carefully. While it includes some information about your contract, do not 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 accountant. If you find anything you think may be wrong or anything important that has 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, DC 20580



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Virginia Beach, VA 23502
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We offer a franchise program to operate computer support and training businesses. Our services are targeted to residential and small business computer users. The 1-800-905-GEEK/Geeks On Call system utilizes special marketing techniques, quality control and operating procedures to facilitate the provision of computer support and training services. We offer Area Development Franchises to people who commit to open three or more individual Franchised Businesses at an agreed rate, and we offer Unit Franchises to those who wish to operate one or two franchises.

If you sign an Area Development Agreement you will pay us a nonrefundable Area Development Fee of \$22,000 per franchise for the first two franchises; \$18,000 per franchise for franchises three to five; and \$16,000 per franchise for franchises six and above, plus an Initial Franchise Fee of \$3,000 is due when you sign each Franchise Agreement, and an Initial Advertising Fee of \$25,000 is due before Operations Training commences for each franchise. We do not finance fees for Area Developers, and we do not refund fees.

The current Initial Franchise Fee is \$25,000. The Initial Advertising Fee is \$15,000. The approximate initial investment is approximately \$59,150 to \$90,450 (See Item 7). Area Developers' initial investments will range from a minimum of \$170,250 for three (3) franchises to a maximum of \$786,900 for ten (10) franchises. (See Item 7).

RISK FACTORS

THE FRANCHISE AGREEMENT REQUIRES ALL LAWSUITS TO BE INITIATED IN VIRGINIA COURTS. FOR FRANCHISEES OUT OF STATE, SUING IN VIRGINIA MAY RESULT IN ADDITIONAL COSTS. ALSO, OUT OF STATE LITIGATION MAY RESULT IN A LESS FAVORABLE SETTLEMENT. STATE LAW IN YOUR STATE MAY OVERRIDE THE REQUIREMENT TO SUE IN VIRGINIA.

THIS FRANCHISE AGREEMENT DECLARES THAT VIRGINIA LAW GOVERNS THE AGREEMENT. VIRGINIA LAW MAY NOT PROVIDE YOU THE SAME PROTECTIONS THAT YOUR STATE LAW PROVIDES. YOUR STATE LAW MAY OVERRIDE THE PROVISION DECLARING THAT VIRGINIA STATE LAW APPLIES. YOU MAY WANT TO CHECK YOUR STATE LAW. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information comparing franchisors is available. Call the State Administrators listed in Exhibit F or your public library for sources of information.

Registration of this franchise with the 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 the applicable state authority listed in Exhibit A-2.

The Issuance Date of this Offering Circular is November 30, 2006. Exhibit A-1 lists the Effective Dates of this Offering Circular for the states in which the franchise offering has been registered.

ITEM 1
THE FRANCHISOR, ITS PREDECESSORS AND AFFILIATES

The Franchisor. To simplify the language in this Offering Circular, the terms “we”, “us”, “our”, “1-800-905-GEEK”, “Geeks On Call”, and the “Company” refer to Geeks On Call America, Inc., d/b/a Geeks On Call and 1-800-905-GEEK. The terms “you” and “your” refer to the person or entity that buys this franchise, which terms also include any of your guarantors. We are a Virginia corporation incorporated on June 11, 2001. We do business as “Geeks On Call” and “1-800-905-GEEK”.

We operate a computer service business and offers a franchise program to operate computer support and training businesses targeted to residential and small business computer users. We began offering franchises in September 2001. We do not currently operate Geeks On Call businesses ourselves. The 1-800-905-GEEK/Geeks On Call system (“System”) utilizes special marketing techniques, quality control and operating procedures to facilitate the provision of computer support and training services. Except for the TTS business described below, we do not operate any other forms of business.

We also operate a telephone-based computer technical support business known as Telephone Technical Support (“TTS”) to customers throughout the United States. We began this service in November, 2006.

Our principal place of business, and that of all of our affiliates is Interstate Corporate Center, Building 17, Suite 106, 814 Kempsville Road, Norfolk, Virginia 23502. Our agent for service of process, and the agent for all of our affiliates is Douglas J. Glenn, Esq., Pender & Coward, P.C., 222 Central Park Avenue, Virginia Beach, Virginia 23462. There may be other agents for service of process in other states (Exhibit A-2). You can reach us by telephone at (757) 466-3448 and by e-mail at info@geeksoncall.com or info@1800905geek.com. We do not and have not offered any franchises in any other lines of business.

The Franchisor’s Predecessors and Affiliates. Geeks On Call America, LLC (our “Immediate Predecessor”) acquired its assets (including the trademark “Geeks On Call”) from Geeks On Call Tidewater, LLC (our “Past Predecessor”) on January 15, 2001. Our Past Predecessor, which was located at 5501 Greenwich Road, Suite 310, Virginia Beach, Virginia 23462, operated a computer solutions business principally in Virginia Beach, Virginia from July 1999 to January 2001 offering services similar to those offered by our franchisees. Our Past Predecessor did not offer franchises in any line of business. Our Immediate Predecessor, a Virginia limited liability company which was located at Building 5, Suite 240, 6350 Center Drive, Norfolk, Virginia 23502, began operation on January 1, 2001 and initiated its offering of franchises on January 11, 2001. We merged with our Immediate Predecessor on August 31, 2001 and have operated a similar business to that operated by our franchisees since our merger with our Immediate Predecessor.

Our Business and the Franchises Offered. We offer franchises to operate a computer solutions business as a mobile business providing services at the customer’s site using our “1-800-905-GEEK” and “Geeks On Call” trademarks, any further marks we develop, and our proprietary marketing techniques, quality assurance standards and business methods in a primary geographic territory. Unit Franchises are granted for the operation of a single franchise within a Territory. We also offer Area Development Franchises by which an Area Developer agreed to open and operate three or more franchises in a Development Area.

The 1-800-905-GEEK/Geeks On Call System. We have developed systems and procedures for the business of providing the computer aftermarket with labor and materials for troubleshooting, maintaining, upgrading and networking (voice and data) computers; while also providing training and consulting services. These services are provided within a primary geographic area of responsibility (“Territory”) through your mobile service vehicle at the customer’s location. The market is developing for these services and is not generally a seasonal business. You will be entitled to all the features of the System, including, the products; special confidential techniques for selling products, service, training and service agreements, central dispatching, back-office support; telemarketing; emblems, trade names, trademarks and service marks, uniforms; instructional materials and training courses; and the 1-800-905-GEEK/Geeks On Call Operations Manual we provide to you. These features of the System may be changed, improved and developed.

The Computer After Market and Competition. 1-800-905-GEEK /Geeks On Call is a service business that primarily offers computer support and related services to residential and small businesses computer users. Competition primarily comes from computer retail stores, depot service centers, individual technicians and regional companies.

Laws and Regulations. Local and state law may license or regulate your services under this franchise. You are responsible for obtaining needed permits and certificates and complying with any other applicable laws.

ITEM 2
BUSINESS EXPERIENCE

Richard Cole, Chairman of the Board and Chief Executive Officer. Mr. Cole is a cofounder of the Company and has been Chairman of the Board and Chief Executive Officer since September 2001. From January 2001 to August 2001, Mr. Cole served as Vice President of Development of the Company's Immediate Predecessor. Mr. Cole has also served as the Managing Member of Beach Capital LLC located in Virginia Beach, Virginia since October 1999. Mr. Cole previously served as President of American Outdoor Advertising, Inc. (a Landmark Communications, Inc., subsidiary) located in Norfolk, Virginia from March 1997 to October 1999.

Douglas Glenn, General Counsel and Secretary. Mr. Glenn has served as our General Counsel and Secretary since the Company's inception in June 2001. He was a director of the Company from its inception until December 2005. Mr. Glenn is a shareholder in the Virginia Beach law firm of Pender & Coward, P.C. located in Virginia Beach, Virginia, where he has practiced since 1991.

James Johnsen, Director. Mr. Johnsen has served as a Director of the Company since July 2002. Since August 1995, Mr. Johnsen has served as Managing Director of Johnsen, Fretty & Co., LLC located in Stamford, Connecticut.

James Weathers, Director. Mr. Weathers has served as a Director of the Company since January 2005. Mr. Weathers also serves as the President of Integrated Agriculture since June 1984 located in Vincennes, Indiana.

Frank Santoro, Director. Mr. Santoro has served as a Director of the Company since August 1, 2006. Mr. Santoro is a shareholder in the law firm of Marcus, Santoro, & Kozak, P.C. located in Chesapeake, Virginia where he has practiced since 1980.

W. Reed Atkins, Jr., Director. Mr. Atkins has served as a Director of the Company since June 2005 and as our Vice President and Chief Financial Officer from February, 2005 through August, 2006. Mr. Atkins serves as President of W.R. Atkins Associates, a consulting firm located in Williamsburg, Virginia, providing turnaround, restructuring, and business advisory services to small and middle market companies.

Richard G. Artese, Vice President and Chief Information Officer. Mr. Artese has served as our Vice President and Chief Information Officer since November, 2005. From May, 2005 to November, 2005, Mr. Artese served as Director of Technology. From August 2001 to August 2004 he worked as the Managing Director Technology Consulting Group for Top Tier Management in New York, NY and Norfolk, VA. From March 1998 to July 2001 he worked as the Senior VP & Chief Information Officer for Porter Novelli International in New York, NY. From July 1995 to March 1998 he served as the Director of Technology & Office Services for the Delta Consulting Group, Inc of New York, NY.

James A. Jensen, Director of Marketing. Mr. Jensen has served as our Director of Marketing since January, 2006. From 1996 to 2006, Mr. Jensen was employed by Hewlett-Packard in Houston, Texas, serving as Program and E-Business Manager from 2000 through 2005, and before that as a Product Marketing Manager.

Richard C. Pittius, Director of Franchise Development. Mr. Pittius has served as Director of Franchise Development since April, 2006. From December, 2003 to March, 2006, he served as Senior Vice President of Franchise Development for Fantastic Sam's Salons, a national franchisor of hair salons. From June, 1995 to December, 2003, Mr. Pittius served as Senior Vice President of Business Development of Huntington Learning Center, Inc.

Keith Wesp, Controller, Assistant Secretary. Mr. Wesp has served as our Controller and Assistant Secretary since August 2001. From October 1995 to July 2001, Mr. Wesp worked for Rothman and Vaughan, CPA's located in Virginia Beach, Virginia as an Accountant.

Tim Johnson, Director of Operations. Mr. Johnson has served as Director of Operations since May 2004. From October 2002 to May 2004, he was a Regional Manager. Mr. Johnson has previously owned two small businesses in the finance and resort industries. He has also earned his Masters in Business Administration at Regent University in Virginia Beach, Virginia.

Rhoneil Hernandez, Director of Information Technology. Mr. Hernandez has served as Director of Information Technology since September, 2006. From July, 2005 to September, 2006, he was an Applications Development Manager. Prior to July, 2005, Mr. Hernandez held positions in the Information Technology and Call Center departments. He joined the Company in May, 2001.

Bobby R. Hodges, Manager of Call Center Operations. Mr. Hodges has held the title of Manager of Call Center Operations since February, 2006. He has worked for the Company since October, 2002 in various capacities in the call center, such as dispatcher and assistant dispatch manager. Prior to working for the Company, Mr. Hodges worked for Tidewater Community College in their computer lab from 1998 to 2001.

Sales Broker: Franchise Sales International.

John Barry – Chief Executive Officer. Mr. Barry is the CEO of Franchise Sales International, a company he founded in March 2006. He has worked with us since June 2006. Mr. Barry was Director of Franchise Sales for Quizno's Franchising LLC from June, 2003 through March, 2006. Prior to that, from April 1993 to May 2003, he served as Vice President of Franchise Development for Party Land, Inc.

Sales Broker: The Franchise Authority, Inc.

Robert D. King – President. Mr. King is and has been the President of The Franchise Authority for over five years. He is based in Houston, Texas.

Franchise Broker Network: The Entrepreneur Authority, LLC.

The Entrepreneur Authority, LLC ("TEA") is a limited liability company, organized in April 2002, under the laws of the state of Texas and located at 5800 Granite Parkway, Suite 300, Plano, Texas 75024. TEA is a franchise development and franchise brokerage firm that offers consulting and referral services relating to franchise opportunities. TEA's licensees are independent consultants ("TEA Consultants") who operate under the trade name "The Entrepreneur Authority". TEA Consultants screen prospective franchisees generated by their marketing efforts and then refer them to participating franchise companies. Once the referral is made, TEA Consultants do not perform any functions for participating franchisors. The TEA Consultants are listed in Exhibit "J."

Referral Incentive Programs. We will pay a referral fee of \$3,000 to any existing franchisee for any new, unique leads the franchisee refers to us if the candidate referred is qualified, we determine to offer a franchise opportunity to the candidate and we and the candidate enter into a franchise agreement. We may change or eliminate this program at anytime without notification. Franchisees do not participate in the sales process. We may from time to time establish other referral incentives for franchisees, employees, franchise brokers and others for qualified referrals of prospective franchisees. We may change or eliminate any such program at anytime without notification.

**ITEM 3
LITIGATION**

On April 28, 2006, Geeks Next Door, LLC and Clair Beck-Keeler and Josh Keeler filed suit against us and Walter Ewell, Tim Holadia, Richard Cole and Taylor Mayo in the Superior Court of the State of Washington, King County, No. 06-2-14109-1 SEA. The Plaintiffs effected service on July 1, 2006. The Plaintiffs, former franchise owners, alleged the defendants made misrepresentations in violation of the Washington Franchise Investment Protection Act in connection with the offer and sale of their franchise and area development rights in June 2005. The plaintiffs sought rescission of their agreements with us and the return of their investment with pre-judgment interest, and unspecified damages consistent with rescission, as well as exemplary damages, costs and reasonable attorneys' fees. We and all of the natural persons named as defendants entered into a Settlement and Release Agreement with the plaintiffs effective as of December 11, 2006 under which the plaintiffs and defendants released each other from any and all claims and the suit was dismissed with prejudice. None of the parties admitted any liability and no payments were made by either plaintiffs or defendants.

On October 8, 2003, TC Tech Mgt Co. sued us in the United States District Court for the Eastern District of Virginia, Civil Action No. 2:03Cv714. The Plaintiff, the former owner of four franchises, alleges that we misrepresented the revenue that he could generate as a Geeks On Call franchisee, thereby inducing him to purchase four franchises that he would not otherwise have purchased. He claimed damages of \$275,000. Our motion to dismiss was denied, and we entered into a Confidential Settlement and Mutual Release Agreement under which each party released the other from any and all claims and the suit was dismissed with prejudice. Neither party admitted liability and we paid the plaintiff \$100,000 as part of the settlement.

Other than these two actions, no litigation must be disclosed.

**ITEM 4
BANKRUPTCY**

No person previously identified in Items 1 or 2 of this Offering Circular has been involved as a debtor in proceedings under the U.S. Bankruptcy Code that must be disclosed in this Item.

**ITEM 5
INITIAL FRANCHISE FEES**

Area Development Fee. If we agree to grant you the exclusive right to develop and operate three or more franchises in a defined Territory through an Area Development Agreement, you must pay us an Area Development Fee in lieu of our standard Initial Franchise Fee when you sign the Area Development Agreement and an Initial Franchise Fee when you sign each Franchise Agreement. The Area Development Fee is \$22,000 for the first two franchises; \$18,000 for the franchises three to five and \$16,000 for franchises six and above. When you sign each Franchise Agreement you must pay us an Initial Franchise Fee of \$3,000. None of these fees are refundable. We do not finance Initial Fees for Area Developers.

Initial Franchise Fee. If you sign a single Unit Franchise Agreement, you must pay us an Initial Franchise Fee, which is payable in two equal installments. The Initial Franchise Fee is \$25,000. The first installment is paid when you sign the Franchise Agreement. The second installment is paid before the day you begin the Effective Operations Training Program ("Operations Training"). The Initial Franchise Fee is fully earned upon execution of the Franchise Agreement by us. The entire Initial Franchise Fee is refundable if we do not approve your application or if you do not pass our Operations Training in accordance with our current passing standards for Operations Training, provided that you return to us all materials which we distributed to you during Operations Training. We may, in our sole discretion, finance up to 50% of your Initial Franchise Fee. See Item 10.

Initial Advertising Fee. You must pay us an Initial Advertising Fee of \$15,000 for each Franchise Agreement you sign, which is due before the day you or your Designated Manager begin Operations Training. We will place this fee in our advertising, sales and marketing account, where it will be commingled with other initial and ongoing advertising fees. Cost for vehicle decals, signage, Yellow Pages advertising or Service Agreement Marketing fees over the cost of making the first 45 appointments do not satisfy your obligation to conduct initial advertising. The Initial Advertising Fee is refundable if you or your Designated Manager do not pass our Operations Training in accordance with our current passing standards for training, provided that you return to us all materials we distributed to you during Operations Training.

**ITEM 6
OTHER FEES ***

Fee	Amount	Due Date	Remarks
Royalty Fee	You must pay to us a royalty fee of 11% of all Gross Receipts.	Royalties are due weekly on the 2 nd business day of the week for the prior week ending on Sunday.	Gross Receipts include all revenue, whether collected or not, due from all services and products offered (including but not limited to computer troubleshooting, maintenance, upgrading, parts, training, networking, consulting, programming, affiliates commissions and necessary package software), excluding customer discounts and sales tax, but not service fees for credit card transactions and bank drafts. Royalties will be drafted weekly from your business bank account and may also be deducted from amounts due you for revenues disbursed to you from receivable collections and bank drafts we process.
Advertising Fee	\$275 weekly.	Advertising fees are due weekly on the 2 nd business day of the week for the prior week ending on Sunday. Fees are assessed beginning the 1 st week of operation.	Advertising fees are subject to change on 30-days notice to reflect changes in cost; however, the advertising fees cannot be increased more than 25% over the term of the Franchise Agreement.

Fee	Amount	Due Date	Remarks
Service Agreement Marketing (optional)	Telemarketing \$30 per appointment.	On receipt of invoice.	If we agree to make appointments for you to sell service agreements, we will charge you for each appointment we make, regardless of whether a sale results. We may change the fee on 30 days' notice.
Dispatch Service Fee	See Note 1 Below	As arranged	
Complaint Fee	\$50	On receipt of invoice.	Applies only if we respond to a customer complaint about your service. Complaint fees will be invoiced, and added to the actual royalty due for that week.
Service Assistance	Currently \$120 per labor hour plus expenses.	On receipt of invoice.	In addition to the Complaint Fee, we charge for technical time spent rectifying any deficient performance by you to assure customer satisfaction. Service assistance fees will also be billed when one of your service agreement customers needs assistance and you are unable to provide timely service to that customer, as will be determined by us in our sole discretion. Service Assistance fees are subject to change on 30 days notice to reflect changes in cost and will be drafted weekly.
IT Development Fee	See Note 2 Below	As arranged	
National/Regional Accounts	10% on collected monies	After receipt of payment.	If we enter into an on-site service agreement secured by us, another franchisee or others with sites in your territory, for which you provide service, you must pay 10% to us on collected monies from these agreements for their term and on any future renewal periods. Upon payment by the customer, we remit 90% to you, less royalty and advertising fees owed by you on that bill. If you are successful in identifying and helping to broker a formal service agreement for a regional/national account, then you are entitled to a 10% royalty on gross receipts from service provided by other franchisees on the account on service performed outside your territory.
Interest on late payments	18% or the highest amount permitted by law	On receipt of invoice.	Owed on amounts that are more than 15 days past due.
Audit	Cost of audit will include employees' travel, room and board expenses.	On receipt of invoice.	You must pay any cost we incur for any audit we perform which results in a finding that you have failed to comply with the Franchise Agreement or you have understated by 3% or more in any report of gross receipts. Our costs will include employees' travel, room and board expenses.
Additional Training	\$1,000 per day.	On receipt of invoice.	Your employees that will provide computer support services to our customers or a salesperson to procure new service agreement accounts must successfully complete our customer services and procedures training program.
Transfer Fee	\$5,000	On transfer of the business.	Must be paid before transfer is effected.

Fee	Amount	Due Date	Remarks
Late Report Fee	\$200 per report due	On receipt of invoice.	Failure to submit a weekly Gross Receipts report on the first business day of the week will result in a \$200 Late Report Fee which will be added to the actual royalty due for the week.
Amendment Fee	\$2,500	On signing the Amendment.	You must pay the Amendment Fee only if we agree to amend your Franchise Agreement. Fee must be paid before the Amendment is effected.

* All fees are imposed by and payable to us and are earned and non-refundable when paid.

Note 1: This fee is not currently charged; however, in connection with our contract with a provider for a dispatch service to which you must subscribe, we reserve the right impose a direct fee of up to \$50 per month or require you to pay that fee directly to our designated vendor.

Note 2: This fee is not currently charged; however, we reserve the right to charge franchisees a reasonable fee for any IT development work/application that we reasonably determine is necessary but beyond the ordinary course of business operations and support.

**ITEM 7
YOUR ESTIMATED INITIAL INVESTMENT ***

Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Area Development Fee (Note 1)	\$16,000 - \$22,000 per franchise	Check	On signing the Area Development Agreement	Us
Initial Franchise Fee	\$3,000 - \$25,000 (Note 1)	Check	50% (100% if you are an Area Developer) on your signing the Franchise Agreement; balance paid before the first day of training.	Us
Initial Advertising Fee (Note 1)	\$15,000	Check	Paid before the day you begin training	Us
Travel and Living Expenses While Training	\$100 - \$1,500 (Note 2)	Check/Charge	Before opening	Third-party Vendors
Equipment, Supplies & Inventory	\$3,000 - \$5,000 (Note 3)	Check/Charge	Before opening	Third-party Vendors
Vehicle	\$1,250 - \$18,750 (Note 4)	Check	Monthly	Third-party Vendors
Real Property	\$0 - \$2,400 (Note 5)	Per lease terms	Per lease terms	Landlord
Office Furnishings and Fixtures	\$0 - \$2,500 (Note 6)	Check/Charge	Before opening	Vendors
Deposits & Permits	\$500 - \$1,000 (Note 7)	Check	As Required	Third-party
Insurance	\$1,000 (Note 8)	Check	Before opening	Insurance Agent
Weekly Advertising Fee (1st 3 months)	\$3,300 - \$33,000 (Note 9)	Check	Monthly	Us
Additional Funds – 3 months	\$10,000 - \$15,000 (Note 10)	Check/Charge	As incurred	Draws, Suppliers, Leases, etc.
TOTALS	Single Franchise \$59,150 - \$90,450 (Note 11) Area Developer \$170,250 - \$786,900 (Note 12)			

Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
(Does not include royalties, interest expense or optional service agreement marketing assistance fees you may incur.)				

* Of your initial investment only those fees paid to "us" for your Initial Franchise Fee and Initial Advertising are refundable if you do not pass our Operations Training in accordance with our current passing standards for Training, provided that you return to us all materials, which we distributed to you during Training. No other fees are refundable.

Note 1: If you have signed an Area Development Agreement, the Initial Franchise Fee is \$3,000. If you have not signed an Area Development Agreement, it is \$25,000. Area Development Fees are \$22,000 per franchise for the first two franchises, \$18,000 per franchise for franchises three, four and five, and \$16,000 per franchise for franchises six and above. The Initial Advertising Fee is paid for each franchise.

Note 2: Travel and living expenses will vary significantly depending upon whether you live in the local area and therefore have no lodging and minimal travel expenses, or whether you fly in from a distance and require air travel, lodging, meals and a rental car. Cost could be higher if you book air tickets with only minimal advance notice or around time of a holiday. Norfolk and Virginia Beach are resort cities and hotel prices may also rise at peak times. Low figures are for a local commuter with only meals and minimal travel expenses. We base the high figure upon a round trip air ticket from Seattle bought two weeks in advance (priced in autumn 2006), lodging at a mid-grade motel and a compact rental car.

Note 3: The cost shown here includes printed material such as business cards, invoices, brochures, marketing materials, etc., as well as the initial equipment, inventory and supplies needed to equip your franchise in accordance with our standards. This range is calculated on a per-Franchised Business basis.

Note 4: The vehicle we have approved is a Chrysler PT Cruiser (Dark Blue or Black in Color), however, other similar vehicles may be approved by us. No vehicle may be used without our approval. Vehicles must meet our specifications including body style, color and model years. We do not currently sell or lease vehicles. Our approved decals must also be installed on the vehicle. Your investment may vary depending upon your decision to use an existing vehicle, to lease a new or used vehicle, or to purchase a new vehicle. Painting or repairs that may be required for vehicle approval may require additional expense. This range also is calculated on a per-Franchised Business basis.

Note 5: We encourage you to operate your franchise from your home, if local zoning laws permit. If you think your home is not properly zoned or suitable for franchise operations, you may need to lease or purchase suitable facilities. We estimate you will need an office of 120 to 800 square feet to operate multiple franchise territories. The rent will likely vary from \$5 to \$18 per square foot depending on the size, condition and location of the facilities. If you purchase property for an office, the costs could be significantly higher. The figures represent a security deposit and one month's rent.

Note 6: Most people will have sufficient office furnishings and fixtures to conduct business from home. However, if you do not, you will need a desk, chairs, open filing system and a storage cabinet capable of being locked.

Note 7: You may have to make deposits for phone service and the like and in most communities have to secure a business license.

Note 8: These figures are estimates of your first quarter cost for insurance for one vehicle. We estimate an additional \$500 for each additional vehicle.

Note 9: For the first 12 weeks of operations, the total of the weekly advertising fee is \$3,300 per Franchised Business. Advertising fees are subject to change on 30-days notice to reflect changes in cost; however, the advertising fees cannot be increased more than 25% over the term of the Franchise Agreement.

Note 10: Additional funds are for purchasing miscellaneous supplies, lease costs, owner draws and similar items. We base this estimate on the five+ years of experience of operating and franchising a business of this type. This range is calculated on a per-Franchised Business basis.

Note 11: These figures are estimates of your initial expenses covering the first three months of operation, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skills, experience and business acumen; local economic conditions; the local market for our services; the prevailing wage rate; competition; and the sales level reached during the initial period. You should review these figures carefully with a business advisor before making any decision to purchase the franchise.

Note 12: If you sign an Area Development Agreement for 3 to 10 Franchised Businesses, you will incur the full cost of opening a minimum of 2 Franchised Businesses (\$118,300 to \$180,900) by the first opening date on the development schedule, plus the development fees for any additional franchises (\$18,000 to \$134,000). The range represents the lowest estimate for a 3-franchise area, and the highest estimate for a 10-franchise area. If you sign an Area Development Agreement for 6 or more Franchised Businesses, your initial costs will be higher because you will open a minimum of three Franchised Businesses.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

A. Restriction on Sources of Products and Services

1. Purchase From Designated Source.

Electronic Dispatch Service. We contract with a provider for dispatch service. We do not charge a fee for this service currently but we may elect to do so in the future, in which case you will be required to pay us or our designated vendor an advance monthly fee of up to \$50. (Franchise Agreement, Section 4.i.)

2. Franchisor Approval Required.

Advertising, Sales and Marketing. You must use our trade names, service marks and trademarks ("Marks") as we develop them. At this time, our Marks include "Geeks On Call®" and "1-800-905-GEEK™", as well as the other Marks listed in the table in Item 13 of this Offering Circular. You must obtain our written consent before using our Marks in any way. For example, you must obtain our approval prior to using our Marks in advertising, sales and marketing. You cannot use any marks which could be confused with our Marks. In the event that we replace, add to or modify our Marks, you agree to update or replace your signs, supplies, etc. to reflect the new marks, at your expense, in the timeframe we provide at the time of such change. We must approve all advertising, sales and marketing materials before you use such materials. You may purchase such materials from any vendor.

Products and Services. For the duration of your franchise, you are restricted from offering products or services other than the franchised products and services, unless you receive our prior written consent.

Site. You are not required to lease or use retail office space to operate the franchise.

Decals & Signs. You must display a decal on your vehicle that we have approved. If we designate an approved vendor, you must purchase the decals and signs from the approved vendor. If we do not designate an approved vendor, you may purchase decals and signs from any vendor, but we must pre-approve the decal or sign.

Salesperson/Technicians. If you desire to use your own salesperson(s) to procure new service agreement accounts, they must attend and successfully complete the Operations Training program we provide. All your technicians must attend and successfully complete the Operations Training program.

Service Agreements & Forms. We must approve all printed forms, and you must utilize our service agreement contract and service invoice forms.

Vehicle. You must own or lease a vehicle sufficient to operate the franchise. You must obtain our approval of your proposed vehicle before signing any leases or other agreements. Provided that we approve the vehicle of you propose to use, you may lease or purchase from any lessor or dealer which you determine to be appropriate.

Wireless Dispatching. You must own or lease equipment and subscribe to a wireless service provider that we approve.

3. Franchisor Specifications.

Equipment. You must purchase and maintain communications and computer systems, which meet our then current specifications. Specifications may include a particular brand or source of communications and computer products. We issue specifications to you. Our only present requirement for computer hardware is that you have an internet enabled computer, which can operate the most recent releases of Microsoft products.

Insurance. In addition to purchasing such insurance as is required by your state laws, you must obtain comprehensive general liability in the amount of at least \$1,000,000. Additional insurances may also be specified in the Operations Manual. You may purchase insurance from any vendor. You must name us as an additional insured on such policies.

Supplies. You must purchase office supplies, including those items listed as required in the Operations Manual. You may purchase supplies from any vendor. However, if the supplies use the Marks, you must send us a picture or other suitable visual illustration, and we will telephone or send you written approval, needs changes or disapproval within one to five business days.

B. Franchisor Approval Process

The Operations Manual details the specifications and approval process for products and services, which require our approval. We must approve all materials that use our trademarks and logos. Specifications for communications and computer equipment depend on the needs of the system requirements to provide support services and products to the customers. We establish specifications to obtain consistency in franchise services throughout our franchise system. We do not have a supplier approval or disapproval process or criteria, as you are free to use any supplier for equipment, supplies, parts and software, except your dispatch service devices. We have designated one approved supplier for our dispatch service. We approved this supplier because of quality, cost and ability to provide service to franchisees throughout the U.S. We charge no fees for a request of change. If a change is requested, we will notify you of our approval or disapproval within 180 days. Failure to respond constitutes disapproval. System-wide specifications and prices for approved products and services may change from year to year. We will advise you of these changes in advance to afford you the time to make necessary adjustments.

C. Franchisor and Affiliate Provided Products and Services

Computer Components, Software and Service Vendors. We may provide or recommend a source for computer components, software and service vendors, but you do not have to purchase from this supplier.

Equipment & Vehicles. We may specify an approved supplier of equipment and vehicles, but you do not have to purchase equipment or vehicles from this supplier.

Supplies. We may become a designated supplier or designate another approved supplier of supplies and, if we do make such a designation, you must purchase supplies from us or another designated supplier.

D. Revenue Derived from Products, Services

We do not currently, but we may receive revenue from third party suppliers and affiliates of equipment, vehicles, signage, supplies, services or products. To the extent that you elect to buy supplies from us, we may mark up the price of the product from a typically discounted price we receive to cover the costs of shipping, materials, labor, overhead and administration of the provision of supplies. For supplies and products purchased from us during the fiscal period from September 1, 2005 to August 31, 2006, we or our affiliates received \$92,021 representing 1% of our total revenue of \$ 8,043,292. We do not provide material benefits to you based on your use of a particular supplier.

E. Percentage of Total Purchases

We estimate that required initial purchases and leases from us will be less than 5% and required ongoing purchases and leases from us will be less than 5% of the total purchases and leases you will make in establishing and operating your Franchised Business.

F. Cooperatives

At this time, we do not have any purchasing or distribution cooperatives.

**ITEM 9
FRANCHISEE'S OBLIGATIONS**

THIS TABLE LISTS YOUR PRINCIPAL OBLIGATIONS UNDER THE FRANCHISE, AREA DEVELOPMENT AND OTHER AGREEMENTS. IT WILL HELP YOU FIND MORE DETAILED INFORMATION ABOUT YOUR OBLIGATIONS IN THESE AGREEMENTS AND IN OTHER ITEMS OF THIS OFFERING CIRCULAR.

Franchisee's Obligations	Section in Agreement	Item in Offering Circular
a. Site selection and acquisition/lease	Sections 3 & 5 of Franchise Agreement; Sections 1 & 3 of Area Development Agreement	8 & 11
b. Pre-opening purchases/leases	Sections 5 & 6 of Franchise Agreement; Sections 3 & 5 of Area Development Agreement	5, 7 & 8
c. Site development and other pre-opening requirements	Sections 5 & 6 of Franchise Agreement; Sections 3 & 5 of Area Development Agreement	8 & 11
d. Initial and ongoing training	Sections 5 & 6 of Franchise Agreement; Section 5 of Area Development Agreement	7 & 11
e. Opening	Section 6 of Franchise Agreement; Section 5 of Area Development Agreement	11
f. Fees	Section 4 of Franchise Agreement; Section 2 of Area Development Agreement	5 & 6
g. Compliance with standards and policies/Manual	Section 6 of Franchise Agreement; Sections 3 & 5 of Area Development Agreement	8 & 11
h. Trademarks and proprietary information	Sections 6, 9 & 10 of Franchise Agreement; Sections 5 and 8 of Area Development Agreement	13, 14, 16 & 17
i. Restrictions on products/services offered	Sections 5 & 6 of Franchise Agreement	8, 11 & 16
j. Warranty and customer service requirements	Section 6 of Franchise Agreement	16
k. Territorial development and sales quotas	Section 3 of Franchise Agreement; Sections 1 & 3 & Exhibit A of Area Development Agreement	12
l. Ongoing product/service purchases	Sections 5 & 6 of Franchise Agreement	8
m. Maintenance, appearance & remodeling requirements	Section 6 of Franchise Agreement	7
n. Insurance	Section 6 of Franchise Agreement	7 & 8
o. Advertising	Section 5 of Franchise Agreement	5, 6, 7, 8, 11 & 12
p. Indemnification	Sections 11 & 21 of Franchise Agreement; Sections 11 & 17 of Area Development Agreement	15
q. Owner's participation/management/staffing	Section 6 of Franchise Agreement	15
r. Records and reports	Section 7 of Franchise Agreement; Section 5 of Area Development Agreement	6
s. Inspections and Audits	Section 7 of Franchise Agreement	6
t. Transfer	Sections 12 & 13 of Franchise Agreement; Section 7 of Area Development Agreement	17
u. Renewal	Section 2 of Franchise Agreement	17
v. Post-termination obligations	Sections 9 & 10 of Franchise Agreement; Section 6 of Area Development Agreement	17
w. Non-competition covenants	Sections 9 & 10 of Franchise Agreement; Section 8 of Area Development Agreement	15, 16 & 17
x. Dispute resolution	Sections 10 & 15 of Franchise Agreement; Sections 6, 8 & 16 of Area Development Agreement	17

ITEM 10 FINANCING

Franchise Financing. We may, in our sole discretion, finance up to 50% of your Initial Franchise Fee if you are acquiring a single Unit Franchise. Whether we will extend financing and the amount of financing will vary depending on, among other factors, the availability of funds, your creditworthiness, the market conditions in your area, and your compliance with existing Franchise Agreements. The interest rate is typically 12%, but can vary depending on your creditworthiness, and our cost of funds. Financing must typically be repaid over one to seven years through monthly payments. We do not require a security interest. You or, in the case of an entity, your principals, must personally guarantee the debt. We may require your spouse to guarantee the debt. You may repay the financing without penalty. You waive the homestead and other available exemptions, presentment, demand, protest, notice of dishonor and all other notices. If you default on amounts owed, we can accelerate the obligation to pay the entire amount due, and seek our collection costs including attorney's fees from you, and terminate your Franchise Agreement. See Exhibit D-2. We do not directly or through affiliates have a program to offer financing to you for the purpose of establishing the Franchised Business other than financing up to 50 % of your Initial Franchise Fee.

Some of our franchisees have obtained financing through the U.S. Government's Micro Enterprise Loan Program, which may allow you to borrow up to \$35,000 from a development agency in your area that participates in the program administered by the U.S. Small Business Administration ("SBA"). We do not have a written agreement with any development agencies to provide financing, and we do not guarantee financing, except under exceptional circumstances. Our Franchise Agreements have been filed on the SBA's Franchise Registry which helps to expedite processing of SBA loans for prospective franchisees who qualify for and who wish to participate in SBA financing programs. To accommodate franchisees who obtain Micro Enterprise loans, we may defer principal (but not interest) payments on franchise fees we have financed until Micro Enterprise loans have been repaid. Under those circumstances, principal payments must be repaid within 24 months after the Micro Enterprise loan is repaid. We are not required to offer you financing of any kind.

We reserve the right to sell, assign or discount any Note or other obligation arising out of the Franchise Agreement to a third party. If we assign your Note, it will not affect our obligation to provide the services described in the Franchise Agreement, but the third party may be immune under the law to any defenses to payment you may have against us.

We do not guarantee any notes, leases or obligations related to your franchise. We do not receive payments from any person for the placement of financing, although in the future, we may accept referral fees. We do not require any security interests to be given to obtain financing.

ITEM 11 FRANCHISOR'S OBLIGATIONS

Except as listed below, we need not provide any assistance to you.

A. Before Opening

Franchise Agreement

Training. We provide a five-day Operations Training program in Norfolk, Virginia which addresses critical aspects of operating a 1-800-905-GEEK/Geeks On Call business. Please see the chart below for the course schedule. Operations Training is held during select weeks during the year. You and any Designated Manager must attend and successfully complete this training before operating a 1-800-905-GEEK/Geeks On Call franchise. We do not charge for this Operations Training, but you are responsible for any expenses you incur as a result of attending Operations Training, such as travel, lodging and entertainment. (Franchise Agreement, Section 5.a.).

Site. You are not required to lease or use retail office space to operate the franchise.

Operations Manual. We will loan you a copy of our Operations Manual to offer guidance in the operation of your Franchised Business. The manual presently has 157 pages and we may amend it at any time. See Table of Contents at Exhibit I.

Vehicle Approval. We provide guidance and advice regarding the selection of your vehicle utilized in your mobile business. You are responsible for choosing your vehicle, but if you sign a lease or purchase agreement before we have approved the vehicle, you risk the possibility that we will disapprove it for use in carrying on the franchise. The factors we consider in approving your vehicle include visibility of the services provided and consistency of appearance to achieve the image necessary to

maintain the integrity of the system. We intend to approve or disapprove vehicle selections within 10 business days of submission to us. If we do not approve your vehicle, you cannot open for business. (Franchise Agreement, Section 5.c.).

Sources. We will designate approved or recommended sources for decals, advertising materials, supplies, parts, communications equipment and software products. (Franchise Agreement, Section 5.d.).

The courses offered in our Operations Training program and the approximate number of hours devoted to each course are as follows:

Course	Instructional Materials	Hours/Days Classroom Training	Instructor
Introduction	Operations Manual	1 hour	Varies (Note 1)
Marketing Overview	Operations Manual	1 and 1/2 hours	Varies
Building a Business	Operations Manual	1 and 1/2 hours	Varies
Field Marketing	Operations Manual	6 hours	Varies
Forms	Operations Manual	1 hour	Varies
Technology	Operations Manual	1 hour	Varies
Customer Service	Operations Manual	2 hours	Varies
Service Invoice	Operations Manual	2 and 1/2 hours	Varies
Call Center Operations	Operations Manual	2 hours	Varies
Service Agreement	Operations Manual	2 and 1/2 hours	Varies
Accounting	Operations Manual	1 hour	Varies
Compliance	Operations Manual	1 hour	Varies
Workshops	Operations Manual	6 hours	Varies
Operations Manual	Operations Manual	1 hour	Varies

Note 1: Each topic is taught by a member of our Operations Department under the direction of Tim Johnson.

Area Development Agreement

The Area Development Agreement does not require us to provide any opening services to you.

B. After Opening

Franchise Agreement

Advertising, Sales, and Marketing. We raise fees related to marketing through the Initial Advertising Fees and ongoing advertising fees collected from our franchisees. See Item 6. Although we designate these fees for use in our advertising, sales and marketing activities, we do not maintain them in a separate fund. Rather, we spend them as we determine is most beneficial to promoting our Marks and System. We use advertising fees to develop, produce, distribute and/or conduct advertising programs, sales programs, marketing programs, public relations, and marketing research, and we also allocate funds to a share of our corporate overhead related to these activities. We may spend advertising fees on local, regional or national advertising as we deem appropriate. We produce advertising in-house and through advertising agencies. Advertising, sales, and marketing may include advertising to sell franchises. We plan to allocate from the income of any company-owned business an amount which is comparable to what franchisees pay us. However, the Franchise Agreement does not require us to do so.

You may only use advertising material we have prescribed or approved, and you may only distribute it to people or businesses located in your Territory. All advertising must carry the 1-800-905-GEEK™ toll-free phone number and our headquarters address and must comply with our branding standards. All uses of our Marks require our approval in advance of use.

We do not guarantee that you will benefit directly from any advertising or marketing. We also do not ensure that any advertising, sales and marketing fee you pay in your geographic area will be proportionate or equivalent to the contributions made by other franchisees in that geographic area. (Franchise Agreement, Section 5.e.). The advertising, sales and marketing fees will be spent in a way, which in our judgment, benefits the franchise system. Advertising expenditures are not audited other than as

part of the Company's annual audit of its financial statements, and, consequently, separate financial statements for advertising, sales and marketing are not available to you. You will not receive a periodic accounting of how we spend the advertising fees we collect. However, upon the completion of the Company's annual audit you may obtain an accounting of advertising expenditures by sending a written request to the attention of our Accounting Department.

From September 1, 2005 through August 31, 2006, we spent the following amounts on advertising.

	<u>Dollar Amount</u>	<u>Percent</u>
Production	\$ 142,569	3%
Media Placement*	\$ 4,085,589	86%
Administrative Expenses	\$ 217,509	4%
Telemarketing	\$ 31,184	1%
Other (Promotional Items, Printing)	\$ 276,564	6%
Total	\$ 4,753,415	100%

* Includes advertising to sell franchises in the amount of \$448,852.

The advertising fees are neither held in a "trust" nor in a separate, segregated fund, and we do not hold them as a fiduciary or in a similar special relationship. We may spend advertising fees we collect using the same discretion we use in the expenditure of royalty fees.

We do not have the power to require the formation, change, dissolution or merger of any advertising cooperatives.

You must use trade names, service marks and trademarks ("Marks") as we develop them. At this time, our Marks include "Geeks On Call®" and "1-800-905-GEEK™". You must obtain our written consent before using our Marks in any way. For example, you must obtain our approval prior to using our Marks in advertising, sales and marketing. You cannot use any marks, which could be confused with our Marks. In the event that we replace, add to or modify our Marks, you agree to update or replace your signs, supplies, etc. to reflect the new marks, at your expense, in the time frame we provide at the time of such change. We must approve all advertising, sales and marketing materials before you use such materials. You may purchase such materials from any vendor.

Billing. We own all accounts which you service. However, you have the right to handle all billing and collections of monies due on such accounts.

Technical Support. We will provide telephone and/or internet support for your questions regarding technical questions during normal business hours. (Franchise Agreement, Section 5.g.).

Operational Support. We will advise you in the budgeting for and operation of your franchise. (Franchise Agreement, Section 5.h.).

Advanced Training/Regional Meetings. We may provide and require your attendance at a one to two day advanced training for experienced franchisees. We may hold this training at various sites which we select across the country. The agenda for advanced training varies but often focuses on improving business skills in order to increase profitability. We do not charge for this training, but you are responsible for all travel, lodging and other expenses you incur to attend. (Franchise Agreement, Section 5.i.).

Customer Dispatch Center. We will provide a call center operation for accepting customer request for services and products. (Franchise Agreement, Section 5.j.).

Group Discounts. From time to time we may provide you with the opportunity to participate in group purchasing programs which offer group discounts. The discounts and terms for any such opportunities will vary. (Franchise Agreement, Section 5.k.).

Area Development Agreement

The Area Development Agreement does not require us to provide any continuing services to you.

C. Computer & Communications Requirements

Communications & Computer Equipment. You must purchase and maintain a computer system (computer, printer, modem, fax etc.) which meets our then current specifications. Specifications may change from year to year, and you will be required to upgrade your communications and computer system to maintain compliance with our current specifications. Current specifications are as follows:

Communications: You may use a wide variety of communication devices that meet the following minimum requirements. A cellular phone that includes WAP capabilities from any of the major nationwide cellular service providers. You may also elect to carry a Pocket PC (PPC). We currently support only PPCs that are running the Microsoft Pocket PC operating system. We do not currently support Blackberry, or Palm O/S. In the future you may be required to carry a PPC device as part of our standard operating equipment requirements.

Computer System: Any computer capable of operating the most recent release of Microsoft products and internet enabled.

Software. We will provide or recommend a source for application software.

Wireless Dispatching. You must own or lease equipment and subscribe to a wireless service provider that we approve.

Independent Access to Data. Although we do not presently have independent access to the business information and data collected and generated by your software programs, we intend to have such capability in the future.

Internet. We may also require e-mail and Internet connection set-up through an approved provider, but we do not yet have specifications as to this service.

D. Length of Time Before Opening.

We anticipate that franchisees will typically open their business 30 to 90 days after they sign a Franchise Agreement. The factors that affect this time are whether you hold the minimum certification (from CompTia) required for starting a new computer solutions business, the time and ability to obtain a required certification, the time to obtain an approved vehicle, computers components, decals, supplies, advertising materials and how soon you come to Operations Training after signing your Franchise Agreement.

If you sign an Area Development Agreement, you must open a minimum of two Franchised Businesses by the first opening date on the development schedule.

ITEM 12 TERRITORY

Franchise Agreement

Because our System is designed to provide the most efficient possible service to our customers, the "territorial rights" granted by our franchise are neither "exclusive" nor typical of other franchises. You will receive a primary geographic area of responsibility ("Territory") within which you will be primarily responsible for providing service to customers located within that geographic area. You may solicit service agreements from small businesses located in the Territory using materials we have prescribed or approved, and you may direct other targeted approved advertising to residents of the Territory using materials we have prescribed or approved. But you may not use any solicitations which are expected to be received outside your Territory. We alone will direct and provide advertising directed to multiple Territories.

Our customer service program relies upon our dispatcher services to direct available 1-800-905-GEEK/Geeks On Call technicians to respond to customer calls. Although that normally results in calls being assigned to franchisees in whose Territory the customer is located, if a franchisee is busy servicing another customer or is otherwise incapacitated, a neighboring franchisee may be directed to service the customer. You are not entitled to any compensation from us or from another franchisee who responds to a service call in your Territory.

The location and size of your territory granted to you in Schedule A will be mutually agreed upon by you and us before the Franchise Agreement is signed. Any change will require our prior written consent. The franchise territory granted to you in Schedule A of your Franchise Agreement (the "Territory") is your primary geographic area of responsibility, subject to the exceptions described above and in the Franchise Agreement. The minimum geographic area granted in a Territory will typically be a Zip Code which will encompass an area of approximately 500-1,000 business locations and a population of approximately 25,000-50,000 residents. Zip codes in some "downtown" business districts may have substantially more than 2,000 business

locations. Military and other government facilities are excluded from all franchised territories. No other franchisee may solicit customers in your Territory. We may sell any other Territory to other franchisees or locate corporate owned mobile businesses in such territories.

We may grant franchises in other lines of business in your Territory. In addition, we own and operate a telephone-based, computer services business known as Telephone Technical Support ("TTS") offering telephone-based computer technical support to customers throughout the United States. The Company began the TTS service in November, 2006. Although there are no plans to do so, we may in the future establish another channel of distribution other than through a mobile, or telephone based, business, which provides goods and/or services similar to those provided by 1-800-905-GEEK/Geeks On Call franchisees.

We reserve all rights to the use and appearance of our Marks on the Internet.

Within your Territory, you may offer services to any individual or business based on the criteria in our Operations Manual. Continuation of your rights to be a franchisee does not depend upon your achievement of a certain sales volume, market penetration or other similar contingency. We may not alter your Territory without your consent.

National/Regional Accounts. If we or another franchisee enter into an on-site service agreement with sites in your Territory for which you provide service, you must pay us or the franchisee 10% on collected monies from these agreements for their term and during any future renewal periods. Neither we nor another franchisee may commit you to a national or regional account contract without your approval. If we collect payments from the customer, we will remit 90% of the amount collected to you, less royalty and advertising fees you owe on that bill.

Area Development Agreement

If you sign an Area Development Agreement, we will agree on a Development Area and a Development Schedule. The Development Schedule will identify the number of franchises to be developed and the minimum development rate. If you sign an Area Development Agreement we will grant you the development rights of the Development Area for the length of the Development Schedule so long as you meet all requirements of the Development Schedule.

If you fail to satisfy the Development Schedule, we may terminate your future development rights within the Development Area. However, termination of your Area Development Agreement will not effect a termination of Franchise Agreements you have already signed.

**ITEM 13
TRADEMARKS**

In our Franchise Agreement, we grant you the right and license to operate as a 1-800-905-GEEK/Geeks on Call Franchisee using certain Marks we own, including the following registrations and applications on the Principal Register of the U.S. Patent and Trademark office:

<u>Trademark</u>	<u>Status</u>	<u>Serial/Registration Number</u>	<u>Filing/Registration Date</u>
Geeks on Call (stylized)	Registered	2,479,548	8/21/01
GEEKBUCKS	Notice of Publication filed 9/20/06	78/596,637	
GEEKBUCKS	Registered	3,148,827	9/26/06
GEEKS ON CALL	Registered	3,013,311	11/08/05
GEEKS ON CALL design	Registered	3,013,421	09/18/06

SAME DAY ON-SITE COMPUTER SERVICES ... OR IT'S FREE! (& design)	Registered	3,074,982	03/28/06
KIDS CLUB - word mark	Response to Office Action filed 12/1/06	78/761,430	11/28/05
KIDS CLUB – stylized mark	Response to Office Action filed 12/1/06	76/654,026	01/23/06
BARTLESBY - character mark	Response to Office Action filed 12/1/06	76/654,025	01/23/06
1-800-905-GEEK	To be applied for		

We use these Marks to identify the products and services to be offered in this franchise. There are presently no effective determinations by the United States Patent and Trademark Office, Trademark Trial and Appeals Board, any state trademark administrator or any court, any pending infringement, opposition or cancellation proceeding or any pending material litigation involving our Marks, or any other commercial symbol, which are relevant to their use anywhere in the country. We know of no infringement use that could materially affect our right to license or your right to use the Marks. In addition, there are no agreements that limit our right to use or license their use of any Mark that is material to our franchise.

We do not have certain presumptive legal rights granted by a registration for the Marks that are not yet registered on the Principal Register. However, we have common law rights in and to these marks as against any subsequent users in any area in which the marks are used in commerce, acquired as a result of our continuous, exclusive and extensive use and advertising. The Marks are not registered in any state.

We are not obligated to but intend to protect your right to use our Marks. We are not obligated to protect the franchisee against claims of infringement or unfair competition arising out of the franchisee's use of our Marks. We do not know of either superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

Pursuant to the Franchise Agreement, you have a limited license to use our Marks in connection with this computer support services franchise. You must use the Marks in accordance with the Franchise Agreement and in accordance with the Operations Manual. You may not use the Marks, or any marks likely to be confused with these Marks, as part of your company name. You may not use the Marks, or any marks likely to be confused with these Marks, other than to offer the products and services specifically described in the Franchise Agreement. You must obtain our approval in advance for all uses of the Marks, including use on a web page.

You must notify us promptly in writing if you learn of any infringing use of our Marks. We alone will decide whether to begin legal action against an infringer and will control all the litigation. We may require your cooperation in prosecuting an infringement action without having to compensate you.

If you learn that someone is going to sue you or us for trademark infringement or if you are named in an action claiming that you or we have infringed a trademark, you must notify us by phone immediately and send written confirmation within 24 hours.

If we develop new marks or modify existing Marks, you must adopt and use the new marks as we describe in the time period we provide at the time of the change. Any expenses you incur as a result of adopting and using such marks are your responsibility.

The Marks in the table above and any other marks we develop are our sole property and you acquire no rights to these Marks by means of a Franchise Agreement or by means of using the Marks. When your Franchise Agreement expires, is terminated or is transferred, you retain no goodwill from the Marks. All goodwill associated with the Marks is ours. You may not contest our rights in the Marks.

**ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

You do not receive the right to use an item covered by patent or copyright, but you can use the proprietary information in our Operations Manual. Operating methods and business procedures are considered our proprietary trade secrets. At this time, we do not hold any patents. We claim a copyright in our Operations Manual, marketing and advertising materials and other printed material although we have not presently filed a registration of those copyrights.

**ITEM 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

You must provide franchise services under your direct supervision and control and/or under the direct supervision and control of a full time general manager we have approved, and not later disapproved. We will not approve a general manager before his successful completion of our Operations Training. The general manager must have a computer services background, but need not have any equity interest in the Franchised Business.

You must comply with all federal, state and local laws and regulations. You must secure all necessary permits, certificates, licenses and consents to operate your Franchised Business.

You and anyone in your employ must use best efforts to promote the Franchised Business.

You and anyone in your employ or affiliated with you with knowledge and/or training in the System are subject to a covenant not to compete and certain confidentiality requirements.

**ITEM 16
RESTRICTIONS ON PRODUCTS AND SERVICES SOLD**

Products and Services. For the duration of your franchise, you are restricted from offering products or services other than the franchise services, unless you receive our prior written consent. You must offer all the services we prescribe in the Operations Manual, and those services are subject to change. We may change the types of authorized products and services in response to legal, technological or competitive changes. You must operate according to the Operations Manual.

Customer Service. You must honor our customer service policies as stated in the Franchise Agreement and the Operations Manual.

Software. You must use the computer software that we provide or recommend.

Competing Business. For the duration of your franchise you may not have any interest in any other competing business, unless you receive our prior written consent. For two years after you cease operating a Franchised Business, whether by sale, assignment, termination or expiration, you may not have any interest in any business that is the same as or similar to the Franchised Business, within 10 miles of any other franchised Territory in operation as of the date you cease to operate your Franchised Business.

After you cease operating your Franchised Business, you may be employed to provide computer support services to an employer, but only for computers used in the employer's own business.

Confidential Information and Trade Secrets. Our Operations Manual, operating systems, methods and know-how and our customer information are confidential information and are trade secrets. You may not use or communicate, directly or indirectly, or otherwise disclose our confidential information or trade secrets during or after the expiration, termination, transfer or other disposition of your franchise.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists important provisions of the Franchise, Area Development and related agreements. You should read these provisions in the agreements attached to this Offering Circular.

Provision	Section in Agreement	Summary
a. Term of the franchise	Section 2 of Franchise Agreement; Section 4 of Area Development Agreement	Term is 10 years.
b. Renewal or extension of the term	Section 2 of Franchise Agreement	Can be renewed for successive 10 year terms if you are not in default of any provision of your Franchise Agreement.
c. Requirements for you to renew or extend	Section 2 of Franchise Agreement	There is no fee for renewal, but you must sign a general release of all claims against us. If you wish to renew you must notify us in writing at least 180 days before the expiration of the Agreement.
d. Termination by you	Section 8 of Franchise Agreement	You may terminate by not renewing.
e. Termination by us without cause	None	
f. Termination by us with cause	Section 8 of Franchise Agreement; Section 6 of Area Development Agreement	We can terminate only if you default.
g. "Cause" defined – defaults which can be cured	Section 8(c) of Franchise Agreement; Section 6 of Area Development Agreement	Fail to submit or submit false reports; past due debts to us; breach of the Operations Manual, any other agreement or any other term or condition of the Franchise Agreement, except those grounds providing for immediate termination.
h. "Cause" defined – defaults which cannot be cured	Section 8(b) of Franchise Agreement; Section 6 of Area Development Agreement	Insolvency; unsatisfied judgment; violation of law; you fail to open within 90 days of the Effective Date of Franchise Agreement or subsequently abandon the business, marketing outside your Territory; you fail to use specified systems, you fail to obtain or lose required certifications; you fail to report work orders as outlined in the operations manual; three or more breaches within 12 months.
i. Your obligations on termination/renewal	Section 9 of Franchise Agreement; Sections 6 & 8 of Area Development Agreement	Remove all signs; stop using our marks; pay us all amounts owing to us; transfer all telephone numbers and ads used in the Franchised Business to us; give us all copies of your customer lists and files; return the Manual, and adhere to the covenant not to compete in the Franchise Agreement.
j. Assignment of contract by us	Section 13 of Franchise Agreement; Section 7 of Area Development Agreement	We may assign to a successor in interest who remains bound by terms of agreement.
k. "Transfer by you" – definition	Section 13 of Franchise Agreement; Section 7 of Area Development Agreement	Includes transfer of contract or identity of owners changing.
l. Our approval of transfer by you	Section 13 of Franchise Agreement; Section 7 of Area Development Agreement	We must approve transfer based on our then current qualifications.

Provision	Section in Agreement	Summary
m. Conditions for our approval of transfer	Sections 13.b., f., g., h., i. & j. of Franchise Agreement; Section 7 of Area Development Agreement	You must be in compliance with Franchise Agreement, pay transfer fees, we must approve of transferee, transferee must sign an Amendment to Franchise Agreement or a new Franchise Agreement if we request, we have right of first refusal and transferee must attend and successfully complete Operations Training.
n. Our right to first refusal to acquire your business	Section 13.c. of Franchise Agreement; Section 7 of Area Development Agreement	We can match any offer for your business.
o. Our option to purchase your business	None	None
p. Your death or disability	Section 12 of Franchise Agreement	We may operate your franchise or assign another franchisee to service your customers. Your estate must Transfer your interest to a qualified franchisee within 180 days.
q. Non-competition covenants during the term of the franchise	Section 10 of Franchise Agreement; Section 8 of Area Development Agreement	No competition allowed.
r. Non-competition covenants after the franchise is terminated or expires	Sections 9 & 10 of Franchise Agreement; Section 8 of Area Development Agreement	No competition for 2 years within Territory or within the greater of 10 miles from your Territory or within any adjacent Territory.
s. Modification of the agreement	Section 16 of Franchise Agreement; Section 13 of Area Development Agreement	No modifications except to Operations Manual. Revisions to the Operations Manual will not unreasonably affect your obligations, including economic requirements, under the Franchise Agreement.
t. Integration/merger clause	Section 19 of Franchise Agreement; Section 9 of Area Development Agreement	Only the terms in the Franchise Agreement are binding (subject to state law).
u. Dispute resolution by arbitration	None	None
v. Choice of forum	Section 15 of Franchise Agreement; Section 16 of Area Development Agreement	All suits must be tried in Virginia.
w. Choice of Law	Section 15 of Franchise Agreement; Section 16 of Area Development Agreement	Virginia law governs.

These states have statutes that may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807), CALIFORNIA [Bus. & Prof. Code Sections 20000-20043), CONNECTICUT [Gen. Stat. Section 42-133e et seq.), DELAWARE [Code Section 2551-2556), HAWAII [Rev. Stat. Section 482E-1), ILLINOIS [815 ILCS 705/1- 705/44), INDIANA [Stat. Section 23-2-2.7), IOWA [Code Sections 523H.1-523H.17), MICHIGAN [Stat. Section 19.854(27)), MINNESOTA [stat. Section 80C.14), MISSISSIPPI [Code Section 75-24-51), MISSOURI [Stat. Section 407.400), NEBRASKA [Rev. Stat. Section 87-401), NEW JERSEY [Stat. Section 56:10-1), NORTH DAKOTA [N.D. Cent. Code Sections 51-19 et seq.]; SOUTH DAKOTA [Codified Laws Section 37-5A-51), VIRGINIA [Code 13.1-557-574-13.1-564), WASHINGTON [Code Section 19.100.180), WISCONSIN [Stat. Section 135.03). These and other states may have court decisions that may supersede the Franchise Agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

**ITEM 18
PUBLIC FIGURES**

We do not use any public figures to promote our franchises at this time.

**ITEM 19
EARNINGS**

We do not furnish or authorize our agents or employees to furnish any oral or written information concerning your actual or potential sales, costs, income or profits as a 1-800-905-GEEK/Geeks On Call Franchisee. Actual results vary among our franchisees and we cannot estimate the results of any particular Franchised Business.

**ITEM 20
LIST OF FRANCHISED BUSINESSES**

As of August 31, 2006, our franchisees operated a total of 297 territories. Our list of operational franchise outlets as of August 31, 2006 is in Exhibit G. As of August 31, 2006, 65 franchises had been terminated, canceled or not renewed or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or had not communicated with us within 10 weeks of the application date.

**FRANCHISED BUSINESS STATUS SUMMARY
FOR YEARS 2006/2005/2004
(AS OF 8/31/06)**

State	Transfers	Cancelled or Terminated	Not Renewed	Reacquired By Franchisor	Left the System – Other	Total from Left Columns	Franchised Businesses Operating at Year End ¹
Arizona	0/0/0	10/0/0	0/0/0	0/0/0	0/0/0	10/0/0	12/9/0
California	2/0/0	19/0/0	0/0/0	0/0/0	0/0/0	21/0/0	22/18/0
Colorado	0/0/0	0/0/1	0/0/0	0/0/0	0/0/0	0/0/1	18/16/11
Connecticut	1/1/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/0	7/7/0
District of Columbia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	6/6/4
Delaware	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	1/1/0
Florida	0/0/0	0/0/2	0/0/0	0/0/0	0/0/0	0/0/2	23/21/18
Georgia	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	4/3/1
Idaho	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	3/0/0
Illinois	4/0/0	0/0/0	0/0/0	0/0/0	0/0/0	4/0/0	17/17/8
Iowa	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/0/0
Kansas	0/0/1	2/0/1	0/0/0	0/0/0	0/0/0	2/0/2	0/0/0
Kentucky	0/0/0	1/0/0	0/0/0	0/0/0	0/0/0	1/0/0	0/0/0
Maryland	0/0/3	2/0/2	0/0/0	0/0/0	0/0/0	2/0/5	40/41/33
Massachusetts	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	3/3/0

State	Transfers	Cancelled or Terminated	Not Renewed	Reacquired By Franchisor	Left the System – Other	Total from Left Columns	Franchised Businesses Operating at Year End ¹
Missouri	0/0/0	3/0/0	0/0/0	0/0/0	0/0/0	3/0/0	6/7/1
Nevada	0/0/0	2/2/0	0/0/0	0/0/0	0/0/0	2/2/0	0/0/2
New Hampshire	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	2/1/0
New Jersey	0/0/0	1/1/0	0/0/0	0/0/0	0/0/0	1/1/0	11/9/0
New York	0/0/0	2/0/0	0/0/0	0/0/0	0/0/0	2/0/0	10/9/0
North Carolina	0/0/0	0/1/0	0/0/0	0/0/0	0/0/0	0/1/0	13/13/14
Ohio	0/0/0	3/0/0	0/0/0	0/0/0	0/0/0	3/0/0	0/2/0
Oregon	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	5/0/0
Pennsylvania	4/0/0	0/0/0	0/0/0	0/0/0	0/0/0	4/0/0	9/11/7
South Carolina	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	0/0/0	5/3/0
Texas	1/1/3	1/2/3	0/0/0	0/0/0	0/0/0	2/3/6	32/34/23
Virginia	0/2/3	0/0/0	0/0/0	0/0/0	0/0/0	0/2/3	42/41/33
Washington	0/0/0	7/0/0	0/0/0	0/0/0	0/0/0	7/0/0	0/3/0
TOTALS	12/4/10	53/6/9	0/0/0	0/0/0	0/0/0	65/10/19	297/281/159⁽¹⁾

¹ All numbers are as of August 31 for 2006, 2005 and 2004.

The names, addresses and telephone numbers of each franchisee who has had a franchise terminated or reacquired by us are also in Exhibit G.

**STATUS OF COMPANY OWNED BUSINESSES
FOR YEARS 2006/2005/2004
(AS OF 8/31/06)**

State	Businesses Closed During Year	Businesses Opened During Year	Total Businesses Operating At Year End
Virginia	0/0/0	0/0/0	0/0/0
All Other Sates	0/0/0	0/0/0	0/0/0
TOTALS	0/0/0	0/0/0	0/0/0

**PROJECTED OPENINGS
(AS OF 8/31/06)**

State	Franchise Agreements Signed But Business Not Open	Projected Franchised New Businesses in the Next Fiscal Year	Projected Company Openings in the Next Fiscal Year
Alabama	0	0	0
Alaska	0	0	0
Arizona	0	0	5
Arkansas	0	0	0
California	13	20	18
Colorado	2	4	2
Connecticut	2	4	2
Delaware	0	2	2
District of Columbia	0	0	0
Florida	0	8	6
Georgia	1	6	3
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	8	7
Indiana	0	0	0
Iowa	1	0	0
Kansas	0	0	0
Kentucky	0	0	0
Louisiana	0	0	0
Maine	0	0	0
Maryland	3	2	2
Massachusetts	0	6	5
Michigan	0	0	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	1	0	0

State	Franchise Agreements Signed But Business Not Open	Projected Franchised New Businesses in the Next Fiscal Year	Projected Company Openings in the Next Fiscal Year
Montana	0	0	0
North Carolina	0	6	5
North Dakota	0	0	0
Nebraska	0	0	0
Nevada	0	0	0
New Hampshire	3	0	0
New Jersey	3	4	4
New Mexico	0	0	0
New York	5	21	12
Ohio	1	3	0
Oklahoma	0	0	0
Oregon	0	4	2
Pennsylvania	0	8	4
Rhode Island	0	0	0
South Carolina	0	2	2
South Dakota	0	0	0
Tennessee	0	0	0
Texas	0	6	4
Utah	0	6	2
Vermont	0	0	0
Virginia	0	2	2
Washington	4	4	2
West Virginia	0	0	0
Wyoming	0	0	0
TOTALS	39	120	86

**ITEM 21
FINANCIAL STATEMENTS**

Exhibit H contains Geeks On Call America, Inc. audited financial statements as of August 31, 2006, August 31, 2005 and August 31, 2004.

**ITEM 22
CONTRACTS**

Franchise Agreement - Exhibit B

Area Development Agreement - Exhibit C

Direct Debit Agreement - Exhibit D-1

Promissory Note - Exhibit D-2

General Release – Exhibit D-3

**ITEM 23
RECEIPTS**

Exhibit K contains a Receipt of Completed Franchise Agreement. Exhibit L contains a Receipt of our Offering Circular.