

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF CALIFORNIA**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), a Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**CALIFORNIA LAW MODIFICATIONS**

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including the California Franchise Investment Law, CAL. BUS. & PROF. CODE Section 31000 *et seq.*, and the California Franchise Relations Act, CAL. BUS. & PROF. CODE Section 20000 *et seq.* To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning non-renewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws will control.

b. If the Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.

c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.

d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.

e. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of California, the requirement may be unenforceable under California law.

f. If the Agreement requires that it be governed by a state's law, other than the State of California, such requirement may be unenforceable.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF ILLINOIS**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), a Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**ILLINOIS LAW MODIFICATIONS**

1. The Illinois Attorney General's Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Franchise Disclosure Act of 1987, Ill. Rev. Stat. ch. 815 para. 705/1 - 705/44 (1994). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to You concerning non-renewal and termination of this Agreement. If this Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. Any release of claims or acknowledgment of fact contained in Sections 18(f), 18(g), 18(h), 18(k) and 19 of the Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, shall be void and are hereby deleted with respect to claims under the Act.

c. If this Agreement requires litigation to be conducted in a forum other than the State of Illinois, the requirement is void under the Illinois Franchise Disclosure Act.

d. If this Agreement requires that it be governed by a state's law, other than the State of Illinois, to the extent that such law conflicts with the Illinois Franchise Disclosure Act, the Act will control.

e. Notwithstanding anything to the contrary within the Franchise Agreement, in accordance with Section 15 of the Illinois Franchise Disclosure Act and Section 200.508 of the Rules, payment of the franchise fee checked in Attachment 2 to the Franchise Agreement will be placed in Snelling's escrow account with Wells Fargo Bank, N.A. (the "Bank") in accordance with the terms of that certain Escrow Agreement dated May 9, 2005, between Snelling and Bank (attached in the form of Exhibit A, attached hereto and made a part hereof) until such time as the pre-opening training obligations identified in subsection 6(c) of the Franchise Agreement have been completed, and the Location has been operational for a minimum of 90 days following the Scheduled Opening Date herein, at which time the funds will be released to Snelling upon the Bank's receipt of the Illinois Administrator's written notice.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF INDIANA**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), a Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**INDIANA LAW MODIFICATIONS**

1. The Indiana Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with Indiana law, including the Indiana Franchises Act, Ind. Code Ann. §§ 1 - 51 (1994) and the Indiana Deceptive Franchise Practices Act, Ind. Code Ann. § 23-2-2.7 (1985). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Indiana Deceptive Franchise Practices Act provides rights to You concerning non-renewal and termination of the Agreement. To the extent the Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the act, or a rule or order under the Act, such release shall exclude claims arising under the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, and such acknowledgments shall be void with respect to claims under the Acts.

c. If the Agreement contains covenants not to compete upon expiration or termination of the Agreement that are inconsistent with the Indiana Deceptive Franchise Practices Act, the requirements of the Act will control.

d. The Indiana Deceptive Franchise Practices Act provides that substantial modification of the Agreement by Snelling requires written consent of the Franchisee. If the Agreement contains provisions that are inconsistent with this requirement, the Act will control.

e. If the Agreement requires litigation to be conducted in a forum other than the State of Indiana, the requirement may be unenforceable as a limitation on litigation under the Indiana Deceptive Franchise Practices Act § 23-2-2.7(10).

f. If the Agreement requires that it be governed by a state's law, other than the State of Indiana, to the extent that such law conflicts with the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, the Acts will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Indiana Deceptive Franchise Practices Act and the Indiana Franchises Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF MARYLAND**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement and all Amendments, Riders, Attachments and Ancillary Agreements thereto (collectively the "Franchise Agreement") between Snelling Services, LLC ("Snelling"), Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**MARYLAND LAW MODIFICATIONS**

1. The Maryland Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Maryland law, including the Maryland Franchise Registration and Disclosure Law, MD CODE ANN., BUS. REG. §§ 14-201 to 14-233 (2004 Repl. Vol.). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in this Agreement to assent to any release, estoppel or waiver of liability as a condition of purchasing the franchise, such representations and acknowledgements are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

b. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal of the Agreement, or the sale, and/or assignment/transfer of the franchise business, shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

c. If this Agreement requires litigation to be conducted in a forum other than the State of Maryland, the requirement shall not be interpreted to limit any rights Franchisee may have under Sec. 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law to bring suit in the state of Maryland:

d. Provisions within the Agreement that provide for termination upon the bankruptcy of the Franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

e. Any limitation of claims provisions within the Agreement shall not act to reduce the 3 year statute of limitations afforded Franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Therefore, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years following the Effective Date.

f. Notwithstanding anything to the contrary within the Franchise Agreement, pursuant to the Maryland Franchise Registration and Disclosure Law, Title 14, Subtitle 2, Business Regulation Article, Annotated Code of Maryland (2004 Repl. Vol.), payment of the franchise fee checked in Attachment 2 to the Franchise Agreement will be placed in Snelling's escrow account with The Annapolis Banking And Trust Company, a Maryland bank, with an office located at 236 Main Street, Annapolis, Maryland 21401 (the "Bank"), in accordance with the terms of that certain Escrow Agreement dated September 27, 2005, between Snelling and Bank (attached in the form of Exhibit A, attached hereto and made a part hereof) until such time as the pre-opening training obligations identified in subsection 6(c) of the Franchise Agreement have been completed, and the Location has been operational for a minimum of 90 days following the Scheduled Opening Date herein, at which time the funds will be released to Snelling upon the Bank's receipt of the Maryland Administrator's written notice.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____



**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF MINNESOTA**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**MINNESOTA LAW MODIFICATIONS**

1. The Commissioner of Commerce for the State of Minnesota requires that certain provisions contained in franchise documents be amended to be consistent with Minnesota Franchise Act, Minn. Stat. Section 80.01 et seq., and of the Rules and Regulations promulgated under the Act (collectively the "Franchise Act"). To the extent that the Agreement and Offering Circular contain provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Minnesota Department of Commerce requires that Snelling indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the Franchisee's use of the Proprietary Marks infringes trademark rights of the third party. Snelling does not indemnify against the consequences of Franchisee's use of the Proprietary Marks except in accordance with the requirements of the Agreement, and, as a condition to indemnification, Franchisee must provide notice to Snelling of any such claim within ten (10) days after the earlier of (i) actual notice of the claim or (ii) receipt of written notice of the claim, and must therein tender the defense of the claim to Snelling. If NEWT accepts the tender of defense, Snelling has the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

b. Franchise Act, Sec. 80C.14, Subd. 4., requires, incept in certain specified cases, that a franchisee be given written notice of a franchisor's intention not to renew 180 days prior to expiration of the franchise and that the franchisee be given sufficient opportunity to operate the franchise in order to enable the franchisee the opportunity to recover the fair market value of the franchise as a going concern. If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

c. Franchise Act, Sec. 80C.14, Subd. 3., requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure). If the Agreement contains a provision that is inconsistent with the Franchise Act, the provisions of the Agreement shall be superseded by the Act's requirements and shall have no force or effect.

d. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Franchise Act, such release shall exclude claims arising under the Franchise Act, and such acknowledgments shall be void with respect to claims under the Act.

e. If the Agreement requires that it be governed by a state's law, other than the State of Minnesota or arbitration or mediation, those provisions shall not in any way abrogate or reduce any rights of the Franchisee as provided for in the Franchise Act, including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. If the Agreement requires payment of liquidated damages that is inconsistent with Minn. Rule 2860.400J, the liquidated damage clause may be unenforceable.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Minnesota law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF NEW YORK**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**NEW YORK LAW MODIFICATIONS**

1. The New York Department of Law requires that certain provisions contained in franchise documents be amended to be consistent with New York law, including the General Business Law, Article 33, Sections 680 through 695 (1989). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the General Business Law, regulation, rule or order under the Law, such release shall exclude claims arising under the New York General Business Law, Article 33, Section 680 through 695 and the regulations promulgated thereunder, and such acknowledgments shall be void. It is the intent of this provision that non-waiver provisions of Sections 687.4 and 687.5 of the General Business Law be satisfied.

b. If the Agreement requires that it be governed by a state's law, other than the State of New York, the choice of law provision shall not be considered to waive any rights conferred upon the Franchisee under the New York General Business Law, Article 33, Sections 680 through 695.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the New York General Business Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>
_____	_____ %
_____	_____ %

**PRINCIPAL OWNERS**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF NORTH DAKOTA**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**NORTH DAKOTA LAW MODIFICATIONS**

1. The North Dakota Securities Commissioner requires that certain provisions contained in franchise documents be amended to be consistent with North Dakota law, including the North Dakota Franchise Investment Law, North Dakota Century Code Annotated Chapter 51-19, Sections 51-19-01 through 51-19-17 (1993). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in the Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the North Dakota Franchise Investment Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete during the term of and upon termination or expiration of the Agreement are enforceable only under certain conditions according to North Dakota law. If the Agreement contains a covenant not to compete which is inconsistent with North Dakota Law, the covenant may be unenforceable.

c. If the Agreement requires litigation to be conducted in a forum other than the State of North Dakota, the requirement is void with respect to claims under the North Dakota Franchise Investment Law.

d. If the Agreement requires that it be governed by a state's law, other than the State of North Dakota, to the extent that such law conflicts with the North Dakota Franchise Investment Law, the North Dakota Franchise Investment Law will control.

e. If the Agreement requires arbitration or mediation to be conducted in a forum other than the State of North Dakota, the requirement may be unenforceable under the North Dakota Franchise Investment Law. Arbitration or mediation involving a franchise purchased in the State of North Dakota must be held either in a location mutually agreed upon prior to the arbitration/mediation or if the parties cannot agree on a location, the location will be determined by the arbitrator/mediator.

f. If the Agreement requires payment of a termination penalty, the requirement may be unenforceable under the North Dakota Franchise Investment Law.

g. If the Agreement requires payment of liquidated damages, the liquidated damage clauses are void under Section 51-19-09 of the North Dakota Franchise Investment Law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the North Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING AND SNELLING, INC.  
FRANCHISE AGREEMENT FOR THE STATE OF RHODE ISLAND**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling and Snelling, Inc. ("Snelling"), a Delaware corporation, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

***RHODE ISLAND LAW MODIFICATIONS***

1. The Rhode Island Securities Division requires that certain provisions contained in franchise documents be amended to be consistent with Rhode Island law, including the Franchise Investment Act, R.I. Gen. Law. Ch. 395, Sec. 19.28.1-1 - 19.28.1-34. To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If this Agreement requires litigation to be conducted in a forum other than the State of Rhode Island, the requirement is void under Rhode Island Franchise Investment Act. Sec. 19.28.1-14.

b. Under Sec. 19.28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

c. If the Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Act, or a rule or order under the Act, such release shall exclude claims arising under the Rhode Island Franchise Investment Act, and such acknowledgments shall be void with respect to claims under the Act.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Rhode Island Franchise Investment Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DATE**  
\_\_\_\_\_  
**PERCENTAGE OWNERSHIP**  
\_\_\_\_\_ %

**PRINCIPAL OWNERS**  
\_\_\_\_\_  
Name: \_\_\_\_\_



**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF SOUTH DAKOTA**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**SOUTH DAKOTA LAW MODIFICATIONS**

1. The Director of the South Dakota Division of Securities requires that certain provisions contained in franchise documents be amended to be consistent with South Dakota law, including the South Dakota Franchises for Brand-Name Goods and Services Law, South Dakota Codified Laws, Title 37, Chapter 37-5A, Sections 37-5A-1 through 37-5A-87 (1994). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. If the Franchisee is required in this Agreement to execute a release of claims or to acknowledge facts that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Law, or a rule or order under the Law, such release shall exclude claims arising under the South Dakota Franchises for Brand-Name Goods and Services Law, and such acknowledgments shall be void with respect to claims under the Law.

b. Covenants not to compete upon termination or expiration of the Agreement are generally unenforceable in the state of South Dakota, except in certain limited instances as provided by law. If this Agreement contains a covenant not to compete which is inconsistent with South Dakota Law, the covenant may be unenforceable.

c. Regardless of the terms of the Agreement concerning termination, if Franchisee fails to meet performance and quality standards or fails to make any royalty payments under the Agreement, Franchisee will be afforded thirty (30) days written notice with an opportunity to cure the default before termination.

d. If the Agreement requires payment of liquidated damages that are inconsistent with South Dakota Law, the liquidated damage clauses may be void under SDCL 53-9-5.

e. If the Agreement requires litigation to be conducted in a forum other than the State of South Dakota, the requirement is void with respect to any cause of action otherwise enforceable under South Dakota Law.

f. If the Agreement requires that it be governed by a state law other than the State of South Dakota, the law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, the Agreement and all provisions of this Amendment will be and remain subject to the application, construction, enforcement, interpretation under the governing law set forth in the Agreement.

g. If the Agreement requires that disputes between Snelling and Franchisee be mediated/arbitrated at a location that is outside the State of South Dakota, the mediation/arbitration will be conducted at a location mutually agreed upon by the parties. If the parties cannot agree on location for the mediation/arbitration, the location shall be determined by the mediator/arbitrator selected.

h. Any provision that provides the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may be unenforceable under South Dakota law.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the South Dakota Franchise Investment Law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF WASHINGTON**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**WASHINGTON LAW MODIFICATIONS**

1. The Director of the Washington Department of Financial Institutions requires that certain provisions contained in franchise documents be amended to be consistent with Washington law, including the Washington Franchise Investment Protection Act, WA Rev. Code §§ 19.100.010 to 19.100.940 (1991). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. Washington Franchise Investment Protection Act provides rights to You concerning non-renewal and termination of the Agreement. If the Agreement contains a provision that is inconsistent with the Act, the Act will control.

b. If the Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the Washington Franchise Investment Protection Act; except when the release is executed under a negotiated settlement after the Agreement is in effect and where the parties are represented by independent counsel. If there are provisions in the Agreement that unreasonably restrict or limit the statute of limitations period for claims brought under the Act, or other rights or remedies under the Act, those provisions may be unenforceable.

c. If the Agreement requires litigation, arbitration, or mediation to be conducted in a forum other than the State of Washington, the requirement may be unenforceable under Washington law. Arbitration involving a franchise purchased in the State of Washington, must either be held in the State of Washington or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

d. If the Agreement requires that it be governed by a state's law other than the State of Washington, and there is a conflict between the law and the Washington Franchise Investment Protection Act, the Washington Franchise Investment Protection Act will control.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Washington law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____

**ATTACHMENT "1" TO FRANCHISE AGREEMENT  
ADDENDUM TO SNELLING SERVICES, LLC  
FRANCHISE AGREEMENT FOR THE STATE OF WISCONSIN**

This Addendum, which is executed in one or more original counterparts, amends the Franchise Agreement between Snelling Services, LLC ("Snelling"), Delaware limited liability company, having its principal place of business at 12801 North Central Expressway, Suite 600, Dallas, Texas 75243, and «Corporate» ("Franchisee") and «FirstN1» and «FirstN2» ("Principal Owners") by adding the following language, which shall be an integral part of the Franchise Agreement (the "Amendment"):

**WISCONSIN LAW MODIFICATIONS**

1. The Securities Commissioner of the State of Wisconsin requires that certain provisions contained in franchise documents be amended to be consistent with Wisconsin Fair Dealership Law, Wisconsin Statutes, Chapter 135 ("Fair Dealership Law"). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

a. The Wisconsin Fair Dealership Law, among other things, grants You the right, in most circumstances, to 90 days' prior written notice of non-renewal and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law's requirements and shall have no force or effect.

b. The Wisconsin Fair Dealership Law, among other things, grants You the right, in most circumstances, to 90 days' prior written notice of termination and 60 days within which to remedy any claimed deficiencies. If the Agreement contains a provision that is inconsistent with the Wisconsin Fair Dealership Law, the provisions of the Agreement shall be superseded by the Law's requirements and shall have no force or effect.

c. If the Agreement requires that it be governed by a state's law, other than the State of Wisconsin, to the extent that any provision of the Agreement conflicts with the Wisconsin Fair Dealership Law such provision shall be superseded by the law's requirements.

2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Wisconsin law, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

3. This Amendment may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Amendment are hereby accepted and acknowledged as though they were originals.

Franchisee, Principal Owners and Snelling have each executed this Agreement as of the dates shown below, but effective for all purposes as of the Effective Date of the Franchise Agreement.

**SNELLING SERVICES, LLC**

**FRANCHISEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

<b>DATE</b>	<b>PERCENTAGE OWNERSHIP</b>	<b>PRINCIPAL OWNERS</b>
_____	_____ %	_____ Name: _____
_____	_____ %	_____ Name: _____

**ATTACHMENT "2" TO  
TERM FRANCHISE AGREEMENT**

**CONFIRMATION OF APPROVED LOCATION, FEES DUES, TERRITORY,  
AND MINIMUM PERFORMANCE REQUIREMENTS**

This Attachment 2 applies to the specific Location identified below. The terms of this Attachment 2 may be amended by the parties in writing to add future Locations developed in accordance with this Agreement. In each case, the terms related to the address, fees, Granted Territory, Minimum Performance Requirements, and any other wholly-owned subsidiary company of Yours are specific to the Location in question and shall not apply in the aggregate.

- (1) Therefore, in accordance with the Agreement the (check one):
- Standard Office,
  - Expansion Office,
  - Re-franchised Office, or
  - Renewal Office

shall be located at the at the following address:

«Address1», «Address2», «City», «State» «Zip» ("Location No. 1").

- (2) As required under subsection 6(a) of the Agreement, You will open Location No. 1 for business by no later than \_\_\_\_\_, (the "Scheduled Opening Date").
- (3) The initial term for this Agreement is 7 years, with an opportunity to renew in accordance with the provisions contained in Section 13 of the Agreement, therefore, the initial "Scheduled Expiration Date" shall be \_\_\_\_\_.
- (4) The initial franchise fee checked below is due and payable upon execution of this Agreement or such other documents required by Snelling [check one]:
- \$25,000 for a Standard Office,
  - \$15,000 for an Expansion Office,
  - \$7,500 for a Re-Franchised Office, or
  - \$0 for a Renewal Office.
- (5) The required software required for Location No. 1 is eEmpACT National software and DocuTIME.
- (6) With respect to Location No. 1, the Granted Territory established under subsection 5(c) is shown on Exhibit 1 and incorporated herein by reference.

(7) Your "Minimum Performance Requirements" for Location No. 1 under the Agreement are as follows:

Location No. 1 Time Period	Minimum Performance Requirement Measured by Total Royalty Payments to Snelling
*** through ***	\$
*** through ***	\$
*** through ***	\$
*** through ***	\$
*** through ***	\$
*** through ***	\$
*** through ***	\$

[If applicable]

(8) Certain duties and obligations contained in this Agreement (specifically those related to the operation of the Business from Location No.     ) will be conducted or performed by,                                 , a wholly-owned subsidiary of Yours (the "Subsidiary"), and therefore, «Corporate» hereby authorizes Subsidiary to perform such duties and obligations in accordance with the terms of this Agreement as though Subsidiary were You. A breach of this Agreement by Subsidiary shall apply as a breach by You. Further, You agree that Principal Owners' guarantee of Your performance carries over as a guarantee of the performance of Subsidiary under this Agreement.

**[INITIAL ONLY]**

Franchisee: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Snelling: \_\_\_\_\_



**ATTACHMENT "3.1" TO FRANCHISE AGREEMENT**

**GUARANTY**

In consideration of, and as an inducement to, the execution of the Franchise Agreement ("**Agreement**") between Snelling Services, LLC ("**Snelling**" or "**We**", "**Us**", or "**Our**") and Our other affiliates and successors in interest, and «Corporate» ("**You**" or "**Franchisee**"), each individual who signs below ("**Guarantor**") individually, jointly and severally, and unconditionally acknowledges, covenants and agrees as follows:

1. Guarantor is included in the term "**Principal Owner**" as defined in the Agreement.
2. Guarantor has read the terms and conditions of the Agreement and acknowledges that this Guaranty and the undertakings of the Principal Owners in the Agreement are in partial consideration for, and a condition to, the granting of the license to Franchisee, and that Snelling would not have granted the license without this Guaranty.
3. Guarantor makes all of the covenants, representations, warranties and agreements of the Principal Owners in the Agreement and acknowledges that he/she is obligated to perform such acts.
4. Guarantor guarantees to Snelling that all of Franchisee's obligations under the Agreement will be punctually paid and performed. Upon Franchisee's default, or upon receipt of Snelling's notice of default, Guarantor will immediately have a duty to make all payments due Snelling and to perform all obligations required of the Franchisee under the Agreement. It is understood that this is a guaranty of payment, not collection.
5. Without affecting the obligations of any of the Principal Owners as Guarantors under this Guaranty, Snelling may, without notice to the Principal Owners, waive, renew, extend, modify, amend, or release any indebtedness or obligation of the Franchisee, or settle, adjust, or compromise any claims that Snelling may have against the Franchisee.
6. Guarantor waives all demands and notices of every kind with respect to the enforcement of this Guaranty, including (a) notice of presentment, (b) demand for payment or performance, (c) notice of any default by the Franchisee or any other guarantor, (d) notice of any release of any other guarantor, (e) notice of any release of other security for this Guaranty, or (f) notice of any release of the Franchisee's obligations.
7. Snelling may pursue its rights against any Guarantor without first exhausting its remedies against the Franchisee and without joining any other guarantor. No delay on Snelling's part in the exercise of any right or remedy shall operate as a waiver of such right or remedy. No single or partial exercise by of any right or remedy by Snelling shall preclude Snelling from the future exercise of such right or remedy.
8. Upon Snelling's receipt of a notice of the death or permanent incapacity of any Guarantor, the estate of the deceased or incapacitated Guarantor will be bound by this Guaranty, but only for defaults and obligations under the Agreement that were existing at the time of death. Further, in such event, the obligations of the remaining Guarantors shall continue in full force and effect.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, have duly executed and delivered this Guaranty.

**GUARANTOR**

Date: \_\_\_\_\_

\_\_\_\_\_  
«FirstN1», Individually

Date: \_\_\_\_\_

\_\_\_\_\_  
«FirstN2», Individually

**ATTACHMENT "3.2" TO FRANCHISE AGREEMENT  
CORPORATE GUARANTY**

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement ("Agreement") between Snelling Services, LLC ("Snelling" or "We", "Us", or "Our") and Our other affiliates and successors in interest, and «Corporate» ("You" or "Franchisee"), \_\_\_\_\_, the undersigned corporation ("Corporation") unconditionally acknowledges, covenants and agrees as follows:

1. The Corporation is deemed included in the term "Principal Owners" as defined in the Agreement.

2. The Directors of the Corporation have read the terms and conditions of the Agreement and by corporate resolution (a copy of which is attached hereto) the Board of Directors authorized the Corporation to execute this Guaranty, and Corporation acknowledges that this Guaranty and the undertakings of the Principal Owners in the Agreement are in partial consideration for, and a condition to, the granting of this license to Franchisee, and that Snelling would not have granted the license without the including of this Guaranty.

3. Corporation makes all of the covenants, representations, warranties and agreements of the Principal Owners that are set forth in the Agreement and acknowledges that it is obligated to perform such acts accordingly.

4. Corporation unconditionally and irrevocably guarantees to Snelling that all of Franchisee's obligations under the Agreement will be punctually paid and performed. Upon Franchisee's default, or upon receipt of Snelling's notice of default, Corporation will immediately have a duty to make all payments due Snelling and to perform all obligations required of the Franchisee under the Agreement. It is understood that this is a guaranty of payment, not collection.

5. Without affecting the obligations of the Corporation under this Guaranty, Snelling may, without notice to the Corporation, waive, renew, extend, modify, amend, or release any indebtedness or obligation of the Franchisee, or settle, adjust, or compromise any claims that Snelling may have against the Franchisee.

6. Corporation waives all demands and notices of every kind with respect to the enforcement of this Guaranty, including (a) notice of presentment, (b) demand for payment or performance, (c) notice of any default by the Franchisee or any other guarantor, (d) notice of any release of any other guarantor, (e) notice of any release of other security for this Guaranty, or (f) notice of any release of the Franchisee's obligations.

7. Snelling may pursue its rights against Corporation without first exhausting its remedies against the Franchisee and without joining any other guarantor. No delay on Snelling's part in the exercise of any right or remedy shall operate as a waiver of such right or remedy. No single or partial exercise by of any right or remedy by Snelling shall preclude Snelling from the future exercise of such right or remedy.

IN WITNESS WHEREOF, Corporation, intending to be legally bound hereby, have duly executed and delivered this Guaranty.

ATTEST:  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CORPORATION:  
  
By: \_\_\_\_\_  
Name: «FirstN1»  
Title: President  
Date: \_\_\_\_\_

**ATTACHMENT "4" TO FRANCHISE AGREEMENT  
CONFIDENTIALITY AGREEMENT**

**NAME:**

\_\_\_\_\_

Last First Middle Initial

\_\_\_\_\_

Home Address Home Telephone No.

(Check One)  Staff Employee  Other \_\_\_\_\_

**FRANCHISEE:** «Corporate» (the "Franchisee")

**BUSINESS LOCATION:** «Address1», «Address2», «City», «State» «Zip»

**SNELLING:** Snelling Services, LLC ("Snelling")

1. I agree that during the term of my employment and/or association with Franchisee, I will not communicate, divulge or use for my benefit or the benefit of others (whether a person or any form or legal entity) any of the information that may be communicated to me regarding the knowledge, trade secrets, Confidential Information (including information regarding Clients, Job-seekers, Field Employees and Staff Employees), or any know-how concerning Snelling's system of operations or the business practices of the Franchisee or Snelling.

2. I agree that I will not divert any business and/or personnel, to a competitor of Franchisee or Snelling.

3. I understand and agree that any and all information, knowledge, know-how, or techniques that the Franchisee and/or Snelling designate as confidential shall be deemed confidential for the purposes of this Confidentiality Agreement.

4. I specifically understand that, without limitation, the following components have been deemed to constitute Snelling's "Confidential Information" which I may be authorized to use in my role in operating the Snelling Location (or for advising the Franchisee in the operation of the Snelling Location):

(a) All materials, including manuals, written directives and policy statements, Copyrighted Works, forms, audio or video tapes, and Internet web pages whether owned or licensed by Snelling (individually and collectively referred to as the "Materials"). I further understand that the Materials may be modified by Snelling from time-to-time and that each such revision is included in the Confidential Information.

(b) All information regarding any past, current or prospective Job-seeker, Field Employee or Staff Employee, (including such person's identity, address, e-mail address, phone numbers, drivers license, and social security number), and any other personnel information in which such person has a reasonable expectation of privacy or which was disclosed in confidence.

(c) All information regarding any Client, including personal representative information, contact person(s), Client lists, personnel needs, hiring practices, usage of Field Employees, existing or prospective Job-orders, as well as any Client agreements and dealings with Franchisee and/or Snelling, including profit margins and credit history.

(d) Any information regarding Franchisee's business operations under the Snelling System, including pricing and cost codes, marketing techniques, strategic business plans and market research studies, promotional ideas, operating reports, placement registers, and accounts receivable.

(e) Any information that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by other persons who can obtain economic value from its disclosure or use, and is protected to maintain its secrecy.

(f) Any terms, conditions or information contained in any Snelling proprietary or third party product, service or software licensed or sublicensed by Snelling to Franchisee.

(g) Any other information known by me or used in connection with the Snelling Location that could give me an advantage over competitors that is not disclosed to the public by Snelling or that is not generally known to the public.

4. I agree that for a period of two (2) years immediately following the expiration or termination of my employment and/or association with Franchisee, I shall refrain from any and all contacts with Field Employees, Staff Employees, or Job-seekers, and I shall refrain from any and all contact with, or the solicitation of, the Clients serviced by the Franchisee and/or Snelling, for any business or restricted purpose. I further agree that I may not divulge any of the Confidential Information or other knowledge or information of the Snelling Location that I had access to, to any other Snelling franchisee without the prior written consent of Snelling and Franchisee.

5. If any portion of the covenants contained in this Confidentiality Agreement are held, void, vague or illegal by any court or agency having valid jurisdiction in an un-appealed final decision to which Snelling and/or Franchisee is a party, the court or agency shall be empowered to revise and/or construe said covenant so as to fall within permissible legal limits and shall not by necessity invalidate the entire covenant. I expressly agree to be bound by any lesser covenant subsumed within the terms of this Confidentiality Agreement as if the resulting covenant were separately stated in and made a part of this Confidentiality Agreement.

6. I understand and agree that the consideration for my execution of this Confidentiality Agreement is my employment and/or association with Franchisee and the Franchisee making such Confidential Information available to me and providing me with the training regarding the Snelling System of operation. My obligations under this Confidentiality Agreement shall run to both Snelling and Franchisee. Upon any breach of the terms herein, Franchisee shall, upon direction by Snelling, determine to enforce, refuse to enforce and/or waive enforcement of this Confidentiality Agreement. Further, Snelling may, in its sole discretion, elect to enforce this Confidentiality Agreement to the fullest extent provided.

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name Here

\_\_\_\_\_  
Print Name Here

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT "5" TO FRANCHISE AGREEMENT

## IDENTIFICATION OF ALL PRINCIPAL OWNERS AND CONTROLLING OWNER(S)

The parties confirm that each "Principal Owner" identified below has the following percentage of Ownership Interest in Franchisee [«Corporate»], and as such each is also identified as a Controlling Owner:

NAME	% OF EQUITY INTEREST
«FirstN1» Print Name	«Per1»%
«FirstN2» Print Name	«Per2»%
«FirstN2» Print Name	«Per2»%

## [INITIAL ONLY]

Franchisee: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Snelling: \_\_\_\_\_

ATTACHMENT "6" TO FRANCHISE AGREEMENT  
PERMITTED USE OF THE PROPRIETARY MARKS



[INITIAL ONLY]

Franchisee: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Principal Owner: \_\_\_\_\_

Snelling: \_\_\_\_\_

**ATTACHMENT 7 TO FRANCHISE AGREEMENT**

Snelling Bonus Gross Margin Schedule

{Initial only}

- Franchisee \_\_\_\_\_
- Principal Owner \_\_\_\_\_
- Principal Owner \_\_\_\_\_

Average Gross Margin Dollars ("AGMD")

Average Gross Margin Percentage ("AGMP")

Snelling

AGMD	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP	
<499,999	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
500,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.86%	3.71%	4.57%	5.43%	6.29%	7.14%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
600,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.00%	8.00%	8.67%	9.00%
700,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
800,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
900,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,000,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,100,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,200,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,300,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,400,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,500,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,600,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,700,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,800,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
1,900,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
2,000,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%
2,100,000	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.67%
>2,199,999	0.07%	0.17%	0.33%	0.67%	1.33%	2.00%	2.67%	3.33%	4.00%	5.33%	6.00%	7.33%	8.00%	8.00%	8.67%	9.33%	8.00%	8.67%	9.33%

TEXT CONTINUES ON NEXT PAGE

Snelling Bonus Gross Margin Schedule (continued)

AGMD	AGMP	AGMP	AGMP	AGMP	AGMP	AGMP
<499,999	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
500,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
600,000	9.33%	10.00%	10.00%	10.00%	10.00%	10.00%
700,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
800,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
900,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,000,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,100,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,200,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,300,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,400,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,500,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,600,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,700,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,800,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
1,900,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
2,000,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
2,100,000	10.00%	10.00%	10.00%	10.00%	10.00%	10.00%
>2,199,999	9.67%	10.00%	10.00%	10.00%	10.00%	10.00%



**ATTACHMENT "8" TO FRANCHISE AGREEMENT**

**AMENDED ROYALTY TERMS RIDER**

«City», «State»

Office Number:

This Amended Royalty Terms Rider ("Rider") amends the Snelling Franchise Agreement (the "Agreement"), effective as of «Frch\_Date\_1» between Snelling Services, LLC ("We", "Us", "Our", or "Snelling") including Our other affiliates and successors in interest, and «Corporate» ("You", "Your", and "Franchisee") and «FirstN1» and «FirstN2» (whether one or more are referred to as "Principal Owners").

The parties agree that You will pay a fixed Royalty Rate as well as a Base Service Fee rather than the Gross Margin percentage Royalty rate contained in the Agreement. Therefore, all references in the Agreement which conflict with the intent of this Rider are hereby amended or deleted as necessary to achieve this objective. Therefore, the parties agree to the following amendments, additions, and/or deletions as follows:

A. Subsection 10(b) of the Agreement is deleted and replaced with the following:

"10(b)

(1) Royalty: In partial consideration of the rights granted to You by Us under this Agreement, You shall pay Us a "Royalty" equal to 4.5% of all Temporary Help Billings and temp-to-hire Billings (the Royalty will ultimately be adjusted based on actual Receipts collected) , and 7.0% of all Receipts of Career Billings and Conversion Fees. Our Payroll/Billing Operations will deduct the Royalty related to Temporary Help Billings and temp-to-hire Billings each week from the Distribution Account. However with respect to Career Placement Billings and Conversion Fees you may elect one of the following options:

Option 1: Our Payroll and Billing Operations will deduct the applicable Royalty for Career Placement Billings and Conversion Fees as Receipts are collected, or

Option 2: You are solely responsible for submitting each Career Placement Billings and Conversion Fee Royalty payment via wire transfer in order for Us to receive each payment on or before the 10<sup>th</sup> day of each month following the month in which Receipts were collected.

(2) Each week Our Payroll/Billing Operations will charge the Distribution Account a "Base Service Fee" calculated as a percentage of Temporary Help Billings (including temp-to-hire Billings). The percentage charged shall be based upon the cumulative gross amount of such Billings to that point of the calendar year in accordance with the following schedule:

<b>Temporary Help Billings</b>	<b>Base Service Fee</b>
\$0 - \$499,999	4.00%
\$500,000 - \$999,999	3.80%
\$1,000,000 - \$1,499,999	3.60%
\$1,500,000 - \$1,999,999	3.40%
\$2,000,000 - \$2,499,999	3.20%
\$2,500,000 - \$2,999,999+	3.00%

(3) If applicable, We will distribute a Base Service Fee rebate to You within 90 days following Our immediately prior fiscal year-end. The Base Service Fee rebate, if any, will equal the amount necessary to adjust the Base Service Fee previously paid by You to the appropriate reduced Base Service Fee percentage indicated in the chart above as though that percentage rate were charged to You from dollar one for that fiscal year.

(4) For purposes of computing the Base Service Fee, any non-billed hours (excluding holiday pay) processed by Our Payroll/Billing Operations will be considered Temporary Help Billings at the pay rate of the respective Field Employees. Expense Reimbursements and any other compensation not paid on an hourly basis will be included as Temporary Help Billings. Snelling reserves the right to automatically adjust the Temporary Help Billings ranges described in this Agreement to the nearest \$1,000 effective January 1 of each year to reflect the change in the United States Consumer Price Index for All Urban Consumers - All U.S. Cities (1982-84 = 100) published by the Department of Labor or such replacement index selected by Snelling.

(5) The parties agree if the prime interest rate as published in the Wall Street Journal equals or exceeds 12% at the end of a week, the percentages for the applicable Base Service Fee shall be increased as noted below beginning with the subsequent week:

Prime Interest Rate	Additional Base Service Fee
Less than 12%	No Change
at least 12% but less than 14%	.25%
at least 14% but less than 16%	.50%
at least 16% but less than 18%	.75%
at least 18% but less than 20%	1.00%
20% or more	1.25%

B. All other terms of the above-referenced Agreement are unchanged by this Rider.

C. This Rider may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Agreement are hereby accepted and acknowledged as though they were originals.

The parties have each executed this Agreement as of the dates shown below, but effective for all purposes as of «Frch\_Date\_1» (the "Effective Date").

«Corporate»

«FirstN1»

By: \_\_\_\_\_  
 Name: «FirstN1»  
 Title: President  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 «FirstN1», an Individual  
 Date: \_\_\_\_\_

«FirstN2»

«FirstN2»

By: \_\_\_\_\_  
 «FirstN2», an Individual  
 Date: \_\_\_\_\_

\_\_\_\_\_  
 «FirstN2», an Individual  
 Date: \_\_\_\_\_

SNELLING SERVICES, LLC

By: \_\_\_\_\_  
 Name:  
 Title:  
 Date: \_\_\_\_\_

## ATTACHMENT "9" TO FRANCHISE AGREEMENT

### NON-PAY/BILL SERVICES RIDER

«City», «State»

Office Number:

This Non-Pay/Bill Services Rider ("Rider") amends the Snelling Franchise Agreement (the "Agreement"), effective as of «Frch\_Date\_1» between Snelling Services, LLC ("We", "Us", "Our", or "Snelling") including Our other affiliates and successors in interest, and «Corporate» ("You", "Your", and "Franchisee") and «FirstN1» and «FirstN2» (whether one or more are referred to as "Principal Owners").

The parties agree that You are not required to utilize Our payroll/billing services described in the Agreement. Therefore, all references in the Agreement which conflict with the intent of this Rider are hereby amended or deleted as necessary to achieve this objective. Therefore, the parties agree to the following amendments and/or deletions as follows:

A. Section 4 of the Agreement is deleted and replaced with the following:

"4. Employment of Field Employees: Field Employee services provided through the Business shall be provided by individuals who are generally Field Employees of Yours, and all Clients who receive services through the Business are generally Clients of Yours. For purposes of this Agreement, "Client" means any individual or entity that uses, or desires to use the services of the Business. The parties agree however, should this Agreement terminate for any reason, in accordance with subsection 16(a)(12), You acknowledge that all Client Accounts and Field Employees are Our property at that time."

B. Subsection 5(d)(9) of the Agreement is deleted in its entirety.

C. Subsection 8(g) of the Agreement is deleted and replaced with the following:

"8(g) Submission of Reports: You shall, at Your expense, provide to Us all documents and information We deem necessary to implement and maintain this Agreement. With respect to each Location developed under this Agreement, You must submit to Us the marketing, financial and/or other designated reports We require. Such information must be submitted in the manner, form, time frame and content prescribed by Us in the Materials. You agree to submit this information electronically to Us in accordance with Our instructions."

D. Section 9 of the Agreement is deleted and replaced with the following:

#### "9. RECORD OF FRANCHISEE'S ACCOUNT

9(a) Record of Franchisee's Account: We will maintain a record of Your account activity for the purpose of monitoring Your monetary and reporting obligations required by this Agreement. For purposes of this Agreement, the parties agree to the following defined terms:

(i) "Billings" individually and collectively refers to all charges to Clients which without limitation include:

(a) "Temporary Help Billings" means fees charged for (1) Field Employees and/or temporary contract workers services (whether on or off site from the Client's premises), (2) payroll services, and (3) temporary outsourcing,

(b) "Conversion Fees" means the fees charged to the Client for the conversion of the Field Employee to the Client's payroll or another personnel services business;

(c) **"Expense Reimbursement"** means a Field Employee's job related costs (i.e., meals, parking, travel allowances, supplies, equipment, mileage, and other similar or related items);

(d) **"temp-to-hire Billings"** means the fees charged for the placement of a Field Employee with the intent to become an employee of the Client at a later date;

(e) **"Career Placement Billings"** means the fees charged for (1) helping Job-seekers obtain long term employment or self-employment, (2) Field Employee and Job-seeker testing, training, counseling and/or consulting services, (3) Client counseling and/or consulting services, (4) resume consultation, preparation, processing and distribution, (5) outsourcing, outplacement, or business opportunity services, (6) employment related software sales, (7) Client, Field Employee and/or Job-seeker promotional programs, (8) check cashing services for Clients, Field Employees and/or Job-seekers, (9) co-op activities, (10) employment related publications and/or book sales, and (11) all other similar or related products or services.

(f) **"Interest"** means the rate designated by Us from time to time, but in no event will such rate be lower than 12% per annum or higher than the maximum rate allowed by law;

(g) **"Receipts"** means all money and other valuable consideration, including barter, received during or after the term of this Agreement by Us, You, Staff Employees, collection agents, or other assignees, as revenue generated by the operation of the Business. The parties further agree that any Receipt represented by consideration other than money shall be given their fair market value as reasonably determined by Us;

9(c) Set-Off by Snelling: We may, at any time, set-off any monies We receive from You and make payment towards any amount You owe to Us, including penalties, interest, reasonable attorney's fees and costs of collection.

9(d) Transmission of Information: For each Location, You shall transmit all operational or financial information required by Us, in the form, manner and time frame as prescribed in the Materials, including information We may require for the preparation of operational and financial reports and other analysis."

E. Subsection 10(b) of the Agreement is deleted and replaced with the following:

"10(b) Royalty: In partial consideration of the rights granted to You by Us under this Agreement, You shall pay Us a **"Royalty"** equal to 4.5% of all Receipts of Temporary Help Billings and temp-to-hire Billings, and 7.0% of all Receipts of Career Billings and Conversion Fees. You are solely responsible for submitting each payment via wire transfer in order for Us to receive each payment on or before the 10<sup>th</sup> day of each month following the month in which Receipts were collected."

F. Subsection 10(c)(2) of the Agreement is deleted and replaced with the following:

"10(c) Ad Fund:

(2) You shall pay Us an Ad Fund contribution equal to 0.5% of all Receipts of Temporary Help Billings and temp-to-hire Billings, and 2.0% of all Receipts of Career Billings and Conversion Fees. You must pay the Ad Fund contribution in the same manner and time frame as You are required to pay Your Royalty to Us."

G. Subsection 10(f) is deleted and replaced with the following:

"10(f) Security Interest: As security for the payment of fees and other amounts owed to Us under this Agreement, You and Your Principal Owners hereby convey to Us a second position security interest in all present and later acquired interests in the Business, including contract rights, accounts receivable, fixed assets, general intangibles, and all cash or non-cash proceeds from the Business, as security for all Your present and future obligations to Us. Further, You and Your Principal Owners shall execute one or more

financing statements, continuation statements, amendments or other documents as We deem necessary. We have the right to assign Our interest at any time upon notice to You."

H. Subsection 16(c) of the Agreement is deleted and replaced with the following:

"16(c) Money Owed. The termination of this Agreement shall not release You from Your obligations to pay all money due or owed under this Agreement.:

I. All other terms of the above-referenced Agreement are unchanged by this Rider.

J.. This Rider may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement. Further, facsimile signatures on counterparts of this Rider are hereby accepted and acknowledged as though they were originals.

The parties have each executed this Agreement as of the dates shown below, but effective for all purposes as of «Frch\_Date\_1» (the "Effective Date").

«Corporate»

«FirstN1»

By: \_\_\_\_\_  
Name: «FirstN1»  
Title: President  
Date: \_\_\_\_\_

\_\_\_\_\_  
«FirstN1», an Individual  
Date: \_\_\_\_\_

«FirstN2»

«FirstN2»

By: \_\_\_\_\_  
«FirstN2», an Individual  
Date: \_\_\_\_\_

\_\_\_\_\_  
«FirstN2», an Individual  
Date: \_\_\_\_\_

**SNELLING SERVICES, LLC**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_