

FRANCHISE DISCLOSURE DOCUMENT



ApTask Workforce LLC
A Delaware limited liability company
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The franchise offered in this Franchise Disclosure Document is for the operation of a temporary and direct-hire employment staffing and placement service under the trade name “ApTask.”

The total investment necessary to begin operation of an ApTask franchise (hereinafter, the “ApTask Business”) is between \$4,951 and \$20,301. This includes between \$1,001 and \$5,001 that must be paid to us or our affiliate.

This disclosure document summarizes certain provisions of Your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before You sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government agency has verified the information contained in this document.**

You may wish to receive Your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Taj Haslani at 120 South Wood Avenue, 3rd Floor, Iselin, New Jersey 08830 and 732-355-8000.

The terms of Your contract will govern Your franchise relationship. Do not rely on the disclosure document alone to understand Your contract. Read all of Your contracts carefully. Show Your contracts and this Franchise Disclosure Document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help You make up Your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help You understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call Your state agency or visit Your public library for other sources of information on franchising.

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

Issuance Date: April 30, 2025

How To Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

<u>QUESTION</u>	<u>WHERE TO FIND INFORMATION</u>
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit C.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ApTask Business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an ApTask franchisee?	Item 20 or Exhibit C lists current and former franchisees. You can contact them to ask about their experiences
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit F.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks To Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. The franchise agreement requires you to resolve disputes with us by mediation, arbitration and litigation only in New Jersey. Out-of-state mediation, arbitration and litigation may force you to accept a less favorable settlement for disputes it may also cost you more to arbitrate and litigate with us in New Jersey than in your own state.
2. The franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor's financial ability to provide services and support to you.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this Franchise Disclosure Document, “ApTask,” “we,” “us,” and “our” means ApTask Workforce, LLC, doing business as ApTask, the franchisor. “You,” “Your,” and “Franchisee” means the person who buys the franchise from ApTask and its owners if the Franchisee is a business entity.

Franchisor, Parent, and Affiliates

ApTask Workforce, LLC is a Delaware limited liability company formed on October 31, 2016. Our principal business address is 120 South Wood Avenue, 3rd Floor, Iselin, New Jersey 08830. We operate under our corporate name and “ApTask.” We do not conduct business under any other name. We do not have any parent entities. We offer and support franchises for the ApTask Business, and have done so since 2016. Since 2016, we have not offered and do not offer franchises in any other line of business and do not own or operate any ApTask franchises. Our affiliate, FinTech Consulting, LLC, acts as the employer of the candidates You place with clients (except for candidates hired directly by the client). FinTech Consulting, LLC will manage payroll, taxes, and other obligations of employment. FinTech also owns and maintains the trade dress, trademarks and trade name associated with ApTask. FinTech Consulting, LLC has operated since 2010 and has the same business address as us. ApTask Global Workforce LLC has operated since May 2023 and has the same business address as us. We do not have any other affiliates that provide products or services to our franchisees.

We do not have any predecessors.

Agents for Service of Process

Our agent for service of process for the State of New Jersey is Taj Haslani, 120 South Wood Avenue, 3rd Floor, Iselin, New Jersey 08830. Our agents for service of process for other states are identified in Exhibit E of this Franchise Disclosure Document. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above where we have appointed an agent for service of process. There may also be additional agents appointed in some states listed.

ApTask Franchises

We offer franchises for the ApTask Business (hereinafter, the “Franchise”) using our trade names, trademarks, service marks, associated logos and symbols (“Marks”) business system, procedures and trade secrets (collectively, the “System”). You will develop and operate a temporary and direct-hire employment staffing and placement business under the trade name “ApTask.” Our services include temporary and contingent staffing, full-time and executive search services, temp-to-perm staffing, and project management. An ApTask Business is not based on any particular territory. You may sell ApTask services anywhere in the United States. Your role is to match companies with job candidates. Our affiliate, FinTech Consulting, LLC,

acts as the legal employer of the candidates You place (except direct hires, which immediately become employees of the client). Accordingly, FinTech Consulting, LLC manages payroll, taxes, and other obligations of employment. We collect all payment from clients and remit payment to You after deducting the royalty fee, our payroll fee, and other fees described in this Franchise Disclosure Document.

If you are interested in becoming an ApTask franchisee, You may be asked to complete a confidential application and questionnaire when applying for consideration. This will include Your authorization for us to do, at our discretion, various background checks on You, including making criminal and financial inquiries. This information will remain confidential. If You are accepted as a prospective franchisee, You must sign our standard franchise agreement, which is attached to this Franchise Disclosure Document as Exhibit A. You may operate one (1) ApTask Business for each Franchise Agreement You sign.

You will provide ApTask with a list of five (5) “Exclusive Clients” when You sign Your Franchise Agreement. If You receive a Master Services Agreement (“MSA”) from a Client business listed on your Exclusive Clients list, that Client will remain Your “Exclusive Client” for the remainder of the term of the Franchise Agreement, or the length of the MSA, whichever is shorter. You may remove any Client from Your Exclusive Client List at any time. Your list of Exclusive Clients will automatically renew, as-is, every three (3) months, unless a change is made by ApTask.

Market Competition

The market for the goods and services offered by an ApTask Business is well-established and very competitive. As an ApTask Franchise, You will provide skilled IT, Accounting, Finance, Administrative, Clerical, and Clinical candidates, and other services, who serve clients in a variety of industries, including Information Technology, Banking, Finance, Media, Retail, Healthcare, Government, Pharma and Biotechnology, Manufacturing, Energy and Utilities, Insurance, and Entertainment. An ApTask Business is not seasonal.

You will compete against national, regional, and local staffing companies, some of which are franchised.

Industry Regulations

In some states, You must obtain a specific business license to perform permanent placements. If You maintain a physical office, the Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and may affect Your building construction, site design, entrance ramps, doors, seating, bathrooms, etc. Your ApTask Business will also be subject to other laws and regulations, including state and local licensing, zoning and land use regulations. You must obtain real estate permits, where applicable, and licenses and operational licenses. If You maintain employees to support Your ApTask Business, You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing minimum wages, overtime and working conditions. You will also be subject to other laws or regulations that are not specific to the industry, but which apply to businesses generally.

You should consult with Your attorney about laws and regulations that may affect Your ApTask Business.

ITEM 2

BUSINESS EXPERIENCE

Taj Haslani – Founder and President

Mr. Haslani founded ApTask Workforce, LLC, and has been our President since ApTask was formed in October 2016. Mr. Haslani also serves as the Founder and President of FinTech Consulting, LLC, which does business under the name “ApTask,” in Iselin, New Jersey, and has done so since May 2010.

Abdulla Sheikh – Chief Operating Officer

Mr. Sheikh has been our Chief Operating Officer since ApTask was formed in October 2016. Mr. Sheikh also serves as the Chief Operating Officer of FinTech Consulting, LLC, which does business under the name “ApTask,” in Edison, New Jersey, and has done so since May 2010.

Ketan Patel – Chief Financial Officer

Mr. Patel has been our Chief Operating Officer since October 2016. Mr. Patel also serves as the Chief Operating Officer of FinTech Consulting, LLC, which does business under the name “ApTask,” in Iselin, New Jersey, and has done so since October 2011.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5

INITIAL FEES

Initial Franchise Fee

If You purchase an ApTask Business, You must pay us an initial franchise fee (the “Initial Franchise Fee”) of \$1 when You sign the Franchise Agreement. The Initial Franchise Fee is uniform, deemed fully earned by us once paid, and is non-refundable.

During our last fiscal year, which ended December 31, 2023, we collected Initial Franchise Fees of \$0.

Software Fee

When signing Your Franchise Agreement, You must pay us a software fee (the “Software Fee”) of \$1,000 per person per year for use of our ApTask software suite. Before you open, we anticipate that franchisees will initially be single individuals and, therefore, we anticipate this fee will be \$1,000. However, if You have partners or employees, this fee will be higher – up to \$5,000. The Software Fee is uniform, deemed fully earned by us once paid, and is non-refundable. During our last fiscal year, which ended December 31, 2023, we collected initial Software Fees of \$0.

ITEM 6 **OTHER FEES**

Type of Fee⁽¹⁾	Amount	Due Date⁽²⁾	Remarks
Royalty	Currently 1% of Gross Billings, but can be increased on 10 Days’ Notice. ⁽³⁾	When we collect payment from the client.	Based on Gross Billings during the previous month.
Direct Hire Fee ⁽⁴⁾	Currently 10% of Gross Billings, but can be increased on 10 Days’ Notice.	When we collect payment from the client.	Based on Gross Billings [Fees] for Direct Hires during the previous month.
Existing Account Fee ⁽⁵⁾	Currently 2.5% - 5% of Gross Billings, but can be increased on 10 Days’ Notice.	When we collect payment from the client.	If You place a candidate with our, our affiliate’s, or another franchisee’s client, or if we, our affiliate, or another franchisee places a candidate with Your client.
Operations Fee	Currently 40% of Gross Margin, but can be increased on 10 Days’ Notice. ⁽⁶⁾	When we collect payment from the client.	Based on Gross Margin for a temporary Candidate or Direct Hire.

Payroll Fee	Currently 20% of Pay Rate, but can be increased on 10 Days' Notice. (W-2 Employee). Currently 10% of Pay Rate, but can be increased on 10 Days' Notice. (Independent Contractor or Employee Hired through a Corporation).	When we collect payment from the client.	Based on the Pay Rate for an employee who we process payroll for a W-2 employee (20%) or an independent contractor or employee hired through a corporation (10%).
Employee Services and Benefits	Our Cost.	When we collect payment from the client.	Payable if we provide services or incur any costs, such as immigration assistance or travel, or additional benefits mandated by applicable law (such as medical insurance or paid sick leave) or by the employer (such as paid vacation time).
Software Fee	\$1,000 per person for the first year, and \$500 per person thereafter.	On the first business day of the year.	We may raise this fee in our sole discretion.
Collection Expenses	Your Proportionate Share of our Costs.	If and when incurred.	Payable if we incur any expenses, including attorneys' fees, in attempting to collect receivables.
Marketing Fund Contribution	Up to 2% of Gross Billings; Currently None.	When we collect payment from the client.	We do not currently have a Marketing Fund, but reserve the right to create one in the future.

Third-Party Vendors	Our Cost, plus reasonable administrative charge; Currently None.	Varies.	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together a reasonable markup or charge for administering the payment program.
Violation of Exclusivity ⁽⁷⁾	Three Times Gross Billings.	On Demand.	If You attempt to place employees directly, bill clients directly, or otherwise engage in the staffing business outside of the ApTask Business. This is in addition to ApTask's other rights and remedies under the Franchise Agreement.
Additional Training Fee	Our then-current fee (currently \$600 per day), plus all travel and other related expenses, such as lodging and meals providing onsite support.	As incurred.	Payable if we provide in-person support to You in response to Your request.
Complaint Resolution	Our Cost.	As incurred.	Payable if we take any action we deem appropriate, in our sole discretion, to resolve a complaint about Your business from a Client, Candidate, or third-party.

Business Evaluation Fee	Our then-current fee (currently \$600 per person per day), plus out-of-pocket costs.	As incurred.	Payable if we conduct an in-person evaluation of Your business because of a governmental report or Client/Candidate complaint, or Your default or non-compliance with any System specification.
Transfer Fee	5% of the sales price of Your ApTask Business, with a minimum of \$5,000.	When transfer occurs.	Payable in connection with the transfer of Your ApTask Business, a transfer of ownership of Your legal entity, or the Franchise Agreement.
Indemnity	Our Costs and Losses from Any Legal Action related to the Operation of Your ApTask Business.	As incurred.	You must indemnify and defend us and our affiliates (with counsel reasonably acceptable to us) against all losses in any action by or against us related to, or alleged to arise out of, the operation of Your franchise (unless caused by our misconduct or negligence).
Legal Costs and Professional Fees	Will vary under circumstances.	As incurred.	You will be required to reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of Your Franchise Agreement. You must reimburse us if we are required to incur any expenses in enforcing our rights against You under the Franchise Agreement.

Notes:

1. All fees paid to us pursuant to this Franchise Disclosure Document are uniform and non-refundable, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate in our sole discretion. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We can require an

alternative payment method and frequency for any fees or amounts owed to us under the Franchise Agreement.

2. ApTask or an affiliate will act as the employer of the candidates You place (except Direct Hires). ApTask or an affiliate will manage payroll, taxes, and other obligations of employment. ApTask will collect revenue from the client, deduct amounts owed to us, and remit the rest to You by the twenty-fifth (25th) day of the following calendar month. Generally, based on the current fees, Your payment will be:

The amount paid by the client (i.e. the “Bill Rate”)

Minus the amount we pay the employee, including all costs towards vacation pay, sick time, immigration expenses, and other costs, as applicable (i.e. the “Pay Rate”)

Minus our Payroll Fee (20% of the Pay Rate for a W-2 employee, or 10% of the Pay Rate for a corporation-to-corporation or independent contractor); or the Direct Hire Fee (10% of the Bill Rate [Fee] for a Direct Hire)

Minus the Royalty (1% of Bill Rate)

Minus the Operations Fee (40% of Gross Margin (i.e. Bill Rate minus (Pay Rate and Payroll Fee))

Minus any other fees or expenses described in this Item 6

Equals amount You receive

However, if the amount above, where it says “Equals amount You receive,” is a negative number, ApTask may demand reimbursement from You or deduct the amount due from any future amounts to be paid to You, at ApTask’s sole discretion.

THE AMOUNT USED HEREIN IS SOLELY TO MAKE THE CALCULATION EASIER TO UNDERSTAND, AND ARE NOT A REPRESENTATION OF ACTUAL OR POTENTIAL FINANCIAL PERFORMANCE.

3. As used in the Franchise Agreement, “Gross Billings” means the total dollar amount of all billings and other revenue generated by or through Your business for a given period. This is the cumulative “Bill Rate,” described above, paid by clients. This will be the invoice rate minus any discounts or fees we must pay. In the event of any dispute regarding the amount of Gross Billings, we have the sole right to determine the amount.
4. As used in the Franchise Agreement, “Direct Hire” means placing a job candidate with a client company for a position where the client hires the candidate directly, rather than ApTask (or its affiliate) being the employer. In light of industry nomenclature, we use the term “Gross Billings [Fee]” when discussing Direct Hire placements.
5. If we, or our affiliates, or another franchisee, has an existing relationship with a client (rather than a relationship You developed with the client), then You pay an additional five percent

(5%) of Gross Billings for Your placement with the client. Conversely, if You have an existing relationship with a client and we, our affiliate or another franchisee places a candidate with that client, You will receive two-and-a-half percent (2.5%) of those Gross Billings.

We reserve the right to adjust the Existing Account Fee for any particular client in our sole discretion.

6. As used in the Franchise Agreement, “Gross Margin” means the Bill Rate less the sum of (i) the Pay Rate of the employee or independent contractor and (ii) the Payroll Fee (as described herein). The Royalty Fee is not considered when calculating the Gross Margin.
7. As an ApTask franchisee, You will place temporary and permanent staff with clients. You cannot bill clients directly or otherwise engage in the staffing business outside of the ApTask relationship. If You perform, or attempt to perform, any staffing services other than through our system during the term of Your franchise agreement, then You will owe use three (3) times the Gross Billings paid by the Client. This amount is intended by the parties as liquidated damages for the breach, and not as a penalty. This fee is in addition to any other remedies we may have under Your franchise agreement.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

Expenditure⁽¹⁾	Estimated Range		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Initial Franchise Fee ⁽²⁾	\$1	\$1	Lump Sum	When signing Franchise Agreement	ApTask
Software Fee ⁽³⁾	\$1,000	\$2,000	Lump Sum	When signing Franchise Agreement	ApTask
Rent, Utilities, Office Equipment, Furniture, and Office Supplies ⁽⁴⁾	\$0	\$3,000	As arranged	As incurred	Third-Parties
Marketing and Recruiting ⁽⁵⁾	\$0	\$2,000	As arranged	As incurred	Third-Parties/ ApTask/Affiliates
Computer and Phone Systems ⁽⁶⁾	\$300	\$1,300	As arranged	Before Opening	Third-Parties/ ApTask/Affiliates
Insurance ⁽⁷⁾	\$500	\$1,000	As arranged	Before Opening	Third-Parties
Miscellaneous Office Expenses	\$100	\$500	As arranged	As incurred	Third-Parties/ ApTask/Affiliates
Licenses and Permits	\$50	\$500	As arranged	Before Opening	Government Authorities
Professional Fees	\$0	\$1,000	As arranged	Before Opening	Third-Parties

Training Travel Expenses ⁽⁸⁾	\$0	\$0	N/A	N/A	N/A
Additional Funds – Three (3) Months ⁽⁹⁾	\$3,000	\$9,000	As arranged	As incurred	Third-Parties/ ApTask/Affiliates/ Employees
TOTAL ESTIMATED INITIAL INVESTMENT	\$4,951	\$20,301			

Notes:

These estimated initial expenses are our best estimate of the costs You may incur in establishing and operating Your ApTask Business for three (3) months. We do not offer direct or indirect financing for these items. The availability and terms of financing from third-parties depend on many factors, including the availability of financing generally, Your creditworthiness and collateral, and the lending policies of financial institutions from which You may request a loan. The factors underlying our estimates may vary depending on several variables, and the actual investment You make in developing and opening Your ApTask Business may be greater or less than the estimates given depending upon the location of Your ApTask Business and current relevant market conditions. Unless otherwise stated, these estimates are subject to increase based on changes in marketing conditions, our costs of providing services, and future policy changes.

1. Your estimated total investment for each additional ApTask Business will be reduced by the possible reduction in costs such as professional fees and travel expenses. We and our affiliates do not finance any part of the initial investment.
2. The Initial Franchise Fee is uniform and non-refundable, although we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate in our sole discretion. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We can require an alternative payment method and frequency for any fees or amounts owed to us under the Franchise Agreement.
3. The Software Fee is \$1,000 per user for the first year. We estimate Your initial investment for the Software Fee to be only \$1,000 because we assume you will be the sole employee of Your ApTask Business when signing Your Franchise Agreement. If multiple join ApTask under a single franchisee entity, the initial Software Fee would be \$1,000 per user.
4. Because we expect your ApTask Business will be home-based, we estimate the low end of real property, utilities, and other office setup costs at \$0. However, if You operate Your ApTask Business from a professional office, You will incur appropriate costs, such as rent, utilities, signage, office management overhead, and related operating expenses.
5. If You so desire, you may start incurring expenses for recruiting candidates, job postings, and similar costs before You open Your ApTask Business.

6. You will need an office computer with typical office software, such as Microsoft Office, Excel, and Outlook to operate Your ApTask Business. The low-end estimate assumes You already have a computer with such software.
7. You must obtain and maintain, at Your own expense, the insurance coverage we require and satisfy other insurance-related obligations. The amounts listed in this table reflect our estimate of basic insurance for Your first three (3) months of operation.
8. We do not expect You to travel for our training program.
9. This estimate, which is based on our operation of similar businesses, includes, among other things, payroll costs, operating expenses, rent, utilities, and royalties. **These are based on estimated expenses for three (3) months, unless noted elsewhere. Required additional funds for the initial three (3) months of operation can vary widely between ApTask franchisees on a case-by-case basis. We cannot guarantee You will not incur additional expenses in starting Your ApTask Business operations.** Your actual costs will depend on factors such as: how closely You follow our methods and procedures; Your own management, skills, experience, and business acumen; local economic conditions, including wage rates and Your property lease (if applicable); the local market or Your products and services, including the effects of competitors' products and services; and the level of revenues You reach during the initial period.
10. Artificial Intelligence. You will not, without our written consent, utilize any generative artificial intelligence software, tools, or technologies, including natural language processing, deep learning algorithms, or machine learning models ("Generative AI") directly or indirectly in the operation of the Franchised Business, including without limitation, in advertising, promotion, or marketing of the Franchised Business, communications with customers, business planning, analysis or optimization, or in any social media. You acknowledge and agree not to upload or share any Confidential Information (including any inputs of information containing trade secrets, sensitive confidential information, or personal information) with any unapproved third-party platforms, including Generative AI, except as authorized in writing by us. In addition, you shall prohibit your employees from using any Confidential Information in Generative AI. In the event you utilize any Generative AI, with or without prior approval from us, you shall comply with all laws applicable to such use, including without limitation, all trademark, copyright, and biometric laws, and shall not infringe upon or use intellectual property of a third party without appropriate authorization and attribution.
11. Leasehold improvements. Inflation, the effects of tariffs, and supply chain delays may impact your overall costs. As of the date of this Disclosure Document, inflation rates, contractor costs and building supplies are at all-time highs, and the impact of tariffs (if implemented) are unknown.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must operate Your ApTask Business according to our System and specifications. Except as described below, however, we do not require You to purchase or lease goods, services, supplies, fixtures, equipment, inventory, or real estate for Your ApTask Business from us or any approved supplier, although we reserve the right to do so.

Purchases From Approved Suppliers

You must purchase the computer systems and software that we specify, as more fully described in item 11.

Purchases From Us or Our Affiliates

In exchange for the Payroll Fee described in Item 6 of this Franchise Disclosure Document, our affiliate, FinTech Consulting, LLC, acts as the legal employer of the candidates You place (except Direct Hires), meaning that it manages payroll, taxes, and other obligations of employment. Also, in exchange for the Software Fee described in Items 5, 6 and 7, we provide ApTask software to you.

With the exception of these two (2) items, You are not currently required to purchase or lease anything from us or any affiliate. If You purchase or lease anything from us, we will attempt to make a reasonable profit from the sale or lease of those items.

Insurance

You must obtain and maintain insurance, at Your expense, as we require, in addition to any other insurance required by applicable law, Your landlord, or otherwise. We may periodically change the amounts of coverage required under the insurance policies and require different or additional kinds of insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances, if the changes apply to all ApTask Businesses. Each insurance policy must name us and entities and persons affiliated with us as additional insureds. On our request, You must provide us with copies of all insurance policies together with proof of payment for insurance. You must send to us current certificates of insurance and copies of all insurance policies on an annual basis. Before You open Your ApTask Business, You must furnish us with a certificate of insurance showing compliance with the insurance requirements. Currently, You must have the following insurance at a minimum:

- Comprehensive general liability insurance with limits of at least \$1,000,000 per person per occurrence (and \$2,000,000 aggregate for bodily injury) and at least \$25,000 for property damage per occurrence;

- “All risk” insurance on the premises, equipment and supplies, for loss or damage by fire, windstorm, flood, casualty, theft and other risk usually insured against by the owners or lessors of similar property, for at least 80% of the replacement cost of the property. Unless You obtain a written waiver from us, any ApTask Business sustaining loss or damage must be repaired, restored, or rebuilt within 60 days after the date of the loss or damage;
- Automobile liability insurance on each vehicle used in the business within the minimum coverage limits as required by the law of the state or jurisdiction in which You are engaged in business; and
- If You have any employees, Worker’s Compensation or similar insurance as required by the law of the state or jurisdiction in which You are engaged in business. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of Your ApTask Business, if required by Your state or jurisdiction.

Ownership of Suppliers

None of our officers own an interest in any supplier to our franchises, other than ownership of FinTech Consulting, LLC.

Revenue to Us

We derive revenue from franchisees’ payments of the Payroll Fee and payments for ApTask software to us and our affiliates. During the last fiscal year, our total revenues were \$174,723, of which \$5,005 was derived from required purchases or leases from franchisees. The percentage of our total revenues that were from required purchases or leases in the prior fiscal year was 2.8%.

Approval of New Suppliers

If You want to use a supplier that is not on our list of approved suppliers, You must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier’s capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit You to contract with alternative suppliers who meet our criteria only if You request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide You with written notification of the approval or disapproval of any supplier You propose within 30 days after receipt of Your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Magnitude of Required Purchases or Leases

We estimate that the following purchases and leases of services and products will represent the following percentages of Your total purchases and leases of services and products to establish and operate Your ApTask Business:

	<u>% of Total to Establish</u>	<u>% of Total to Operate</u>
Purchases/leases from us	5% – 20%	30% - 50%
Purchases/leases from approved suppliers	6%	6%
Purchases/leases under our specifications	100%	100%

Purchases from Approved Suppliers

We may periodically require You to purchase certain services and products from our approved suppliers. We may approve a single supplier for any item, which may include us or our affiliate, and may approve a supplier only as to a certain item or items.

We reserve the right to receive payment from approved suppliers in connection with franchisee purchases in the form of a rebate or other consideration; however, in the year ending December 31, 2024, there were none. Payments from these suppliers are expected to range from zero percent (0%) to thirty percent (30%) of the total purchases by franchisees from these suppliers/vendors. We will maintain a list of approved suppliers and criteria for approving suppliers in our manuals. We may modify this list to grant approval of new suppliers, revoke past approval of suppliers, or modify our criteria for approving suppliers on reasonable written notice to you. We will grant or remove approvals of suppliers based on our criteria for approving suppliers, inspections and performance reviews. You may request in writing our approval of additional suppliers. We will provide You with written notification of the approval or disapproval of any supplier You propose within 30 days after receipt of Your request. For this approval or disapproval, we may charge You a fee.

Currently, we recommend that You obtain branded proprietary merchandise and supplies from approved vendors identified in our manuals, if any.

None of our officers owns an interest in any approved supplier, other than ownership of FinTech Consulting, LLC. Other than FinTech Consulting, LLC, we and our affiliates do not currently receive payments from any designated suppliers based on purchases by You or other franchisees. However, the franchise agreement does not prohibit us from doing so with other suppliers.

We may negotiate purchase arrangements with suppliers for the benefit of our franchisees and will notify You in writing of these arrangements. We do not provide any benefits or otherwise discriminate against You based on Your use of any particular approved supplier.

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists Your Operating Principal obligations under the franchise and other agreements. It will help You find more detailed information about Your obligations in these agreements and in other items of this Franchise Disclosure Document.

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Not Applicable	
b. Pre-opening purchases/leases	Sections 6.2 and 7.2	Items 5 and 7
c. Site development and other pre-opening requirements	Section 7.2	Items 7 & 11
d. Initial and ongoing training	Section 5.2	Items 11
e. Opening	Sections 7.2	Items 6 & 7
f. Fees	Section 6	Items 5, 6 & 7
g. Compliance with standards and policies/ Operations Manual	Sections 5.4, 5.8, 7.1 and 7.2	Items 11
h. Trademarks and proprietary information	Section 8.1	Items 13 & 14
i. Restrictions on products/services offered	Sections 5.8 and 7.2.2	Items 8 & 16
j. Warranty and customer service requirements	Not Applicable	
k. Territorial development & sales quotas	Not Applicable	
l. Ongoing products/service purchases	Section 7.2.2	Items 8 & 16
m. Maintenance appearing and remodeling requirements	Section 7.2.5	Items 11
n. Insurance	Section 7.6	Items 7
o. Advertising	Sections 5.7, 7.1 and 7.4	Items 6, & & 11
p. Indemnification	Section 8.5	Items 6, 13 & 14
q. Owner's participation/management/staffing	Section 7.3	Items 11 & 15
r. Records and reports	Sections 7.2.3 and 7.5	Items 6
s. Inspections and audits	Sections 6.7 and 7.2.3	Items 6 & 11
t. Transfer	Sections 3.23, 6.10, and 9	Items 17
u. Renewal	Section 4.5	Items 17
v. Post-termination obligations	Section 10.3	Items 17
w. Non-competition covenants	Sections 8.6 and 10.3	Items 17
x. Dispute resolution	Section 11	Items 17

ITEM 10 **FINANCING**

We do not offer direct or indirect financing. We do not guarantee Your note, lease or any of Your obligations.

ITEM 11 **FRANCHISOR'S ASSISTANCE, ADVERTISING,** **COMPUTER SYSTEMS AND TRAINING**

Except as listed below, ApTask Workforce, LLC is not required to provide You with any assistance.

Pre-Opening Obligations

Before You open Your ApTask Business, we (or our designee) will provide the following assistance and services to you:

- (1) We will provide You a list of specifications and approved suppliers for items necessary to open Your ApTask Business (See Section 5.8 of the Franchise Agreement). There are no designated or approved locations, and you are free to operate from anywhere convenient to you. We provide the ApTask software to you. Otherwise, we do not provide any items directly; rather, we provide the names of approved suppliers, if any. We do not deliver or install these items;
- (2) Loan You one (1) copy of the Confidential Operations Manual. The Confidential Operations Manual contains approximately 35 pages. The table of contents for the Confidential Operations Manual is attached to this Franchise Disclosure Document as Exhibit D (See Section 5.4 of the Franchise Agreement);
- (3) Provide an initial training program ("Initial Training Program") as described below (See Section 5.2.1 of the Franchise Agreement).

Ongoing Training

During the operation of Your business:

- (1) We will act as the legal employer of the candidates You place (except for (i) Direct Hire, who immediately become employees of the client, and (ii) Candidates who operate as Independent Contractors instead of employees). Accordingly, ApTask (or its affiliate) will manage payroll, taxes, and other obligations of employment (See Section 5.5 of the Franchise Agreement);
- (2) We (or our affiliate) will collect all payments from Clients and remit payment to You after deducting the Royalty Fee, Payroll Fee and any other fees described in Section 6 of this Franchise Disclosure Document and the Franchise Agreement. If a client fails

to pay, we have sole discretion over whether or not to pursue collection actions and in what manner (See Section 5.6 of the Franchise Agreement);

- (3) If You request, we may, at our sole discretion, provide advice to You (by telephone or electronic communication) regarding improving and developing Your business, and resolving operating problems You encounter. If we provide in-person support in response to Your request, we may charge a fee (currently \$600 per person per day) plus any out-of-pocket expenses, such as travel, lodging and meals for our employees providing on-site support (See Section 5.3 of the Franchise Agreement);
- (4) Upon Your request, we will advise You regarding market rates for various staffing roles. We have the right to establish minimum margins and/or minimum fees You charge. For temporary placements, You must have a Gross Margin (i.e. Bill Rate minus (Pay Rate and Payroll Fee)) of at least thirty-two percent (32%). For Direct Hires that You place, we currently require that the Client pays ApTask at least twelve percent (12%) of the candidate's salary. (See Section 5 of the Franchise Agreement);
- (5) We will provide You our recommended procedures for administration, bookkeeping and accounting. We may make any such procedure part of required (and not merely recommended) procedures for our System (See Section 5 of the Franchise Agreement);
- (6) We will administer a Marketing Fund if we create one (See Section 7.4.1 of the Franchise Agreement);
- (7) We will maintain a website for the ApTask brand, which may include Your business information and telephone number (See Section 7.4.2 of the Franchise Agreement);
- (8) If You request, we will act as the employer of persons engaged for Your ApTask Business, including paying payroll taxes and managing other obligations (See Section 5.5.2 of the Franchise Agreement). You will pay us the Payroll Fee described in Item 6 of this Franchise Disclosure Document for those services.

Advertising and Promotion

Advertising and Promotional Fund

If we create a Marketing Fund, You and all other franchisees must contribute two (2%) of Your Gross Billings per month. All franchisees contribute the same percentage. Any outlets that we operate also contribute to the Marketing Fund on the same basis. We will administer the fund. The fund will not be audited. We will make unaudited annual financial statements available to You upon request. If not all marketing funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year. If created, the Marketing Fund will pay for the brand website we currently maintain. We are not required to use any portion of the Marketing Fund in your Territory. If and when formed, we intend to use in-house and regional advertising agencies.

If created, the Marketing Fund will promote the services of the System. We will administer the Marketing Fund and all programs that the Marketing Fund finances. We will use the Marketing Fund for public relationship and the development and placement of print, electronic media and web-based advertising. We will not use the Marketing Fund to solicit prospective franchisees, but we may use the Marketing Fund to develop a website and social media platforms. We may use an outside advertising agency to create and place advertising, and handle public relations. The Marketing Fund will advertise locally, regionally and nationally, as we decide in our sole discretion, to promote the System.

We have no other obligations to conduct advertising; however, subject to our brand standards, you may use your owner advertising materials.

We do not currently have a Franchisee Advisory Council.

We do not have any local or regional advertising cooperatives, we do not anticipate having any, and you are not required to participate in any such local or regional advertising cooperatives.

System Website

At our option, we may establish one or more websites to advertise, market and promote the System and the franchise opportunity. We currently maintain the website <http://www.ApTask.com/>; however, we are not obligated to continue maintaining that website, and are not barred from (or required to) creating additional websites. In any website now in existence or hereinafter created, we may provide You with a listing for Your location, or a web page to promote Your business, in our sole discretion, if You provide us with the information that we request to develop Your web page. Our system standard will apply to any website advertising. We may provide a secure intranet for our franchisees, but do not currently have one.

Computer System and Internet Access

You must obtain the computer system that we specify from any vendor You choose. You are required to have a computer system and internet access. You must purchase the ApTask Software system. Our system includes JobDiva (a customer relationship management (“CRM”) system for the staffing industry), Office 365 email, VOIP, and other tools. These systems will generate or store data regarding clients, job candidates, finances and analytics. Your computer must be in good repair with sufficient memory to carry out ordinary business functions as provided in the Manual. With the exception of ApTask Software, any maintenance, repair or updates due to the computer system are the responsibility of You (See Section 7.2 of the Franchise Agreement).

We estimate that Your computer will cost between \$0 (if You currently own a computer) and \$1000 to purchase. Our software system is \$1,000 per user for Your first year, and then \$500 per user per year thereafter.

You must have broad-band Internet access (DSL or cable modem), which will permit You to use web-based technology, gather information, exchange ideas and transfer data. You may use any independent Internet Service Provider of Your choosing that provides broad-band access. You must maintain a functioning email address so that we can communicate with You electronically.

We will have unlimited, independent access to Your client and operating data upon written demand.

We may upgrade our minimum computer system requirements at any time in order to keep pace with technology. There are no contractual limitations on the frequency or cost of this obligation. If we modify or impose a requirement, we will notify You in our manuals or other written communications, and will give You a reasonable time in which to comply at Your expense. We estimate that the cost of upgrading and replacing a computer system could be from \$0 to \$600 annually.

We may assist You in obtaining the computer system and related services, but we are not obligated to do so. We may, in the future, designate an approved supplier for computer components.

Unless we expressly provide otherwise in writing, we do not warranty any required computer hardware or software, and we disclaim all implied warranties to the extent permitted by law. Neither we nor any affiliate is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of Your computer system. You should determine for Yourself whether or not any third-party supplier from whom You purchase any component of Your computer system is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of Your computer system, and determine the additional cost for the services.

Manuals

After You sign Your franchise agreement, during initial training, we will give You electronic access to or lend You a paper or read-only disk copy of a single copy of our manuals. The manuals contain proprietary information, and You must keep this information confidential as described in Item 14.

As of December 31, 2023, our Operating Manual contains 35 pages.

INITIAL TRAINING PROGRAM

You will receive the following training before You open Your ApTask Business:

Subject	Hours of Classroom Training	Hours of Training On-Site	Location
ApTask Systems	5	0	Online
ApTask Software	5	0	Online

Taj Haslani currently supervises the initial training, and training will be conducted by representatives from JobDiva (our required software for customer relationship management). Mr. Haslani has 19 years of experience in our industry, and 7 years of experience with us or our affiliates. We expect that JobDiva's representatives will have at least one (1) year of experience in their industry, but we do not control the minimum experience of JobDiva's representatives.

The hours devoted to each subject are estimates only and may vary substantially based on how quickly trainees grasp the material, their prior experience with the subject, and scheduling. We will use our manual as the basis for instruction during initial training. Initial training will generally last one (1) to two (2) days. Currently, we plan to offer initial training as often as needed, in accordance with the needs of new franchisees. Training will primarily be done online, and the instruction materials consist of online learning systems.

If You are an individual, You must attend and complete our initial training program to our satisfaction. If You are a legal entity, Your operating principal must attend and successfully complete initial training.

We do not currently conduct, but may in the future, regional and/or national conferences. If and when we do, You (or Your operating principal) must attend a regional or national conference, which shall not occur more than one time per year. At our option, we may charge You a conference fee or a proportionate share of our out-of-pocket costs for each annual conference.

You (or Your operating principal) must attend any refresher or follow-up training that we designate. We will not charge You a fee for this training, however, You may incur out-of-pocket costs in attending same.

Training for employees is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for replacement managers will occur at a time we schedule on a space-available basis, and may not be available immediately after the employee is hired. You will be responsible for all expenses incurred by You and Your employees in connection with attending all training programs, including the cost of transportation, lodging, meals, and wages.

Training for transferees of Your franchised business is required and provided on the same terms as the initial training provided to you, except that there may be a fee. Training for transferees will occur at a time we schedule on a space-available basis, but must be completed before the transfer takes place.

You must pay travel, lodging and meal expenses for trainees and any compensation or benefits due trainees during initial training, or during any regional or national conferences, or any additional or refresher training.

ITEM 12

TERRITORY

We anticipate that You will manage Your ApTask Business from Your home or from a small office setting. We do not restrict where Your office can be located, nor do You receive a specific territory.

You may relocate Your ApTask Business headquarters after giving us prior notice. It is the nature of our system that a franchisee operates a single, unlimited territory business; therefore, we do not have systems for You to establish additional outlets.

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those You will offer. However, the franchise agreement does not prohibit us from doing so.

ITEM 13

TRADEMARKS

We grant You the non-exclusive right and obligation to use the trademark, service mark and trade name ApTask, and other trademarks, service marks, trade names, logos, trade dresses, and commercial symbols (“trademarks”) that we make available to you, for providing services and products under the System at Your ApTask Business.

You may not use any of our trademarks as part of any legal entity name, website address, email address, domain name or other identification in any print, electronic or other medium, or with any prefix, suffix or other modifying word, term, symbol or design. You may not use our trademarks for the sale of unauthorized services or products or in any manner we have not authorized in writing. All rights in and goodwill from the use of our trademarks accrue solely to us.

The trademark below is owned by our affiliate, FinTech Consulting, LLC. If our right to use the trademark is challenged, You may have to change to an alternative trademark, which may increase Your expenses. We intend to file Section 8 or 15 affidavits for each registration that we may own in the future when it is due, and intend to renew any registrations we own. Our affiliate, ApTask, LLC, owns the following trademark that is registered on the Principal Register of the United States Patent and Trademark Office (“USPTO”):

Mark	Registration Number	Registration Date
	5131780	January 31, 2017

Determinations

There are no currently effective material determinations of the USPTO, any Trademark Trial and Appeal Board, any state trademark administrator or any court, nor are there any pending interference, infringement, opposition or cancellation proceedings or material litigation, involving any of the trademarks in any manner that is material to the franchised business. There are no decided infringement, cancellation or opposition proceedings in which we unsuccessfully fought to prevent registration of another trademark to protect the trademark.

Agreements

Our right to use and license others to use the Marks is exercised pursuant to a ninety-nine (99) year intellectual property license agreement with our affiliate, FinTech Consulting, LLC (the “IP Agreement”), which, if not renewed, ends on June 6, 2116, and which can be terminated upon thirty-days’ notice for a material breach. Under the IP Agreement, we are granted the right to use and to permit others to use the Marks. We have the right to license the use of the registered trademark to You for the term of the Franchise Agreement, including any extensions or renewals.

Protection of Rights

We will control any administrative proceedings or litigation involving the trademarks. You must notify us promptly of any use by any person or legal entity other than us or our franchisees, of any of our trademarks or any variation of any of our trademarks. We will decide the actions to be taken against the use of any of our trademarks by any persons or legal entities other than us or our franchisees. Our current intent is to take strong and progressive actions (that may include bringing litigation) against that use. Any actions that we take will be at our expense.

You must notify us promptly of any litigation brought against You involving any of our trademarks, and You must deliver to us copies of any documents for the litigation that we request. We will decide whether to settle or defend any trademark litigation brought against you. If we decide to take either action, we will do so at our expense, but You must cooperate with us. If we decide not to defend or settle any trademark litigation brought against you, You must defend or settle the litigation at Your expense.

Because Your telephone listings and email addresses will be associated with our trademarks, we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listings will inure to our benefit.

We may acquire or develop additional trademarks, and may use those trademarks ourselves, make those trademarks available for use by You and other ApTask franchisees or make those trademarks available for use by other persons or entities. You may not directly or indirectly contest our rights in our trademarks.

We may require You to use and display a notice in a form we approve that You are a franchisee under the System using the trademarks under a franchise agreement.

Modification of Trademarks

We may require You to modify or use a substitute for any trademark. If we do, we will allow You sufficient time to make the change in a cost effective matter, but You must pay Your cost of compliance.

Superior Prior Rights or Infringing Uses

We do not know of any superior prior rights or infringing uses that could materially affect Your use of the trademark.

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

Patents

No patents are material to the franchise.

Copyrights

We have not registered any copyrights with the United States Copyright Office (Library of Congress), but various marketing, sales, training, management and other materials that we have created are and will be protected under the U.S. Copyright Act, whether or not we have obtained registrations. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for the purpose of promoting Your franchised business.

There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court, nor are there any pending infringement, opposition or cancellation proceedings or material litigation, involving the copyrighted materials that are relevant to their use by our franchisees.

There are no agreements currently in effect that significantly limit our right to use or license the use of our copyrighted materials in any manner material to the franchise. All of the provisions in Item 13 under the heading “Protection of Rights” also apply to copyrights; provided, however, that You must modify or discontinue use of any subject matter covered by a copyright if directed by us.

We do not know of any superior rights in or any infringing uses of our copyrighted materials that could materially affect Your use of the copyrighted materials.

Proprietary Information

We have proprietary, copyrighted manuals that include guidelines, standards and policies for the operation of Your business, and other proprietary, copyrighted materials. Item 11 describes the manuals and the manner in which You may use them. All proprietary manuals and materials

provided to You are for Your exclusive use during the term of the franchise, and may not be reproduced, copied, loaned to, used by or shown to any person outside the System without our permission.

Each employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of the System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with Your business and other franchisees' businesses. Each of these persons must sign the confidentiality agreement (see Exhibit C to the Franchise Agreement), before You grant him or her access to our manuals or any other confidential information.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE

ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We strongly believe that the success of Your franchised business will depend to a large extent on Your personal and continued efforts, supervision and attention. If You are an individual, You must personally manage the franchised business at all times. You must also attend and successfully complete initial training.

If You are a legal entity, You must designate a managing shareholder, partner, or member ("Operating Principal"). If You are a legal entity, Your Operating Principal must personally manage the franchised business at all times. Your Operating Principal must also attend and successfully complete initial training.

Any employees must attend and successfully complete initial training. Each employee, independent contractor, or other person attending initial training must sign an agreement in which he or she agrees to the confidentiality of System, agrees not to use any information about the system for his or her own benefit, and agrees not to compete in certain respects with Your business and other franchisees' businesses. Each of these persons must sign the confidentiality agreement (see Exhibit E to the Franchise Agreement), before You grant him or her access to our manuals or any other confidential information.

If You are a legal entity, each shareholder, principal officer, partner, or member must personally guarantee Your obligations under the franchise agreement and also agree to be personally bound by, and personally liable for breach of, the franchise agreement (see Exhibit B to the Franchise Agreement).

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the agreements attached to this Franchise Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	Section 4.5.1	Ten (10) years from the Effective Date of the Franchise Agreement.
b. Renewal or extension of the term	Section 4.5.2	If You are in good standing, and have met the conditions set forth in row (c), below, You have the right to renew the Franchise Agreement for two (2) successive ten (10) year terms.
c. Requirements for You to renew or extend	Section 4.5.2	Good standing; timely advance notice; pay any then-current renewal fee; sign new franchise agreement that may contain materially different terms and conditions than the Franchise Agreement in this Disclosure Document; sign release; and modernize ApTask Business to meet then-current standards.
d. Termination by you	Not Applicable	
e. Termination by us without cause	Not Applicable	
f. Termination by us with cause	Section 10.2	We can terminate only if You default.
g. "Cause" defined – curable defaults	Section 10.2.2	You have 30 days to cure noticed curable defaults other than for non-payment of fees. You have five (5) days to cure non-payment of fees or to correct any failure to comply with an ApTask system or standard.

h. “Cause” defined – non-curable defaults	Section 10.2.1	Non-curable defaults include misuse of trademarks; breach of non-competition; unauthorized assignment or transfer of any rights of the Franchise Agreement; material misrepresentation; lack of prior consent when required; abandonment; repeated defaults even if cured; threat to public health or safety; bankruptcy; plead guilty or no contest to or conviction of a felony. The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 1101, <i>et seq.</i>).
i. You obligations on expiration, termination or non-renewal	Section 10.3	Obligations include final accounting, complete de-identification, and our option to purchase assets. See row (r) below.
j. Our transfer of franchise agreement	Section 9.1	No restriction on our right to assign.
k. “Transfer” by You – definition	Section 9.2	Includes transfer of contract or assets, or any change of ownership.
l. Our approval of Your transfer	Section 9.3	We have the right to approve all transfers.
m. Conditions for our approval of transfer	Section 9.3	New franchisee qualifies, payment of all of Your outstanding debts to us, cure of any defaults, then-current agreement signed by new franchisee or assumption of existing agreement; transfer fee paid; training completed; and release signed by You and Your Related Parties.
n. Our right of first refusal to acquire Your business	Section 9.4	We or our designee can match any offer for Your business.
o. Our option to purchase Your business	Section 9.4	We or our designee may, but are not required to, purchase Your business assets.
p. You death or disability	Section 9.5	Franchise must be assigned by estate to approved buyer within six (6) months.
q. Non-competition covenants during the term of the franchise	Section 8.6.1	No competing business during the Term.
r. Non-competition covenants after the franchise expires, is terminated, or is not renewed	Sections 8.6.2 and 10.3	No competing business for two (2) years.

s. Modification of the franchise agreement	Section 11.4	No modification, generally, unless on consent of both parties, but Operations Manual and Payroll Fee subject to change.
t. Integration/merger clause	Section 11.6	Only the terms of the Franchise Agreement are binding (subject to this Disclosure Document and applicable state law). Any other promises may not be enforceable. ⁽¹⁾
u. Dispute resolution by arbitration or mediation	Sections 11.7, 11.8 and 11.9	Claims must first be mediated prior to arbitration or litigation. Except for certain claims, all disputes must be arbitrated in New Jersey. The arbitration will occur with each respective party paying their own costs.
v. Choice of forum	Section 11.2.2	Superior Court of New Jersey, Middlesex County or United States District Court for the District of New Jersey. (subject to applicable law) ⁽¹⁾
w. Choice of law	Section 11.2.1	New Jersey law applies. (subject to applicable law) ⁽¹⁾

Notes

(1) See State Specific Addenda included as Exhibit G of this Disclosure Document.

ITEM 18 **PUBLIC FIGURES**

We do not use any public figures to promote any ApTask Business.

ITEM 19 **FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet You are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If You are purchasing an existing outlet, however, we may provide You with the actual records of that

outlet. If You receive any other financial performance information or projections of Your future income, You should report it to the franchisor’s management by contacting Taj Haslani, 120 South Wood Avenue, 3rd Floor, Iselin, New Jersey 08830, and 732-355-8000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide ApTask Business Summary for Years 2022 to 2024

ApTask Business Type	Year	ApTask Businesses at Start of Year	ApTask Businesses at End of Year	Net Change
Franchised	2022	3	3	0
	2023	3	3	0
	2024	3	3	0
Company-Owned⁽¹⁾	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total ApTask Businesses	2022	4	4	0
	2023	4	4	0
	2024	4	4	0

Notes:

1. “Company-Owned” refers to the ApTask Business operated by our affiliate, FinTech Consulting, LLC. We also have an affiliate in Pune, India.

Table 2
Transfers of ApTask Businesses From Franchisees to New Owners (Other than Franchisor or an Affiliate) for Years 2022 to 2024

State	Year	Number of Transfers
Total	2022	0
	2023	0
	2024	0

Table 3
Status of Franchised ApTask Businesses for Years 2022 to 2024

State	Year	ApTask Businesses at Start of Year	ApTask Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Cased Operations	ApTask Businesses at End of Year
Connecticut	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
New Jersey	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
Total	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3

Table 4
Status of Company-Owned ApTask Businesses For Years 2021 to 2023

State	Year	ApTask Businesses at Start of Year	ApTask Businesses Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Cased Operations
New Jersey	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
Total	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1

Table 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But ApTask Business Not Opened as of December 31, 2024	Projected New Franchised ApTask Businesses as of December 31, 2024 (in 2025)	Projected New Company-Owned ApTask Businesses as of December 31, 2024 (in 2025)
New Jersey	0	1	0
New York	0	1	0
Total	0	2	0

Exhibit C to this Franchise Disclosure Document contains the names of all current franchisees, and their telephone number and email addresses, as of December 31, 2024. Exhibit C also contains the name, city and state, and any known telephone number of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during our most recently completed fiscal year, or who has not communicated with within 10 weeks of the issuance date of this disclosure document.

We are not selling a previously-owned franchised outlet now under our control.

If You buy a franchise from us, Your contact information may be disclosed to other buyers when You leave the system.

During the last 3 fiscal years, no current or former franchisees have signed confidentiality clauses with us that would restrict them from speaking openly with You about their experience with us.

There are no trademark-specific franchisee organizations associated with our franchise system.

ITEM 21 **FINANCIAL STATEMENTS**

Exhibit B to this Franchise Disclosure Document includes our audited financial statements, dated December 31, 2024, December 31, 2023, and December 31, 2022. Our fiscal year ends on December 31.

ITEM 22 **CONTRACTS**

Copies of all proposed agreements regarding the ApTask franchise offering are included in Exhibit A. These include:

ApTask Franchise Agreement and the following exhibits:

- Exhibit A – Franchise Data Sheet
- Exhibit B – Statement of Ownership
- Exhibit C – Principal Owner’s Guaranty
- Exhibit D – Sample Release Agreement,
Waiver and Release of Claims
- Exhibit E – Nondisclosure, Nonsolicitation and
Noncompetition Agreement
- Exhibit F – Sample Confidentiality Agreement
- Exhibit G – Sample Approval of Requested Assignment

ITEM 23 **RECEIPTS**

Exhibit H to this Franchise Disclosure Document includes detachable documents acknowledging Your receipt of this disclosure document. Please sign one (1) copy of the receipt and return it to us at the following address:

Taj Haslani
120 South Wood Avenue, 3rd Floor
Iselin, New Jersey 08830
Email: franchise@ApTask.com

The duplicate receipt is for Your records.

**EXHIBIT A TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT**

APTASK FRANCHISE AGREEMENT



SUMMARY PAGE

- | | |
|---------------------------------|-------|
| 1. Franchisee | _____ |
| 2. Effective Date | _____ |
| 3. Initial Franchise Fee | \$1 |
| 4. Business Location | _____ |
| 5. Opening Deadline | _____ |
| 6. Principal Executive | _____ |
| 7. Franchisee's Address | _____ |

APTASK FRANCHISE AGREEMENT

1. PARTIES

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into on this _____ day of _____, 20__ (the “Effective Date”), by and between ApTask Workforce, LLC, a Delaware limited liability company, with its principal place of business at 120 South Wood Avenue, 3rd Floor, Iselin, New Jersey 08830 (“ApTask”, “Franchisor”, “we”, “us”, or “our”), and _____, located at _____ (collectively, “You” or “Franchisee”).

2. RECITALS

2.1 Ownership of the System

ApTask has the right to license You certain intellectual property rights, trade names, service marks, trademarks, logos, emblems, and indicia of origin, including, but not limited to, the ApTask trademarks, and the word “ApTask.” ApTask has spent a considerable amount of time, effort, and money to construct and continues to develop use and control business methods, technical knowledge, marketing concepts, trade secrets, purchasing arrangements, commercial ideas, advertising materials, marketing strategies, information on sources of supply, administrative procedures, business forms, distinctive signs, trade dress, architectural designs and uniforms, and employee training techniques that, taken together, make up a proprietary system for the operation of a temporary employee staffing and placement service (the “System”).

2.2 Objectives of Parties

You desire to enter into the business of operating an ApTask Business under the System using the Trade Name and Marks (as those are defined in Sections 3.25 and 3.17, below), and You wish to obtain from ApTask, and ApTask wishes to grant to You, a franchise for that purpose.

3. DEFINITIONS

3.1 Advertising Fund

“Advertising Fund” or “Ad Fund” means a fund that may be established by ApTask for purposes of increasing brand awareness and national advertising.

3.2 Approved Location

“Approved Location” means the street address of the primary location approved in writing by ApTask intended to be the base of operation You will operate from under this Agreement, which shall be set forth on the Summary Page to this Agreement.

3.3 ApTask

“ApTask” means ApTask Workforce, LLC or any person or entity to which ApTask allocates all or part of its rights and obligations under this Agreement, including its affiliate, FinTech Consulting, LLC.

3.4 ApTask Business

“ApTask Business” or the “Franchise Business” or the “Business” means the business that ApTask authorizes You to conduct under the Trade Name, Marks, and System under this Agreement.

3.5 Bill Rate

“Bill Rate” means the rate (hourly or otherwise) set by the Client, payable to ApTask.

3.6 Candidate

“Candidate” means the person placed by You with a Client (as defined below) for a temporary or permanent staffing position.

3.7 Client

“Client” means the business for which a Candidate performs services.

3.8 Direct Hire

“Direct Hire” means placing a Candidate with a Client for a position where the Client hires the Candidate directly, rather than ApTask (or its affiliate) being the employer.

3.9 Direct Hire Fee

“Direct Hire Fee” means the fee paid by You for processing a Direct Hire. The Direct Hire Fee is currently ten percent (10%) of Gross Billings for a particular Candidate, but is subject to change.

3.10 Exclusive Clients

“Exclusive Clients” means the clients listed on Exhibit H to this Agreement, as modified, with ApTask’s express written consent, from time-to-time.

3.11 Existing Account Fee

“Existing Account Fee” means the fee paid by You if we, or our affiliates, or another franchisee in the Franchise Network, has an existing relationship with a client. The Existing Account Fee is presently five percent (5%), but is subject to change. Conversely, if You have an existing relationship with a Client and we, our affiliate or another franchisee in the Franchise Network

places a candidate with that Client, You will receive two-and-a-half percent (2.5%) of Gross Billings paid by that Client, but this is subject to change.

3.12 Franchise Network

“Franchise Network” means the interdependent network composed of ApTask franchises, all ApTask franchisees, ApTask’s Related Parties, any other persons or business entities that ApTask has licensed to use the Trade Name, Marks, System, or any of them.

3.13 Good Standing

“Good Standing” means timely compliance by You and Your Related Parties with all provisions of this Agreement, the Manual, and the System.

3.14 Gross Billings

“Gross Billings” means the total dollar amount of all billings and other revenue generated through the ApTask franchised business for a given period, net of any applicable fees and discounts. In the event of any dispute regarding the amount of Gross Billings, ApTask has the sole right to determine the amount.

3.15 Gross Margin

“Gross Margin” means the Bill Rate for a particular engagement less the sum of (i) the Pay Rate (as defined below) of the employee or independent contractor and (ii) the Payroll Fee (as defined below).

3.16 Manual

“Manual” means the confidential Operations Manual and all other manuals that ApTask will lend to You, or authorize You to use, during the term of this Agreement and that contains information, forms and requirements for the establishment and operation of the ApTask Business, and for use of ApTask’s Trade Name and Marks, along with communications from ApTask to You, including, but not limited to, bulletins, e-mails, and text messages.

3.17 Marks

“Marks” means selected trademarks, service marks, trade dress, logotypes, slogans and other commercial symbols licensed by ApTask to You under this Agreement.

3.18 Pay Rate

“Pay Rate” means the amount paid by ApTask to the Candidate for a particular engagement. The Pay Rate will enclose all costs associated with a particular Candidate, including vacation pay, sick time, immigration expenses, and other costs, as applicable.

3.19 Payroll Fee

“Payroll Fee” means the fee paid to ApTask, by you, for processing a Candidate’s payroll. The rates are presently twenty percent (20%) for a W-2 employee Candidate and ten percent (10%) for an Independent Contractor Candidate, but are subject to change. The Payroll Fee is set based on the Pay Rate.

3.20 Proprietary Service

“Proprietary Service” means any product or service that is composed of or in accordance with ApTask’s specifications or that bears or has been labeled with any of the Marks.

3.21 Operations Fee

“Operations Fee” means a percentage of Gross Margin payable to ApTask (or its designee). The Operations Fee is currently thirty percent (40%) of the Gross Margin, but this is subject to change.

3.22 Related Party

“Related Party” or “Related Parties” means persons and companies affiliated with ApTask or You, as the context indicates, including, but not limited to, owners (as defined herein), general partners, limited partners, shareholders, or members, owning an interest in (i) ApTask or in You (ii) corporations or limited liability companies in which ApTask or You have an interest, (iii) corporations or limited liability companies in which any person or entity owning an interest in You also has an interest, or (iv) officers, directors, members or agents of ApTask or of You.

3.23 Transfer

“Transfer” means any direct or indirect transfer, pledge, encumbrance, sale, gift, hypothecation, mortgage, sublicense, transfer through bequest or inheritance, transfer in trust divorce or by operation of law or by any other means, or disposition of (i) any of the rights granted under this Agreement (ii) any part of this Agreement, (iii) any rights or privileges incidental to this Agreement, (iv) the ApTask Business or any interest therein, or (v) any ownership interest in you, including, without limitation, any arrangement whereby You sell or pledge accounts receivable or any other assets of the Franchised Business (each a ‘Transfer’). Without limiting the foregoing the term, “Transfer” includes any sale, resale, pledge, encumbrance, transfer or assignment of: (a) any fractional partnership ownership interest if You are a partnership (b) any membership interest in You if You are a limited liability company and (c) any beneficial or economic ownership interest in you, any transfer of any fractional portion of Your voting stock, or any increase in the number of outstanding shares of Your voting stock which results in a change of ownership, if You are a corporation.

3.24 Termination

“Termination” means the expiration of the Term of this Agreement, the non-renewal of this Agreement, or the termination of this Agreement under the circumstances described in Section 10 of this Agreement before the expiration of the Term.

3.25 Trade Name

“Trade Name” means the commercial name ApTask.

3.26 You

“You” means the person or entity that is named as “You” in Section 1 of this Agreement. In addition, “You” means all persons or entities that succeed to Your interest by Transfer, other transfer, or operation of law.

NOW, THEREFORE, the parties agree as follows:

4. GRANT OF FRANCHISE

4.1 Granting Clause

ApTask grants to You the right and You hereby undertake the obligation upon the terms and conditions set forth in this Agreement: (a) to establish the ApTask Business at the Approved Location that includes the provision of such products and services as designated by ApTask, and (b) to use solely in connection therewith the Trade Name, Marks, and System, as they may be changed, improved and further developed from time to time. You shall not engage in any other business at the Approved Location without the prior written consent of ApTask.

4.2 No Territory

You acknowledge that You do not receive any exclusive or non-exclusive territory in which to operate the ApTask Business.

4.3 Exclusive Clients

You will provide ApTask with a list of five (5) “Exclusive Clients” when You sign Your Franchise Agreement. If You receive a Master Services Agreement (“MSA”) from a Client business listed on your Exclusive Clients list, that Client will remain Your “Exclusive Client” for the remainder of the term of the Franchise Agreement, or the length of the MSA, whichever is shorter. You may remove any Client from Your Exclusive Client List at any time. Your list of Exclusive Clients will automatically renew, as-is, every three (3) months, unless a change is made by ApTask, which ApTask may do in its sole and absolute discretion, unless You have a MSA for a particular client on Your list of Exclusive Clients.

Subject to the Existing Account Fee, You may work with any other Client so long as they are not Exclusive Clients of another franchisee within the Franchise Network. You will not unreasonably withhold your consent for another Franchisee, or ApTask or an Affiliate, to work with one of your existing clients. ApTask and its Affiliates, however, have sole discretion over whether to permit You or another Franchisee to work with clients of ApTask or its Affiliates, or another Franchisee. You must submit names of any potential Client to ApTask in advance prior to engaging said Client.

4.4 Rights Reserved

ApTask retains all rights that are not expressly granted to You under this Agreement. Without limiting this broad retention, and without granting You any rights therein, ApTask shall have the right to:

- (a) Offer ApTask franchises to others for any site regardless of how close the site is to Your Approved Location;
- (b) Develop, operate, and franchise others to operate, any business concept, including an ApTask Business at any place, including at or near the Approved Location, and use the Marks or any other trademarks owned, licensed, or developed by ApTask or its Affiliates in connection with those concepts, even if such concepts sell products and services similar to, the same as or competitive with, the Proprietary Services;
- (c) In its sole discretion, approve or disprove other franchisees' requests to purchase local advertising that penetrates Your Approved Location; and
- (d) Merge with, acquire or be acquired by, any business of any kind under other systems and/or other marks, which business may offer, sell, operate or distribute and/or license others to offer, sell, operate and distribute goods and services through franchised or non-franchised businesses, at wholesale or retail.

4.5 Term and Renewal

4.5.1. Initial Term

Except as otherwise provided herein, the initial term of this Agreement shall commence on the Effective Date and shall expire on the date that is ten (10) years from the Effective Date (the "Term Expiration Date").

4.5.2. Renewal

You shall have the option to renew this Agreement for up to two (2) successive renewal terms (each a "Renewal Term"), with each such Renewal Term being for a period of ten (10) years, subject to Your satisfaction of the following conditions, all of which shall be met before each renewal:

- (a) You and Your Related Parties are in Good Standing under this Agreement any other Agreement between ApTask and You, and You and Your Related Parties are in compliance with the Manual;
- (b) You shall give ApTask written notice of Your election to renew not less than six (6) months nor more than twelve (12) months prior to the end of the then-current term;
- (c) You and any Related Parties that have signed this Agreement shall have signed a copy of the then-current Franchise Agreement (except with respect to the renewal provisions thereof, which shall not supersede this Section 4.5.2) not less than thirty (30) days before the expiration of the then-current term, or thirty (30) days after You receive a signature-ready copy of the then-current Franchise Agreement from ApTask, whichever is later;
- (d) You shall have, before the beginning of the renewal term, at Your own expense, modernized the ApTask Business and replaced and modernized the equipment, and the signs used in the ApTask Business as ApTask may require, in order for the ApTask Business to meet the then-current standards of appearance and function at the time of renewal, if any; and
- (e) You and Your Related Parties that are parties to this Agreement shall have executed a general release, in a form satisfactory to ApTask, of any and all claims against ApTask and its Related Parties affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees, in their corporate and individual capacities, including, without limitation, claims arising under this Agreement, any other agreement between You and ApTask or its affiliates, and federal, state, and local laws and rules.

The provisions of the standard franchise agreement in use by ApTask at the time of renewal may be materially different than those contained in this Agreement, including, but not limited to, provisions for increased royalties, advertising, and other fees. You hereby acknowledge and agree that Your right to renew this Agreement shall be contingent upon Your execution of the then-current form of franchise agreement and acceptance of the new provisions.

5. SERVICES TO FRANCHISEE

ApTask agrees to perform the following services for You provided that You are, at the time when service is to be rendered, in Good Standing under this Agreement, any other agreement with ApTask, and You are in compliance with the Manual.

5.1 ApTask Software.

ApTask shall make its standard software package available to You.

5.2 Training

5.2.1 Initial Training

Before the opening of Your ApTask Business, ApTask will conduct an initial training program concerning the operation of the ApTask Business under the ApTask System for You or Your Operating Principal (if You are a corporate entity) at no additional charge. You or Your Operating Principal (if You are a corporate entity) shall attend and successfully complete the initial training program to the satisfaction of ApTask before You may open the ApTask Business.

5.2.2 Continuing Training

In an effort to maintain brand standards and to protect and enhance the goodwill associated with the System and the Marks, ApTask may offer ongoing training or education programs on matters related to the operation or promotion of the ApTask Business on an optional and/or mandatory basis, as it deems appropriate, in its sole discretion. You shall attend and complete all such continuing education programs ApTask requires. You shall be responsible for Your own expenses (and those of Your employees or other persons who attend on Your behalf, if any) any such training and/or education programs. ApTask may also require You to pay a fee for continuing training and education programs, plus an administrative fee. You must complete all education, training programs and/or requirements ApTask designates to ApTask's satisfaction. ApTask's determination of Your satisfaction of all education and training programs and/or requirements shall be at ApTask's sole and absolute discretion.

5.2.3 Annual Conference

ApTask may, in its sole and absolute discretion, require You to attend a mandatory conference on (1) time per calendar year during the Term. You shall attend all such required conferences. You are responsible for Your own expenses and those of Your employees and/or persons who attend any such conferences on Your behalf. ApTask may require You to pay a reasonable fee to attend each conference.

5.3 Periodic Advisory Assistance

If requested by You, ApTask will, as it deems advisable, provide periodic advisory assistance to You concerning the operation and promotion of the ApTask Business. This may include providing You with recommended prices for staffing services offered by other franchisees within the Franchise Network. This may also include providing You with ApTask's recommended administrative, bookkeeping, accounting, and inventory control procedures. ApTask may make such procedures part of required (and not merely recommended) Proprietary Services.

5.4 Manual

ApTask will lend You a Manual containing explicit instructions for use of the Marks, specifications for goods and services that will be used in or sold by the ApTask Business, sample business forms, information on marketing, management, and administration methods developed

by ApTask for use in the ApTask Business, names of approved suppliers, and other information that ApTask believes may be necessary or helpful to You in Your operation of the ApTask Business. ApTask reserves the right to revise the Manual periodically, at its sole discretion, to conform to the changing needs of the Franchise Network. ApTask will distribute updated pages containing these revisions to You periodically and at a reasonable time from their making. Alternatively, and in lieu of a hard copy of the Manual, ApTask may make available to You a Manual in electronic form that is accessible to you. ApTask will notify You of any updates to the Manual. You shall be responsible for immediately downloading and complying with the revised Manual.

5.5 ApTask as Employer

5.5.1 Employer Obligations

ApTask or its affiliate will act as the legal employer of the Candidates places by You with Clients (except for (i) Direct Hires and (ii) Candidates who operate as Independent Contractors instead of employees), including managing payroll, taxes, and other obligations of employment.

5.5.2 Employment Services

If requested by You, ApTask (or its affiliate) will act as the legal employer of persons engaged by You in Your ApTask Business. You shall pay the Payroll Fee for such services.

5.6 Collections from Clients

ApTask or its affiliate will manage collections of payment from Clients. ApTask will deduct all fees and amounts owed by You to ApTask, and then remit payment to You by the twenty-fifth (25th) day of the following calendar month. If a Client fails to pay in full, ApTask shall have sole discretion over whether and how to seek payment from the Client. If ApTask incurs any expenses (including attorneys' fees and collection firm fees), ApTask may deduct Your proportionate share thereof before remitting any payment, from the non-paying Client or any other Client, to You.

5.7 Advertising

ApTask may, but is not required to, provide You with electronic access to certain advertising materials, including in PDF format. These materials may include video and audiotapes, copy-ready print advertising materials, posters, banners and miscellaneous point-of-sale items, and may be regional or national at ApTask's sole discretion. Printing of any and all such materials shall be at Your sole cost and expense. ApTask reserves the right to change the format in which it provides these materials to You in the future.

5.8 Approved Suppliers

ApTask has the absolute right to limit the suppliers with whom You may deal. ApTask will provide to You a list of the names and addresses of the approved suppliers who then-currently meet ApTask's standards and specifications in the Manual. ApTask reserves the right to act as the only approved supplier for some or all of the Approved Services and products You will purchase for

Your ApTask Business. ApTask reserves the right to charge a mark-up on any product or service sold to You. In advising You of suppliers who meet its standards and specifications, ApTask expressly disclaims any warranties or representations as to the condition of the goods or services sold by the suppliers, including, without limitation, expressed or implied warranties as to merchantability or fitness for any intended purpose. You agree to look solely to the manufacturer or the supplier of equipment or services for the remedy for any defect in the goods or services. ApTask reserves the right to change the list of approved suppliers from time to time, in its sole and absolute discretion.

ApTask may receive payments and/or other compensation from approved suppliers in any form on account of such suppliers dealing with You and/or other franchisees, and ApTask may use all amounts so received for any purpose ApTask deems appropriate. You acknowledge and agree that ApTask shall have the right to collect and retain all manufacturing allowances, marketing allowances, rebates, credits, monies, payments or benefits (collectively, "Allowances") offered by suppliers to You or to ApTask or its affiliates based upon Your purchases of Proprietary Services, products and other goods and services. You assign to ApTask or its designee all of Your right, title and interest in, and to any and all such Allowances and authorize ApTask or its designee to collect and retain any or all such Allowances without restriction.

ApTask may, from time-to-time, revoke its approval of particular items, services, products or suppliers if ApTask determines, in its sole and absolute discretion. Upon receipt of notice of such revocation, You shall cease to offer, sell or use any disapproved item, products or services and You shall immediately cease to purchase from any disapproved supplier.

6. PAYMENTS BY FRANCHISEE

6.1 Initial Franchise Fee

When You sign this Agreement, You shall pay ApTask in cash or another form of payment that will make the funds immediately accessible to ApTask, such as cashier's check or wire transfer, an initial franchise fee of \$1 (the "Initial Franchise Fee"). The Initial Franchise Fee is not refundable.

6.2 Software Fee

When You sign this Agreement, You shall pay ApTask in cash or another form of payment that will make the funds immediately accessible to ApTask, such as cashier's check or wire transfer, a software fee of \$1,000 per user for one year (the "Initial Software Fee"). The Initial Franchise Fee is not refundable. After the first year following the Effective Date, for each user, an ongoing software fee (currently \$500 per year) will be assessed (the "Ongoing Software Fee"). You acknowledge, the Ongoing Software Fee may be raised in ApTask's sole discretion. You shall use all software directed by ApTask. You acknowledge that (i) ApTask may change or replace any of the software at any time, and (ii) ApTask assumes no liability to You with respect to the software.

6.3 Royalties and Staffing and Placement Fees

You shall be liable to ApTask for the fees described in Exhibit B to this Agreement.

6.4 Method and Application of Payments

ApTask has the right to collect these fees by deducting same from amounts pay by Clients prior to remitting any monies (should they remain) to You, and You expressly authorize ApTask to deduct fees owed by You from amounts collected by ApTask (or its affiliate) from Clients.

At no time will You sell, encumber or assign any of Your revenue stream, which includes, but is not limited to, current or future Client payments, to any other party without the prior written consent of ApTask.

ApTask has the right to apply any payment it receives from You or a Client to any past due amount You owe to ApTask regardless of how You (or the Client) indicate the payment is to be applied. ApTask reserves the right to change the manner in which You pay any and all fees You are required to pay to ApTask, or how it remits monies to You, at any time, at its sole and absolute discretion, upon written notice to you.

6.5 Third-Party Vendors

If ApTask requires You to use a designated third-party vendor, ApTask has the right (but not the obligation) to collect payment on behalf of the Vendor and remit the payment the vendor. If ApTask does so, it may impose a reasonable markup or charge for administering the payment.

6.6 Violation of Exclusivity

If You attempt to collect payment from a Client, directly, or otherwise violate Section 5 of this Agreement, then You shall be liable to ApTask for three (3) times the amount of Gross Billings related to the violation. This amount is intended by the parties as a liquidated damages for the breach, and not as a penalty. This fee is in addition to all other rights and remedies ApTask has under this Agreement and under applicable law, including, without limitation, termination of this Agreement, an award of attorneys' fees and costs, and enforcement of all restrictive covenants.

6.7 Audit

ApTask has the right during normal working hours to audit Your books and records, including Your tax returns with respect to the ApTask Business. If an audit discloses an underpayment of any fees payable under this Agreement, You shall immediately pay these amounts to ApTask, together with accrued interest on the amount underpaid in accordance with Section 6.11 of this Agreement. In addition, if the underpayment exceeds two percent (2%) of the total fees payable for any period covered under the audit, You shall reimburse ApTask for all expenses actually incurred by ApTask in connection with the audit, including reasonable attorneys' fees.

6.8 Training Fees and Costs

ApTask will not charge a fee for the initial training program for You or Your Operating Principal (if You are a corporate entity). ApTask may also charge a training fee for continuing education programs at cost plus an administrative fee determined by ApTask. For all training offered by ApTask, You shall pay any costs of travel, lodging, meals and other incidental expenses that You and Your employees incur. You shall also pay for the cost of business class transportation, lodging, meals, and other incidental expenses incurred by ApTask in connection with any training conducted in Your Approved Territory.

6.9 Consulting Fees and Costs

In addition to the periodic advisory assistance described in Section 5.3, optional consulting services may be made available to You by ApTask on a per day fee basis, at a rate determined by ApTask, plus reimbursement of direct costs. You shall promptly pay such consulting fees and reimburse ApTask for all incidental expenses incurred by ApTask in rendering such consulting services, including, but not limited to, the cost of business class transportation, lodging, meals, and telephone, fax, and courier charges.

6.10 Transfer Fee

You shall pay to ApTask a transfer fee of five percent (5%) of the sale price of Your ApTask business or five thousand dollars (\$5,000), whichever is greater, as a condition of, and prior to, any Transfer.

6.11 Interest on Late Payments

Any payment not received by ApTask when due will bear interest at eighteen percent (18%) per year or at the highest rate allowed by applicable law on the date when payment is due, whichever is less. Interest charges on late payments are intended to partially compensate ApTask for loss of use of the funds and for internal administrative costs resulting from late payment which would otherwise be difficult to measure precisely. The fact that such charges are imposed shall not be construed as a waiver of ApTask's right to timely payment.

6.12 Alternative Supplier Request Fee

If You would like to use alternative supplier for a product or service to be used in Your ApTask Business (except in instances where we have designated a sole supplier of any product, item, good, equipment service or supplies), You must submit an Alternative Supplier Request Form (as set forth in Section 7.2.2) and may be required to pay an Alternative Supplier Request Fee. The current Alternative Supplier Request Fee is one thousand dollars (\$1,000) for each alternative supplier request You submit to Us. If a fee is required, it is due and payable upon submission of an alternative supplier request. It is not refundable under any circumstances, including, not limited to, denial of Your request. We may grant or deny any such request in our sole and absolute discretion.

7. OBLIGATIONS OF FRANCHISEE

7.1 Use of Trade Name and Marks

7.1.1 Permitted Use

You may use the Trade Name and Marks only in the operation of the ApTask Business in accordance with the terms and conditions of this Agreement and subject to the limitations specified by ApTask in the Manual or otherwise in writing. **You shall not, under any circumstances, use the Trade Name or any of the Marks, including “ApTask,” in any manner, in the name of Your corporation, limited liability company, partnership or other legal entity.** You may not license any third-party to use ApTask’s Trade Name and Marks. You may not use the Trade Name or Marks on the internet, in any electronic advertising or social media, including but not limited to on Facebook®, MySpace®, Twitter®, Instagram®, YouTube® or other similar electronic advertising or social media without our prior written consent. You may not use any other trade name or marks at the Approved Location, or in connection with the ApTask Business, without the express written consent and direction of ApTask. You shall refrain from engaging in any action (or failing to take any action) that causes or could cause damage to the Marks, the System, or the goodwill associated with the Marks.

7.1.2 Changes in Trade Names and Marks

ApTask has invested substantial time, energy, and money in the promotion and protection of its Trade Name and Marks as they exist on the Effective Date. However, You and ApTask recognize that rights in intangible property such as the Trade Name and Marks are often difficult to establish and defend, and that changes in the cultural and economic environment within which the System operates or third-party challenges to ApTask rights in the Marks may make changes in the Trade Name and Marks desirable or necessary. ApTask therefore reserves the right to change its Trade Name and Marks (although it has no present intention to do so) and the specifications for each when ApTask believes that such changes will benefit the Franchise Network. ApTask will do this in a manner that minimizes cost to You. You agree that You shall promptly conform, at Your own expense, to any such changes.

7.1.3 Advertising Materials

You agree to submit to ApTask copies of all advertising materials that You propose to use at least two weeks prior the first time they are broadcast and/or published. ApTask will review the materials within a reasonable time and will promptly notify You in writing as to whether it approves or rejects them. ApTask may not withhold its approval unreasonably. For purposes of this paragraph, advertising materials that differ from previously approved materials only in such variables as date or price will be considered to be previously approved. Even if ApTask approves specified materials, it may later withdraw its approval in its sole and absolute discretion, including, without limitation, if it reasonably believes this is necessary to make the advertising conform to changes in the System or to correct unacceptable features of the advertising, including any misrepresentation in the advertising material. Any all costs reasonably related to any advertising materials that are not approved by ApTask shall be borne by You.

7.1.4 Legal Protection

You agree to notify ApTask immediately in writing if You become aware of any unauthorized use of ApTask's Trade Name, Marks, or System. You shall promptly notify ApTask in writing of any claim, demand or suit against You or against Your Operating Principals in connection with Your use of the Trade Name, Marks, or System. In any action or proceeding arising from or in connection with any such claim, demand, or suit, You agree that ApTask may select legal counsel and has the right to control the proceedings. In certain cases, as described in Section 8.5 of this agreement, ApTask will indemnify and hold You harmless.

7.2 Quality Control

7.2.1 Compliance with Manual

You shall operate Your ApTask Business in complete compliance with the standards and specifications, as set forth in the Manual, or otherwise in writing. ApTask may make changes to any of these standards and specifications, at any time, in ApTask's sole and absolute discretion. Such changes may necessitate the purchase of equipment, supplies, furnishings, or other goods, completion of additional training by Your employees, remodeling of the ApTask Business, or other cost to You. You shall promptly conform to the modified standards and specifications at Your own expense. You shall, at all times, keep Your copy of the Manual current (by, for example, inserting in it revised pages given to You by ApTask and deleting superseded pages, or downloading from ApTask's website, the current version of the Manual upon notification of any revision to the Manual). If there is any dispute as to the requirements of the Manual at any point in time, the terms of the master copy of the Manual maintained by ApTask will control.

You shall, at all times treat the Manual, any other manuals created for or approved for use in the operation of the ApTask Business, and the information contained therein as confidential, and shall use all reasonable efforts to maintain such information as secret and confidential. Except for those portions of the Manual that ApTask designates, in writing, as appropriate for copying and use at the ApTask Business, You shall not, at any time, copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any third party without our prior written consent.

7.2.2 Required Products and Services

You must offer all of the products and services we designate. We have the right to modify these items from time to time, at our sole discretion. You may not offer or sell any other product or service without our prior written consent. You must use the proprietary and nonproprietary techniques, materials and supplies we designate in the Manual. You must provide all services (including Proprietary Services) in accordance with the standards and specifications set forth in the Manual. You must, at all times, maintain sufficient staff, materials and supplies to meet reasonably anticipated demand.

- (a) Approved Suppliers. We have the absolute right to limit the suppliers with whom You may deal. We may require You to purchase certain items, products, services,

signs, furnishings, supplies, fixtures and equipment from us or distributors we have approved. Unless we specify otherwise in writing, You may be required to purchase all goods, items, products, equipment and services required for the development and operation of the ApTask Business from our approved or designated suppliers. We have the right to designate one supplier for any given item or service. We may provide You with a list of suppliers, which list may change over time. While the suppliers included on this list may be mandated, approved and/or recommended, we reserve the right to change this list, from time-to-time, in our sole discretion. Notifications of changes to the approved suppliers list will be communicated to You through changes to the Manual or other written communications, including via electronic mail. We may revoke approval of suppliers in our sole and absolute discretion, at any time, upon written notice. We may become an approved supplier, and/or the only supplier, for any item, product, good and/or service at any time. We reserve the right to own an interest in any entity that will act as an approved supplier for any or all products and services You will use, offer and/or sell in the ApTask Business.

- (b) Right to Derive Income. We may derive income, consideration payments and other benefits on account of Your purchase or lease of any products, services, supplies, equipment and/or other items from us or any supplier, including approved suppliers and/or designated suppliers. This income may be derived in any form, including as a rebate from various suppliers based on the quantity of System franchisee purchases. We may use these benefits for any purpose we deem appropriate. We are not obligated to remit any benefits to You and reserve the right to retain all such benefits.
- (c) Alternative Suppliers. If You want to purchase any item, product service, goods, equipment or supplies from a supplier or distributor who is not on our approved list, You may request our approval of the supplier or distributor (except in instances where we have designated a sole supplier of any product, item good, equipment, service or supplies), which we may grant or deny in our sole and absolute discretion. The proposed supplier's or distributor's product or service, as applicable, must conform in every respect to our standards and specifications, and the supplier or distributor must have a good business reputation and be able and willing to provide sufficient quantities of the product and adequate service to you. The supplier or distributor must also provide us with any information we request in order to analyze the supplier's or distributor's suitability, and the composition and conformity of the product to our standards. This evaluation may include a sampling of the product at either the supplier's/distributor's or our place of business as we may designate. Where appropriate, we may require the supplier or distributor to provide us with product liability insurance. All suppliers and distributors must agree to provide us with reports concerning all purchases by You or other franchisees. You may be required to pay us an Alternative Supplier Request Fee of not more than one thousand dollars (\$1,000) for each alternative supplier request You submit to Us. We cannot predict with any certainty how long any evaluation will take, however, we will attempt to complete our evaluation within thirty (30)

days. Upon the completion of our evaluation, we will inform You of our approval or disapproval of Your request. If we approve the supplier or distributor, the supplier or distributor is added to our approved list, however, our approval of a supplier or distributor relates only to the item or product line evaluated and specifically approved by us. Any costs associated with Your request to use an alternative supplier shall be borne by You, whether or not an alternate supplier is approved.

Our standards, specifications and other criteria, for supplier or distributor approval have been developed by us, our affiliates, and/or or principals through the expenditure of extensive work and time, and are considered confidential information. Therefore, we do not make our standards and specifications or our other criteria for supplier or distributor approval available to You or suppliers.

- (d) Modifications. We may modify our specifications and standards for any item or revoke our approval of any supplier or distributor who fails to adhere to our quality standards or other requirements. We may limit the number of potential suppliers that we consider for approval and, for some categories of products, we may designate a third-party or ourselves as an exclusive supplier.

NEITHER APTASK OR AFFILIATES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES REGARDING ANY ITEM OR SERVICE, AND APTASK AND ITS AFFILIATES EXCLUDE (AND EXPRESSLY DISCLAIM) ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except as set forth in a particular written warranty, if any, provided in connection with a particular item or service.

- (e) Further Restrictions. You shall not offer or sell any product, item or service we have not designated or expressly approved in writing without our prior written consent, which may be granted or withheld in our sole and absolute discretion. We reserve the right to sell products and services to You for a profit.
- (f) Purchasing Programs, Promotional Programs. We may establish national or regional purchasing programs for the purpose of negotiating purchases of certain products and/or services from approved or designated suppliers. The purchasing programs may (but are not required to) benefit You by reducing prices, increasing reliability in supply, improving distribution, and establishing consistent pricing for reasonable periods to avoid market fluctuations. If a national and/or regional purchasing program is established for the region where Your Franchised Business is located, You must participate in the program.
- (g) Pricing. You must offer all Proprietary Services, products and services that we designate. We reserve the right to prohibit You from charging prices lower than our published prices for any service or item, to the maximum extent allowed by applicable law. We may also suggest pricing to You from time to time. We may change the types of authorized goods and services, and the prices for authorized

goods and services sold by You in our sole discretion. There are no limitations on our right to make changes.

7.2.3 Inspections.

In an effort to advance the protection and enhancement of the ApTask brand and the Marks, ApTask and/or its designated agents or representatives may conduct periodic quality control and records inspections of the ApTask Business at any time during the Term. Inspections may be made with or without prior notice. Without limiting the foregoing, You grant ApTask and its agents the right to: (a) enter upon the ApTask Business premises for the purpose of conducting inspections, and You shall cooperate with ApTask representatives in such inspections by rendering such assistance as they may reasonably request; (b) photograph Your ApTask Business and observe and record video of Your Business's operation for consecutive or intermittent periods as ApTask deems necessary; (c) interview Your personnel, Candidates and Clients; and (d) inspect and copy any books, records, and documents related to Your ApTask Business's operation. You shall take such steps as may be necessary to correct immediately any deficiencies detected during any such inspection. If any inspection reveals that You are not in compliance with any provision of this Agreement, the Manual, or any of ApTask's standards and/or specifications, You shall be deemed in breach of Your obligations under this Agreement and ApTask shall have the right to terminate this Agreement as provided under Section 10.2 of this Agreement, if You fail to cure the breach before the expiration of all applicable notice and cure periods. You further agree that You will reimburse ApTask for its representative's time and travel expenses if an additional inspection at the ApTask Business is required when a violation has occurred and You have not corrected the violation.

7.2.4 Notification of Complaints

You shall notify ApTask promptly if You are served with a complaint or demand in any legal proceeding that is in any way related to the ApTask Business or if You become aware that You are the subject of any complaint to or investigation by a governmental agency, governmental authority, or consumer protection agency. You shall notify ApTask immediately upon receipt of any notice of a breach of the lease agreement for the premises of the ApTask Business. You must notify ApTask of any claim arising from or affecting the financial condition of Your ApTask Business.

7.2.5 Computer System Requirements

You must obtain the computer system that we specify from any vendor You choose. You are required to have a computer system and internet access. You must purchase the ApTask Software system. Our system includes JobDiva (a customer relationship management ("CRM") system for the staffing industry), Office 365 email, VOIP, and other tools. These systems will generate or store data regarding clients, job candidates, finances and analytics. Your computer must be in good repair with sufficient memory to carry out ordinary business functions as provided in the Manual. With the exception of ApTask Software, any maintenance, repair or updates due to the computer system are the responsibility of You.

APTASK MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE ANY THIRD PARTY MATERIALS. APTASK DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE COMPUTER SYSTEM, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, OR THOSE ARISING FROM TRADE USAGE OR COURSE OF DEALING. APTASK DOES NOT WARRANT THAT THE COMPUTER SYSTEM WILL BE FREE FROM DEFECTS OR THAT USE OF THE COMPUTER SYSTEM SHALL BE UNINTERRUPTED OR ERROR FREE.

IN NO EVENT SHALL APTASK BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, ANY DAMAGES ASSOCIATED WITH LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PROFITS) ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPUTER SYSTEM OR ITS USE.

7.2.6 Data Security

You shall use Your best efforts to protect Your Clients and Candidates against any and all data breaches and cyber-events, including, without limitation, identity theft or theft of personal information (a “Data Security Breach”). If a Data Security Breach occurs, in the interest of protecting the goodwill associated with the ApTask brand and franchise system, ApTask hereby reserves the right to (but does not undertake the obligation to) directly or through its designee, perform or control any and all aspects of the response to such Data Security Breach, including, without limitation, the investigation, containment and resolution of the event and all communications with the franchise system, vendors and suppliers, Clients, Candidates, law enforcement agencies, regulatory authorities and the general public. You hereby acknowledge and agree that a Data Security Breach and/or any response to a Data Security Breach may impact operations of the ApTask Business, including, without limitation, interruption in operations. You hereby acknowledge and agree that neither ApTask nor any of its parents, affiliates, subsidiaries, owners, officers, directors, or employees shall be liable to You for any damages arising out of or resulting from any Data Security Breach or any action or inaction in response to a Data Security Breach. You shall at all times be compliant with all Payment Card Industry Data Security Standards, any and all requirements imposed by all applicable payment processors and payment networks, including credit card and debit card processors, and any and all state and federal laws, rules and regulations relating to data privacy, data security and security breaches. You hereby acknowledge and agree that if ApTask engages or designates a third party service provider to administer a data security program, You will be required to comply with the requirements of such service provider. It is Your responsibility to ensure that You operate the ApTask Business at all times in compliance with all aforementioned laws, rules, regulations and requirements and You are strongly encouraged to engage legal, and data security professionals, including insurance providers to ensure Your full compliance and adequate protection. Any costs associated with Your failure to comply with this Section 7.2.6 shall be borne by You, including any fees or costs incurred by ApTask, including reasonable attorneys’ fees.

7.3 Management and Personnel

You are not required to devote a minimum number of hours to the management and operation of Your ApTask Business. ApTask does not direct or control labor or employment matters for You or Your employees, or for any of ApTask’s franchisees and/or their employees, except as set forth in Section 5.5.2 of this Agreement. ApTask may, without creating any employment or joint-employment relationship, make suggestions and may provide guidance relating to such matters. However, it is entirely Your responsibility to determine whether to adopt, follow and/or implement any of our suggestions or guidance. Notwithstanding anything contained in this Agreement to the contrary, mandatory specifications, standards and operating procedures including as set forth in any manual, do not include the terms or conditions of employment for any of Your employees, nor do they include mandated or required personnel policies or procedures.

7.4 Advertising

Recognizing the value of advertising, marketing, promotion, and the importance of the standardization of advertising, marketing, and promotion programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

7.4.1 Marketing Fund Contribution

If a Marketing Fund is created by ApTask, You shall pay to ApTask a fee to contribute to the expense of regional advertising, marketing and promotion undertaken by ApTask for the benefit of the System in the amount of two percent (2%) of Gross Billings per month.

7.4.2 Websites

Unless otherwise approved in writing by ApTask, You shall not establish a separate Website. However, ApTask shall have the right to require that You have one or more references or webpage(s), as designated and approved in advance by ApTask, within ApTask’s principal Website, which is currently www.ApTask.com (“Our Website”). The term “Website” means an interactive electronic document contained in a network of computers linked by communications software, commonly referred to as the Internet or World Wide Web, including, but not limited to, any account, page, or other presence on a social or business networking media site, such as Facebook, Twitter, Linked In, and on-line blogs and forums (“Networking Media Sites”). ApTask shall have the right to require that You not have any Website other than the webpage(s), if any, made available on Our Website.

7.4.2.1 ApTask Website

ApTask may approve a separate Website for You (which ApTask is not obligated to approve; and, which approval, if granted, may later be revoked by ApTask) subject to the conditions set forth in this Section 7.4.2.1:

- (a) You specifically acknowledge and agree that any Website owned or maintained by or for the benefit of You shall be subject to ApTask’s prior review and approval;

- (b) Any expenditures by You in connection with any Website shall not count towards fulfilling Your advertising obligations under this Section 7 of the Agreement;
- (c) Before establishing any Website, You shall submit to ApTask, for ApTask's prior written approval, a sample of the proposed Website domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including, without limitation, meta tags) in the form and manner ApTask may reasonably require;
- (d) ApTask may designate a single vendor or supplier for the purposes of assisting You in creating Your Website;
- (e) If approved, You shall not subsequently modify such Website without ApTask's prior written approval as to such proposed modification;
- (f) You shall comply with the standards and specifications for Websites that ApTask may periodically prescribe in the Manual or otherwise in writing;
- (g) If required by ApTask, You shall establish such hyperlinks to ApTask's Website and other Websites as ApTask may request in writing; and
- (h) You shall not make any posting or other contribution to a Networking Media Site relating to ApTask, the System, the Proprietary Marks, or the Franchised Business that (i) is derogatory, disparaging, or critical of ApTask, (ii) is offensive, inflammatory, or indecent, (iii) harms the goodwill and public image of the System and/or the Proprietary Marks, or (iv) violates ApTask's policies relating to the use of Networking Media Sites.

7.4.2.2 Changes to Technology

You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, You agree that ApTask shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and You agree that You shall abide by those reasonable new standards established by ApTask as if this Agreement were periodically revised by ApTask for that purpose.

7.4.3 Signs

If requested by ApTask, You shall permanently display, at Your own expense, on any vehicle associated with Your Franchised Business, ApTask signs of any nature, form, color, number, location and size, and containing any legends, that ApTask has designated in the Manual or otherwise in writing. ApTask has the right to require You to change, modify, update, upgrade and/or change any and all signs used in connection with the operation of Your ApTask Business at any time upon written notice to you.

7.4.4 Marketing Materials

All marketing and promotion by You shall be in such media and of such type and format as ApTask may approve, shall be conducted in a dignified manner and shall conform to such standards and requirements as ApTask may specify. You shall not use any advertising or promotional plans or materials unless and until You have received written approval from ApTask. You shall provide satisfactory evidence of Your local advertising and promotion expenditures in such a manner as ApTask shall direct in the Manual or otherwise in writing from time to time. ApTask may make available to You, from time to time, at Your expense, such promotional materials, including newspaper mats, coupons, merchandising materials, point-of-purchase materials, special promotions, and similar advertising and promotional materials. Additionally, in any marketing materials or other documents now in existence or hereinafter created, by ApTask, we may provide third-parties with information about Your location, or promote Your business, in our sole discretion, if You provide us with the information that we request or require.

7.4.5 Telephone Directories

You may, at Your sole expense, obtain listings in the white and yellow pages of local telephone directories. You shall comply with ApTask's specifications concerning the form and size of such listings, and the number of directories in which such listings will be placed. Additionally, You may be required to obtain listings and/or advertise with ApTask and other franchisees of the System on electronic yellow pages directories and other online directories as ApTask may designate in the Manual or otherwise in writing. ApTask reserves the right to place, and subsequently remove or modify, such online listings and advertisements on Your behalf. For any listings or advertisement posted or on behalf of You, You shall promptly pay, upon demand by ApTask, Your pro rata share of the costs of such listings or advertisements.

7.4.6 Franchise Advisory Council

ApTask shall have the right, in its discretion, to require the establishment of a franchise advisory council (the "Advisory Council") in Your Approved Territory. In the event such Advisory Council is established, You shall participate actively in the Advisory Council, at Your cost, as ApTask designates and participate in all Advisory Council meetings approved by ApTask. ApTask reserves the right to prepare and amend the governing documents for the Advisory Council from time to time, in its sole discretion, at any time. ApTask, in its sole discretion, will determine the topical areas to be considered by the Advisory Council. The purpose of the Advisory Council shall include, but are not limited to, exchanging ideas and problem-solving methods, advising ApTask on expenditures for system-wide advertising, and coordinating franchisee efforts. Amounts and expenditures may vary from time to time due to variations in Advisory Council participation and costs, as determined by the Advisory Council, and as approved by ApTask shall have the right to form, change, or dissolve an Advisory Council at any time in its sole discretion.

7.5 Financial Information

7.5.1 Records

You shall keep all Business records for at least three (3) years after the termination, expiration or non-renewal of this Agreement (or for a longer period if required by state or local law). You shall retain all other records and receipts used in the ordinary course of business. You shall immediately furnish original copies of all records to ApTask upon request.

7.5.2 Reports

You shall submit to ApTask, within five (5) days of ApTask's request, financial reports on the income and expenses of the ApTask Business in the format specified in the Manual or otherwise in writing. You shall also submit to ApTask, at the time of filing, copies of all federal, state, and local income, sales, and property tax returns. ApTask will use this data to confirm that You are complying with Your obligations under this Agreement, and to formulate earnings and expense information for possible disclosure to prospective franchisees.

7.6 Insurance

7.6.1 Minimum Insurance Requirements

You shall procure, prior to the commencement of any activities or operations under this Agreement, and shall maintain in full force and effect at all times during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at Your expense, an insurance policy or policies protecting You, ApTask, and their respective officers, directors, partners, agents, and employees against any demand or claim with respect to personal injury, death or property damage, business interruption, or any loss, liability or expense whatsoever arising or occurring upon or in connection with the outlet, including, but not limited to, comprehensive general liability insurance, property insurance (including, but not limited to, fire, vandalism, and malicious mischief insurance for the replacement value of the ApTask Business and its contents), casualty insurance, business interruption insurance, statutory workers' compensation insurance, employer's liability insurance, product liability insurance, and automobile insurance coverage for all vehicles used in connection with the operation of outlet, if applicable. Such policy or policies shall be written by a responsible carrier or carriers acceptable to ApTask, shall name ApTask and its subsidiaries and affiliates as additional insureds, shall provide for ApTask to receive notice upon cancellation or any event of default, including non-payment, and shall provide at least the types and minimum amounts of coverage specified in the Manual. ApTask shall have the right, from time to time, to make such changes in minimum policy limits and endorsements in the Manual or otherwise in writing as it may determine in its reasonable discretion. Currently, You must have the following insurance at a minimum:

- Comprehensive general liability insurance with limits of at least \$1,000,000 per person per occurrence (and \$2,000,000 aggregate for bodily injury) and at least \$25,000 for property damage per occurrence;

- “All risk” insurance on the premises, equipment and supplies, for loss or damage by fire, windstorm, flood, casualty, theft and other risk usually insured against by the owners or lessors of similar property, for at least 80% of the replacement cost of the property. Unless You obtain a written waiver from us, any ApTask Business sustaining loss or damage must be repaired, restored, or rebuilt within 60 days after the date of the loss or damage;
- Automobile liability insurance on each vehicle used in the business within the minimum coverage limits as required by the law of the state or jurisdiction in which You are engaged in business; and
- If You have any employees, Worker’s Compensation or similar insurance as required by the law of the state or jurisdiction in which You are engaged in business. This insurance must be maintained for trainees, as well as for those employed or engaged in the operation of Your ApTask Business, if required by Your state or jurisdiction.

7.6.2 Non-Waiver

Your obligation to obtain and maintain the policy or policies in the amounts specified in the Manual shall not be limited in any way by reason of any insurance that may be maintained by ApTask, nor shall Your performance of that obligation relieve You of liability under the indemnity provisions set forth in Section 8.5 of this Agreement.

7.6.3 Franchisor Entitled to Recover

All general commercial liability and property damage policies shall contain a provision that ApTask, although not named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to ApTask or its agents or employees by reason of the negligence of You or Your agents or employees.

7.6.4 Certificates of Insurance

Prior to the commencement of any operations under this Agreement, and thereafter at least thirty (30) days prior to the expiration of any policy, You shall deliver to ApTask Certificates of Insurance evidencing the proper types and minimum amounts of coverage. All Certificates shall expressly provide that no less than thirty (30) days’ prior written notice shall be given ApTask in the event of material alteration to or cancellation of the coverages evidenced by such Certificates.

7.6.5 Right to Procure Insurance

Should You, for any reason, fail to procure or maintain the insurance required by this Agreement, as such requirements may be revised from time to time by ApTask in the Manual or otherwise in writing, ApTask shall have the right and authority (but not the obligation) to procure and maintain such insurance in Your name and to charge same to You, which charges, together with Our reasonable expenses in so acting, shall be payable by You immediately upon notice. The foregoing

remedies shall be in addition to any other remedies ApTask may have under this Agreement, or at law or in equity.

7.7 Financial and Legal Responsibility

7.7.1 Compliance with Law

You shall comply with all federal, state and local laws and regulations pertaining directly or indirectly to the ApTask Business. You shall keep current and legally compliant all licenses, permits, bonds, contracts, and deposits made to or required by any government agency in connection with the operation of the ApTask Business. You are responsible for compliance with all requirements imposed by applicable law, rule, or regulation.

7.7.2 Payment of Indebtedness

You shall pay promptly when due all taxes and debts that You incur in the conduct of Your business. Except in connection with the financing of the initial development of the ApTask Business, including Your obtainment of SBA financing, the ApTask Business and all assets and equipment used in connection with the operation of the ApTask Business shall remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, security interest or purchase right or options unless approved by ApTask in writing. The ApTask Business revenues, including Gross Billings and if You are a partnership, corporation, or limited liability company, each of Your Owners' interest in the franchisee entity, shall be and remain free and clear of any pledge, mortgage, hypothecation, lien, charge, encumbrance, voting agreement, proxy, security interest or purchase right or options, unless approved by ApTask in writing.

8. RELATIONSHIP OF PARTIES

8.1 Interest in Marks and System

You expressly understand and acknowledge that:

- (a) ApTask (or its affiliate(s)) is the owner of all rights, title, and interest in and to the Marks and the goodwill associated with and symbolized by them;
- (b) The Marks are valid and serve to identify the System and those who are authorized to operate under the System;
- (c) Neither You nor any principal of You shall directly or indirectly contest the validity of ApTask's ownership of the Marks, nor shall You directly or indirectly, seek to register the Marks with any government agency;
- (d) Your use of the Marks in connection with Your Franchised Business does not give You any ownership interest or other interest in or to the Marks, except the licensure granted by this Agreement;

- (e) Any and all goodwill arising from Your use of the Marks shall inure solely and exclusively to ApTask's benefit, and upon expiration or termination of this Agreement, and the license herein granted, no monetary amount shall be assigned or attributable to any goodwill associated with Your use of the System or the Marks; and
- (f) The right and license of the Marks granted hereunder to You is non-exclusive, and ApTask thus has and retains the rights, among others:
 - i. to use the Marks itself in connection with selling services, products, and other;
 - ii. to grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees;
 - iii. to develop and establish other systems using the same or similar Marks, or any other proprietary marks, and to grant licenses or franchises thereto without providing any rights therein to You; and
 - iv. to, from time-to-time, modify or delete existing Marks upon notice to You. You have absolutely no right to use any specific deleted mark owned or controlled by ApTask or its Affiliates.

8.2 Independent Status

It is expressly agreed that the parties intend by this Agreement to establish between You and ApTask the relationship of franchisee and franchisor. It is further agreed that You have no authority to create or assume in ApTask's name or on ApTask's behalf any obligation express or implied or to act or purport to act as agent or representative on our behalf for any purpose whatsoever. Neither You nor ApTask is the employer, employee, agent, partner, fiduciary or co-venturer, of or with the other, each being independent. All employees and agents hired or engaged by or working for You will be only the employees or agents of Yours and will not, for any purpose be deemed employees or agents of ApTask nor subject to ApTask's control. ApTask has no authority to exercise control over the hiring or termination of Your employees, independent contractors, agents, or others who work for you, their compensation, working hours or conditions, or their day-to-day activities, except to the extent necessary to protect the brand and the Marks. You shall file Your own tax, regulatory and payroll reports with respect to Your employees, agents and contractors, and You shall save, indemnify and hold ApTask and its parents, affiliates, owners, officers, directors, and subsidiaries harmless from any and all liability, costs and expenses, of any nature, that any such party incurs related to these obligations. You shall, in all respects, be an independent contractor and nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint-venturer, joint-employer, partner, employee or servant of the other for any purpose whatsoever. Without limiting the foregoing, You are an independent legal entity and must make this fact clear in Your dealings with suppliers, lessors, government agencies, employees, Clients, Candidates and others. You and ApTask are completely separate entities and are not fiduciaries, partners joint-venturers, or agents of the other in any sense, and neither party

has the right to bind the other. No act or assistance by either party to the other pursuant to this Agreement may be construed to alter this relationship. You are solely responsible for compliance with all federal, state, and local laws rules and regulations, and for complying with ApTask policies, practices, and decisions relating to the operation of the ApTask Business. You shall rely on Your own knowledge and judgment in making business decisions, subject only to the requirements of this Agreement and the Manual. You may not expressly or implicitly hold Yourself out as an employee, partner, shareholder, member, joint-venturer or representative of ApTask, nor may You expressly or implicitly state or suggest that You have the right or power to bind ApTask, or to incur any liability on ApTask's behalf. You may not use the Trade Name or Marks as part of Your corporate name limited liability company name or limited partnership name. There is no fiduciary duty between You and ApTask.

8.3 Display of Disclaimer

You shall conspicuously display a sign that states that “THIS APTASK BUSINESS IS AN INDEPENDENTLY OWNED AND OPERATED FRANCHISED BUSINESS” in the operation of Your Franchised Business, and on business cards, stationery, purchase order forms, invoices, and other documents that You use in Your business dealings with suppliers, government agencies, employees, Candidates and Customers must clearly identify You as an independent legal entity.

8.4 Confidentiality

You acknowledge and agree that the information, ideas, forms, marketing plans and other materials disclosed to You under this Agreement, whether or not included in the Manual, are confidential and proprietary information and trade secrets of ApTask. Any and all information, knowledge and techniques which ApTask designates as confidential shall be deemed confidential for purposes of this Agreement, except information which You can demonstrate came to Your attention prior to disclosure thereof by ApTask or which, at or after the time of disclosure by ApTask to You, had become or later becomes a part of the public domain, through publication or communication by others. You agree to maintain the confidentiality of all such material. You may not disclose any such information to any third-party, except to Your employees and agents, as necessary in the regular conduct of the ApTask Business, and except as authorized in writing by ApTask. You shall be responsible for requiring compliance of Your Related Parties and employees with the provisions of this Section. You shall obtain signed Nondisclosure, Nonsolicitation and Noncompetition Agreements, in the form of Exhibit E to this Agreement, from Your Related Parties and employees, and send ApTask a copy of each such agreement upon demand.

8.5 Mutual Indemnification

You and Your Related Parties agree to indemnify, defend, and hold harmless, us, our affiliates, and our and their respective shareholders, members, directors, officers, employees, agents, successors, and assignees (the “Indemnified Parties”) against, and to reimburse any one or more of the Indemnified Parties for, all claims obligations, and damages directly or indirectly arising out of or related to Your act or omission, the act or omission of any of Your Related Parties, employees, agents or representatives, the ApTask Business's operation, the business You conduct under this Agreement, or Your breach of this Agreement, including, without limitation, those

alleged to be caused by the Indemnified Party's negligence, unless (and then only to the extent that) the claims obligations, or damages are determined to be caused solely by our gross negligence or willful misconduct in a final, unappealable ruling issued by a court with competent jurisdiction. For purposes of this indemnification, claims include all obligations, damages (actual, consequential, or otherwise), and costs that any Indemnified Party reasonably incurs in defending any claim against it, including, without limitation, reasonable accountants, arbitrators, attorneys' fees, and expert witness fees costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation arbitration or alternative dispute resolution is commenced. Each Indemnified Party may defend any claim against it at Your expense and agree to settlements or take any other remedial, corrective, or other actions. This indemnity will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination for matters arising out of or related to this Agreement. An Indemnified Party need not seek recovery from any insurer or other third-party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against You under this subparagraph. You agree that a failure to pursue a recovery or mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from You under this paragraph. Without limiting the foregoing, if ApTask is made a party to a legal proceeding in connection with Your act or omission, ApTask may hire counsel to protect its interests and bill You for all costs and expenses incurred by ApTask. You shall promptly reimburse ApTask for such costs and expenses.

You shall notify ApTask immediately when You learn about an infringement or challenge to Your use of any Mark, including the ApTask mark. ApTask will take the action ApTask deems appropriate in any such situation. ApTask has exclusive control over any proceeding or settlement concerning any of the Marks. You must take all actions that, in the opinion of ApTask's counsel, may be advisable to protect and maintain ApTask's interests in any proceeding or to otherwise protect and maintain ApTask's interests in the Mark. While ApTask is not required to defend You against a claim arising from Your use of any of the Marks, ApTask will indemnify and hold You harmless from all of Your expenses reasonably incurred in any legal proceeding disputing Your authorized use of any Mark provided that (a) Your use is and has been in accordance with the terms of this Agreement and such other terms as may be specified by ApTask; and (b) You notify us of the proceeding or alleged infringement in a timely manner and You have complied with ApTask's directions regarding the proceeding. ApTask has the right to control the defense and settlement of any proceeding. ApTask will not reimburse You for Your expenses and legal fees for separate, independent legal counsel, or for expenses in removing signage or discontinuing Your use of any Mark. ApTask will not reimburse You for disputes where ApTask and/or any of its parents, affiliates, successors or assigns challenges Your use of the Marks.

8.6 Covenants

8.6.1 In-Term Covenants

- (a) During the Term, You shall not, directly or indirectly, for Yourself or through, on behalf of, or in conjunction with any person or entity, own, maintain, operate, engage in, consult with, provide any assistance to, or have any interest (direct or indirect) in a Competitive Business (as defined below).

- (b) You shall not divert or attempt to divert any business, Candidate, Client, or potential Client of the ApTask Business or any other business under the Franchise Network to any competitor, by direct or indirect inducement or otherwise, or to do or perform, directly or indirectly, any other act, injurious or prejudicial, to the goodwill associated with the Marks or the System.

The term “Competitive Business” shall mean any and all businesses that are competitive with ApTask Business, including, without limitation, any business which offers temporary or permanent staffing services.

8.6.2 Post-Term Covenants

You may not, for a continuous, uninterrupted period commencing upon the expiration, transfer or termination of this Agreement (regardless of the cause for termination), and continuing for two (2) years thereafter, either directly or indirectly, for Yourself, or through, on behalf of, or in conjunction with any person (including Your spouse or any immediate family member, or the spouse or any immediate family member of any personal guarantor of this Agreement), partnership, limited liability company or corporation, own, maintain, operate, engage in, provide any assistance to, or have any interest in, any Competitive Business.

8.6.3 Miscellaneous

You agree that the length of time in Section 8.6.2 will be tolled for any period during which You are in breach of the covenant or any other period during which ApTask seeks to enforce this Agreement. The parties agree that the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If any court of competent jurisdiction determined that the geographic limits, time period or line of business defined by this Section 8 (inclusive of all subsections) is unreasonable, the parties agree that such a court of competent jurisdiction may determine an appropriate limitation to accomplish the intent and purpose of this Section and the parties, and each of them, agree to be bound by such determination.

9. TRANSFER OF FRANCHISE

9.1 Franchisor’s Right to Transfer

ApTask shall have the right to transfer or assign this Agreement and all or any part of its rights or obligations herein to any person or legal entity, and any designated assignee of ApTask shall become solely responsible for all obligations of ApTask under this Agreement from the date of assignment. You shall execute such documents or attornment, or other documents, as ApTask may request.

9.2 Franchisee’s Condition Right to Transfer

You understand and acknowledge that the rights and duties set forth in this Agreement are personal to You, and that ApTask has granted this franchise in reliance of Your (or, if You are a corporation,

partnership, or limited liability company, Your Operating Principal(s)) business skill, financial capacity and personal character. Accordingly, neither You nor any immediate or remote successor to any part of Your interest in this Agreement, nor any individual, partnership, limited liability company, corporation or other legal entity, which directly or indirectly owns any interest in You, shall sell, assign, transfer, convey, pledge, encumber, merge or give away (collectively, “transfer”) this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of the Franchise without prior written consent of ApTask. Any purported assignment or transfer not having the written consent of ApTask, required by Section 9.3, shall be null and void and shall constitute a material breach of this Agreement, for which ApTask may immediately terminate without opportunity to cure pursuant to Section 10.2.1 of this Agreement. The foregoing remedies shall be in addition to any other remedies ApTask may have under this Agreement or at law or in equity.

9.3 Conditions of Transfer

You shall notify ApTask in writing of any proposed transfer of this Agreement, any direct or indirect interest in You, or in all or substantially all of the assets of ApTask Business, at least thirty (30) days before such transfer is proposed to take place. ApTask shall not unreasonably withhold its consent to any transfer. ApTask may, in its sole discretion, require any or all of the following as conditions of its approval:

- (a) That all of Your accrued monetary obligations and all other outstanding obligations to Franchisor and its affiliates have been satisfied;
- (b) That You are not in default of any provision of this Agreement, any amendment or addendum hereof or successor hereto, or any other agreement between You and ApTask or its affiliates;
- (c) That You and Your Related Parties, as the transferor, shall have executed a general release, in a form prescribed by ApTask, of any and all claims against ApTask and its affiliates, and their respective officers, directors, agents, shareholders, and employees;
- (d) That the transferor (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as ApTask may request) demonstrate to ApTask’s satisfaction that it meets ApTask’s educational, managerial, and business standards; possesses a good moral character, business reputation, and credit rating; has the aptitude and ability to operate the ApTask Business (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate the ApTask Business, taking into consideration the purchase price paid by the transferee for the ApTask Business; and has not operated a business in competition with ApTask;
- (e) That (1) at ApTask’s option, (a) the transferee (and, if the transferee is other than an individual, such owners of a beneficial interest in the transferee as ApTask may request) enter into a written assignment, in a form satisfactory to ApTask, assuming

and agreeing to discharge all of Your obligations under this Agreement, or (b) the transferee(s) execute, for a term ending on the expiration date of this Agreement and with such renewal term(s) as may be provided by this Agreement, ApTask's then-current form of franchise agreement and other ancillary agreements as Franchisor may require for the ApTask Business, which agreements shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, including, without limitation, higher royalty fees, advertising contributions, or other fees, and a smaller or modified territory, except that the transferee shall not be required to pay any initial franchise fee; and (2) the transferee's principal guaranty the performance of all such obligations in writing in a form satisfactory to ApTask;

- (f) That You remain liable for all of the obligations to ApTask in connection with the ApTask Business which arose prior to the effective date of the transfer and execute any and all instruments reasonable requested by ApTask to evidence such liability;
- (g) That the transferee (or, if the transferee is a corporation, partnership or limited liability company, a principal of the transferee acceptable to ApTask) and the transferee's manager (if transferee or transferee's principal will not manage the ApTask Business), at the transferee's expense, have successfully completed any training programs then in effect upon such terms and conditions as ApTask may reasonably require and pay ApTask the then-current training fee;
- (h) ApTask approves the terms and conditions of the transfer agreement between transferor and transferee;
- (i) You pay to ApTask a transfer fee in an amount equal to five percent (5%) of the sale price of Your ApTask Business, or five thousand dollars (\$5,000), whichever is greater; however, in the case of a transfer to a corporation or limited liability company formed by You for the convenience of ownership (as determined by ApTask in its sole discretion), no such transfer fee shall be required; and
- (j) Because of the specific services rendered by an ApTask Business, ApTask expressly reserves the right(s) to determine additional conditions, such as experience, expertise, financial wherewithal, prior to the approval of any transfer, even if all of the proceeding conditions set forth in this Section 9.3 are met.

9.4 Franchisor's Right of First Refusal

If any party holding any direct or indirect interest in this Agreement, in You, or in all or substantially all of the assets of the ApTask Business desires to accept any bona fide offer from a third party to purchase such interest, You shall notify ApTask as provided in Section 9 hereof, and shall provide such information and documentation relating to the offer as ApTask may require. ApTask shall have the right and option, exercisable within thirty (30) days after receipt of such written notification, to send written notice to the seller that ApTask intends to purchase the seller's interest on the same terms and conditions offered by the third party. If ApTask elects to purchase

the seller's interest, closing on such purchase shall occur within sixty (60) days from the date of notice to the seller of the election to purchase by ApTask. If ApTask elects not to purchase the seller's interest, any material change thereafter in the terms of the offer from a third-party shall constitute a new offer subject to the same rights of first refusal by ApTask as in the case of the third party's initial offer. Failure of ApTask to exercise the option afforded by this Section 9 shall not constitute a waiver of any other provision of this Agreement, including all of the requirements of this Section 9, with respect to a proposed transfer. In the event the consideration, terms and/or conditions offered by a third party are such that ApTask may not reasonably be required to furnish the same consideration, terms and/or conditions, then ApTask may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within thirty (30) days on the reasonable equivalent in cash of the consideration, terms and/or conditions offered by the third party, an independent appraiser shall be designated by ApTask at ApTask's expense, and the appraiser's determination shall be binding.

9.5 Death or Mental Incapacity

Upon the death, physical or mental incapacity of any person with an interest in this Agreement, in You, or in all or substantially all of the assets of the ApTask Business, the executor, administrator, or personal representative of such person shall transfer such interest to a third-party approved by ApTask within six (6) months after such death or mental incapacity. Such transfers, including, without limitation, transfers by devise or inheritance, shall be subject to the same conditions as any *inter vivos* transfer. In the case of transfer by devise or inheritance, if the heirs or beneficiaries of any such person are unable to meet the conditions in this Section 9, the executor, administrator, or personal representative of the decedent shall transfer the decedent's interest to another party approved by ApTask within a reasonable time, which disposition shall be subject to all the terms and conditions for transfers contained in this Agreement. If the interest is not disposed of within a reasonable time, Franchisor may terminate this Agreement, pursuant to Section 10 hereof.

9.6 Non-Waiver

ApTask's consent to a transfer of any interest in this Agreement, in You, or in all or substantially all of the assets of the ApTask Business, shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of ApTask's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

10. TERMINATION OF FRANCHISE

10.1 Termination by Consent of the Parties

This Agreement may be terminated upon the mutual consent of the parties.

10.2 Termination by ApTask

10.2.1 Immediate Termination upon Notice of Default

Upon the occurrence of any of the following defaults, ApTask may, at its option, terminate this Agreement effective immediately upon written notice to You:

- (a) If You misuse the Trade Name, Marks or the System, or engage in conduct which reflects materially and unfavorably upon the goodwill associated with them, or if You use in the ApTask Business any names, marks, systems, logotypes or symbols that ApTask has not authorized You to use;
- (b) If You have any direct or indirect interest in the ownership or operation of any business other than the ApTask Business that is confusingly similar to the ApTask Business or uses the System or Marks, or if You fail to give ApTask a signed copy of the Nondisclosure, Nonsolicitation and Noncompetition Agreement, a form of which is attached hereto as Exhibit E for You (or if You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members) within ten (10) days after ApTask requests it;
- (c) If You attempt to assign or Transfer Your rights under this Agreement in any manner not authorized by this Agreement;
- (d) If You have made any material misrepresentations in connection with the acquisition of an ApTask Business or to induce ApTask to enter into this Agreement;
- (e) If You act without ApTask's prior written approval or consent in regard to any matter for which ApTask's prior written approval or consent is expressly required by this Agreement;
- (f) If You cease to operate the ApTask Business, unless (i) operations are suspended for a period of no more than one hundred and eighty (180) days, and (ii) the suspension is caused by fire, condemnation, or other act of God;
- (g) If You fail to permanently correct a breach of this Agreement, or to meet the operational standards stated in the Manual, after being twice requested in writing by ApTask to correct the same or a similar breach or meet the same or a similar standard in any preceding twelve (12) months period;
- (h) Except as otherwise required by the United States Bankruptcy Code, if You become insolvent, are adjudicated a bankrupt, or file or have filed against You a petition in bankruptcy, reorganization, or similar proceeding;

- (i) If You plead guilty to, plead no contest to, or are convicted of, a felony, a crime involving moral turpitude, or any other crime or offense that ApTask believes is reasonably likely to have an adverse effect on the System or Marks, the goodwill associated therewith, or ApTask's interest therein;
- (j) If You knowingly maintain false books or records, or submit any false reports to ApTask;
- (k) If You know fail to perform in accordance with our standards or Manual;
- (l) If we find, in our sole and exclusive discretion, that you lack the budget to properly operate an ApTask Business;
- (m) If we, in our sole and exclusive discretion, find you to be direlect in your duties under the Franchise Agreement;
- (n) You do not have a sufficient level, in our sole and exclusive discretion, of workers or opportunities available to you; and
- (o) If You offer a product or service without ApTask's consent, or fail to offer any product or service designated by ApTask.

10.2.2 Termination after Five Days' Notice to Cure

Upon the occurrence of any of the following defaults, ApTask may, at its option, terminate this Agreement after five (5) days' notice to cure:

- (a) You fail to make any payment when due under this Agreement or any other related agreement between You and ApTask; and
- (b) You fail to operate Your ApTask Business in accordance with ApTask's system and standards.

10.2.3 Termination after Thirty Days' Notice to Cure

Upon the occurrence of any of the following defaults, ApTask may, at its option, terminate this Agreement after thirty (30) days' notice to cure:

- (a) If You fail to submit to ApTask in a timely manner any information You are required to submit under this Agreement;
- (b) If You fail to begin operation of the ApTask Business within the time limits as provided in this Agreement, or if You fail to operate Your ApTask Business in accordance with this Agreement and/or the Manual; and

- (c) If You default in the performance of any other obligation under this Agreement, or any other agreement with ApTask.

Under this Section 10.2.3, ApTask may terminate this Agreement only by giving written notice of termination stating the nature of such default to You at least thirty (30) days prior to the effective date of termination; provided, however, that You may avoid termination by immediately initiating a remedy to cure such default, curing it to ApTask's satisfaction, and by promptly providing proof thereof to ApTask within the thirty (30) day period. If any such default is not cured within the specified time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to You effective immediately upon the expiration of the thirty (30) day period or such longer period as applicable law may require.

10.2.4 Penalty Upon Default

In addition to ApTask's rights pursuant to Section 10.2.1 through Section 10.2.3, and any and all other remedies available to ApTask, if ApTask issues You a notice of default and You fail to cure such default before the expiration of the applicable cure period (each an "Uncured Default"), then ApTask may, at its option, require You to pay Uncured Default Royalty Payments as follows:

- (a) For each Uncured Default, Franchisee shall pay ApTask additional royalty payments as follows ("Uncured Default Royalty Payments"):
 - i. one percent (1%) of Gross Billings for the thirty day period beginning on the day after the expiration of the cure period specified in the default notice issued to You for the Uncured Default ("Default Royalty Period 1");
 - ii. two percent (2%) of Gross Billings for the thirty day period beginning on the day after the expiration of Default Royalty Period 1 ("Default Royalty Period 2");
 - iii. three percent (3%) of Gross Billings for the thirty day period beginning on the day after the expiration of Default Royalty Period 2 ("Default Royalty Period 3");
 - iv. four percent (4%) of Gross Billings for the thirty day period beginning on the day after the expiration of Default Royalty Period 3 ("Default Royalty Period 4"); and
 - v. five percent (5%) of Gross Billings for the period beginning on the day after the expiration of Default Royalty Period 4 and ending on the date You cure the Uncured Default to ApTask's satisfaction in accordance with Section 10.2.4;
- (b) If ApTask exercises its right to impose the Uncured Default Royalty payment, and You subsequently cure the Uncured Default, You shall provide written notification

to ApTask identifying the manner in which You cured each such Uncured Default (the “Franchisee Cure Notice”). ApTask will have a period of not more than five (5) business days after ApTask’s receipt of the Franchisee Cure Notice to inform You of whether You cured the Uncured Default to ApTask’s satisfaction. If ApTask notifies You within this five (5) business day period that You cured the Uncured Default to ApTask’s satisfaction, or if ApTask fails to provide any response to the Franchisee Cure notice before the expiration of the five (5) business day period, Your obligation to pay the Uncured Default Penalty in connection with the applicable Uncured Default shall no longer apply, effective on the date of ApTask’s notification or the expiration of the five (5) business day period, whichever is first to occur;

- (c) The Uncured Default Royalty payable by Franchisee to ApTask shall not exceed five percent (5%) of Gross Billings. The Uncured Default Royalty Fee is payable in addition to all Royalty and other payments set forth in Exhibit B to this Agreement; and
- (d) The remedies contained in this Section 10.2.4 are in addition to, and not in lieu of, any other remedies available to ApTask.

10.3 Rights and Obligations After Termination or Expiration

Upon termination of this Agreement for any reason, the parties will have the following rights and obligations:

- (a) ApTask will have no further obligations under this Agreement;
- (b) You shall give the final accounting for the ApTask Business, pay ApTask within thirty (30) days after termination all payments due to ApTask, and return the Manual and any other property belonging to ApTask;
- (c) You shall immediately and permanently cease to operate the ApTask Business. You shall immediately and permanently stop using the Marks or any confusingly similar marks, the System, or any advertising, signs, stationery, or forms that bear identifying marks or colors that might give others the impression that You are operating an ApTask Business. You shall refrain from any statement or action that might give others the impression that You are or ever were affiliated with the ApTask Franchise Network;
- (d) You shall promptly sign any documents and take any steps that, in the judgment of ApTask, are necessary to delete Your listings from classified telephone directories, disconnect, or, at ApTask’s option, assign the ApTask all telephone numbers that have been used in the ApTask Business, and terminate all other references that indicate You are or ever were affiliated with ApTask or an ApTask Business. By signing this Agreement, You irrevocably appoint ApTask as Your attorney-in-fact to take the actions described in this paragraph if You do not do so Yourself within

seven (7) days after termination of this Agreement. You further irrevocably assign Your telephone numbers listed on Exhibit A, or hereinafter acquired for the operation of You ApTask Business, to ApTask;

- (e) You shall maintain all records required by ApTask under this Agreement for a period of not less than three (3) years after final payment of any amounts You owe to ApTask when this Agreement is terminated (or such longer period as required by applicable law);
- (f) ApTask, or its designee, has an option to purchase the business from You, including but not limited to any or all of the physical assets of the ApTask Business, including its equipment, supplies and inventory, during a period of sixty (60) days following the effective date of termination. If ApTask notifies You that it (or its designee) wishes to purchase the assets of the business from You following Termination of this Agreement, You must immediately surrender possession of the ApTask Business to ApTask or its designee upon demand. ApTask or its designee will operate the ApTask Business at its expense pending determination of the purchase price as set forth below. The equipment, supplies, and inventory will be valued as follows:
 - i. The lower of depreciated value of fair market value of the equipment supplies and inventory; and
 - ii. Depreciated value of other tangible personal property calculated on the straight-line method over a five (5) year life, less any liens or encumbrances;

ApTask must send written notice to You within thirty (30) days after termination of this Agreement of its (or its designee's) election to exercise the option to purchase. If the parties do not agree on a price within the option period, the option period may be extended for up to fifteen (15) business days to permit appraisal by an independent appraiser who is mutually satisfactory to the parties. If the parties fail to agree upon an appraiser within the specified period, each will appoint an appraiser and the two appraisers thus appointed must agree on a third appraiser within ninety (90) days after termination who must determine the price for the physical assets of the ApTask Business in accordance with the standards specified above. This determination will be final and binding upon both ApTask, or ApTask's designee, as applicable, and You;

ApTask or its designee may exclude from the assets appraised any signs, equipment, inventory, and materials that are not reasonably necessary (in function or quality) to the operation of the ApTask Business, or that ApTask has not approved as meeting ApTask's then-current standards, the purchase price determined by the appraisal will reflect such exclusions (the "Purchase Price");

The Purchase Price shall be paid at a closing date not later than ninety (90) days after determination. ApTask has the right to offset against the Purchase Price any and all amounts that You or Your Related Parties owe ApTask and/or its Related Parties. At closing, You agree to deliver instruments transferring (i) good and marketable title to the assets purchased, free and clear of all liens and encumbrances, with all sales and transfer taxes paid by You (ii) all licenses and permits related to the business which can be assigned, (iii) the leasehold interest in the Approved Location, (iv) a release agreement signed by You and Your Related Parties in a form and substance acceptable to ApTask, and (v) such other documentation as we may reasonably request;

- (g) You may not sell, or in any way divulge, the Client or Candidate list of Your ApTask Business, or a list of potential Clients or Candidates; and
- (h) Franchisee and its Related Parties shall abide by the post-termination restrictive covenants in Section 8.6 of this Agreement.

10.4 No Limitation of Remedies

No right or remedy conferred upon or reserved to ApTask (including as set forth in Section 10.3 above) is intended to be, nor shall be deemed exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. Nothing herein shall be construed to deprive ApTask of the right to recover damages as compensation for lost future profits. Termination of this Agreement will not end any obligation of either party that has come into existence before termination. All obligations of the parties which, by their terms, or by reasonable implication are to be performed in whole or in part after termination, shall survive termination.

11. MISCELLANEOUS PROVISIONS

11.1 Construction of Contract

Section headings in this Agreement are for reference purposes only and will not in any way modify the statements contained in any section of this Agreement. Each word in this Agreement may be considered to include any number or gender that the context requires.

11.2 Governing Law, Venue and Jurisdiction

11.2.1. This Agreement shall take effect upon its acceptance and execution by ApTask. Except to the extent governed by the United States Arbitration Act (9 U.S.C. § 1, et seq.), and the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. § 1050, et seq.), this Agreement, the franchise, and all claims arising from or in any way related to the relationship between ApTask, and/or any of its Related Parties, on the one hand, and you, and any of Your owners, guarantors and/or affiliates, on the other hand, shall be interpreted and construed under the laws of the State of New Jersey, which laws shall prevail in the event of any conflict of law, except that any law regulating the sale of franchises or governing the relationship of a franchisor

and its franchise, will not apply unless jurisdictional requirements are met independently without reference to this paragraph.

11.2.2. In the event the arbitration clause set forth in Section 11.8 is inapplicable or unenforceable, and subject to ApTask's rights, as outlined in Section 11.9, the following provision shall govern: The parties hereby expressly agree that the United States District Court for the District of New Jersey, or if such court lacks subject matter jurisdiction, the Superior Court of New Jersey, Middlesex County, shall be the exclusive venue and exclusive proper forum in which to adjudicate any case or controversy arising out of or related to, either directly or indirectly, this Agreement, ancillary agreements, or the business relationship between the parties. The parties further agree that, in the event of such litigation, they will not contest or challenge the jurisdiction or venue of these courts. You acknowledge that this Agreement has been entered into in the State of New Jersey and that You are to receive valuable and continuing services emanating from ApTask's headquarters in New Jersey. Without limiting the generality of the foregoing, the parties waive all questions of jurisdiction or venue for the purposes of carrying out this provision.

11.3 Notices

The parties to this Agreement shall direct any notices to the other party at the Delivery Address specified below that party's name on the final page of this Agreement, or at another address if advised in writing that the address has been changed. The parties shall notify each other in writing of any Delivery Address changes. Notices may be delivered by facsimile (with simultaneous mailing of a copy by first class mail), by electronic mail (with simultaneous mailing of a copy by certified mail), courier, federal express, or first class mail. Notice by facsimile and electronic mail will be considered delivered upon submission, by courier, upon delivery, and by certified mail three days after posting. Any notice by a means which affords the sender evidence of delivery or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

11.4 Amendments

This Agreement may be amended only by a document signed by all of the parties to this Agreement or by their authorized agents.

11.5 No Waivers

No delay, waiver, omission or forbearance on the part of ApTask to exercise any right, option, duty, or power arising out of any breach of default by You under any of the terms, provisions, covenants, or conditions hereof shall constitute a waiver by Franchisor to enforce any such right, option, duty, or power as against You or as to subsequent breach or default by You. Subsequent acceptance by ApTask or any payments due to it hereunder shall not be deemed to be a waiver by ApTask of any preceding breach by You of any terms, provisions, covenants, or conditions of this Agreement.

11.6 Integration

This Agreement and all exhibits to this Agreement, constitute the entire agreement between the parties. This Agreement supersedes any and all prior negotiations, understandings, representations, and agreements. No representations have induced You to execute this Agreement with ApTask. Except for those permitted to be made unilaterally by ApTask hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

Notwithstanding the foregoing, nothing in this Agreement shall disclaim or require You to waive reliance on any representation that ApTask made in the most recent disclosure document (including its exhibits and amendments) (the “FDD”) that ApTask delivered to You or Your representative, subject to any agreed-upon changes to the contract terms and conditions described in that disclosure document and reflected in this Agreement (including any riders or addenda signed at the same time as this Agreement).

You acknowledge that You are entering into this Agreement as a result of Your own independent investigation and not as a result of any representations (with the exception of those representations made in the FDD) made by ApTask, its members, managers, officers, directors, employees, agents, representatives, or independent contractors that are contrary to the terms set forth in this Agreement. You acknowledge that the FDD You received contained a copy of this Franchise Agreement and that You reviewed the FDD and Franchise Agreement at least fourteen (14) days (or such other time as applicable law requires) before You signed this Agreement. You further understand, acknowledge, and agree that any information You obtain from any ApTask franchisee, including relating to their sales, profit, cash flows, and/or expenses, does not constitute information obtained from ApTask, nor does ApTask make any representation as to the accuracy of any such information.

11.7 Negotiation and Mediation

11.7.1. Agreement to Use Procedure

The parties have reached this Agreement in good faith and in the belief that it is mutually advantageous to them. In the same spirit of cooperation, they pledge to try to resolve any dispute without litigation or arbitration. Other than an action by ApTask under Section 11.9 of this Agreement, the parties agree that if any dispute arises between them, before beginning any legal action or arbitration to interpret or enforce this Agreement, they will first follow the procedures described in this section. Good faith participation in these procedures to the greatest extent reasonably possible, despite lack of cooperation by one or more of the other parties, is a precondition to maintaining any legal action or arbitration to interpret or enforce this Agreement.

11.7.2. Initiation of Procedures

The party that initiates these procedures (“Initiating Party”) must give written notice to the other party, describing in general terms the nature of the dispute, specifying the Initiating Party’s claim for relief including the damages sought, and identifying one or more persons with authority to

settle the dispute for him, her, or it. The party receiving the notice (“Responding Party”) has seven (7) days within which to designate by written notice to the Initiating Party one or more persons with authority to settle the dispute on the Responding Party’s behalf (the “Authorized Persons”).

11.7.3. Direct Negotiations

The Authorized Persons may investigate the dispute as they consider appropriate but agree to meet in-person at a location designated by ApTask within seven (7) days from the date of the designation of Authorized Persons to discuss resolution of the dispute. The Authorized Persons may meet at any times and places, and as often as they agree. If the dispute has not been resolved within ten (10) days after their initial meeting, either party may begin mediation procedures by giving written notice to the other party that it is doing so.

11.7.4. Selection of Mediator

The Authorized Persons will have seven (7) days from the date on which one party gives notice that he, she or it is beginning mediation within which to submit to one another written lists of acceptable mediators who are not associated with either of the parties. Within seven (7) days from the date of receipt of any list, the Authorized Persons must rank all the mediators in numerical order of preference and exchange the rankings. If one or more names are on both lists, the highest ranking one of these will be designated the mediator. If this process does not result in selection of a mediator, the parties agree jointly to request the arbitral organization designated in Section 11.8 to supply a list of qualified potential mediators. Within seven (7) days after receipt of the list, the parties must again rank the proposed mediators in numerical order of preference and must simultaneously exchange their lists. The mediator having the highest combined ranking shall be appointed as mediator. If the highest ranking mediator is not available to serve, the parties must go on to contact the mediator who was next highest in ranking until they are able to select a mediator.

11.7.5. Time and Place for Mediation

In consultation with the parties, the mediator shall promptly designate a mutually acceptable time and place for the mediation. Unless circumstances make it impossible, the time may not be later than thirty (30) days after selection of the mediator.

11.7.6. Exchange of Information

If either party to this Agreement believes he, she, or it needs information in the possession of another party to this Agreement to prepare for the mediation, all parties must attempt in good faith to agree on procedures for an exchange of information, with the help of the mediator, if required.

11.7.7. Summary of Views

At least seven (7) days before the first scheduled mediation session, each party must deliver to the mediator, and to the other party, a concise written summary of its views on the matter in dispute and on any other matters that the mediator asks them to include. The mediator may also request

that each party submit a confidential paper on relevant legal issues, which may be limited in length by the mediator, to him or her.

11.7.8. Representatives

In the mediation, each party must be represented by an Authorized Person, who must physically attend mediation, and may be represented by counsel. In addition, each party may, with permission of the mediator, bring with him, her, or it any additional persons who are needed to respond to questions, contribute information, and participate in the negotiations.

11.7.9. Conduct of Mediation

The mediator shall advise the parties in writing of the format for the meeting or meetings. If the mediator believes it will be useful, after reviewing the position papers, the mediator shall give both himself or herself and the Authorized Persons an opportunity to hear an oral presentation of each party's views on the matter in dispute. The mediator shall assist the Authorized Persons to negotiate a resolution of the matter in dispute, with or without the assistance of counsel or others. To this end, the mediator is authorized both to conduct joint meetings and to attend separate private caucuses with the parties.

All mediation sessions will be strictly private. The mediator must keep confidential all information learned unless specifically authorized by the party from which the information was obtained to disclose the information to the other party. The parties commit to participate in the proceedings in good faith with the intention of resolving the dispute if at all possible.

11.7.10. Termination of Procedure

The parties agree to participate in the mediation procedure to its conclusion as set forth in this section. The mediation may be concluded (1) by the signing of a settlement agreement by the parties, (2) by the mediator's declaration that the mediation is terminated, or (3) by a written declaration of either party, no earlier than at the conclusion of a full day's mediation, that the mediation is terminated. Even if the mediation is terminated without resolving the dispute, the parties agree not to terminate negotiations and not to begin any legal action or seek another remedy before the expiration of five (5) days following the mediation. A party may begin arbitration within this period only if the arbitration might otherwise be barred by an applicable statute of limitations or in order to request an injunction from a Court of competent jurisdiction to prevent irreparable harm.

11.7.11. Fees of Mediator, Disqualification

The fees and expenses of the mediator must be shared equally by the parties. The mediator may not later serve as a witness, consultant, expert, or counsel for any party with respect to the dispute, or any related or similar matter in which either of the parties is involved.

11.7.12. Confidentiality

The mediation procedure is a compromise, negotiation, or settlement discussion for purposes of federal and state rules of evidence. The parties agree that no stenographic, visual, or audio record of the proceedings may be made. Any conduct statement, promise, offer, view, or opinion, whether oral or written, made in the course of the mediation by the parties, their agents or employees, or the mediator, is confidential and shall be treated as privileged. No conduct, statement, promise, offer, view, or opinion made in the mediation procedure is discoverable or admissible in evidence for any purpose, not even impeachment, in any proceeding involving either of the parties. However, evidence that would otherwise be discoverable or admissible will not be excluded from discovery or made inadmissible simply because of its use in the mediation.

11.8 Arbitration

Except as provided in Section 11.9, and if not resolved by the negotiation and mediation procedures described in Section 11.7 above, any dispute, controversy, or claim between You and/or any of Your Related Parties, on the one hand, and ApTask and/or any of ApTask's Related Parties, on the other hand, including, without limitation, any dispute, controversy, or claim arising under, out of in connection with or related to (a) this Agreement, (b) the relationship of the parties, (c) the events leading up to the execution of this Agreement, (d) any loan or other finance arrangement between You and ApTask or its Related Parties, (e) the parties' relationship, (f) any System Standard, (g) any claim based in tort or any theory of negligence, and/or (j) the scope or validity of the arbitration obligation under this Agreement, shall be determined in Middlesex County, New Jersey, by the American Arbitration Association ("AAA"). This arbitration clause will not deprive ApTask of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction.

11.8.1. The arbitration will be administered by the AAA pursuant to its Commercial Arbitration Rules then in effect by one (1) arbitrator. The arbitrator shall be an attorney with substantial experience in franchise law. If proper notice of any hearing has been given, the arbitrator will have full power to proceed to take evidence or to perform any other acts necessary to arbitrate the matter in the absence of any party who fails to appear.

11.8.2. In connection with any arbitration proceeding, each party will submit or file any claim which would constitute a compulsory counterclaim (as defined by the then-current Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any such claim which is not submitted or filed in such proceeding will be forever barred.

11.8.3. Any arbitration must be on an individual basis and the parties and the arbitrator will have no authority or power to proceed with any claim as a class action, associational action, or otherwise to join or consolidate any claim with any claim or any other proceeding involving third-parties. If a court or arbitrator determines that this limitation on joinder of, or class action certification of claims is unenforceable then the agreement to arbitrate the dispute will be null and void and the parties must submit all claims to the jurisdiction of the courts in accordance with Section 11.8. The arbitration must take place in Middlesex County, New Jersey or at such other location as ApTask designates.

11.8.4. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator may not consider any settlement discussions or offers that might have been made by either You or ApTask. The arbitrator may not, under any circumstance, (a) stay the effectiveness of any pending termination of this Agreement, (b) assess punitive or exemplary damages, (c) certify a class or a consolidated action, or (d) make any award which extends, modifies or suspends any lawful term of this Agreement, or any reasonable standard of business performance that ApTask sets. The arbitrator will have the right to make a determination as to any procedural matters as would a court of competent jurisdiction be permitted to make in the state in which the main office of ApTask is located. The arbitrator will also decide any factual, procedural, or legal questions relating in any way to the dispute between the parties, including, but not limited to, any decision as to whether Section 11.8 is applicable and enforceable as against the parties, subject matter, timeliness, scope, remedies, unconscionability, and any alleged fraud in the inducement.

11.8.5. The arbitrator can issue summary orders disposing of all or part of a claim, and provide for temporary restraining orders, preliminary injunctions, injunctions, attachments, claim and delivery proceedings, temporary protective orders, receiverships, and other equitable and/or interim/final relief. Each party consents to the enforcement of such orders, injunctions, etc., by any court having jurisdiction.

11.8.6. The arbitrator will have subpoena powers limited only by the laws of the state of New Jersey.

11.8.7. The parties ask that the arbitrator limit discovery to the greatest extent possible consistent with basic fairness in order to minimize the time and expense of arbitration. The parties to the dispute will otherwise have the same discovery rights as are available in civil actions under the laws of the state of New Jersey.

11.8.8. All other procedural matters will be determined by applying the statutory common laws and rules of procedure that control a court of competent jurisdiction in the state of New Jersey.

11.8.9. Other than as may be required by law, the entire arbitration proceedings (including but not limited to, any rulings, decisions or orders of the arbitrator), will remain confidential and will not be disclosed to anyone other than the parties to this Agreement.

11.8.10. The judgment of the arbitrator on any preliminary or final arbitration award will be final and binding and may be entered in any court having jurisdiction.

11.8.11. ApTask reserves the right, but has no obligation, to advance Your share of the costs of any arbitration proceeding in order for such arbitration proceeding to take place and by doing so will not be deemed to have waived or relinquished ApTask's right to seek recovery of those costs against you.

11.8.12. The Arbitrator shall render a reasoned award unless otherwise requested by the parties. If ApTask requests a more detailed award, i.e. “findings of fact and conclusions of law,” the parties shall evenly split the excess cost above the cost required for a reasoned award. However, if You request an award more detailed than a reasoned award, i.e. “findings of facts and conclusions of law,” You shall bear the entire additional cost required for such award, which cost is above the cost for a reasoned award.

11.8.13. Should ApTask prevail in any arbitration, the Arbitration shall require You to pay all expenses of Arbitration.

11.9 Exceptions to Arbitration and Mediation

11.9.1. Notwithstanding the provisions of Sections 11.7 and 11.8 of this Agreement, ApTask shall be entitled, without bond, to the entry of temporary, preliminary and permanent injunctions, and orders of specific performance, enforcing the provisions of this Agreement in any court of competent jurisdiction relating to (a) Your, and/or any of Your Related Party’s use of the Marks, (b) Your confidentiality and non-competition covenants (Section 8), (c) Your obligations upon termination or expiration of the franchise, or (d) Transfer or assignment by You. If ApTask secures any such injunction or order of specific performance, You agree to pay to ApTask an amount equal to the aggregate of ApTask’s costs of obtaining such relief including, without limitation, reasonable attorneys’ fees, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and any damages incurred by ApTask as a result of the breach of any such provision.

11.9.2. Further, at the election of ApTask or its affiliate, the mediation and arbitration provisions of Sections 11.7 and 11.8, inclusive of all subparts, shall not apply to (a) any claim by ApTask relating to Your failure to pay any fee due to ApTask under this Agreement, and/or (b) any claim by ApTask or its affiliate relating to use of the Proprietary Marks and/or the System, including, without limitation, claims for violations of the Lanham Act, and/or (c) any claim by ApTask relating to a breach of Your confidentiality and/or non-competition obligations under this Agreement.

11.10 Injunctive Remedy for Breach

You recognize that You are a member of a Franchise Network and that Your acts and omissions may have a positive or negative effect on the success of other businesses operating under ApTask’s Trade Name and in association with its Marks. Failure on the part of a single franchisee to comply with the terms of its franchise agreement is likely to cause irreparable damage to ApTask and to some or all of the other franchisees of ApTask. For this reason, You agree that if ApTask can demonstrate to a court of competent jurisdiction that there is a substantial likelihood of Your breach or threatened breach of any of the terms of this Agreement, ApTask will be entitled to an injunction restraining the breach or to a decree of specific performance, without showing or proving any actual damage and without the necessity of positing bond or other security, any bond or other security being waived hereby Franchisor has the exclusive right to seek relief pursuant to this section in a court of competent jurisdiction as defined in section 11.2.2 of this Agreement or any other court of competent jurisdiction.

11.11 Limitations of Actions

You may not maintain an arbitration against the Franchisor or its Related Parties unless: (a) You deliver written notice of any claim to the other party within one hundred eighty (180) days after the event complained of becomes known to You, or when You should have known of said event had You been reasonably diligent, (b) thereafter, You must follow the negotiation and mediation procedures described above, and (c) You file an arbitration within one (1) year after the notice is delivered. While this Section 11.11 may limit the applicable statute of limitations, it is not intended to extend any applicable statute of limitation in any way. The limitations set forth in this Section 11.11 shall not apply to ApTask, its affiliates or its Related Parties.

11.12 Attorneys' Fees and Costs

If legal action or arbitration is necessary, including any motion to compel arbitration, or action on appeal, to enforce the terms and conditions of this Agreement, or for violation of this Agreement, ApTask will be entitled to recover reasonable compensation for preparation, investigation costs, court costs, arbitral costs, and reasonable accountants, attorneys, attorneys' assistants, and expert witness fees incurred by ApTask. Further, if ApTask is required to engage legal counsel in connection with any failure by You to comply with this Agreement, You shall reimburse ApTask for any of the above-listed costs and expenses incurred by ApTask, regardless of whether ApTask files or compels mediation, arbitration, or litigation.

11.13 Severability

Except as expressly provided to the contrary herein, each portion, section, part, term, and/or provision of this Agreement shall be considered severable, and if for any reason, any section, part, term, and/or provision herein is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such shall not impair the operation of or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible, and the latter shall continue to be given full force and effect and bind the parties hereto, and said invalid portions, sections, parts, terms, and/or provisions shall be deemed not to be a part of this Agreement.

11.14 Individual Dispute Resolution – No Class Action or Multi-Party Actions

Any legal action between or among the parties to this Agreement and any of their Related Parties shall be conducted on an individual basis and not on a consolidated or class-wide basis.

11.15 Waiver of Rights

THE PARTIES HERETO AND EACH OF THEM KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY AGREE AS FOLLOWS:

11.15.1. Jury Trial. The parties hereto and each of them EXPRESSLY WAIVE(S) THE RIGHT ANY MAY HAVE TO A TRIAL BY JURY IN ANY ARBITRATION, ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT

LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, FOR ANY CLAIMS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT, THE NEGOTIATION OF THIS AGREEMENT, THE EVENTS LEADING UP TO THE SIGNING OF THIS AGREEMENT, OR THE BUSINESS RELATIONSHIP RELATING TO THIS AGREEMENT OR THE FRANCHISE, WHETHER BROUGHT IN STATE OR FEDERAL COURT, WHETHER BASED IN CONTRACT THEORY, NEGLIGENCE OR TORT, AND REGARDLESS OF WHETHER OR NOT THERE ARE OTHER PARTIES IN SUCH ACTION OR PROCEEDING. This waiver is effective even if a court of competent jurisdiction decides that the arbitration provision in Section 11.8 is unenforceable. Each party acknowledges that it has had full opportunity to consult with counsel concerning this waiver, and that this waiver is informed, voluntary, intentional, and not the result of unequal bargaining power.

11.15.2. Damages Waiver. The parties hereto and each of them EXPRESSLY WAIVE(S) ANY CLAIM FOR PUNITIVE, MULTIPLE, AND/OR EXEMPLARY DAMAGES, *except that* this waiver and limitation shall not apply with respect to (a) Your obligation to indemnify ApTask pursuant to any provision of this Agreement, and/or (b) any claims ApTask brings against You and/or Your guarantors for unauthorized use of the Marks, unauthorized use or disclosure of any Confidential Information, unfair competition, breach of the non-competition covenant, and any other cause of action under the Lanham Act and ApTask shall be entitled to receive an award of multiple damages, attorneys' fees, and all damages as provided by law.

11.15.3. The parties hereto and each of them EXPRESSLY AGREE(S) THAT IN THE EVENT OF ANY FINAL DETERMINATION, ADJUDICATION, OR APPLICABLE ENACTMENT OF LAW THAT PUNITIVE, MULTIPLE, AND/OR EXEMPLARY DAMAGES MAY NOT BE WAIVED, ANY RECOVERY BY ANY PARTY IN ANY ARBITRATION OR OTHER FORUM SHALL NEVER EXCEED TWO (2) TIMES ACTUAL DAMAGES, except that APTASK may recover more than two (2) times its actual damages if You commit acts of willful trademark infringement or otherwise violate the Lanham Act, as provided by law.

11.15.4. You hereby expressly waive any and all rights, actions, or claims for relief under the Federal Act entitled "Racketeer Influenced and Corrupt Organizations," 18 U.S.C. § 1961, *et seq.*

11.15.5. You hereby expressly agree that the existence of any claims You may have against ApTask or its Related Parties, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by ApTask of the covenants contained in this Agreement. You agree to pay all costs and expenses, including reasonable attorneys' fees, incurred by ApTask in connection with the enforcement of any covenant contained in this Agreement.

11.16 Approval and Guaranty Provision

If You are a corporation, all officers and shareholders, or, if You are a partnership, all Your general partners, or, if You are a limited liability company, all Your members, shall approve this Agreement, permit You to furnish the financial information required by ApTask, and agree to the restrictions placed on them including restrictions on the transferability of their interests in the

franchise and the ApTask Business and limitations on their rights to compete, and sign separately a Guaranty, guaranteeing Your payments and performance. Where required to satisfy our standards of creditworthiness, or to secure the obligations made under this Agreement, Your spouse or the spouses of Your Related Parties, may be asked to sign the Guaranty. Our form of Guaranty appears as Exhibit C to this Agreement.

11.17 Acceptance by ApTask

This Agreement will not be binding on ApTask unless and until an authorized officer of ApTask has signed it.

11.18 Disclaimer of Representations

NO SALESPERSON, REPRESENTATIVE, OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE US EXCEPT OUR AUTHORIZED OFFICER BY A WRITTEN DOCUMENT. YOU ACKNOWLEDGE THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES, OR WARRANTIES OF ANY KIND WERE MADE BY US OR ON OUR BEHALF WHICH HAVE LED YOU TO ENTER INTO THIS AGREEMENT. YOU UNDERSTAND THAT WHETHER YOU SUCCEED AS A FRANCHISEE IS DEPENDENT UPON YOUR EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF YOUR EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND OUR CONTROL, OR INFLUENCE. YOU FURTHER UNDERSTAND THAT SOME FRANCHISEES ARE MORE OR LESS SUCCESSFUL THAN OTHER FRANCHISEES AND THAT WE HAVE MADE NO REPRESENTATION THAT YOU WILL DO AS WELL AS ANY OTHER FRANCHISEE. YOU UNDERSTAND THAT APTASK IS NOT A FIDUCIARY AND HAS NO SPECIAL RESPONSIBILITIES BEYOND THE NORMAL RESPONSIBILITIES OF A SELLER IN A BUSINESS TRANSACTION.

11.19 Receipt

The undersigned acknowledges receipt of this Agreement and the Franchise Disclosure Document, with exhibits, at least fourteen (14) calendar days (unless otherwise required by applicable law) before execution of this Agreement or Your payment of any monies to us, refundable or otherwise.

11.20 Opportunity for Review by Your Advisors

You acknowledge that we have recommended, and that You have had the opportunity to obtain a review of this Agreement, and our Franchise Disclosure Document, by Your lawyer, accountant, or other business advisor before execution hereof.

11.21 Execution of Agreements

Each of the undersigned parties warrants that it has the full authority to sign this Agreement. If You are a partnership, limited liability company, or corporation, the person executing this agreement on behalf of such partnership, limited liability company, or corporation warrants to us, both individually and in his capacity as partner member, manager, or officer, that all of the partners

of the partnership all of the members or managers of the limited liability company, or all of the shareholders of the corporation, as applicable, have read and approved this Agreement, including any restrictions which this Agreement places upon rights to transfer their interest in the partnership limited liability company or corporation.

11.22 Independent Investigation

You acknowledge that You have conducted an independent investigation of the franchised business contemplated by this Agreement and recognize that it involves business risks which make the success of the venture largely dependent upon Your business abilities and efforts. You acknowledge that You have been given the opportunity to clarify any provision of this Agreement that You may not have initially understood and that we have advised You to have this Agreement reviewed by an attorney.

11.23 No Guarantee of Earnings

You understand that neither ApTask nor any of our representatives and/or agents with whom You have met have made and are not making any guarantees express or implied, as to the extent of Your success in Your franchised business, and have not and are not in any way representing or promising any specific amounts of earnings or profits in association with Your franchised business.

11.24 No Personal Liability

You agree that fulfillment of any and all of our obligations written in this Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be ApTask's sole responsibility and none of its agents, representatives, nor any individuals associated with it shall be personally liable to You for any reason.

11.25 Non-Uniform Agreements

ApTask makes no representations or warranties that all other agreements with ApTask System franchisees entered into before or after the Effective Date do or will contain terms substantially similar to those contained in this Agreement. You recognize, acknowledge, and agree that ApTask may waive or modify comparable provisions of other franchise agreements granted to other System franchisees in a non-uniform manner.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS TO THE PROVISIONS OF THIS FRANCHISE AGREEMENT, the undersigned have signed this Agreement on the date set forth in Section 1 hereof.

FRANCHISOR:

APTASK WORKFORCE, LLC
doing business as ApTask

By: _____
Name: Taj Haslani
Title: President
Date: _____

Delivery Addresses for Notices:

ApTask Workforce, LLC
120 South Wood Avenue, 3rd Floor
Iselin, New Jersey 08830

Evan M. Goldman, Esquire
The Franchise Firm LLP
225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

Delivery Address for Notices:

EXHIBIT A TO APTASK FRANCHISE AGREEMENT

FRANCHISE DATA SHEET

1. **Form of Ownership.** Franchisee is a (check one):

_____ *Sole Proprietorship*
_____ *Partnership*
_____ *Limited Liability Company*
_____ *Corporation*

State of incorporation / organization / residence: _____

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

EXHIBIT B TO APTASK FRANCHISE AGREEMENT

STAFFING AND PLACEMENT FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	Currently 1% of Gross Billings, but can be increased on 10 Days' Notice. ⁽³⁾	When we collect payment from the client.	Based on Gross Billings during the previous month.
Direct Hire Fee ⁽⁴⁾	Currently 10% of Gross Billings, but can be increased on 10 Days' Notice.	When we collect payment from the client.	Based on Gross Billings [Fees] for Direct Hires during the previous month.
Existing Account Fee ⁽⁵⁾	Currently 2.5% - 5% of Gross Billings, but can be increased on 10 Days' Notice.	When we collect payment from the client.	If You place a candidate with our, our affiliate's, or another franchisee's client, or if we, our affiliate, or another franchisee places a candidate with Your client.
Operations Fee	Currently 40% of Gross Margin, but can be increased on 10 Days' Notice. ⁽⁶⁾	When we collect payment from the client.	Based on Gross Margin for a temporary Candidate or Direct Hire.
Payroll Fee	Currently 20% of Pay Rate, but can be increased on 10 Days' Notice. (W-2 Employee). Currently 10% of Pay Rate, but can be increased on 10 Days' Notice. (Independent Contractor or Employee Hired through a Corporation).	When we collect payment from the client.	Based on the Pay Rate for an employee who we process payroll for a W-2 employee (20%) or an independent contractor or employee hired through a corporation (10%).

Employee Services and Benefits	Our Cost.	When we collect payment from the client.	Payable if we provide services or incur any costs, such as immigration assistance or travel, or additional benefits mandated by applicable law (such as medical insurance or paid sick leave) or by the employer (such as paid vacation time).
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The following is an example of how the fees will be earned, deducted, and distributed pursuant to this Agreement, based on now-current fees:

The amount paid by the client (i.e. the Bill Rate (see Section 3.5))

Minus the amount we pay the employee (i.e. the Pay Rate (see Section 3.18))

Minus our Payroll Fee (20% of the Pay Rate for a W-2 employee, or 10% of the Pay Rate for a corporation-to-corporation or independent contractor) (see Section 3.19) or the Direct Hire Fee (see Section 3.9)

Minus the Royalty fee (1%)

Minus the Operations Fee (40% of Gross Margin) (see Section 3.21)

Minus any other applicable fees or expenses (see Sections 5 and 6)

Equals amount You receive

However, if the amount above, where it says “Equals amount You receive,” is a negative number, ApTask may demand reimbursement from You or deduct the amount due from any future amounts to be paid to You, at ApTask’s sole discretion.

THE AMOUNTS USED HEREIN ARE SOLELY TO MAKE THE CALCULATION EASIER TO UNDERSTAND, AND ARE NOT A REPRESENTATION OF ACTUAL OR POTENTIAL FINANCIAL PERFORMANCE.

EXHIBIT C TO APTASK FRANCHISE AGREEMENT

PRINCIPAL OWNER'S GUARANTY

This Guaranty must be signed by each of the principal owners, and their spouses, (referred to as “you” or “Your” for purposes of this Guaranty only) of _____ (the “Franchisee”) under the Franchise Agreement dated _____ (the “Agreement”) with ApTask Workforce, LLC, a Delaware limited liability company (“we,” “us,” or “our”).

1. **Incorporation of Terms.** Each term of the Agreement is incorporated into this Guaranty.

2. **Guaranty.** In consideration of and as an inducement to us signing and delivering the Agreement, each of You signing this Guaranty personally and unconditionally: guarantee to us and our successors and assigns that (a) the Franchisee will punctually pay and perform every obligation and obey every restriction and covenant set forth in the Agreement and (b) each of You agrees to be personally bound by, and personally liable for the breach of, each and every obligation, restriction, and covenant in the Agreement.

3. **Payment.** If the Franchisee fails to make any payment when due or otherwise defaults under any of the terms of the Agreement, immediately upon demand, You will pay to us the full amount owed, plus any interest or penalty allowed under the Agreement. All payments are made without set-off, deduction, or withholding for any reason, and are final and free from any defense, claim or counterclaim of you, except the defense that the Franchisee has paid all obligations in full.

4. **Waivers.** Each of You waives: (a) acceptance and notice of acceptance by us of Your obligations under this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed by you; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed by you; (d) any right You may have to require that an action be brought against the Franchisee or any other person as a condition of Your liability; (e) all rights to payments and claims for reimbursement or subrogation which You may have against the Franchisee arising as a result of Your execution of and performance under this Guaranty; and (f) all other notices and legal or equitable defenses to which You may be entitled in Your capacity as guarantors.

5. **Consents and Agreements.** Each of You consents and agrees that: (a) Your direct and immediate liability under this Guaranty are joint and several; (b) You must render any payment or performance required under the Agreement upon demand if the Franchisee fails or refuses punctually to do so; (c) Your liability will not be contingent or conditioned upon our pursuit of any remedies against the Franchisee or any other person; (d) Your liability will not be diminished, relieved, or otherwise affected by any extension of time, credit, or other indulgence which we may periodically grant to the Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims and no such indulgence will in any way modify or amend this Guaranty; and (e) this Guaranty will

continue and is irrevocable during the term of the Agreement and, if required by the Agreement, after its termination or expiration.

6. **Enforcement Costs.** If we are required to enforce this Guaranty in any judicial or arbitration proceeding or any appeals, You must reimburse us for our enforcement costs. Enforcement costs include reasonable accountants', attorneys', attorney's assistants', arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, arbitration filing fees, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of any written demand, claim, action, hearing, or proceeding to enforce this Guaranty.

7. **Effectiveness.** Your obligations under this Guaranty are effective on the Agreement Date, regardless of the actual date of signature. Terms not otherwise defined in this Guaranty have the meanings as defined in the Agreement. This Guaranty is governed by New Jersey law and we may enforce our rights regarding it in the courts of Middlesex County, New Jersey. Each of You irrevocably submits to the jurisdiction and venue of such courts.

Each of You now signs and delivers this Guaranty effective as of the date of the Agreement regardless of the actual date of signature. Each of the undersigned Guarantors represents and warrants that, if no signature appears below for such Guarantor's spouse, such Guarantor is not married.

Signature of Each Guarantor	Percentage of Ownership in Franchisee
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

EXHIBIT D TO APTASK FRANCHISE AGREEMENT

SAMPLE GENERAL RELEASE AGREEMENT WAIVER AND RELEASE OF CLAIMS

This Waiver and Release of Claims (“Release”) is made as of _____, 20__ by _____, a(n) _____ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of ApTask Workforce, LLC, a Delaware limited liability company (“Franchisor,” and together with Releasor, the “Parties”).

WHEREAS, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate an ApTask Business (as defined in the Agreement);

WHEREAS, Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee, (enter into a successor franchise agreement) and Franchisor has consented to such transfer (agreed to enter into a successor franchise agreement); and

WHEREAS, as a condition to Franchisor’s consent to the transfer (Franchisee’s ability to enter into a successor franchise agreement), Releasor has agreed to execute this Release upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of Franchisor’s consent to the transfer (Franchisor entering into a successor franchise agreement), and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. Representations and Warranties. Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. Release. Releasor and its subsidiaries, affiliates, parents, divisions, renewals and assigns and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, renewals and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent,

suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement and the offer and sale of the franchise related thereto.

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of New Jersey.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorney fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, renewals, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

h. The Parties agree to do such further acts and things and to execute and deliver such additional agreements and instruments as any Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

IN WITNESS WHEREOF Releasor has executed this Release as of the date first written above.

Dated: _____, 20____

FRANCHISEE:

By: _____

Title: _____

FRANCHISEE'S OWNERS:

Date: _____

Signature

Print Name

EXHIBIT E TO APTASK FRANCHISE AGREEMENT

NONDISCLOSURE, NONSOLICITATION AND NONCOMPETITION AGREEMENT

This Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of ApTask Workforce, LLC, a Delaware limited liability company, and its renewals and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. Definitions.

“*Competitive Business*” shall mean any and all businesses that are competitive with ApTask Business, including, without limitation, any business which offers temporary or permanent staffing services.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of an ApTask business, whether now in existence or created in the future.

“*Franchisee*” means the ApTask franchisee for whom You are an officer, director, employee or independent contractor.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an ApTask business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of an ApTask business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an ApTask business, including “ApTask”, and any other trademarks, service marks, or trade names that we designate for use by an ApTask business. The term “Marks” also includes any distinctive trade dress used to identify an ApTask business, whether now in existence or hereafter created.

“*Prohibited Activities*” means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing (a) any of our employees or managers (or those of our affiliates or franchisees) to leave their position or (b) any customer of ours (or of one of our

affiliates or franchisees) to transfer their business to You or to any other person that is not then a franchisee of ours.

“Restricted Period” means the two (2) year period after You cease to be a manager of Franchisee’s ApTask business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the “Restricted Period” means the one (1) year period after You cease to be a manager or officer of Franchisee’s ApTask business.

“System” means our system for the establishment, development, operation, and management of an ApTask business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

2. **Background.** You are an officer, director, or manager of Franchisee. As a result of this relationship, You may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that You could seriously jeopardize our entire franchise system if You were to unfairly compete with us. In order to avoid such damage, You agree to comply with the terms of this Agreement.

3. **Intellectual Property.** You agree: (i) You will not use the Know-how in any business or capacity other than the ApTask business operated by Franchisee; (ii) You will maintain the confidentiality of the Know-how at all times; (iii) You will not make unauthorized copies of documents containing any Know-how; (iv) You will take such reasonable steps as we may ask of You from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) You will stop using the Know-how immediately if You are no longer a manager of Franchisee’s ApTask business. You further agree that You will not use the Intellectual Property for any purpose other than the performance of Your duties for Franchisee and within the scope of Your employment or other engagement with Franchisee.

4. **Unfair Competition During Relationship.** You agree not to unfairly compete with us at any time while You are a manager of Franchisee’s ApTask business by engaging in any Prohibited Activities.

5. **Unfair Competition After Relationship.** You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities. If You engage in any Prohibited Activities during the Restricted Period, then You agree that Your Restricted Period will be extended by the period of time during which You were engaging in the Prohibited Activity.

6. **Immediate Family Members.** You acknowledge that You could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether You disclosed the Know-how to family members. Therefore, You agree that You will be presumed to have violated the terms of this Agreement if any member of Your immediate family (i) engages in any Prohibited Activities during any period of time during which You are prohibited from engaging in the Prohibited Activities or (ii) uses or discloses the Know-how. However, You may rebut this presumption by furnishing evidence conclusively showing that You did not disclose the Know-how to the family member.

7. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) You have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

8. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other ApTask franchisees for which there is no adequate remedy at law. Therefore, You agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense or cause of action that You may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

9. **Miscellaneous.**

a. If we hire an attorney or file suit against You because You have breached this Agreement and prevail against you, You agree to pay our reasonable attorney fees and costs in doing so.

b. This Agreement will be governed by, construed and enforced under the laws of New Jersey and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to You by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, and/or shortening the duration of the Restricted Period reducing the scope of any other covenant imposed upon You under this

Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

EXECUTED on the date stated below.

Date: _____

Signature

Print Name

EXHIBIT F TO APTASK FRANCHISE AGREEMENT

SAMPLE CONFIDENTIALITY AGREEMENT

This Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of ApTask Workforce, LLC, a Delaware limited liability company, and its renewals and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. **Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

“*ApTask Business*” means a business which offers temporary or permanent staffing services.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of an ApTask Business, whether now in existence or created in the future.

“*Franchisee*” means the ApTask franchisee for whom You are an officer, director, employee, or independent contractor.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an ApTask Business, including, but not limited to, methods, techniques, specifications, proprietary practices, and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of a or ApTask Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an ApTask Business, including “ApTask”, and any other trademarks, service marks or trade names that we designate for use by an ApTask Business. The term “Marks” also includes any distinctive trade dress used to identify an ApTask Business, whether now in existence or hereafter created.

“*System*” means our system for the establishment, development, operation, and management of an ApTask Business, including Know-How, proprietary programs and products, confidential operations manuals, and operating system.

2. **Background.** You are an employee or independent contractor of Franchisee. As a result of this association, You may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that

You could seriously jeopardize our entire franchise system if You were to unfairly compete with us. In order to avoid such damage, You agree to comply with the terms of this Agreement.

3. **Know-How and Intellectual Property.** You agree: (i) You will not use the Know-how in any business or capacity other than the ApTask Business operated by Franchisee; (ii) You will maintain the confidentiality of the Know-how at all times; (iii) You will not make unauthorized copies of documents containing any Know-how; (iv) You will take such reasonable steps as we may ask of You from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) You will stop using the Know-how immediately if You are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that You will not use the Intellectual Property for any purpose other than the performance of Your duties for Franchisee and within the scope of Your employment or other engagement with Franchisee.

4. **Immediate Family Members.** You acknowledge that You could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether You disclosed the Know-how to family members. Therefore, You agree that You will be presumed to have violated the terms of this Agreement if any member of Your immediate family uses or discloses the Know-how. However, You may rebut this presumption by furnishing evidence conclusively showing that You did not disclose the Know-how to the family member.

5. **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) You have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

6. **Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other ApTask franchisees for which there is no adequate remedy at law. Therefore, You agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of Yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense or cause of action that You may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. **Miscellaneous.**

- a. If we hire an attorney or file suit against You because You have breached this Agreement and prevail against you, You agree to pay our reasonable attorney fees and costs in doing so.
- b. This Agreement will be governed by, construed, and enforced under the laws of New Jersey and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.
- c. Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date: _____

Signature

Print Name

EXHIBIT G TO APTASK FRANCHISE AGREEMENT

SAMPLE APPROVAL OF REQUESTED ASSIGNMENT

This Approval of Requested Assignment (“Agreement”) is entered into this ____ day of _____, 20____, between ApTask Workforce, LLC (“Franchisor”), _____ (“Former Franchisee”), and _____ (“New Franchisee”).

RECITALS

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated _____, 20____ (“Franchise Agreement”), in which Franchisor granted Franchisor the right to operate an ApTask franchise with a primary operating address of _____ (“Franchised Business”); and

WHEREAS, Former Franchisee desires to assign (“Requested Assignment”) the Franchised Business to New Franchisee from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“Franchisor’s Assignment Fee”).

2. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement and waives any obligation for Former Franchisee to enter into a subordination agreement pursuant to the Franchise Agreement.

3. Termination of Rights to the Franchised Business. The parties acknowledge and agree that all of Former Franchisee’s rights to operate the Franchised Business and rights under the Franchise Agreement are hereby relinquished and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business. Former Franchisee and its owners agree to comply with all of the covenants in the Franchise Agreement that expressly or by implication survive the termination, expiration or transfer of the Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor’s current form of General Release Agreement, which is attached to this Agreement as Attachment A.

4. New Franchise Agreement. New Franchisee shall execute Franchisor’s current form of Franchise Agreement and attachments for the Franchised Business (as amended by the

form of Addendum prescribed by Franchisor, if applicable), which is attached to this Agreement as Attachment B, and any other required contracts for the operation of an ApTask franchise as stated in Franchisor's Franchise Disclosure Document.

5. Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three (3) year period following the execution of this Agreement.

6. Acknowledgment by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("Transaction") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a new franchise agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Franchisee and shall not involve Franchisor.

7. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Franchise Agreement or Franchised Business. Buyer hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the new Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

8. Notices. Any notices given under this Agreement shall be in writing and if delivered by hand, or transmitted by U.S. certified mail, return receipt requested, postage prepaid, or via telegram or telefax, shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or telefax number appearing on the records of the sending party.

9. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Franchise Agreement.

10. Affiliates. When used in this Agreement, the term "Affiliates" has the meaning as given in Rule 144 under the Securities Act of 1933.

11. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, with the intent that this be a sealed, as of the day and year first above written.

Dated: _____, 20____

FRANCHISOR:

APTASK WORKFORCE, LLC

Name: Taj Haslani

Title: President

FORMER FRANCHISEE:

By: _____

Title: _____

NEW FRANCHISEE:

By: _____

Title: _____

EXHIBIT G TO APTASK FRANCHISE AGREEMENT
Attachment A

(INSERT Termination and Release Agreement)

EXHIBIT G TO APTASK FRANCHISE AGREEMENT
Attachment B

(INSERT New Franchise Agreement to be Signed)

EXHIBIT H TO APTASK FRANCHISE AGREEMENT

EXCLUSIVE CLIENTS

- 1.
- 2.
- 3.
- 4.
- 5.

EXHIBIT B TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

APTASK WORKFORCE LLC

AUDITED FINANCIAL STATEMENTS

TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

VBC & COMPANY
Certified Public Accountants
A Professional Corporation
97, Cedar Grove Lane, Suite 202,
Somerset, NJ 08873.
email: balav@vbccpa.com

APTASK WORKFORCE LLC

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VBC & COMPANY
Certified Public Accountants
A Professional Corporation
97 Cedar Grove Lane, Suite 202
Somerset, NJ 08873

INDEPENDENT AUDITOR'S REPORT

**To the Members' of,
Aptask Workforce LLC,
New Jersey, USA**

Opinion

We have audited the accompanying financial statements of Aptask Workforce LLC, which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income, retained earnings, and cash flows for the twelve months ended December 31, 2024 and 2023, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Aptask Workforce LLC as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Aptask Workforce LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Aptask Workforce LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as

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fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Aptask Workforce LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Aptask Workforce LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Balachander Venkataramanan
VBC & Company
Certified Public Accountants
Somerset, New Jersey
April 30, 2025

**APTASK WORKFORCE LLC
BALANCE SHEETS
AS OF DECEMBER 31, 2024 AND 2023**

	2024	2023
Current assets		
Cash and cash equivalents	\$ 2,750	\$ 1,762
Accounts receivable, net	248,679	-
Due from affiliate	360,220	500,886
Total current assets	<u>611,649</u>	<u>502,648</u>
Total assets	<u>\$ 611,649</u>	<u>\$ 502,648</u>
Current liabilities		
Accounts payable and accrued liabilities	\$ 141,320	\$ 91,049
Other current liabilities	-	6,250
Total current liabilities	<u>141,320</u>	<u>97,299</u>
Total liabilities	<u>141,320</u>	<u>97,299</u>
Members' equity		
Members' capital	13,000	13,000
Accumulated surplus	457,330	392,349
Total members' equity	<u>470,330</u>	<u>405,349</u>
Total liabilities and members' equity	<u>\$ 611,649</u>	<u>\$ 502,648</u>

(See report of independent auditors' and accompanying notes to financial statements)

APTASK WORKFORCE LLC
STATEMENTS OF INCOME
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Revenue		
Income from services	\$ 1,813,927	\$ 1,345,545
Other income	90	-
Total income	<u>1,814,017</u>	<u>1,345,545</u>
Direct costs	1,728,074	1,165,424
Gross profit	<u>85,943</u>	<u>180,121</u>
General & administrative expenses	20,963	584
Net income	<u>\$ 64,981</u>	<u>\$ 179,537</u>
Retained earnings, beginning of period	392,349	223,154
Distributions	-	(10,342)
Retained earnings, end of period	<u>\$ 457,330</u>	<u>\$ 392,349</u>

(See report of independent auditors' and accompanying notes to financial statements)

APTASK WORKFORCE LLC
STATEMENTS OF CASH FLOWS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
Cash flows from operating activities:		
Net income	\$ 64,981	\$ 179,537
<u>Changes in operating assets and liabilities :</u>		
Accounts receivable	(248,679)	-
Advances & other current assets / liabilities	(6,250)	6,899
Accounts payable and accrued expenses	50,271	(6,937)
Net cash provided by / (used in) operating activities	(139,678)	179,499
Net cash provided by / (used in) investing activities	-	-
Cash flows from financing activities:		
Payments (to) / from affiliate	140,666	(170,806)
Distributions	-	(10,342)
Net cash provided by / (used in) financing activities	140,666	(181,148)
Increase / (decrease) in cash and cash equivalents	988	(1,649)
Cash and cash equivalents, beginning of year	1,762	3,411
Cash and cash equivalents, end of year	\$ 2,750	\$ 1,762
Interest paid	\$ -	\$ -
Taxes paid	\$ -	\$ -

(See report of independent auditors' and accompanying notes to financial statements)

APTASK WORKFORCE LLC
STATEMENTS OF CHANGES IN MEMBERS' EQUITY
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

	2024	2023
<u>Members' capital account</u>		
Balance, beginning of period	\$ 13,000	\$ 13,000
Balance, end of period	<u>13,000</u>	<u>13,000</u>
<u>Retained earnings</u>		
Balance, beginning of period	392,349	223,154
Net income	64,981	179,537
Distributions	-	(10,342)
Balance, end of period	<u>457,330</u>	<u>392,349</u>
Total members' equity	<u>\$ 470,330</u>	<u>\$ 405,349</u>

(See report of independent auditors' and accompanying notes to financial statements)

Page 8

APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

Note 1- Summary of significant accounting policies

Nature of Operations

Aptask Workforce LLC. (the "Company"), a Delaware Limited Liability Company, under the majority ownership of 3R Connect Holdings LLC. The company develops, franchises and provides workforce solution specializing in temporary staffing and permanent placing, under the brand name "Ap Task". The company acts as a franchisor. Numerous factors affect the Company's operating results, including general economic conditions, market acceptance and demand for its consulting services, its ability to obtain new clients, and rapidly changing technologies and competition.

Accounting Policies

These financial statements are prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("GAAP"); consequently, revenues are recognized when services are rendered and expenses reflected when cost are incurred. Accounting policies have been consistently applied except where a newly issued accounting standard is initially adopted or a revision to an existing accounting standard require a change in accounting policy hitherto in use.

Concentration of Credit Risk

The Company maintains cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and the Company places its cash and cash equivalents with high-credit quality financial institutions. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. With respect to trade receivables, the Company generally does not require collateral because of the common business practice prevailing in the industry and also that majority of the Company's customers are fairly well established companies operating in a variety of industries and geographic regions. When necessary, the Company establishes an allowance for doubtful accounts based upon factors surrounding the credit risk of specific customers, historical trends and other information.

Use of Estimates

The Company's management makes estimates and assumptions in the preparation of its financial statements in conformity with accounting principles generally accepted in the United States of America. These estimates and assumptions may affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities as on the date of the financial statements and the reported amounts of revenues and expenses during the respective reporting periods. Actual results could differ from those results implicit in the estimates and assumption.

Cash and cash equivalents

Cash and cash equivalents consist of demand deposits. The Company considers all highly liquid investments purchased with a remaining maturity principally of three months or less to be cash equivalents.

The Company maintains its cash in a bank deposit account that, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk.

Financial Instruments

The Company's financial instruments including cash and cash equivalents, accrued expenses, accounts receivable, accounts payable and lines of credit, all of which approximate fair value at the balance sheet dates.

APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

Accounts receivable

Accounts receivable are stated at cost less an allowance for doubtful accounts if considered necessary. Credit is extended to customers after an evaluation of the customer's financial condition, and generally collateral is not required. Management's determination of the allowance for doubtful accounts is based on an evaluation of the accounts receivable, past experience, current economic conditions and other risks inherent in the accounts receivable portfolio.

Allowance for Doubtful Accounts

The allowance for doubtful accounts reflects the Company's best estimate of probable losses inherent in the accounts receivable balance. The Company determines the allowance based on known troubled accounts, historical experience, and other currently available evidence. The allowance for doubtful accounts for the twelve months ended December 31, 2024 and 2023 was zero.

Revenue Recognition

The Company recognizes revenue as the company transfers control of deliverables (products, solutions and services) to their clients in an amount reflecting the consideration to which the company is expected to be entitled. To recognize revenues, the company applies the following five step approach: (1) identify the contract with a customer, (2) identify the performance obligations in the contract, (3) determine the transaction price, (4) allocate the transaction price to the performance obligations in the contract, and (5) recognize revenues when a performance obligation is satisfied. The company accounts for a contract when it has approval and commitment from all parties, the rights of the parties are identified, payment terms are identified, the contract has commercial substance and collectability of consideration is probable. The company applies judgment in determining the customer's ability and intention to pay based on a variety of factors including the customer's historical payment experience.

The Company generates most of its revenue from its franchisees and includes initial fees, continuing fees and renewal fees. The Company recognize continuing fees, which are based upon a percentage of franchisee sales, payable upon collection as those sales occur and collection completed. The Company recognizes renewal fees when a renewal agreement with a franchisee becomes effective. Comprehensive revenue recognition model is designed to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Revenues are recognized as control of the promised service is transferred to customers, in an amount that reflects the consideration expected in exchange for the services. Revenues from contract assignments are recognized over time, based on hours worked by the Company's contract professionals. The performance of the requested service over time is the single performance obligation for assignment revenues. Revenues are recognized net of variable consideration to the extent that it is probable that a significant reversal of revenues will not occur in subsequent periods. The Company recognizes revenue for fixed-price contracts using percentage of completion method. Under this method of revenue recognition, the Company estimates the progress towards completion to determine the amount of revenue and profit to recognize on all significant contracts. The Company utilizes a cost-to-cost approach in applying the percentage-of-completion method, under which revenue is earned in proportion to total costs incurred, divided by total costs expected to be incurred. The recognition of profit is dependent upon the accuracy of a variety of estimates, including software development progress, achievement of milestones and other incentives, penalty provisions, labor productivity and cost estimates. Such estimates are based on various judgments that the Company makes with respect to those factors and are difficult to accurately determine until the project is significantly underway. Due to uncertainties, inherent in the estimation process, it is possible that actual completion costs may vary from estimates. If estimated total costs on any contract indicate a loss, the Company charges the entire estimated loss to operations in the period the loss first becomes known. Maintenance revenues are recognized ratably over the term of the underlying maintenance agreement.

APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

The Company recognizes most of its revenue on a gross basis when it acts as a principal in its transactions. The Company has direct contractual relationships with its customers, bears the risks and rewards of its arrangements, has the discretion to select the contract professionals and establish the price for the services to be provided. The Company primarily provides services through its employees and through subcontractors; the related costs are included in cost of sales. The Company includes billable expenses (out-of-pocket reimbursable expenses) in revenue and the associated expenses are included in cost of sales.

Cost of Revenues

The costs of revenues are classified as direct costs on the income statement and consist primarily of employee costs and sub-contractor's costs, and other costs incurred in connection with the execution of projects.

Property and equipment

Property and equipment, consisting of computers, furniture, vehicle and equipment, are stated at cost. Improvements which substantially increase the useful lives of assets are capitalized. Maintenance and repairs are expensed as incurred. Upon retirement or disposal, the related cost and accumulated depreciation are removed from the respective accounts and any gain or loss is recorded. Depreciation on all property and equipment is calculated using the straight-line method over the estimated useful lives of the assets which range from three to ten years. The Company amortizes business and commercial rights, over five years' period. The Company amortizes goodwill, (purchased or merger related) over five years' period. The depreciation expense, including amortization for the twelve months ended December 31, 2024 and 2023 was zero.

Income Taxes

The company is taxed as a partnership, under the provisions of the Internal Revenue Code and applicable state Statutes. Accordingly, no provision has been made for federal and certain state income taxes at the company level. However, the constituents are subject to various other state and local taxes, which have been included as other taxes in General and Administrative expenses.

Impairment of Assets

The Company assesses at each balance sheet date whether there is any indication that any asset may be impaired. If any such indication exists, the carrying value of such assets is reduced to its recoverable amount and the amount of such impairment loss is charged to Income statement. If at the balance sheet date there is an indication that a previously assessed impairment loss no longer exists, then such loss is reversed and the asset is restated to that effect.

Provisions and Contingent Liabilities

The Company recognizes a provision when there is a present obligation as a result of a past event that probably requires outflow of resources, which can be reliably estimated. Disclosures for a contingent liability is made, without a provision in books, when there is an obligation that may, but probably will not, require outflow of resources. Contingent assets are neither recognized nor disclosed in the financial statements.

Note 2 – Cash and Cash equivalents

As of December 31, 2024 and 2023 Cash and cash equivalents were \$ 2,750 and \$ 1,762 respectively.

APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

Note 3 – Income Taxes

The Company is taxed as a partnership under the provisions of the Internal Revenue Code and applicable state statutes. Accordingly, no provision has been made for federal and certain state income taxes at the corporate level. Any entity level minimum taxes charged by the states is included under Selling, General and Administrative expenses.

Uncertain tax positions: The Company does not have any uncertain tax liabilities or benefits that could materially affect the effective tax rate. The tax years 2024, 2023, and 2022 were open as of reporting date. Management regularly assesses the tax risk of the company's return filing positions for all open years.

Note 4 – Litigation and Contingencies

Contingent liabilities: The Company is named in various claims and legal actions in the ordinary course of business. Based on the management's opinion, there are no pending significant legal proceedings to which the Company is a party, the ultimate outcome would have a material adverse effect on the Company's financial position.

Note 5 – Members' Capital

The amounts of member's capital contribution were as follows:

As of December 31,	2024	2023
Balance, beginning of the period	\$ 13,000	\$ 13,000
Balance, end of year	\$ 13,000	\$ 13,000

3R Connect System LLC owns 95% of the members' capital and the remaining 5% is held by Abdulla Mohammed Sheik.

Note 6 – Related Party Transactions and Balances

In the ordinary course of business, the Company entered into transactions with entities owned directly/indirectly by the stockholders. The nature of transaction for the twelve months ended December 31, 2023 and 2022 and closing balance as on December 31, 2023 and 2022 were as follows:

Particulars	December 31, 2024	December 31, 2023
Balances receivable from Fintech Consulting LLC		
a) Loan receivable	\$ 380,220	\$ 500,886
b) Accounts receivable	248,679	-
Total	\$ 608,899	\$ 500,886
Transactions for the twelve months ended December 31, 2024 and 2023		
a) Revenue from operations	\$ 1,813,927	\$ 1,345,545

All the amounts are non-interest bearing and has no fixed repayment term.

APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023

Note 7 - Segment Revenues

The Company's operations comprise only of franchise services and the financial statements reflect the performance for the segment as such.

Note 8 – Subsequent Events

The Company has evaluated subsequent events through April 30, 2025 the date on which the financial statements were available to be issued. The company does not have any reportable events occurring after the balance sheet date.

Note 9 – Comparative Statements

Certain comparative figures have been reclassified as needed to confirm to current year's presentation.

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INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTAL INFORMATION

**To the Members' of,
Aptask Workforce LLC.
New Jersey, USA**

Our report on our audit of the basic financial statements of Aptask Workforce LLC., for the twelve months ended December 31, 2024 and 2023 appears on page 3. That audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplemental information representing Direct costs and Selling, General and Administration expenses are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such supplemental information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplemental information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such supplemental information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental information is fairly stated in all material respects in relation to the financial statements as a whole.



Balachander Venkataramanan
VBC & Company
Certified Public Accountants
Somerset, New Jersey
April 30, 2025

**APTASK WORKFORCE LLC
SUPPLEMENTARY SCHEDULES
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2024 AND 2023**

	2024	2023
Direct costs		
Franchise expenses	\$ 1,577,414	\$ 1,165,424
Consulting expenses	150,660	-
Total direct costs	<u>\$ 1,728,074</u>	<u>\$ 1,165,424</u>
Selling, general and administrative expenses		
Bank service charges	\$ -	\$ 345
Professional fees	20,663	-
Taxes, permit & license	300	239
Total selling, general and administrative expenses	<u>\$ 20,963</u>	<u>\$ 584</u>

(See report of independent auditors', report on supplementary schedules and accompanying notes to financial statements)

APTASK WORKFORCE LLC

AUDITED FINANCIAL STATEMENTS

TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022

VBC & COMPANY
Certified Public Accountants
A Professional Corporation
97, Cedar Grove Lane, Suite 202,
Somerset, NJ 08873.
email: balav@vbccpa.com

APTASK WORKFORCE LLC.

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Certified Public Accountants
A Professional Corporation
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Somerset, NJ 08873

INDEPENDENT AUDITOR'S REPORT

**To the Members' of,
Aptask Workforce LLC,
New Jersey, USA**

Opinion

We have audited the accompanying financial statements of Aptask Workforce LLC, which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income, retained earnings, and cash flows for the twelve months ended December 31, 2023 and 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Aptask Workforce LLC as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the twelve months then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Aptask Workforce LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Aptask Workforce LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as

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fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Aptask Workforce LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Aptask Workforce LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.



Balachander Venkatramanan
VBC & Company
Certified Public Accountants
Somerset, New Jersey
March 29, 2024

**APTASK WORKFORCE LLC
BALANCE SHEETS
AS OF DECEMBER 31, 2023 AND 2022**

	2023	2022
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,762	\$ 3,411
Other current assets	-	649
Due from affiliate	500,886	330,080
Total current assets	<u>502,648</u>	<u>334,140</u>
Total assets	<u>\$ 502,648</u>	<u>\$ 334,140</u>
LIABILITIES AND MEMBERS' CAPITAL		
Current liabilities		
Accounts payable and accrued liabilities	\$ 91,049	\$ 97,986
Other Current liabilities	6,250	-
Total current liabilities	<u>97,299</u>	<u>97,986</u>
Total liabilities	<u>97,299</u>	<u>97,986</u>
Members' capital		
Members' capital	13,000	13,000
Accumulated Surplus	392,349	223,154
Total Members' Capital	<u>405,349</u>	<u>236,154</u>
Total liabilities and members' capital	<u>\$ 502,648</u>	<u>\$ 334,140</u>

(See report of independent auditors' and accompanying notes to financial statements)

APTASK WORKFORCE LLC
STATEMENTS OF INCOME
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Revenue		
Income from services	\$ 1,345,545	\$ 1,283,000
Other Income	-	380
Total Income	<u>1,345,545</u>	<u>1,283,360</u>
Direct Costs	1,165,424	1,116,855
Gross profit	<u>180,121</u>	<u>166,505</u>
General & administrative expenses	584	1,099
Income from operations	<u>179,537</u>	<u>165,406</u>
Less: Income Tax	-	-
Net income	<u>\$ 179,537</u>	<u>\$ 165,406</u>
Accumulated surplus - beginning	223,154	57,748
Net Income	179,537	165,406
Distributions	(10,342)	-
Accumulated surplus - end	<u>\$ 392,349</u>	<u>\$ 223,154</u>

(See report of independent auditors' and accompanying notes to financial statements)

APTASK WORKFORCE LLC
STATEMENTS OF CASH FLOWS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Cash flows from operating activities:		
Net income	\$ 179,537	\$ 165,406
Changes in operating assets and liabilities :		
Advances & other current assets/liabilities	6,899	-
Accounts payable and accrued expenses	(6,937)	41,427
Net cash from / (used by) operating activities	<u>179,499</u>	<u>206,833</u>
Net cash from/ (used by) investing activities	<u>-</u>	<u>-</u>
Cash flows from financing activities:		
Payments (to)/from affiliate	(170,806)	(213,911)
Distributions	(10,342)	-
Net cash provided by/(used by) financing activities	<u>(181,148)</u>	<u>(213,911)</u>
Net (decrease)/increase in cash	<u>(1,649)</u>	<u>(7,079)</u>
Cash and cash equivalents, beginning of year	3,411	10,489
Cash and cash equivalents, end of year	<u>\$ 1,762</u>	<u>\$ 3,411</u>
Interest Paid	\$ -	\$ -
Taxes Paid	\$ -	\$ -

(See report of independent auditors' and accompanying notes to financial statements)

APTASK WORKFORCE LLC
STATEMENTS OF CHANGES IN MEMBERS' CAPITAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
<u>Members' capital account</u>		
Balance, beginning of period	\$ 13,000	\$ 13,000
Balance, end of period	<u>13,000</u>	<u>13,000</u>
<u>Retained earnings/(Accumulated deficit)</u>		
Balance, beginning of period	223,154	57,748
Net Income	179,537	165,406
Distributions	(10,342)	-
Balance, end of period	<u>392,349</u>	<u>223,154</u>
Total members' capital	<u>\$ 405,349</u>	<u>\$ 236,154</u>

(See report of independent auditors' and accompanying notes to financial statements)

**APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022**

Note 1- Summary of significant accounting policies

Nature of Operations

Aptask Workforce LLC. (the "Company"), a Delaware Limited Liability Company, under the majority ownership of 3R Connect Holdings LLC. The company develops, franchises and provides workforce solution specializing in temporary staffing and permanent placing, under the brand name "Ap Task". The company acts as a franchisor. Numerous factors affect the Company's operating results, including general economic conditions, market acceptance and demand for its consulting services, its ability to obtain new clients, and rapidly changing technologies and competition.

Accounting Policies

These financial statements are prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America ("GAAP"); consequently, revenues are recognized when services are rendered and expenses reflected when cost are incurred. Accounting policies have been consistently applied except where a newly issued accounting standard is initially adopted or a revision to an existing accounting standard require a change in accounting policy hitherto in use.

Concentration of Credit Risk

The Company maintains cash in bank deposit accounts which, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and the Company places its cash and cash equivalents with high-credit quality financial institutions. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. With respect to trade receivables, the Company generally does not require collateral because of the common business practice prevailing in the industry and also that majority of the Company's customers are fairly well established companies operating in a variety of industries and geographic regions. When necessary, the Company establishes an allowance for doubtful accounts based upon factors surrounding the credit risk of specific customers, historical trends and other information.

Use of Estimates

The Company's management makes estimates and assumptions in the preparation of its financial statements in conformity with accounting principles generally accepted in the United States of America. These estimates and assumptions may affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities as on the date of the financial statements and the reported amounts of revenues and expenses during the respective reporting periods. Actual results could differ from those results implicit in the estimates and assumption.

Cash and cash equivalents

Cash and cash equivalents consist of demand deposits. The Company considers all highly liquid investments purchased with a remaining maturity principally of three months or less to be cash equivalents.

The Company maintains its cash in a bank deposit account that, at times, may exceed federally insured limits. The Company has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk.

Financial Instruments

The Company's financial instruments including cash and cash equivalents, accrued expenses, accounts receivable, accounts payable and lines of credit, all of which approximate fair value at the balance sheet dates.

APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022

Accounts receivable

Accounts receivable are stated at cost less an allowance for doubtful accounts if considered necessary. Credit is extended to customers after an evaluation of the customer's financial condition, and generally collateral is not required. Management's determination of the allowance for doubtful accounts is based on an evaluation of the accounts receivable, past experience, current economic conditions and other risks inherent in the accounts receivable portfolio.

Allowance for Doubtful Accounts

The allowance for doubtful accounts reflects the Company's best estimate of probable losses inherent in the accounts receivable balance. The Company determines the allowance based on known troubled accounts, historical experience, and other currently available evidence. The allowance for doubtful accounts for the twelve months ended December 31, 2023 and 2022 was zero.

Revenue Recognition

In May 2014, the FASB issued an update to ASC 606, Revenue from Contracts with Customers, further amended in July 2015. This update to ASC 606 provides a five-step process to determine when and how revenue is recognized. The core principle of the guidance is that a Company should recognize revenue upon transfer of promised goods or services to customers in an amount that reflects the expected consideration to be received in exchange for those goods or services. This update to ASC 606 will also result in enhanced disclosures about revenue, providing guidance for transactions that were not previously addressed comprehensively, and improving guidance for multiple-element arrangements. Effective Jan 01, 2019, the Company adopted Accounting Standards Update ("ASU") No. 2014-09, Revenue from Contracts with Customers, using the modified retrospective method. The adoption allows companies to apply the new revenue standard to reporting periods beginning in the year the standard is first implemented, while prior periods continue to be reported in accordance with previous accounting guidance. Since the adoption of Accounting Standards Codification ("ASC") 606 did not have a significant impact on the recognition of revenue, the Company did not have an opening retained earnings adjustment.

The Company generates most of its revenue from its franchisees and includes initial fees, continuing fees and renewal fees. The Company recognize continuing fees, which are based upon a percentage of franchisee sales, payable upon collection as those sales occur and collection completed. The Company recognizes renewal fees when a renewal agreement with a franchisee becomes effective. Comprehensive revenue recognition model is designed to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. Revenues are recognized as control of the promised service is transferred to customers, in an amount that reflects the consideration expected in exchange for the services. Revenues from contract assignments are recognized over time, based on hours worked by the Company's contract professionals. The performance of the requested service over time is the single performance obligation for assignment revenues. Revenues are recognized net of variable consideration to the extent that it is probable that a significant reversal of revenues will not occur in subsequent periods. The Company recognizes revenue for fixed-price contracts using percentage of completion method. Under this method of revenue recognition, the Company estimates the progress towards completion to determine the amount of revenue and profit to recognize on all significant contracts. The Company utilizes a cost-to-cost approach in applying the percentage-of-completion method, under which revenue is earned in proportion to total costs incurred, divided by total costs expected to be incurred. The recognition of profit is dependent upon the accuracy of a variety of estimates, including software development progress, achievement of milestones and other incentives, penalty provisions, labor productivity and cost estimates. Such estimates are based on various judgments that the Company makes with respect to those factors and are difficult to accurately determine until the project is significantly underway. Due to uncertainties, inherent in the estimation

APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022

process, it is possible that actual completion costs may vary from estimates. If estimated total costs on any contract indicate a loss, the Company charges the entire estimated loss to operations in the period the loss first becomes known. Maintenance revenues are recognized ratably over the term of the underlying maintenance agreement.

The Company recognizes most of its revenue on a gross basis when it acts as a principal in its transactions. The Company has direct contractual relationships with its customers, bears the risks and rewards of its arrangements, has the discretion to select the contract professionals and establish the price for the services to be provided. The Company primarily provides services through its employees and through subcontractors; the related costs are included in cost of sales. The Company includes billable expenses (out-of-pocket reimbursable expenses) in revenue and the associated expenses are included in cost of sales.

Cost of Revenues

The costs of revenues are classified as cost of sales on the income statement and consist primarily of employee costs and sub-contractor's costs, and other costs incurred in connection with the execution of projects.

Unbilled Revenues

Unbilled revenues, if any are classified as unbilled receivables on the balance sheet, represents services rendered prior to being invoiced due to certain contractual restrictions. Unbilled revenue as of December 31, 2023 and 2022 was zero.

Property and equipment

Property and equipment, consisting of computers, furniture, vehicle and equipment, are stated at cost. Improvements which substantially increase the useful lives of assets are capitalized. Maintenance and repairs are expensed as incurred. Upon retirement or disposal, the related cost and accumulated depreciation are removed from the respective accounts and any gain or loss is recorded. Depreciation on all property and equipment is calculated using the straight-line method over the estimated useful lives of the assets which range from three to ten years. The Company amortizes business and commercial rights, over five years' period. The Company amortizes goodwill, (purchased or merger related) over five years' period. The depreciation expense, including amortization for the twelve months ended December 31, 2023 and 2022 was zero.

Income Taxes

The company is taxed as a partnership, under the provisions of the Internal Revenue Code and applicable state Statutes. Accordingly, no provision has been made for federal and certain state income taxes at the company level. However, the constituents are subject to various other state and local taxes, which have been included as other taxes in General and Administrative expenses.

Impairment of Assets

The Company assesses at each balance sheet date whether there is any indication that any asset may be impaired. If any such indication exists, the carrying value of such assets is reduced to its recoverable amount and the amount of such impairment loss is charged to Income statement. If at the balance sheet date there is an indication that a previously assessed impairment loss no longer exists, then such loss is reversed and the asset is restated to that effect.

**APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022**

Provisions and Contingent Liabilities

The Company recognizes a provision when there is a present obligation as a result of a past event that probably requires outflow of resources, which can be reliably estimated. Disclosures for a contingent liability is made, without a provision in books, when there is an obligation that may, but probably will not, require outflow of resources. Contingent assets are neither recognized nor disclosed in the financial statements.

Note 2 – Cash and Cash equivalents

As of December 31, 2023 and 2022 Cash and cash equivalents were \$ 1,762 and \$ 3,411 respectively.

Note 3 – Income Taxes

The Company is taxed as a partnership under the provisions of the Internal Revenue Code and applicable state statutes. Accordingly, no provision has been made for federal and certain state income taxes at the corporate level. Any entity level minimum taxes charged by the states is included under Selling, General and Administrative expenses.

Uncertain tax positions: The Company does not have any uncertain tax liabilities or benefits that could materially affect the effective tax rate. The tax years 2023, 2022, 2021 and 2020 were open as of reporting date. Management regularly assesses the tax risk of the company's return filing positions for all open years.

Note 4 – Litigation and Contingencies

Contingent liabilities: The Company is named in various claims and legal actions in the ordinary course of business. Based on the counsel and management's opinion, there are no pending significant legal proceedings to which the Company is a party, the ultimate outcome would have a material adverse effect on the Company's financial position.

Note 5 – Members' Capital

The amounts of member's capital contribution were as follows:

	As of December 31, 2023	As of December 31, 2022
Balance, beginning of the period	\$ 13,000	\$ 13,000
Balance, end of year	\$ 13,000	\$ 13,000

3R Connect System LLC owns 95% of the members' capital and the remaining 5% is held by Abdulla Mohammed Sheik.

**APTASK WORKFORCE LLC.
NOTES TO FINANCIAL STATEMENTS
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022**

Note 6 – Related Party Transactions and Balances

In the ordinary course of business, the Company entered into transactions with entities owned directly/indirectly by the stockholders. The nature of transaction for the twelve months ended December 31, 2023 and 2022 and closing balance as on December 31, 2023 and 2022 were as follows:

Particulars	December 31, 2023	December 31, 2022
Fintech Consulting LLC		
Balances		
a) Receivable	\$ 500,886	\$ 330,080
Transactions for the twelve months ended December 31, 2023 and 2022		
a) Revenue from operations	\$ 1,345,545	\$ 1,283,000

Note 7 - Segment Revenues

The Company's operations comprise only of franchise services and the financial statements reflect the performance for the segment as such.

Note 8 – Subsequent Events

The Company has evaluated subsequent events through March 29, 2024 the date on which the financial statements were available to be issued. The company does not have any reportable events occurring after the balance sheet date.

Note 9 – Comparative Statements

Certain comparative figures have been reclassified as needed to confirm to current year's presentation.

VBC & COMPANY
Certified Public Accountants
A Professional Corporation
97 Cedar Grove Lane, Suite 202
Somerset, NJ 08873

INDEPENDENT AUDITOR'S REPORT ON SUPPLEMENTAL INFORMATION

**To the Members' of,
Aptask Workforce LLC.
New Jersey, USA**

Our report on our audit of the basic financial statements of Aptask Workforce LLC., for the twelve months ended December 31, 2023 and 2022 appears on page 3. That audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplemental information representing Direct costs and Selling, General and Administration expenses are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such supplemental information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The supplemental information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such supplemental information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental information is fairly stated in all material respects in relation to the financial statements as a whole.



Balachander Venkatramanan
VBC & Company
Certified Public Accountants
Somerset, New Jersey
March 29, 2024

APTASK WORKFORCE LLC
SUPPLEMENTARY SCHEDULES
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2023 AND 2022

	2023	2022
Direct costs		
Franchise expenses	\$ 1,165,424	\$ 1,116,855
Total direct costs	<u>\$ 1,165,424</u>	<u>\$ 1,116,855</u>
Selling, general and administrative expenses		
Bank Service Charges	345	-
Taxes, Permit & License	239	1,099
Total selling, general and administrative expenses	<u>\$ 584</u>	<u>\$ 1,099</u>

(See report of independent auditors', report on supplementary schedules and accompanying notes to financial statements)

**EXHIBIT C TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF CURRENT AND FORMER FRANCHISEES

List of Franchisees Opening and Operating as of December 31, 2023

Jeffrey Goldberg
Technistaff, Inc.
Email: jeff@aptask.com
Tel: 201-744-2250

Matthew Olson
Kenna Consulting, Inc.
Email: molson@aptask.com
Tel: 203-561-6632

Colin Canty
LNC Strategic Solutions, LLC
Email: colin.canty@aptask.com
Tel: (732) 354-9604

List of Corporate or Affiliate-Owned Franchises as of December 31, 2023

Taj Haslani
FinTech Consulting, LLC
120 South Wood Avenue, 3rd Floor
Iselin, New Jersey 08830
Tel: 732-355-8000

Former Franchisees

The list of franchisees below are those who have transferred, terminated, cancelled, not renewed, or otherwise voluntarily ceased to do business under the franchise agreement during the most recently-completed fiscal year, or who has not communicated with us within 10 weeks of the Issuance Date of this Franchise Disclosure Document. If You buy this franchise, Your contact information may be disclosed to other buyers when You leave the franchise system.

None

**EXHIBIT D TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT**

**CONFIDENTIAL OPERATIONS MANUAL
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SECTION C ApTask Workforce Personnel	3
SECTION D ApTask Workforce Administrative Procedures, Accountant, Payroll & Billing	4
SECTION E Workforce Trademarks, Copyrights & Proprietary Information	1
SECTION F Workforce Selling and Marketing	2
SECTION G Candidate Recruitment & Management Procedures	4
SECTION H Building a Relationship Based Business	3
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**EXHIBIT E TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT**

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

State Administrators

California

Department of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834
(916) 445-7205
(Toll Free) (866) 275-2677

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813
(808) 586-2722

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204
(317) 232-6681

Maryland

Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202
(410) 576-7044

Michigan

Michigan Franchise Administrator
Consumer Protection Division
Attention: Franchise Examiner
670 Law Building
Lansing, Michigan 48913
(517) 373-7117

State Agents for Service of Process

California

Commissions of Financial
Protection and Innovation
2101 Arena Boulevard
Sacramento, California 95834

Hawaii

Commissioner of Securities
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

Illinois

Illinois Franchise Development
Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706

Indiana

Indiana Chief Deputy Commissioner
Secretary of State
Franchise Section – Securities Division
301 W. Washington Street, Room E-111
Indianapolis, Indiana 46204

Maryland

Office of the Attorney General
Securities Division
2000 Saint Paul Place
Baltimore, Maryland 21202

Michigan

Not Applicable

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101
(612) 295-6328

New York

NYS Department of Law
Investor Protection Bureau
28 Liberty Street, 21st Floor
New York, New York 10005
(212) 416-8222

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505
(701) 328-4712

Rhode Island

Rhode Island Securities Examiner
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920
(401) 462-9500

South Dakota

South Dakota Franchise Administrator
Division of Securities
Department of Labor & Regulation
124 S. Euclid, Suite 104
Pierre, South Dakota 57501
(605) 773-4013

Virginia

Virginia Chief Examiner
State Corporation Commissioner
Division of Securities and Retail Franchising
1220 Bank Street
Richmond, Virginia 23219
(804) 786-7751

Minnesota

Minnesota Franchising Examiner
Minnesota Department of Corporations
133 East Seventh Street
St. Paul, Minnesota 55101

New York

Secretary of State
99 Washington Street
Albany, New York 11231

North Dakota

North Dakota Securities Department
600 East Boulevard State Capitol
Fifth Floor, Dep't 414
Bismarck, North Dakota 58505

Rhode Island

Rhode Island
Department of Business Regulation
Division of Securities
1511 Pontiac Avenue
Cranston, Rhode Island 02920

South Dakota

Director, Division of Securities
124 S. Euclid, Suite 104
Pierre, South Dakota 57501

Virginia

Clerk of the State Corporation Commissioner
P.O. Box 1197
Richmond, Virginia 23219

Washington

Washington Securities Administrator
Securities Division
P.O. Box 9033
Olympia, Washington 98507
(360) 902-8760

Wisconsin

Wisconsin Commissioner of Securities
Registration Division
P.O. Box 1768
Madison, Wisconsin 53101
(608) 266-8559

Washington

Director of Licensing
Securities Division
150 Israel Road
Turnwater, Washington 95801

Wisconsin

Wisconsin Commissioner of Securities
Office of the Commissioner of Securities
101 East Wilson Street
Madison, Wisconsin 53702

EXHIBIT F TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT

FRANCHISE DISCLOSURE QUESTIONNAIRE

FRANCHISE DISCLOSURE QUESTIONNAIRE

As You know, ApTask Workforce, LLC (“we” or “us”), and You are preparing to enter into a Franchise Agreement for the operation of ApTask Business (as defined in this Franchise Disclosure Document). The purpose of this Questionnaire is to determine whether any statements or promises were made to You that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that You have been properly represented in this transaction, and to be certain that You understand the limitations on claims You may make by reason of the purchase and operation of Your franchise. **You cannot sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document but You must sign and date it the same day You sign the Franchise Agreement and pay Your Initial Franchise Fee.** Please review each of the following questions carefully and provide honest responses to each question. If You answer “No” to any of the questions below, please explain Your answer in the table provided below.

- | | | |
|----|------------------|--|
| 1. | Yes or No? _____ | Have You received and personally reviewed the Franchise Agreement and each attachment or schedule attached to it? |
| 2. | Yes or No? _____ | Have You received and personally reviewed the Franchise Disclosure Document we provided? |
| 3. | Yes or No? _____ | Did You sign a receipt for the Franchise Disclosure Document indicating the date You received it? |
| 4. | Yes or No? _____ | Do You understand all the information contained in the Franchise Disclosure Document and Franchise Agreement? |
| 5. | Yes or No? _____ | Have You reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor or have You had the opportunity for such review and chosen not to engage such professionals? |
| 6. | Yes or No? _____ | Have You discussed the benefits and risks of developing and operating an ApTask Business with an existing ApTask franchisee? |
| 7. | Yes or No? _____ | Do You understand the risks of developing and operating an ApTask Business? |
| 8. | Yes or No? _____ | Do You understand the success or failure of Your franchise will depend in large part upon Your skills, abilities, and efforts and those of the persons You employ as well as many factors beyond Your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors? |

9. Yes or No? _____ Do You understand all disputes or claims You may have arising out of or relating to the Franchise Agreement must be litigated in New Jersey, if not resolved informally or by mediation?
10. Yes or No? _____ Do You understand that You must satisfactorily complete the initial training course before we will allow Your Store to open or consent to a transfer?
11. Yes or No? _____ Do You agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an ApTask Business, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes or No? _____ Do You agree that no employee or other person speaking on our behalf made any statement, promise or agreement, other than those matters addressed in Your Franchise Agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes or No? _____ Do You agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average, or projected profits or earnings, the likelihood of success, the amount of money You may earn, or the total amount of revenue an ApTask Business will generate, that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes or No? _____ Do You understand that the Franchise Agreement and attachments to the Franchise Agreement contain the entire agreement between us and You concerning the franchise for the ApTask Business, meaning any prior oral or written statements not set out in the Franchise Agreement or the attachments to the Franchise Agreement will not be binding?
15. Yes or No? _____ Do You understand that we are relying on Your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE

REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

EXPLANATION OF ANY NEGATIVE RESPONSE
(REFER TO QUESTION NUMBER)

Questionnaire Number	Explanation of Negative Response

Signature of Franchise Applicant

Signature of Franchise Applicant

Name (please print)

Name (please print)

Date: _____

Date: _____

**EXHIBIT G TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT**

STATE SPECIFIC ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

1. California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement or Multi-Unit Development Agreement contains provisions that are inconsistent with the law, the law will control.
2. The Franchise Agreement and Multi-Unit Development Agreement provide for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).
3. The Franchise Agreement and Multi-Unit Development Agreement contain covenants not to compete which extend beyond the termination of the agreements. These provisions may not be enforceable under California law.
4. Section 31125 of the California Corporation Code requires the franchisor to provide you with a disclosure document before asking you to agree to a material modification of an existing franchise.
5. Neither the franchisor, any person or franchise broker in Item 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 79a et seq., suspending or expelling such persons from membership in such association or exchange.
6. The Franchise Agreement and Multi-Unit Development Agreement require binding arbitration. The arbitration will occur in Nevada with the costs being borne equally by franchisor and franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.
7. The Franchise Agreement and Multi-Unit Development Agreement require application of the laws of Nevada. This provision may not be enforceable under California law.
8. You must sign a general release if you renew or transfer your franchise. California Corporation Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).
9. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

10. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
11. OUR WEBSITE, www.aptaskcom, HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.
13. Payment of the Initial Franchise Fees and Development Fees will be deferred until Franchisor has met its initial obligations to the franchisee, and franchisee has commenced doing business. This financial assurance requirement was imposed by the California Department of Financial Protection and Innovation due to the Franchisor's financial condition.
14. The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.
15. **Section 31512.1 Franchise Agreement Provisions Void as Contrary to Public Policy:**

Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

 - (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
 - (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
 - (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
 - (d) Violations of any provision of this division.

California Rule 310.114.1(c)(6) (Item 19)

The earnings claims figure(s) does (do) not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your (franchised business). Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

**ADDENDUM TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a

concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “Requirements for a franchisee to renew or extend,” and Item 17(m), entitled “Conditions for franchisor approval of transfer”:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the nonwaiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “Termination by a franchisee”: “You may terminate the agreement on any grounds available by law.”

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “Choice of forum,” and Item 17(w), titled “Choice of law”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earliest of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

**AMENDMENT TO THE FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF NEW YORK**

In recognition of the requirements of the New York General Business Law, Article 33, Sections 680 through 695, and the regulations promulgated thereunder (N.Y. Comp. Code R. § Regs. tit 13, §§ 200.1 through 201.16), the parties to the attached ApTask Workforce, LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Under Section 4.6.2 of the Agreement, under the heading “Renewal,” the subsection 4.6.2(e) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

4.6.2(e) You shall execute a general release, in a form satisfactory to Us, with respect to any and all claims, known or unknown, that You might have against Us or our subsidiaries, or affiliates, or their respective officers, directors, agents, or employees, provided, however, that all rights enjoyed by You and any causes of action arising in Your favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

2. Under Section 9.3 of the Agreement, under the heading “Conditions of Transfer,” the subsection 9.3(c) shall be deleted in its entirety and shall have no force or effect, and the following shall be substituted in lieu thereof:

(c) That the transferor shall have executed a general release, in a form prescribed by ApTask Workforce, LLC, of any and all claims against ApTask Workforce, LLC and its affiliates, and their respective officers, directors, agents, shareholders, and employees, provided, however, that all rights enjoyed by Franchisee/transferor, and any causes of action arising in its favor from the provisions of New York General Business Law Sections 680-695, and the regulations issued thereunder, shall remain in force, it being the intent of this provision that the non-waiver provisions of New York General Business Law Sections 687.4 and 687.5 be satisfied.

5. There are circumstances in which an offering be made by ApTask Workforce, LLC, would not fall within the scope of the New York General Business Law, Article 33, such as when the offer and acceptance occurred outside the State of New York. However, an offer or sale is deemed in New York if Franchisee is domiciled in New York or the ApTask Business will be opening in New York. ApTask Workforce, LLC is required to furnish a New York prospectus to every prospective franchisee who is protected under the New York General Business Law, Article 33.

IN WITNESS WHEREOF, the parties hereto have duly executed this New York Amendment to the Franchise Agreement on the same date as that on which the Franchise Agreement was executed.

FRANCHISOR:

APTASK WORKFORCE, LLC
doing business as ApTask

By: _____
Name: Taj Haslani
Title: President
Date: _____

Delivery Addresses for Notices:

ApTask Workforce, LLC
120 South Wood Avenue, 3rd Floor
Iselin, New Jersey 08830

Evan M. Goldman, Esquire
The Franchise Firm LLP
225 Wilmington West Chester Pike, Suite 200
Chadds Ford, Pennsylvania 19317

FRANCHISEE:

By: _____
Name: _____
Title: _____
Date: _____

Delivery Address for Notices:

EXHIBIT H TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

The following states require the filing or registration of this Franchise Disclosure Document, or to be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Washington and Wisconsin. This Disclosure Document is either registered, on file or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Effective Date
California	Pending
Hawaii	N/A
Illinois	N/A
Indiana	N/A
Maryland	N/A
Michigan	N/A
Minnesota	N/A
New York	Pending
North Dakota	N/A
Rhode Island	N/A
South Dakota	N/A
Virginia	N/A
Washington	N/A
Wisconsin	N/A

**EXHIBIT I TO APTASK WORKFORCE, LLC
FRANCHISE DISCLOSURE DOCUMENT**

RECEIPT

**RECEIPT
(RETURN ONE COPY TO US)**

This Franchise Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If ApTask Workforce, LLC offers You a franchise, it must provide this disclosure document to you 14 calendar days before You sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give You this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If ApTask Workforce, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the appropriate state agency listed on Exhibit F.

The franchisor is ApTask Workforce, LLC, located at 120 South Wood Avenue, 3rd Floor, Iselin, New Jersey 08830. Its telephone number is 732-355-8000.

Issuance Date: April 30, 2025

The name, principal address and telephone number of the franchise seller for this offering is Taj Haslani, 120 South Wood Avenue, 3rd Floor, Iselin, New Jersey 08830.

ApTask Workforce, LLC authorizes the agents listed in Exhibit E to accept service of process for it.

I have received a disclosure document, dated April 30, 2025 that included the following Exhibits:

- A ApTask Franchise Agreement (with exhibits)
- B Financial Statements
- C List of Current and Former Franchisees
- D Confidential Operations Manual Table of Contents
- E List of State Administrators/Agents for Service of Process
- F Franchise Disclosure Questionnaire
- G State Specific Addendum
- H State Effective Dates
- I Receipt

Date: _____
(Do Not Leave Blank)

Signature of Prospective Franchisee

Print Name

You may return the signed receipt either by signing, dating and mailing it to ApTask Workforce, LLC at 120 South Wood Avenue, 3rd Floor, Iselin, New Jersey 08830, or by emailing a copy of the signed and dated receipt to ApTask Workforce, LLC at franchise@aptask.com.

RECEIPT
(KEEP ONE COPY FOR YOURSELF)

This Franchise Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If ApTask Workforce, LLC offers You a franchise, it must provide this disclosure document to you 14 calendar days before You sign a binding agreement with, or make payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York requires that we give You this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

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- I Receipt

Date: _____
(Do Not Leave Blank)

Signature of Prospective Franchisee

Print Name