

TEAM TRIVIA, INC.
1380 Woodvine Way
Alpharetta, GA 30005

FRANCHISE DISCLOSURE DOCUMENT
&
SAMPLE FRANCHISE AGREEMENT

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September 15, 2010 - © Team Trivia, Inc.

FRANCHISE DISCLOSURE DOCUMENT

TEAM TRIVIA, INC.

INFORMATION FOR PROSPECTIVE FRANCHISEES

REQUIRED BY FEDERAL TRADE COMMISSION

TO PROTECT YOU, WE'VE REQUIRED YOUR FRANCHISOR TO GIVE YOU THIS INFORMATION. WE HAVEN'T CHECKED IT, AND DON'T KNOW IF IT'S CORRECT. IT SHOULD HELP YOU MAKE UP YOUR MIND. STUDY IT CAREFULLY. WHILE IT INCLUDES SOME INFORMATION ABOUT YOUR CONTRACT, DON'T RELY ON IT ALONE TO UNDERSTAND YOUR CONTRACT. READ YOU'RE ENTIRE CONTRACT CAREFULLY. BUYING A FRANCHISE IS A COMPLICATED INVESTMENT. TAKE YOUR TIME TO DECIDE.

IF AT ALL POSSIBLE, SHOW YOUR CONTRACT AND THIS INFORMATION TO AN ADVISOR, LIKE A LAWYER OR AN ACCOUNTANT, FOR THEIR REVIEW. IF YOU FIND ANYTHING YOU THINK MAY BE WRONG OR ANYTHING IMPORTANT THAT'S BEEN LEFT OUT, YOU SHOULD LET US KNOW ABOUT IT. IT MAY BE AGAINST THE LAW.

THERE MAY ALSO BE LAWS ON FRANCHISING IN YOUR STATE. ASK YOUR STATE AGENCIES ABOUT THEM.

FEDERAL TRADE COMMISSION
WASHINGTON, D.C. 20580

FRANCHISE DISCLOSURE DOCUMENT

TEAM TRIVIA, INC.

[a Georgia corporation]

1380 Woodvine Way

Alpharetta, Georgia 30005

1-770-205-5388

www.teamtriviafranchising.com

The franchise offered is for the operation of a Team Trivia Franchise.

The Franchisor is **TEAM TRIVIA, INC.** (“Team Trivia, Inc.”, “we”, or “TTI”). We develop, operate and franchise various weekly games/promotional events that are typically sold by franchisees to bars, restaurants and taverns within their franchise territory under the names **Team Trivia** and **Team Bingo**. The total investment necessary to begin operation of a **Team Trivia, Inc.** franchise ranges from *[\$30,000 to \$50,000]*, which includes a range of *[\$15,000 to \$25,000]* to be paid to the franchisor as an initial franchisee fee. This is an estimate. It cannot be guaranteed that you will not have additional expenses starting your business.

Risk Factors:

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 fourteen (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 the Franchise Administration Department at Team Trivia, Inc. (770) 205-5388).

The terms of your contract will govern your franchise relationship. **Don't rely on this disclosure document alone to understand your contract. Read your Franchise Agreement carefully.** We suggest that you review these documents with an attorney experienced in these matters. 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.

EFFECTIVE DATE: September 15, 2010

STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit A of this Franchise Disclosure Document for information about the franchiser, about other franchisers, or about franchising in your state. MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY ARBITRATION ONLY IN **GEORGIA** OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN GEORGIA THAN IN YOUR HOME STATE.

ANY DISPUTES NOT SUBJECT TO ARBITRATION MUST BE RESOLVED BY LITIGATION IN GEORGIA. IT MAY COST YOU MORE TO LITIGATE WITH US IN GEORGIA THAN IN YOUR OWN STATE. THE FRANCHISE AGREEMENT STATES THAT GEORGIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

WE DO HAVE A FEDERAL REGISTRATION FOR OUR PRIMARY TRADEMARK "TEAM TRIVIA", AND HAVE RECENTLY APPLIED FOR A TRADEMARK FOR OUR SECONDARY PRODUCT, "TEAM BINGO". WE HAVE ALSO APPLIED FOR FEDERAL COPYRIGHT PROTECTION ON CERTAIN MATERIALS USED IN OUR PROMOTIONS. (SEE ITEM 13)

OUR FRANCHISEES MUST SIGN AN AGREEMENT MAKING THEM LIABLE FOR THE OBLIGATIONS UNDER THE FRANCHISE AGREEMENT. THIS REQUIREMENT PLACES THE PERSONAL ASSETS OF THE FRANCHISEES, AND PERHAPS THEIR SPOUSES AT RISK.

THE FRANCHISOR HAS LIMITED CAPITAL RESOURCES. SEE THE FRANCHISER'S FINANCIAL STATEMENTS FOR DETAILS. THIS COULD RESULT IN THE FRANCHISOR BEING UNABLE TO MEET CURRENT OBLIGATIONS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

EXHIBITS

Exhibit 1. List of State Agencies & Agents for Service of Process

Exhibit 2. Franchise Agreement

Exhibit 3. Guaranty of Obligations

Exhibit 4. Operations Manual's Table of Contents

Exhibit 5. List of Current Franchisees

Exhibit 6. List of Former Franchisees

Exhibit 7. Financial Statements

Exhibit 8. State Law Addendum

Exhibit 9. Application for Franchise

Exhibit 10 Receipt

ITEM 1

THE FRANCHISOR, ANY PARENTS, PREDECESSOR AND AFFILIATES

The Franchisor is **TEAM TRIVIA, INC.**, a *Corporation* doing business as **TEAM TRIVIA, INC.** For ease of reference, **TEAM TRIVIA, INC., INC.** will be referred to as "we", "us", "our", "Franchisor", or "TTI" in this Disclosure Document. We will refer to the person or entity that buys the franchise as "you", "Franchisee" and "your" throughout the Disclosure Document and Franchise Agreement. This means the person, corporation, Limited Liability Company, partnership or other legal entity that is granted the franchise (as well as the direct and indirect owners of any corporation, limited liability company, partnership, or other legal entity that becomes a franchisee). Additionally, any reference to "System" means the franchise system of **TEAM TRIVIA, INC.**

Our principal businesses address is 1380 Woodvine Way, Alpharetta, Georgia. We operate and sell franchises for the turnkey operation of recurring weekly games and promotional products designed to attract players into restaurants, bars and taverns on a regular basis.

As of 08/15/2010 we have been in business since May, 2006 and have licensed twelve (12) franchise operations as of this date. We have been in business for more than four (4) years.

Our agents for service of process are disclosed in Exhibit 2. Potential customers for our retail products are primarily bars, restaurants and taverns.

We offer a Franchise Agreement for the operation of a single business that has an exclusive pre-assigned territory in which to market our products (currently "Team Trivia, and "Team Bingo"). We currently do not offer franchises in any other line of business.

Our business products and our business itself are characterized by distinctive color-scheme logos, trademark protected product names, specific marketing materials and promotional aids, and various marketing slogans. Prospective franchisees are trained to sell and service these products within unique methods of sales and operations, in their pursuit of continuous business relationships with their bar, restaurant and tavern customers. All these procedures, techniques and methods of operation make up the business (the "System") and may be changed, improved, or modified by **TEAM TRIVIA, INC.** at any time.

The Franchise System is identified by means of a registered trademark, but is not limited to the Team Trivia trademark. We license the Team Trivia Trademark from The Answer Is...Productions, Inc., which is an affiliated company to the owner of Team Trivia, Inc. The Team Trivia trademark is currently registered with the U. S. Patent and Trademark Office (the "Mark").

You must operate the Business in accordance with the standards and systems we designate and in accordance with the Franchise Agreement. We may also require that you conduct training courses in our procedures and methods of operation to enable your employees to properly display the Team Trivia image or images of other products we offer or images of products who sponsor Team Trivia or Team Bingo at your bar, restaurant or tavern customer locations.

Market and Competition

You will be competing in your market with locally-owned businesses as well as national and regional chains that offer similar products and services. The market for **entertainment and promotional products for bars, restaurants and taverns** is well-established and highly competitive. Competitors may be other businesses offering products/services similar to ours, some of which are franchised, and even someone doing business out of his home. Competition competes on such factors as price, service, location, and quality. Additionally, you may find that there is competition for suitable locations. Principal factors that will vary but that will impact our brand's competitive position include name recognition, product quality, variety, location, and promotion of the product, both locally by the franchisee and by us. A business like **TEAM TRIVIA, INC.** may also be affected by other factors, such as changes in consumer taste, seasonality in different locations, economic conditions, population, overall customer demographics, and travel patterns.

Laws and Government Regulation

Please be advised that the conduct of any business, franchise or otherwise, subjects you to laws, and local regulations. You must investigate the existence of any laws which may apply to your business. You should consider what operations may be regulated by federal, state, and local laws, in addition to the laws, regulations, rules, and ordinances applicable to businesses generally. You are subject to all laws, and local regulations. You are responsible for investigating the existence of any laws which may apply to your business.

Item 2:

BUSINESS EXPERIENCE

President:	Peter P. DelBove, President, Chief Executive Officer, and Chairman of the Board. Mr. DelBove formed Team Trivia, Inc. in May, 2006 and has served in all of the above capacities since that time. Mr. DelBove worked full-time as a practicing Attorney from 1989 – 2005, and has been involved as Vice President and Minority Shareholder (49%) since 1991 with The Answer Is...Productions, Inc. (which holds the trademark on the "Team Trivia" name).
Vice President:	John C. Wise, Vice President & General Counsel. Mr. Wise joined Team Trivia, Inc. in his current capacity in April, 2009. Prior to that he worked full time as a practicing Attorney from 1998 – 2009.
Secretary:	Peter P. DelBove (Secretary since 2006 formation of the Corporation).
Treasurer:	Peter P. DelBove (Treasurer since 2006 formation of the Corporation).
Franchise Sales Manager:	Peter P. DelBove (Franchise Sales Manager since 2006 formation of the Corporation).

Item 3

LITIGATION

As of this date there is no litigation pending with regard to **TEAM TRIVIA, INC.** or its principal officers, directors or shareholders with respect to the business assets available for franchising.

Item 4

BANKRUPTCY

No person(s) previously identified in Items 1 or 2 of this Disclosure Document have been involved as a debtor in proceedings under the U.S. Bankruptcy code as required to be disclosed in this item.

Item 5

INITIAL FEES

Initial Franchise Fee:

You are required to pay a one-time non-refundable initial franchise fee when you sign the Franchise Agreement for a **TEAM TRIVIA, INC.** Franchise. Each franchise territory is considered to be unique and is priced accordingly. **The initial Franchise Fee range is generally between \$15,000 and \$25,000.** The amount will be furnished to you for any specific franchise territory in writing upon request to Team Trivia, Inc. **Each franchise is operated according to a separate Franchise Agreement, and this fee must be paid to us in a lump sum upon the signing of each Franchise Agreement.** In certain instances, franchise rights may be granted for reduced initial franchise fees, or to certain individuals affiliated with **TEAM TRIVIA, INC.** without an initial franchise fee. The franchise fee is generally based on the specific territory size (land mass included within the territory) and the population density within the specific territory. *The Initial Franchise Fee is deemed fully earned and nonrefundable upon payment to us, and there are no exceptions to this rule.*

There is a three (3) day right of rescission period allowed to you in which you may terminate the Agreement with a refund, less expenses incurred by us. *These expenses shall be considered as equal to thirty percent (30%) of the total initial franchise fee you are being charged for the franchise territory.*

For this initial franchise fee, you receive an exclusive franchised territory. The franchise area is determined based upon a pre-designated geographic territory (area) defined further in writing with distinct boundaries and parameters. **Your specific franchise territory and its boundary limitations will be provided to you in writing within your draft franchise agreement for your consideration before you have committed to become a franchise.** The specific territory (delineated within the complete discretion of Team Trivia, Inc.), its name and its geographic location/boundaries will be communicated to you in writing; as well as in your

Franchise Agreement for your review prior to signature.

Specific guidelines and procedures for you and your subcontractors or employees operating your Team Trivia and Team Bingo events in bars, restaurants and taverns will be provided to you within the Team Trivia Franchise Manual which you will receive upon the execution of your franchise agreement and payment of your initial franchisee fee. These guidelines include proper conduct within customer locations, smoking, drinking, language, sexual harassment, discrimination of any kind and dress code guidelines; among others. These guidelines have been established for all agents of Team Trivia, Inc., and its franchisees in order to assure consistency and quality in our product presentation.

Franchises and Franchisees must follow these guidelines with regard to the operation of any **TEAM TRIVIA, INC.** franchise and product offering. These guidelines and procedures will be communicated to each franchisee by way in-person training, the Team Trivia Franchise Manual, and through written materials periodically made available to franchisees. All these guidelines are deemed reasonable and exist for the success of individual franchisees, as well as the entire **TEAM TRIVIA, INC.** franchise network. It is the responsibility of the franchisee to see that all guidelines are followed.

Item 6

OTHER RECURRING OR OCCASIONAL FEES

<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Advertising	<i>We advertise your weekly shows on our website at no additional charge to you. Your per-show royalty of \$20 - \$25 includes this service.</i>	Due in our office on the 10th day of each month for all shows performed during the previous month.	<i>Included in your Recurring Royalty Payment Obligation.</i>
Recurring Royalty Payments	<i>\$20 - \$25 per show is charged for weekly recurring Team Trivia and Team Bingo shows performed in bars, restaurants and taverns.</i>	Due in our office on the 10th day of each month for all shows performed during the previous month.	Continuing Royalty fees paid to us are on a per-show basis. After three (3) years, you will be assessed for "minimum monthly royalties" if your weekly shows total less than forty-five (45) in total. Such "minimum monthly royalties" shall then equal the greater of \$4,500 or your actual contract royalties for shows performed, as a condition for

			maintaining your franchise rights.
Advertising Co-Op	Not Provided nor charged to Franchisee at this time	May be established by franchisees	Voluntary – Franchisees may form an advertising cooperative and establish local advertising fees.
Training requested by you, or required by us.	<i>Only cost to Franchisee is travel, lodging and meal expenses during training.</i>	Training is available on a regular basis as requested with reasonable notice.	Continuous and refresher technical, operational and sales training is offered by the Franchisor through subcontract with our most experienced and successful operating franchises. Expenses other than the cost of the franchisee travel, lodging and meals are generally paid by the Franchisor.

<u>Name of Fee</u>	<u>Amount</u>	<u>Due Date</u>	<u>Remarks</u>
Audit Expenses – due to understatement of weekly shows performed.	<i>\$500.00</i> per hour, plus any applicable travel expenses	Upon completion of audit	Payable only if audit shows an understatement of at least 10% of weekly shows performed in any given month.

Franchise Transfer Fee	<i>Determined by each individual franchise agreement, but generally in the range of \$5,000 - \$10,000 per franchise territory</i>	At the time transferee executes the Franchise Agreement in effect for the transfer or sale of existing unit subject to Franchisor's right of first refusal.	Payable to the Franchisor when the Franchise Agreement or a material portion of the assets of the business interest is transferred to a third party.
Attorney's Fees	Will vary under circumstances	As incurred	Payable by the Franchisee to us as incurred by us in obtaining injunctive relief for the enforcement of any item under this Franchise Agreement
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for any claims arising from your franchise business
Training Fees	Generally no charge to franchisee for initial and recurring training. Franchisee pays for travel lodging and meals during training.	N/A	Training provided as outlined under Franchise Agreement Additional training available at franchisee's request, and franchisor's specific ability to provide any requested training on any particular date.
Franchise Renewal Extension Fee for 2 nd and subsequent five (5) year renewal terms of your Franchise Agreement	<i>Renewal fees vary by franchise location. Initial franchise renewal term is usually included without additional charge in original franchise agreement. Subsequent terms are generally renewable for \$3,000 - \$5,000 per five (5) year term.</i>	30 days before renewal	Payable to us after the initial franchise term of five years and any initial renewal term that may be included in the original franchise agreement.

<i>Franchise Manual</i>	<i>Included with initial Franchise Fee (no additional fees – replacement or duplicate Manual available for \$1,000 per manual.</i>	<i>Given to Franchisee upon payment of initial Franchise fee.</i>	
<i>Templates for advertising flyers, Portable Trivia and Bingo Host advertising banners for shows</i>	<i>Included in Franchise Manual materials, and with Initial Franchise fee (includes 10 Trivia Host banners and stands) at no additional charge</i>	<i>Given to Franchisee upon payment of initial Franchise fee</i>	<i>Additional Trivia or Bingo Host banners and stands may be purchased by Franchisee at cost from our preferred vendor (approximately \$50 per set-up (includes portable banner and stand)</i>

Item 7:

ESTIMATED INITIAL INVESTMENT

<u>Investment</u>	<u>Amount</u>	<u>Method of Payment</u>	<u>When Payable</u>	<u>Whether Refundable</u>	<u>To Whom Payment is Made</u>
Initial Franchise Fee	<i>\$15,000 to \$25,000</i>	Lump Sum	Upon signing Franchise Agreement	No	Team Trivia, Inc.
Real estate, Improvements and Insurance	<i>\$1,000</i>	To third party	Unknown – subject to franchisee discretion	Unknown	Unknown
Equipment (and some minor supplies)	<i>\$2500 to \$5,000</i>	As Incurred	As Agreed To your suppliers as equipment/ is purchased.	Unknown	Approved Suppliers of your choosing, as needed, Including Team Trivia, Inc.
Additional Banners at shows (when sold to bars)	<i>\$500 to \$1,500</i>	Depends upon number of banners needed	As Purchased	Unknown	Outside Suppliers or Team Trivia, Inc. at cost plus (15%)
Additional Operating Funds for Six	<i>\$7,500 to \$10,000</i>	Held in reserve by Franchisee	Unknown	N/A	In reserve to pay unknown costs

(6) Months					
Grand Opening/ Advertising	\$1,000 to \$2,500	As Incurred	As Agreed	No	Outside Suppliers
Total Estimated Initial Investment	\$27,500 to \$45,000	As Incurred	As Agreed with each Supplier	No	Us, Outside Suppliers, Landlord, Tax Authorities, and Vendors

*All fees imposed by us are payable to us. All fees paid to us are non-refundable and deemed earned when payment is made, with no exceptions.

*Interest accrues from the date of underpayment.

*No provision is made in the initial investment for franchisees' personal living expenses.

We do not guarantee that you will not incur greater startup expenses than these estimates. We do not imply or warrant that you will reach profitability by any particular time.

Explanatory Notes:

(1) Franchise Fee. The fee for a franchise is \$15,000 - \$25,000 for an initial five (5) **year** period, with one successive five (5) year no-fee renewal period providing the franchisee has met their Minimum Developmental Obligations ("MDO") for the franchise territory (see your specific franchise draft agreement – the MDO varies for each franchise territory). *Each subsequent five (5) year renewal term is generally priced from \$2,000 to \$5,000; depending on the specific franchise territory and terms of the specific franchise agreement.*

(2) Real Estate and Improvements: There is no requirement to purchase or lease real estate in connection with your franchise business. Many franchises run their business from their home or apartment. If you wish to run your franchise from your home or apartment, you should check with your homeowners association, landlord and/or local government to see if such an arrangement is permissible in your locale.

(3) Retail Equipment, Inventory, and Signage. This line item is for the furniture and equipment including phone, computers, copier/printer/scanner, desk, chair, storage cabinet, file cabinet, and basic office supplies you may need. If the property was previously used for a similar small business, the costs could be much lower.

Note - No specific equipment or inventory is required to be purchased or maintained by the Franchisee. Some Franchisees choose to make a modest investment other franchisees contract with workers who supply some or all of their equipment themselves. The choice is with

each individual Franchisee.

(4) Additional Funds. This estimates your initial start-up expenses. These expenses *do not* include payroll costs. These are estimates only and it cannot be guaranteed that you will not have additional expenses starting the business. Pre-opening expenses including lodging, meals and travel expenses for at least two persons attending the training program, as well as additional operating capital for other variable costs such as electricity, telephone, etc. Additional funds are an estimate of the money you will need on hand during the initial phase of your franchise operations. Also, additional expenses of starting your business such as costs for licenses, permits, legal or accounting expenses, other office expenses, and other additional costs for advertising and promoting your business could apply. We estimate that the initial phase will last six months and that you will need between *\$5,000 and \$7,500* to cover expenses during this phase. Your costs will depend on factors such as: how closely you follow our methods and procedures, your sales and management skills, experience, dedication, and business acumen. Other factors may include local economic conditions, the local market for your goods and services, competition, and the sales level reached during the initial period.

(5) Grand Opening Advertising: You are not required to conduct any type of grand opening advertising and promotional campaign for your franchise business, **but you may choose to do so.**

(6) Total Estimated Initial Investment: You should review these figures carefully with a business advisor before making any decision to purchase the franchise. *We do not offer financing directly or indirectly for any part of the initial investment.* These figures are estimates only and we cannot guarantee that you will not incur additional expenses starting your franchised business.

(7) For all training you must pay for your own travel, lodging, and your own meal expenses to the designated training area. If you request us to come to you, you must pay the then current per diem charges for the trainers and reimburse us for their actual travel, lodging, and meal expenses. The cost for the actual training itself if performed at the designated training area of the Franchisor is included in your initial franchise fee. **Generally our training will be conducted by one of our existing franchisees within their particular territory.**

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

TEAM TRIVIA, INC. has spent considerable time and resources developing and refining the **TEAM TRIVIA, INC.** System; and due to the uniqueness and success of the System, we have established certain standards and specifications to which you, the Franchisee, are required to adhere. Your success, in large part, is dependent upon the quality and pricing of your franchises services and products. With this in mind you *must* purchase or obtain from us, or our authorized affiliates or vendors, most advertising and promotional materials, all game materials for all licensed game products we offer for your bar and restaurant customers, all logo merchandise, and other items used in the operation of your franchise business. You may not sell goods or services to other franchises, and you may not sell any product logo items unless you have received written permission from us to do so.

Generally the sale of logo products is reserved exclusively to the Franchisor, Team Trivia, Inc.

We have the right to specify, or otherwise approve, all services and items that are sold, which pertain to the franchised business in any way whatsoever (including logo merchandise).

A list of approved products and suppliers from whom other products may be purchased are published in policy and procedures statements, manuals or provided to you by other communications. If you desire to purchase any signs or banners which are not approved by us, you must first submit a written request to us for approval with proofs for such items. **We will advise you within a reasonable time (generally within seventy-two hours) whether such signage or banners are approved.**

Please be advised that certain Non-Disclosure, Confidentiality, and Non-Competitive provisions are included within the Franchise Agreement which are required to be executed by you and your agents in order to become a Team Trivia franchisee. **You are urged to seek the advice of counsel before executing any Franchise Agreement with us.**

In addition, you are required to adhere to the standards and specifications established intermittently by us with respect to service procedures, quality of services rendered to your bar and restaurant customers, franchise and game operating procedures, advertising materials, supplies, equipment, fixtures, furnishings and other items used in the operation of your franchise business.

There are no purchasing or distribution cooperatives that are part of this agreement as of this date.

All marketing and promotional materials released by you in any manner must conform to our requirements. You must submit to us via e-mail, for our prior approval, all advertising, promotional plans, and materials that you desire to use which have not been previously been approved by us. You may not use any marketing or promotional materials that we have disapproved.

You are required to furnish us with a copy of all insurance policies required by the Franchise Agreement, or such other evidence of insurance coverage and payment of insurance premiums as we may request. These policies must remain in force at your expense during all times in which you are a franchise owner.

Item 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement and other agreements if applicable. It will help you find more detailed information about your obligations in these agreements and in other items of this Franchise Disclosure Document.

<u>OBLIGATION</u>		<u>SECTION/ITEM IN FRANCHISE AGREEMENT OR OTHER DOCUMENT</u>	<u>ITEM(S) IN DISCLOSURE DOCUMENT</u>
A	Pre-opening expenses and purchases	N/A	N/A
B	Initial and ongoing training	FRANCHISE MANUAL – Training provided without additional charge. Franchisee responsible for costs to attend training	Item 11
C	Franchise Fees and Royalties	Franchise Agreement – Article V Sections 5.1 & 5.2	Items 5, 6 & 7
D	Compliance with standards and policies/Operations Manual	Franchise Agreement - Sections 4.3 & 6.1 and Franchise Manual	Item 8
E	Trademarks and proprietary information	Franchise Agreement, Intro. Part A	Items 13 & 14
F	Restrictions on products and services offered	Articles II, III & V	Items 11 & 16
G	Territorial development and sales quotas	Articles II & III, and Exhibits A & B	Items 11 & 12
H	Ongoing products/services purchases	Franchise Agreement Section 1.3, and Franchise Manual	Item
I	Insurance	None specifically required by Franchisor	N/A
J	Advertising	Not mentioned in Franchise Agreement, but we advertise all of your weekly shows on our website.	Item 6, 7 & 11
K	Indemnification	Article XII, Section 12.2	Item 6
L	Owner's participation/management and staffing	Article X	Items 11 & 15
M	Records/reports	None specifically required unless requested by Franchisor	Item 11
N	Inspections/audits	No specific requirements; subject to discretion of Franchisor.	Item 6
O	Transfer	Article VII, Sections 7.3 & 7.4	Item 17
P	Renewals	Article IV, Section 4.2	Item 17

Q	Post-termination obligations	Articles VIII and IX, Sections 8.2 & 9.3	Item 17
R	Non-competition covenant	Article VIII, Sections 8.1, 8.2 & 8.3	Item 17
S	Dispute resolution	Article XI, Section 11.1	Item 17

Item 10

FINANCING

We do not offer, directly or indirectly, any financing arrangements to you the franchisee. Neither do we guarantee any note, lease, or any other obligation you might execute in order to become involved with a Team Trivia franchise.

Item 11

OBLIGATIONS

Our intent is to help you succeed as a Team Trivia, Inc. franchisee. Please note, however, that, except as listed below, we are not required to provide any assistance to you under the Franchise Agreement.

A. Initial Services

Our obligations prior to, at and upon commencing operation of your Franchise are as follows:

If you *are* opening or developing a new location, we will train you and provide you with the Team Trivia Franchise Manual along with various written and video aids to assist you in selling, operating, promoting and building your business, along with an initial supply of game materials needed to conduct Team Trivia and Team Bingo events in your bar/restaurant customer establishments. We will also provide you with various limited amounts of promotional materials, such as our Team Trivia Players Club Loyalty Cards and Team Trivia portable promotional banners for your hosts, to use in helping you sign-up customers, promote and grow your Team Trivia Leagues, and grow your business. We will also provide you with training necessary to sell our products to bars and restaurants, and for hosting our products once you have sold them to your bar/restaurant customers.

We will provide you with general guidance and advice as requested under reasonable circumstances, and we may advise you of any service requests/problems should they come to our attention. We may furnish to you such guidance and assistance as we deem appropriate in our reasonable opinion to assist you in operating your business.

We will offer certain training programs designed to assist you in good business management and in the operation of your franchise and our products. We will also provide training to any new manager of your **TEAM TRIVIA** franchise, generally without charge for the actual training (you will be responsible for paying for travel, lodging and meals both during and to and from the training site). We will provide you with general guidance, and we may advise you of operating

problems should they come to our attention. We may furnish to you such guidance and assistance, as we deem appropriate in our reasonable opinion. We will furnish you with one permanent loaned copy of the Team Trivia Franchise Operations Manual. We may modify this manual from time to time, but such modifications will not alter your status and rights under the Franchise Agreement. This manual contains mandatory and suggested standards, operating procedures, suggested forms and rules prescribed by us for your franchise operation. **The Operations Manual may not be reproduced or distributed to any unauthorized person.**

We will approve or disapprove samples of any advertising and promotional materials you wish to develop.

We will deliver to you any supplies that are paid for and covered by the initial Franchise Fee.

We will schedule you for our training program which you must successfully complete. The training program can include any manager, or other employee in addition to you.

The introductory training program is free of charge for two people, but you are responsible for all of your costs associated with attending such training program, such as travel, room and board. We will periodically offer you the opportunity to obtain additional training for yourself or new team members of your franchise at your option; again, with the only cost to you being your travel, room and board to such training activities.

You will be responsible for adhering to the Minimum Developmental Obligations (sales quotas) for Team Trivia and other products sold on a “per weekly show basis”, within your strictly defined franchise territory; in accordance with the requirements contained in your specific Franchise Agreement. Consult Exhibits A & B of your Franchise Agreement for these details.

B. Continuing Obligations of the Parties

We will maintain a continuing advisory relationship with you regarding the development and operation of your franchise. We will provide such guidance and assistance as we deem appropriate. You may request technical or business development assistance from us at any time, and we will endeavor to provide this to you; within the limits of our experience and expertise.

Our obligations during the operation of your franchise are as follows:

We will provide to you with operational training in the management of your franchise at locations designated by us. Prior to, or after, the opening of your franchise we will provide training to any operations manager of your choice; as well as subsequent operations managers.

We will make the officers and employees at our home office available to you for consultation concerning the operation of your franchise and to address any specific problem, obstacle or challenge you face. We will instruct you in the presentation and use of our trademarks, and what actions to take should you become aware of possible infringers to that property.

We may visit your franchise from time to time or upon request for the purpose of observing the conduct of your bar/restaurant customer Team Trivia or Team Bingo shows, and advising you with respect to operational and sales matters. **Should you request such a visit, you will be**

responsible for all transportation, room and board incurred by us during the visit. Visits may take place at our discretion, and at the times of our choosing without advance notice to you.

At our sole discretion, we will take appropriate action to protect the Trademark/Service Marks and distinguishing characteristics of the **TEAM TRIVIA** and Team Bingo franchise and brands.

We will maintain a referral system for providing you with information regarding prospective customers in your franchise area, but provision of such prospects or leads are not guaranteed by us nor considered as part of the normal operations of the franchise system.

Currently there are no local or regional advertising cooperatives. No assessment for advertising is being done at this time. Our primary advertising and promotional tool at present are our websites.

Explanatory Notes:

The Team Trivia, Inc. training program described herein is mandatory.

No local or regional advertising cooperatives are currently in operation, nor are any planned in the near future.

It is estimated that the time interval between execution of the Franchise Agreement and the opening of your **TEAM TRIVIA** franchise will be 15 – 45 days. Factors that may affect this length of time include obtaining necessary local permits and/or licenses, your timetable in obtaining training and any groundwork necessary to establish an office/workplace (home or otherwise) for your business activities; among others.

You are free to undertake additional advertising or promotional of your franchise business or your bar/restaurant customers, at your own expense, but you are not required to do so. Any such advertising or promotional activities must be approved in writing by us in advance.

Team Trivia, Inc. will license you, as a Franchisee, to use the Team Trivia Franchise Manual, and take advantage of our sales and operational training.

Training Schedule for Team Trivia, Inc. Franchises:

As of the date this Disclosure Document was prepared, **TEAM TRIVIA, INC.** provides the following training program for all new franchisees:

TEAM TRIVIA, INC. TRAINING PROGRAM

<u>Subject</u>	<u>Required for:</u>	<u>Hours of On-The-Job Training</u>	<u>Hours of Web-Based Training*</u>	<u>Location</u>
**Franchise Product Training	Franchisee Principal/Designee	8 hours	None	**
**Management/Brand Training	Franchisee Principal/Designee	4 hours	None	**
**Product Sales Training	All Management and/or sales personnel you select	12 hours	None	**
**Operational/Website Training	All Management and/or personnel you select	4 hours	Yes (as arranged by Team Trivia, Inc. – usually 4 hours)	**
TOTAL		24 - 28 hours	4 hours	

NOTE - Hours are estimates only; actual time needed may be shorter or longer, depending on each individual.

** Team Trivia, Inc. Headquarters or a designated franchise location.

All training programs are regularly reviewed and updated.

Until such time as we may fundamentally change the training we provide, you need only attend these training sessions one time and you do not have to attend them for subsequent franchise acquisitions. **All Franchisees must complete the training program to our satisfaction before you can open, or operate your franchised business. All expenses for travel, lodging and board for training for you and your personnel are your sole responsibility.**

Item 12

TERRITORY

YOU must operate your Franchised Business limited solely to the specific location identified in the Franchise Agreement as your Franchised Territory. **You may not conduct business at any other site, nor relocate the Franchised Business without our written consent.** The boundaries of your Franchised Area will depend on the exact parameters outlined in writing within your Franchise Agreement.

We will evaluate the potential for future growth of the **TEAM TRIVIA FRANCHISE NETWORK** when determining your Franchised Area. You may make the initial proposal for the boundaries of your Franchised Area; however, the ultimate decision with regard to such boundaries will lie with us.

Generally the Franchised territories assigned by Team Trivia, Inc are built in and around major metropolitan areas, or state-wide areas, depending upon population centers within our licensed franchise development area. The size of the franchised territory will generally be an area with a radius of no less than thirty (30) miles from the center of a major downtown city within North America.

TEAM TRIVIA, INC. does presently intend to establish company-owned businesses selling similar products or services under the trademarks of Team Trivia and Team Bingo. **However, under no circumstances will any franchise or company-owned business operation ever be permitted to compete or operate within any other franchised territory. All Team Trivia franchises and company-owned locations operate within exclusive licensed territories.**

There **are** minimum sales goals and sales retention requirements (in terms of the number of operating product weekly shows) for each Team Trivia franchised territory. We refer to these goals as “Minimum Developmental Obligations” in your Franchise Agreement. It will be necessary for you to meet these goals within your first two (2) or three (3) years of operation in order to retain your rights under your franchise agreement; depending upon the specifics of your individual franchise agreement.

Item 13

TRADEMARKS, SERVICE MARKS & LOGOS

We grant you the nonexclusive right to conduct business under the name **TEAM TRIVIA** and use our trademarks solely for the operation of your **TEAM TRIVIA** franchise and in the manner authorized by us.

We retain the right to use and to license others to use our products, trademarks and logos, to create other systems using the same trademark and you the franchisee have no rights in the trademark **TEAM TRIVIA** other than what is expressly granted in the Franchise Agreement.

When using the trademark on checks, invoices, business cards, promotional or advertising materials, receipts, contracts or any other documents with our trademark on it your name must be followed by the phrase “a Franchisee of **TEAM TRIVIA, INC.**”.

From time to time we may require that you display logo's name and trademarks for official Team Trivia or Team Bingo event sponsors, or to have your hosts make certain announcements over their microphones at your weekly Team Trivia or Team Bingo events on behalf of these sponsors. You will be required to comply with all reasonable requests that we make in this regard.

The service mark or trademarks for "**TEAM TRIVIA**" AND "**TEAM BINGO**" is on the principal register of the United States Patent and Trademark office. Sample images of all of our product trademarks will be made available to all franchisees as requested.

<u>Mark</u>	<u>Registration Number</u>	<u>Date</u>	<u>Register</u>
TEAM TRIVIA (WORDS ONLY)	74278575	03/02/1993 - Obtained 03/03/2003- Renewed	The Answer Is...Productions, Inc. (Note - the principal owner of Team Trivia, Inc. owns 49% of The Answer Is...Productions, Inc.
TEAM BINGO (WORDS ONLY)	3,833,185	08/10/2010 - Obtained	Team Trivia, Inc.

NOTE - There are no determinations currently in effect that significantly limit our rights to use or license others to use the trademarks and service marks in any manner material to the franchise by the United States Patent and Trademark Office, the Trademark Trial And Appeal Board, or the trademark administrator of any state or any court, nor any pending interference, opposition or cancellation proceeding or litigation involving the trademark (MARK). Under the terms of the Franchise Agreement, you must follow our rules when you use our trademarks. You must notify us immediately in writing of any apparent infringement to your use of our trademarks. **You may not, without our written consent, challenge, start, prosecute, or seek any litigation or other legal action to enforce any right or recover any element of damage arising from the use or infringement of any of the trademarks we license to you for your use as a Franchisee.** We have the sole discretion to take such action as we deem appropriate to exclusively control any litigation concerning trademark infringement.

We are not obligated by the Franchise Agreement or other agreements to participate in your defense or to indemnify you if you are a party to any administrative or judicial proceeding involving the Marks.

In the event we modify or discontinue using any specific trademark for any specific product or service, you must without delay modify or cease using it as well. Upon transfer, expiration or termination of your Franchise Agreement you must cease using in any manner whatsoever any trademarks, copyrighted materials, logos or any other intellectual property of ours, including any

and all methods or procedures contained in the Team Trivia Franchise Manual, effective immediately.

Functions of Marks and Restrictions:

We own and use the Marks in conducting our business and showing the origin of our services and products. You may not claim any rights in the display of the trademarks or the trademarks of any of our sponsors, and you may not incorporate using the names **TEAM TRIVIA OR TEAM BINGO** or display any trademarks beyond the limited permission granted in your Franchise Agreement. You may use the trademarks as part of your internet domain name, and display it on any pre-approved website you have developed and launched to support your business.

Item 14

COPYRIGHTS, TRADEMARKS AND PROPRIETARY INFORMATION

These materials are proprietary and confidential and are considered our property. They may be used by you only as long as you are a franchisee, and only as provided in accordance with your Franchise Agreement and the Team Trivia Franchise Manual.

You may use these materials, only in the manner we approve, in the operation of your **TEAM TRIVIA** franchise during the term of your Franchise Agreement. You may not use such materials in any other way for your own benefit, nor communicate or disclose them to, or use them for the benefit of any other person or entity. These materials include any trade secrets, techniques, know-how, confidential information, or knowledge of advertising, marketing, designs, plans, or methods of operation. This also includes information about our sources of supply and recommendations on pricing, and any information contained in the Team Trivia Franchise Manual.

You may disclose this information to your employees, but only to the extent necessary to operate the business, and then only while your Franchise Agreement is in effect. You must also promptly tell us if and when you learn about unauthorized uses, or challenges to our uses, of this proprietary information.

The Franchise Agreement provides that you will not acquire any interest in the Confidential Information other than the right to utilize it in the development and operation of your **TEAM TRIVIA** franchise during the term of the Franchise Agreement, and that the use or duplication of the Confidential Information in any other businesses would constitute unfair competition. You also agree that the Confidential Information is proprietary to us and is disclosed to you solely on the condition that (1) you will not use the Confidential Information in any other business, (2) you will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement, and (3) you will make sure nondisclosure and non-competition clauses are in effect in employment or independent contractor agreements with your employees, agents or contractors before they receive any training from you.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE

BUSINESS

The Franchise Agreement provides that you devote your continuous best efforts to the development, management and operation of your business. **This means devoting sufficient time and resources to ensure full and complete compliance with your obligations to us, to your customers and to others.** Your **TEAM TRIVIA** franchise must at all times be under your direct, day-to-day supervision. **You will be required to work full time in your franchise, unless you have retained an approved manager who has completed our training program or otherwise been approved by us. You may not have any business relationship with any business competitor.**

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

The Franchise Agreement requires that you confine your business activity to the operation of a **TEAM TRIVIA** franchise. You may not conduct any other business or activity at your **TEAM TRIVIA BUSINESS** location without our prior written approval. You may only offer or sell products or services approved by us, and we may add, delete or change such approved products and services, which you are required to offer. There are no limits on our right to do so. You may advertise to sell **TEAM TRIVIA, TEAM BINGO** or our other authorized products and services only to customers located within your franchise territory.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The renewal of your **TEAM TRIVIA** Franchise Agreement shall be charged at *the rate indicted in your specific franchise agreement for renewal*. This renewal fee is above and beyond any other fees.

There are no restrictions on our rights to assign the Franchise Agreement. Only the terms of the Franchise Agreement are binding. Any other promises may not be enforceable.

Table 17A: Franchise and Related Agreements

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

THE FRANCHISE RELATIONSHIP

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

	<u>Provision</u>	<u>Franchise Agreement Section</u>	<u>Summary</u>
a.	Term of Franchise	Section 4.1	Initial Period is 5 – 7 years

	<u>Provision</u>	<u>Franchise Agreement Section</u>	<u>Summary</u>
b.	Renewal or extension of the term	Section 4.2	Renewals are available if you meet certain requirements – first renewal term of 7 years is available at no cost; providing MDO's have been met and maintained.
c.	Requirements for Franchisee to renew or extend	Section 4.2	If offered, you must: (1) provide written notice of intent to renew; and (2) be in full compliance with the terms of the Franchise Agreement; including having met and maintained MDO's.
d.	Termination by Franchisee	No Written Provision	Only if we have materially breached or failed to comply with the Franchise Agreement
e.	Termination by Franchisor without cause	None	Termination by Material Breach only
f.	Termination by Franchisor with cause	Article IX (Sections 9.1 – 9.3)	We can terminate the Franchise Agreement if you breach a material provision of your Franchise Agreement

	<u>Provision</u>	<u>Franchise Agreement Section</u>	<u>Summary</u>
g.	Material Breach defined – Curable defaults	Section 4.3	Material Breach and defaults are strictly defined in the Franchise Agreement. Franchisor discretion as to reasonable time to be allowed for curing defaults
h.	Material Breach Defined	Section 9.1	Nonpayment or late payment after notice period, unauthorized transfers of control, failure to meet and retain shows sufficient in number to satisfy contractual MDO 's misrepresentation, felony conviction, unauthorized use of confidential information, failure to pay taxes, dishonest or unethical conduct, bankruptcy, repeated violations of Agreement, customer complaints
i.	Franchisee's obligations on termination/non-renewal	Section 8.2	Cease operating franchised business; cease use of confidential information and Trademark; deliver property containing the Trademark; cancel assumed or similar name registrations; pay outstanding amounts and damages;

			deliver manuals; comply with covenants.
j.	Assignment by Franchisor	Section 7.1	There are no restrictions on our right to assign your franchise contract.
k.	Transfer by Franchisee - defined	Section 7.3	A transfer by you is any sale, assignment, transfer, conveyance, gift, pledge, mortgage or other encumbrance of any interest in either the Franchise Agreement, the franchise itself, or any proprietorship, partnership, limited liability company (LLC) or corporation which owns any interest in the franchise, to any person, persons, partnership, association, LLC or corporation, whether by contract, operation of law or otherwise.
l.	Franchisor approval of transfer by Franchisee, and limitations on transfer by Franchisee	Sections 7.3 & 7.4	Any transfer of your interests in the Franchise Agreement are subject to our Rights of First Refusal. Then, you are not permitted to transfer any interest in the Franchise Agreement or in the proprietorship, partnership, corporation or LLC which owns any interest in the franchise, without our prior written consent. We will not unreasonably withhold such consent if your transfer meets all of our conditions.
m	Conditions for Franchisor's approval of transfer	Sections 7.3 & 7.4	Your transfer must comply with the provisions of §§ 7.3 and 7.4 of your Franchise Agreement and meet the following conditions: (1) the transferee, including each partner, shareholder or member, must meet our qualifications, (2) you must satisfy all accrued and accelerated money obligations to us, (3) no one may assert a security interest in the franchise, (4) the transferee must meet all of our qualifications and sign our then-current Franchise Agreement, including an agreement that payments to us have priority over payments to you (as seller) and (5) you must execute a general release of all claims against us at the closing. We may have additional reasonable requirements at the time you decide to sell your franchise.
n.	Franchisor's right of	Section 7.4	If you wish to sell any interest in the

	first refusal to acquire Franchisee's business		franchise, you must give us 30 days' written notice to elect to purchase such interest on the same terms and conditions. If the terms later change, we must receive notice of the changes and will have a new 30 day option to meet the new terms.
o.	Franchisor's option to purchase Franchisee's business upon termination, default, or non-renewal.	Section 4.2	If your Franchise Agreement is terminated due to your default or your decision to terminate or "non-renew" at any time, all franchise rights under your agreement shall default to us, without further compensation being paid to you.
p.	Death or disability of Franchisee	Section 7.3	If franchisee should die or be disabled, the legal representative of the affected party may transfer the existing franchise agreement to the heirs or legal descendants of the deceased; with such legal heirs or descendants being subject to the terms of the Franchise Agreement in their continued operation of the franchise business. The legal representative for the deceased may also choose to offer to sell the business in which case the terms for transfer under the Franchise Agreement (including the franchisor's right of first refusal), shall apply.
q.	Non-competition covenants during the term of the Franchise	Section 8.1	You may not have any interest in any other business which sells or offers to sell substantially similar products or services of the type offered by your TEAM TRIVIA franchise.
r.	Non-competition covenants after the franchise is terminated or expires	Section 8.2	The restrictions described in q. above remain effective for 2 years after the Franchise Agreement expires or is terminated, regardless of the cause, for any business venture located within the geographic parameters of your franchise operation.
s.	Modification of the Franchise Agreement	Section 12.9	Generally there are no modifications unless in writing, signed by both parties. Franchise Manual policies and other standards and requirements are subject to change.

t.	Integration/Merger clause	Section 12.9	Only terms of the Franchise Agreement are binding (subject to state law). Any other promises are not enforceable, unless otherwise agreed to by the parties in writing.
u.	Dispute resolution by arbitration	Section 11.1	Arbitration in Forsyth County, Georgia
v.	Choice of law	Section (25)	Provides that the agreement is interpreted under Georgia law (unless prohibited by laws of the state where your franchise is located).

NOTE - These states have statutes which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise:

ARKANSAS [Stat. Section 70-807]
CALIFORNIA [Bus. & Prof. Code Sections 20000-20073]
CONNECTICUT [Gen. Stat. Section 42-133e]
DELAWARE [Code Sections 2551-2556]
HAWAII [Rev. Stat. Section 482E-1]
ILLINOIS [ILCS, Ch. 815, Sections 705/1-705/44]
INDIANA [Stat. Section 23-2-2.7],
IOWA [Code Sections 523H.1-523H.17]
MICHIGAN [Stat. Section 19.854(27)]
MINNESOTA [Stat. Section 80C.14]
MISSISSIPPI [Code Section 75-24-51]
MISSOURI [Stat. Section 407.400]
NEBRASKA [Rev. Stat. Section 87-401]
NEW JERSEY [Stat. Section 56:10-11]
SOUTH DAKOTA [Codified Laws Section 37-5A-51]
VIRGINIA [Code 13.1-557-574-13.1-564]
WASHINGTON [Code Section 19.100.180]
WISCONSIN [Stat. Section 135.03].

(These and other states may also have court decisions which may supersede the franchise agreement in your relationship with us, including the areas of termination and renewal of your franchise.)

Termination on Bankruptcy

Under Title 11, United States Code Section 101 et seq. the provision of the Franchise Agreement that terminates your franchise may not be enforceable.

Restrictions on our Post-Termination Rights

These and other states have laws that may limit our ability to restrict your activity after the franchise agreement expires or is terminated:

California [Bus. & Prof. Code Sec. 16,600]
Florida [Statutes Sec. 542.33]
Michigan [CLS 445.771 et seq.]
Montana [codes Section 30-14-201]
North Dakota [Century Code Sec. 9-06-06]
Oklahoma [Statutes Sec. 15-217-19]
Washington [RCW Sec. 19.86.030]

Item 18

PUBLIC FIGURES

As of the date of preparing this Disclosure Document, we do not use any public figure to promote our franchise. However, in the future, we may offer certain celebrities a discount on their Initial Franchise Fee on the condition that they make one or more public appearances and announcements to the media; and allow their names, photographs and information about their celebrity history to be included in news releases.

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 franchises and/or franchiser-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, agents or representatives to make such representations either orally or in writing. If you are purchasing an existing franchise operation, however, we may provide you with the actual records of that franchise. If you receive any other financial or performance related information or projections of your future income, you should report it to our management by contacting Franchisor's Home Office, the Federal Trade Commission or any appropriate state regulatory agencies.

You should conduct your own independent investigation as to the potential costs and expenses you might incur in operating your own franchised business. It is in fact possible that you will achieve no income as a result of starting and operating this franchised business or from any guidance that you receive from us.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1

SYSTEM WIDE OUTLET SUMMARY FOR YEARS 2006 TO 2010

<u>Outlet Type</u>	<u>Year</u>	<u>Outlets at the Start of the Year</u>	<u>Outlets at the End of the Year</u>	<u>Net Change</u>
Franchised	2006/PRIOR	3	3	-0-
	2007	3	5	2
	2008	5	6	1
	2009	6	12	6
	2010	12	12 (as of 9/15/2010)	-0-
Company-Owned	2006/PRIOR	-0-	-0-	
	2007	-0-	-0-	-0-
	2008	-0-	-0-	-0-
	2009	-0-	-0-	-0-
	2010	-0-	-0-	-0-
OTHER	2006/PRIOR	2	2	-0-
	2007	2	2	-0-
	2008	2	2	-0-
	2009	2	2	-0-
	2010	2	2 (as of 9/15/2010)	-0-
TOTAL	2006/PRIOR	5	5	-0-
	2007	5	7	2
	2008	7	8	1
	2009	8	14	6
	2010	14	14 (as of 9/15/2010)	-0-

TABLE NO. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN FRANCHISOR OR AN AFFILIATE) FOR YEARS 2007 TO 2009

There were no transfers from Franchisees to New Owners through December 31, 2009

TABLE NO. 3 STATUS OF FRANCHISED OUTLETS FOR YEARS 2007 TO 2009

<u>State</u>	<u>Year</u>	<u>Outlets at Start of Year</u>	<u>Outlets Opened</u>	<u>Terminations</u>	<u>Non-Renewals</u>	<u>Reacquired by Franchiser</u>	<u>Ceased Operations Other Reasons</u>	<u>Outlets at End of Year</u>
AL	2007							
	2008							
	2009							
AZ	2007	1	-0-	-0-	-0-	-0-	-0-	1
	2008	1	-0-	-0-	-0-	-0-	-0-	1
	2009	1	-0-	-0-	-0-	-0-	-0-	1
AR	2007							
	2008							
	2009							
CA	2007							
	2008							
	2009							
FL	2007	2	-0-	-0-	-0-	-0-	-0-	2
	2008	2	-0-	-0-	-0-	-0-	-0-	2
	2009	2	-0-	-0-	-0-	-0-	-0-	2
GA	2007							
	2008							
	2009							
HA	2007							
	2008							
	2009							
IL	2007	0	1	-0-	-0-	-0-	-0-	1
	2008	1	-0-	-0-	-0-	-0-	-0-	1
	2009	1	-0-	-0-	-0-	-0-	-0-	1
IN	2007							
	2008							
	2009							
IA	2007							
	2008							
	2009							

KS	2007							
	2008							
	2009							
KY	2007							
	2008							
	2009							
LA	2007							
	2008							
	2009							
ME	2007							
	2008							
	2009							
MD	2007							
	2008							
	2009							
MA	2007							
	2008							
	2009							
MI	2007	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2008	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2009	-0-	1	-0-	-0-	-0-	-0-	1
MN	2007	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2008	-0-	1	-0-	-0-	-0-	-0-	1
	2009	1	-0-	-0-	-0-	-0-	-0-	1
MS	2007							
	2008							
	2009							
MO	2007							
	2008							
	2009							
NE	2007							
	2008							
	2009							
NV	2007							
	2008							
	2009							
NH	2007							
NJ	2007							
	2008							
	2009							
NM	2007							
	2008							
	2009							
NY	2007							
	2008							
	2009							

NC	2007	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2008	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2009	-0-	2	-0-	-0-	-0-	-0-	2
ND	2007							
	2008							
	2009							
OH	2007							
	2008							
	2009							
OK	2007							
	2008							
	2009							
OR	2007							
	2008							
	2009							
PA	2007	1	-0-	-0-	-0-	-0-	-0-	1
	2008	1	-0-	-0-	-0-	-0-	-0-	1
	2009	1	-0-	-0-	-0-	-0-	-0-	1
RI	2007							
	2008							
	2009							
SC	2007	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2008	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2009	-0-	1	-0-	-0-	-0-	-0-	1
SD	2007							
	2008							
	2009							
TN	2007							
	2008							
	2009							
TX	2007							
	2008							
	2009							
UT	2007							
	2008							
	2009							
VT	2007							
	2008							
	2009							
VA	2007							
	2008							
	2009							
WA	2007							
	2008							
	2009							

WV	2007	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2008	-0-	-0-	-0-	-0-	-0-	-0-	-0-
	2009	-0-	1	-0-	-0-	-0-	-0-	1
WI	2007	-0-	1	-0-	-0-	-0-	-0-	1
	2008	1	-0-	-0-	-0-	-0-	-0-	1
	2009	1	-0-	-0-	-0-	-0-	-0-	1
Total:		7	5	-0-	-0-	-0-	-0-	12

TABLE NO. 4 STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2007 TO 2009 - Omitted

TEAM TRIVIA, INC. DID NOT HAVE ANY COMPANY-OWNED FRANCHISES AS OF 09/15/2010. This table is therefore not included in this document.

TABLE NO. 5 - Omitted

PROJECTED OPENINGS

(As of September 15, 2010 TEAM TRIVIA, INC. DID NOT HAVE ANY PROJECTED FRANCHISE OPENINGS).

Item 21

FINANCIAL STATEMENTS - Omitted

Because TEAM TRIVIA, INC. is a privately-held company, no audited financial statements are as yet available for the entity.

Item 22

CONTRACTS

The only contract we ask *you* to execute is the Franchise Agreement.

The following are attached as exhibits to this Disclosure Document:

EXHIBITS

- Exhibit: 1. List of Franchise Regulators - State Agencies & Agents for Service of Process
- Exhibit: 2. List of Current Franchisees
- Exhibit: 3. Sample Franchise Agreement (this is representative of what we will require you to sign, though the actual document may be somewhat different)

- Exhibit: 4. Receipt /Acknowledgement of Document and Review of this Franchise Disclosure Document
- Exhibit: 5. Guarantee of Obligations under Franchise Agreement
- Exhibit: 6. List of Former Franchisees
- Exhibit: 7. State Law Addendums
- Exhibit: 8. Franchise Application

PLEASE NOTE - The Franchise Agreement, and all other documents and agreements are governed by the laws of the State of Georgia.

EXHIBIT 1

Directory of Franchise Regulators

Federal

FEDERAL TRADE COMMISSION
 Division of Marketing Practices
 Seventh and Pennsylvania Avenues N.W.
 Room 238
 Washington, D.C. 20580
 202-326-2970

State Franchise Regulators

CALIFORNIA
 Corporations Dept. of Corporations
 Franchise Division
 980 9th. Street
 Sacramento, CA 95814-2725
 916-445-7205

CONNECTICUT
 Banking Commissioner
 44 Capitol Avenue
 Hartford, Connecticut 06106
 203-566-4560

HAWAII
 Commissioner of Securities
 1010 Richards Street
 Honolulu, Hawaii 96813
 808-586-2744

State Franchise Regulators

MARYLAND
 Securities Commissioner
 Division of Securities
 200 St. Paul Place, 20th Floor
 Baltimore, Maryland 21202-2020
 410-576-6360

MICHIGAN
 Franchise Administrator
 670 Law Building
 Lansing, Michigan 48913
 517-373-7117

MINNESOTA
 Director of Registration
 Minnesota Department of commerce
 133 East Seventh Streets
 St. Paul, Minnesota 55101
 612-296-2284

ILLINOIS

Illinois Attorney General
500 South Second Street
Springfield, Illinois 62706
217-782-4465

INDIANA

Chief Deputy Commissioner
Securities Division
302 West Washington St. Room E-3
Indianapolis, Indiana 46204
317-232-6685
701-224-4712

OREGON

Department of Insurance and Finance
Division of Finance and Corporate Securities
Securities Section
21 Labor and Industries Building
Salem, Oregon 97310
503-378-4387

RHODE ISLAND

Associate Director and Superintendent
of Securities
233 Richmond Street, Suite 232
Providence, Rhode Island 02903-4232
401-277-3048

SOUTH DAKOTA

Franchise Administrator
Division of Securities
910 East Sioux
Pierre, South Dakota 57501
605-773-4823

NEW YORK

Principal Attorney
New York State Department of Law
120 Broadway, Room 23-122
New York, New York 10271
212-416-8000

NORTH DAKOTA

Franchise Examiner
600 East Boulevard, 5th Floor
Bismarck, North Dakota 58505

WISCONSIN

Commissioner of Securities / Franchise
101 East Wilson Street
P. O. Box 1768
Madison, Wisconsin 53701
Commissioner 608-266-3431
Franchise Administrator 608-266-8559

FLORIDA

Division of Securities
Florida Department of Agriculture and
Consumer
P. O. Box 6700
Suite 7200
Tallahassee, FL 32314-6700
850-410-3754

TEXAS
Secretary of State
P. O. Box 12697
Austin, Texas 78711-2697
1019 Brazos
Austin, Texas 78701
512-463-5701

VIRGINIA
Chief Examiner
State Corporation Commission
1220 Bank Street, 4th Floor
Richmond, Virginia 23219
804-371-9276

Registered Agent of Franchisor:

PETER P. DELBOVE
1380 WOODVINE WAY
ALPHARETTA, GA 30005

EXHIBIT 2

List of Current Franchisees – as of September 15, 2010.

NAME OF PRIMARY CONTACT	FRANCHISE TERRITORY	FRANCHISEE SINCE	CONTACT PHONE NUMBER
ANDREW HANDLEY	CHARLOTTE, NC	2009	843-267-5736
ANDREW HANDLEY	COLUMBIA, SC	2009	843-267-5736
MERRITT (MARK) BUCK	RALEIGH-DURHAM-CHAPEL HILL, NC	2009	919-900-0036
STEVE WELLS	CHICAGO, ILL	2007	404-561-0469
ERIC BERGMAN	WEST VIRGINIA	2009	843-450-4401
DALE SCHUMAKER	MICHIGAN	2009	616-886-0417
MICHAEL LANDMANN	WISCONSIN	2007	262-271-8870
PETER DELBOVE	TAMPA-ST. PETERBURG	2010	770-205-5388
GARY ONDIK	PHOENIX, AZ	2004	602-332-7475
MATTHEW HANSON	MINNEAPLOIS-ST. PAUL	2008	715-835-4888
STEVE GRAZIER	WESTERN PENNSYLVANIA	2004	814-574-1067
PAUL CLOWE	PENSACOLA, FL	2004	678-982-7724

EXHIBIT 3

Sample Franchise Agreement

TEAM TRIVIA, INC.

AREA LICENSE/FRANCHISE DEVELOPMENT AGREEMENT

THIS AREA LICENSE/FRANCHISE DEVELOPMENT AGREEMENT (the “Agreement”). is made and entered into this _____ day of _____, 20____, (the “Effective Date”) by and between TEAM TRIVIA, INC. (“Company”), and Applied Trivia, L.L.C. (“Area Franchisee”), with said Area Franchisee entity to be owned by _____, as principal, with reference to the following facts:

A. Company is the owner, operator and/or exclusive licensee of certain proprietary and other property rights and interests in and to the “TEAM TRIVIA” name, along with various and other trademarks, trade names, service marks, logotypes, insignias, trade dress and designs used in connection with the development, operation and maintenance of live and recorded trivia and other games, contests and tournaments arranged and conducted in bars, taverns, restaurants; for corporate events and the public domain by contract to private third party businesses and governmental entities for purposes of private entertainment and team-building exercises, and such other entertainment products and games as Company may develop, obtain, license and/or authorize Area Franchisee to conduct from time to time (the products of the “Franchised Business”).

B. Company desires to expand and develop the Franchised Business within a designated franchise area (“Franchise Territory”), and seeks sophisticated and efficient area franchisees who will develop business and site relationships with bars, taverns, restaurants and other pre-approved venues and/or customers for conducting the various products offered by Company, and otherwise referred to herein as products of the “Franchised Business”; within designated geographically limited locations and upon the terms agreed upon in writing by the parties.

C. Area Franchisee desires to build and operate a “TEAM TRIVIA” area franchise, and Company desires to license and grant said rights to Area Franchisee; including the right to build and operate said business franchise as an independent business entity to be owned and operated by Area Franchisee separate, distinct and unrelated to Company; yet one that has been properly licensed and authorized by Company to engage in the conduct and use of the various materials, games and products to be provided by Company, to conduct Team Trivia and other offered events in accordance with Company’s operating polices and procedures; and further within the confines of, and in accordance with, the parameters, terms and conditions contained in this Agreement.

WHEREFORE IT IS AGREED

I

GRANT OF AREA DEVELOPMENT FRANCHISE

1.1 Grant of Area Development Franchise

Company hereby grants the following license of rights to Area Franchisee, and Area Franchisee hereby accepts, the exclusive license of rights, during the term hereof, to sell and service Team Trivia games and other products offered by Company to bars, taverns, restaurants and third parties as approved by Company, within the Development Area more fully described in Exhibit “A” which is annexed hereto and by this reference made a part hereof (the “Development Area” or “Territory”), upon the terms and subject to the conditions of this Agreement.

1.2 Venue Pre-Approval Process

In connection with the grant of this area development license and franchise, Company reserves the right to pre-approve all Team Trivia venues before the commencement of any weekly Team Trivia or other Company licensed event, in any particular weekly venue. Should Company choose to pre-approve any particular weekly event, such pre-approval shall not be unreasonably withheld to Area Franchisee by Company. Should the Company elect to assert its weekly event pre-approval rights, the particular venue pre-approval process for Area Franchisee’s operation of any weekly Team Trivia show shall be as follows:

(A) Upon request of Company, Area Franchisee shall submit written particulars of the venue and the weekly event to Company for their approval in writing. Such writing shall include the venue’s name, address, phone number, owner and manager’s name, seating capacity of the establishment and a description of the type of business activities conducted at the proposed venue. **A pre-approval request that fails to contain all of the information specified herein will be deemed as incomplete and any weekly event will be subject to discontinuation by Company.**

(B) The Company shall have five (5) days from receipt of the complete information in subparagraph (A) of this Article to provide written notice of acceptance or rejection of the venue to Area Franchisee; with respect to conducting Team Trivia or any other licensed weekly event/product of Company within such proposed venue.

(C) If the Company fails to respond to Area Franchisee in writing within five (5) days of its receipt of the information in subparagraph (A) of this Article, the venue contained in the request for pre-approval shall be deemed by all parties as “pre-approved”.

(D) The parties agree that the Company shall be the final authority within the pre-approval process. If the Company disapproves of a venue submitted for pre-approval, Company shall submit such disapproval to Area Franchisee in writing, including a statement of the reasons for the venue disapproval, within five (5) days of their receipt of the pre-approval

request. Any disapproval of an existing venue shall be dealt with by the parties in an agreeable manner whereby the parties seek to come to a consensus for dealing with a problem venue. For purposes of allowing Area Franchisee to obtain a replacement venue for any existing venue that has been rejected by Company after it was originally "pre-approved", Area Franchisee shall be permitted an additional fifteen (15) day period of time to procure a replacement venue for purposes of attaining any of the Minimum Developmental Obligations as dictated in Exhibit B of this Agreement.

1.3 Supplies for Regular Weekly Team Trivia Venue Shows

In connection with the grant of this Area Development Franchise, Company shall provide the following reasonable amount of supplies at the expense of Company, as needed for Area Franchisee to conduct the number of pre-approved Team Trivia or other weekly products/events within the designated franchise area (the Territory):

- (A) Score pads
- (B) Scoresheets (Companion Sheets for Players)
- (C) Trivia Questions and Answers for each weekly Team Trivia event performed by Area Franchisee
- (D) Posters/Flyers (in reasonable quantity at the commencement of a new show)
- (E) One Portable Indoor Advertising Banner, for each Team Trivia Host (up to first 15 hosts retained by franchisee).
- (F) Website Advertising/Promotion of Your Weekly Team Trivia and Team Bingo Shows
- (G) Team Trivia Players Club Loyalty Cards for distribution at weekly shows

II

AREA FRANCHISEE'S DEVELOPMENT OBLIGATION

2.1 Minimum Development Obligations/Contracts with Venues

Area Franchisee hereby agrees to obtain contracts for, commence and maintain services to, and operate to the satisfaction and standards of Company, within the Development Area, not less than the cumulative number of regular weekly Team Trivia shows or other weekly product events as sanctioned by Company, as set forth in Exhibit "B," which is annexed hereto and by this reference made a part hereof, within each of the time periods (the "Development Periods") specified therein, (hereinafter referred to as the "Minimum Development Obligation"). Copies of all contracts for Team Trivia weekly shows shall be furnished to Company or its designee by Area Franchisee by fax or e-mail transmission within five (5) days of their execution by the venue's owner, manager or authorized representative, with the original contracts maintained by Area Franchisee.

2.2 Force Majeure

Should Area Franchisee be unable to meet the Minimum Development Obligations solely as the result of Force Majeure, including, but not limited to strikes, material shortages, fires, floods, earthquakes, and other acts of God, or by force of law, which result in the inability of Area Franchisee to conduct said Team Trivia events within the Territory, and which Area Franchisee could not by the exercise of due diligence have avoided, the Developmental Periods shall be extended by the amount of time during which such Force Majeure shall exist.

2.3 Area Franchisee May Exceed Minimum Development Obligation

During the Term, Area Franchisee may, and in fact is encouraged to, subject to the terms and conditions of this Agreement and any other agreements between the parties, obtain contracts for and operate regular weekly Team Trivia events within the Development Area (the “Territory”) in excess of the Minimum Development Obligations as dictated in Exhibit B.

III

DEVELOPMENT AREA

3.1 Description of Development Area Rights

During the term of this Agreement and any agreed upon extensions or renewals thereof, Company shall not operate or grant a franchise, license or sell any of its products; specifically including, but not limited to “TEAM TRIVIA” or “TEAM BINGO” or any other of its game or entertainment products for bars/taverns directly to any venue or person doing business within the confines of the Developmental Area (the “Territory”) designated by the parameters as described in Exhibit A to this Agreement; with the exception of Corporate or Special Events that are booked directly with Company or any affiliate; and of which are not considered weekly shows or events otherwise licensed to area franchise herein.

IV

TERM OF AREA DEVELOPMENTAL AGREEMENT

4.1 Term

The term of this Agreement (the “Term”) shall commence on the Effective Date and, unless sooner terminated in accordance with the provisions herein, or extended as provided in Section 1.2 or 2.2, shall continue for a period of three (3) years; with renewal provisions as set forth herein.

Renewals/Fees/Limited Right of First Refusal for New Franchise Agreement

Area Franchisee shall have a right to renew this Agreement for one (1) additional three (3) year term (“the initial renewal term”), free of payment of any franchise renewal fee, provided that it has met and maintained the Minimal Development Obligations as set forth in Exhibit B of this Agreement

within the initial three (3) year term, and Company is satisfied as to Area Franchisee's adherence to all policies and practices for conducting Team Trivia events, as well as any other products licensed to Area Franchisee by Company, and compliance with all other terms under this Agreement.

Any subsequent three (3) year renewal terms to this Agreement shall require the further written agreement of Company to continue this Agreement as is, and payment in advance by Area Franchisee of any renewal fee otherwise being charged to any comparable area franchisee (the "Franchise Fee"). In no event shall any additional three (3) year franchise renewal term fee exceed the sum of TWO THOUSAND DOLLARS (\$2,000). Should Area Franchisee elect not to renew the Franchise Agreement, or in fact fail to pay the applicable franchise renewal fee in effect at such time within thirty (30 days) of written demand from Company, then Area Franchisee shall forfeit all of its rights and privileges under this agreement, and all rights to conduct all Team Trivia or other weekly shows or events, or any other products marketed by Company, effective immediately.

4.3 Notice of Company Dissatisfaction with Franchisee's Performance/Right to Cure

In connection with this grant of Area Development Franchise, if at any time Company is either dissatisfied with Area Franchisee's performance or adherence to Company's policies or practices for conducting Team Trivia events or other weekly events or products of Company; is objectively dissatisfied with the operation of the Franchise; fails to receive timely payments of its event royalties from Area Franchisee; or otherwise believes that Area Franchisee may be in breach of this Agreement, then Company shall provide written notification of such dissatisfaction or the alleged breaches to Area Franchisee. Area Franchisee shall have thirty (30) days from the date such notice of dissatisfaction is received to respond in writing to such notice and to take reasonable actions or measures to remedy or cure any conduct in which Company is dissatisfied or any late payment or other alleged breaches of this Agreement as identified by Company. **However, the Company shall not be required to provide any written notice to Area Franchisee with respect to any allegations of "material breach" of this Agreement as otherwise specified in Article IX of this Agreement.**

V

PAYMENTS BY AREA FRANCHISEE/PROMOTION & USE OF PRODUCT NAMES/LOGOS & SALE OF APPROVED LOGO/NAME MERCHANDISE

5.1 Initial Franchise Fee.

Area Franchisee, shall be liable to Company for payment of an initial Franchisee Fee of TWENTY THOUSAND DOLLARS (\$20,000); which shall be payable by Area Franchisee as follows:

The sum of TWENTY THOUSAND DOLLARS (\$20,000) shall be paid to "TEAM TRIVIA, INC." by the Area Franchisee as of the date of execution of this Agreement.

All payments of and toward the initial Franchise Fee are non-refundable.

The grant of any franchise benefits by Company to Area Franchisee is entirely contingent upon payment of the entire agreed-upon initial franchise fee of TWENTY THOUSAND DOLLARS (\$20,000). The payment of the initial franchise fee, in total, shall entitle

Franchisee to operate the designated Team Trivia franchise for the initial term of three (3) years, along with a subsequent no-charge three (3) year renewal term; provided Area Franchisee has met and maintained their Minimum Developmental Obligation during such time and is not in breach of this Agreement. Any failure to pay the entire initial franchise fee shall void this grant of franchise rights, ab initio, and result in the immediate forfeiture of any and all rights granted to the Area Franchisee under this Agreement. All subsequent three (3) year terms of this grant of franchise benefits shall be governed by the "subsequent renewals" terms dictated in Section 4.2 of this Agreement.

Weekly Show Royalties/Tournaments/Special Events/Payments.

Area Franchisee shall also pay to Company in cash, check, electronic funds transfer, PayPal, ACH bank payment, bank cashier's check or by certified funds royalties equal to the sum of Twenty-Two Dollars and fifty cents (\$22.50) for each weekly Team Trivia or other product shows conducted by Area Franchisee or his authorized delegates for the first fifty (50) shows performed each week. At such time as Area Franchisee shall have attained the sum of fifty (50) regular weekly Team Trivia shows in bars, restaurants or taverns, Area Franchisee shall pay to Company the sum of Twenty Dollars (\$20) per show on all weekly shows performed by Area Franchisee. Thus, for purposes of example and illustration only, based on performance of forty (40) Team Trivia or other product weekly shows, Area Franchisee would pay Company forty (40) times \$22.50 (or \$900). At such time as Area Franchisee attains their fiftieth (50th) show, the per show royalty charge would then be reduced to twenty dollars (\$20) per show for each weekly show performed by Area Franchisee (i.e. if sixty (60) weekly shows are being performed, then the Area Franchisee would be sixty (60) times \$20 (or \$1,200) in royalties for Team Trivia and other product shows conducted in a given week.

Any and all Team Trivia (or other product) Tournaments, Corporate and Special Events conducted within the Franchise Territory (corporate, private or otherwise) by Area Franchisee shall be considered as events in which a royalty fee equal to Twenty Percent (20%) of the Gross Revenues derived from players, venues and advertising sponsors shall be payable by Area Franchisee to Company. Area Franchisee shall have the right of first refusal to stage any Team Trivia or other licensed product tournaments, corporate or special events within the Franchise Territory. In the event that Area Franchisee wishes to cede this right on any single occasion to Company, Company may instead stage such Tournament, Corporate or Special Event and shall be entitled to all revenues derived therefrom; with Area Franchisee being paid a commission fee equal to twenty percent (20%) of the gross compensation derived by Company in staging that tournament, corporate or special event. Any other provision in this Agreement with respect to the provision of supplies for weekly Team Trivia shows notwithstanding, the cost of all supplies to conduct any tournament, corporate or special event shall be the responsibility of the party that has accepted the responsibility for staging that particular event.

Payment of all royalties due for weekly Team Trivia shows, tournaments, corporate and special events conducted or staged by Area Franchisee shall be made to Company no later than the tenth (10th) day of the following month that all such weekly or other events are performed by Area Franchisee.

5.3 Promotion/Use of Team Trivia or Other Product Names/Logos by Area Franchisee, and Sale of Licensed Name/Logo Merchandise.

Area Franchisee shall be entitled to use any of Company's licensed product names/logos, upon which it is paying royalties, in advertising or promotional activities that have been pre-approved in writing by Company. Area Franchisee shall be required to use the official Team Trivia website as designated by Team Trivia, Inc. (currently www.teamtrivia.com) for purposes of advertising, promoting, reporting and accounting to Company with regard to all of its weekly Team Trivia and other licensed product events. **The use of any other websites or other on-line or electronic medium transmission of the Team Trivia or other Product names/logos for profit or promotion is strictly prohibited; without the express prior written permission of Company, and shall be considered by the parties as reserved exclusively for Company's use (including, but not limited to, all social networking websites or other electronic means of communication designed to utilize the names of logos of Company's licensed products).**

Area Franchisee may accumulate and utilize player's e-mail addresses and other personal contact information for the purposes of soliciting players to attend weekly Team Trivia or other licensed product events and to join Team Trivia or other product leagues, or to solicit sales of pre-approved name/logo merchandise.

Area Franchisee shall be entitled (but is not required) to promote the sale of Team Trivia and Team Bingo logo merchandise items that have been pre-approved for sale by Company; exclusively through the Franchisor's designated web portal for these sales. **The grant of this license to sell name/logo merchandise is not exclusive to any Area Franchisee; and Company reserves the right to sell any such merchandise that it so desires as well outside of the geographic boundaries of Area Franchisee's territory. Company will credit franchisee's royalty payable account each month with a commission of eight percent (8%) of the gross sales proceeds before taxes, shipping and handling for all logo merchandise sold within to any player residing within franchisee's franchise territory.**

VI

EXECUTION OF INDIVIDUAL FRANCHISE AGREEMENTS

Condition Precedent to Company's Obligations

It shall be a condition precedent to Company's obligations within this Agreement, that Area Franchisee shall have performed all of his obligations under and pursuant to any and all other agreements between Area Franchisee and Company; specifically including, but not limited to, the timely payment of all royalties and any other amounts that may be due Company.

VII

ASSIGNABILITY AND SUBFRANCHISING

Assignability by Company

Company shall have the right to assign any of their obligations under this Agreement, specifically including all servicing requirements for all Team Trivia or other products shows, as well as any other of its rights, and privileges hereunder to any other person, firm or corporation without Area Franchisee's prior consent; provided that, in respect to any assignment resulting in the subsequent performance by the assignee of the functions of Company, the assignee shall expressly assume and agree to perform such obligations.

7.1 No Subfranchising Permitted by Area Franchisee/Acknowledgment of Company's Exclusive Intellectual Property Rights

Area Franchisee shall not offer, sell, assign or negotiate the sale of "TEAM TRIVIA" franchises, either in Area Franchisee's own name or in the name, and on behalf, of Company; or otherwise subfranchise, share, divide or partition this Agreement, and nothing in this Agreement will be construed as granting Area Franchisee the right to do so. Area Franchisee further acknowledges the existence and exclusive ownership, dominion and control by Company in all Team Trivia contracts executed by Area Franchisee with venues, and to others, of all intellectual property rights in Team Trivia and any other licensed products included within this Agreement. Specifically included, but not limited, in this acknowledgment, is the game processes, the game's scoring system and methodology, and the name, commonly referred to as "TEAM TRIVIA"; and the fact that Area Franchisee has obtained no rights whatsoever in said name or other intellectual property rights associated therewith in this Agreement, other than those limited rights of use specifically granted to Area Franchisee herein or otherwise agreed to in writing by Company. Any unauthorized use or resale of any of Company's exclusive intellectual property rights shall constitute a breach of this agreement and grounds for Company's immediate revocation of any and all benefits to Area Franchisee under this agreement, including immediate revocation of any and all rights to perform Team Trivia or any other licensed product in the Designated Franchise Territory, or any other area. Area Franchisee agrees that these penalties shall not be considered as the exclusive remedy available to Company for a breach under this Section 7.2; with Company specifically retaining (and not waiving) any and all other rights and remedies available to Company under the law for any breach hereunder.

Assignment by Area Franchisee

(a) This Agreement has been entered into by Company in reliance upon and in consideration of the singular personal skill, qualifications and trust and confidence reposed in Area Franchisee and its staff or, in the case of a corporate or partnership

franchisee entity, the principal officers or partners thereof who will actively and substantially participate in the ownership, management and operation of the Franchised Business. Therefore, neither Area Franchisee's interest in this Agreement nor any of its rights or privileges shall be assigned or transferred, voluntarily or involuntarily, in whole or in part, by operation of law or otherwise, in any manner, without (a) the prior written consent of Company and subject to Company's right of first refusal as provided for in Section 7.4 of this Agreement, and (b) payment of a franchise rights assignment transfer fee to Company in the amount of FIVE THOUSAND DOLLARS (\$5,000), which shall be due and payable prior to Company's written agreement to such assignment and transfer. Notwithstanding anything herein to the contrary, in the event of the death or legal incapacity of Area Franchisee or, if Area Franchisee is a corporation or partnership, an equity owner holding twenty percent (20%) or more of the Area Franchisee's capital stock or voting power, or if Area Franchisee is a general or limited partnership, or a limited liability company (LLC), a general, limited or managing partner or member owning a twenty percent (20%) or greater interest in the voting power, property, profits or losses of the partnership, the transfer of Area Franchisee's interest in this Agreement or such stockholder's, partner's or member's stock, partnership or membership interest, to his heirs, personal representatives or conservators, as applicable, shall require Company's written consent, but shall not give rise to Company's right of first refusal hereunder, although such right shall apply as to any proposed transfer or assignment by such heirs, personal representatives or conservators.

(b) Should Company not elect to exercise its said right of first refusal as dictated in Section 7.4 of this Agreement, or should such right of first refusal be inapplicable, as herein provided, Company's consent to such assignment, but not to the partition, sharing or dividing of rights under this Agreement, shall not be unreasonably withheld; provided, however, that the Company may impose any reasonable condition(s) to the granting of its consent. Without limiting the generality of the foregoing, the imposition of any or all of the following conditions to its consent to any such assignment shall be deemed to be reasonable:

- (i) that the assignee (or the principal officers, shareholders, directors or general partners of the assignee in the case of a corporate or partnership assignee) demonstrate that they have the skills, qualifications and economic resources necessary, in Company's judgment, reasonably exercised, to own and operate on a full-time basis the Team Trivia shows (or other products) as specifically contemplated by this Agreement, and by all other agreements between the Company and such assignee, and all agreements proposed to be assigned to such assignee;**
- (ii) that the assignee expressly assumes in writing for the benefit of Company all rights and obligations of Area Franchisee under this Agreement and all franchise agreements executed pursuant hereto;**
- (iii) that the assignee shall have completed any Company training program to Company's satisfaction, exercised in good faith;**
- (iv) that as of the date of any such assignment, the assignor shall have fully complied with all of its obligations to Company, whether under this Agreement or any other agreement, arrangement or understanding with Company;**
- (v) that assignee, if then already an existing Franchisee of Company, is not then in**

default of any of his obligations to Company.

- (vi) that the assignee shall pay to Company a transfer or assignment fee equal to \$5,000 which is reasonably required to cover Company's expenses relating to said assignment, and a training fee of \$2,500; provided however that Company shall waive such training fee if the assignment is to an existing franchisee employee or principal.

(c) If Area Franchisee is a corporation, a limited liability company or a limited or general partnership, each of the following shall be deemed to be an assignment of this Agreement within the meaning of this Section: (i) the death or legal incapacity of any shareholder or member owning twenty percent (20%) or more of the capital stock or voting power of Area Franchisee; (ii) if Area Franchisee is a limited liability company or a general or limited partnership, the withdrawal, death or legal incapacity of a managing member, general partner, or a limited partner owning twenty percent (20%) or more of the voting power, property, profits or losses, of the entity, or the admission of any additional member-managers or general partners, or transfer by any member or general partner of its interest in the property, management or profits and/or losses of the LLC or partnership; (iii) the issuance of any securities by Area Franchisee which itself or in combination with any other transaction(s) results in the shareholders, members or partners existing as of the Effective Date, as applicable, owning less than eighty percent (80%) of the outstanding shares or voting power of a corporate Area Franchisee, or of the voting power or interests in the property, profits or losses of a limited partnership or LLC; (iv) the transfer of twenty percent (20%) or more in the aggregate of the capital stock or voting power of Area Franchisee, by operation of law or otherwise; and (v) any merger, stock redemption, consolidation, reorganization or recapitalization involving Area Franchisee.

(d) Area Franchisee shall not in any event have the right to pledge, encumber, hypothecate or otherwise give any third party a security interest in this Agreement, or any of the benefits derived herein, in any manner whatsoever without the express prior written consent of Company, which consent may be withheld for any reason whatsoever in Company's sole subjective judgment.

Right of First Refusal for Sale of Franchise Rights

Except as expressly provided in Section 7.3 to the contrary, any assignment of this Agreement, or any interest herein, shall be subject to Company's right of first refusal to purchase said franchise from Area Franchisee with respect thereto. Company's said right of first refusal shall be exercised in the following manner:

- (a) Area Franchisee shall deliver to Company a written notice or proposal for sale or transfer,
- (b) clearly and unambiguously setting forth all of the terms and conditions of the proposed assignment and all available information concerning the proposed assignee; including but not limited to, any and all financial terms and considerations with respect to the assignment, information concerning the employment history, financial condition, credit history, skill and qualifications

of the proposed assignee and, in the case of a partnership, LLC or corporate assignee, of its partners, members and shareholders as applicable.

- (c) **Within thirty (30) days after Company's receipt of such notice (or if Company shall request additional information, within thirty (30) days after receipt of such additional information), Company may either consent or withhold its consent to such assignment, in accordance with Section 7.3, or, at its option, accept the assignment to itself or to its nominee upon the terms and conditions specified in the notice. Company may substitute an equivalent sum of cash for any consideration other than cash specified in said notice.**

- (d) **If Company shall elect not to exercise its said right of first refusal and shall consent to such assignment, Area Franchisee shall, subject to the provisions of Section 7.3, be free to assign this Agreement to such proposed assignee on the terms and conditions specified in said notice. If, however, Company does not elect to exercise its right of first refusal and said terms shall be materially changed, or if more than ninety (90) days shall pass without such assignment occurring, such changed terms or lapse of time shall be deemed a new proposal and Company shall again have such right of first refusal with respect thereto.**

VIII

NON-COMPETITION/NON-DISCLOSURE/NON-SOLICITATION

8.1 In Term

During any term of this Agreement and for a period of two (2) years thereafter, neither Area Franchisee, nor any officer, owner, director, shareholder, member-manager or general or limited partner of an individually owned, corporate, limited liability company or partnership-owned franchisee, shall either directly or indirectly, own, operate, advise, be employed by, or have any interest in any other business that conducts or features any other trivia game or product that Company deems, within its total and complete subjective discretion, constitutes a competitive product to any product licensed by Company herein including, but not limited to, "TEAM TRIVIA", within the Developmental Area of Area Franchisee unless Company shall otherwise consent thereto in writing.

Area Franchisee also agrees not to solicit, utilize or disclose to any third party in any way, any proprietary information or trade secrets with regard to the operation of Team Trivia, or any similar products offered by Company; specifically including, but not limited to, any pricing or contact information for any bars, restaurants and other venues that conduct Team Trivia or any other products offered by Company, nor any information with respect to any players (customers of bars, restaurants and taverns); including, but not limited to, any e-mail, phone address or other contact information. All such trade secrets and proprietary information obtained by Area Franchisee with respect to bars, restaurants, taverns and players shall at all times be

considered as property of Company; and any other unauthorized use or disclosure of such information by an owner, director, officer, employee, contractor, shareholder member-manager, or general or limited partner of Area Franchisee shall be prohibited both during and after the termination of this Agreement. Area Franchisee acknowledges and agrees that any unauthorized use or disclosure of any of Company's proprietary information and/or trade secrets may in fact cause significant financial hardship to Company; for which monetary damages may not be sufficient to compensate Company for any losses resulting from such actions.

8.2 Post-Term

Area Franchisee acknowledges that being an Area Franchisee under this Agreement requires, and Area Franchisee agrees to commit to, a full time work effort in developing their Area Franchise. At the end of this Agreement, and any and all renewals or extensions thereto, the Area Franchisee, as well as any officer, director shareholder, member-manager or general or limited partner of a corporate, limited liability company or partnership franchisee, shall be entitled to accept a job or position in the food service industry or another competitive enterprise to Company, including one with any bar or restaurant conducted a weekly Team Trivia show, so long as Area Franchisee does not engage in the conduct or promotion of any games or promotions that would otherwise compete with any product offered by Company for a two (2) year period from the termination of this Agreement (see Item 8.1 above). In applying any test in determining whether a competitive situation exists in violation of these terms, Area Franchisee will have the burden of establishing that any such activity by it will not involve the use of benefits provided under this Agreement or constitute unfair competition with Company or other franchisees of the Company.

8.3 Modification

The parties have attempted in Sections 8.1 and 8.2 above to limit the Area Franchisee's right to compete only to the extent necessary to protect the Company from unfair competition. The parties hereby expressly agree that if the scope or enforceability of Section 8.1 or 8.2 is disputed at any time by Area Franchisee, a court or arbitrator, as the case may be, may modify either or both of such provisions to the extent that it deems necessary to make such provision(s) enforceable under applicable law. In addition, the Company reserves the right to reduce the scope of either, or both, of said provisions without Area Franchisee's consent, at any time or times, effective immediately upon notice to Area Franchisee.

IX

TERMINATION

9.1 Termination Pursuant to A Material Breach of This Agreement

This Agreement may be terminated by Company for cause without notice or opportunity to cure, except for such notice as may be required by law, in the event of any material breach by Area Franchisee of this Agreement. Material breach, as used herein, shall specifically include but not be limited to, among other things, the following:

- (a) Any attempt by Area Franchisee to sell, assign, transfer or encumber in whole or in part any or all rights and obligations under this Agreement, in violation of the terms of this**

Agreement, or without the written consents required, pursuant to this Agreement.

- (b) Failure of Area Franchisee to meet the Minimum Developmental Obligations within the Developmental Periods set forth herein.
- (c) Failure by Franchisee to pay any amount due under this Agreement to Company, that is not cured in total within ten (10) days of written notice being sent by Company to Area Franchisee.
- (d) the conviction of a felony by any individual having any type of ownership interest in the Area Franchise at such time as the felony was committed.

9.2 Termination by Reason of a Material Breach of Other Agreement

This Agreement may be terminated, at the election of Company and without any compensation being paid to Area Franchisee, in the event of any material breach by Area Franchisee of an individual Franchise Agreement, any breach of a material term of any Franchise Agreement or any other agreement between Company and Area Franchisee, upon the notice, if any, specified in this Franchise Agreement or any other agreement between the parties. Upon such termination, all rights to engage in any and all of Company's products within the Area Franchise Territory shall revert to Company effectively immediately upon such termination of this Agreement by Company for any material breach of this Agreement.

9.3 Effect of Termination

Upon the expiration of this Agreement, or upon the termination of this Agreement by Company, Area Franchisee shall have no further right to sell, manage, equip, open, start-up or operate any TEAM TRIVIA shows or events, nor any other products of Company. At such time of expiration or termination of this Agreement, Company may then itself sell, manage, equip, open, start-up and operate by itself, or may so license to any other third party it so chooses, to sell, manage, equip, open, start-up or operate TEAM TRIVIA or other product shows or events in the Developmental Area, except as provided in Sections 4.3 and 4.4 of this Agreement, and as provided in any other Franchise Agreement executed pursuant to this Agreement.

X

CORPORATE, LIMITED LIABILITY COMPANY OR PARTNERSHIP AREA FRANCHISEE

10.1 Corporate, LLC or Partnership Area Franchisee

(a) If Area Franchisee is a corporation, LLC or partnership, there is set forth below the name, address and percentage of ownership in the entity held by each owner, shareholder, member-manager or partner in Area Franchisee:

~~OWNER(S) NAME(S):~~ OWNER(S) NAME(S): _____

ADDRESS: _____

PHONE: Cell: _____

(b) If Area Franchisee is a corporation, LLC or partnership, there is set forth below the name and address of each director, manager or general partner, as applicable, of Area Franchisee:

(c) The address where Area Franchisee's financial and corporate/organizational records, as applicable, are maintained is:

(d) If Area Franchisee is a corporation, LLC or partnership, there is set forth below the names, and addresses and titles of Area Franchisee's principal officers, managers or partners who will be devoting their full time to the Franchised Business of Area Franchisee:

(1)

(e) Area Franchisee shall notify Company in writing within ten (10) days of any change in the information set forth in subparagraphs (a) through (d) above.

(f) Area Franchisee shall immediately provide such additional information as Company may from time to time request concerning all persons who may have any direct or indirect financial interest in Area Franchisee.

(g) If Area Franchisee is a corporation, LLC or partnership, each of the shareholders, members or partners, as applicable, of Area Franchisee shall, by executing this Agreement, fully, unconditionally and irrevocably guarantee the performance by Area Franchisee of all of its obligations hereunder. In addition, Franchisee shall upon Company's request cause all of its current and future shareholders, members and partners to execute the Company's standard form of Guarantee.

XI

ARBITRATION

General

Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, including, without limitation, any claim that said Agreement, or any part thereof, is invalid, illegal or otherwise voidable or void, or the enforcement of any right or obligation which by its nature survives the expiration or termination hereof, shall be submitted to arbitration before and in accordance with the Commercial Rules of Arbitration of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction thereof; provided, however, that this clause shall not be construed to limit Company from bringing any action in any court of competent jurisdiction for injunctive or other provisional relief as Company deems to be necessary or appropriate to protect its trademarks, trade names, service marks, logotypes, insignia, trade dress and designs, or to enjoin or restrain Area Franchisee from otherwise causing immediate and irreparable harm to

Company, including the harm resulting from lost revenues or profits. Such arbitration shall take place in Forsyth County, Georgia. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

XII

GENERAL CONDITIONS AND PROVISIONS

12.1 Relationship of Area Franchisee to Company

It is expressly agreed that the parties intend by this Agreement to establish between Company and Area Franchisee the relationship of Licensor and Licensee, and that the monies to be paid by Franchisee to Company shall be considered and treated by all parties as “license fees” and “royalties”, and no other form of compensation. It is further agreed that Area Franchisee has no authority to create or assume in Company's name or on behalf of Company, any obligation, express or implied, or to act or purport to act as agent or representative on behalf of Company for any purpose whatsoever. Neither Company nor Area Franchisee is the employer, employee, agent, partner or co-venturer of or with the other, each being independent. Area Franchisee agrees that he will not hold himself out as the agent, employee, partner or co-venturer of Company. Area Franchisee agrees, understands and acknowledges that he will conduct his business of selling and servicing weekly shows of TEAM TRIVIA and any and all other licensed products included within this Agreement, as his own independent business entity, totally and completely separate and distinct from that of Company; with the ultimate relationship or the parties consisting simply of Licensee and Licensor; with the parties having no other responsibilities for the acts of the other, with respect to any third parties or otherwise, other than those provided for in this Agreement to each other.

All employees or contractors hired or retained in any capacity by Area Franchisee shall be the employees or contractors of Area Franchisee only and shall not, for any purpose, be deemed employees or contractors of Company or subject to Company control. Each of the parties agrees to file its own income and any other required tax returns, regulatory reports and returns, and payroll tax returns for its business efforts with respect to its respective employees, contractors and operations; saving and indemnifying the other party hereto from and of any liability of any nature whatsoever by virtue thereof.

12.2 Indemnity by Area Franchisee

Area Franchisee hereby agrees to protect, defend and indemnify Company, and all of its past, present and future shareholders, direct and indirect parent companies, subsidiaries, affiliates, officers, directors, employees, agents, contractors, attorneys and designees and hold them harmless from and against any and all costs and expenses, including attorneys' fees, court costs, losses, assessments, liabilities, damages, claims and demands of every kind or nature on account of any actual or alleged loss, injury or damage to any person, firm or corporation or to any property arising out of or in connection with Area Franchisee's operation of the Franchised Business pursuant hereto.

12.3 No Consequential Damages For Legal Incapacity

Company shall not be liable to Area Franchisee for any consequential damages including, but not limited to, lost profits, interest expense or other costs and expenses incurred by Area Franchisee for any reason; caused by legal incapacity during any Term under this Agreement or any other conduct not otherwise attributable to the gross negligence or misfeasance of Company.

12.4 Waiver and Delay

No waiver by Company or Area Franchisee of any breach or series of breaches or defaults in performance, and no failure, refusal or neglect of either party to exercise any right, power or option given to it hereunder or under any other agreement between Company and Area Franchisee, whether entered into before, after or contemporaneously with the execution hereof or to insist upon strict compliance with or performance of each party's obligations under this Agreement or any other agreement between Company and Area Franchisee, whether entered into before, after or contemporaneously with the execution hereof, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach thereof or a waiver by either party of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

12.5 Survival of Covenants

The covenants contained in this Agreement which, by their terms, require performance by the parties after the expiration or termination of this Agreement, shall be enforceable notwithstanding said expiration or other termination of this Agreement for any reason whatsoever.

12.6 Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Company and shall be binding upon and inure to the benefit of Area Franchisee and his or their respective heirs, executors, administrators, successors and assigns, subject to the prohibitions against assignment contained herein.

12.7 Joint and Several Liability

If Area Franchisee consists of more than one person or entity, or a combination thereof, the obligations and liabilities of each such person or entity to Company are joint and several with respect to the equity owners of the Area Franchised business.

12.8 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Georgia.

12.9 Entire Agreement

This Agreement and the Exhibits incorporated herein contain all of the terms and conditions agreed upon by the parties hereto concerning the subject matter hereof. No other agreements concerning the subject matter hereof, written or oral, shall be deemed to exist or to bind any of

the parties hereto and all prior agreements, understandings and representations, are merged herein and superseded hereby. Area Franchisee represents that there are no contemporaneous agreements or understandings between the parties relating to the subject matter of this Area Development Agreement that are not contained herein. No officer, employee or agent of Company has any authority to make any representation or promise not contained in this Agreement, and Area Franchisee agrees that he has executed this Agreement without reliance upon any such representation or promise. This Agreement cannot be modified or changed except by written instrument signed by all of the parties hereto.

12.10 Titles for Convenience

Article and paragraph titles used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

12.11 Gender

All terms used in any one number or gender shall extend to mean and include any other number and gender as the facts, context, or sense of this Agreement or any article or paragraph hereof may require.

12.12 Severability

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. Whenever there is any conflict between any provisions of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law. In the event that any part, article, paragraph, sentence or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the indefinite, invalid or unenforceable provision shall be deemed deleted, and the remaining part of this Agreement shall continue in full force and effect.

12.13 Counterparts

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 be deemed to be one and the same instrument.

12.14 Fees and Expenses

Should any party hereto commence any action or proceeding for the purpose of enforcing, or preventing the breach of, any provision hereof, whether by arbitration, judicial or quasi-judicial action or otherwise, or for damages for any alleged breach of any provision hereof, or for a declaration of such party's rights or obligations hereunder, then the prevailing party shall be reimbursed by the losing party for all costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees for the services rendered to such prevailing party.

12.15 Notices

Except as otherwise expressly provided herein, all written notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time delivered by hand, one (1) business day after transmission by facsimile, electronic mail or other electronic system, or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed as follows:

If to Company:

TEAM TRIVIA, INC.
c/o PETER P. DELBOVE
President & Chief Executive Officer
1380 WOODVINE WAY
ALPHARETTA, GA 30005
FAX: (770) 205-5388

If to Area Franchisee:

CELL: _____

or to such other address as either party may designate by ten (10) days' advance written notice to the other party.

XIII

SUBMISSION OF AGREEMENT

13.1 General

The submission of this Agreement does not constitute an offer and this Agreement shall become effective only upon the execution thereof by Company and Area Franchisee. THIS AGREEMENT SHALL NOT BE BINDING ON COMPANY, NOR CONSIDERED AS ANY TYPE OF OFFER BY COMPANY, UNLESS AND UNTIL IT SHALL HAVE BEEN ACCEPTED AND SIGNED BY THE PRESIDENT OF COMPANY OR HIS AUTHORIZED DELEGATE.

XIV

ACKNOWLEDGMENT

14.1 General/Acknowledgement of Receipt of FDD

Area Franchisee, and its officers, owners, shareholders, members and partners, as applicable, jointly and severally acknowledge that they have carefully read this Agreement and all other related documents to be executed concurrently or in conjunction with the execution hereof, that they have had the opportunity to obtain the advice of counsel in connection with entering into this Agreement, that they understand the nature of this Agreement, and that they intend to comply herewith and be bound hereby.

Further, Area Franchisee acknowledges and agrees that he has been furnished by Company with an electronic copy of the Company’s most recent Franchise Disclosure Document (downloadable from the Franchisor’s website), no less than ten (10) days prior to the date of execution of this Agreement, and that Franchisee has reviewed this document and had sufficient time to review same with Counsel, at his option.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the first date set forth above.

ACCEPTED on this _____ day of _____, 20_____.

FOR THE COMPANY, TEAM TRIVIA, INC:

_____(SEAL)

PETER P. DELBOVE, PRESIDENT &
CHIEF EXECUTIVE OFFICER

FOR THE AREA FRANCHISEE:

_____(SEAL)

EXHIBIT A

STIPULATED/DESIGNATED DEVELOPMENTAL AREA

THE PARTIES HAVE AGREED THAT THE STIPULATED FRANCHISE DEVELOPMENTAL AREA TO WHICH THIS AGREEMENT APPLIES (ALSO REFERRED TO HEREIN AS THE "TERRITORY" OR "FRANCHISE TERRITORY") SHALL CONSIST OF THE AREA DEFINED BY THE FOLLOWING PARAMETERS:

WITHIN THE STATE OF _____, U.S.A:

THE AREA IS LIMITED GEOGRAPHICALLY TO INCLUDE ALL THAT AREA THAT IS ENCOMPASSED WITHIN A RELATIVE LAND MASS LIMITED TO WITHIN THE BOUNDARIES OF THE STATE OF _____ AND, MORE SPECIFICALLY, WITHIN THE _____ PORTION OF THE STATE, FURTHER CIRCUMSCRIBED AND LIMITED AS FOLLOWS:

THIS FRANCHISE DEVELOPMENT AREA SHALL BE FURTHER DESIGNATED AND REFERRED TO BY THE PARTIES AS THE " _____ " TEAM TRIVIA FRANCHISE" OF THE UNITED STATES OF AMERICA.

EXHIBIT B

MINIMUM DEVELOPMENTAL OBLIGATIONS FOR AREA FRANCHISEE

Developmental Period Ending Date	Minimum Cumulative Number of Approved Weekly TEAM TRIVIA shows to be in Operation in bars/taverns/restaurants within the Territory:
(1) DECEMBER 31, 20____	TWELVE (12)
(2) MAY 31, 20____	TWENTY-FOUR (24)
(3) DECEMBER 31, 20____	THIRTY-SIX (36)
(4) MAY 31, 20____	FORTY (48)

EXHIBIT C

SPOUSAL/LIFE PARTNER CONSENT

Please note that this section only applies if you are living in a state of marriage or co-habitation constituting marriage under the laws of your State of residence:

The undersigned, being the spouse, civil or life partner of the individual who has executed this Agreement as Area Franchisee or if Area Franchisee is a partnership or LLC, a spouse, civil or life partner of a general partner or member manager, consents to all of the terms of this Agreement and the execution thereof.:

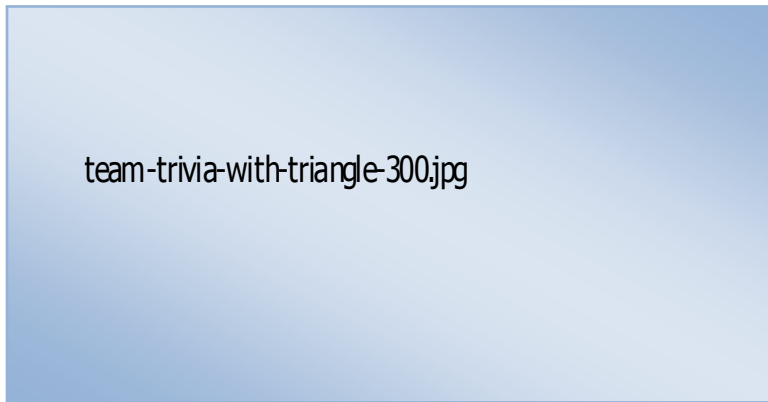
(NOTE - IF YOU ARE UNMARRIED OR DO NOT HAVE A CIVIL OR LIFE PARTNER, PLEASE INDICATE BELOW)

Dated: _____

By: _____

SPOUSE, CIVIL OR LIFE PARTNER OF

Service Marks & Images:



teamingo200x43.jpg

EXHIBIT 4 – RECEIPT/ACKNOWLEDGEMENT OF DOCUMENTS

This disclosure document summarizes provisions of the franchise agreement and other information in plain language.

Read this disclosure document and all agreements carefully. If we offer you a franchise, we must make this disclosure document available to you by the earliest of:

- A. The first personal meeting to discuss our franchise; or
- B. Ten (10) business days before signing of a binding agreement; or
- C. Ten (10) business days before any payment to us.

You must also receive a franchise agreement containing all material terms at least five (5) business days before you sign any franchise agreement.

If we do not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the federal trade commission, Washington, D.C. 20580 and the appropriate state agency identified in Exhibit 1.

We make this disclosure document available to all interested parties on our web site at <http://www.teamtriviafranchising.com/>.

The Registered Agent for Service of Process is: PETER P. DELBOVE

I have received this Franchise Disclosure Document dated September 15, 2010.

Date of Receipt

Proposed Franchisee

EXHIBIT 5

Guaranty of Obligations under Franchise Agreement

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, and to induce **TEAM TRIVIA, INC.**, to enter into the above attached Franchise Agreement, the undersigned (jointly and severally if more than one) unconditionally guarantees to **TEAM TRIVIA, INC.**, its successors and assigns, the prompt payment and performance of any and all payments, indebtedness, obligations and liabilities of every kind or nature now or at any time hereafter owing to **TEAM TRIVIA, INC.**, by the franchisee identified in the Franchise Agreement ("Franchisee"), whether directly or indirectly, and the prompt, full and faithful performance and discharge by Franchisee of each of the terms, conditions, representations, warranties and provisions on the part of Franchisee contained in the Franchise Agreement or any modification, extension, renewal or substitution thereof. The undersigned agrees that no extension, compromise, arrangement, alteration in time or method of payment, and no other act or omission by **TEAM TRIVIA, INC.**, shall release or relieve the undersigned with respect to this Guaranty. The undersigned agree on demand to pay or reimburse **TEAM TRIVIA, INC.** for all expenses, collection charges, and attorneys' fees, whether out of court or in litigation, including appeals in bankruptcy court proceedings incurred by **TEAM TRIVIA, INC.** in endeavoring to collect, enforce or defend **TEAM TRIVIA, INC.'S** rights against Franchisee or under this Guaranty, with interest thereon subsequent to default at the highest lawful contract rate. The undersigned waive (a) notice of demand, default, nonpayment, protest, any adverse change in Franchisee's financial condition, and all other notices to which Franchisee or the undersigned might otherwise be entitled, (b) **TEAM TRIVIA, INC.** granting of indulgences or extensions of terms of payment or performance, and (c) **TEAM TRIVIA, INC.** releasing Franchisee, any guarantor or other person primarily or secondarily liable for failing to prosecute, collect or assert any remedies against any of them or against any collateral therein appertaining.

The undersigned agree that no delay or failure on **TEAM TRIVIA, INC.'S** part in the exercise of any right or remedy against Franchisee or any of the undersigned shall operate as a waiver thereof, and no single or partial exercise by **TEAM TRIVIA, INC.** of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

The undersigned agree that this Guaranty shall be fully assignable by **TEAM TRIVIA, INC.** and shall bind each of the undersigned, together with their heirs, legal representatives, successors and assigns directly, unconditionally and primarily:

Dated this _____ day of _____, 20__

EXHIBIT 6

LIST OF FORMER FRANCHISEES

(1) GALVIN DEVORE		FORMER OWNER OF TAMPA – ST. PETERSBURG , FL FRANCHISE	SOLD FRANCHISE TO PETER P. DELBOVE on 06/23/2010.
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EXHIBIT 8

State Law Addendums

Addendum for State-Specific Requirements**General**

These states have statutes which may supersede the franchise agreement in your relationship with Us including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e *et seq.*], DELAWARE [Code, Tit. 6, Chap. 25, Section 2552], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [815 ILCS 705/19 and 705/20], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Tit. XX, Chap. 523H], KENTUCKY [Rev. Stat. Tit. XL, Chap. 436], LOUISIANA [Rev. Stat. Tit. 23, Section 921(E)], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03], DISTRICT OF COLUMBIA [Code, Tit. 29, Chap. 12], PUERTO RICO [Laws Tit. 10, Chap. 14], and VIRGIN ISLANDS [Code, Tit. 12A, Chap. 2, Subchap. III]. These and other states may have court decisions that may supersede the franchise agreement in your relationship with Us including the areas of termination and renewal of your franchise.

Some states have statutes that limit Our ability to restrict your activity after the franchise agreement has ended. Other states have court decisions limiting Our ability to restrict your activity after the franchise agreement has ended.

A provision in the franchise agreement that terminates the franchise upon your bankruptcy may not be enforceable under Title 11, United States Code.

**California Addendum
(Applies only to California franchisees)**

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination and non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER, BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT. 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.

Neither We nor any person identified in Item 2 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. 78a et. seq., suspending or expelling the persons from membership in that association or exchange.

YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER BY THE PERSON ACQUIRING A FRANCHISE OF CERTAIN RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF CERTAIN RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.)

The franchise agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must resolve disputes through binding arbitration. The arbitration will occur at Wayne, New Jersey, USA, with the costs of arbitration being borne equally by the parties. Each party will bear its own expenses, including attorneys fees. 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.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, We will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

If your Licensed Business will be in California, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

Hawaii Addendum
(Applies only to Hawaii franchisees)

If your Licensed Business will be in Hawaii, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

Illinois Addendum
(Applies only to Illinois franchisees)

The receipt and the Franchise Agreement are both amended to provide that We must provide the Franchise Disclosure Document to You at least fourteen calendar days before You sign any binding contract or give us any money.

The Illinois Franchise Disclosure Act, Section 4, prohibits any agreement that specifies jurisdiction or venue of any lawsuit in a place outside of the State of Illinois. The Act does permit agreements to require you to arbitrate outside the state of Illinois. The Act prohibits choice of law provisions that would require the application of any laws except the laws of the State of Illinois (Section 41). You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). You may have other rights under the Illinois Franchise Disclosure Act or other laws of the state of Illinois. To the extent that the Franchise Agreement is inconsistent with Illinois law, the inconsistent terms of the Franchise Agreement will not be enforced and the terms of the applicable Illinois law shall apply.

Indiana Addendum
(Applies only to Indiana franchisees)

Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)). The Franchise Agreement shall be deemed amended to the extent necessary to comply with IC 23-2-2.7(5).

Indiana law limits the parties agreement to resolve disputes in any jurisdiction outside of Indiana (IC 23-2-2.7(10)). Subject to the Federal Arbitration Act, the Franchise Agreement shall be deemed amended and the forum for any court proceedings shall be in Indiana.

Maryland Addendum
(Applies only to Maryland franchisees)

The Maryland Franchise Registration and Disclosure Law, COMAR 02.02.08.16L, provides that, as a condition of the sale of a franchise, We may not require you to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under the Franchise Registration and Disclosure Law. Item 17 of the Disclosure Document is amended by adding: any general release required as a condition of sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement and Disclosure Document shall be deemed amended so that no release, assignment, novation, waiver or estoppel is required if it would violate the Maryland Franchise Registration and Disclosure Law. Nothing in the franchise agreement, including any acknowledgments or representations, shall be deemed a release or waiver of any right or obligation under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

If you are a resident of Maryland or your Licensed Business will be in Maryland, You will not pay your Initial Fee or any other money to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

Item 17 of the Disclosure Document and Article 19 of the Franchise Agreement are amended by adding: any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Article 19 of the Franchise Agreement is amended to provide as follows: Any lawsuit permitted under this Article shall be brought in the federal or state courts located in the State of Maryland. Item 17 is hereby amended by adding the identical language in the summary column of line v.

Minnesota Addendum (Applies only to Minnesota franchisees)

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. §80C.214, Subds. 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the franchise agreement.

We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name, to the extent required by Minn. Stat. §80C.12, Subd. 1(g).

To the extent governed by Minn. Rule 2860.4400J, you shall not be deemed to have waived any rights under Minnesota law. You shall not be deemed to have consented to Us obtaining injunctive relief, although We may seek injunctive relief. A Court or the arbitrators shall determine whether to require a bond as a condition of injunctive relief.

If your Licensed Business will be in Minnesota, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

New York Addendum
(Applies only to New York franchisees)

Item 3 is amended to read as follows:

Neither We nor any person identified in Item 2 above have any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against us alleging a violation of any franchise law, antitrust or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither We nor any person identified in Item 2 above have been convicted of a felony or pleaded *nolo contendere* to any felony charge or during the 10 year period immediately preceding the date of this disclosure document, been convicted of or pleaded *nolo contendere* to a misdemeanor charge been held liable in any other civil action by final judgment or been the subject of any other material complaint or other legal proceeding where such felony, misdemeanor civil action, complaint or other legal proceeding involved violation of any franchise law, antifraud or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither We nor any person identified in Item 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law as a result of 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 by 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.

Item 4 is amended to read as follows:

During the 10 year period immediately preceding the date of the disclosure document neither We nor any predecessor, affiliate, current officer or general partner of Us has been the subject of a bankruptcy proceeding, been adjudged bankrupt or reorganized due to insolvency or been a principal officer of a company or a general partner of a partnership at or within one year of the time that such company or partnership became the subject of a bankruptcy proceeding or was adjudged bankrupt or reorganized due to insolvency or is subject to any such pending bankruptcy or reorganization proceeding

Item 5 is amended by adding the following: We will use the Initial Fee for the purposes of covering the costs of selling the franchise and other franchises, for your initial training, for general overhead and for profit.

Item 12 is amended by adding the following: Although We will consider many factors in determining the boundaries of your Marketing Area, it will contain a population of not less than 25,000 people.

Item 17 is amended by changing the caption and preliminary statement to read as follows:

Item 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS DISCLOSURE DOCUMENT.

Item 17 D is amended by adding the following: You may terminate the agreement on any grounds available by law.

Item 17 J is amended by adding the following: We will only assign to an assignee who in Our good faith judgment is willing and able to assume Our obligations.

North Dakota Addendum
(Applies only to North Dakota franchisees)

Under North Dakota law, no modification or change We make to the Manual or method of operation may materially affect your status, rights or obligations under the Franchise Agreement.

Covenants not to compete are considered unenforceable in the State of North Dakota.

Under North Dakota law, a requirement that you consent to liquidated damages or termination penalties in the event of termination of the franchise agreement is considered unenforceable.

The North Dakota Franchise Investment Law (Section 51-19-09) requires that the laws of North Dakota, which laws will prevail, will govern the Franchise Agreement. Further, North Dakota law requires that all issues or disagreements relating to the Franchise Agreement will be arbitrated, tried, heard and decided within the jurisdiction of courts in the state of North Dakota.

Under the North Dakota Franchise Investment Law (Section 51-19-09), a North Dakota franchisee may not be required to execute a general release upon renewal of the Franchise Agreement.

Rhode Island Addendum
(Applies only to Rhode Island franchisees)

Item 17 is amended by adding the following: Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

If your Licensed Business will be in Rhode Island, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

South Dakota Addendum
(Applies only to South Dakota franchisees)

Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law.

In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of the state where the franchise is located.

Any provision of the franchise agreement which requires you to agree to jurisdiction and venue outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Notwithstanding any term of the franchise agreement, We not terminate the franchise agreement upon default without first affording you thirty (30) days notice with an opportunity to cure the default within that time.

To the extent required by South Dakota law, all provisions giving any party a right to liquidated damages are hereby deleted from the franchise agreement and the parties shall be entitled to their actual damages instead.

Virginia Addendum
(Applies only to Virginia franchisees)

Item 17 of the Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

Washington Addendum
(Applies only to Washington franchisees)

If any of the provisions in the Franchise Disclosure Document or franchise agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and franchise agreement with regard to any franchise sold in Washington.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

Initial Fees of new Washington franchisees are held in an escrow account until the franchisee's business is open. The state law addendum, above, if applicable, is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

EXHIBIT 8

Franchise Application

Application Form

The information you provide will be held in the strictest confidence and completion of this form in no way constitutes a commitment to **TEAM TRIVIA, INC.** or that a franchise will be automatically awarded. We encourage you to share any relevant information and include anything that you find will make your candidacy stand out as a potential franchisee. If you are planning to have a business partner or investor, he/she should complete a separate application form and hand it in along with yours. Thank you again for your interest in **TEAM TRIVIA.**

TEAM TRIVIA, INC.
 1380 Woodvine Way
 Alpharetta, GA 30005
 Telephone: 770-205-5388
 E-mail: info@teamtriviafranchising.com

About Yourself		
Full Name:		
Home Address:		
City	Province:	Postal Code:
Previous Address (If at current address less than 3 years):		
Home Phone: _____	May we contact you here? Yes ___ No ___	
Bus. Phone: _____	May we contact you here? Yes ___ No ___	
Bus. Fax: _____	May we contact you here? Yes ___ No ___	
Date of Birth:	Citizenship:	SSN:
Name of last educational institution attended:		
Degree/Diploma received:		
Will there be any other active partners in this business? Yes _____ No _____		

Name of Partner 1:
Name of Partner 2
Name of Partner 3

Employment History

Present Employer		
May we contact your present employer?		Yes ___ No ___
Employed from:	To: Position:	Salary:
Duties/Responsibilities:		
Company:	Telephone:	Supervisor's name:
Previous Employer 1		
May we contact your previous employer?		Yes ___ No ___
Employed from:	To: Position:	Salary:
Duties/Responsibilities:		
Company:	Telephone:	Supervisor's name:
Reason for leaving:		
Previous Employer 2		
May we contact your previous employer?		Yes ___ No ___
Employed from:	To: Position:	Salary:
Duties/Responsibilities:		
Company:	Telephone:	Supervisor's name:
Reason for leaving:		
Other Information		
Have you ever been self employed?		Yes ___ No ___
If yes, what type of business?		
Have you or any company you have owned declared bankruptcy?		Yes ___ No ___
Have you ever been involved in any type of civil litigation or criminal offence?		Yes ___ No ___
If yes for either of the above 2 questions, please provide details:		
From a business perspective, what would you say are your greatest...		
Strengths?		
Weaknesses?		

--	--

List any hobbies, community activities or special interests:

Your Interests and Commitment

Please specify which geographic areas you are interested in by order of preference:

1

2

3

What are your expectations by owning a **TEAM TRIVIA** franchise?

--

--

What annual income after expenses do you hope to generate from your business?

How much time will you spend at your franchise? Full time _____ Part time _____ (specify hours)

If you have partners in the business, will they be active in the day-to-day operations?
Yes _____ No _____

Will friends, family or associates be helping you?
Yes _____ No _____

If so, who are they?

How will they help?

Your Abilities

Why do you think you will succeed as a **TEAM TRIVIA** franchisee?

--

--

Why are you interested in a **TEAM TRIVIA** franchise?

--

Given that the success or failure of your business is primarily your responsibility, what would you do to promote your business?
--

--

--

Please provide an example where you have sold goods or services and hired/trained and/or motivated staff, and why you believe you will be a successful franchisee:
--

--

Financials (All information provided is strictly confidential and will be treated as such)

Assets		Liabilities	
Cash		Bank loan (car, line of credit etc.)	
Securities		Notes payable	
		Home mortgage	
Notes and Loans Receivable		Credit card balances	
Home (market value)		Other real estate loans	
Other real estate		Other liabilities)	
Other assets (please specify)			
Value of business (if self employed)			
Total Assets		Total Liabilities	

Credit card(s) or margin of credit held and limit(s):

Credit 1	Limit
Credit 2	Limit
Credit 3	Limit

Current net monthly income	Current net monthly expenses
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Salary		Rent/mortgage	
--------	--	---------------	--

Spouse's salary		Utilities	
Other income		Car expenses	
		Other	
Total monthly income		Total monthly expenses	
Which specific assets do you intend to use to meet the cash requirements for the purchase of your franchise, and its initial operations?			
1.	2.	3.	4.
Other Comments:			

Financial References

Name 1:	Company:
Telephone:	Relationship:
Name 2:	Company:
Telephone:	Relationship:
Other References	
Name 1:	Company:
Telephone:	Relationship:
Name 2:	Company:
Telephone:	Relationship:
Comments:	

I hereby certify that all information provided in this application is true and correct as of the date below. I authorize **TEAM TRIVIA, INC.** or its affiliates or agents to conduct any necessary credit checks and hereby waive my right conferred upon me by statute or otherwise regarding any disclosures obtained by **TEAM TRIVIA, INC.** or its affiliates or agents. I understand that any false information or consequential omission contained in this application would be cause for immediate terminations of any subsequent agreement reached between myself and **TEAM TRIVIA, INC.**

The submission of this application does not obligate me or **TEAM TRIVIA, INC.** in any way or manner.

Date:	Signature:
Print name:	

Confidentiality and Non-Disclosure Agreement

TEAM TRIVIA, INC. agrees to provide to the undersigned pertinent confidential and proprietary documents and information relating to **TEAM TRIVIA, INC.**

The undersigned agrees that this and any subsequent information received will be held in the strictest confidence and only used for the sole intention of evaluation for a potential purchase of a **TEAM TRIVIA FRANCHISE**. The undersigned further agrees this information shall only be make available to his/her financial and legal advisors, and then only under the terms and conditions that are set forth herein.

In the event that it is determined that there is no interest in negotiating the acquisition of a **TEAM TRIVIA** Franchise, all documents and information provided shall be returned to **TEAM TRIVIA, INC.**

Signed:	Date:
Print Name:	
Address:	

RECEIPTS

This Disclosure Document summarizes certain provisions of the Franchise Agreement, and other information in plain language. Read this Disclosure Document and all agreements carefully.

If **Team Trivia, Inc.** offers you a franchise it must provide this Disclosure Document to you within 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Maryland, New York, and Rhode Island require that we give you this Disclosure Document at the earliest of the first personal meeting or 10 business days before the execution of the franchise or other agreements or payment of any consideration that relates the franchise relationship.

Michigan, Oregon, Washington, and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement, or the payment of any consideration, whichever occurs first.

If **TEAM TRIVIA, INC.** 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, D.C. 20580 and the state administrator identified in Exhibit D of this Franchise Disclosure Document. A list of franchisor's agents registered to receive service of process is listed in this Franchise Disclosure Document.

I have received a Franchise Disclosure Document with an issue and effective date of August 15, 2010. This Franchise Disclosure Document included the following Exhibits:

- Exhibit: 1. List of Franchise Regulators - State Agencies & Agents for Service of Process
- Exhibit: 2. List of Current Franchisees
- Exhibit: 3. Sample Franchise Agreement (this is representative of what we will require you to sign, though the actual document may be somewhat different)
- Exhibit: 4. Receipt /Acknowledgement of Document and Review of this Franchise Disclosure Document
- Exhibit: 5. Guarantee of Obligations under Franchise Agreement
- Exhibit: 6. List of Former Franchisees
- Exhibit: 7. State Law Addendums
- Exhibit: 8. Franchise Application

Date: _____

By: _____
Prospective Franchisee or Franchisee Representative