

EXHIBIT L
ALLIANCE PROGRAMS

PARTICIPATION AGREEMENT

This Agreement is made and entered into as of [Today's Date] in Cleveland, Ohio by and between Management Recruiters International, Inc. ("MRI") [Owner's Name] and [Corporation/Franchise Name] (jointly and severally "Franchisee") and Chestnut Hill Partners, LLC ("CHP").

RECITALS

- A. Franchisee is a party to a franchise agreement with Management Recruiters International, Inc. ("MRI") and is engaged in the executive recruiting and staffing business.
- B. CHP is in the business of developing private equity transactions.
- C. Franchisees may become aware of organizations in need of private equity funding (the "Company(ies)"), and shall include Company's affiliates and subsidiaries) and CHP may become aware of the staffing needs companies may have, including the need for high level executives.
- D. Franchisee desires to refer Companies to CHP and CHP desires to refer organizations in need of recruiting services to MRI.

AGREEMENT

The parties agree as follows:

1. Franchisee, in his/her sole discretion, may from time to time refer Companies in need of private equity finding to CHP ("MRI Lead"). Franchisee will initiate an MRI Lead by forwarding the name and contact information for the company to the representative designated by MRI, who will in turn forward the information to a representative of CHP. CHP will not accept a referral directly from a Franchisee. A representative of CHP will contact Franchisee to obtain additional necessary information and coordinate initial contact with the Company. CHP will then facilitate potential equity financing through one or more private equity firms which are willing to provide the Company with equity funding (the "Equity Firm(s)").
2. A "Successful MRI Lead" is one which results in CHP developing a private equity transaction in which a Company referred by a Franchisee obtains private equity funding from CHP and/or an Equity Firm within two years after MRI refers an MRI Lead to CHP. When a Successful MRI Lead occurs, Franchisee will receive the fee set forth in Attachment A. CHP will pay the fee to MRI, which in turn will pay the appropriate fee to Franchisee. No payment will be made to MRI or Franchisee until CHP has been paid its fees relating to the Successful MRI Lead. MRI may, at any time on a prospective basis and in its sole discretion, change the fees to be paid to Franchisee and the terms of Attachment A, and may discontinue or modify this program at any time, without prior notice. MRI's and Franchisee's services under this Agreement shall be complete and the Fee due upon the referral to CHP of a Successful MRI Lead. Neither MRI nor Franchisee shall be involved in the negotiation of any private equity transaction.
3. For a period of two years following the date CHP introduces Franchisee to an Equity Firm(s), Franchisee shall not refer any other persons or entities to the Equity Firm(s) or enter into any other business relationship with the Equity Firm(s), either directly or indirectly, other than through CHP. Provided however, nothing herein shall preclude Franchisee from providing executive recruiting and staffing services to the Equity Firm(s).

4. CHP, in its sole discretion, may from time to time wish to refer to MRI franchisees certain organizations in need of recruiting services (“CHP Lead”), which it will do by referring the CHP Lead to MRI. MRI will, in its sole discretion, determine whether to refer a CHP Lead to Franchisee. If Franchisee receives a CHP Lead through MRI, Franchisee shall indemnify, defend and hold harmless CHP and its directors, officers, agents, attorneys, insurers, employees, representatives, successors and assigns from and against all suits, claims, losses, liabilities, demands, judgments, cross claims, and expenses (including without limitation reasonable attorney’s fees and disbursements of counsel) of any nature by any person or entity, directly or indirectly resulting from or arising out of (a) any negligence or willful misconduct of Franchisee in connection with the performance of this Agreement; or (b) any claims arising out of Franchisee providing recruiting and staffing services to any organization as a result of a CHP Lead.

5. CHP, represents and warrants that it is and will remain in full compliance with all federal, state or local laws that may govern its business and shall indemnify, defend and hold harmless Franchisee and its directors, officers, agents, attorneys, insurers, employees, representatives, successors and assigns from and against all suits, claims, losses, liabilities, demands, judgments, cross claims, and expenses (including without limitation reasonable attorney’s fees and disbursements of counsel) of any nature by any person or entity, directly or indirectly resulting from or arising out of (a) any negligence or willful misconduct of CHP in connection with the performance of this Agreement, or (b) any claims arising out of CHP providing services to any Company as a result of an MRI Lead.

6. The term of this Agreement shall be coextensive with the term of the agreement between MRI and CHP. The provisions of Sections 2, 3, 4 and 5 shall continue after any termination or expiration of this Agreement. Nothing contained in this Agreement shall prohibit MRI from entering into similar agreements with other parties.

7. Franchisee acknowledges and agrees that this program is not part of Franchisee’s franchise agreement with MRI or the services provided in the franchise agreement, and that in order to be eligible for the payments described in Section 2 and Attachment A, Franchisee must:

- a) Have a current MRI franchise agreement that is within its contract term;
- b) be in good standing with all material requirements of the franchise agreement, including but not limited to, timely payment of all royalties, timely filing of all reports; and, in full compliance with any desk or tax return audit;
- c) report cash-in and placements to MRI via PT Web+;

8. Franchisee acknowledges and agrees that:

- a) the payments described in Section 2 and Attachment A will be paid only if Franchisee is a current MRI Franchisee, and that they will stop whenever Franchisee is in default of the obligations in Franchisee’s franchise agreement or the franchise agreement is terminated (for any reason) or expires and is not renewed;
- b) this Agreement and any payments are personal to Franchisee and cannot be transferred to any other person or entity; nothing herein shall prevent Franchisee from sharing a payment with an Account Executive or other employees;

- c) MRI may set off any amounts to be paid to Franchisee as provided under Section 2 of this Agreement against any amounts owed by Franchisee to MRI.

9. Each party agrees that it is acting as an independent contractor and that it is not authorized to act on behalf of another party, nor is a party authorized to make a promise, warranty or representation on behalf of another party. CHP acknowledges and agrees that MRI and the Franchisees are each independent businesses and that each such entity shall be responsible and liable only for its own acts and performance arising out of or relating to this Agreement.

10. If any dispute arises under, out of or relating to this Agreement, the laws of the State of Ohio shall govern the validity, performance, enforcement, interpretation and any other aspect of this Agreement. The parties expressly agree that any and all actions concerning any dispute arising under, out of or relating to this Agreement shall be filed and maintained only in a state or federal court of competent jurisdiction sitting in Cuyahoga County, Ohio.

[Owner's Name]

CHESTNUT HILL PARTNERS, LLC

By: _____

By: _____

Title: _____

Title: _____

MANAGEMENT RECRUITERS
INTERNATIONAL, INC.

By: _____

Title: _____

ATTACHMENT A

Chestnut Hill Partners, LLC's ("CHP") fee agreement with its clients contains the following language:

"In the event that Chestnut Hill arranges an Introduction and a Transaction is consummated, the Buyer shall pay to Chestnut Hill, at the time of the closing of the Transaction, a cash fee (the "Fee") based on the Gross Aggregate Consideration"

CHP will pay to MRI 15% of the Fee it receives for any Transaction resulting from a Successful MRI Lead. If the Successful MRI Lead is made by an MRI Franchisee which has previously made three Successful MRI Leads, CHP will pay to MRI 17% of the Fee it receives for any Transaction resulting from the fourth and subsequent Successful MRI Leads by that Franchisee.

If MRI receives payment of a fee from CHP, it will deduct an administrative fee equal to 10% of the fee received from CHP and thereafter remit the balance of the fee to Franchisee. The amount remitted to Franchisee shall not constitute "net cash-in" under Franchisee's franchise agreement, and will not be subject to royalty fees nor constitute "net cash-in" or "net employment agency cash receipts" under the minimum cash-in performance standards required or under any royalty reduction program (the "Elevator Program") created by MRI or for any awards purposes.

ALLIANCE MARKETING PARTICIPATION AGREEMENT

This Agreement is entered into in as of _____ at Philadelphia, Pennsylvania, by and between ACCESS POINT, LLC (“we”, “our” or “us”) and _____ (“you” and “your”) and _____ a corporation/LLC.

Introduction

- A) We have entered into an Alliance Marketing Agreements with registered third-party financial advisory firms (“Advisors”);
- B) Advisor’s wealth management division(s) offers fee based Advisory Accounts to investors, including customers who rollover retirement or other investment accounts;
- C) We have agreed to provide leads to Advisor for its Advisory Accounts in return for an administrative fee;
- D) These leads will consist of individuals referred by your office;
- E) We are willing to forward to you a portion of the administrative fee on the terms and conditions contained in this Agreement;

The parties agree as follows:

Terms and Conditions

1. You agree to participate in the Access Point Alliance Marketing program on the terms and conditions in this Agreement by providing the names of candidates to us.
2. You agree that our employees and Advisor’s employees and agents may contact any individuals referred by your office.
3. We will forward you an administrative fee equal to fifteen percent (15%) of the total advisory based program fees generated by Advisor for the management of your referrals’ accounts if you are in compliance with all the provisions of this Agreement. In the event of an IOR or other split, the fee will be paid to the office that provided the candidate. You may share these fees with your employees at your sole discretion.
4. You acknowledge and agree that this program is not part of your franchise agreement with Management Recruiters International, Inc. (“MRI”) or the services provided in that agreement. This program may be discontinued or modified at any time, without prior notice. Revenue earned via this program does not constitute “net cash in” as defined in your MRI franchise agreement and will not be subject to royalty fees nor constitute “net cash-in” or “net employment agency cash receipts” under the minimum cash-in or minimum royalty performance standards requirements or under any royalty reduction program created by MRI or for any rankings, awards or any other purposes.

5. To be eligible for and to receive the payments described in Section 3, you:
 - a) have signed the Alliance Marketing Participation Agreement;
 - b) are actively managing the MRI business under the Franchise Agreement and you are paying MRI at least \$12,000 per year in royalty fees (the "minimum annual royalty") adjusted by the Consumer Price Index. The then-current minimum annual royalty shall be determined by multiplying the sum of \$12,000 by a fraction, the numerator of which is the Consumer Price Index for the calendar month of November of the prior year, and the denominator which will be the Consumer Price Index of November 2011;
 - c) are in good standing with all material requirements of your franchise agreement, including but not limited to, timely payment of all royalties and filing of all reports received no later than the last day of the following month;
 - d) are in full compliance with any desk or tax return audit; and,
 - e) are and have been reporting all your cash in and placements to MRI via PT Web+ or any replacement reporting system adopted by MRI from time to time.

6. The payments described above will stop whenever you are in default of the Franchise Agreement. MRI, at its sole discretion, may apply the payments to any outstanding balance you owe MRI or its affiliates; retain the money received during the suspension period and resume payments beginning the month after the defaults are completely rectified within the specified cure period, and/or resume payments to you retroactively. The payments described above will also stop if Advisor stops payments to MRI.

7. The payments will stop permanently with no opportunity for reinstatement in the following cases:
 - a) your franchise agreement is terminated for cause as provided for in the Franchise Agreement taking into consideration the time frames specified in 5c, above, if different from your franchise agreement;
 - b) your franchise agreement expires or is otherwise terminated and you elect to operate the business other than as a franchisee or subfranchisee of MRI;
 - c) you have received more than two (2) notices to cure material defaults of the Franchise Agreement within any 18 month period, even if the defaults are resolved during the cure period;
 - d) You retire, sell, close or cease operating the MRI business or you no longer pay MRI at least \$12,000 per year in royalties adjusted by the CPI as provided for above; or,
 - e) Advisor stops payments to MRI pursuant to the provisions of Section 2(b) and 2(c) of the Alliance Marketing Agreement dated August 15, 2012:

2(b)The Referral Fee set forth above shall be payable for the duration of Commonwealth's advisory relationship with the respective Introduced Client, whether or not this Agreement is terminated prior to the termination of such relationship and whether or not Commonwealth's investment or trading strategies, or Client's investment objectives, change over time. The foregoing notwithstanding, Commonwealth shall have no further Referral Fee payment

obligation if, at any time, Solicitor's representations and warranties under Section 9 hereof shall become inaccurate or untrue.

2(c) Solicitor acknowledges that Commonwealth may assess its advisory fees in advance. Solicitor herewith agrees that, in any circumstances whereby Commonwealth refunds prepaid advisory fees to an Introduced Client, Solicitor will, upon demand, promptly repay to Commonwealth the proportionate amount of any Referral Fees paid to Solicitor, based upon the prepaid advisory fees returned to the Introduced Client.

8. Notwithstanding anything to the contrary in this Agreement, if you are 60 years of age or older, you have actively operated your MRI business for at least 15 years paying MRI at least \$12,000 in royalty fees annually as adjusted by the CPI provided for above, and you are no longer in the staffing and recruiting business, you will receive the payments described in Section 3 above, until the earlier of (i) the date Advisor ceases all payments to MRI; (ii) the date you re-enter the staffing and recruiting business outside the MRINetwork, or (iii) your death.
9. If you sell your business to an approved buyer who will enter into a new MRI franchise agreement, you may transfer all the payments to the new buyer. The payments cannot be divided between you and your buyer.
10. You acknowledge and agree that:
 - a) on occasion, Advisor may refund Advisory Account fees to the customer, in which case you agree to reimburse us for these amounts or agree to a set off against future payments;
 - b) the sale of these Advisory Accounts is highly regulated with strict licensing requirements and you agree that neither you, nor any of your employees or other agents will solicit or recommend the Advisory Accounts in any way to any person, at any time, and you agree that you and your employees may use only the script we provide;
 - c) should you or anyone else in your office violate the terms of 10b above, all payments to you under this program will permanently cease;
 - d) we, at our sole discretion, may direct your payments to offset any outstanding fees payable under your MRI Franchise Agreement, MRI Contract Staffing Agreement or any other obligation with MRI or any of its subsidiaries;
 - e) we cannot guarantee that your referrals will be contacted and referred to Advisor, will be contacted by Advisor or that you can expect to receive specific amounts from this program; and,
 - f) if you violate the terms of this Agreement, or if MRI, concludes, in its sole judgment and discretion, that your continued participation in this program has or could adversely affect MRI or any of its affiliates, MRI may immediately terminate your participation in this program.
11. Nothing in this Agreement shall be construed to limit its enforcement in any way.
12. All controversies, claims, disputes and matters in question arising out of, or relating to, this Agreement or the breach thereof, or the relations between the parties to this Agreement,

shall be decided by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Either party may apply to the American Arbitration Association for a determination of the dispute as set forth in the notification thereof by the originating party. The parties agree that the arbitration shall take place in Philadelphia, Pennsylvania and shall be governed by the law of the Commonwealth of Pennsylvania and the Federal Arbitration Act, and shall be final. Judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof, including a federal district court, pursuant to the Federal Arbitration Act. The fees and expenses of the arbitrator shall be shared equally by both parties. In preparation for the arbitration hearing, each party may utilize all methods of discovery authorized by the Federal Rules of Civil Procedure, and may enforce the right to such discovery in the manner provided by said Rules and/or by the Pennsylvania Uniform Arbitration Act.

13. The only parties to such arbitration, directly or by representation, shall be the parties to this Agreement and their subsidiaries, provided that persons who are not parties to this Agreement but who are officers, directors, members, and/or employees of the parties to this Agreement may participate upon their agreeing to be bound by such arbitration. The only controversies, claims, disputes, or matters in question that may be considered by the arbitrator are those arising out of, or relating to, this Agreement, or the relations between the parties to this Agreement. The arbitration under this Agreement may not proceed as a class action. No other arbitration proceeding, controversy, claim, dispute, or matter in question may be included, consolidated, or joined with the arbitration under this Agreement.
14. This Agreement shall be deemed an offer by you and shall become binding when accepted by us. This Agreement and all matters relating to or arising out of the relationship between the parties shall be governed in all respects by the laws of the Commonwealth of Pennsylvania applicable to agreements made and to be entirely performed in such Commonwealth, which laws shall prevail in the event of any conflict of laws.
15. You hereby irrevocably agree that any action or proceeding arising out of or relating to this Agreement may be brought in the courts of the Commonwealth of Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania, as we may elect. By execution and delivery of this Agreement, You hereby irrevocably accept and submit generally and unconditionally, for yourself and with respect to your property, to the jurisdiction of any such court in any such action or proceeding, and hereby waives, to the extent permitted by applicable law, defenses based on jurisdiction, venue or *forum non conveniens*. Nothing in this Agreement shall affect the right of us to commence legal proceedings or otherwise proceed against you in any other jurisdiction or affect the obligations of the parties relating to arbitration.
16. You shall indemnify and save us and our parents and subsidiaries, harmless from all actions, claims, and demands arising out of your activities relating in any fashion to this Agreement and to reimburse us, our parents and subsidiaries for any and all costs, fines, penalties, damages and expenses, including reasonable attorneys' fees, which any of them pays or becomes obligated to pay by reason of any such activities. This Subsection shall not be construed to void or limit any of the other rights granted to us, our parents or subsidiaries.
17. The Alliance Marketing Agreement between us and Advisor contains the indemnities found on Exhibit A.

18. If legislation enacted by or regulation of any governmental body prevents you or us or Advisor from conducting business pursuant to this Agreement, we shall not be held liable for damages or be required to indemnify you in any manner whatsoever.
19. Any modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement. This limitation on modification is not subject to oral rescission, modification, or waiver. Our failure to insist upon strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent defaults of the same or different nature.
20. The provisions of this Agreement are severable, it being the intention of the parties that should any provision be found invalid, such invalidity shall not affect the remaining provisions, but the same shall remain in full force and effect as though such invalid provision had not been contained in this Agreement.
21. This Agreement contains the entire agreement between you and us, and there are no representations, inducements, arrangements, promises or agreements outstanding between them, either oral or in writing, other than those contained in this Agreement.
22. You agree that a fax copy of this signed Agreement may be used and shall have the same force and effect as an originally signed copy.

The parties have executed this Agreement to evidence their agreement to its terms.

ACCESS POINT, LLC.

By: _____
John McDonald, President

PARTICIPANT

Print Name

[INSERT COMPANY NAME]

By: _____
[Insert Title]

EXHIBIT A

Commonwealth agrees to indemnify and hold Solicitor harmless from any loss, damage, liability, or expense (including, but not limited to, reasonable attorneys' fees, investigation expenses, and other legal expenses), to which Solicitor, or any of its affiliates, may become subject arising out of or relating to any act or omission of Commonwealth or any person affiliated or associated with Commonwealth, other than those acts done at the direction of, and in the specific manner directed by, Solicitor, which is or is alleged to be a violation of the Advisers Act, the Securities Act, the Exchange Act, the rules promulgated under the foregoing statutes, the regulations promulgated by any regulatory agency, any other state statutes, laws, or regulations, or arising from Commonwealth's or such person's alleged gross negligence or willful misconduct. Commonwealth will indemnify and hold Solicitor harmless from any loss that Solicitor may sustain as a result of errors made by Commonwealth and its affiliates, and their officers, directors, agents, servants, and employees in connection with the services provided hereunder.

Solicitor agrees to indemnify and hold Commonwealth harmless from any loss, damage, liability, or expense, (including, but not limited to, reasonable attorneys' fees, investigation expenses, and other legal expenses), to which Commonwealth, or any of its affiliates, may become subject arising out of or relating to any act or omission of Solicitor or any person connected, affiliated, or associated with Solicitor that is or is alleged to be a violation of the Advisers Act, the Securities Act, the Exchange Act, the rules promulgated under the foregoing statutes, the regulations promulgated by any regulatory agency, or any other state statutes, laws, or regulations, or arising from Solicitor's or such person's alleged negligence or willful misconduct. Solicitor will indemnify and hold Commonwealth harmless from any loss that Commonwealth may sustain as a result of errors made by Solicitor and its affiliates, and their officers, directors, agents, servants, and employees in connection with the services provided hereunder.

USAGE AGREEMENT FOR PCRECRUITER

<DATE>

BY AND BETWEEN:

**MAIN SEQUENCE TECHNOLOGY, INC.
4420 SHERWIN ROAD
HAMILTON HALL
WILLOUGHBY, OH 44094**

AND

**<CUSTOMER FULL LEGAL NAME>
<CUSTOMER FULL LEGAL ADDRESS>**

Recitals: 1) Main Sequence Inc. provides an online recruitment and staffing database technology known as PCRecruiter (the "Service") which comprises computer software applications and database hosting services. <CUSTOMER FULL LEGAL NAME> henceforth "<CUSTOMER SHORT NAME>" now wishes to use PCRecruiter in furtherance of its organizational objectives as an end-user of the Service.

Lawful Purposes: <CUSTOMER SHORT NAME> will only use the Service for lawful and legal purposes. <CUSTOMER SHORT NAME> will not use the service to aid and abet any criminal enterprise nor will knowingly authorize any third party to do so.

Unsolicited Commercial Email: <CUSTOMER SHORT NAME> will at all times when using the Service comply with each applicable provision of the 'CAN-SPAM Act of 2003' (Public Law No: 108-187). Compliance alone may not be construed as evidence that <CUSTOMER SHORT NAME> is not responsible for Unsolicited Commercial Email ("SPAM") generated through the Service, and shall not in any way waive <CUSTOMER SHORT NAME>'s responsibilities under this Agreement relating to SPAM.

A failure to abide by a SPAM warning issued from Main Sequence or Main Sequence's network carriers may result in account suspension, or remaining uncured, account termination subject to the termination terms of this Agreement. This requirement is in place to prevent disruptions in service should any of Main Sequence network service providers take action to control SPAM activity by restricting or removing Main Sequence network access to the Service. Email generated by the Service may be relayed by SMTP (Simple Mail Transport Protocol) provided by either Main Sequence or <CUSTOMER SHORT NAME>, which entity operating the SMTP relay having no effect on the requirements of this section.

License: For the good and sufficient consideration described below, Main Sequence grants <CUSTOMER SHORT NAME> a non-exclusive, non-transferable license to use and display the intellectual property owned by Main Sequence and made available through software, communication and storage technologies (collectively, the "System") solely for its own business purposes, and not for resale to others. Main Sequence retains all rights not expressly granted.

All information provided by <CUSTOMER SHORT NAME> and transmitted to and/or stored on or by the System ("Data") shall remain at all times the property of <CUSTOMER SHORT NAME>. Data may comprise information generated by <CUSTOMER SHORT NAME>, machine processes, or third-parties. Main Sequence Technology a) shall have no right, title, or interest in or to such Data and b) shall keep all such Data in strict confidence and not disclose the same to any third party except as expressly permitted by <CUSTOMER SHORT NAME>. This permission shall not be required for a) Main Sequence to allow third party technical experts or others

MRI New Franchisee PCRecruiter Usage Agreement

engaged for technical assistance supervised access to the Data, but such persons will be bound by the same requirement to keep all <CUSTOMER SHORT NAME> Data in strict confidence or b) by customer's administrative activation of Service features using API's or third-party technical integrations where exchange of account data is a bona fide requirement for use of the feature or integration.

<CUSTOMER SHORT NAME> may not modify, reverse engineer, decompile, or copy the software, service, or the documentation, except and only to the extent that applicable law expressly permits such activity. Unauthorized use of the Service or the resale of the Service or access to the System is prohibited.

This Agreement applies to software, services, and data delivered online via PCRecruiter.net (or other URL's) provided by Main Sequence. This Agreement does not apply to any Main Sequence software running on systems owned, leased, or rented by any entity other than Main Sequence. Such other software ("Self-Hosted") is intended to be run on computer systems not owned, leased, or rented by Main Sequence, and subject to a separate Software License Agreement.

Security: Selection and modification of passwords and authorizations for <CUSTOMER SHORT NAME> users is <CUSTOMER SHORT NAME>'s entire responsibility. Main Sequence will not be responsible to assure the identity of persons representing that they are authorized to receive passwords in the event of loss or password replacement, but will make commercially reasonable steps to confirm with <CUSTOMER SHORT NAME> that such persons are in fact authorized by <CUSTOMER SHORT NAME> to receive passwords. Use of encrypted transmission URL'S, field level encryption, or security permissions within the Service are the sole responsibility of <CUSTOMER SHORT NAME> to configure, operate, apply, and verify unless otherwise noted herein, or noted within the published documentation of the Service.

Optional Email Client Feature: Main Sequence is not responsible for the content, format, use, misuse, legality, transmission, receipt, or delivery of any email messages used with the Email Client Feature. Stored email messages and attachments will be managed in a like manner as <CUSTOMER SHORT NAME>'s non-Email Data, and will be subject to all terms and conditions applicable in this Agreement and its Schedules relating to storage, Data return, security, confidentiality, and in all other respects.

Notices: Written notice when required by this Agreement shall be delivered by US Mail or other verifiable means to the address of <CUSTOMER SHORT NAME> as first written above, and to:

Main Sequence Technology Inc.
Gretchen Annable Kubicek
Chief Financial Officer
5370 Pinehill Road
Mentor, OH 44060

Fees: See Schedule 1. FEE AGREEMENT.

<CUSTOMER SHORT NAME> will file and pay any applicable sales or use taxes to the appropriate agency or to Main Sequence. Any miscellaneous and incidental charges shall be paid when due or Main Sequence may suspend access until the account is returned to good standing.

Term: This Agreement will begin on __/__/____ and will terminate on __/__/____. If there is a Data Conversion Agreement between the parties executed contemporaneously with this Usage Agreement, the effective date of this Agreement will be the date that the production database is accepted by <CUSTOMER SHORT NAME> per the terms of that agreement and made available for use with the Service.

Renewal:

Main Sequence or its successors may elect not to renew this Agreement. <CUSTOMER SHORT NAME> may elect not to renew this Agreement. If Main Sequence or its successors do not renew the Agreement, all <CUSTOMER SHORT NAME> Data will be returned in its entirety to <CUSTOMER SHORT NAME>, and Main Sequence will destroy all copies in the course of Main Sequence's usual and customary management of archived, inactive customer Data unless such destruction is otherwise specified herein.

Automatic Renewal: Upon expiration of the term of this Agreement, and no receipt of a notice of Renewal by <CUSTOMER SHORT NAME> to Main Sequence, or its replacement with a new Usage Agreement, this Agreement will automatically extend for a term equal in length to the initial term. Upon renewal, any changes to the terms and conditions then generally in effect for Usage Agreements with Main Sequence for similar services shall be considered modifications or amendments to this Agreement and binding thereto, excepting that Main Sequence may not modify the Schedule 1, Fee Agreement, any terms relating to ownership or return of Data, or any other financial term upon Automatic Renewal without 90 days prior written notice to <CUSTOMER SHORT NAME> and written acceptance of such changes by <CUSTOMER SHORT NAME> in compliance with the notification provisions of this Agreement. Main Sequence will not be responsible to notify <CUSTOMER SHORT NAME> of any or all such modifications or amendments, but shall immediately provide <CUSTOMER SHORT NAME> with a copy of the then effective general form of Usage Agreement upon request.

Termination: If Main Sequence receives a termination or non-renewal notice, <CUSTOMER SHORT NAME> will be obligated to pay, when due, any balance due that is accrued and owing up to the effective date of the termination or expiration of this Agreement. <CUSTOMER SHORT NAME> agrees that Main Sequence may bill for such unpaid fees. Termination must be in writing and transmitted via the notice provisions described herein.

Termination may take up to ten (10) business days to become effective. Main Sequence shall not remove, disable, or restrict the Service provided under this Agreement in any way between the date the termination notice is provided and the date the termination becomes effective. <CUSTOMER SHORT NAME> will not be responsible for any recurring charges after the notice date.

If Main Sequence ceases operations and designates no successor, all <CUSTOMER SHORT NAME> Data will be returned per the terms of the Data Transfer policy described herein and/or the Schedule 1, Fee Agreement. Any successors designated by Main Sequence who operate the service will be bound by the terms of this Agreement.

Early Termination: If <CUSTOMER SHORT NAME> chooses to terminate this Agreement prior to the end of the initial term, <CUSTOMER SHORT NAME> shall be responsible for eighty percent (80%) of the remaining usage fees and storage fees described by the Schedule 1 Fee Agreement, calculated as of the date of termination that would have been due had the Agreement continued to the end of the term. If Main Sequence a) engages in gross and willful misconduct or b) materially breaches any provision of this Agreement, early termination fees will not be charged to <CUSTOMER SHORT NAME>'s account.

Access: Subject to the nondisclosure obligations of this Agreement, Main Sequence may access <CUSTOMER SHORT NAME> accounts, including data, to respond to technical or user issues. <CUSTOMER SHORT NAME> is responsible for the integrity, accuracy, quality, and copyright of all Data.

Data Transfer: Main Sequence may, from time to time or upon the request of <CUSTOMER SHORT NAME> copy and ship Data. Main Sequence is not responsible in any way for the Data, its condition, completeness, accuracy, arrival, shipping, security in transit, or other possible claim, liability, or damage, however, Main Sequence will take commercially reasonable steps to protect

the Data in accordance with the general security and shipping policies and practices used by vendors of similar services at similar times. Data Transfer Fees are described in the Schedule 1 Fee Agreement. Main Sequence may at its sole discretion select any media and method of copying the data and makes no warranties concerning the media or any data contained on any media, but will replace defective media and reship data at the earliest practical time after notification from <CUSTOMER SHORT NAME> that any media is damaged or unusable. Upon termination of this agreement, Main Sequence will, without additional charge, return all <CUSTOMER SHORT NAME> Data in a Microsoft SQL Server .BAK database format. |

Indemnification:<CUSTOMER SHORT NAME> shall indemnify and hold Main Sequence harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with claims by third parties relating to <CUSTOMER SHORT NAME>'s wrongful acts or negligent use of the Service, any breach of this Agreement by <CUSTOMER SHORT NAME>, or any consequences of <CUSTOMER SHORT NAME>'s failure to encrypt legally protected information entered into the Service or otherwise maintain legal safe harbor requirements for the handling of legally protected information.

Non-Solicitation. During the term of this Agreement, and for a period of one year following termination, neither Party shall directly solicit for employment as an employee or independent contractor or engagement on a project, respectively, any employee or independent contractor technician employed or engaged by the other Party without the prior written consent of the other Party, excepting by the general advertisement of vacancies not specifically directed to any employees or independent contractors of the other party.

Mutual Use of Names: Main Sequence and <CUSTOMER SHORT NAME> grant each other a limited right and license to use the name and logotype (if any) of the other under the following conditions; a) That such use only identifies the existence of a business relationship between the parties but does not include or associate any information about the relationship beyond the fact of its existence. b) That these limited rights expire when this Agreement is terminated. c) That such use shall not be part of any broadcast, advertisement, or other unsolicited communication with any party not in direct contact with Main Sequence or <CUSTOMER SHORT NAME>.

Management Recruiters International: <CUSTOMER SHORT NAME> is a franchisee of Management Recruiters International (henceforth "MRI"). MRI is a wholly owned subsidiary of CDI Corporation, 1717 Arch Street, 35th Floor, Philadelphia, PA 19103. Main Sequence and MRI may enter into various agreement(s) during the term of this agreement regarding pricing discounts, service level guarantees, warranties, activity reporting, indemnification, and other elements potentially material to the provision of the Service by Main Sequence to MRI franchisees. In the event that such agreement(s) are reached and become effective during the term of this Agreement or during any succeeding term, <CUSTOMER SHORT NAME> may elect, via the notice requirements of this agreement, to either wholly accept or wholly reject the terms of such agreement(s), which upon acceptance will be incorporated by reference herein. Main Sequence has no affirmative responsibility to notify <CUSTOMER SHORT NAME> that such agreement(s) have become effective. In the absence of notice by <CUSTOMER SHORT NAME> to accept or reject the terms of such agreement(s), <CUSTOMER SHORT NAME> will automatically be afforded the more favorable provision or interpretation between this Agreement and such agreement(s) as relating to any dispute or controversy arising under this Agreement; however Main Sequence will not be responsible for any retroactive credits or financial adjustments due to delays in <CUSTOMER SHORT NAME> becoming aware of the existence of such agreement(s). Main Sequence may not act at its discretion in any way contrary to this Agreement in colorable reference to any such agreement(s) reached between MRI and Main Sequence without the prior written consent of <CUSTOMER SHORT NAME>.

Headings: The bolded headings in this Agreement are for the convenience of the reader and are not the intended elements of this Agreement.

Jurisdiction: The venue for any litigation related to this Agreement will be the Common Pleas Court of Lake County, Ohio or The United States District Court for the Northern District of Ohio.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement

Entire Agreement: This Agreement and its attached Schedules represent the entire understanding relating to the use of the Service and prevails over any prior or contemporaneous statements, representations, or Agreements, and communications. Main Sequence reserves any rights not expressly granted herein.

Warranty: Main Sequence represents and warrants that it has full power and authority to enter into this Agreement and to grant the licenses granted in this Agreement with respect to the Service without the consent of any other entity; and that neither the performance of the services nor the license to and use by <CUSTOMER SHORT NAME> of the Service will in any way result in the breach of any agreements or licenses with third parties or constitute any infringement, misappropriation or other violation of any copyright, trademark, service mark, trade secret, patent, domain name, or other proprietary or intellectual property rights of any third party. Main Sequence will use commercially reasonable efforts to mitigate any damages arising out of a judicial determination binding on Main Sequence that use of the service infringes third party trade secrets, intellectual property or proprietary rights (including patents issued either before or after the Effective Date) by either (a) delivering a non-infringing copy version of the Service, or (b) obtaining a license from the third party such that the use of the Service as contemplated hereunder is no longer infringing, or (c) if neither of the foregoing actions are commercially practicable, Main Sequence may terminate this Agreement and the license granted hereunder, in which case Main Sequence will release <CUSTOMER SHORT NAME> from all further obligations required under this Agreement.

MAIN SEQUENCE MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, ACCURACY OR COMPLETENESS OF THE SOFTWARE OR DATA.

MAIN SEQUENCE DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SYSTEM WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY 3RD PARTY HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (III) ANY STORED DATA WILL BE ACCURATE OR RELIABLE.

MAIN SEQUENCE DOES NOT REPRESENT OR WARRANT THAT ALL DEFECTS WILL BE CORRECTED. ALL CONTENT IS PROVIDED TO <CUSTOMER SHORT NAME> ON AN "AS IS" BASIS.

OTHER THAN SET FORTH ON THIS AGREEMENT OR ON ITS SCHEDULE(S), ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY

RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

IN NO EVENT SHALL MAIN SEQUENCE LIABILITY EXCEED THE AMOUNT ACTUALLY PAID BY <CUSTOMER SHORT NAME> TO MAIN SEQUENCE PRECEDING THE OCCURRENCE OF THE MATTER FOR WHICH THE LIABILITY AROSE.

IN NO EVENT SHALL MAIN SEQUENCE OR <CUSTOMER SHORT NAME> BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SOFTWARE AND SERVICE.

Certification: Each signor of this Agreement certifies that he/she is authorized to enter into this Agreement and has read and understands its terms and conditions.

For: <CUSTOMER FULL LEGAL NAME >

Signature: _____ Title _____ Date _____

Print Name:

For: MAIN SEQUENCE TECHNOLOGY INC.

Signature _____ Title _____ Date _____

Print Name:

SCHEDULE 1
FEE AGREEMENT FOR PCRECRUITER.NET

1. Online Service Set-up Fee

\$500.00 -Initial Setup Fee Includes:

- Database naming and set-up / MRI Templates and Settings
- Creating Initial User Records and Logons
- On-Line Support Database
- On-Line User's Manual
- Training CD
- Inclusive System Updates
- 4.5 of Hours of Training

\$ prevailing -Additional training, consulting, and other services ordered at startup. At all times services delivered by MST will be billed at rates representative of those then prevailing among similar vendors of similar services at similar times. No additional services are required to access the Service during the term of this Agreement.

\$500.00 -Subtotal of Initial Fees.

2. ASP Monthly Usage Fees

All ASP Monthly usage fees are due monthly in advance of usage.

\$79.00 /Month Per user (two [2] users) for a one-year agreement term, prepaid.

\$50.00 /Month for the Website Extensions if selected.

Inc. / Month / user for the email client/IMAP/Portal

3. Data Fees

\$65.00 -Insured delivery of requested data media (CD, DVD, portable storage device etc) via courier at the time of account termination.

Data will be formatted as a Microsoft SQL Server .bak file. For delivery of data greater then 640MB, MST, at its sole discretion, will determine the most appropriate media and method of delivery.

Storage Units are 1GB of data, regardless of the actual quantity of MB consumed by Main Sequence systems in maintaining data redundancy

Additional Storage Units Per Month are \$5.00

No Storage charge will apply to an account without 1) prior written notice from Main Sequence to <CUSTOMER SHORT NAME> that the Data has reached the limit of the last available storage unit and 2) written consent from <CUSTOMER SHORT NAME> to Main Sequence approving the charge.

2 Number of Storage Units included with ASP Monthly User Fees

MRI New Franchisee PCRecruiter Fee Agreement

\$00.00 Initial additional Storage Units, per month

4.Total Startup Costs

\$1896.00 Monthly User Fees x 12,
\$000.00 Monthly Storage Fees
\$500.00 Initial Fees

\$2396.00 The <CUSTOMER SHORT NAME >account will open with this balance.

5. Additional Terms

For the term length of this Agreement see the attached Usage Agreement

<CUSTOMER SHORT NAME > agrees to settle it's account in accordance with the fees, charges, and billing terms in effect at the time a fee or charge is due and payable. In the event Main Sequence incurs reasonable collection or litigation expenses arising from the default of or delinquency of <CUSTOMER SHORT NAME >all such expenses shall be fully paid by <CUSTOMER SHORT NAME >in addition to any outstanding past due amounts, which shall accrue interest at the rate of 1.5% per month or an annualized 5% above the then current Producer Price Index published by the US Dept. of Labor, Bureau of Labor Statistics

All remittances are to be or settled by credit card or company check mailed to:

Main Sequence Technology, Inc.
5370 Pinehill Road
Mentor, OH 44060

Main Sequence reserves the right to either suspend or terminate access to the Service and to terminate this Agreement if the account is not maintained to current paid status.

This Agreement represents the entire understanding relating to the fees for use of the Service, as governed by the provisions of the attached Usage Agreement.

Main Sequence Technology Inc.

<CUSTOMER SHORT NAME >

By: _____

By: _____

Title: _____

Title:_____

Printed Name:_____

Printed Name:_____

Exhibit N

FRANCHISEE ASSOCIATIONS

MRINetwork District Representative Council

The District Representative Council, which was created by MRI, has been in existence for almost 40 years.

The Council consists of 10 Management Recruiters and Sales Consultants district representatives from the United States, 1 from each district. The District Representatives are elected by their peers to represent them on the Council and its subcommittees. The Council advises us on marketing and advertising issues, vendors, technology and many other matters.

The District Representatives conduct one Regional Meeting each year for the offices in their district.

The contacts for the District Representative Council are:

Larry Scofield, Chairman
Bayside Search Group
511 W. Bay Street, Suite 350, Tampa, FL 33606
(813) 228-0258
larry@baysidesearchgroup.com

Pete Isenberg, Vice Chair
Manta Resources Inc.
15229 Herriman Blvd., Noblesville, IN 46060
(317) 773-4323 Ex. 105
hpi@mriweb.com

The following independent franchisee organization has asked to be included in this disclosure document:

MRIFA – Board of Directors
American Association of Franchisees & Dealers
PO Box 81887
San Diego, CA 92138-1887
619-209-3775 (direct)
619-209-3777 (fax)
Benefits@aafd.org

EXHIBIT O
SAMPLE RELEASE LANGUAGE

RELEASOR, on behalf of itself and its affiliates, officers, directors, shareholders, employees, agents, successors and assigns hereby releases MRI and the SUBSIDIARIES and their affiliates, officers, directors, shareholders, employees, agents, successors and assigns from all claims and causes of action which RELEASOR has or may have, whether known or unknown, against them relating to any occurrence or transaction up to and including the Termination Date, including any claims arising out of RELEASOR's purchase of the franchise, the acts of the parties during the term of the Franchise Agreement, the termination of the Franchise Agreement, or the acts of any other franchisee of MRI, including any claim for breach of contract, fraud, unfair competition, violation of any federal or state antitrust, franchise, securities, or other law or regulation.

Exhibit P Receipt

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 Management Recruiters International, Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment with the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we give this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

Michigan requires 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 Management Recruiters International, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement or other material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The franchisor is Management Recruiters International, Inc. located at 1801 Market Street, 13th Floor, Philadelphia, PA 19103. The telephone number is 215-636-1763.

Issuance Date: ~~September 12~~ ~~March 26~~, 2014

The franchise seller for this offering is Roberta Marcantonio, Director, Franchise Sales, 770-676-7175 in Atlanta, Georgia.

As part of your consideration of an MRI franchise, you may have spoken to the following employees:

~~John McDonald~~ ~~Stuart Batchelor~~, President ~~215-282-8806~~ ~~972-728-8312~~; Roberta Marcantonio, Director of Franchise ~~Sales 770~~ ~~Sales 770~~-676-7175; Nancy Halverson, Vice President of Global Operations 678-513-3915; Suzanne Rice, Director, Franchise Development 770-205-5520; Ann Santomas, Senior ~~Counsel~~ ~~216~~ ~~Counsel~~ 216-636-1143; ~~Laura Burgess, Director, Training Delivery 561-439-1858; Jessica Oakes, Business & Process Training Executive 214-548-5959;~~

~~March~~ 2014
~~September~~

Terry McNabb, Franchise Trainer 740-739-1267; [Reagan Johnson, Director, MRI Technology](#), Scott Bass, Director of Marketing 215-282-8803.

Management Recruiters International, Inc. authorizes the respective state agencies identified in Exhibit A to receive service of process for it in a particular state.

I received a disclosure document dated ~~September 12~~[March 26](#), 2014 that included the following Exhibits:

A. State Addenda and Agents for Service of Process	H. Sample Commitment Letter
B. Financial Statements	I. SBA Addendum
C. Management Recruiters Franchise Agreement	J. Table of Contents of the Manual
D. Management Recruiters Conversion Franchise Agreement	K. List of Franchisees and Former franchisees
E. MRI Contract Staffing Agreement	L. Alliance Programs
F. Agreement to Arbitrate	M. Hardware and Software Maintenance Agreements
G. Promissory Note and Security Agreement	N. Franchisee Organization
	O. Sample Release Language
	P. Receipt

Date: _____

Signature of Prospective Franchisee

Print Name

You may return the signed receipt either by signing, dating and mailing it to Management Recruiters International, Inc. Attention: Roberta Marcantonio, Director, Franchise Sales, 770-676-7175, MRI, 1801 Market Street, 13th Floor, Philadelphia 19103 or by faxing a copy of the signed and dated Receipt to Management Recruiters International, Inc. 215-636-1233.

Exhibit P Receipt

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