

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in Tennessee. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Tennessee than in your own state.
2. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for your financial obligations under the franchise agreement, even though your spouse has no ownership interest in the business. This guarantee will place both you and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Turnover Rate.** During the last 3 years 42 outlets were terminated, not renewed, reacquired, or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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

Item 1.

The Franchisor, and any Parents, Predecessors, and Affiliates

Introduction

To simplify the language in this franchise disclosure document (this “disclosure document”), “AtWork,” “we,” and “us” mean AtWork Franchise, Inc., the franchisor. “You” means the person who buys a franchise from us. We do not permit individuals to enter into franchise agreements or operate franchises. You must, therefore, operate your franchise as a corporation, limited liability company, or general or limited partnership. Your owners will have to guarantee your obligations and be bound by the provisions of your franchise agreement and other agreements as described in this disclosure document. Each owner’s spouse will also be required to sign the guaranty to consent to such owner’s execution of the guaranty.

The Franchisor

We are a Tennessee corporation. We were incorporated on April 20, 1992, and we have offered franchises since that time. We conduct business under our corporate name and the name “AtWork.” Our principal business address is 3215 W. John Sevier Highway, Knoxville, Tennessee 37920. From 1992 through 2002 we offered only AtWork Personnel Businesses (defined below), and from 2003 through 2011 we offered franchises limited to other specific secondary businesses (such as a business that placed medical personnel). We began offering AtWork Professional Businesses (defined below) ~~as of the issuance date of this disclosure document~~ [on March 31, 2026](#). Except as described above, we have not offered franchises in any other lines of business. We do not operate businesses of the type being offered in this disclosure document. We do not have any other business activities.

Our agents for service of process are disclosed in Exhibit D.

Our Parent, Predecessors and Affiliates

We do not have a parent or any predecessors.

As of December 31, 2025, our affiliate, G.C. Hall, LLC (“GC Hall”) operated 7 company-owned Personnel Businesses. GC Hall shares our principal business address. GC Hall has operated businesses of the type being offered in this disclosure document since December 2011. GC Hall has not offered franchises in any line of business.

Our affiliate, Pipeline Talent Solutions, LLC (“Pipeline”), is a Tennessee limited liability company formed on August 8, 2019 and shares our principal business address. Our affiliate, AtWorkGroup LLC (“AtWorkGroup”), is a Tennessee limited liability company formed on November 20, 2013 and shares our principal business address. Neither Pipeline nor AtWorkGroup have offered franchises in any line of business.

Overview of Franchisor’s Business and Franchise Offered:

The franchise offered is for the operation of a business operating a staffing office (an “Office”) offering either (i) temporary clerical and light industrial personnel (a “Personnel Business”) to customers located within a specific territory (a “Protected Territory”), or (ii) contract and project-based professional workers, including (a) workers providing services in information technology, engineering, healthcare,

Marketing Fund audited annually, at the Marketing Fund's expense, by an independent certified public accountant. We may incorporate the Marketing Fund or operate it through a separate entity whenever we deem appropriate.

We intend for the Marketing Fund to promote recognition of the applicable Marks, the AtWork brand and patronage of Staffing Businesses. Although we will try to use the Marketing Fund to develop advertising and marketing materials and programs, and to place advertising and marketing, that will benefit all Staffing Businesses contributing to the Marketing Fund, we need not ensure that Marketing Fund expenditures in or affecting any geographic area are proportionate or equivalent to Marketing Fund contributions by Staffing Businesses operating in that geographic area or that any Staffing Business benefits directly or in proportion to its Marketing Fund contribution from the development of advertising and marketing materials or the placement of advertising and marketing. Some franchisees may not be required to contribute to the Marketing Fund, and some franchisees may contribute to the Marketing Fund at different rates. We have the right, but no obligation, to use collection agents and institute legal proceedings to collect Marketing Fund contributions at the Marketing Fund's expense. We also may forgive, waive, settle, and compromise all claims by or against the Marketing Fund. Except as expressly provided, we assume no direct or indirect liability or obligation to you for collecting amounts due to, maintaining, directing, or administering the Marketing Fund.

We may at any time defer or reduce contributions of a Staffing Business franchise owner and, upon 30 days' prior notice to you, reduce or suspend Marketing Fund contributions and operations for one or more periods of any length and terminate (and, if terminated, reinstate) the Marketing Fund. If we terminate the Marketing Fund, we will, at our option, either spend all unspent monies in accordance with the procedures above, until such amounts are exhausted, or distribute the funds in the Marketing Fund to the contributing Staffing Business owners on a pro rata basis.

During our ~~2024~~2025 fiscal year, the Marketing Fund contributions were used as follows: 59% for production; 21.3% for administrative expenses; and 19.7% for other expenses (including website and online advertisement design and placement). During the 2024 fiscal year, no portion of the Marketing Fund was principally to solicit new franchisees.

Franchise Advisory Council

We have formed a Franchise Advisory Council ("FAC") that is composed of franchisees selected by members of our operations team. The FAC meets quarterly (both in-person and by conference call or webinar) to advise us on topics such as operations, services, software, communications, and new initiatives. The FAC serves in an advisory capacity only. We may change or dissolve the FAC at our discretion.

There are currently no local or regional advertising cooperatives in which you are required to participate.

Provision	Section in Franchise Agreement	Summary of Franchise Provision
m. Conditions for franchisor approval of transfer	14.C	You submit an application regarding the proposed transferee; you provide us executed purchase documents; you sign a consent to transfer, which will contain a general release; you have paid all amounts owed; you have not violated any provision of the Franchise Agreement within 60 days; the transferee has completed initial training to our satisfaction; sign our then-current form of franchise agreement, which may contain terms materially different than the Franchise Agreement attached to this disclosure document; pay transfer fee; you subordinate to us any financing you provide to the transferee; you correct any deficiencies and transferee agrees to remodel and renovate the Office; transfer all licenses and permits.
n. Franchisor's right of first refusal to acquire franchisee's business	14.E	We have the right to match any offer to buy your business (but may substitute cash, our credit will be equal to the credit of the proposed purchaser, and we are entitled to receive customary warranties and representations).
o. Franchisor's option to purchase franchisee's business	18	We can purchase your business upon termination for a price equal to the product of the earnings before interest, taxes, depreciation and amortization (EBITDA) of your Staffing Business for the 12-month period ending 10 days immediately preceding the closing date, multiplied by 3.
p. Death or disability of franchisee	14.D	Upon death/disability of Operating Partner, must appoint a new Operating Partner within 30 days. Franchise must be assigned to approved transferee in 12 months.
q. Non-competition covenants during the term of the franchise	6.A; Section 16 of Personnel Addendum; Section 10 of Professional Addendum	You and your owners cannot be involved in a Competitive Business. A "Competitive Business" means any temporary or full-time staffing business or any business performing any temporary or full-time staffing, employment, contingent-workforce, contract or project-based assignments, or recruiting services of any kind; or any businesses granting franchises or licenses to others to operate the type of staffing business specified above (subject to state law).

Provision	Section in Franchise Agreement	Summary of Franchise Provision
r. Non-competition covenants after the franchise is terminated or expires	17.E	You, your owners, affiliates, and family members may not engage in a Competitive Business for 24 months within (a) your Protected Territory or within 25 miles of another AtWork franchisee's protected territory if you operate a Personnel Business, or (b) within 50 miles of your Staffing Business or another Staffing Business if you operate a Professional Business (subject to state law).
s. Modification of the agreement	3.C, 11.D, 19.M, 19.N	No modifications except with the prior written consent of both you and us, except that we are permitted to amend the Marks at any time. We are permitted to amend the Manuals at any time, and you are required to comply with the Manuals as amended.
t. Integration/merger clause	19.N	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to state law). Any representations or promises outside this disclosure document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	19.E	We and you must arbitrate all disputes at a location in or within 50 miles of our current principal place of business (currently, Knoxville, Tennessee) (subject to state law).
v. Choice of forum	19.H	Subject to arbitration requirement, litigation generally must be in courts in or within 50 miles of our current principal place of business (currently, Knoxville, Tennessee) (subject to state law)
w. Choice of law	19.G	Except for Federal Arbitration Act and other federal law, Tennessee law governs (subject to state law).

Applicable state law may require additional disclosures related to the information in this disclosure document. These additional disclosures appear in Exhibit E.

Item 18.
Public Figures

We do not currently use any public figure to promote our franchise system, but we may do so in the future.