

STATE OF MAINE
OFFICE OF SECURITIES
121 STATE HOUSE STATION
AUGUSTA, MAINE 04333

_____)
IN THE MATTER OF:)
)
OneSetPrice, Inc.) **CONSENT AGREEMENT**
) **No. 03-017**
)
_____)

THIS AGREEMENT is entered into between the State of Maine Office of Securities ("Office of Securities") and OneSetPrice, Inc.

WHEREAS, on September 13, 2002, the Office of Securities became aware that OneSetPrice, Inc. was offering in the State of Maine a business opportunity in respect of the purchase and sale of pre-paid telephone cards.

WHEREAS, the Office of Securities has determined that OneSetPrice, Inc. was not registered as a business opportunity and therefore was not in compliance with *The Regulations for the Sale of Business Opportunities*, Chapter 69-B, § 4691 et seq.

WHEREAS, the Office of Securities has determined that OneSetPrice, Inc. has failed to disclose to each purchaser the names and last known addresses of the 10 purchasers who currently operate or have operated a business opportunity nearest the purchaser's intended location within the previous 5 years and therefore is not in compliance with *The Regulations for the Sale of Business Opportunities*, Chapter 69-B, § 4691 et seq.

WHEREAS, the Office of Securities has determined that OneSetPrice, Inc. has made a misleading representation to prospective purchasers regarding the taxability of revenue received by operators of the business opportunity and therefore is not in compliance with *The Regulations for the Sale of Business Opportunities*, Chapter 69-B, § 4691 et seq.

WHEREAS, all parties desire an expeditious resolution of this matter.

NOW THEREFORE, without trial or adjudication of any issue of fact or law and without any finding that OneSetPrice, Inc. has violated *The Regulations for the Sale of Business Opportunities*, Chapter 69-B, § 4691 et seq., it is agreed that:

1. OneSetPrice, Inc shall not sell, offer to sell, advertise or undertake any other act relating to the promotion of its business opportunity without first registering its business opportunity pursuant to *The Regulations for the Sale of Business Opportunities*, Chapter 69-B § 4691 et seq. and otherwise fully complying therewith.

2. OneSetPrice, Inc. shall provide the Office of Securities with a list of all individuals who attended any seminars or presentations conducted by OneSetPrice, Inc. in the State of Maine, the date or dates those individuals attended those seminars or presentations, those individuals' addresses (if known to OneSetPrice, Inc.), telephone numbers and the amounts, if any, paid by those individuals to OneSetPrice, Inc. at the seminars or presentations or thereafter. Such amounts shall include any payments held in any escrow accounts of OneSetPrice, Inc. or any related entity. OneSetPrice, Inc., shall provide this information to the Office of Securities by no later than 5 business days after the execution of this consent agreement by both parties.

3. OneSetPrice, Inc. shall offer full rescission to all individuals who have paid monies to OneSetPrice, Inc. in the form of and in the terms set out in the letter affixed hereto which is incorporated herein by reference ("the letter"). As set out in the letter, those individuals who have paid monies to OneSetPrice shall have 30 days from the date of receipt of the letter to either accept or reject the rescission offer. OneSetPrice, Inc. shall send the letter via overnight mail to those individuals who have paid monies to OneSetPrice, Inc. by no later than 10 business days after the execution of this consent agreement by both parties. OneSetPrice, Inc. shall provide proof of the receipt of each of the letters to the Office of Securities by no later than 15 business days after the execution of this consent agreement by both parties.

4. OneSetPrice, Inc. shall make full restitution to each individual who accepts OneSetPrice Inc.'s rescission offer by no later than 20 days after OneSetPrice Inc. is in receipt of that individual's unsold Pre-paid Telephone Cards, Displays and Posters. Notwithstanding any language in the letter to the contrary, OneSetPrice is not relieved of its obligation to make restitution if an individual who accepts the rescission offer fails to return that individual's unsold Pre-paid Telephone Cards, Displays and Posters within the time provided in the letter so long as that individual in good faith cooperates with OneSetPrice and the Office of Securities in returning the items within a reasonable time under the circumstances. OneSetPrice shall provide the Office of Securities with copies of all returned rescission forms, showing either rejection or acceptance of the rescission offer, by no later than 10 business days after the end of the 30 day rescission offer period. OneSetPrice shall provide the Office of Securities with an accounting of monies received from and returned to each individual accepting the rescission offer within 30 days after OneSetPrice is in receipt of that individual's unsold Pre-paid Telephone Cards, Displays and Posters.

5. This Consent Agreement constitutes the entire agreement between the Office of Securities and OneSetPrice, Inc. and does not address compliance or non-compliance of *The Regulations for the Sale of Business Opportunities*, Chapter 69-B § 4691 et seq. by OneSetPrice, Inc. other than the failure heretofore to register thereunder, the failure heretofore to disclose other purchasers, and the making heretofore of a misleading representation regarding taxability of business opportunity revenue.

November 8, 2002

Date

/s/ Christine A. Bruenn

Christine A. Bruenn
Securities Administrator

November 4, 2002

Date

/s/ Paul Bonnallie as President

OneSetPrice, Inc.
Paul Bonnallie
President