

FRANCHISE DISCLOSURE DOCUMENT

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**1HCS FRANCHISING LLC**  
**DBA 1HEART CAREGIVER SERVICES**

A California Limited Liability Company  
18455 Burbank Blvd., Suite 210  
Tarzana, CA 91356  
(844) 814-3278  
info@1Heartcares.com  
www.1Heartcares.com



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The franchise offered is for the establishment of a non-medical homecare agency specializing in caregiving services to the elderly and other adults who do not need nursing home care but do require some assistance in meeting their healthcare needs (the “1Heart Caregiver Services Home Care Business”). We also offer qualified applicants the right to develop three or more 1Heart Caregiver Services Franchised Businesses within an agreed upon development area (the “Development Area”) under the 1Heart Caregiver Services Area Development Agreement.

The total investment necessary to begin operations of a 1Heart Caregiver Services Franchised Business is \$91,305 - \$133,440. This includes the \$47,500 franchise fee that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of an Area Development franchise is \$150,000 (based on five (5) 1Heart Caregiver Franchised Businesses to be developed). This includes an Area Development Fee that must be paid to the franchisor or affiliate.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental 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 us at 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356, (844) 814-3278.

The terms of your contract will govern your franchise relationship. Don’t rely on this Disclosure Document alone to understand your contract. Read all of your contract carefully. Show your contract and this Disclosure Document to an advisor, such as a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to Buying a Franchise,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://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.

The issuance date of this Franchise Disclosure Document is April 20, 2023.

## How to Use This Franchise Disclosure Document

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

<b>QUESTION</b>	<b>WHERE TO FIND INFORMATION</b>
<b>How much can I earn?</b>	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G and Exhibit H.
<b>How much will I need to invest?</b>	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor’s direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
<b>Does the franchisor have the financial ability to provide support to my business?</b>	Item 21 or Exhibit F includes financial statements. Review these statements carefully.
<b>Is the franchise system stable, growing, or shrinking?</b>	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
<b>Will my business be the only 1Heart business in my area/</b>	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
<b>Does the franchisor have a troubled legal history?</b>	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
<b>What’s it like to be a 1Heart’ franchisee?</b>	Item 20 or Exhibit G and H list current and former franchisees. You can contact them to ask about their experiences.
<b>What else should I know?</b>	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

## **What You Need To Know About Franchising *Generally***

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

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

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

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

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

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

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

### **Some States Require Registration**

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

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

## Special Risks to Consider About *This Franchise*

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in California. Out-of-state mediation, 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 California than in your own state.
2. **Minimum Sales Performance Requirement.** 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.
3. **Minimum Royalty and Advertising Payments.** You must make royalty and advertising payments based on a specified annual sales performance level, even if you have no earnings. Failure to make the payments may result in termination of your franchise and loss of your investment.

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.

### **Michigan Disclosure Addendum**

**THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU:**

- (A) A PROHIBITION ON THE RIGHT OF A FRANCHISEE TO JOIN AN ASSOCIATION OF FRANCHISEES.**
  
- (B) A REQUIREMENT THAT A FRANCHISEE ASSENT TO A RELEASE, ASSIGNMENT, NOVATION, WAIVER, OR ESTOPPEL WHICH DEPRIVES A FRANCHISEE OF RIGHTS AND PROTECTIONS PROVIDED IN THIS ACT. THIS SHALL NOT PRECLUDE A FRANCHISEE, AFTER ENTERING INTO A FRANCHISE AGREEMENT, FROM SETTLING ANY AND ALL CLAIMS.**
  
- (C) A PROVISION THAT PERMITS A FRANCHISOR TO TERMINATE A FRANCHISE PRIOR TO THE EXPIRATION OF ITS TERM EXCEPT FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE THE FAILURE OF THE FRANCHISEE TO COMPLY WITH ANY LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND TO CURE SUCH FAILURE AFTER BEING GIVEN WRITTEN NOTICE THEREOF AND A REASONABLE OPPORTUNITY, WHICH IN NO EVENT NEED BE MORE THAN 30 DAYS, TO CURE SUCH FAILURE.**
  
- (D) A PROVISION THAT PERMITS A FRANCHISOR TO REFUSE TO RENEW A FRANCHISE WITHOUT FAIRLY COMPENSATING THE FRANCHISEE BY REPURCHASE OR OTHER MEANS FOR THE FAIR MARKET VALUE, AT THE TIME OF EXPIRATION, OF THE FRANCHISEE'S INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS. PERSONALIZED MATERIALS WHICH HAVE NO VALUE TO THE FRANCHISOR AND INVENTORY, SUPPLIES, EQUIPMENT, FIXTURES, AND FURNISHINGS NOT REASONABLY REQUIRED IN THE CONDUCT OF THE FRANCHISED BUSINESS ARE NOT SUBJECT TO COMPENSATION. THIS SUBSECTION APPLIES ONLY IF: (i) THE TERM OF THE FRANCHISE IS LESS THAN 5 YEARS; AND (ii) THE FRANCHISEE IS PROHIBITED BY THE FRANCHISE OR OTHER AGREEMENT FROM CONTINUING TO CONDUCT SUBSTANTIALLY THE SAME BUSINESS UNDER ANOTHER TRADEMARK, SERVICE MARK, TRADE NAME, LOGOTYPE, ADVERTISING, OR OTHER COMMERCIAL SYMBOL IN THE SAME AREA SUBSEQUENT TO THE EXPIRATION OF THE FRANCHISE OR THE FRANCHISEE DOES NOT RECEIVE AT LEAST 6 MONTHS ADVANCE NOTICE OF FRANCHISOR'S INTENT NOT TO RENEW THE FRANCHISE.**

- (E) A PROVISION THAT PERMITS THE FRANCHISOR TO REFUSE TO RENEW A FRANCHISE ON TERMS GENERALLY AVAILABLE TO OTHER FRANCHISEES OF THE SAME CLASS OR TYPE UNDER SIMILAR CIRCUMSTANCES. THIS SECTION DOES NOT REQUIRE A RENEWAL PROVISION.
- (F) A PROVISION REQUIRING THAT ARBITRATION OR LITIGATION BE CONDUCTED OUTSIDE THIS STATE. THIS SHALL NOT PRECLUDE THE FRANCHISEE FROM ENTERING INTO AN AGREEMENT, AT THE TIME OF ARBITRATION, TO CONDUCT ARBITRATION AT A LOCATION OUTSIDE THIS STATE.\*
- (G) A PROVISION WHICH PERMITS A FRANCHISOR TO REFUSE TO PERMIT A TRANSFER OF OWNERSHIP OF A FRANCHISE, EXCEPT FOR GOOD CAUSE. THIS SUBDIVISION DOES NOT PREVENT A FRANCHISOR FROM EXERCISING A RIGHT OF FIRST REFUSAL TO PURCHASE THE FRANCHISE. GOOD CAUSE SHALL INCLUDE, BUT IS NOT LIMITED TO:
- (i) THE FAILURE OF THE PROPOSED FRANCHISEE TO MEET THE FRANCHISOR'S THEN CURRENT REASONABLE QUALIFICATIONS OR STANDARDS.
  - (ii) THE FACT THAT THE PROPOSED TRANSFEREE IS A COMPETITOR OF THE FRANCHISOR OR SUBFRANCHISOR.
  - (iii) THE UNWILLINGNESS OF THE PROPOSED TRANSFEREE TO AGREE IN WRITING TO COMPLY WITH ALL LAWFUL OBLIGATIONS.
  - (iv) THE FAILURE OF THE FRANCHISEE OR PROPOSED TRANSFEREE TO PAY ANY SUMS OWING TO THE FRANCHISOR OR TO CURE ANY DEFAULT IN THE FRANCHISE AGREEMENT EXISTING AT THE TIME OF THE PROPOSED TRANSFER.
- (H) A PROVISION THAT REQUIRES THE FRANCHISEE TO RESELL TO THE FRANCHISOR ITEMS THAT ARE NOT UNIQUELY IDENTIFIED WITH THE FRANCHISOR. THIS SUBDIVISION DOES NOT PROHIBIT A PROVISION THAT GRANTS TO A FRANCHISOR A RIGHT OF FIRST REFUSAL TO PURCHASE THE ASSETS OF A FRANCHISE ON THE SAME TERMS AND CONDITIONS AS A BONA FIDE THIRD PARTY WILLING AND ABLE TO PURCHASE THOSE ASSETS, NOR DOES THIS SUBDIVISION PROHIBIT A PROVISION THAT GRANTS THE FRANCHISOR THE RIGHT TO ACQUIRE THE ASSETS OF A FRANCHISE FOR THE MARKET OR APPRAISED VALUE OF SUCH ASSETS IF THE FRANCHISEE HAS BREACHED THE LAWFUL PROVISIONS OF THE FRANCHISE AGREEMENT AND HAS FAILED TO CURE THE BREACH IN THE MANNER PROVIDED IN SUBDIVISION (C).

- (I) A PROVISION WHICH PERMITS THE FRANCHISOR TO DIRECTLY OR INDIRECTLY CONVEY, ASSIGN, OR OTHERWISE TRANSFER ITS OBLIGATIONS TO FULFILL CONTRACTUAL OBLIGATIONS TO THE FRANCHISEE UNLESS PROVISION HAS BEEN MADE FOR PROVIDING THE REQUIRED CONTRACTUAL SERVICES.

\* \* \* \*

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

\* \* \* \*

IF THE FRANCHISOR'S MOST RECENT FINANCIAL STATEMENTS ARE UNAUDITED AND SHOW A NET WORTH OF LESS THAN \$100,000.00, THE FRANCHISOR MUST, AT THE REQUEST OF THE FRANCHISEE, ARRANGE FOR THE ESCROW OF INITIAL INVESTMENT AND OTHER FUNDS PAID BY THE FRANCHISEE UNTIL THE OBLIGATIONS TO PROVIDE REAL ESTATE, IMPROVEMENTS, EQUIPMENT, INVENTORY, TRAINING, OR OTHER ITEMS INCLUDED IN THE FRANCHISE OFFERING ARE FULFILLED. AT THE OPTION OF THE FRANCHISOR, A SURETY BOND MAY BE PROVIDED IN PLACE OF ESCROW.

\* \* \* \*

THE NAME AND ADDRESS OF THE FRANCHISOR'S AGENT IN THIS STATE AUTHORIZED TO RECEIVE SERVICE OF PROCESS IS: DEPT. OF ENERGY, LABOR, & ECONOMIC GROWTH, CORPORATIONS DIVISION, P.O. BOX 30054, LANSING, MICHIGAN 48909; 7150 HARRIS DRIVE, LANSING, MICHIGAN 48909.

\* \* \* \*

ANY QUESTIONS REGARDING THIS NOTICE SHOULD BE DIRECTED TO:

DEPARTMENT OF THE ATTORNEY GENERAL'S OFFICE  
CONSUMER PROTECTION DIVISION  
ATTN: FRANCHISE  
670 G. MENNEN WILLIAMS BUILDING  
LANSING, MICHIGAN 48913  
(571) 373-7117



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### **EXHIBITS**

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

To simplify the language in this Disclosure Document, the words “we,” “our,” “us” and “1Heart Caregiver Services” refer to IHCS Franchising LLC, the franchisor of this business. “You” and “your” refer to the person who buys the franchise, whether you are a corporation, Limited Liability Company or other business entity. If you are a corporation, Limited Liability Company or other business entity, certain provisions of this Disclosure Document also apply to your owners and will be noted.

A. The Franchisor, IHCS Franchising LLC, was organized in California on February 7, 2014 to offer 1Heart Caregiver Services Franchised Businesses. We operated as 1Heart Caregiver Services LLC until March 5, 2023 when we changed our name to IHCS Franchising LLC dba 1Heart Caregiver Services. Our principal business address is 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356. We do not have any parent companies. Our affiliate, Caregiver Services & Homecare, Inc., was incorporated in California on September 30, 2008. Our affiliate has a principal place of business at 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356. Another affiliate, Beacon Care Solutions, Inc. was incorporated in California on May 13, 2020. Beacon Care Solutions, Inc. has a principal business address of 1100 East Orangethorpe Avenue, Suite 252D, Anaheim, CA 92801.

B. We do not have any predecessors. The predecessor to our affiliate is California Medical Resources, Inc., which was incorporated in California on October 23, 2003. This company was dissolved in December 2008.

C. We conduct business under our corporate name, IHCS Franchising LLC and the trademarks 1Heart Caregiver Services, 1Heart Caregiver University, and our other related trade names, trademarks and logos (our “Marks”).

D. Our agent for service of process in California is Kevin Tagarao. For information on the agent for service of process in other states where we may be registered, refer to Exhibit B to this Disclosure Document.

E. IHCS Franchising LLC, a limited liability company, was organized in California on February 7, 2014. We operated as 1Heart Caregiver Services LLC until March 5, 2023 when we changed our name to IHCS Franchising LLC dba 1Heart Caregiver Services.

F. 1. We do not operate a business of the type being franchised but our affiliate, Caregiver Services & Homecare, Inc., has operated a business of the type being franchised since September 30, 2008 and Beacon Care Solutions, Inc. has operated a business of the type being franchised since 2020.

2. We are not involved in any other business activities.

3. You will operate an agency that provides the following services: in-home supportive non-medical services to the elderly and disabled individuals, and staffing services (non-medical/caregivers, CNA services to SNF, Transitional Care services, in-home respite care for people with developmental disabilities and dementia) to senior living facilities and Residential Care Facilities for the Elderly (RCFE) and persons with disabilities. Other sources of revenue for the agency will be a) referral Income derived from providing clients to Senior Living Facilities and RCFE as well as other home healthcare agencies and b) training fees collected through the 1Heart Caregiver University. The business will include experienced caregivers who are trained to address the individual needs of the clients and of their families. The franchise operates using our standards, methods, procedures and specifications, called our “System.”

4. We may offer you the opportunity to enter into a franchise agreement (“Franchise Agreement”) with us. We refer to the individuals, corporations, limited liability companies, or general or limited partnerships who

will be the franchisee as “you” in this Disclosure Document. Under the Franchise Agreement we will grant you the right and license (the “Franchise”) to operate a 1Heart Caregiver Services Home Care Business (the “Franchised Business”) at a location identified in the Franchise Agreement (the “Approved Location”). The Approved Location will be in an area identified in the Franchise Agreement (the “Territory”). The Franchise Agreement will be for a term beginning on the Effective Date of the Franchise Agreement and expiring 10 years from the opening date of the Franchised Business (the “Initial Term”). You must operate the Franchised Business in the Territory. You must use the System in operating your Franchised Business. You must at all times perform your obligations under the Franchise Agreement faithfully, honestly, and diligently, and use your best efforts to promote the Franchised Business and grow the 1Heart Brand in all accounts in your Area Marketing Program (AMP) and the entire senior community in your Territory.

You must operate the Franchised Business from an approved office, and not from a residence. If you have not identified the Approved Location and received our approval of the location before you sign the Franchise Agreement, the Approved Location will be identified as part of our site selection and approval process.

5. You must secure and maintain in force all required licenses, permits and certificates relating to the operation of the Franchised Business and the other licenses applicable to the caregivers and other employees. You must not employ any person in a position that requires a license unless that person is currently licensed by all applicable authorities and a copy of the license or permit is in your business files. You must comply with all state and local laws and regulations regarding the staffing and management of an in-home personal care business. In addition to complying with all employment, labor, and wage and hour laws, there may be wage and hour laws or regulations in your state that apply to home care workers. There may also be other laws and regulations specific to in-home care, personal care assistance services, and companion care services. For instance, California franchisees are required to obtain a license as a home care organization with the Home Care Services Bureau (HCSB). In order to obtain the license, you will need to file an application with the California Department of Social Services and pay a non-refundable application fee. All employed California Home Care Aides (HCA) will need to be registered with the Department of Social Service. If a state or jurisdiction has specific laws related to companionship or caregiving services, these laws and regulations are likely to vary from state to state, and these may change from time to time.

In addition, you must operate the Franchised Business in full compliance with all applicable federal, state and local laws, rules, ordinances and regulations, including, without limitation, government regulations relating to occupational hazards, health, EEOC, OSHA, discrimination, employment, sexual harassment, worker’s compensation and unemployment insurance and withholding and payment of federal and state income taxes, social security taxes and sales and service taxes. You should consult with your attorney concerning those and other local laws, labor laws and ordinances that may affect the operation of your Franchised Business.

6. You can expect to compete with other businesses, including franchised operations, national chains and independently owned companies offering home care and similar services and shall be responsible for gathering a Market Information System (MIS) that you will report to Franchisor for a competitor’s analysis and this MIS shall help you implement appropriate local marketing programs relative to your knowledge of your local market.

G. 1. Our affiliate, Caregiver Services & Homecare Inc., and its predecessor have conducted the type of business the franchisee will operate since 2004. Caregiver Services & Homecare, Inc. has never offered franchises in any line of business. Our affiliate, Beacon Care Solutions, Inc., with its principal business address of 1100 East Orangethorpe Avenue, Suite 252D, Anaheim, CA 92801 was formed on May 13, 2020. Beacon Care Solutions, Inc. has conducted the type of business the franchisee will operate since 2020, but has never offered franchises in any line of business.

2. We have offered 1Heart Caregiver Services Franchised Businesses since September of 2014.

H. We offer qualified applicants the right to develop three or more IHeart Caregiver Services Franchised Businesses within an agreed upon development area (the “Development Area”) under the IHeart Caregiver Services Area Development Agreement (the “Area Development Agreement”). The Area Development Agreement is attached as Exhibit D to this Disclosure Document, and the Development Area will vary depending on local market conditions and the number of IHeart Caregiver Services Businesses you agree to develop. The business of developing multiple IHeart Caregiver Services Businesses pursuant to an Area Development Agreement is referred to in this Disclosure Document as an “Area Development Business”.

If you sign an Area Development Agreement, you must develop the number of IHeart Caregiver Services Businesses contemplated by the Area Development Agreement in the Development Area, within a specified time, and must be approved to do so, based on key operational metrics, including, for example each of your existing office(s) being at or above the Minimum Annual Gross Revenue at the time of your requested franchise agreement signing for the subsequent territory. You must sign a Franchise Agreement for each IHeart Caregiver Services Home Care Business developed under the Area Development Agreement. You must sign a Franchise Agreement for your first IHeart Caregiver Services Home Care Business at the time you sign the Area Development Agreement, in the form attached as Exhibit C to this Disclosure Document. You must sign our then-current form of Franchise Agreement for each additional IHeart Caregiver Services Home Care Business developed under the Area Development Agreement, the terms of which may materially differ from the Franchise Agreement attached as Exhibit C to this Disclosure Document. The Area Development Agreement does not grant you the right to solicit prospects on behalf of IHeart Caregiver Services and/or provide products and services to franchisees.

**ITEM 2. BUSINESS EXPERIENCE**

**Belina Calderon-Nernberg**

<b>Employer</b>	<b>Title</b>	<b>Start Date (Month/Year)</b>	<b>End Date (Month/Year)</b>	<b>City, State</b>
IHeart Caregiver Services	CEO	02/07/2014	Present	Tarzana, CA
Caregiver Services & Homecare, Inc.	CEO	09/30/2008	Present	Tarzana, CA
LA Jobs Employment Agency	CEO	08/01/2002	Present	Tarzana, CA
Summit Medical Billing Solutions Inc.	CEO	03/01/2011	Present	Tarzana, CA

**Randolph Clarito**

<b>Employer</b>	<b>Title</b>	<b>Start Date (Month/Year)</b>	<b>End Date (Month/Year)</b>	<b>City, State</b>
IHeart Caregiver Services	Senior Vice President of Franchise Growth & Strategy	02/07/2014	Present	Tarzana, CA
Caregiver Services & Homecare, Inc.	Director - Business Development & Training	06/2011	Present	Tarzana, CA

**Kevin Tagarao**

<b>Employer</b>	<b>Title</b>	<b>Start Date (Month/Year)</b>	<b>End Date (Month/Year)</b>	<b>City, State</b>
IHeart Caregiver Services	Chief Operating Officer	07/2016	Present	Tarzana, CA
Caregiver Services & Homecare Inc.	Chief Operations Officer	12/2014	Present	Tarzana, CA

**Ruel Morales**

<b>Employer</b>	<b>Title</b>	<b>Start Date (Month/Year)</b>	<b>End Date (Month/Year)</b>	<b>City, State</b>
Caregiver Services & Homecare Inc.	Director of Sales and Business Development	09/2016	Present	Tarzana, CA

**Dylan Sambuceti**

<b>Employer</b>	<b>Title</b>	<b>Start Date (Month/Year)</b>	<b>End Date (Month/Year)</b>	<b>City, State</b>
IHeart Caregiver Services	Director of Franchise Sales and Development	03/2022	Present	Tarzana, CA
JEI Learning Centers	Director of Franchise Development	06/2016	03/2022	Los Angeles, CA

**ITEM 3. LITIGATION**

Jasmin Racoma Adams v. IHeart Caregiver Services, LLC – Case No. 23ST CV02987, Superior Court of Los Angeles County, California. The plaintiff, a former employee of a franchisee of ours filed a class action complaint on February 10, 2023 alleging claims of failing to pay overtime wages, failing to pay minimum wages, failing to provide meal periods, failing to provide rest periods, waiting time penalties, wage statement violations, failing to timely pay wages, failing to indemnify, failing to pay interest on deposits and unfair competition within the meaning of California Business and Professions Code Section 17200. Plaintiff is seeking the following relief: damages for wages earned and owed, liquidated damages, damages for unpaid premium wages from missed meal and rest periods, penalties for inaccurate wage statements, waiting time penalties, penalties to timely pay wages, damages under California Labor Code Section 404 and 2802, preliminary and permanent injunctions prohibiting violation of the California Labor Code, restitution of wages and benefits due, interest, attorney’s fees and costs of suit incurred. As of the issuance date of this Franchise Disclosure Document we had been served, but had not answered the complaint, although we plan to vigorously defend the matter.

**ITEM 4.      BANKRUPTCY**

No bankruptcy information is required to be disclosed in this ITEM.

**ITEM 5.      INITIAL FEES**

You pay us a **\$47,500** lump sum franchise fee when you sign the Franchise Agreement. If you sign a Franchise Agreement for a second franchise within one year of signing the first Franchise Agreement, you will pay us a franchise fee equal to the then current franchise fee less Ten Thousand Dollars (\$10,000.00). Thereafter, your franchise fee for any subsequent franchises shall be discounted Five Thousand Dollars (\$5,000.00) from the then-current franchise fee. The franchise fee is uniform.

For an existing home care company that has been opened for business for at least eighteen (18) consecutive months immediately prior to signing the Franchise Agreement and chooses to rebrand itself under the IHeart brand the initial franchise fee is \$20,000 if such home care company meets our then current standards for rebranding.

The initial franchise fee is fully earned by us, uniformly applied, and is non-refundable.

In order to acquire IHeart Caregiver Services area development rights, you must pay to IHeart Caregiver Services an area development fee in the amount of \$30,000.00 for each of the IHeart Caregiver Services Home Care Businesses reflected in the development schedule attached to the Area Development Agreement. You are required to develop a minimum of three (3) IHeart Caregiver Services Home Care Businesses as part of the Area Development Agreement. The area development fee is due in full at the time you sign the Area Development Agreement and is not refundable. As you sign individual Franchise Agreements for IHeart Caregiver Services Home Care Businesses within your area development territory, you will not be required to pay an initial franchise fee.

**ITEM 6.      OTHER FEES**

**OTHER FEES**

<b>Type of Fee</b>	<b>Amount</b>	<b>Due Date</b>	<b>Remarks</b>
Royalty Fee <sup>1</sup>	5% of Gross Revenue and the Minimum Royalty, if applicable, plus an additional 5% of Gross Revenue generated by clients located outside of the Territory.	Payable monthly. Due on the 10 <sup>th</sup> of each month	You must pay your royalty fee directly to us from Gross Revenue generated through your business. This will be automatically paid via EFT or ACH. See definition of "Gross Revenue". <sup>1</sup> In the event of early termination of the Franchise Agreement, the Franchisee shall pay future Royalty fee payments as set forth in Section 17.6 of the Franchise Agreement. The Royalty is also subject to an annual minimum Royalty payment.
Local Marketing Program LMP	3% of Gross Revenues	Payable monthly	Every month, Franchisee shall spend three percent (3%) of its monthly Gross Revenue on advertising, promotions and

Type of Fee	Amount	Due Date	Remarks
			public relations within the immediate locality surrounding the Franchised Business. Once the Franchisee has reached monthly Gross Revenue of \$30,000, then \$600.00 of such advertising spend shall be paid for pay per click advertising.
Brand Fund Contribution	2% of Gross Revenue	Payable monthly. Due every 10 <sup>th</sup> of the month	This will be automatically paid via EFT or ACH. Further details about the Brand Fund can be found in Item 11, under the subheading “Advertising and Promotion”.
Audit Expenses <sup>2</sup>	All costs and expenses associated with audit, approximately \$1,500 to \$5,000	Upon demand	Audit costs payable to us only if the audit shows you have not spent 3% of your monthly Gross Revenue on local advertising or if you underreported Gross Revenue by 3% or more.
Late Fees <sup>3</sup>	1.5% per month or the highest rate allowed by the state where you are located (whichever is lower)	Upon demand	Applies to all overdue fees you owe us. Also applies to any understatement in amounts due revealed by an audit.
Approval of Products or Suppliers <sup>4</sup>	\$500 to \$1,000	Time of evaluation	Applies to the costs we expend in our evaluation of new suppliers you wish to purchase from or products you wish to purchase.
Insurance Policies	Approximately \$350	Monthly	Payable to us as a reimbursement only if you fail to maintain required insurance coverage and we elect, in our discretion, to obtain coverage for you.
Technology Fee	\$6 -\$15 per email account	Monthly	Payable to us on a monthly basis. Amount charged is dependent on the quantity and type of email account you are loaned.

Type of Fee	Amount	Due Date	Remarks
Transfer Fee	\$20,000	At the time of transfer	Payable to us at time of transfer. Does not apply to an assignment under Section 18.3 of the Franchise Agreement.
Relocation Assistance	Not applicable	Time of assistance	If you need our assistance to relocate, and we agree, you must reimburse our costs to assist you.
Substitute or New Manager Training/ Additional Training <sup>5</sup>	Currently, \$500 per day, plus your expenses in attending	Time of training	We provide an initial training program before you begin operations and ongoing training programs during the term of the franchise. If you have to repeat our training programs, we may charge you a fee.
Additional Operations Assistance	Currently, \$600 per day plus our expenses	Time of assistance	We provide assistance at and near the beginning of your operations and during the term of the franchise. If you request additional assistance beyond what we already provide, you may be charged a fee, plus our expenses if we need to travel to accommodate your request.
Cost of Enforcement	All costs including reasonable attorneys' fees	Upon demand	You must reimburse us for all costs incurred in enforcing your obligations to us if we prevail.
Temporary Management Assistance	Currently, \$600 per day, plus our expenses (same as above reason) we can charge lower fee.	Each month that it applies	You pay us at the stated rate if you breach the Franchise Agreement or following the death or incapacity of an owner of the franchise, and if we decide to temporarily manage your franchised business.
Renewal Fee	Ten Percent (10%) of then current Franchise Fee	As requested	Payable to us when you sign the then-current successor franchise agreement.
Extension Fee under the Area Development Agreement <sup>6</sup>	\$8,000	On requesting up to a 4-month extension in which to open a 1Heart Caregiver	Amounts are payable to us.



Type of Fee	Amount	Due Date	Remarks
		Services Business under the Franchise Development Schedule	
Territory Infringement Policy Payment	Varies	Varies	A violation of the Territory Infringement Policy may subject you to a payment to one or more franchisees who operate in other territories.

We may require that all fees payable to us be paid through an electronic depository transfer account.

All of the fees noted above are uniform. No other fees or payments are to be paid to us or our affiliate, nor do we impose or collect any other fees or payments for any other third party. All fees are generally non-refundable.

#### NOTES

<sup>1</sup>“Gross Revenue” means all revenue that you bill/invoice (whether or not collected), plus all other amounts you derive, from operating the Franchised Business, including all services and products sold, all referral commissions received from RCFE and Home Healthcare companies like a Home Health Agency or Hospice company, all amounts that you charge, invoice, or receive at or away from the Premises, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, but excluding (a) any revenue franchisee remits to a customer that franchisee is contractually obligated to remit, (b) any chargeback fees franchisee pays to a collection agency, (c) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, and (d) any rebate received by Franchisee from a manufacturer or supplier.

You must pay a Royalty equal to the greater of (i) 5% of the Gross Revenue of the Franchised Business for each month or (ii) the minimum Royalty (described below) for each month. The Royalty is subject to the minimum annual Royalty, if applicable, of 5% of Gross Revenue based on a Minimum Performance Standard. You must also pay an additional five percent (5%) of the Gross Revenue for the previous month generated from clients located outside of your Territory (the “Extraterritorial Royalty”). The Extraterritorial Royalty shall be in addition to the Royalty Fee or Periodic Minimum Royalty.

#### *Minimum Royalty – Annual and Periodic*

Annual Minimum Royalty – If the actual Gross Revenue of the Franchised Business for a particular operating year is less than the required Minimum Annual Gross Revenue, you must pay an additional Royalty equal to 5% of the difference between your actual annual Gross Revenue and the required Minimum Annual Gross Revenue.

The Minimum Annual Gross Revenue will be:

Year of Operation*	Minimum Annual Gross Revenue at the End of Each Year*
Completion of Year 1	\$100,000
Completion of Year 2	\$360,000
Completion of Year 3	\$500,000
Completion of Year 4	\$600,000
Completion of Year 5	\$700,000
Completion of Year 6	\$810,000
Completion of Year 7 and subsequent years	\$950,000

\* For the purposes of the Minimum Annual Gross Revenue, the first year of operation will begin on the first day of the month following the Official Opening of the Franchised Business and continue for 12 monthly billing periods each year. If there is a transfer, the new franchise agreement (if applicable) will be based on the Gross Revenue of the transferor for the year preceding the date of the transfer. For example, if the transferor's Gross Revenue for the year preceding the date of the transfer were \$380,000 then the transferee will be considered to have completed Operating Year 2 and will be required to meet the Minimum Annual Gross Revenue for Operating Year 3 or \$500,000 for the year following the transfer.

Periodic Minimum Royalty – In the event your actual annual Gross Revenue for a particular year are below the required Minimum Annual Gross Revenue, then during the year following the year in which you did not meet the Minimum Annual Gross Revenue, your periodic Royalty for the next 12 months/periods will be the greater of (i) 5% of the actual Gross Revenue for each month, or (ii) 5% of 1/12 of the annual Minimum Annual Gross Revenue for the year just concluded. At the end of the year, we will determine if you satisfied the Minimum Annual Gross Revenue for that year, and, to the extent necessary, we would adjust your Royalty payments for the year and will charge you the Royalty after calculating what you paid during the year, and what you owe. To the extent your actual Royalty payments were less than the required amount, you must pay the difference as described in the preceding paragraphs. See the chart below for a detailed description of the periodic minimum Royalty payments.

The Minimum Periodic Royalty Payments will be:

Year of Operation	Minimum Annual Gross Revenue	Minimum Periodic Royalty if Minimum Performance Standard Not Met During Prior Year
1	\$100,000	--
2	\$360,000	$\$100,000/12 \times .05 = \$416.67/\text{month}$
3	\$500,000	$\$360,000/12 \times .05 = \$1,500.00/\text{month}$
4	\$600,000	$\$500,000/12 \times .05 = \$2,083.33/\text{month}$
5	\$700,000	$\$600,000/12 \times .05 = \$2,500.00/\text{month}$
6	\$810,000	$\$700,000/12 \times .05 = \$2,916.67/\text{month}$
7	\$950,000	$\$810,000/12 \times .05 = \$3,375.00/\text{month}$
8 and subsequent years	\$950,000	$\$950,000/12 \times .05 = \$3,958.33/\text{month}$

By way of example only, if your Gross Revenue in Year 2 are not \$360,000 but are only \$300,000 at the end of that year, you must pay 5% of \$60,000, which is \$3,000. Then, in Year 3, in which the Minimum Annual Gross Revenue is \$500,000 of annual Gross Revenue, your periodic Royalty (for 12 months) will be the greater of (a) 5% of actual Gross Revenue or (b) \$1,500.00, which is derived based on \$360,000 (the Year 2 minimum) divided by 12, multiplied by 5%. At the end of Year 3, if your Gross Revenue were less than \$500,000, for example, \$430,000, you must pay a Royalty of 5% of \$70,000, which is \$3,500 (as adjusted (up or down) based on the actual amount of Royalty paid during Year 3). Then, for Year 4, you must pay at least the minimum periodic Royalty each monthly period.

<sup>2</sup> We assume costs vary depending on factors, including prevailing auditor's rates in your area, the business activity being audited and how well you keep your books and records. You pay our actual costs only. You should be able to investigate these costs by contacting auditors in your area.

<sup>3</sup> Late fees begin from the date payment was due, but not received, or date of underpayment.

<sup>4</sup> Costs vary depending on the availability of product samples for testing, shipping costs or travel costs to review the product, the type of product under review, whether the product or supplier has been rated and other similar factors. You pay our actual costs only.

<sup>5</sup> We provide training programs to an individual you select to be the designated manager of the franchise. Your designated manager's attendance is required. We do not charge fees for these programs, but if you replace your designated manager and your manager changes are excessive or due to poor hiring practices, we may charge you a fee.

<sup>6</sup> You may request a one-time, up to 4-month extension to your deadline for opening a single 1Heart Caregiver Services Home Care Business under the Franchise Development Schedule of your Area Development Agreement. You must request the extension and pay a \$8,000 extension fee before the deadline for opening a 1Heart Caregiver Services Home Care Business under the Franchise Development Schedule. The one-time extension for opening a single 1Heart Caregiver Services Home Care Business will not affect your deadlines for opening other 1Heart Caregiver Services Home Care Businesses under the Franchise Development Schedule.

**ITEM 7. ESTIMATED INITIAL INVESTMENT**

**YOUR ESTIMATED INITIAL INVESTMENT**

<b>Type of Expenditure</b>	<b>Amount</b>	<b>Method of Payment</b>	<b>When Due</b>	<b>To Whom Payment Is To Be Made</b>
Franchise Fee <sup>1</sup>	\$47,500 -	Cashier's Check	At Signing of Franchise Agreement	Us
Operating Software	\$120 per month minimum or \$360 minimum for three months -	As Incurred	As Incurred	Vendor
Real Estate/Rent <sup>2</sup>	\$700 - \$2,200	As Arranged	Before Beginning Operations	Lessor
Utility Deposits <sup>3</sup>	0 - \$220	As Arranged	Before Beginning Operations	Utilities
Leasehold Improvements <sup>4</sup>	\$0 - \$1,100	As Arranged	Before Beginning Operations	Contractor, Suppliers
Insurance <sup>5</sup>	\$2,420 - \$3,300	As Arranged	Before Beginning Operations	Insurance Company
Office Supplies <sup>6</sup>	\$550 - \$1,100	As Arranged	Before Beginning Operations	Suppliers
Training <sup>7</sup>	\$550 - \$2,750	As Arranged	During Training	Airlines, Hotels & Restaurants
Signage <sup>8</sup>	\$550 - \$2,200	As Arranged	Before Beginning Operations	Suppliers
Furniture, Fixtures & Office Equipment <sup>9</sup>	\$550 - \$2,750	As Arranged	Before Beginning Operations	Suppliers
Initial Inventory <sup>10</sup>	\$825 - \$2,200	As Arranged	Before Beginning Operations	Suppliers
Computer Equipment Services & Software <sup>11</sup>	\$1,200 - \$3,300	As Arranged	Before Beginning Operations	Suppliers
Dues & Subscriptions <sup>12</sup>	\$110 - \$550	As Arranged	Before Beginning Operations	Associations & Suppliers
Licenses & Permits <sup>13</sup>	\$440 - \$6,160	As Arranged	Before Beginning Operations	Licensing Authorities
Legal & Accounting <sup>14</sup>	\$550 - \$2,750	As Arranged	Before Beginning Operations	Attorney, Accountant
Additional Funds – 3 months of Operations <sup>15</sup>	\$35,000 - \$55,000	As Incurred	As Incurred	Suppliers

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
TOTAL <sup>16</sup>	\$91,305 - \$133,440			

NOTES

<sup>1</sup> Franchise Fee: The franchise fee is described in greater detail in ITEM 5. **We do not finance any fee.**

<sup>2</sup> Real Estate/Rent: The Franchised Business requires approximately 400 to 1000 sq. ft. for a 1Heart Caregiver Services Franchised Business facility. It is difficult to estimate lease acquisition costs because of the wide variation in these costs between various locations. The low estimate assumes that you must lease a facility and will have to pay a security deposit equal to one month’s rent. The high estimate is based on an assumption that you will have to pay a security deposit equal to 2 months’ rent to lease the facility. Some lessors may refund the security deposit if you cancel the lease before you occupy the premises, but the amounts you pay are typically non-refundable. The estimated range of costs in this category only includes your costs to enter into a lease agreement for the facility. Estimated rental costs for 3 months are included with the category “Additional Funds,” (see Note 15 below).

<sup>3</sup> Utility Deposits: If you are a new customer of your local utilities, you will generally have to pay deposits to obtain services, including electric, telephone, high speed internet service, gas, trash and water. The amount of the deposit and whether the deposit is refundable will vary depending on the local utilities. You should contact your local utilities for more information.

<sup>4</sup> Leasehold Improvements: You may need to make improvements to adapt your facility for operation of the Franchised Business. The cost of the leasehold improvements will vary depending on factors, including the size, condition and location of the facility, local wage rates and the cost of materials. The amounts you pay for leasehold improvements are typically non-refundable. You should inquire about the refund policy of the contractor at or before the time of hiring.

<sup>5</sup> Insurance: You must purchase the following types and amounts of insurance:

- (1) “All risk” property insurance coverage for assets of the Franchised Business;
- (2) Workers’ compensation insurance and employer liability coverage with a minimum limit of \$100,000 or higher if your state law requires;
- (3) Comprehensive general and professional liability insurance with a minimum liability coverage of \$1,000,000 per occurrence, or higher if your state law requires;
- (4) Business interruption insurance;
- (5) Automobile liability insurance of at least \$1,000,000 or higher if your state law requires;
- (6) Insurance coverage for contractual indemnity; and
- (7) Bond as required by law.

Factors that may affect your cost of insurance include the size and location of the Franchised Business, value of the leasehold improvements, equipment, supplies, vehicle model and make, number of employees and other factors.

The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

<sup>6</sup> Office Supplies: You must purchase general office supplies including stationery, business cards, etc. Factors that may affect your cost of supplies include local market conditions, competition among suppliers and other factors. We do not know if the amounts you pay for supplies are refundable. Factors determining whether supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

<sup>7</sup> Training: The cost of initial training of up to 3 people is included in the franchise fee, but you are responsible for transportation and expenses for meals and lodging and your employees' wages and workers' compensation insurance while attending training. The total cost will vary depending on the number of people attending, how far you travel and the type of accommodations you choose. These expenses are typically non-refundable. Before making airline ticket, hotel, rental car or other reservations, you should inquire about the refund policy in the event you need to cancel any reservation. The low estimate assumes that you live within driving distance of our headquarters or the designated training facility; the high estimate assumes that you will incur costs for lodging, food and travel for the training period.

<sup>8</sup> Signage: This range includes the cost of signage used in the start-up of the Franchised Business. The amounts you pay for signage are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

<sup>9</sup> Furniture, Fixtures & Office Equipment: You must purchase and/or lease and install furniture, fixtures and office equipment necessary to operate your Franchised Business. The cost of the furniture, fixtures and office equipment will vary according to local market conditions, the size of the facility, suppliers and other related factors. We do not know if the amounts you pay for furniture, fixtures or office equipment are refundable. Factors determining whether furniture, fixtures and office equipment are refundable typically include the condition of the items, level of use, length of time of possession and other variables. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing or leasing.

<sup>10</sup> Initial Inventory: Initial inventory of brochures and other marketing materials will be provided which as of the date of the issuance of this Franchise Disclosure Document included 1,000 brochures, 1,000 business cards, 1 Exhibit tablecloth, 1 Homecare Banner, 1 Recruitment Banner, 120 presentation folders, 120 sets of presentation folder inserts, 1000 Recruitment Flyers, 500 pens and 500 assorted giveaways (stress hearts, notepads, etc.), however, the types of materials provided and quantities of such are subject to change at our discretion. You must purchase additional inventory as needed for use in the operation of the Franchised Business. Costs vary based upon the size and location of the Franchised Business, suppliers and other related factors. We do not know if the amounts you pay for inventory items may be refundable. Factors determining whether inventory items are refundable typically include the condition of the items at time of return, level of use, and length of time of possession and other factors. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

<sup>11</sup> Computer Equipment & Software: You must purchase the computer hardware and software that is specified in ITEM 11. You must have an automatic backup service for your computer equipment and software. The low estimate is based on an assumption that you already own a computer system that you can use in the operation of the Franchised Business and you only need to purchase the software that we require. We do not know if the amounts you pay for the computer equipment and software are refundable. The amounts you pay for computer equipment and software are typically non-refundable, or if refundable, you may be subject to a "re-stocking" fee. You should inquire about the return and refund policy of the supplier at or before the time of purchasing. Typically, the amounts you pay for an

automatic backup service are non-refundable. You should inquire about the refund policy of the supplier at or before the time of purchasing.

<sup>12</sup> Dues & Subscriptions: We encourage you to join at least one state or nationally recognized Homecare Association such as CAHSAH or American Board of Home Care. Membership fees vary from area to area. These fees are typically not refundable. You may choose to join various business associations like a reputable local chamber of commerce. These expenses are typically non-refundable. You should inquire about the cancellation and refund policy of the organizations at or before the time of purchase.

<sup>13</sup> Licenses & Permits: State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment. Some states also require in-home non-medical care agencies, such as the Franchised Business, to obtain licenses before operating. The State of California, for example, requires a home care organization license application be filed and approved prior to operating in California. The current 2-year license fee in California is \$5,603. If your Franchised Business will not be located in California, you will need to find out the applicable license fee for the state where you will operate your Franchised Business.

<sup>14</sup> Legal & Accounting: You will need to employ an attorney, an accountant and other consultants to assist you in establishing your Franchised Business. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

<sup>15</sup> Additional Funds: We recommend that you have a minimum amount of money available to cover operating expenses, including rent (if applicable), utilities, and employees' salaries for the first 3 months that the Franchised Business is open. This is an estimate only for the additional operating capital needed to operate your Franchised Business during the initial 3 months after you open for business. These expenses include staff payroll costs but do not include salaries for the owner. We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required. These expenses are typically non-refundable. The expenses you incur during the start-up period will depend on factors such as local economic and market conditions, whether your Franchised Business is in a new market or a mature market, whether you hire a manager or run the business yourself, your experience and business acumen, competition, and the sales level you reach during this initial period.

<sup>16</sup> Total: In compiling this chart, we relied on our and our affiliate's industry knowledge and experience. The amounts shown are estimates only and may vary for many reasons, including the size and condition of your facility, the capabilities of your management team, where you locate your Franchised Business and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the franchised business. Unless otherwise noted above, none of the above fees are refundable to you.

**1Heart Caregiver Services Area Development Agreement**

<b>TYPE OF EXPENDITURE</b>	<b>AMOUNT</b>	<b>METHOD OF PAYMENT</b>	<b>WHEN DUE</b>	<b>TO WHOM PAYMENT IS TO BE MADE</b>
Area Development Fee <sup>1</sup>	\$30,000.00 multiplied by the total number of 1Heart Caregiver Services Franchised Businesses reflected in the Development Schedule.	Lump Sum	At signing of Area Development Agreement	Us
Initial Franchise Fee <sup>2</sup> (for your first unit)	None	NA	NA	NA
<b>TOTAL</b>	\$150,000 (based on five (5) 1Heart Caregiver Franchised Businesses to be developed)			

**NOTES:**

All figures in Item 7 – 1Heart Caregiver Services Area Development Agreement are estimates only of your costs and expenses to open the first 1Heart Caregiver Services Franchised Business under an Area Development Agreement that are in addition to the costs referred to the first table in Item 7 above. Actual amounts will vary for you and your area development business depending on several factors. Generally, none of the amounts presented in this Item 7 are refundable.

<sup>1</sup> Area Development Fee: See Item 5 of this Disclosure Document for additional information regarding the area development fee. This fee is not refundable.

<sup>2</sup> Initial Franchise Fee: This estimate reflects the amount you will pay when signing your first Franchise Agreement for the initial unit you open under your development schedule.

**ITEM 8. RESTRICTIONS ON SOURCES OF SERVICES AND PRODUCTS**

A. You must purchase your fixtures and equipment under standards and specifications for appearance, quality, price, performance and functionality found in the Confidential Operations Manual.

B. We have created standards and specifications for the development of your 1Heart Caregiver Services Franchised Business. You must equip the Franchised Business according to these standards and specifications. All signs, equipment, and other items used in the operation of the Franchised Business must comply with our specifications and quality standards and, if we require, must only be purchased from Approved Suppliers that we designate. We or one of our Affiliates may be an Approved Supplier. We will provide you, in the Operations Manual or other written or electronic form, a list of specifications for equipment, supplies, and other materials and, if required,



a list of designated or Approved Suppliers for some or all of these items, which may include us or our Affiliates. This list may be modified from time to time.

C. If you would like to use any goods or services in establishing and operating the Franchised Business that we have not approved (for goods and services that must meet our standards, specifications or that require supplier approval), you must first send us sufficient information, specifications and samples for us to determine whether the goods or services comply with our standards and specifications, or the supplier meets our approved supplier criteria. You must pay our expenses to evaluate goods, services or suppliers. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease the goods or services from the supplier. Our criteria for approving or revoking approval of suppliers includes: the supplier's ability to provide sufficient quantity of goods; quality of goods or services at competitive prices; production and delivery capability; and dependability and general reputation. We will notify you in writing if we revoke our approval of goods, services or suppliers, and you must immediately stop purchasing disapproved goods or services or must immediately stop purchasing from a disapproved supplier. Additionally, we may negotiate pricing arrangements, including volume discounts on behalf of our franchisees with our suppliers. Volume discounts may not be available to franchisees located in outlying markets that a particular supplier does not serve in significant volume. Presently, there are no purchase or supply agreements in effect and no purchasing or distribution cooperatives that you must join.

D. Our standards and specifications are based on our affiliate's experience in operating a business of the type we are franchising and through research and testing in our affiliate's business. We may communicate our standards and specifications directly to suppliers who wish to supply you with your fixtures, equipment, and inventory under specifications. We communicate our standards and specifications to you when we evaluate your proposed location for the Franchised Business, during training, before you conduct your grand opening advertising, during on-site opening assistance, during periodic visits to your franchise location and through the Confidential Operations Manual (including periodic bulletins). We will periodically issue new standards and specifications (if any) through written notices.

E. We, as the franchisor, are currently a required supplier for marketing materials and our affiliate may be in the future. We will derive revenue or other material consideration based on the required purchases or leases made in accordance with the franchisor's specifications. During 2022 we received \$96,369 in revenue from required purchases or 6.7% of our total revenues of \$1,435,939.

F. We estimate that approximately 45% to 60% of your expenditures for leases and purchases in establishing your franchised business will be for goods and services that must be purchased according to our standards and specifications. We estimate that approximately 15% to 20% of your expenditures on an ongoing basis will be for goods and services that must be purchased according to our standards and specifications.

G. Presently, there are no purchase or supply agreements in effect and no purchasing or distribution cooperatives that you must join.

H. Additionally, we may negotiate pricing arrangements, including volume discounts on behalf of our franchisees with our suppliers. Volume discounts may not be available to franchisees located in outlying markets that a particular supplier does not serve in significant volume.

I. We do not provide material benefits to you (including renewal rights or the right to additional franchises) based on whether you purchase through the sources we designate or approve. We have no purchasing or distribution cooperatives serving our franchise System.

J. No officer of the franchisor owns an interest in any supplier to the franchise System.

**ITEM 9.      FRANCHISEE'S OBLIGATIONS**

**This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other ITEMS of this Disclosure Document.**

<b>Obligation</b>		<b>Section in the Franchise Agreement</b>	<b>Disclosure Document ITEM</b>
a.	Site selection and acquisition/lease	Section 2 and 5	ITEMS 11 and 12
b.	Pre-opening purchases/leases	Sections 5, 12 and 15	ITEMS 7 and 8
c.	Site development and other pre-opening requirements	Sections 5 and 8	ITEMS 7, 8 and 11
d.	Initial and ongoing training	Section 8	ITEMS 6, 7 and 11
e.	Opening	Sections 5 and 8	ITEM 11
f.	Fees	Sections 3, 5, 8, 10, 11, 13, 15, 18 and 22	ITEMS 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Sections 6,7, 9, 10 and 13	ITEMS 8, 14 and 16
h.	Trademarks and proprietary information	Sections 6, 7 and 9	ITEMS 13 and 14
i.	Restrictions on products/services offered	Sections 5, 6 and 13	ITEMS 8 and 16
j.	Warranty and customer service requirements	Section 13	ITEM 16
k.	Territorial development and sales quotas	Not Applicable	ITEM 12
l.	Ongoing product/service purchases	Section 13	ITEMS 8 and 11
m.	Maintenance, appearance, and remodeling requirements	Sections 5, 10 and 13	ITEM 6
n.	Insurance	Section 15	ITEMS 6, 7 and 8
o.	Advertising	Section 11	ITEMS 6, 7 and 11
p.	Indemnification	Section 21	Not Applicable
q.	Owner's participation/management/staffing	Section 13	ITEM 15
r.	Records and reports	Section 12	ITEM 11
s.	Inspections and audits	Sections 6 and 12	ITEMS 6, 11 and 13
t.	Transfer	Section 18 and Exhibits 1 and 5	ITEMS 6 and 17
u.	Renewal	Section 4 and Exhibits 1 and 5	ITEMS 6 and 17
v.	Post-termination obligations	Section 17 and Exhibits 2 and 5	ITEM 17

w.	Non-competition covenants	Sections 7 and 17 and Exhibits 2 and 5	ITEM 17
x.	Dispute resolution	Section 23 and Exhibit 5	ITEM 17
y.	Other	Not Applicable	Not Applicable

<b>AREA DEVELOPMENT AGREEMENT</b>			
<b>Obligation</b>		<b>Section in the Area Development Agreement</b>	<b>Disclosure Document ITEM</b>
a.	Site selection and acquisition/lease	Section 4.1	ITEMS 11 and 12
b.	Pre-opening purchases/leases	Not Applicable	Not Applicable
c.	Site development and other pre-opening requirements	Section 1.3	ITEMS 7, 8 and 11
d.	Initial and ongoing training	Section 8.1	ITEMS 6, 7 and 11
e.	Opening	Not Applicable	Not Applicable
f.	Fees	Section 3.1	ITEMS 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Not Applicable	Not Applicable
h.	Trademarks and proprietary information	Section 11.1	ITEMS 13 and 14
i.	Restrictions on products/services offered	Not Applicable	Not Applicable
j.	Warranty and customer service requirements	Not Applicable	Not Applicable
k.	Territorial development and sales quotas	Sections 1.1 – 1.4	ITEM 12
l.	Ongoing product/service purchases	Not Applicable	Not Applicable
m.	Maintenance, appearance, and remodeling requirements	Not Applicable	Not Applicable
n.	Insurance	Not Applicable	Not Applicable
o.	Advertising	Not Applicable	Not Applicable
p.	Indemnification	Article 15	Not Applicable
q.	Owner's participation/management/staffing	Not Applicable	Not Applicable
r.	Records and reports	Not Applicable	Not Applicable
s.	Inspections and audits	Not Applicable	Not Applicable
t.	Transfer	Article 9	ITEM 17
u.	Renewal	Not Applicable	Not Applicable
v.	Post-termination obligations	Section 13.1	ITEM 17
w.	Non-competition covenants	Section 10.1 and 13.3	ITEM 17

x.	Dispute resolution	Sections 14.1 and 14.2	ITEM 17
y.	Other	Not Applicable	Not Applicable

## **ITEM 10. FINANCING**

We do not offer direct or indirect financing. We do not guarantee your lease or other obligations.

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

**Except as listed below, we are not required to provide you with any assistance.**

### A. Pre-Opening Obligations

Before the opening of the Franchised Business, we will:

#### 1. Assist you in locating a site for your 1Heart Caregiver Services Franchised Business:

i. We will designate your exclusive Territory. (Section 2.4) Unless prohibited by local ordinance or zoning rules, you may establish the facility for the Franchised Business within a location, approved by us in writing. When you have a potential site for the facility/office, you may propose the location for our consideration. We may consent to the site after we have evaluated it. If you do not have a proposed site, we will furnish you with our general site selection criteria. You are solely responsible for locating and obtaining a site that meets our standards and criteria and that is acceptable to us and accessible to caregivers. (Sections 2.3 and 5.2)

ii. We will provide you with general guidelines to assist you in selecting a site suitable for the Approved Location. The general site selection and evaluation criteria or factors that we consider in approving your site includes the condition of the premises, demographics of the surrounding area, proximity to other 1Heart Caregiver Services Franchised Businesses, proximity to competitive businesses and lease requirements. If you must lease a facility/office to operate the Franchised Business, we will provide you with written notice of our approval or disapproval of any proposed site within a reasonable time (usually 30 days) after receiving all requested information. If we cannot agree with you on a suitable site for the Franchised Business within 90 days after you sign the Franchise Agreement, we may terminate the Franchise Agreement. (Sections 5.1 and 5.2) We will provide you with our criteria for site selection and approve a site you have selected for the location of the facility for the Franchised Business. (Section 2.3 and 5.1)

iii. Franchisor shall evaluate the site and notify Franchisee of its approval or disapproval of the site within a reasonable time (usually thirty [30] days) of receiving notice of the site from Franchisee. (Section 5.1). Our recommendation indicates only that we believe that the site meets our then acceptable criteria.

2. Provide you with specifications for improving the Approved Location. (Section 5.4)

3. Provide an initial training program. This training is described in detail later in this ITEM. (Section 8.1)

4. Provide you with specifications for equipping the Approved Location, along with a list of required supplies and equipment that you must purchase and install. (Section 5.3)

### B. Time to Open

We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of the franchise is between four (4) to six (6) months. Factors that may affect your beginning operations include ability to secure home care licensing, business permits, zoning and local ordinances,

weather conditions and delays in installation of equipment and fixtures. You must open your Franchised Business and be operational within 180 days after signing the Franchise Agreement. (Sections 5.3 and 5.5)

C. Post Opening Obligations

After the opening of the Franchised Business, we will:

1. Periodically advise you and offer general guidance to you by telephone, e-mail, newsletters, and other methods. Our guidance is based on our and our affiliate's knowledge and experience. We offer you advice and guidance on a variety of business matters, including operational methods, accounting procedures, authorized services or products and marketing and sales strategies. (Section 14.1)

2. During the first 180 days of your operations, we will spend at least one day at your office to review, advise, and provide assistance in your operations. We will also conduct ongoing training and webinar conferences as we think necessary (Section 8.5) to help you establish and develop your business and your attendance and participation will be required.

3. At your request and for an additional fee, we may provide to you on-site assistance and guidance to assist you with any questions you may have in operating the Franchised Business. (Section 8.2) We may prepare written reports suggesting changes or improvements in the operations of the Franchised Business and detailing deficiencies that become evident as a result of a visit. If we prepare a report, we may provide you with a copy. (Section 14.2) We will also provide you with modifications to the Confidential Operations Manual as they are made available to franchisees. (Section 9.2)

D. Advertising and Promotion:

1. We are not obligated to conduct advertising.

2. We will approve the forms of advertising materials you will use for local advertising, grand opening advertising, and cooperative advertising. At your option, we will supply you with 1 Heart Caregiver Services promotional items and materials. (Section 11.1) We will permit you to use your own advertising material once it is submitted to and approved by us.

3. We do not have an advertising council.

4. Although we are not obligated to do so, we may create a cooperative advertising program for the benefit of all 1Heart Caregiver Services Franchised Businesses located in a particular region. (Section 11.3) If we create such a council, we will either administer the Cooperative Advertising Program or establish an advertising council of franchisees to self-administer the Cooperative Advertising program.

5. We have established a Brand Fund ("Brand Fund") for the enhancement and protection of the 1Heart Caregiver Services brand and Marks. We will have sole discretion to use the Brand Fund, and monies in the Brand Fund, for any purpose that we designate that we believe will enhance and protect the 1Heart Caregiver Services brand and Marks, will improve and increase public recognition and perception of the 1Heart Caregiver Services brand and Marks and 1Heart Caregiver Services Businesses, and will improve and enhance the perception of 1Heart Caregiver Services Businesses held by franchisees, managers, and other employees of 1Heart Caregiver Services Businesses. Among the programs, concepts, and expenditures for which we may utilize the Brand Fund monies are: creative development and production of print ads, commercials, radio spots, direct mail pieces, door hangers, and other advertising and promotional materials; creative development of, and preparing, producing, and placing video,



audio, and written materials and electronic media; media placement and buying, including all associated expenses and fees; implementation of digitally identifiable marketing phone numbers; deployment and execution of marketing technology; selection and support of sponsorships; administering regional and multi-regional marketing and advertising programs; market research and customer satisfaction surveys, including the use of “secret ‘shoppers’ or clients;” lead sharing or lead generating services or vendors; the creative development of, and actual production associated with, promotions, public relation events, and charitable or nonprofit events; creative development of signage and posters; employee recognition and awards events and programs; periodic national and regional conventions and meetings; website, Online-site, extranet and/or intranet development, implementation, and maintenance; retention and payment of advertising and promotional agencies and other outside advisors including retainer and management fees; and public relations and community involvement activities and programs. We will direct all programs that the Brand Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation. We may use the fund to provide you with promotional materials and marketing campaign samples. The costs of producing or acquiring these materials will be reimbursed to us from the Fund.

6. The Franchisee shall be required to contribute monthly to the Brand Fund an amount equal to up to three percent (3%) of your Gross Revenue and which Franchisor may adjust from time to time (“Brand Fund Contribution”). Currently, the required contribution is two percent (2%) of Gross Revenue. Brand Fund Contributions shall be made at the time and in the manner provided for Royalty Fees payments. We shall notify you at least thirty (30) days before changing Brand Fund Contribution requirements. We will administer the fund. All affiliates and franchisees will be required to contribute the same amount to the fund, and we will endeavor to spend all of the funds received within the applicable year.

7. In 2022, the Brand Fund spent 43.14% on production, .27% of its funds on a public relations program, 31.34% on media placement, and 25.25% on administrative expenses and reserves for future marketing programs.

E. Computer System:

1. You must purchase and use any hardware and software programs we designate. (Section 12.5) Presently, we require you to purchase the following hardware and software:

<b>HARDWARE</b>
Two Microsoft Windows based computers
<b>SOFTWARE</b>
QuickBooks Accounting Pro Software Package 2022 edition or newer
Most recent Microsoft Office Suite/Office 365 Subscription. (including Word, Excel and Outlook)
Windows 10 Operating System or newer version
Well Sky Software/Subscription
Qvinci Financial Reporting Software

The approximate cost of the hardware and software is \$1,000 - \$2,000. (Section 10.2)

**SOFTWARE.** Currently, we require all new franchisees to use the WellSky Personal Care scheduling software. The current cost of this software is the greater of \$12.00 per active client per month or \$120 per month.

You will pay the vendor, WellSky Personal Care, the greater of \$120 per month or \$12.00 per active client per month. Monthly fees are calculated based on the highest number of clients listed as “active” in your Franchised Business for the previous month. You must pre-pay WellSky Personal Care the first month’s fees based on the initial number of active clients of your Franchised Business when you contract for WellSky Personal Care’s services. All subsequent monthly fees are calculated based on the preceding month’s highest number of active clients in your Franchised Business.

The software fee and/or provider is subject to change in our sole discretion. In addition, we may assess a technology fee for licensing and related maintenance and upgrade costs. There may also be additional maintenance and upgrade fees related to this software.

We, our affiliates or certain third parties license software to our franchise owners. By signing a Franchise Agreement, you will be acknowledging that as a user of this software you are responsible for compliance with all local, state and federal laws and the accuracy of all information inputted into, contained in, generated by or accessible from this software. We do not give any warranties relating to software, including, but not limited to, warranties of merchantability or fitness for a particular purpose.

Your right to any software license or the use of any technology may be conditioned upon your signing a license agreement or other similar document that regulates your use, and limits your rights, with respect to that software or technology. In addition to the costs set forth above, you may be required to pay additional fees for your use of proprietary software or technology. For instance, if you choose to use our proprietary software, we may charge licensing, support and ongoing maintenance fees for that use that are subject to annual increases. As a user of this software, you will be responsible for complying with all applicable laws and for verifying all information is accurate. We do not provide any warranty relating to our software, including but not limited, warranties of merchantability or fitness for a particular purpose.

**Internet and E-mail Access.** You must have a reliable, high speed Internet connection as well as a functioning e-mail address so that we can send you notices and otherwise communicate with you by this method.

You will be loaned one or more e-mail accounts (ex. “@1heartcares.com”) as part of the Technology Fee you will be charged. Each email account remains our sole property and reverts to us in the event of any termination. You may not have other e-mail accounts for the Franchise, nor may you use or establish or identify any website other than our website: [www.1HeartCares.com](http://www.1HeartCares.com) and other websites or social media sites as specifically designated/approved by us. You may not use the Marks or any trade names or trademarks confusingly similar to the Marks as part of any e-mail address, website identification, social media site naming/identification, or on any third-party website without our prior written consent.

2. You do not have to enter into any ongoing maintenance or support agreements for the maintenance of a computer system, but you may find it advantageous to do so. You are required to have an automatic computer backup service to avoid any loss of information and files that could occur with a computer crash. You may periodically be required to update or upgrade computer hardware and software, if we believe it is necessary. If you would like to purchase optional maintenance for your personal computer, you should investigate the cost.

3. We do not have any information about the cost of optional maintenance. We may introduce new requirements for computer and point-of-sale systems or modify our specifications and requirements. There are no limits on our rights to do so, except as disclosed in ITEM 16.

4. We have the right to independently access all information you collect or compile at any time without first notifying you. (Section 12.6)

5. During the term of your Franchise Agreement, IHeart Caregiver Services and you will jointly own all information generated by or stored that you use to operate the Franchised Business. We have the right to access all information related to the Franchised Business at any time during the term of your Franchise Agreement and periodically may establish further policies respecting the use or access to such information. Sole ownership of that information will revert to us if your Franchise Agreement is terminated, and you must immediately transfer such information to us upon termination.

F. We will loan you one copy of the IHeart Caregiver Services Confidential Operations Manual or provide you with access to an electronic copy of the Confidential Operations Manual. You must keep your copy of the Operations Manual current and in a secure location at the Franchised Business. If there is a dispute over its contents, our master copy of the Operations Manual controls. The Operations Manual’s contents are confidential, and you may not disclose the Operations Manual to any person other than Franchised Business employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual. The approximate total number of pages in the Confidential Operations Manual as of the date of this Disclosure Document is 250. The Table of Contents of the Confidential Operations Manual, along with number of pages devoted to each section, is included as Exhibit E to this Disclosure Document. (Section 9.1)

G. Training:

**TRAINING PROGRAM**

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
<b>Office Procedure</b>	8	0	Tarzana Head Office
<b>Advertising/Marketing</b>	4	0	Tarzana Head Office
<b>Lead Handling</b>	4	0	Tarzana Head Office
<b>Sales/Selling System</b>	8	4	Tarzana Head Office, Senior Living Facility, Senior Client and Hospital
<b>Case Management</b>	4	0	Tarzana Head Office
<b>Industry/Market Overview</b>	4	0	Tarzana Head Office
<b>Business Concepts/Process</b>	8	0	Tarzana Head Office
<b>Total</b>	40	4	

1. Both the Initial and Ongoing Training will be held as often as necessary on an appointment basis at our primary business location or another determined location. We offer our initial training program whenever a new franchise location is projected to be opening. The initial training program is conducted at our headquarters in Tarzana, California, or another location we designate.

2. We provide you an initial training program that covers material aspects of the operation of the franchised business including the following instructional materials: IHeart Caregiver Services training manuals for each of the training classes, the Confidential Operations Manual and the subjects listed in the chart above.

Our Training Program instructors are:

- Belina Calderon-Nernberg, our CEO oversees all training. She has over 18 years of experience in business ownership and management in the homecare services industry.
- Randolph Clarito, SVP of Franchise Growth & Strategy. He has more than 14 years of experience in the homecare services industry and 25 years of experience in corporate training.
- Kevin Tagarao, Chief Operations Officer has 7 years of experience managing and overseeing business operations with IHeart Caregiver Services and our affiliate.
- Ruel Morales, Director of Sales & Business Development has 6 years of experience with IHeart Caregiver Services or our affiliate and over 17 years of experience in the home care industry.

3. We do not charge for initial training. You must pay for all travel costs and living expenses for yourself and any of your attendees, including, but not limited to employee compensation and workers' compensation insurance premiums.

4. The initial training program is mandatory for the owner and/or designated manager and he or she must attend and complete the initial training program to our satisfaction. The initial training program will be conducted approximately 2 months before the opening of the Franchised Business. Up to 2 assistants of your choosing may also attend at your option (for a total of 3 people). After a replacement of the designated manager, he or she has 30 days to complete initial training. You are not charged any fee to have a new designated manager attend our training program, unless your manager changes are excessive or caused by poor hiring practices. You must pay all travel costs and living expenses for a new designated manager's attendance. (Section 8) We expect that your attendees will advance through the training program at different levels depending on a variety of factors, including background, character and experience. The time frames provided in the chart are an estimate of the time it will take to complete training. Periodically, you, your managers or employees must attend refresher-training programs to be conducted at our headquarters or another location we designate. Attendance at these programs will be at your expense. (Section 8.5) Your designated manager may also re-attend a regularly scheduled initial training program on one other occasion as a refresher course for no additional fee, however, you agree to pay for all travel and living expenses incurred for the training. Such refresher training may occur only if we have space available in a regularly scheduled training class.

H. Local Advertising:

You shall continuously promote the Franchised Business. Every month, you shall spend three percent (3%) of your monthly Gross Revenue on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("Local Advertising"). Once the Franchisee has reached monthly Gross Revenue of \$30,000, then each month following you shall spend at least Six Hundred Dollars (\$600) of such local advertising amounts on "pay per click" advertising from a IHeart Caregiver Services approved vendor. Such local advertising expenditures shall be made directly by you, subject to the prior approval and direction from us. We shall provide general guidelines to you for conducting local advertising. Within thirty (30) days after the end of each

month, you shall furnish to us an accurate accounting of the expenditures on local advertising for the preceding month.

You shall submit to us, for its prior approval, all advertising and promotional materials to be used by you including, but not limited to, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. We shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by you. If we do not approve submitted materials by the end of such twenty (20) day period, such materials shall be deemed to have received the required approval. You shall not use any marketing or promotional material prior to our approval. The submission of advertising materials to us for approval shall not affect your right to determine the prices at which you sell products or provides services.

I. Area Development Agreement:

We are not required to provide you with any initial or ongoing assistance under the Area Development Agreement. However, we will provide you with the initial and ongoing assistance set forth in the Franchise Agreement you sign for each 1Heart Caregiver Services Franchised Business established in the Development Area.

**ITEM 12. TERRITORY**

A. The franchise is for a site/location to be approved by us.

B. You will receive an exclusive Territory designated by specific zip codes, of 350,000 to 400,000 population base. We determine the boundaries of the area based on a variety of factors, including population, median population age, number of senior living facilities and hospitals, market potential, proximity to competitors, proximity to other franchisees and natural, physical or political boundaries. The demographics report that will be used to determine the population size comes from <https://data.census.gov>.

C. You must receive our written permission before relocating. If you can no longer use the location due to circumstances beyond your control or fault, including destruction of the premises, you will be allowed to relocate either permanently or temporarily. If you attempt to sell your Franchised Business or transfer your interest from the Franchised Business to a third party, we may exercise our right of first refusal to purchase your franchise on the same terms and conditions as offered by a third party.

D. You do not receive the right to acquire additional franchises within your area of primary responsibility. You must meet our qualifications for new franchisees and pay a franchise fee to qualify for an additional franchise location.

E. You will receive an exclusive Territory as part of the franchise. You must meet a Minimum Annual Gross Revenue. If you fail to meet the Minimum Annual Gross Revenue, we may reduce or eliminate your exclusive Territory. Your Minimum Annual Gross Revenue is:

Year of Operation*	Minimum Annual Gross Revenue at the End of Each Year*
Completion of Year 1	\$100,000
Completion of Year 2	\$360,000
Completion of Year 3	\$500,000

Year of Operation*	Minimum Annual Gross Revenue at the End of Each Year*
Completion of Year 4	\$600,000
Completion of Year 5	\$700,000
Completion of Year 6	\$810,000
Completion of Year 7 and subsequent years	\$950,000

F. Your area of primary responsibility will be your Territory. All media advertising and direct mail marketing that you undertake must be focused on media distributed in, or to prospective clients located in, your Territory.

You shall not conduct any in-home evaluation, or provide any services to clients located, in a territory or area assigned to another franchisee, us, or our affiliate. If you receive leads from or for clients located in another territory or area, you must refer those leads to the franchisee (or us or an affiliate) who is assigned to operate in and service that territory or area.

You may not solicit clients, or market your products, services, or your Franchised Business to clients, located outside of your Territory. In the event you receive referrals to provide services to clients who are in a then-unassigned (to a franchisee or us or an affiliate) territory or area, you may service those clients per our written approval and continue to service such clients when the un-assigned territory is sold or assigned. However, when an un-assigned territory is sold or assigned, and a franchised, company-owned, or affiliate-owned IHeart Caregiver Services Home Care business opens, you may not accept any new clients from that territory. If a client outside of your Territory resides in a senior living facility in a then un-assigned Territory and that un-assigned Territory is sold/assigned and opened then you may either (i) transfer the client to the new IHeart Caregiver Services Home Care business or (ii) co-manage the client with the new IHeart Caregiver Services Home Care business in order for the new IHeart Caregiver Services Home Care business to take advantage of using that existing client to further develop their own relationship with the senior living facility that your client is residing in. Our intent is for the new IHeart Caregiver Services Home Care business and yourself to have the same standard of care and professionalism so that the new operator will have a credible image to further grow the business at the senior living facility.

For the purposes of this Disclosure Document and the Franchise Agreement, and except as may be modified by us through changes in policies and/or the Operations Manual, references to “client” will mean the person receiving the services of the Franchised Business.

G. As specified in the Franchise Agreement, we will not establish or license others to establish another Franchised Business in the Territory during the term of the Franchise Agreement so long as you are in compliance with the Franchise Agreement. However, and despite those promises and obligations, we and our affiliates retain all rights with respect to IHeart Caregiver Services Home Care Businesses, the System, the Marks, the sale of similar or dissimilar services, and any other activities we deem appropriate whenever and wherever we desire, including:

1. the right to operate, and to grant others the right to operate, IHeart Caregiver Services Home Care Businesses and similar home care businesses under different names or marks located anywhere outside the Territory under any terms and conditions we deem appropriate and regardless of proximity to the Approved Location or the Territory, and subject to our cross-territorial policies, discussed above and in the Operations Manual;

2. the right to establish and operate (and to grant to others the right to establish and operate) any other businesses offering products and services that are not the same as or similar to the products or services offered at IHeart Caregiver

Services Home Care Businesses, through similar or dissimilar channels of distribution, at any locations inside or outside the Territory under trademarks or service marks other than the Marks (including other trademarks or service marks owned by us and any of our affiliates) and on any terms and conditions we deem appropriate;

3. the right to acquire the assets or ownership interests of one or more businesses that operates, and/or has granted franchises, licenses, or similar rights to one or more third parties to operate, businesses similar to and/or competing with IHeart Caregiver Services Home Care Businesses, and/or the right to be acquired (whether through acquisition of assets, ownership interests or otherwise, regardless of the form of transaction), by a competing non-medical home-care business or agency, or by another business, even if such business operates, franchises and/or licenses competitive businesses in the Territory; provided, however, that if we or one of our affiliates acquire such a competing business or chain, we or our affiliates will not establish or grant franchises or licenses to establish new or additional competing businesses under the Marks or the acquired chain's marks in your Territory (but we may rebrand existing businesses within the Territory to use the Marks and the System). Any business operations of the same or similar business that existed or operated at the time of such acquisition or transaction will not constitute a breach of the Franchise Agreement; and

4. the right to create, place, and/or distribute any advertising and promotional materials related to the System, the Marks, IHeart Caregiver Services Home Care Businesses, and the services and products offered, and authorize others to do so, and those materials may appear in media, including, without limitation, the Internet or similar electronic media, or be received by prospective customers located anywhere, including within the Territory.

H. You have the right and obligation to diligently and actively solicit and service clients in your Territory. Also, the efficient operation of the System is dependent upon franchisees and other operators of IHeart Caregiver Services Home Care Businesses, including us and our affiliates, complying with our policies regarding intra- and inter-territorial sales and servicing efforts. We have established policies concerning soliciting and/or servicing clients within and outside of a designated territory, or within the territory or area assigned to another franchisee or us or our affiliates (the “**Territory Infringement Policy**”). You must comply with the Territory Infringement Policy. We may modify the Territory Infringement Policy, on a system-wide basis, from time to time, and you must comply with the changed policies. The current Territory Infringement Policy provides, among other things, that:

Any lead from outside of your Territory may only be serviced by you upon IHeart Caregiver Service's written consent. Once that Territory is sold to another franchisee, you may continue to service clients obtained from that Territory prior to the Territory opening. Once the Territory is sold and opened by another franchisee or by us or an affiliate of ours, you will not be able to provide services to any new clients in that Territory.

A franchisee who services a client in a facility such as a hospital, assisted living facility, or other care facility, that at the time the franchisee began servicing the client was in an unassigned Territory, will have the option to continue the service with the client or pass the client, once discharged, on to the franchisee/corporate office whose Territory they reside in. If the franchisee passes on the client to another franchisee, the transferring franchisee will be paid a referral fee that will be agreed upon between both parties.

Marketing outside of your designated Territory is prohibited, especially in another franchisee's Territory. Marketing directly to facilities located within an area covered by IHeart Caregiver Services or its affiliates will only be allowed if IHeart Caregiver Services grants its written consent/approval for such marketing.

For the purposes of this Disclosure Document and the Franchise Agreement, and except as may be modified by us through changes in policies and/or the Operations Manual, references to “client” will mean the person receiving the services of the Franchised Business.

I. The Area Development Agreement will describe a Development Area within which you will establish and operate multiple IHeart Caregiver Franchised Businesses. We will also provide a mandatory development schedule (the “Development Schedule”), which will specify the number of IHeart Caregiver Services Franchised Businesses to be open and continuously operated in the Development Area, and the time frames within which you must open each IHeart Caregiver Services Franchised Business (the “Development Periods”). The size of the Development Area will vary depending on the number of IHeart Caregiver Services Franchised Businesses to be opened and operated and the demographics of the Development Area.

In order to exercise your right to enter into a Franchise Agreement for each IHeart Caregiver Services Franchised Business to be operated under the Area Development Agreement, you must be fully compliant with the terms of the Area Development Agreement and any other agreements with us, our affiliates and our approved and designated suppliers, including the performance requirements set forth in your individual Franchise Agreements and Operations Manual. Each of your existing Franchised Businesses must be meeting the Minimum Annual Revenue requirements for you to be considered for expansion into an additional territory. You may request a one-time, four-month extension to the Development Schedule for a fee of \$8,000 at least 30 days in advance of a deadline under the Development Schedule. The one-time extension for opening a single IHeart Caregiver Services Franchised Business will not affect your deadlines for opening other IHeart Caregiver Services Franchised Businesses under the Franchise Development Schedule. You must otherwise be in full compliance with the terms of the Area Development Agreement and any other agreements with us at the time you request an extension.

If you are an existing franchisee seeking to enter into a new Area Development Agreement, you must be fully compliant with the terms of your Franchise Agreement and any other agreements with us, our affiliates and our approved and designated suppliers, including the performance requirements set forth in your individual Franchise Agreements.

During the term of the Area Development Agreement, so long as you are in compliance with the Area Development Agreement, we will not own or operate, nor grant a third party the right to own and operate IHeart Caregiver Services Franchised Businesses in the Development Area. The reservation of rights discussed above in relation to Territories will also apply to Development Areas under the Area Development Agreements.

Upon the termination or expiration of your Area Development Agreement, your territorial rights in the Development Area will expire and we will be entitled to develop and operate, or to franchise others to develop and operate, IHeart Caregiver Services Businesses, except as may be otherwise provided under any then-effective Franchise Agreement between us and you.

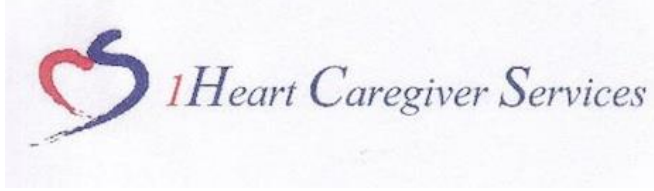


Except as described above, there are no other circumstances that permit us to modify your territorial rights under the Area Development Agreement. You have no right of first refusal or similar rights to acquire additional franchises or establish additional IHeart Caregiver Services Franchised Businesses.

**ITEM 13. TRADEMARKS**


A. We have received a registration of the following Marks on the U.S. Patent and Trademark Office (“USPTO”) Principal Register:

Mark	Registration Number	Registration Date
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	4629892	10/28/2014
	5155256	03/07/2017
1Heart Cares	4813915	09/15/2015
	5011492	August 2, 2016

We have applied for an “intent to use” trademark application for the following Mark with the USPTO:

Mark	Trademark Application Serial Number	Application Date
	Trademark Application Serial No. 97351667	Filing Date - April 7, 2022

B. With regard to the last principal trademark listed above (Trademark Application Serial No. 97351667) we do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses. We know of no effective material determinations of the United States Patent and Trademark Office, Trademark Trial and Appeal Board, or any state trademark administrator; nor any pending infringement, opposition or cancellation proceedings related to any of the Marks.

C. We have timely filed, or intend to timely file, with the USPTO all required affidavits of use and an affidavit of incontestability, when due, for the above Marks and registrations. We know of no federal or state court pending material litigation regarding the user or ownership rights in the Marks.

D. We have a license agreement with Caregiver Services & Home Care, Inc., the owner of the registered trademark “1Heart Business Academy”, to use and sublicense the use of the trademark. The license is perpetual. We will license to you the right to operate your business under the trademark, 1Heart Caregiver Services, which is the principal trademark used to identify our System. You do not receive any rights to the Marks other than the nonexclusive right to use them in the operation of your Franchised Business.

E. 1. While we are not required to defend you against a claim arising from your use of our Marks, we will reimburse you for all of your expenses reasonably incurred in any legal proceeding disputing your authorized

use of any Mark, but only if you notify us of the proceeding in a timely manner and you have complied with our directions with regard to the proceeding.

2. You must immediately notify us when you learn about an infringement of, or challenge to your use of, any Mark, or any claim by any person of any rights in any Marks, and you must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. We will take the action we think appropriate in these situations; we have exclusive control over any settlement or proceeding concerning any Mark. You must take any actions that, in the opinion of our counsel, may be advisable to protect and maintain our interests in any proceeding or to otherwise protect and maintain our interests in the Marks.

3. We have the right to control the defense and settlement of any proceeding. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing your use of any Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

4. If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace equipment, signs, supplies and fixtures, and you must make other modifications we designate as necessary to adapt your Franchised Business for the new or modified Marks. You do not have to spend more than \$25,000 during the initial term of the Franchise Agreement to conform your Franchised Business to changes to the Marks and other System modifications. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

F. We know of no infringing or prior superior uses that could materially affect the use of the Marks in the State of California or any other state in which the Franchised Business is to be located.

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

A. No patents are material to the franchise. We have no pending patent applications that are material to the franchise.

B. We own copyrights in the Confidential Operations Manual, our website, our marketing materials, our IHeart QoL program and other copyrightable items that are part of the System. While we claim copyrights in these and similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

C. We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials.

D. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use.

E. All ideas, concepts, techniques or materials concerning the Franchised Business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so

developed. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

F. We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the “**Confidential Information**”), concerning developing and operating the Franchised Business, including: site selection and territorial criteria; training and operations materials and manuals; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the Franchised Business and providing in-home care to clients; marketing and advertising programs; employee and caregiver recruitment, training, retention programs; knowledge of specifications for and suppliers of operating assets, and other products; any computer software or similar technology which is proprietary to us or the Franchise System, including, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; knowledge of the operating results and financial performance of IHeart Caregiver Services Franchised Businesses other than the Franchised Business; and graphic designs and related intellectual property.

You will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Franchised Business during the Franchise Agreement’s term, and that Confidential Information is proprietary and is disclosed to you only on the condition that you: (1) will not use Confidential Information in any other business or capacity; (2) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Franchise Agreement’s term and after the term for as long as the item is not generally known in the in-home care industry; (3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and (4) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Franchised Business personnel and others and using non-disclosure and non-competition agreements, as allowed by applicable law, with those having access to Confidential Information.

We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those agreements with independent enforcement rights. You are obligated to maintain in your files those executed confidentiality agreements we specify and make them available to us upon request.

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the in-home care industry through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the in-home care industry through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

G. We will loan you during the term of the Franchise Agreement one copy of our Operations Manual, which could include audiotapes, videotapes, compact disks, computer software, other electronic media, information distributed electronically or via the Internet or our extranet (if one is developed) and/or written materials. You must keep your copy of the Operations Manual current and in a secure location at the Franchised Business. If there is a dispute over its contents, our master copy of the Operations Manual controls. The Operations Manual’s contents are confidential, and you may not disclose the Operations Manual to any person other than Franchised Business’ authorized employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you must obtain a replacement copy from us. We may assess you our then applicable printing or copying charge. This charge is for our direct costs and is not related to any value that we place on the Confidential Information.

At our option, we may post some or all the Operations Manual on a restricted online site or extranet to which you will have access. If we do so, you must monitor and access the online site for any updates to the Operations Manual. Any passwords or other digital identifications necessary to access the Operations Manual on an online site will be deemed to be part of Confidential Information.

**ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS**

A. The Franchised Business must always be under the direct, full-time, day-to-day supervision of a designated manager. If you are an individual, we may require you to be the designated manager of the franchise. The owner or designated manager will be responsible and accountable for the growth and development of the Franchised Business; ensuring achievement of the Gross Revenue targets as indicated on Section 2.9.1 of the Franchise Agreement and growing the IHeart Brand in assigned potential referral source accounts.

B. If you are an individual, we may require you to be the designated manager of the franchise. If you are a corporation or other business entity, you will select a designated manager for the franchise, and we may require that the individual you select is an owner of at least 15% of the franchise. The designated manager must attend and satisfactorily complete our initial training program before opening the Franchised Business. If you must replace the designated manager, your replacement must attend and satisfactorily complete our initial training program within 30 days of designation. You or the designated manager shall always keep the Franchised Business open a minimum of 5 days a week 9:00 a.m. to 5:00 p.m. and with an assigned office staff performing human resource functions, staffing, billing and payroll and a front-line field manager performing required sales, field marketing and case management.

C. As described in ITEM 14, certain individuals associated with your Franchised Business, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees and staff, and where allowed by law, may be required to sign nondisclosure and non-competition agreements the same as or like the Nondisclosure and Non-Competition Agreement attached to the Franchise Agreement. All these individuals should not be engaged in a Competitive Business as per the terms of the Nondisclosure and Non-Competition Agreement. We will be a third-party beneficiary with the independent right to enforce the agreements. If you are a corporation or other business entity, anyone who owns a 5% or greater interest in the entity must personally guarantee the performance of all your obligations under the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Unlimited Guaranty and Assumption of Obligations attached to the Franchise Agreement.

D. If at any time the Franchised Business is not being managed by you or your designated manager, we are authorized, but not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on your behalf. Our appointment of a manager of the Franchised Business does not relieve your obligations or constitute a waiver of our right to terminate the Franchise Agreement. We shall not be liable for any debts, losses, costs, or expenses incurred in the operations of your Franchised Business or to any of your creditors for any products, materials, supplies or services purchased by the Franchised Business while it is managed by our appointed manager. We have the right to charge a reasonable fee for management services and to cease to provide management services at any time.

E. Depending on your designated manager's involvement in the Franchised Business and the scope and amount of activity of the Franchised Business, we may require you to hire a Client Care Manager and/or Staffing Coordinator.

The Client Care Manager will be responsible for client assessments, creating plans of care, onboarding clients, and outreach with client referral community. The Staffing Coordinator would be responsible for caregiver recruiting, scheduling, new hire orientation, and training.

**ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

A. You must offer the services and products we specify. You may not sell any services or products that we have not authorized, and you must discontinue offering any services or products that we may disapprove. We may act, including terminating your franchise if you purchase or sell unapproved products or make purchases from unapproved suppliers. Periodically, we may allow certain services or products that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications, and regional or local differences.

B. We may periodically change required or authorized services or products. There are no limits on our right to do so.

**ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreement attached to this Disclosure Document. You should refer to your state’s-specific addendum attached to this Disclosure Document for exceptions to this ITEM 17.**

Provision	Section in Franchise or Other Agreement	Summary
a. Length of franchise term	Section 4.1	The initial term is 10 years with 2 separate 5 year renewals.
b. Renewal or extension of the term	Section 4.2	You may renew for 2 successive renewal terms of 5 years each. If you fail to meet any one of the conditions in (c) below, we may refuse to renew or extend the terms of your Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 4.2, Exhibit 1, Exhibit 5	You may renew the then-current Franchise Agreement if you: have fully complied with the provisions of the Franchise Agreement; have the right to maintain possession of the approved location or an approved substitute location for the term of the renewal; have made capital expenditures as necessary to maintain uniformity with the System; have satisfied all monetary obligations owed to us; are not in default of any provision of the Franchise Agreement or any other agreement with us; have given timely written notice of your intent to renew; sign a current Franchise Agreement, which may have different terms and conditions than your original Franchise Agreement; comply with current training

Provision	Section in Franchise or Other Agreement	Summary
		requirements; and sign a general release in a form the same as or similar to the General Release attached to the Franchise Agreement.
d. Termination by franchisee	Section 16.1	You may terminate the Franchise Agreement if you are in compliance with it and we materially breach it and we fail to begin to cure our breach within 30 days of receiving your written notice.
e. Termination by franchisor without cause	None	
f. Termination by franchisor with cause	Section 16.2	We may terminate the Franchise Agreement only if you default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
g. "Cause" defined-curable defaults	Section 16.2, Exhibit 5	If a default arises from your failure to comply with a mandatory specification in the Franchise Agreement or Confidential Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days of receiving our notice of default, except for the defaults below that require cure in a shorter time and non-curable defaults in (h) below. If a default arises from your failure to maintain insurance, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of your failure to maintain insurance. If a default arises from your failure to make payments due to us, you can avoid termination of the Franchise Agreement if you cure the default within 5 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
h. "Cause" defined- non-curable defaults	Section 16.2, Exhibit 5	We have the right to terminate the Franchise Agreement without giving you an opportunity to cure if you: fail to timely select an approved site for or establish, equip and begin operations of the Franchised Business; fail to have your designated manager satisfactorily complete training; made a material misrepresentation or omission in the application for the franchise; after notice to cure, fail to refrain from activities, behavior or conduct likely to adversely affect the reputation of either party or the Franchised Business; are convicted of or plead no contest to a felony or other crime or offense likely to affect the reputation of either party or the Franchised Business; use the Confidential Operations Manual, Caregiver Services Training Manuals, trade secrets or

Provision	Section in Franchise or Other Agreement	Summary
		<p>other confidential information in an unauthorized manner; if required, fail to have your owners (and members of their immediate families and households), officers, directors, managers, executives, employees and professional staff, and other individuals having access to trade secrets or other confidential information sign nondisclosure and non-competition agreements or, if requested, fail to provide us with copies of all signed nondisclosure and non-competition agreements; abandon the Franchised Business for 5 or more consecutive days; surrender or transfer control of the Franchised Business in an unauthorized manner; fail to maintain the Franchised Business under the supervision of a designated manager following your death or disability; submit reports on 2 or more separate occasions understating any amounts due by more than 3%; are adjudicated bankrupt, insolvent or make a general assignment for the benefit of creditors; misuse or make unauthorized use of the Marks; fail on 2 or more occasions within any 12 months to submit reports or records or to pay any fees due us or any affiliate; violate on 2 or more occasions any health, safety or other laws or operate the Franchised Business in a manner creating a health or safety hazard to customers, employees or the public; take any action reserved to us; fail to comply with applicable law after notice; breach the Franchise Agreement or fail to comply with specifications on 2 or more occasions within any 12 months; or default under any other agreement with us (or an affiliate) so that we (or the affiliate) have the right to terminate the agreement.</p>
<p>i. Franchisee's obligations on termination/non-renewal</p>	<p>Section 17.1</p>	<p>If the Franchise Agreement is terminated or not renewed, you must: stop operating the Franchised Business; stop using any trade secrets, Confidential Information, the System and the Marks; if requested, assign your interest in the franchise location to us; cancel or assign to us any assumed names; pay all sums owed to us including damages and costs incurred in enforcing the Franchise Agreement; return the Confidential Operations Manual, trade secrets and all other Confidential Information; assign your telephone and facsimile numbers to us; comply with the covenants not to compete and any other surviving provisions of the Franchise Agreement.</p>
<p>j. Assignment of contract by franchisor</p>	<p>Section 18.1</p>	<p>There are no restrictions on our right to assign our interest in the Franchise Agreement.</p>

Provision	Section in Franchise or Other Agreement	Summary
k. "Transfer" by franchisee-definition	Section 18.2	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement, the franchise location or the Franchised Business's assets.
l. Franchisor's approval of transfer by franchisee	Section 18.2	You may not transfer your interest in any of the items listed in (k) above without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 18.2, Exhibit 1, Exhibit 5	We will consent to a transfer if: we have not exercised our right of first refusal; all obligations owed to us are paid; you and the transferee have signed a general release in a form the same as or similar to the General Release attached to the Franchise Agreement; the prospective transferee meets our business and financial standards; the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement; you provide us with a copy of all contracts and agreements related to the transfer; you or the transferee pay a transfer fee of \$20,000; the transferee or the owners of transferee have agreed to be personally bound by all provisions of the Franchise Agreement; you have agreed to guarantee performance by the transferee, if requested by us; the transferee has obtained all necessary consents and approvals of third parties; you or all of your equity owners have signed a non-competition agreement in a form the same as or similar to the Nondisclosure and Non-Competition attached to the Franchise Agreement; the transferee has agreed that its designated manager will complete the initial training program before assuming management of the Franchised Business; and the transferee has obtained all necessary types of insurance.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 19	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Franchisor's option to purchase franchisee's Franchised Business	Section 17.4	Except as described in (n) above, we do not have the right to purchase your Franchised Business; however, during the 30-day period after the termination or expiration of the Franchise Agreement, we have the right to purchase any assets of the Franchised Business for fair market value.



Provision	Section in Franchise or Other Agreement	Summary
p. Death or disability of franchisee	Section 18.6	Following the death or incapacity of an owner of the Franchised Business or the death or incapacity of any holder of a legal or beneficial interest in the Franchised Business, your or his or her representative must transfer, subject to the terms of the Franchise Agreement, the individual's interest in the Franchised Business within 180 days of death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 7.3	You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from: attempting to divert any business or customer of the Franchised Business to a competitive business or causing injury or prejudice to the Marks or the System; owning or working for a competitive business.
r. Non-competition covenants after the franchise is terminated or expires	Section 17.2, Exhibit 5	For 2 years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers or professional staff are prohibited from: owning or working for a competitive business operating within 25 miles of the franchise location or within the area of primary responsibility (whichever is greater), or within 25 miles of any other IHeart Caregiver Services Franchised Business; or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us.
s. Modification of the agreement	Sections 9.2, 22.7 and 22.8	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t. Integration/merger clause	Section 22.7, Exhibit 5	Only the terms of the Franchise Agreement are binding. Any other promises may not be enforceable. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.
u. Dispute resolution by arbitration or mediation	Section 23.6, Exhibit 5	Except for claims relating to the Marks, confidential information, trade secrets and covenants not to compete, and subject to state law, all disputes must be arbitrated in Los Angeles, California.

<b>Provision</b>	<b>Section in Franchise or Other Agreement</b>	<b>Summary</b>
v. Choice of forum	Section 23.2, Exhibit 5	Subject to state law, any litigation must be pursued in courts located in Los Angeles, California.
w. Choice of law	Section 23.1, Exhibit 5	Subject to state law, California law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.) and disputes over copyrights will be governed by federal copyright laws of the United States.

**Area Development Agreement**

<b>Provision</b>	<b>Section in Area Development Agreement</b>	<b>Summary</b>
a. Length of franchise term	Section 2.1	The term expires on the earlier of (i) the date for opening the last 1Heart Caregiver Services Franchised Business to be opened under the Development Schedule, or (ii) the date that the last of the 1Heart Caregiver Services Franchised Business is required to be opened pursuant to the Development Schedule.
b. Renewal or extension of the term	Not applicable	
c. Requirements for franchisee to renew or extend	Section 1.4	You may request a one-time, up to 4-month extension to your deadline for opening a single 1Heart Caregiver Services Franchised Business under the Development Schedule of your Area Development Agreement. You must request the extension and pay a \$8,000 extension fee before the deadline for opening a 1Heart Caregiver Services Franchised Business under the Development Schedule. The one-time extension for opening a single 1Heart Caregiver Services Franchised Business will not affect your deadlines for opening other 1Heart Caregiver Services Franchised Businesses under the Franchise Development Schedule.
d. Termination by franchisee	Not applicable	
e. Termination by franchisor without cause	Not applicable	
f. Termination by franchisor with cause	Sections 12.1, 12.2	We can terminate only if you default under the Area Development Agreement.

Provision	Section in Area Development Agreement	Summary
g. "Cause" defined-curable defaults	Sections 12.1, 12.2, Schedule C	Defaults that can be cured include: misuse of the IHeart Caregiver Services System or Marks that impair their goodwill; attempted transfer in violation of the Area Development Agreement; your failure to perform any obligation under the Area Development Agreement; failure to obtain Franchisor's prior written approval where required under the Area Development Agreement; your failure to perform any obligation under any Franchise Agreement for a IHeart Caregiver Services Business within your Development Area, regardless of whether or not such Franchise Agreement is terminated as a result of such default; your failure to comply with applicable laws and regulations within 10 days of receiving notice of such non-compliance; and failure by your executor to comply with provisions (b) or (d) of Section 9.5 of the Area Development Agreement.
h. "Cause" defined- non-curable defaults	Sections 12.1, 12.2, Schedule C	Non-curable defaults include: failure to meet the Development Schedule; failure to complete initial training program; assignment for benefit of creditors; material misrepresentation relating to acquisition of the Development Rights or any of the franchises granted under any Franchise Agreement, or conduct reflecting materially and unfavorably on the operation and reputation of Franchisee's business or the IHeart Caregiver Services System; seizure or foreclosure of any part of your business or any IHeart Caregiver Services business; you admit your inability to pay obligations as they become due; appointment of a receiver over your assets; levy or execution on the rights granted under the Area Development Agreement or any property used in your IHeart Caregiver Services Business; filing by you of a petition in bankruptcy or your naming as a debtor in a bankruptcy proceeding; your conviction of a felony or any other crime involving moral turpitude; you default under Section 12.2 after 2 previous defaults which have not been cured after notice within the preceding 12 months; and your death without an election by your heirs or executor to sell and transfer the IHeart Caregiver Services Business as provided in Section 9.5 of the Area Development Agreement.

<b>Provision</b>	<b>Section in Area Development Agreement</b>	<b>Summary</b>
i. Franchisee's obligations on termination/non-renewal	Article 13	Obligations include cessation of any attempts to develop sites for 1Heart Caregiver Services businesses; cessation of holding yourself out as an authorized representative of 1Heart Caregiver Services; pay to 1Heart Caregiver Services all sums due and owing to 1Heart Caregiver Services or any affiliate of 1Heart Caregiver Services; and comply with all other obligations upon termination in the Area Development Agreement.
j. Assignment of contract by franchisor	Section 9.1	No restriction on our right to assign to any party assuming our obligations under the Area Development Agreement.
k. "Transfer" by franchisee-definition	Section 9.2	Includes any sale, assignment, transfer, pledge or encumbrance of the Area Development Agreement, the Development Rights, the franchise granted under the Area Development Agreement or any ownership interest in the Franchise.
l. Franchisor's approval of transfer by franchisee	Section 9.2	We have the right to approve all transfers but will not unreasonably withhold approval.

Provision	Section in Area Development Agreement	Summary
m. Conditions for franchisor approval of transfer	Sections 9.2 and 9.3, Schedule C	<p>You have opened at least one IHeart Caregiver Services Franchised Business in accordance with the Development Schedule and are in full compliance with the Development Schedule; the Franchise Agreements for all IHeart Caregiver Services Franchised Businesses within the Development Area owned and operated by Franchisee are similarly assigned; you have paid all of your monetary obligations to us and satisfied all other obligations to us; your right to receive payment for any interest in the Franchise or in the Development Rights are made subordinate to our right to receive all outstanding monetary obligations; you sign a release of all claims against IHeart Caregiver Services; new transferee franchisee signs assumption of your obligations; new transferee franchisee meets our qualifications; transferee franchisee executes the then current form of the IHeart Caregiver Services form of the Area Development Agreement and any other required ancillary agreements; transferee franchisee and its managers complete the training courses then in effect for new franchisees; and the then current transfer fee for new franchises under the then current form of Franchise Agreement has been paid.</p> <p>However, if the proposed transfer is to a business entity solely for the convenience of ownership, then IHeart Caregiver Services' consent is conditioned on the following requirements: transferee business entity is newly organized and is confined solely to the Development Business; you own all stock in the transferee business entity; stock certificates are endorsed with legend provided in Section 9.3(d) of the Area Development Agreement; copies of organizational documents are provided to IHeart Caregiver Services for approval prior to transfer; and name of business entity does not contain the marks or variations thereof.</p>
n. Franchisor's right of first refusal to acquire franchisee's business	Sections 9.4 and 2.2	<p>If you decide to sell, transfer or assign any right or interest under the Area Development Agreement and/or the Development Rights granted therein, IHeart Caregiver Services will have the right to purchase such rights or interests for the price and on the terms and conditions contained in a bona fide, signed, written offer from a third-party purchaser.</p>

Provision	Section in Area Development Agreement	Summary
o. Franchisor's option to purchase franchisee's Franchised Business	Not applicable	
p. Death or disability of franchisee	Section 9.5	Executor must notify us within 30 days of death, disability or election to transfer; the executor must retain a manager approved by us to manage and operate the Franchisee's business from the date of this election until the date of the transfer; transfer is subject to usual conditions of transfer; and the Area Development Agreement must be transferred by estate to approved franchisee within 6 months after your death or disability.
q. Non-competition covenants during the term of the franchise	Section 10.1	No involvement in competing business. You must also require each partner, shareholder, and member to sign a non-competition agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 13.3, Schedule C	No competing business for 2 years within the Development Area, within a radius of 25 miles from any 1Heart Caregiver Services Franchised Business developed under the Area Development Agreement or within 25 miles from the boundary of the Development Area, or within a radius of 25 miles from the premises of any other 1Heart Caregiver Services business.
s. Modification of the agreement	Section 16.1	No modifications generally unless in writing signed by both parties.
t. Integration/merger clause	Section 16.1, Schedule C	Only the terms of the Area Development Agreement are binding (subject to state law). Any other promises may not be enforceable, except that the representations made in the Disclosure Document are not excluded from that on which you may rely.
u. Dispute resolution by arbitration or mediation	14.1 and 14.2, Schedule C	First mediation and then binding arbitration before the AAA at Los Angeles, California. Nothing precludes 1Heart Caregiver Services' right to seek injunctive relief before any court of competent jurisdiction.
v. Choice of forum	Section 14.4, Schedule C	Subject to state law, any litigation must be pursued in courts located in Los Angeles, California.

<b>Provision</b>	<b>Section in Area Development Agreement</b>	<b>Summary</b>
w. Choice of law	Section 16.3, Schedule C	California law applies.

## **ITEM 18. PUBLIC FIGURES**

We do not presently use any public figures to promote our franchise.

## **ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS**

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

### **BACKGROUND**

This item sets forth certain financial performance data pertaining to the total of all revenues from the operation of our affiliate office, Caregiver Services & Homecare Inc., whether received in cash or credit for the period of January 1, 2017 through December 31, 2022. Note that Caregiver Services & Homecare Inc. and its predecessor California Medical Resources dba IHeart Caregiver Services has been operating this business since 2004. During the period represented by Table 1 below, Caregiver Services & Homecare, Inc. had three (3) marketing area managers, one located in the San Fernando Valley area of California, one in the Long Beach-Los Angeles areas of California and one in Pasadena-Glendale, California. Therefore, during 2017 through 2022 it had a geographic territory and population base that was approximately two (2) to three (3) times the size of what is expected to be a franchisee’s Territory.

Written substantiation of the data used in preparing this information will be made available upon reasonable request.

Table 1. **Total Sales per Quarter**

<b>Year</b>	<b>1<sup>st</sup> Quarter Total Sales</b>	<b>2<sup>nd</sup> Quarter Total Sales</b>	<b>3<sup>rd</sup> Quarter Total Sales</b>	<b>4<sup>th</sup> Quarter Total Sales</b>	<b>Year Total</b>
<b>2022</b>	\$935,481.60	\$817,737.15	\$804,143.31	\$723,596.55	<b>\$3,280,958.61</b>
<b>2021</b>	\$763,378.92	\$764,245.10	\$907,857.53	\$1,118,423.85	<b>\$3,553,905.40</b>
<b>2020</b>	\$548,025.77	\$519,827.32	\$835,004.00	\$886,774.18	<b>\$2,789,631.27</b>

<b>2019</b>	\$575,850.23	\$566,144.69	\$593,401.65	\$537,957.82	<b>\$2,273,354.39</b>
<b>2018</b>	\$419,265.49	\$ 380,832.87	\$ 490,827.19	\$ 570,734.98	<b>\$ 1,861,660.53</b>
<b>2017</b>	\$ 437,729.99	\$ 467,090.21	\$ 442,495.20	\$ 429,409.29	<b>\$ 1,776,724.69</b>

Notes:

1. Sales refer to all caregiving services billed and paid by the client.
2. Each “Quarter” in this report is defined as a period of three months per calendar year. In the table provided above, the First Quarter pertains to the months of January, February and March. Second Quarter pertains to April, May and June. Third Quarter pertains to July, August and September. Fourth Quarter pertains to October November and December. Quarterly Sales is the sum of each month’s billed amount to active clients.

**Table No. 2 – Franchised 1Heart Caregiver Services Businesses: 2019 through 2022 Gross Revenue**

Presented below are the gross revenue and gross margin percentage figures for some of our franchised 1Heart Caregiver Services Businesses from 2019 through 2022. Please carefully read all the information in this Item 19, and all the notes following the table, in conjunction with your review of the historical data.

The information below contains data for certain franchised 1Heart Caregiver Services Businesses that have been operating for at least 12 months. The results from franchised 1Heart Caregiver Services Businesses that did not complete 12 months of operations in the years 2019 - 2022 are not included in the table below; please see the notes that follow for an explanation.

<b>Franchised 1Heart Caregiver Services Businesses: 2019 Gross Revenue</b>	
Number of Franchised Businesses	4
Range of Gross Revenue	\$383,106 – \$1,141,859
Average Annual Gross Revenue	\$700,856
Median Annual Gross Revenue	\$639,230
Number of Franchised Businesses Greater Than	2 (50%)
<b>Franchised 1Heart Caregiver Services Businesses: 2020 Gross Revenue</b>	
Number of Franchised Businesses	5
Range of Gross Revenue	\$242,150 - \$1,027,362
Average Annual Gross Revenue	\$687,960
Median Annual Gross Revenue	\$786,286
Number of Franchised Businesses Greater Than Average	3
<b>Franchised 1Heart Caregiver Services Businesses: 2021 Gross Revenue</b>	
Number of Franchised Businesses	7
Range of Gross Revenue	\$27,237 - \$2,050,191
Average Annual Gross Revenue	\$952,447
Median Annual Gross Revenue	\$751,409



Number of Franchised Businesses Greater Than Average	3
<b>Franchised 1Heart Caregiver Services Businesses: 2022 Gross Revenue</b>	
Number of Franchised Businesses	10
Range of Gross Revenue	\$3,596 - \$2,706,737
Average Annual Gross Revenue	\$1,024,705
Median Annual Gross Revenue	\$557,406
Number of Franchised Businesses Greater Than Average	4

<b>Franchised 1Heart Caregiver Services Businesses: 2022 Gross Margin Percentage</b>	
Number of Franchised Businesses	10
Range of Gross Margin Percentages	16% - 32%
Average Gross Margin Percentage	24.50%
Median Gross Margin Percentage	26.50%
Number of Franchised Businesses Greater Than Average Gross Margin Percentage	6

Explanations and Notes:

**“Gross Revenue”** – Except as noted above, this represents the actual gross revenue for each franchised business in the sample for the period of either January 1, 2019 to December 31, 2019, January 1, 2020 to December 31, 2020, January 1, 2021 to December 31, 2021, or January 1, 2022 – December 31, 2022 as reported by our franchisees to us. Included in gross revenue are all revenues from the offer and sales of all services (and products) to customers and clients of each franchised business in the sample.

The gross revenue and gross margin percentage figures are compiled by using sales and caregiver wages that are reported to us by franchisees.

**“Average Annual Gross Revenue”** – is the total Gross Revenue for the franchised 1Heart Caregiver Services Businesses in the sample, divided by the number of franchised 1Heart Caregiver Services Businesses in the sample.

**“Average Gross Margin Percentage”** – is the total Gross Margin Percentages for the franchised 1Heart Caregiver Services Businesses in the sample, divided by the number of franchised 1Heart Caregiver Services Businesses in the sample.

**“Gross Margin Percentage”** – is calculated as follows:  $(\text{Gross Revenue of Franchised Business} - (\text{Franchised Business' Caregiver wages} + 30\% \text{ payroll burden})) / \text{Gross Revenue of Franchised Business}$ .

**“Median Annual Gross Revenue”** – is the Annual Gross Revenue figure for which one-half of the sample had Gross Revenue greater than this figure, and one-half of the sample had less than the figure.

**“Median Gross Margin Percentage”** – is the Gross Margin Percentage figure for which one-half of the sample had a Gross Margin Percentage greater than this figure, and one-half of the sample had less than the figure.

This Item 19 presents information for each of the franchised 1Heart Caregiver Services Businesses that have been in operation more than twelve (12) months. To avoid any skewing of data due to seasonality, revenues that may be generated from grand opening advertising or promotion, or effects (positive or negative) from start-up operations,

the sample includes only franchisees who were operating during the entire 2019, 2020, 2021 or 2022 calendar years and who were also operating for at least 12 months. In 2019, two (2) franchised businesses that were operating during the year were not included in the 2019 Gross Revenue table above, because one franchised business was terminated before the end of the year and one franchised business had not been operating for twelve (12) months as of December 31, 2019. As a result, the data in the 2019 Gross Revenue table above includes a total of four (4) franchised businesses for the 2019 calendar year. In 2020, three (3) franchised businesses that were operating during the year were not included in the 2020 Gross Revenue table above, because they had not been operating for twelve (12) months as of December 31, 2020. As a result, the data in the 2020 Gross Revenue table above includes a total of five (5) franchised businesses for the 2020 calendar year. In 2021, four (4) franchised businesses that were operating during the year were not included in the 2021 Gross Revenue table above, because one franchised business was reacquired by the franchisor before the end of the year and three (3) franchised businesses had not been operating for twelve (12) months as of December 31, 2021. As a result, the data in the 2021 Gross Revenue table above includes a total of seven (7) franchised businesses for the 2021 calendar year. In 2022, three (3) franchised businesses that were operating during the year were not included in the 2022 Gross Revenue table above, because these businesses had not been operating for twelve (12) months as of December 31, 2022. As a result, the data in the 2022 Gross Revenue and 2022 Gross Margin Percentage tables above include a total of ten (10) franchised businesses for the 2022 calendar year. Note that as of December 31, 2022, of the ten (10) franchised businesses 2 franchised businesses had been in operation more than 12 months but less than 24 months, 3 of the franchised businesses had been in operation for more than 24 months but less than 36 months, 1 had been in operation for more than 36 months but less than 48 months, 1 had been in operation for more than 60 months but less than 72 months, 2 had been in operation for more than 72 months but less than 84 months and 1 had been in operation for more than 84 months. We have found that length of operation has a bearing on the results of a franchised business due to the recurring nature of the clients and revenues from the business. From the period January 1, 2019 to December 31, 2022, no 1Heart Caregiver Services Businesses closed after being open less than twelve (12) months.

The financial performance representation does not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your 1Heart Caregiver Services Business. Franchisees or former franchisees, listed in Exhibit G and Exhibit H of this Franchise Disclosure Document, may be one source of this information.

\* \* \*

**Some franchised businesses have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.**

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Belina Calderon-Nernberg, CEO, at 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356, (844) 814-3278, and the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20. OUTLETS AND FRANCHISEE INFORMATION**

**A. Table No. 1**

<b>SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2020 TO 2022</b>				
<b>Outlet Type</b>	<b>Year</b>	<b>Outlets at the Start of the Year</b>	<b>Outlets at the End of the Year</b>	<b>Net Change</b>
Franchised	2020	5	8	3
	2021	8	10	2
	2022	10	13	3
Company Owned	2020	1	2	1
	2021	2	3	1
	2022	3	3	0
TOTAL OUTLETS	2020	6	10	4
	2021	10	13	3
	2022	13	16	3

\* This chart includes both franchised and company-owned IHeart Caregiver Services Franchise Business.

**B. Table No. 2**

<b>TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2010 TO 2022</b>		
<b>State</b>	<b>Year</b>	<b>Number of Transfers</b>
California	2020	1
	2021	0
	2022	0
Total*	2020	1
	2021	0
	2022	0

\* Please see Exhibit H of this FDD for franchisees who had an outlet terminated, cancelled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.

**Table No. 3**

<b>STATUS OF FRANCHISE OUTLETS FOR YEARS 2020 TO 2022</b>								
<b>State</b>	<b>Year</b>	<b>Outlets at Start of Year</b>	<b>Outlets Opened</b>	<b>Terminations</b>	<b>Non-Renewals</b>	<b>Reacquired by Franchisor</b>	<b>Ceased Operations – Other Reasons</b>	<b>Outlets at End of the Year</b>
California	2020	4	3	0	0	0	0	7
	2021	7	3	0	0	1	0	9
	2022	9	3	0	0	0	0	12
Nevada	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Total*	2020	5	3	0	0	0	0	8
	2021	8	3	0	0	1	0	10
	2022	10	3	0	0	0	0	13

\* Please see Exhibit H of this FDD for franchisees who had an outlet terminated, cancelled, not renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise System.

**Table No. 4**

<b>STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2020 TO 2022</b>							
<b>State</b>	<b>Year</b>	<b>Outlets at Start of Year</b>	<b>Outlets Opened</b>	<b>Outlets Reacquired From Franchisee</b>	<b>Outlets Closed</b>	<b>Outlets Sold to Franchisee</b>	<b>Outlets at End of the Year</b>
California	2020	1	1	0	0	0	2
	2021	2	0	1	0	0	3
	2022	3	0	0	0	0	3
Total	2020	1	1	0	0	0	2
	2021	2	0	1	0	0	3
	2022	3	0	0	0	0	3

**C. Table No. 5**

<b>PROJECTED OPENINGS AS OF DECEMBER 31, 2022</b>			
<b>State</b>	<b>Franchise Agreements Signed But Outlet Not Yet Opened</b>	<b>Projected New Franchised Outlets In The Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
California	7	9	0
Nevada	1	1	0
Total*	8	10	0

\* We project the opening of ten (10) IHeart Caregiver Services Franchised Businesses during our fiscal year ending December 31, 2023.

D. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with a IHeart Caregiver Services Franchised Business. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

E. Currently, we have no trademark-specific franchise organization associated with the franchise system being offered.

**ITEM 21. FINANCIAL STATEMENTS**

Attached as Exhibit F are our audited financial statements for the period January 1, 2020 through December 31, 2022.

Our fiscal year end is December 31.

**ITEM 22. CONTRACTS**

The IHeart Caregiver Services Franchise Agreement (with exhibits) is attached to this Disclosure Document as Exhibit C.

The IHeart Caregiver Services General Release is attached to the Franchise Agreement as Exhibit 1.

The IHeart Caregiver Services Nondisclosure and Non-Competition Agreement is attached to the Franchise Agreement as Exhibit 2.

The IHeart Caregiver Services Unlimited Guaranty and Assumption of Obligations is attached to the Franchise Agreement as Exhibit 3.

The Multi-State Addenda is attached to the Franchise Agreement as Exhibit 5.

The IHeart Caregiver Services Area Development Agreement is attached to this Disclosure Document as Exhibit D.

The IHeart Caregiver Services Franchise Development Schedule is attached to the Area Development Agreement as Schedule A.

The Guaranty and Assumption of Obligations is attached to the Area Development Agreement as Schedule B.

The Multi-State Addenda is attached to the Area Development Agreement as Schedule C.

The General Release is attached to the Area Development Agreement as Schedule D.

We provide no other contracts or agreements for your signature.

**ITEM 23.    RECEIPTS**

Our copy and your copy of the Disclosure Document Receipts are located on the last 2 pages of this Disclosure Document.

**EXHIBIT A**

**LIST OF ADMINISTRATORS**

We intend to register this Disclosure Document as a “franchise” in some or all of the following states, in accordance with the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<p><b>CALIFORNIA</b>          Commissioner of Financial Protection and Innovation          Department of Financial Protection and Innovation          320 West Fourth Street, Suite 750          Los Angeles, California 90013-2344          (213) 576-7500          (866) 275-2677 (toll free)</p>	<p><b>MARYLAND</b>          Office of the Attorney General          Securities Division          200 St. Paul Place          Baltimore, Maryland 21202-2020          (410) 576-6360</p>
<p><b>HAWAII</b>          Commissioner of Securities of the State of Hawaii          Department of Commerce and Consumer Affairs          Business Registration Division          Securities Compliance Branch          335 Merchant Street, Room 203          Honolulu, Hawaii 96813          (808) 586-2722</p>	<p><b>MICHIGAN</b>          Consumer Protection Div., Franchise Section          Attn: Kathryn A. Barron          G. Mennen Williams Building, 7th Floor          525 W. Ottawa St.          P.O. Box 30212          Lansing, MI 48909          (517) 373-7117</p>
<p><b>ILLINOIS</b>          Office of the Attorney General          Franchise Bureau          500 South Second Street          Springfield, Illinois 62706          (217) 782-4465</p>	<p><b>MINNESOTA</b>          Commissioner of Commerce          Department of Commerce          85 7<sup>th</sup> Place East, Suite 500          St. Paul, Minnesota 55101          (651) 296-4026</p>
<p><b>INDIANA</b>          Secretary of State          Franchise Section          302 West Washington, Room E-111          Indianapolis, Indiana 46204          (317) 232-6681</p>	<p><b>NEW YORK</b>          Attention: Barbara Lasoff          Office of the New York State Attorney General          Investor Protection Bureau          Franchise Section          120 Broadway, 23rd Floor          New York, NY 10271-0332          (212) 416-8236 Phone          (212) 416-6042 Fax</p>
<p><b>NORTH DAKOTA</b>          North Dakota Securities Department          600 E. Boulevard Avenue, State Capitol          Fifth Floor, Dept. 414          Bismarck, North Dakota 58505-0510          (701) 328-2910</p>	<p><b>VIRGINIA</b>          Director, Securities and Retail Franchising Div.          State Corporation Commission          1300 East Main Street          Richmond, Virginia 23219          (804) 371-9051</p>

<p><b>RHODE ISLAND</b>  Department of Business Regulation  Securities Division  Building 69-1, First Floor  John O. Pastore Center  1511 Pontiac Avenue  Cranston, Rhode Island 02920  (401) 462-9527</p>	<p><b>WASHINGTON</b>  Department of Financial Institutions  General Administration Building  Securities Division – 3<sup>rd</sup> Floor  150 Israel Road, S.W.  Tumwater, Washington 98501  (360) 902-8760</p>
<p><b>SOUTH DAKOTA</b>  Department of Labor and Regulation  Division of Securities  124 S. Euclid, Suite 104  Pierre SD 57501-3185  (605) 773-4823</p>	<p><b>WISCONSIN</b>  Office of the Commissioner of Securities  4822 Madison Yards Way, North Tower  Madison, Wisconsin 53705  (608) 261-9555</p>



## EXHIBIT B

### AGENTS FOR SERVICE OF PROCESS

We intend to register this Disclosure Document as a “franchise” in some or all the following states, in accordance with the applicable state law. If we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

<b>CALIFORNIA</b> Commissioner of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (213) 576-7500 (866) 275-2677 (toll free)	<b>MARYLAND</b> Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360
<b>HAWAII</b> Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722	<b>MICHIGAN</b> Dept. of Energy, Labor, & Economic Growth Corporations Division P.O. Box 30054 Lansing, Michigan 48909 7150 Harris Drive Lansing, Michigan 48909 (517) 373-7117
<b>ILLINOIS</b> Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	<b>MINNESOTA</b> Commissioner of Commerce 85 7 <sup>th</sup> Place East, Suite 500 St. Paul, Minnesota 55101 (612) 296-4026
<b>INDIANA</b> Indiana Secretary of State 201 State House Indianapolis, Indiana 46204 (317) 232-6681	<b>NEW YORK</b> New York State Department of State Division of Corporations Second Floor 41 State Street Albany, New York 12231
<b>NORTH DAKOTA</b> North Dakota Securities Commissioner 600 E. Boulevard Avenue, State Capitol Fifth Floor Bismarck, North Dakota 58505-0510	<b>VIRGINIA</b> Clerk of the State Corporation Commission 1300 East Main Street Richmond, Virginia 23219 (804) 371-9733
<b>RHODE ISLAND</b> Director of Department of Business Regulation Department of Business Regulation Securities Division John O. Pastore Complex – 69-1 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527	<b>WASHINGTON</b> Director of Department of Financial Institutions General Administration Building Securities Division – 3 <sup>rd</sup> Floor 150 Israel Road, S.W. Tumwater, Washington 98501 (360) 902-8760

<b>SOUTH DAKOTA</b> Department of Labor and Regulation Division of Securities 124 S. Euclid, Suite 104 Pierre SD 57501-3185 (605) 773-4823	<b>WISCONSIN</b> Commissioner of Securities Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 261-9555
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**EXHIBIT C TO THE DISCLOSURE DOCUMENT**

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**1HEART CAREGIVER SERVICES**

**FRANCHISE AGREEMENT**

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**EXHIBITS**

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4. HOLDERS OF LEGAL OR BENEFICIAL INTEREST IN FRANCHISEE; OFFICERS; DIRECTORS
5. MULTI-STATE ADDENDA



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# 1Heart Caregiver Services

## FRANCHISE AGREEMENT

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This Franchise Agreement made this \_\_\_\_ day in the month of \_\_\_\_\_, 20\_\_\_\_, is by and between 1HCS Franchising LLC dba 1Heart Caregiver Services, a California limited liability company, having its principal place of business at 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356 (“Franchisor”), and \_\_\_\_\_, an individual/partnership/corporation/limited liability company established in the State of \_\_\_\_\_ and whose principal address is \_\_\_\_\_ (“Franchisee”).

### WITNESSETH:

WHEREAS, Franchisor and its Affiliate\* have developed, and are in the process of further developing, a System identified by the trademark “1Heart Caregiver Services” and relating to the establishment and operation of a non-medical home care agency, referred to as “1Heart Caregiver Services” and

WHEREAS, in addition to the trademark “1Heart Caregiver Services” and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies, techniques and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a 1Heart Caregiver Services Franchised Business using the System and the Marks; and

WHEREAS, Franchisee desires to operate a 1Heart Caregiver Services Franchised Business, has applied for the Franchise and such application has been approved by Franchisor in reliance upon all of the representations made herein and therein; and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, operations and service and the necessity of operating the franchised business in strict conformity with Franchisor’s System.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

### 1. DEFINITIONS

Whenever used in this Agreement, the following words and terms have the following meanings:

“**1Heart Caregiver Services Franchised Business**” means a non-medical homecare agency specializing in caregiving services to the elderly and other adults who do not need nursing home care but do require some assistance in meeting their healthcare needs that operates under the System and the Marks.

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\*Capitalized terms not otherwise defined are defined in Section 1.

**“Affiliate”** means any business entity that controls, is controlled by, or is under common control with Franchisor;

**“Agreement”** means this agreement entitled “1Heart Caregiver Services Franchise Agreement” and all instruments supplemental hereto or in amendment or confirmation hereof;

**“Approved Location” or “Franchised Business Facility”** means the site for the operation of the Franchised Business selected by Franchisee and approved in writing by Franchisor;

**“Approved Supplier(s)”** is defined in Section 13.1;

**“Competitive Business”** means any business that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) in-home care services the same as or similar to those provided by 1Heart Caregiver Services Franchised Businesses or in which Trade Secrets or other Confidential Information could be used to the disadvantage of Franchisor, any Affiliate or its other franchisees; provided, however, that the term “Competitive Business” shall not apply to (a) any business operated by Franchisee under a Franchise Agreement with Franchisor, or (b) any business operated by a publicly-held entity in which Franchisee owns less than a five percent (5%) legal or beneficial interest;

**“Confidential Information”** means technical and non-technical information used in or related to 1Heart Caregiver Services Franchised Businesses and not commonly known by or available to the public, including, without limitation, Trade Secrets and any other information identified or labeled as confidential when delivered by Franchisor. Confidential Information shall not include, however, any information that: (a) is now or subsequently becomes generally available to the public through no fault of Franchisee; (b) Franchisee can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (c) is independently developed without the use of any Confidential Information; or (d) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information;

**“Confidential Operations Manual”** means the 1Heart Caregiver Services Confidential Operations Manual, whether in paper or electronic form, and any other items as may be provided, added to, changed, modified or otherwise revised by Franchisor from time to time that contain or describe the standards, methods, procedures and specifications of the System, including other operations, administration and managers’ manuals and all books, computer programs, password-protected portions of an Internet site, pamphlets, memoranda and other publications prepared by, or on behalf of, Franchisor;

**“Cooperative Advertising”** means the combined advertising program of two (2) or more franchisees established within a common market that Franchisor may require for 1Heart Caregiver Services Franchised Businesses within a particular region;

**“Designated Area”** is defined in Section 2.3;

**“Designated Manager”** means the individual designated by Franchisee as having primary responsibility for managing the daily affairs of the Franchised Business. If Franchisee is a legal business entity, (such as a corporation, partnership, or any other business entity), Franchisor may, in its sole discretion, require that the Designated Manager own at least fifteen percent (15%) of the equity in Franchisee, and if Franchisee is an individual and not a legal business entity, Franchisor may, in its sole discretion, require that the Designated Manager be the Franchisee;

**“Effective Date”** means the date on which Franchisor and Franchisee fully execute this Agreement, thereby commencing its effectiveness and term;

**“Electronic Depository Transfer Account”** means an account established at a national banking institution approved by Franchisor and providing Franchisor with access to electronically withdraw any funds due Franchisor;

**“Franchise”** means the right granted to Franchisee by Franchisor to use the System and the Marks;

**“Franchise Fee”** is defined in Section 3;

**“Franchised Business”** means the 1Heart Caregiver Services Franchised Business to be established and operated by Franchisee pursuant to this Agreement;

**“Franchisee”** means the individual or entity defined as “Franchisee” in the introductory paragraph of this Agreement;

**“Franchisor”** means IHCS Franchising LLC dba 1Heart Caregiver Services;

**“Franchisor Indemnities”** has the meaning given to such term in Section 21.3;

**“Generally Accepted Accounting Principles” or “GAAP”** means the standards, conventions and rules accountants follow in recording and summarizing transactions, and in the preparation of financial statements;

**“Gross Revenue”** means all revenue that you bill/invoice (whether or not collected), plus all other amounts you derive, from operating the Franchised Business, including all services and products sold, all amounts that you charge, invoice, or receive at or away from the Approved Location, and whether from cash, check, credit and debit card, barter exchange, trade credit, or other credit transactions, but excluding (a) any revenue Franchisee remits to a customer or property owner or collection agency that Franchisee is contractually obligated to remit, (b) any chargeback fees Franchisee pays to a collection agency, (c) any sales and equivalent taxes that are collected by Franchisee for or on behalf of any governmental taxing authority and paid thereto, and (d) any rebate received by Franchisee from a manufacturer or supplier;

**“Gross Revenue Reports”** has the meaning give to such term in Section 12.2;

**“Incapacity”** means the inability of Franchisee, or any holder of a legal or beneficial interest in Franchisee, to operate or oversee the operation of the Franchised Business on a regular basis by reason of any continuing physical, mental or emotional condition, chemical dependency or other limitation;

**“Internet”** means any one (1) or more local or global interactive communications media that is now available, or that may become available, including sites and domain names on the World Wide Web;

**“Local Advertising”** has the meaning given to such term in Section 11.1;

**“Marketing Fund”** has the meaning given to such term in Section 11.2;

**“Marketing Fund Contribution”** has the meaning given to such term in Section 11.2;

“**Marks**” means the trade name or trademark “1Heart Caregiver Services” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as Franchisor may designate to be used in connection with 1Heart Caregiver Services Franchised Businesses;

“**Royalty Fee**” has the meaning given to such term in Section 3.2;

“**System**” means the uniform standards, methods, procedures and specifications developed by Franchisor and as may be added to, changed, modified, withdrawn or otherwise revised by Franchisor for the operation of 1Heart Caregiver Services Franchised Businesses;

“**Territory**” has the meaning given to such term in Section 2.4; and

“**Trade Secrets**” means information in any form (including, but not limited to, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in 1Heart Caregiver Services Franchised Businesses that is not commonly known by or available to the public and that information: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertained by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## **2. GRANT OF FRANCHISE; APPROVED LOCATION**

### **2.1 Grant**

Franchisor hereby grants to Franchisee, and Franchisee undertakes and accepts, upon the terms and conditions herein contained, a revocable, limited license to operate one (1) 1Heart Caregiver Services Franchised Business using the System and Marks.

### **2.2 Approved Location**

The street address (or detailed description of the premises) of the Approved Location for the facility for the operation of the Franchised Business (“Franchised Business Facility”) is:

### **2.3 Approved Location Not Determined**

If the Approved Location for the Franchised Business Facility/office is determined as of the Effective Date, then this Section shall be inapplicable. If the Approved Location of the Franchised Business Facility is not determined as of the Effective Date, then the geographic area in which the Franchised Business Facility is to be located shall be within the geographic area described below (“Designated Area”). Franchisee shall select and submit possible sites for Franchisor’s evaluation in accordance with Section 5.1. When the Approved Location is determined, its address shall be inserted into Section 2.2, shall be initialed and dated by Franchisee and Franchisor and the Designated Area shall lapse. The failure to insert such address into Section 2.2, shall not automatically affect the enforceability of this Agreement. The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. A detailed description of the geographic area or boundaries of the Designated Area is:

\_\_\_\_\_  
\_\_\_\_\_.

**2.4 Territory**

Franchisee will receive an exclusive territory designated by specific zip codes. Franchisee’s territory will include population base of at least 350,000 to 400,000. Franchisee shall receive a territory called the Territory to be mutually agreed upon by Franchisor and Franchisee and depicted in the map in Section 2.5 below. Franchisee will operate the Franchised Business within the designated Territory and shall limit all direct marketing, advertising, and business activities within such area, as stated in Section 2.8. If this Agreement is in full force and effect and Franchisee is not in default under any of the terms hereof, Franchisor shall not limit or alter the boundaries of Franchisee’s Territory. Franchisee’s rights in the Territory are subject to Franchisor’s rights articulated in Section 2.7. Franchisee shall be solely responsible for the assigned potential referral source accounts conducting regular field marketing activities and promotions aimed at growing the 1Heart Caregiver Services brand with each potential account.

**2.5 Map and Description of Territory**

The Territory shall be defined by and exist within the following zip codes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**2.6 Sub-franchising/Agents**

Franchisee shall not sublicense the use of the System or Marks to any person or entity. Except as permitted in Section 18, Franchisee shall not grant any person or entity the right to perform any part of Franchisee’s rights or obligations licensed hereunder.

**2.7 Franchisor’s Rights**

Franchisee acknowledges that except to the extent provided in Section 2.4 above, Franchisor expressly retains all rights and discretion with respect to the Marks and System, including the right to:

establish, own or operate, and license others to establish, own or operate, 1Heart Caregiver Services Franchised Businesses outside of the Territory as Franchisor deems appropriate;

establish, own or operate, and license others to establish, own or operate other businesses under other systems using other trademarks at locations inside and outside of the Territory;

purchase or otherwise acquire the assets or controlling ownership of one (1) or more businesses identical or similar to the Franchised Business (and/or acquire franchise, license and/or similar agreements for such businesses), some or all of which may be located anywhere, including within the Territory. If Franchisor purchases or acquires franchises or licenses, Franchisor may, in its sole discretion, act as franchisor or licensor with respect to such franchisees or licensees wherever located, pursuant to the individual franchise or license agreement(s) between Franchisor and such

franchisee(s) or licensee(s). If Franchisor purchases or acquires such businesses within the Territory which are not franchised or licensed, Franchisor may, in its sole discretion:

2.7.1.1 offer to sell any such businesses to Franchisee or to any third party at the business's fair market value to be operated as a IHeart Caregiver Services Franchised Business; or

2.7.1.2 offer Franchisee the opportunity to operate such business(s) in partnership with Franchisor (or an Affiliate) under the business(s) existing trade name or a different trade name.

be acquired (regardless of the form of transaction) by any business, even if the other business operates, franchises and/or licenses Competitive Businesses within the Territory;

provide the services and sell the products authorized for IHeart Caregiver Services Franchised Businesses using the Marks or other trademarks, service marks and commercial symbols through an alternate channel of distribution on such terms and conditions as Franchisor deems appropriate; and

engage in any activities not expressly forbidden by this Agreement.

## **2.8 Marketing and Solicitation Restrictions**

Franchisee shall not directly market to or solicit customers whose principal business office or property address is located outside of the Territory. Except as part of Cooperative Advertising implemented pursuant to Section 11.3, Franchisee shall not advertise in any media whose primary circulation is within the area of primary responsibility of another franchisee. Franchisor shall make reasonable efforts to enforce these restrictions about Franchisee and any other IHeart Caregiver Services Franchised Businesses, but under no circumstances shall Franchisor be required to engage in litigation or similar actions regarding these restrictions.

Franchisor has established policies concerning soliciting and/or servicing clients within and outside of a designated territory, or within the territory or area assigned to another franchisee or Franchisor or our affiliates (the "**Territory Infringement Policy**"). Franchisor may modify the Territory Infringement Policy, on a system-wide basis, from time to time, and Franchisee must comply with the changed policies. The current Territory Infringement Policy provides, among other things, that:

Any lead from outside of Franchisee's Territory may only be serviced by Franchisee upon Franchisor's written consent. Once that Territory is sold to another franchisee, Franchisee may continue to service clients obtained from that Territory prior to the Territory opening. Once the Territory is sold and opened by another franchisee, Franchisee will not be able to provide services to any new clients in that Territory.

If Franchisee services a client in a facility such as a hospital, assisted living facility, or other care facility, it will have the option to continue the service with the client or pass the client, once discharged, on to the franchisee/corporate office whose Territory they reside in. If the Franchisee passes on the client to another franchisee, the transferring franchisee will be paid a referral fee that will be agreed upon between both parties.

Marketing outside of Franchisee's designated Territory is prohibited, especially in another franchisee's Territory. Marketing directly to facilities located within an area covered by Franchisor or its affiliates will only be allowed if Franchisor grants Franchisee written consent/approval for such marketing.

For the purposes of this Franchise Agreement, and except as may be modified by us through changes in policies and/or the Operations Manual, references to “client” will mean the person receiving the services of the Franchised Business.

**2.9 Minimum Annual Gross Revenue**

2.9.1 Franchisee must meet the Minimum Annual Gross Revenue displayed in the following chart. The annual period for the purposes of this section shall begin on the first day of the month following the Official Opening of the Franchised Business. The Minimum Annual Gross Revenue will be:

Year of Operation*	Minimum Annual Gross Revenue at the End of Each Year*
Completion of Year 1	\$100,000
Completion of Year 2	\$360,000
Completion of Year 3	\$500,000
Completion of Year 4	\$600,000
Completion of Year 5	\$700,000
Completion of Year 6	\$810,000
Completion of Year 7- and subsequent years	\$950,000

If there is a transfer, the new franchise agreement (if applicable) will be based on the Gross Revenue of the transferor for the year preceding the date of the transfer. For example, if the transferor’s Gross Revenue for the year preceding the date of the transfer were \$380,000 then the transferee will be considered to have completed Operating Year 2 and will be required to meet the Minimum Annual Gross Revenue for Operating Year 3 or \$500,000 for the year following the transfer.

2.9.2 If Franchisee fails to meet the Minimum Annual Gross Revenue for any applicable year, Franchisor may terminate the Franchise Agreement or eliminate, reduce or expand your exclusive Territory in their sole discretion. Franchisor may ask Franchisee to provide a detailed business plan that has the goal of meeting the required Minimum Annual Gross Revenue. If such a request is made, Franchisee must provide the business plan within 30 days of the request.

**2.10 Best Efforts**

Franchisee must use its best efforts to promote, solicit, and service all potential clients (including growth of potential referral sources) within its Territory

**3. FEES**

**3.1 Franchise Fee**

Upon execution of this Agreement, Franchisee shall pay a fee (“Franchise Fee”) to Franchisor of FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$47,500), except in the case of rebranding an existing home care company. In the rebranding instance, the fee shall be TWENTY THOUSAND DOLLARS (\$20,000). You pay us a \$37,500 lump sum franchise fee when you sign the Franchise Agreement for a second and subsequent franchise

signed at the same time as signing the first Franchise Agreement. The Franchise Fee shall be deemed fully earned upon execution of this Agreement and is nonrefundable. The Franchise Fee is payment, in part, for expenses incurred by Franchisor in furnishing assistance and services to Franchisee as set forth in this Agreement and for costs incurred by Franchisor, including general sales and marketing expenses, training, legal, accounting and other professional fees.

### **3.2 Monthly Royalty Fee**

On or before the tenth (10<sup>th</sup>) day of each month, for so long as this Agreement shall be in effect, Franchisor shall be entitled to a fee (“Royalty Fee”) equal to five percent (5%) of the Gross Revenue for the previous month and the Minimum Royalty Fee (see Section 3.1.3 below), if applicable; plus an additional five percent (5%) of the Gross Revenue for the previous month generated from clients located outside of your Territory (the “Extraterritorial Royalty”). The Extraterritorial Royalty shall be in addition to the Royalty Fee or Periodic Minimum Royalty. Franchisee shall pay monthly Royalty Fees and Extraterritorial Royalty in the following manner:

Franchisee shall make a Royalty Fee and Extraterritorial Royalty payment to Franchisor on or before the tenth (10<sup>th</sup>) day of each month which is equal to five percent (5%) of Gross Revenue of the Franchised Business that Franchisee collects during the previous month, plus an additional five percent (5%) of the Gross Revenue of the Franchised Business generated by clients located outside of your Territory that Franchisee collects during the previous month; and

Each monthly Royalty Fee and Extraterritorial Royalty payment made by Franchisee shall accompany a Gross Revenue Report, as required by Section 12.2, for the same period. If Franchisor requires Franchisee to pay Royalty Fees and Extraterritorial Royalty through electronic transfer as set forth in Section 3.4, such reports shall instead be submitted to Franchisor via facsimile transmission, e-mail or intranet system. If you fail to report your Gross Revenue, we may electronically transfer the applicable Periodic Minimum Royalty. If the amounts that we debit is less than the amounts you owe us, we will debit you for the balance on the day we specify. If the amounts that we debit are greater than the amount you owe us, we will credit the excess against the amounts we otherwise would debit during the following month.

3.2.1 Minimum Royalty – If actual Gross Revenue of the Franchised Business for a particular operating year are below the required Minimum Annual Gross Revenue, you must pay an additional Royalty Fee equal to 5% of the difference between your actual Gross Revenue and the required Minimum Annual Gross Revenue. In the event your actual annual Gross Revenue for a particular operating year are below the required Minimum Annual Gross Revenue as set forth in Section 2.9, then during the year following the year in which you did not meet the Minimum Gross Revenue, your periodic Royalty Fee for the next 12 months/periods will be the greater of (i) 5% of the actual Gross Revenue for each month, or (ii) 5% of 1/12 of the annual Minimum Annual Gross Revenue for the year just concluded. At the end of the year, we will determine if you satisfied the Minimum Annual Gross Revenue for that year, and, to the extent necessary, we would adjust your Royalty payments for the year and will charge you the Royalty after calculating what you paid during the year, and what you owe. To the extent your actual Royalty payments were less than the required amount, you must pay the difference as described in the preceding paragraph. See the chart below for a detailed description of the periodic minimum Royalty payments.



The Minimum Periodic Royalty Payments will be:

Year of Operation	Minimum Annual Gross Revenue	Minimum Periodic Royalty if Minimum Annual Gross Revenue Not Met During Prior Year
1	\$100,000	--
2	\$360,000	$\$100,000/12 \times .05 = \$416.67/\text{month}$
3	\$500,000	$\$360,000/12 \times .05 = \$1,500.00/\text{month}$
4	\$600,000	$\$500,000/12 \times .05 = \$2,083.33/\text{month}$
5	\$700,000	$\$600,000/12 \times .05 = \$2,500.00/\text{month}$
6	\$810,000	$\$700,000/12 \times .05 = \$2,916.67/\text{month}$
7	\$950,000	$\$810,000/12 \times .05 = \$3,375.00/\text{month}$
8 and subsequent years	\$950,000	$\$950,000/12 \times .05 = \$3,958.33/\text{month}$

By way of example only, if your Gross Revenue in Year 2 are not \$360,000 but are only \$300,000 at the end of that year, you must pay 5% of \$60,000, which is \$3,000. Then, in Year 3, in which the Minimum Annual Gross Revenue is \$500,000, your periodic Royalty (for 12 months) will be the greater of (a) 5% of actual Gross Revenue or (b) \$1,500.00, which is derived based on \$360,000 (the Year 2 minimum) divided by 12, multiplied by 5%. At the end of Year 3, if your Gross Revenue were less than \$500,000, for example, \$430,000, you must pay a Royalty of 5% of \$70,000, which is \$3,500 (as adjusted (up or down) based on the actual amount of Royalty paid during Year 3). Then, for Year 4, you must pay at least the minimum periodic Royalty each monthly period.

### **3.3 Taxes**

Franchisee shall pay to Franchisor an amount equal to all sales taxes, excise taxes, use taxes, withholding taxes and similar taxes imposed on the fees payable by Franchisee to Franchisor hereunder and on services or goods furnished to Franchisee by Franchisor at the same time as Franchisee remits such fees to Franchisor, whether such services or goods are furnished by sale, lease or otherwise, unless the tax is an income tax assessed on Franchisor for doing business in the state where the Franchised Business is located.

### **3.4 Electronic Transfer**

Franchisor has the right to require all Royalty Fees, Extraterritorial Royalty, Brand Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts due to Franchisor to be paid through an Electronic Depository Transfer Account. At Franchisor's request, Franchisee shall open and maintain an Electronic Depository Transfer Account and shall provide Franchisor with continuous access to such account for the purpose of receiving any payments due to Franchisor. Every month, Franchisee shall make monthly deposits to the account sufficient to cover amounts owed to Franchisor prior to the date such amounts are due. Franchisee shall execute any documents Franchisor's or Franchisee's bank requires to establish and implement the Electronic Depository Transfer Account. Once established, Franchisee shall not close the Electronic Depository Transfer Account without Franchisor's written consent.

### **3.5 Late Fees**

All Royalty Fees, Extraterritorial Royalty, Brand Fund Contributions, amounts due for purchases by Franchisee from Franchisor and other amounts that are not received by Franchisor within five (5) days after the due date shall incur late fees at the rate of one and one-half percent (1.5%) per month (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower) from the date payment is due to the date payment is received by Franchisor. Franchisee shall pay Franchisor for all costs incurred by Franchisor in the collection of any unpaid and past due Royalty Fees, Extraterritorial Royalty, Brand Fund Contributions or any other amounts due Franchisor, including reasonable accounting and legal fees. This Section shall not constitute an agreement by Franchisor to accept any payments after the due date or a commitment by Franchisor to extend credit to or otherwise finance Franchisee.

### **3.6 Application of Payments**

Notwithstanding any designation by Franchisee, Franchisor shall have the right to apply any payments by Franchisee to any past due indebtedness of Franchisee for Royalty Fees, Extraterritorial Royalty, Marketing Fund Contributions, purchases from Franchisor or any other amount owed to Franchisor in any proportion or priority.

## **4. TERM AND RENEWAL**

### **4.1 Initial Term**

This Agreement shall be effective and binding for an initial term of ten (10) years from the Effective Date, unless sooner terminated pursuant to Section 16.

### **4.2 Renewal Terms**

Subject to the conditions below, Franchisee has the right to obtain a successor franchise at the expiration of the term of this Agreement by entering into a new franchise agreement with Franchisor. Franchisee's right to a successor franchise is limited to two (2) successive renewal terms of five (5) years each, such that the total term of the Franchise shall not exceed twenty (20) years. We have a right to charge you a renewal fee of Ten Percent (10%) of the then current Franchise Fee which must be paid at the time of execution of the successor franchise agreement. To qualify for a successor franchise, each of the following conditions shall have been fulfilled and remain true as of the last day of the term of this Agreement:

Franchisee has, during the entire term of this Agreement, fully complied with all material provisions of this Agreement;

Franchisee has access to and, for the duration of the successor franchise, the right to remain in possession of the Approved Location, or a suitable substitute location approved by Franchisor, which is in full compliance with Franchisor's then-current specifications and standards;

Franchisee has at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Business reflects Franchisor's then-current standards and specifications;

Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor (or any Affiliate), and has timely met these obligations throughout the term of this Agreement;

Franchisee is not in default of any provision of this Agreement or any other agreement between Franchisee and Franchisor;

Franchisee has given written notice of its intent to operate a successor franchise to Franchisor not less than nine (9) months nor more than twelve (12) months prior to the end of the term of this Agreement;

Franchisee has executed Franchisor's then-current form of franchise agreement (or has executed other documents at Franchisor's election that modify this Agreement to reflect the fact that the Franchise Agreement relates to the grant of a successor franchise), which franchise agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement by requiring, among other things, a different percentage Royalty Fee or Brand Fund Contribution; provided, however, that Franchisee shall not be required to pay the then-current Franchise Fee;

Franchisee has complied with Franchisor's then-current qualifications for a new franchisee and has agreed to comply with any training requirements; and

Franchisee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, any Affiliate and against their officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), except to the extent prohibited by the laws of the state where the Franchised Business is located.

## **5. APPROVED LOCATION**

### **5.1 Selection of Site**

Franchisee shall select a facility to lease or purchase for the operation of the Franchised Business. A facility or Approved Location must be established for the management and administration of the Franchised Business, for the maintenance and storage of the books and records, equipment and supplies of the Franchised Business. If an Approved Location for the Franchised Business has not been determined as of the Effective Date, Franchisee shall promptly select a site for the Franchised Business and shall notify Franchisor of such selection. Franchisor shall evaluate the site and notify Franchisee of its approval or disapproval of the site within a reasonable time (usually thirty [30] days) of receiving notice of the site from Franchisee. If Franchisor approves of such selection, the site shall be designated as the Approved Location. If Franchisor does not approve of such selection, Franchisee shall select and notify Franchisor of new sites until Franchisor approves a site for the Franchised Business. Franchisor shall provide Franchisee with general guidelines to assist Franchisee in selecting a site suitable for the Approved Location. Franchisor has the right to approve or disapprove a proposed location based on such factors as it deems appropriate, including, without limitation, the condition of the premises, demographics of the surrounding area, proximity to other IHeart Caregiver Services Franchised Businesses, proximity to Competitive Businesses and lease requirements. Franchisee shall not locate the Franchised Business on a selected site without the prior written approval of Franchisor. ***Franchisor does not represent that it, or any of its Affiliates, owners, employees or agents, have special expertise in selecting sites. Neither Franchisor's assistance nor approval is intended to indicate or indicates that the Franchised Business will be profitable or successful at the Approved Location. Franchisee is solely responsible for identifying the Approved Location. It will be for the Franchisee's benefit to have an office with provision of a front signage, creating visibility within the local community attracting senior clients and caregiver applicants.***

## **5.2 Failure to Select Site**

Should Franchisee fail to select a site for the Franchised Business Facility/Office, which meets with Franchisor's approval within ninety (90) days after the Effective Date, Franchisor has the right to terminate this Agreement.

## **5.3 Development of Franchised Business Facility/Office**

Franchisor shall make available to Franchisee, at no charge to Franchisee, specifications for the development of the Franchised Business Facility/office, including specifications for improvements, supplies and equipment which are necessary for the development and operation of a IHeart Caregiver Services Franchised Business. Franchisee shall cause the Franchised Business Facility/office to be developed, equipped and improved in accordance with such specifications within one hundred and twenty (120) days after the Effective Date. In connection with the development of the Franchised Business Facility/office, Franchisee shall:

purchase any supplies or inventory necessary for the operation of the Franchised Business, as specified in the Confidential Operations Manual;

purchase and install all equipment, furniture and fixtures, including any software and computer equipment, required by Franchisor for the operation of the Franchised Business; and

establish broadband or high-speed Internet access and obtain at least one (1) telephone number and one (1) facsimile number solely dedicated to the Franchised Business.

## **5.4 Failure to Develop Approved Location**

Should Franchisee fail to develop the Approved Location for the Franchised Business Facility/office within one hundred and twenty (120) days after the Effective Date, Franchisor has the right to terminate this Agreement.

## **5.5 Opening**

Before opening the Franchised Business and commencing business, Franchisee must:

5.5.1.1 fulfill all the obligations of Franchisee pursuant to the other provisions of this Section 5;

5.5.1.2 furnish Franchisor with copies of all insurance policies required by this Agreement, or by the lease (if any), or such other evidence of insurance coverage and payment of premiums as Franchisor may request;

5.5.1.3 complete initial training to the satisfaction of Franchisor;

5.5.1.4 hire and train the personnel necessary or required for the operation of the Franchised Business;

5.5.1.5 if Franchisee is a business entity, Franchisee has caused each of its stock certificates or other ownership interest certificates to be conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that such ownership interest is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement;

5.5.1.6 obtain Franchisor's permission and approval of an opening date; Franchisor shall not unreasonably withhold consent to open. Permission to open shall be based on Franchisor's determination that Franchisee is ready to open and satisfactorily prepared to operate;

5.5.1.7 pay in full all amounts due to Franchisor; and

5.5.1.8 obtain any required home care agency licenses or other business licenses required to operate the Franchised Business.

Franchisee shall comply with these conditions and be prepared to open and continuously operate the Franchised Business within one hundred eighty (180) days after the Effective Date.

## **5.6 Failure to Open**

Should Franchisee fail to commence operations of the Franchised Business within one hundred eighty (180) days after the Effective Date, Franchisor has the right to terminate this Agreement. If this Agreement is terminated pursuant to this Section 5.6, Franchisor shall retain the entire Franchise Fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of the services provided, time expended, work performed, trade secrets disclosed, proprietary programs shared and other efforts of Franchisor up to the date of Franchisee's failure to timely commence operations of the Franchised Business and shall not be construed as nor considered to be a penalty.

## **5.7 Use of Approved Location**

Franchisee shall not use the Approved Location for any purpose other than for the operation of a IHeart Caregiver Services Franchised Business in full compliance with this Agreement and the Confidential Operations Manual, unless approved in writing by Franchisor.

## **5.8 Relocation**

Franchisee shall not relocate the Franchised Business Facility/office without the prior written consent of Franchisor. If the Franchised Business Facility is leased, and the lease expires or terminates through no fault of Franchisee or if the Franchised Business Facility's premises is destroyed, condemned or otherwise rendered unusable, Franchisee may request the right to relocate the Franchised Business Facility either permanently or temporarily as appropriate under the circumstances and Franchisor shall not unreasonably withhold its consent to such relocation. Should Franchisee desire to relocate the Franchised Business Facility for any other reason, Franchisee shall request the right and Franchisor may approve or disapprove such request. Any relocation of the Franchised Business Facility shall be at Franchisee's sole expense and shall proceed in accordance with the requirements set forth in Sections 5.1 through 5.7. Franchisor has the right to charge Franchisee for any costs incurred by Franchisor in helping Franchisee, including, but not limited to, legal and accounting fees. Notwithstanding the foregoing, Franchisor has no obligation to provide relocation assistance. If Franchisor and Franchisee do not agree upon a substitute site within ninety (90) days after the lease expires or is terminated or the Approved Location is rendered unusable, this Agreement may terminate as provided in Section 16.2.1.1.

## **6. PROPRIETARY MARKS**

### **6.1 Ownership**

Franchisee's right to use the Marks is derived solely from this Agreement, is nonexclusive and is limited to the conduct of business by Franchisee pursuant to, and in compliance with, this Agreement and all applicable standards, specifications and operating procedures prescribed from time to time by Franchisor. Any unauthorized use of the Marks by Franchisee is a breach of this Agreement and an infringement of the rights of Franchisor in and to the Marks. Franchisee's use of the Marks, and any goodwill created thereby, shall inure to the benefit of Franchisor. Franchisee shall not at any time acquire an ownership interest in the Marks by virtue of any use it may make of the Marks. This Agreement does not confer any goodwill, title or interest in the Marks to Franchisee. Franchisee shall not, at any time during the term of this Agreement or after its termination or expiration, contest the validity or ownership of any of the Marks or assist any other person in contesting the validity or ownership of any of the Marks.

### **6.2 Limitations on Use**

Franchisee shall not use any Mark or portion of any Mark as part of any business entity name. Franchisee shall not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized in writing by Franchisor. Franchisee shall give such notices of trademark and service mark registrations as Franchisor specifies and obtain such fictitious or assumed name registrations as may be required under applicable law to do business as a Franchised Business. Franchisee shall not register or seek to register as a trademark or service mark, either with the United States Patent and Trademark Office or any state or foreign country, any of the Marks or a trademark or service mark that is confusingly similar to any Mark licensed to Franchisee. Franchisee shall include on its letterhead, forms, cards and other such identification, and shall display at the Approved Location, a prominent notice stating that the Franchised Business is an "Independently Owned and Operated IHeart Caregiver Services Franchised Business" of Franchisee.

### **6.3 Notification of Infringements and Claims**

Franchisee shall immediately notify Franchisor of any infringement of the Marks or challenge to its use of any of the Marks or claim by any person of any rights in any of the Marks. Franchisee shall not communicate with any person other than Franchisor and Franchisor's counsel in connection with any such infringement, challenge or claim; provided, however, Franchisee may communicate with Franchisee's counsel at Franchisee's expense. Franchisor has the right to take such action as it deems appropriate and the right to exclusively control any litigation or other proceeding arising out of any infringement, challenge, or claim or otherwise relating to any of the Marks. Franchisee shall execute all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain Franchisor's interests in any such litigation or other proceeding or to otherwise protect and maintain Franchisor's interest in the Marks.

### **6.4 Indemnification for Use of Marks**

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has complied with the provisions of Section 6.3 and has complied with this Agreement and Franchisor's directions in responding to such proceeding. At Franchisor's option, Franchisor or its designee may defend and control the defense of any proceeding arising directly from Franchisee's use of any Mark. This indemnification shall not include the expense to Franchisee of removing signage or discontinuance of the use of the Marks. This indemnification shall not

apply to litigation between Franchisor and Franchisee wherein Franchisee's use of the Marks is disputed or challenged by Franchisor. This indemnification shall not apply to any separate legal fees or costs incurred by Franchisee in seeking independent counsel separate from the counsel representing Franchisor and Franchisee in the event of litigation disputing Franchisor and Franchisee's use of the Marks.

### **6.5 Discontinuance of Use**

If Franchisor deems it necessary for Franchisee to modify or discontinue use of any of the Marks, and/or use one (1) or more additional or substitute trade names, trademarks, service marks or other commercial symbols, Franchisee shall comply with Franchisor's directions within ten (10) business days after notice to Franchisee by Franchisor and subject to the limitations in Section 10.2. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing the use of a Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures made by Franchisee to promote a modified or substitute Mark.

### **6.6 Right to Inspect**

To preserve the validity and integrity of the Marks and any copyrighted materials licensed hereunder, and to ensure that Franchisee is properly employing the Marks in the operation of the Franchised Business, Franchisor and its designees have the right to enter and inspect the Franchised Business and the Approved Location at all reasonable times and, additionally, have the right to observe the manner in which Franchisee renders services and conducts activities and operations, and to inspect facilities, equipment, products, supplies, reports, forms and documents and related data to ensure that Franchisee is operating the Franchised Business in accordance with the quality control provisions and performance standards established by Franchisor. Franchisor and its agents shall have the right, at any reasonable time, to remove enough products, supplies or other items to test whether such products or items meet Franchisor's then-current standards. Franchisor or its designee has the right to observe Franchisee and its employees during the operation of the Franchised Business and to interview and survey (whether in person or by mail) customers and employees and to photograph or videotape the operations.

### **6.7 Franchisor's Sole Right to Domain Name**

Franchisee shall not advertise on the Internet using, or establish, create or operate an Internet site or website using a domain name or uniform resource locator containing, the Marks or the words "IHeart Caregiver Services" or any variation thereof without Franchisor's written approval. Franchisor is the sole owner of all rights, title and interest in and to such domain names as Franchisor shall designate in the Confidential Operations Manual.

## **7. TRADE SECRETS AND OTHER CONFIDENTIAL INFORMATION**

### **7.1 Confidentiality of Trade Secrets and Other Confidential Information**

We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the "**Confidential Information**"), concerning developing and operating the Franchised Business, including: site selection and territorial criteria; training and operations materials and manuals; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the Franchised Businesses and providing in-home care to clients; marketing and advertising programs; employee and caregiver recruitment, training, retention programs; knowledge of specifications for and suppliers of operating assets, and other products; any computer software or similar technology which is proprietary to us or the Franchise System, including, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; knowledge of the operating

results and financial performance of IHeart Caregiver Services Franchised Businesses other than the Franchised Business; and graphic designs and related intellectual property.

You will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Franchised Business during the Franchise Agreement's term, and that Confidential Information is proprietary and is disclosed to you only on the condition that you: (1) will not use Confidential Information in any other business or capacity; (2) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Franchise Agreement's term and after the term for as long as the item is not generally known in the employment and/or health care and/or in-home care industries; (3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and (4) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Franchised Business personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information.

We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those agreements with independent enforcement rights. You are obligated to maintain in your files those executed confidentiality agreements we specify and make them available to us upon request.

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the employment and/or health care and/or in-home care industries through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the employment and/or health care and/or in-home care industries through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

You agree that all data that you collect from clients, customers and potential clients and customers in connection with the Franchised Business ("**Customer Data**") is deemed to be owned exclusively by us, and you also agree to provide the Customer Data to us at any time that we request you to do so. You have the right to use Customer Data while this Agreement or a successor franchise agreement is in effect, but only in connection with operating the Franchised Business and only in accordance with the policies that we establish from time to time. You may not sell, transfer, or use Customer Data for any purpose other than operating the Franchised Business. All data pertaining to, derived from, or displayed at the Franchised Business (including, without limitation, Customer Data) is and shall be our exclusive property, and we hereby grant you a royalty-free non-exclusive license to use that data during the Term of this Agreement for the sole purpose of operating your Franchised Business.

## **7.2 Additional Developments**

All ideas, concepts, techniques or materials concerning the System or developed, in whole or in part, using Trade Secrets or other Confidential Information, whether or not protectable intellectual property and whether created by or for Franchisee or its owners or employees, shall be promptly disclosed to Franchisor and shall be deemed the sole and exclusive property of Franchisor and works made-for-hire for Franchisor, and no compensation shall be due to Franchisee or its owners or employees therefore, and Franchisee agrees to assign to Franchisor all right, title and interest in any intellectual property so developed. Franchisor has the right to incorporate such items into the System. To the extent any item does not qualify as a "work made-for-hire" for Franchisor, Franchisee shall assign, and by this Agreement, does assign, ownership of that item, and all related rights to that item, to Franchisor and shall sign any assignment or other document as Franchisor requests to assist Franchisor in obtaining or preserving



intellectual property rights in the item. Franchisor shall disclose to Franchisee concepts and developments of other franchisees that are made part of the System. As Franchisor may reasonably request, Franchisee shall take all actions to assist Franchisor's efforts to obtain or maintain intellectual property rights in any item or process related to the System, whether developed by Franchisee or not.

### **7.3 Exclusive Relationship**

Franchisee acknowledges that Franchisor would be unable to protect the Trade Secrets and other Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among IHeart Caregiver Services Franchised Businesses if owners of IHeart Caregiver Services Franchise Businesses and members of their immediate families or households were permitted to hold an interest in or perform services for any Competitive Business. Therefore, during the term of this Agreement, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee (or any member of their immediate families or households), nor any officer, director, executive, manager or member of the professional staff of Franchisee, either directly or indirectly, for themselves, or through, on behalf of or in conjunction with any person, partnership, corporation, limited liability company or other business entity, shall:

own, maintain, operate, engage in, franchise or license, or have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);

be, or perform services as, a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;

divert or attempt to divert any actual or potential business or customer of the Franchised Business to a Competitive Business; or

7.3.4 engage in any other activity which might injure the goodwill of the Marks and System.

### **7.4 Nondisclosure and Non-Competition Agreements with Certain Individuals**

Franchisor has the right to require any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee to execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee. Upon Franchisor's request, Franchisee shall provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to this Section. Such agreements shall remain on file at the offices of Franchisee and are subject to audit or review as otherwise set forth herein. Franchisor shall be a third-party beneficiary with the right to enforce covenants contained in such agreements.

### **7.5 Reasonableness of Restrictions**

Franchisee acknowledges that the restrictive covenants contained in this Section are essential elements of this Agreement and that without their inclusion, Franchisor would not have entered into this Agreement. Franchisee acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and

reasonable and is reasonably required for the protection of Franchisor, the System and the Marks and Franchisee waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable.

## **8. TRAINING AND ASSISTANCE**

### **8.1 Initial Training**

Franchisor shall make an initial training program available to one (1) Designated Manager and up to two (2) assistants. Approximately sixty (60) days prior to the opening of the Franchised Business, the Designated Manager must attend and successfully complete, to Franchisor's satisfaction, an initial training program pertaining to the operation and administration of the Franchised Business including, but not limited to, sales and marketing methods; financial controls; maintenance of quality standards; customer service techniques; record keeping; and reporting procedures and other operational issues. Franchisor shall conduct the initial training program at its headquarters or at another designated location. Franchisor shall not charge tuition or similar fees for initial training, however, all expenses incurred by Franchisee in attending such program including, but not limited to, travel costs, room and board expenses and employees' salaries, shall be the sole responsibility of Franchisee. Franchisee shall be responsible for training its management and other employees.

### **8.2 Opening Assistance**

If Franchisee requests additional assistance with respect to the opening or continued operation of the Franchised Business, and should Franchisor deem it necessary and appropriate to comply with such request, Franchisee shall pay Franchisor's then-current standard rates, plus expenses, for such additional assistance.

### **8.3 Failure to Complete Initial Training Program**

If Franchisor determines that the Designated Manager is unable to satisfactorily complete the training program described above, Franchisor has the right to terminate this Agreement. If Franchisee is a business entity and the Designated Manager fails to complete the initial training program to Franchisor's reasonable satisfaction, Franchisee may be permitted to select a substitute manager and such substitute manager must complete the initial training to Franchisor's satisfaction.

### **8.4 New Designated Manager**

After beginning operations, should Franchisee name a new qualified Designated Manager, Franchisee must notify Franchisor of the identity of the new Designated Manager and the new Designated Manager must complete the initial training program to Franchisor's satisfaction within thirty (30) days of being named. The new Designated Manager may attend the initial training program without charge, provided that Franchisor has the right to require Franchisee to pay the costs of training if Franchisor determines that manager changes are excessive or caused by poor hiring practices. Franchisee shall be responsible for all travel costs, room and board and employees' salaries incurred in connection with the new Designated Manager's attendance at such training.

### **8.5 Ongoing Training**

From time to time, Franchisor may provide and if it does, has the right to require that the Designated Manager attend ongoing training programs or seminars during the term of this Agreement. Franchisor shall not charge a fee for any mandatory ongoing training. Franchisee shall be responsible for all travel costs, room and board and

employees' salaries incurred in connection with the Designated Manager's attendance at such training. Your Designated Manager may also re-attend a regularly scheduled initial training program on one other occasion as a refresher course for no additional fee, however, you agree to pay for all travel and living expenses incurred for the training. Such refresher training may occur only if we have space available in a regularly scheduled training class.

## **9. CONFIDENTIAL OPERATIONS MANUAL**

### **9.1 Loan by Franchisor**

While this Agreement is in effect, Franchisor shall lend to Franchisee one (1) copy of the Confidential Operations Manual or grant Franchisee access to an electronic copy of the Confidential Operations Manual. Franchisee shall conduct the Franchised Business in strict accordance with the provisions set forth in the Confidential Operations Manual. The Confidential Operations Manual may consist of one (1) or more separate manuals and other materials as designated by Franchisor and may be in written or electronic form. The Confidential Operations Manual shall, always, remain the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement.

### **9.2 Revisions**

Franchisor has the right to add to or otherwise modify the Confidential Operations Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor; provided, however, that no such addition or modification shall materially alter Franchisee's fundamental status and rights under this Agreement. Franchisor may make such additions or modifications without prior notice to Franchisee. Franchisee shall immediately, upon notice, adopt any such changes and shall ensure that its copy of the Confidential Operations Manual is up to date at all times. If a dispute as to the contents of the Confidential Operations Manual arises, the terms of the master copy of the Confidential Operations Manual maintained by Franchisor at Franchisor's headquarters shall be controlling.

### **9.3 Confidentiality**

The Confidential Operations Manual contains Trade Secrets and other Confidential Information of Franchisor, and its contents shall be kept confidential by Franchisee both during the term of the Franchise and after the expiration and non-renewal or termination of this Agreement. Franchisee shall always ensure that its copy of the Confidential Operations Manual is available at the Approved Location in a current and up-to-date manner. If the Confidential Operations Manual is in paper form or stored on computer-readable media, Franchisee shall maintain the Confidential Operations Manual in a secure manner at the Approved Location; if the Confidential Operations Manual is in electronic form, Franchisee shall maintain the Confidential Operations Manual in a password-protected file. Franchisee shall only grant authorized personnel, as defined in the Confidential Operations Manual, access to the Confidential Operations Manual or any key, combination or passwords needed for access to the Confidential Operations Manual. Franchisee shall not disclose, duplicate or otherwise use any portion of the Confidential Operations Manual in an unauthorized manner.

## **10. FRANCHISE SYSTEM**

### **10.1 Uniformity**

Franchisee shall strictly comply and shall cause the Franchised Business and its employees to strictly comply, with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Confidential Operations Manual or other communications supplied to Franchisee by Franchisor.

### **10.2 Modification of the System**

Franchisor has the right to change or modify the System from time to time including, without limitation, the adoption and use of new or modified Marks or copyrighted materials, and computer hardware, software, equipment, inventory, supplies or sales and marketing techniques. Franchisee shall accept and use any such changes in, or additions to, the System as if they were a part of this Agreement as of the Effective Date. Franchisee shall make such expenditures as such changes, additions or modifications in the System may reasonably require; provided, however, Franchisee shall not be required to implement or conform to any such changes, additions or modifications if the cost to do so would exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) in the aggregate during the initial term of this Agreement (which amounts may be increased consistent with increases to the Consumer Price Index, [U.S. City Average, all items, 1982-84=100], as published by the United States Department of Labor, Bureau of Labor Statistics ["CPI-U"]). Any required expenditure for changes or upgrades to the System shall be in addition to expenditures for repairs and maintenance as required in Section 13.2. Notwithstanding the foregoing, Franchisee shall be required to make all improvements or modifications whenever such are required by law, regulation, agency decision or court order.

### **10.3 Variance**

Franchisor has the right to vary standards or specifications for any franchisee based upon that franchisee's qualifications, the peculiarities of the site or circumstances, the demographics of the trade area, business potential, existing business practices or any other condition which Franchisor deems to be of importance to the successful operation of any 1Heart Caregiver Services Franchised Business. Franchisor shall not be required to disclose or grant to Franchisee a like or similar variance hereunder.

## **11. ADVERTISING AND PROMOTIONAL ACTIVITIES**

### **11.1 Local Advertising**

Franchisee shall continuously promote the Franchised Business. Every month, Franchisee shall spend three percent (3%) of its monthly Gross Revenue on advertising, promotions and public relations within the immediate locality surrounding the Franchised Business ("Local Advertising"). Once the Franchisee has reached monthly Gross Revenue of \$30,000, then each month following you shall spend at least Six Hundred Dollars of such local advertising amounts on "pay per click" advertising from a 1Heart Caregiver Services approved vendor. Such local advertising expenditures shall be made directly by Franchisee, subject to the prior approval and direction from Franchisor. Franchisor shall provide general guidelines to Franchisee for conducting local advertising. Within thirty (30) days after the end of each month, Franchisee shall furnish to Franchisor an accurate accounting of the expenditures on local advertising for the preceding month.

Franchisee shall submit to Franchisor, for its prior approval, all advertising and promotional materials to be used by Franchisee including, but not limited to, television ads, radio ads, ad copy, coupons, flyers, scripts and direct mail. Franchisor shall use reasonable efforts to provide notice of approval or disapproval within twenty (20) days from the date all requested material is received by Franchisor. If Franchisor does not approve submitted materials by the end

of such twenty (20) day period, such materials shall be deemed to have received the required approval. Franchisee shall not use any marketing or promotional material prior to approval by Franchisor. The submission of advertising materials to Franchisor for approval shall not affect Franchisee's right to determine the prices at which Franchisee sells products or provides services.

### **11.2 Brand Fund**

We have established a Brand Fund ("Brand Fund") for the enhancement and protection of the IHeart Caregiver Services brand and Marks, and for the advertising, marketing, and public relations programs and materials as we deem appropriate. Franchisee shall be required to contribute monthly to the Marketing Fund an amount equal to up to three percent (3%) of your Gross Revenue and which Franchisor may adjust from time to time ("Brand Fund Contribution"). Currently, the required contribution is two percent (2%) of Gross Revenue. Brand Fund Contributions shall be made at the time and in the manner provided for Royalty Fees in Section 3.2. Franchisor shall notify Franchisee at least thirty (30) days before changing Brand Fund Contribution requirements. The Brand Fund shall be maintained and administered by Franchisor, or its designee as follows:

Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs, and the placement and allocation thereof. Franchisor does not warrant that any particular franchisee will benefit directly or *pro rata* from expenditures by the Brand Fund. The program(s) may be local, regional or System-wide. Franchisor does not warrant the success or effectiveness of any marketing program.

We will have sole discretion to use the Brand Fund, and monies in the Brand Fund, for any purpose that we designate that we believe will enhance and protect the IHeart Caregiver Services brand and Marks, will improve and increase public recognition and perception of the brand and Marks and IHeart Caregiver Services Home Care Businesses, and will improve and enhance the perception of IHeart Caregiver Services Home Care Businesses held by franchisees, managers, and other employees of IHeart Caregiver Services Home Care Businesses. Among the programs, concepts, and expenditures for which we may utilize the Marketing Fund monies are: creative development and production of print ads, commercials, radio spots, direct mail pieces, door hangers, and other advertising and promotional materials; creative development of, and preparing, producing, and placing video, audio, and written materials and electronic media; media placement and buying, including all associated expenses and fees; administering regional and multi-regional marketing and advertising programs; market research and customer satisfaction surveys, including the use of "secret 'shoppers' or clients"; lead sharing or lead generating services or vendors; the creative development of, and actual production associated with, promotions, public relation events, and charitable or nonprofit events; creative development of signage and posters; employee recognition and awards events and programs; web sites, extranet and/or intranet development, implementation, and maintenance; retention and payment of advertising and promotional agencies and other outside advisors including retainer and management fees; reimbursement of personnel wages and administrative costs associated with marketing, advertising, market and consumer research and surveys; and public relations and community involvement activities and programs. We will direct all programs that the Marketing Fund finances, with sole control over the creative concepts, materials, and endorsements used and their geographic, market, and media placement and allocation.

We will account for the Brand Fund separately from our other funds and not use the Brand Fund for any of our general operating expenses. However, we may use the Brand Fund to pay administrative costs of the Brand Fund including managing the advertising, marketing, and promotional programs and payment of outside suppliers utilized by the Brand Fund, and we may use the Brand Fund to pay the reasonable salaries and benefits of personnel (including our personnel and personnel of our affiliates) who manage and administer the Brand Fund. We may use the Brand Fund to pay for other administrative costs, travel expenses of personnel while they are on Brand Fund business, meeting

costs, overhead relating to Brand Fund business, and other expenses that we incur in activities reasonably related to administering or directing the Brand Fund and its programs.

Franchisor shall endeavor to spend all Brand Fund Contributions on marketing programs and promotions during Franchisor's fiscal year within which such contributions are made. If excess amounts remain in any Brand Fund at the end of such fiscal year, all expenditures in the following fiscal year(s) shall be made first out of such excess amounts, including any interest or other earnings of the Brand Fund, and next out of prior year contributions and then out of current contributions. An unaudited annual report of the expenses incurred from the Fund for the previous year will be made available to Franchisee upon written request.

Although Franchisor intends the Brand Fund to be of perpetual duration, Franchisor has the right to terminate the Marketing Fund at any time. The Brand Fund shall not be terminated, however, until all Brand Fund Contributions have been expended for advertising and promotional purposes or returned to Franchisee and other franchisees on a *pro rata* basis based on total Brand Fund Contributions made in the aggregate by each franchisee.

Each IHeart Caregiver Services Franchised Business operated by Franchisor or an Affiliate shall make Brand Fund Contributions at the same rate as IHeart Caregiver Services franchisees.

An accounting of the operation of the Brand Fund shall be prepared annually and shall be available to Franchisee upon request. Franchisor retains the right to have the Brand Fund reviewed or audited and reported on, at the expense of the Brand Fund, by an independent certified public accountant selected by Franchisor.

Franchisee acknowledges that the Brand Fund is not a trust and Franchisor assumes no fiduciary duty in administering the Marketing Fund.

### **11.3 Cooperative Advertising**

Franchisor has the right, but not the obligation, to create a Cooperative Advertising program for the benefit of IHeart Caregiver Services Franchised Businesses located within a particular region. Franchisor has the right to collect and designate all or a portion of the Local Advertising to payments or contributions to Franchisor for the funding of a Cooperative Advertising program. Franchisor has the right to determine the composition of all geographic territories and market areas for the implementation of each Cooperative Advertising program and to require that Franchisee participate in such Cooperative Advertising programs when established within Franchisee's region. If a Cooperative Advertising program is implemented in a particular region, Franchisor has the right to administer the Cooperative Advertising Program or to establish an advertising council of franchisees to self-administer the Cooperative Advertising program. Franchisee shall participate in the council according to the rules and procedures established by the council and Franchisee shall abide by the council's decisions. Should Franchisor establish a Cooperative Advertising program or programs with or without an advertising council, Franchisor has the right, but not the obligation, to change, dissolve or merge such program(s) and/or council(s) at any time.

### **11.4 Internet Advertising**

Franchisee may not establish a presence on, or market using, the Internet in connection with the Franchised Business without Franchisor's prior written consent. Franchisor has established and maintains an Internet website at the uniform resource locator [www.1Heartcares.com](http://www.1Heartcares.com) that provides information about the System and the products and services that Franchisor and its franchisees provide. Franchisor may (but is not required to) include at the IHeart Caregiver Services website an intranet section or an interior page containing information about the

Franchised Business. If Franchisor includes such information on the 1Heart Caregiver Services website, Franchisor has the right to require Franchisee to prepare all or a portion of the section or page, at Franchisee's expense, using a template that Franchisor provides. All such information shall be subject to Franchisor's approval prior to posting. Franchisor retains the sole right to advertise and sell the products and services offered by 1Heart Caregiver Services and to or use the Marks on the Internet, including the use of websites, domain names, uniform resource locators, keywords, linking, search engines (and search engine optimization techniques), banner ads, meta-tags, marketing, auction sites, e-commerce and co-branding arrangements. Franchisee may be requested to provide content for Franchisor's Internet marketing and shall be required to follow Franchisor's intranet and Internet usage rules, policies and requirements. Franchisor retains the sole right to approve any linking to, or other use of, the 1Heart Caregiver Services website.

### **11.5 Telephone Directory Advertising**

Franchisee must list and advertise the telephone number(s) for the Franchised Business in the "white pages" telephone directory and the classified or "yellow pages" telephone directory distributed in its trade area and in such directory heading or category as specified by Franchisor. Franchisee must place the classified directory advertisement and listings together with other 1Heart Caregiver Services Franchise Businesses operating within the distribution area of the directories. If a joint listing is obtained, all 1Heart Caregiver Services Franchise Businesses listed together shall pay a *pro rata* share of the cost of the advertisements and listings. Telephone directory advertising expenditures are part of Franchisee's Local Advertising obligations.

## **12. ACCOUNTING, RECORDS AND REPORTING OBLIGATIONS**

### **12.1 Records**

During the term of this Agreement, Franchisee shall maintain full, complete and accurate books, records and accounts in accordance with the standard accounting system prescribed by Franchisor in the Confidential Operations Manual or otherwise in writing. Franchisee shall retain during the term of this Agreement, and for three (3) years thereafter, all books and records related to the Franchised Business including, without limitation, purchase orders, invoices, payroll records, sales tax records, state and federal tax returns, bank statements, cancelled checks, deposit receipts, cash receipts and disbursement journals, general ledgers, and any other financial records designated by Franchisor or required by law.

### **12.2 Gross Revenue Reports**

Franchisee shall maintain an accurate record of daily Gross Revenue and shall deliver to Franchisor via facsimile transmission, email, or the intranet, a signed and verified statement of monthly Gross Revenue ("Gross Revenue Report") by the tenth (10<sup>th</sup>) day of each month for the previous month in a form that Franchisor approves or provides in the Confidential Operations Manual. The Gross Revenue Report for the preceding month must be provided to Franchisor by the close of business on the tenth (10<sup>th</sup>) day of each month as provided in Section 3.2.

### **12.3 Financial Statements**

Franchisee shall supply to Franchisor on or before the tenth (10<sup>th</sup>) day of each month, in a form approved by Franchisor, a balance sheet as of the end of the last day of the preceding month and an income statement for the preceding month and the fiscal year-to-date. Franchisee shall, at its expense, submit to Franchisor within ninety (90) days after the end of each calendar year, an income statement for the calendar year just ended and a balance sheet

as of the last day of the calendar year. Such financial statements shall be prepared in accordance with GAAP, applied on a consistent basis. As required by Franchisor, such financial statements shall be reviewed or audited by a certified public accountant. Franchisee shall submit to Franchisor such other periodic reports in the manner and at the time specified in the Confidential Operations Manual or otherwise in writing.

**12.4 Other Reports**

Franchisee shall submit to Franchisor copies of all state sales tax returns that are required to be filed with the appropriate governmental agency and such other records as Franchisor may reasonably request from time to time or as specified in the Confidential Operations Manual. Franchisor shall have the right to release financial and operational information relating to the Franchised Business to Franchisor’s lenders or prospective lenders. Franchisee shall certify as true and correct all reports to be submitted pursuant to this Agreement.

**12.5 Computer Equipment**

Franchisor reserves the right to require Franchisee to purchase, install and use computer and point-of-sale systems consisting of hardware and software in accordance with Franchisor’s specifications. Presently, we require you to purchase the following hardware and software:

<b>HARDWARE</b>
Two Microsoft Windows based computers
<b>SOFTWARE</b>
QuickBooks Accounting Pro Software Package 2022 edition or newer
Most recent Microsoft Office Suite /Office 365 Subscription. (including Word, Excel and Outlook)
Windows 10 Operating System or newer version
Well Sky Software/Subscription
Qvinci Financial Reporting Software

Franchisor shall have full access to all of Franchisee’s computer and point-of-sale data and systems and all related information by means of direct access, either in person or by telephone, modem or Internet to permit Franchisor to verify Franchisee’s compliance with its obligations under this Agreement. During the term of your Franchise Agreement, IHeart Caregiver Services and you will jointly own all information generated by or stored that you use to operate the Franchised Business. We have the right to access all information related to the Franchised Business at any time during the term of your Franchise Agreement and periodically may establish further policies respecting the use or access to such information. Sole ownership of that information will revert to us if your Franchise Agreement is terminated, and you must immediately transfer such information to us upon termination.

Franchisee shall have no expectation of privacy with respect to any email accounts, other systems and/or records used or maintained by the Franchised Business. Franchisee authorizes Franchisor to access and search such email accounts, other systems and/or records, and their contents and will obtain any necessary consents to allow Franchisor access to



the same. In the event that Franchisor accesses any email account, other systems and/or records, such access shall be for Franchisor's sole benefit and not for the purposes of benefiting Franchisee or assisting Franchisee with its operations.

Similarly to ensure that Franchisee is maintaining Franchisor's quality of service in the operation of the Franchised Business, Franchisor may record, monitor and evaluate telephone calls made to or arising from the Franchised Business. Franchisee consents to such monitoring, recording and evaluation and shall have no expectation of privacy with respect to the phone calls made to or arising from the Franchised Business. State or local law may require the express consent of any party to a call recording. It is Franchisee's responsibility to understand and comply with these requirements that apply to its Franchised Business.

Franchisee hereby consents to Franchisor obtaining, using and disclosing to third parties, (including, without limitation, prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Agreement.

#### **12.6 Right to Inspect**

Franchisor or its designee has the right, during normal business hours, to examine, copy and audit the books, records and tax returns of Franchisee. If the audit or any other inspection should reveal that any payments to Franchisor have been underpaid, then Franchisee shall immediately pay to Franchisor the amount of the underpayment plus interest from the date such amount was due until paid at the rate of eighteen percent (18%) per annum (or the highest rate allowed by the law of the state where Franchisee is located, whichever is lower). If the audit or any other inspection discloses an underpayment of three percent (3%) or more of the amount due for any period covered by the audit, Franchisee shall, in addition, reimburse Franchisor for all costs and expenses connected with the inspection (including, without limitation, travel expenses and reasonable accounting and attorneys' fees). The foregoing remedies shall be in addition to any other remedies Franchisor may have. Franchisor may conduct client satisfaction surveys and interview care recipients or family members in order to ensure care standard are always met.

#### **12.7 Release of Records**

At Franchisor's request, Franchisee shall authorize and direct any third parties, including accounting and legal professionals, to release to Franchisor all accounting and financial records arising from or relating to the operation of the Franchised Business including, but not limited to, records evidencing Gross Revenue, profits, losses, income, tax liabilities, tax payments, revenues, expenses, and any correspondence, notes, memoranda, audits, business records, or internal accounts within said third parties' possession, custody or control, and to continue to release such records to Franchisor on a monthly basis for the length of the unexpired term of this Agreement or until such time as Franchisor withdraws its request. Franchisee shall execute all documents necessary to facilitate the release of records referenced herein to Franchisor.

### **13. STANDARDS OF OPERATION**

#### **13.1 Authorized Products, Services and Suppliers**

Franchisee acknowledges that the reputation and goodwill of the System is based on offering high quality products and services to its customers. Accordingly, Franchisee shall provide or offer for sale or use at the Franchised Business only those items and services that Franchisor from time to time approves (and which are not thereafter disapproved) and that comply with Franchisor's specifications and quality standards. If required by Franchisor, any such items or services shall be purchased only from "Approved Suppliers" that Franchisor designates or approves (which might include, or be limited to, Franchisor or an Affiliate). Franchisee shall not offer for sale, sell or provide through the Franchised Business or from the Approved Location any products or services that Franchisor has not approved.

Franchisor shall provide Franchisee, in the Confidential Operations Manual or other written or electronic form, with a list of specifications and, if required, a list of Approved Suppliers for some or all of the supplies, signs, furniture, fixtures, inventory, equipment and other approved or specified items and services, and Franchisor may from time-to-time issue revisions to such list. If Franchisor or an Affiliate is an Approved Supplier, Franchisee shall execute a standard form purchase or supply agreement for the items to be supplied by Franchisor or its Affiliate. If Franchisee desires to utilize any products or services that Franchisor has not approved (for products and services that require supplier approval), Franchisee shall first send Franchisor sufficient information, specifications and samples for Franchisor to determine whether the service or product complies with its standards and specifications or whether the supplier meets its Approved Supplier criteria. Franchisee shall bear all expenses incurred by Franchisor in connection with determining whether it shall approve an item, service or supplier. Franchisor will decide within a reasonable time (usually thirty [30] days) after receiving the required information whether Franchisee may purchase or lease such items or services or from such supplier. Approval of a supplier may be conditioned on the supplier's ability to provide sufficient quantity of product; quality of products or services at competitive prices; production and delivery capability; and dependability and general reputation. Nothing in this Section shall be construed to require Franchisor to approve any particular supplier, or to require Franchisor to make available to prospective suppliers, standards and specifications that Franchisor deems confidential.

Notwithstanding anything contrary in this Agreement, Franchisor has the right to review from time to time its approval of any items or suppliers. Franchisor may revoke its approval of any item, service or supplier at any time by notifying Franchisee and/or the supplier. Franchisee shall, at its own expense, promptly cease using, selling or providing any items or services disapproved by Franchisor and shall promptly cease purchasing from suppliers disapproved by Franchisor.

Franchisor has the right to designate certain products and services, not otherwise authorized for general use as part of the System, to be offered locally or regionally based upon such factors as Franchisor determines including, but not limited to, franchisee qualifications, test marketing and regional or local differences. Franchisor has the right to give its consent to one (1) or more franchisees to provide certain products or services not authorized for general use as part of the System. Such consent will be based upon the factors set forth in Section 10.3 and shall not create any rights in Franchisee to provide the same products or services.

Franchisor has the right to retain volume rebates, markups and other benefits from suppliers or in connection with the furnishing of suppliers. Franchisee shall have no entitlement to or interest in any such benefits.

### **13.2 Appearance and Condition of the Franchised Business**

Franchisee shall maintain the Franchised Business, the Franchised Business Facility/office, vehicle, and equipment in "like new" condition, and shall repair or replace equipment, vehicles, fixtures, supplies, and inventory as necessary to comply with the health and safety standards and specifications of Franchisor and Franchisee's lessor and any applicable laws or regulations. The expense of such maintenance shall be borne by Franchisee and shall be in addition to any required System modifications, as described in Section 10.2.

### **13.3 Ownership and Management**

The Franchised Business shall, at all times, be under the direct supervision of Franchisee. The Designated Manager shall devote sufficient efforts to the management of the day-to-day operation of the Franchised Business, but not less than thirty-five (35) hours per week, excluding vacation, sick leave and similar absences. Franchisee shall keep Franchisor informed, in writing, at all times of the identity of its Designated Manager. Franchisee must not engage in any business or other activities that will conflict with its obligations under this Agreement. Depending on your Designated Manager's involvement in the Franchised Business and the scope and amount of activity of the Franchised Business, we may require you to hire a Client Care Manager and/or Staffing Coordinator. The Client Care Manager will be responsible for client assessments, creating plans of care, onboarding clients, and outreach with the client referral community. The Staffing Coordinator would be responsible for caregiver recruiting, scheduling, new hire orientation, and training.

### **13.4 Days of Operation**

Franchisee shall keep the Franchised Business open for business during normal business hours on the days specified in the Confidential Operations Manual. Your office must be staffed a minimum of 9:00 a.m. to 5:00 p.m. Monday through Friday. Your Franchised Business shall also utilize an on-call answering service outside of normal business hours during the weekdays and weekends.

### **13.5 Contributions and Donations**

In order to protect the Marks, Franchisee must obtain Franchisor's prior written consent before making any contributions or donations of items, services or funds to any individual or entity, or provide any type of other benefit to any charitable, religious, political, social, civic or other type of organization (or to any individual on behalf of any organization). Franchisor may withhold any such consent in its sole and absolute discretion.

### **13.6 Licenses and Permits**

Franchisee shall secure and maintain in force all required licenses, permits and certificates necessary for the operation of the Franchised Business and shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations. Franchisor makes no representation to Franchisee with regard to any legal requirements that Franchisee must satisfy or comply with in connection with the operation of the Franchised Business. Franchisee shall be solely responsible for investigating and complying with all such laws, ordinances and regulations regarding the operation of the Franchised Business.

### **13.7 Notification of Proceedings**

Franchisee shall notify Franchisor in writing of the receipt of a notice of demand or threatened claim of liability of, or damages against or involving, Franchisee or the Franchised Business not more than five (5) days after Franchisee's receipt of such notice. Franchisee shall notify Franchisor in writing of the commencement of any action, suit or proceeding involving Franchisee or the Franchised Business, and of the issuance of any order, writ, injunction, judgment, award or decree which may affect the operation or financial condition of the Franchised Business not more than five (5) days after notice of such commencement or issuance. Franchisee shall deliver to Franchisor not more than five (5) days after Franchisee's receipt thereof, a copy of any inspection report, warning, certificate or rating by any governmental agency relating to any health or safety law, rule or regulation that reflects Franchisee's

failure to meet and maintain the highest applicable rating or Franchisee's noncompliance or less than full compliance with any applicable law, rule or regulation.

### **13.8 Compliance with Good Business Practices**

Franchisee acknowledges that the quality of customer service, and every detail of appearance and demeanor of Franchisee and its employees, is material to this Agreement and the relationship created and licenses granted hereby. Therefore, Franchisee shall endeavor to maintain high standards of quality and service in the operation of the Franchised Business. Franchisee shall always give prompt, courteous and efficient service to customers of the Franchised Business. The Franchised Business shall in all dealings with its customers, vendors and the general public, adhere to the highest standards of honesty, fair dealing and ethical conduct. If Franchisor deems that Franchisee did not fairly handle a customer complaint, Franchisor has the right to intervene and satisfy the customer. Franchisor has the right to terminate this Agreement for violation of this Section. Franchisee shall reimburse Franchisor for all costs incurred by Franchisor in servicing a customer of the Franchised Business pursuant to this Section. Franchisor or its authorized agents may conduct client satisfaction surveys and interview care recipients or family members in order to ensure that care standards are always met.

### **13.9 Uniforms**

Franchisee shall abide by any uniform or dress code requirements stated in the Confidential Operations Manual or otherwise. Uniforms, if required, must be purchased from an Approved Supplier, if such is designated, or if none, then a supplier who meets Franchisor's specifications and quality standards for uniforms.

### **13.10 E-Mail**

Franchisee shall, at all times and at Franchisee's expense, maintain an e-mail address and account for communicating with Franchisor. Franchisee may change its e-mail address by giving written notice of such change of address to Franchisor.

### **13.11 Best Efforts**

Franchisee shall use its best efforts to promote and increase the sales, grow the IHeart Caregiver Services Brand with all potential referral source accounts within their Territory and recognition of services offered through the Franchised Business. Franchisee shall require all of Franchisee's employees, managers, officers, agents and representatives to make a good faith effort to enhance and improve the System and the sales of all products and services provided as part of the System.

### **13.12 Employees**

You shall have the sole responsibility and authority concerning employee selection and promotion, employment records, work schedules, discipline, hours worked, rates of pay and other benefits, work assigned, and working conditions. We may merely recommend or suggest employee qualifications, training, and appearance that are in keeping with brand standards, however, these employment decisions are ultimately your sole responsibility and authority to make.

**13.13 Privacy Laws**

You agree to abide by all applicable laws pertaining to the privacy of consumer, employee, and transactional information (“**Privacy Laws**”). You agree to comply with our standards and policies pertaining to Privacy Laws. If there is a conflict between our standards and policies pertaining to Privacy Laws and applicable law, you will: (i) comply with the requirements of applicable law; (ii) immediately provide us with written notice of said conflict; and (iii) promptly and fully cooperate with us and our counsel in determining the most effective way, if possible, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You agree that you will not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to said policy.

**14. FRANCHISOR’S ADDITIONAL OPERATIONS ASSISTANCE**

**14.1 General Advice and Guidance**

Franchisor shall be available to render advice, discuss problems and offer general guidance to Franchisee by telephone, e-mail, facsimile, newsletters and other methods with respect to planning, opening and operating the Franchised Business. Franchisor shall not charge for this service; however, Franchisor retains the right to refuse or charge a fee for this service should Franchisee be deemed by Franchisor to be utilizing this service too frequently or in an unintended manner. Franchisor’s advice or guidance to Franchisee relative to prices for products and services that, in Franchisor’s judgment, constitutes good business practice is based upon the experience of Franchisor and its franchisees in operating 1Heart Caregiver Services Franchised Businesses and an analysis of costs and prices charged for competitive products and services. Franchisee shall have the sole right to determine the prices to be charged by the Franchised Business; provided, however, that Franchisor shall have the sole right to determine the prices to be charged for products sold through the 1Heart Caregiver Services Internet site, including products sold to persons identified as customers of the Franchised Business.

**14.2 Periodic Visits**

Franchisor or Franchisor’s representative may make periodic visits, which may be announced or unannounced, to the Franchised Business for the purposes of consultation, assistance and guidance with respect to various aspects of the operation and management of the Franchised Business. Franchisor and Franchisor’s representatives who visit the Franchised Business may prepare, for the benefit of both Franchisor and Franchisee, written reports detailing any problems or concerns discovered during any such visit and outlining any required or suggested changes or improvements in the operations of the Franchised Business. A copy of any such written report may be provided to Franchisee. Franchisee shall implement any required changes or improvements as required by Franchisor with time being of the essence.

**15. INSURANCE**

**15.1 Types and Amounts of Coverage**

At its sole expense, Franchisee shall procure within sixty (60) days of the Effective Date and maintain in full force and effect during the term of this Agreement, the types of insurance listed below. All policies (except any workers’ compensation insurance) shall expressly name Franchisor as an additional insured or loss payee

and all shall contain a waiver of all subrogation rights against Franchisor and its successors and assigns. In addition to any other insurance that may be required by applicable law, or by lender or lessor, Franchisee shall procure:

“All risk” property insurance coverage on all assets including inventory, furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business. Franchisee’s property insurance policy shall include coverage for fire, vandalism and malicious mischief and must have coverage limits of at least full replacement cost;

workers’ compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and employer liability coverage with a minimum limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) or, if higher, the statutory minimum limit as required by state law;

comprehensive general liability insurance against claims for bodily and personal injury, death and property damage caused by, or occurring in conjunction with, the operation of the Franchised Business, or Franchisee’s conduct of business pursuant to this Agreement, with a minimum liability coverage of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence or, if higher, the statutory minimum limit required by state law;

business interruption insurance in amounts and with terms acceptable to Franchisor;

automobile liability insurance for owned, non-owned or hired vehicles, with a combined single limit of at least ONE MILLION DOLLARS (\$1,000,000.00) or, if higher, the statutory minimum limit required by state law;  
insurance coverage for contractual indemnity;

bond as required by law;

such insurance as necessary to provide coverage under the indemnity provisions set forth in Section 21.3; and

15.1.9 professional liability insurance with coverage of at least ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

### **15.2 Future Increases**

Franchisor has the right to reasonably increase the minimum liability protection requirement annually and require different or additional insurance coverage(s) to reflect inflation, changes in standards of liability, future damage awards or other relevant changes in circumstances.

### **15.3 Carrier Standards**

Such policies shall be written by an insurance company licensed in the state in which Franchisee operates and having at least an “A” Rating Classification as indicated in the latest issue of A.M. Best’s Key Rating Guide. Although A.M. Best groups “A” and “A-” in the same classification, Franchisor requires an “A” rating.

### **15.4 Evidence of Coverage**

Franchisee's obligation to obtain and maintain the foregoing policies shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of this obligation relieve it of liability under the indemnity provisions set forth in Section 21.3. Franchisee shall provide, annually, certificates of insurance showing compliance with the foregoing requirements. Such certificates shall state that said policy or policies shall not be canceled or altered without at least thirty (30) days' prior written notice to Franchisor and shall reflect proof of payment of premiums.

#### **15.5 Failure to Maintain Coverage**

Should Franchisee not procure and maintain insurance coverage as required by this Agreement, Franchisor has the right (but not the obligation) to immediately procure such insurance coverage and to charge the premiums to Franchisee, which charges, together with a reasonable fee for expenses incurred by Franchisor in connection with such procurement, shall be payable by Franchisee immediately upon notice.

### **16. DEFAULT AND TERMINATION**

#### **16.1 Termination by Franchisee**

If Franchisee is in full compliance with all of the terms of this Agreement and Franchisor materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notice identifying the claimed breach, Franchisee may elect to terminate this Agreement unless the breach cannot reasonably be cured within such thirty (30) days. If the breach cannot reasonably be cured in such thirty (30) days, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period and furnish Franchisee reasonable proof of such efforts.

#### **16.2 Termination by Franchisor**

Franchisor has the right to terminate this Agreement, without any opportunity to cure by Franchisee, if Franchisee:

16.2.1.1 fails to timely select an approved site for or establish, equip and commence operations of the Franchised Business pursuant to Section 5;

16.2.1.2 fails to have its Designated Manager satisfactorily complete any training program pursuant to Section 8;

16.2.1.3 made any material misrepresentation or omission in its application for the Franchise or otherwise to Franchisor in the course of entering into this Agreement;

16.2.1.4 if Franchisee or any of its owners is convicted of or pleads no contest to a felony or other crime or offense that is likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.5 after notice to cure, fails to refrain from activities, behavior or conduct likely to adversely affect the reputation of Franchisor, Franchisee or the Franchised Business;

16.2.1.6 discloses, duplicates or otherwise uses in an unauthorized manner any portion of the Confidential Operations Manual, Trade Secrets or any other Confidential Information;

16.2.1.7 if required by Franchisor, fails to have any holder of a legal or beneficial interest in Franchisee (and any member of their immediate families or households), and any officer, director, executive, manager or member of the professional staff and all employees of Franchisee, execute a nondisclosure and non-competition agreement, in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2, upon execution of this Agreement or prior to each such person's affiliation with Franchisee or fails to provide Franchisor with copies of all nondisclosure and non-competition agreements signed pursuant to Section 7.4 if requested by Franchisor;

16.2.1.8 abandons, fails or refuses to actively operate the Franchised Business for five (5) or more consecutive days (unless the Franchised Business has not been operational for a purpose approved by Franchisor), or, if first approved by Franchisor, fails to promptly relocate the Franchised Business following the expiration or termination of the lease for the Approved Location, the destruction or condemnation of the Approved Location or any other event rendering the Approved Location unusable;

16.2.1.9 surrenders or transfers control of the operation of the Franchised Business without Franchisor's approval, makes or attempts to make an unauthorized direct or indirect assignment of the Franchise or an ownership interest in Franchisee, or fails or refuses to assign the Franchise or the interest in Franchisee of a deceased or incapacitated owner thereof as herein required;

16.2.1.10 fails to maintain the Franchised Business under the primary supervision of a Designated Manager during the one hundred eighty (120) days following the death or Incapacity of Franchisee or any holder of a legal or beneficial interest in Franchisee pursuant to Section 18.6;

16.2.1.11 submits to Franchisor on two (2) or more separate occasions at any time during the term of the Franchise any reports or other data, information or supporting records that understate any Royalty Fee or any other fees owed to Franchisor by more than three percent (3%) for any accounting period and Franchisee is unable to demonstrate that such understatements resulted from inadvertent error;

16.2.1.12 is adjudicated as bankrupt, becomes insolvent, commits any affirmative act of insolvency, or files any action or petition of insolvency; if a receiver of its property or any part thereof is appointed by a court; if it makes a general assignment for the benefit of its creditors; if a final judgment remains unsatisfied of record for thirty (30) days or longer (unless *supersedeas* bond is filed); if execution is levied against Franchisee's business or property; if a suit to foreclose any lien or mortgage against its Approved Location or equipment is instituted against Franchisee and not dismissed within thirty (30) days or is not in the process of being dismissed;

16.2.1.13 misuses or makes an unauthorized use of any of the Marks or commits any other act which can reasonably be expected to impair the goodwill associated with any of the Marks;

16.2.1.14 fails on two (2) or more separate occasions within any period of twelve (12) consecutive months to submit reports or other information or supporting records when due, to pay any Royalty Fee, Extraterritorial Royalty, Brand Fund Contribution, amounts due for purchases from Franchisor and any Affiliate, or other payment when due to Franchisor or any Affiliate, whether or not such failures to comply are corrected after notice thereof is delivered to Franchisee;



16.2.1.15 violates on two (2) or more occasions any health or safety law, ordinance or regulation, or operates the Franchised Business in a manner that presents a health or safety hazard to its customers, employees or the public;

16.2.1.16 engages in any activity exclusively reserved to Franchisor;

16.2.1.17 fails to comply with any applicable law or regulation within ten (10) days after being given notice of noncompliance;

16.2.1.18 breaches this Agreement and/or fails to comply with mandatory specifications, customer service standards or operating procedures prescribed in the Confidential Operations Manual on two (2) or more separate occasions within any period of twelve (12) consecutive months, whether or not previous breaches or failures are cured; or

16.2.1.19 defaults under any other agreement between Franchisor (or any Affiliate) and Franchisee, such that Franchisor or its Affiliate, as the case may be, has the right to terminate such agreement or such agreement automatically terminates.

Franchisor has the right to terminate this Agreement for the following breaches and defaults by giving notice of such termination stating the nature of the default; provided, however, that Franchisee may avoid termination by curing such default or failure (or by providing proof acceptable to Franchisor that Franchisee has made all reasonable efforts to cure such default or failure and shall continue to make all reasonable efforts to cure until a cure is effected if such default or failure cannot reasonably be cured before the effective date of the termination) within the specified period:

16.2.1.20 within five (5) days of receiving notice of Franchisee's failure to pay any amounts due to Franchisor;

16.2.1.21 within ten (10) days of receiving notice of Franchisee's failure to maintain insurance as specified in Section 15 of this Agreement; or

16.2.1.22 within thirty (30) days of receiving notice of any other default by Franchisee or upon Franchisee's failure to comply with any mandatory specification, standard or operating procedure prescribed in the Confidential Operations Manual or otherwise prescribed in writing.

### **16.3 Reinstatement and Extension**

If provisions of this Agreement provide for periods of notice less than those required by applicable law, or provide for termination, cancellation or non-renewal other than in accordance with applicable law, Franchisor may reinstate or extend the term of this Agreement for the purpose of complying with applicable law by submitting a written notice to Franchisee without waiving any of Franchisor's rights under this Agreement.

### **16.4 Right of Franchisor to Discontinue Services to Franchisee**

If Franchisee is in breach of any obligation under this Agreement, and Franchisor delivers to Franchisee a notice of termination pursuant to Section 16.2, Franchisor has the right to suspend its performance of any of its obligations under this Agreement including, without limitation, the sale or supply of any products or services for which Franchisor is an Approved Supplier to Franchisee, until such time as Franchisee corrects the breach.

### **16.5 Right of Franchisor to Operate Franchised Business**

Following the delivery of a notice of termination, if necessary, in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume the operation of the Franchised Business until such time as Franchisee corrects the breach. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS (\$600.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business. Should Franchisor elect to assume the operation of the Franchised Business on a temporary basis, Franchisor shall have no responsibility or liability for the obligations, debts or payments under the lease for the Approved Location (if any) or otherwise.

## **17. RIGHTS AND DUTIES UPON EXPIRATION OR TERMINATION**

### **17.1 Actions to be Taken**

Except as otherwise provided herein, upon termination or expiration, this Agreement and all rights granted hereunder to Franchisee shall terminate and Franchisee shall:

immediately cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

cease to use the Trade Secrets or other Confidential Information, the System and the Marks including, without limitation, all signs, slogans, symbols, logos, advertising materials, stationery, forms and any other items which display or are associated with the Marks;

upon demand by Franchisor, franchisee will immediately assign (or, if an assignment is prohibited, sublease for the full remaining term, and on the same terms and conditions as Franchisee's lease) its interest in the lease then in effect for the Approved Location to Franchisor and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement, and Franchisor has the right to pay rent and other expenses directly to the party to whom such payment is ultimately due;

take such action as may be necessary to cancel or assign to Franchisor, at Franchisor's option, any assumed name or equivalent registration filed with state, city or county authorities which contains the name "Caregiver Services" or any other Mark, and Franchisee shall furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement;

pay all sums owing to Franchisor and any Affiliate. In the event of termination for any default of Franchisee, such sums shall include, but not be limited to, all damages, costs and expenses, including reasonable attorneys' fees with respect to litigation, arbitration, appellate or bankruptcy proceedings, unpaid Royalty Fees, loss of future Royalty Fee payments incurred by Franchisor as a result of any early termination of this Agreement, and any other amounts due to Franchisor or any Affiliate;

pay to Franchisor all costs and expenses, including reasonable attorneys' fees, incurred by Franchisor subsequent to the termination or expiration of the Franchise in obtaining injunctive or other relief for the enforcement of any provisions of this Agreement;

immediately return to Franchisor the Confidential Operations Manual, Trade Secrets and all other Confidential Information including records, files, instructions, brochures, agreements, disclosure statements and any and all other materials provided by Franchisor to Franchisee relating to the operation of the Franchised Business (all of which are acknowledged to be Franchisor's property);

return to Franchisor all Customer Data, stored or copied in any and all formats, in the manner we prescribe. You acknowledge and agree that we own the Customer Data, and you have no right to use, or to transfer or sell to a third party, the Customer Data upon termination or expiration of this Agreement;

assign all telephone listings and numbers for the Franchised Business to Franchisor and shall notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone numbers or facsimile numbers associated with the Marks in any regular, classified or other telephone directory listing and shall authorize transfer of same to or at the direction of Franchisor; and

provide to Franchisor all information regarding pending commitments from prospective clients, referral sources or any family that inquired over the previous 6 months and comply with all other applicable provisions of this Agreement.

### **17.2 Post-Termination Covenant Not to Compete**

Franchisee acknowledges that the restrictive covenants contained in this Section and in Section 7 are fair and reasonable and are justifiably required for purposes including, but not limited to, the following:

17.2.1.1 to protect the Trade Secrets and other Confidential Information of Franchisor;

17.2.1.2 to induce Franchisor to grant a Franchise to Franchisee; and

17.2.1.3 to protect Franchisor against its costs in training Franchisee and its officers, directors, executives, professional staff and Designated Managers.

Except as otherwise approved in writing by Franchisor, neither Franchisee, nor any holder of a legal or beneficial interest in Franchisee, nor any officer, director, executive, manager or member of the professional staff of Franchisee, shall, for a period of two (2) years after the expiration or termination of this Agreement, regardless of the cause of termination, either directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity:

17.2.1.4 own an interest in, manage, operate, engage in, or provide in-home caregiver services to customers through a Competitive Business located or operating (a) within a twenty-five (25) mile radius of the Approved Location or within the Territory (whichever is greater), or (b) within a twenty-five (25) mile radius of the location of any other IHeart Caregiver Services Franchised Business in existence at the time of termination or expiration; or

17.2.1.5 solicit or otherwise attempt to induce or influence any customer of Franchisor or any of Franchisor's IHeart Caregiver Services Home Care Businesses to terminate or modify his, her or its business relationship with Franchisor or any of Franchisor's IHeart Caregiver Services Home Care Businesses or to compete against Franchisor.

In furtherance of this Section, Franchisor has the right to require certain individuals to execute standard form nondisclosure or non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached as Exhibit 2.

If for whatever reason, either the above area or time frame covered by the Nondisclosure and Non-Competition Agreement is deemed unreasonable by a court of law, then and only in such an event shall such area and/or its time frame be reduced accordingly by the court. The rulings by the court concerning the area or time frame or any other judicial interpretation shall not affect the rest and remainder of such restrictive covenants.

### **17.3 Unfair Competition**

If Franchisee operates any other business, Franchisee shall not use any reproduction, counterfeit, copy or colorable imitation of the Marks or proprietary programs, either in connection with such other business or the promotion thereof, that is likely to cause confusion, mistake or deception, or that is likely to dilute Franchisor's rights in the Marks. Franchisee shall not utilize any designation of origin, description or representation that suggests or represents an association or connection with Franchisor. This Section is not intended as an approval of Franchisee's right to operate other businesses and in no way is it intended to contradict Sections 7, 17.1 or 17.2. If Franchisor elects not to receive an assignment or sublease of the Approved Location, Franchisee shall make such modifications or alterations to the Approved Location (including changing telephone and facsimile numbers) immediately upon termination or expiration of this Agreement as may be necessary to prevent any association between Franchisor or the System and any business subsequently operated by Franchisee or others at the Approved Location. Franchisee shall make such specific additional changes to the Approved Location as Franchisor may reasonably request for that purpose including, without limitation, removal of all physical and structural features identifying or distinctive to the System. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor has the right to enter upon the Approved Location for the purpose of making or causing to be made such changes as may be required, at the expense of Franchisee, which expense Franchisee shall pay upon demand.

### **17.4 Franchisor's Option to Purchase Certain Business Assets**

Franchisor has the right (but not the obligation), for a period of thirty (30) days after termination or expiration of this Agreement, to purchase any or all assets of the Franchised Business including, but not limited to, leasehold improvements, equipment, supplies and other inventory. The purchase price shall be equal to the assets' fair market value, as determined by an independent appraiser. If Franchisor elects to exercise this option to purchase, it has the right to set off all amounts due from Franchisee under this Agreement, if any, against the purchase price.

### **17.5 Survival of Certain Provisions**

All obligations of Franchisor and Franchisee, which expressly or by their nature survive the expiration or termination of this Agreement, shall continue in full force and effect subsequent to and notwithstanding their expiration or termination and until satisfied or by their nature expire.

### **17.6 Liquidated Damages**

If termination is the result of Franchisee's default, Franchisee will pay to Franchisor a lump sum payment (as liquidated damages for causing the premature termination of this Agreement

and not as a penalty) equal to the total of all Royalty Fee payments for: (a) the twenty-four (24) calendar months of operation of Franchisee preceding Franchisee's default; (b) the period of time Franchisee has been in operation preceding the notice, if less than twenty-four (24) calendar months, projected on a twenty-four (24) calendar month basis; or (c) any shorter period as equals the unexpired term at the time of termination. The parties agree that a precise calculation of the full extent of the damages that Franchisor will incur on termination of this Agreement as a result of Franchisee's default is difficult and the parties desire certainty in this matter and agree that the lump sum payment provided under this Section is reasonable in light of the damages for premature termination that Franchisor will incur. This payment is not exclusive of any other remedies that Franchisor may have including recovery of attorneys' fees and costs.

## **18. TRANSFERABILITY OF INTEREST**

### **18.1 Transfer by Franchisor**

This Agreement and all rights and duties hereunder are fully transferable in whole or in part by Franchisor and such rights will inure to the benefit of any person or entity to whom transferred; provided, however, that with respect to any assignment resulting in the subsequent performance by the assignee of the functions of Franchisor, the assignee shall assume the obligations of Franchisor hereunder and Franchisor shall thereafter have no liability for the performance of any obligations contained in this Agreement.

### **18.2 Transfer by Franchisee to a Third Party**

The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Business, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval shall be null and void and shall constitute a material breach of this Agreement. If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

Franchisee has complied with the requirements set forth in Section 19;

all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

Franchisee (and any transferring owners, if Franchisee is a business entity) has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor, including its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee shall give the maximum release allowed by law;

the prospective transferee has satisfied Franchisor that it meets Franchisor's management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require to demonstrate ability to conduct the Franchised Business;

the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current franchise agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the franchise agreement then executed shall be for the term specified in such agreement;

the transferee has executed a general release, in a form the same as or similar to the General Release attached as Exhibit 1, of any and all claims against Franchisor and its officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00);

the transferee, or all holders of a legal or beneficial interest in the transferee, has agreed to be personally bound jointly and severally by all provisions of this Agreement for the remainder of its term by executing a personal guaranty in such form as prepared by Franchisor;

Franchisee has agreed to be bound to the obligations of the new franchise agreement and to guarantee the full performance thereof by the transferee, if required by Franchisor;

the transferee has obtained all necessary consents and approvals by third parties (such as the lessor of the Approved Location) and all applicable federal, state and local laws, rules, ordinances and requirements applicable to the transfer have been complied with or satisfied;

Franchisee has, and if Franchisee is an entity, all of the holders of a legal and beneficial interest in Franchisee have executed and delivered to Franchisor a nondisclosure and non-competition agreement in a form satisfactory to Franchisor and in substance the same as the nondisclosure and non-competition covenants contained in Sections 7 and 17;

the transferee agrees that its Designated Manager shall complete, to Franchisor's satisfaction, a training program in substance similar to the initial training described in Section 8.1 prior to assuming the management of the day-to-day operation of the Franchised Business; and

the transferee has obtained all necessary types of insurance as described in Section 15.1.

### **18.3 Transfer to a Controlled Entity**

If Franchisee wishes to transfer this Agreement or any interest herein to a corporation, limited liability company or other legal entity which shall be entirely owned by Franchisee ("Controlled Entity"), which Controlled Entity is being

formed for the financial planning, tax or other convenience of Franchisee, Franchisor's consent to such transfer shall be conditioned upon the satisfaction of the following requirements:

18.3.1.1 the Controlled Entity is newly organized, and its charter provides that its activities are confined exclusively to the operation of the Franchised Business;

18.3.1.2 Franchisee or all holders of a legal or beneficial interest in Franchisee own all of the equity and voting power of the outstanding stock or other capital interest in the Controlled Entity;

18.3.1.3 all obligations of Franchisee to Franchisor or any Affiliate are fully paid and satisfied; provided, however, that neither Franchisee nor the Controlled Entity shall be required to pay a transfer fee as required pursuant to Section 18.2;

18.3.1.4 the Controlled Entity has entered into a written agreement with Franchisor expressly assuming the obligations of this Agreement and all other agreements relating to the operation of the Franchised Business. If the consent of any other party to any such other agreement is required, Franchisee has obtained such written consent and provided the same to Franchisor prior to consent by Franchisor;

18.3.1.5 all holders of a legal or beneficial interest in the Controlled Entity have entered into an agreement with Franchisor jointly and severally guaranteeing the full payment of the Controlled Entity's obligations to Franchisor and the performance by the Controlled Entity of all the obligations of this Agreement;

18.3.1.6 each stock certificate or other ownership interest certificate of the Controlled Entity has conspicuously endorsed upon the face thereof a statement in a form satisfactory to Franchisor that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon transfers and assignments by this Agreement; and

18.3.1.7 copies of the Controlled Entity's articles of incorporation or organization, bylaws, operating agreement, federal tax identification number and other governing regulations or documents, including resolutions of the board of directors authorizing entry into this Agreement, have been promptly furnished to Franchisor. Any amendment to any such documents shall also be furnished to Franchisor immediately upon adoption.

The term of the transferred franchise shall be the unexpired term of this Agreement, including all renewal rights, subject to any and all conditions applicable to such renewal rights.

Franchisor's consent to a transfer of any interest in this Agreement, or of any ownership interest in the Franchised Business, shall not constitute a waiver of any claims Franchisor may have against the transferor or the transferee, nor shall it be deemed a waiver of Franchisor's right to demand compliance with the terms of this Agreement.

#### **18.4 Franchisor's Disclosure to Transferee**

Franchisor has the right, without liability of any kind or nature whatsoever to Franchisee, to make available for inspection by any intended transferee of Franchisee all or any part of Franchisor's records relating to this Agreement, the Franchised Business or to the history of the relationship of the parties hereto. Franchisee hereby specifically consents to such disclosure by Franchisor and shall release and hold Franchisor harmless from and against

any claim, loss or injury resulting from an inspection of Franchisor's records relating to the Franchised Business by an intended transferee identified by Franchisee.

### **18.5 For-Sale Advertising**

Franchisee shall not, without prior written consent of Franchisor, place in, on or upon the location of the Franchised Business, or in any communication media, any form of advertising relating to the sale of the Franchised Business, or the rights granted hereunder.

### **18.6 Transfer by Death or Incapacity**

Upon the death or Incapacity of Franchisee (if Franchisee is an individual) or any holder of a legal or beneficial interest in Franchisee (if Franchisee is a business entity), the appropriate representative of such person (whether administrator, personal representative or trustee) shall, within a reasonable time not exceeding one hundred twenty (120) days following such event, transfer such individual's interest in the Franchised Business or in Franchisee to a third party approved by Franchisor. Such transfers, including transfers by will or inheritance, shall be subject to the conditions for assignments and transfers contained in this Agreement, unless prohibited by the laws of the state wherein Franchisee resided, with such choice of law provision being applicable only for this Section 18.6. During such one hundred twenty (120) day period, the Franchised Business must remain at all times under the primary management of a Designated Manager who otherwise meets Franchisor's management qualifications.

Following such a death or Incapacity of such person as described in this Section 18.6, if necessary, in Franchisor's discretion, Franchisor shall have the right, but not the obligation, to assume operation of the Franchised Business until the deceased or incapacitated owner's interest is transferred to a third party approved by Franchisor. Franchisor may charge a management fee as stated in the Confidential Operations Manual from time to time, currently equal to SIX HUNDRED DOLLARS (\$600.00) per day, and Franchisor shall be entitled to reimbursement of any expenses Franchisor incurs that are not paid out of the operating cash flow of the Franchised Business.

## **19. RIGHT OF FIRST REFUSAL**

### **19.1 Submission of Offer**

If Franchisee, or any of its owners, proposes to sell or otherwise transfer (including a transfer by death or Incapacity pursuant to Section 18.6) the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder, Franchisee shall obtain and deliver a *bona fide*, executed written offer or proposal to purchase, along with all pertinent documents including any contract or due diligence materials, to Franchisor, except with regards to a sale or transfer to a family member. The offer must apply only to an approved sale of the assets or interests listed above and may not include any other property or rights of Franchisee or any of its owners.

### **19.2 Franchisor's Right to Purchase**

Franchisor shall, for thirty (30) days from the date of delivery of all such documents, have the right, exercisable by written notice to Franchisee, to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to Franchisee. Franchisor has the right to substitute cash for the fair market value of any form of payment proposed in such offer. Franchisor's credit shall be deemed at least equal to the credit of any proposed buyer. After providing notice to Franchisee of Franchisor's intent to exercise this right of first refusal, Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to



receive from Franchisee all customary representations and warranties given by Franchisee as the seller of the assets or such ownership interest or, at Franchisor's election, such representations and warranties contained in the proposal, and indemnification from breach of such representations and warranties.

### **19.3 Non-Exercise of Right of First Refusal**

If Franchisor does not exercise its right of first refusal within thirty (30) days from the date of delivery of all such documents, the offer or proposal may be accepted by Franchisee or any of its owners, subject to Franchisor's prior written approval as required by Section 18.2. Should the sale fail to close within one hundred eighty (180) days after the offer is delivered to Franchisor, Franchisor's right of first refusal shall renew and be implemented in accordance with this Section.

### **19.4 Sales or Transfers to Family Excepted**

If Franchisee, or any of its owners, proposes to sell or otherwise transfer the Franchised Business (or any of its assets outside of the normal course of business), any ownership interest in Franchisee or any ownership interest in the Franchise granted hereunder to a member of Franchisee's (or its owners') family, then the terms and conditions of this Section 19 shall be inapplicable. Nothing in this Section 19.4 shall be construed to relieve Franchisee from full compliance with the terms and conditions of Section 18.2 prior to a sale or transfer to family pursuant to this Section.

## **20. BENEFICIAL OWNERS OF FRANCHISEE**

Franchisee represents, and Franchisor enters into this Agreement in reliance upon such representation, that the individuals identified in Exhibit 4 are the sole holders of a legal or beneficial interest (in the stated percentages) of Franchisee.

## **21. RELATIONSHIP AND INDEMNIFICATION**

### **21.1 Relationship**

This Agreement is purely a contractual relationship between the parties and does not appoint or make Franchisee an agent, legal representative, joint venture, partner, employee, servant or independent contractor of Franchisor for any purpose whatsoever. Franchisee may not represent or imply to third parties that Franchisee is an agent of Franchisor, and Franchisee is in no way authorized to make any contract, agreement, warranty or representation on behalf of Franchisor, or to create any obligation, express or implied, on Franchisor's behalf. During the term of this Agreement, and any extension or renewal hereof, Franchisee shall hold itself out to the public only as a franchisee and an owner of the Franchised Business operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee shall take such affirmative action as may be necessary to do so including, without limitation, exhibiting a notice of that fact in a conspicuous place on the Approved Location and on all forms, stationery or other written materials, the content of which Franchisor has the right to specify. Under no circumstances shall Franchisor be liable for any act, omission, contract, debt, nor any other obligation of Franchisee. Franchisor shall in no way be responsible for any injuries to persons or property resulting from the operation of the Franchised Business. Any third-party contractors and vendors retained by Franchisee to convert or construct the premises are independent contractors of Franchisee alone. You further acknowledge and agree that we are not, and nothing in this Agreement or the Operations Manual is intended to make us, the employer or joint employer of your employees.

### **21.2 Standard of Care**

This Agreement does not establish a fiduciary relationship between the parties. Unless otherwise specifically provided in this Agreement with respect to certain issues, whenever this Agreement requires Franchisee to obtain Franchisor's written consent or permits Franchisee to take any action or refrain from taking any action, Franchisor is free to act in its own self-interest without any obligation to act reasonably, to consider the impact on Franchisee or to act subject to any other standard of care limiting Franchisor's right, except as may be provided by statute or regulation.

### **21.3 Indemnification**

To the fullest extent permitted by law, Franchisee shall, at Franchisee's sole cost and expense, hold harmless and indemnify Franchisor, any Affiliate, all holders of a legal or beneficial interest in Franchisor and all officers, directors, executives, managers, members, partners, owners, employees, agents, successors and assigns (collectively "Franchisor Indemnities") from and against all losses, damages, fines, costs, expenses or liability (including reasonable attorneys' fees and all other costs of litigation) incurred in connection with any action, suit, demand, claim, investigation or proceeding, or any settlement thereof, which arises from or is based upon (a) any personal injury, bodily injury or property damage whatsoever occurring in or at the location of the Franchised Business; (b) any bodily injury to an employee of Franchisee arising out of and in the course of employment of the employee; (c) Franchisee's ownership or operation of the Franchised Business; (d) Franchisee's breach of the lease for the Approved Location; (e) Franchisee's violation, breach or asserted violation or breach of any federal, state or local law, regulation or rule; (f) Franchisee's breach of any representation, warranty, covenant, or provision of this Agreement or any other agreement between Franchisee and Franchisor (or an Affiliate); (g) Franchisee's defamation of Franchisor or the System; (h) Franchisee's acts, errors or omissions committed or incurred in connection with the Franchised Business and or place of operations, including any negligent or intentional acts; or (i) Franchisee's infringement, violation or alleged infringement or violation of any Mark, patent or copyright or any misuse of the Trade Secrets or other Confidential Information. The obligations of this Section 21.3 shall expressly survive the termination of this Agreement.

### **21.4 Right to Retain Counsel**

Franchisee shall give Franchisor immediate notice of any such action, suit, demand, claim, investigation or proceeding that may give rise to a claim for indemnification by a Franchisor Indemnity. Franchisor has the right to retain counsel of its own choosing in connection with any such action, suit, demand, claim, investigation or proceeding. In order to protect persons, property, Franchisor's reputation or the goodwill of others, Franchisor has the right to, at any time without notice, take such remedial or corrective actions as it deems expedient with respect to any action, suit, demand, claim, investigation or proceeding if, in Franchisor's sole judgment, there are grounds to believe any of the acts or circumstances listed above have occurred. If Franchisor's exercise of its rights under this Section to take corrective or remedial action, causes any of Franchisee's insurers to refuse to pay a third-party claim, all cause of action and legal remedies Franchisee might have against such insurer shall automatically be assigned to Franchisor without the need for any further action on either party's part. Under no circumstances shall Franchisor be required or obligated to seek coverage from third parties or otherwise mitigate losses in order to maintain a claim against Franchisee. The failure to pursue such remedy or mitigate such loss shall in no way reduce the amounts recoverable by Franchisor from Franchisee.

## **22. GENERAL CONDITIONS AND PROVISIONS**

### **22.1 No Waiver**

No failure of Franchisor to exercise any power reserved to it hereunder, or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom nor practice of the parties in variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with the terms of this Agreement. Waiver by Franchisor of any particular default by Franchisee shall not be binding unless in writing and executed by Franchisor and shall not affect nor impair Franchisor's right with respect to any subsequent default of the same or of a different nature. Subsequent acceptance by Franchisor of any payment(s) due shall not be deemed to be a waiver by Franchisor of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

### **22.2 Injunctive Relief**

As any breach by Franchisee of any of the restrictions contained in Sections 6, 7 and 17 would result in irreparable injury to Franchisor, and as the damages arising out of any such breach would be difficult to ascertain, in addition to all other remedies provided by law or in equity, Franchisor shall be entitled to seek injunctive relief (whether a restraining order, a preliminary injunction or a permanent injunction) against any such breach, whether actual or contemplated, without the necessity of posting security or bond and Franchisee shall be responsible for Franchisor's reasonable attorneys' fees incurred in pursuing the same. Franchisor's right to seek injunctive relief will not affect the parties' waiver of jury trial and covenant to arbitrate all disputes in accordance with Section 23.6. Franchisor's rights herein shall include pursuing injunctive relief through arbitration or in a state or federal court.

### **22.3 Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed received: (a) at the time delivered by hand to the recipient party (or to an officer, director or partner of the recipient party); (b) on the next business day after transmission by facsimile or other reasonably reliable electronic communication system; (c) two (2) business days after being sent via guaranteed overnight delivery by a commercial courier service; or (d) five (5) business days after being sent by Registered Mail, return receipt requested. Either party may change its address by a written notice sent in accordance with this Section 22.3. All notices, payments and reports required by this Agreement shall be sent to Franchisor at the following address:

1HCS Franchising LLC  
Belina Calderon-Nernberg, CEO  
18455 Burbank Blvd., Suite 210  
Tarzana, CA 91356

### **22.4 Cost of Enforcement or Defense**

If Franchisor or Franchisee is required to enforce this Agreement in a judicial or arbitration proceeding, the prevailing party shall be entitled to reimbursement of its costs, including reasonable accounting and attorneys' fees, in connection with such proceeding.

### **22.5 Unlimited Guaranty and Assumption of Obligations**

All holders of a legal or beneficial interest in Franchisee of five percent (5%) or greater shall be required to execute, as of the date of this Agreement, the Unlimited Guaranty and Assumption of Obligations attached

as Exhibit 3, through which such holders agree to assume and discharge all of Franchisee's obligations under this Agreement and to be personally liable hereunder for all of the same.

#### **22.6 Approvals**

Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor for such approval and, except as otherwise provided herein, any approval or consent granted shall be effective only if in writing. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee or any third party to which it would not otherwise be subject, by providing any waiver, approval, advice, consent or services to Franchisee in connection with this Agreement, or by reason of any neglect, delay or denial of any request for approval.

#### **22.7 Entire Agreement**

This Agreement, its exhibits and the documents referred to herein shall be construed together and constitute the entire, full and complete agreement between Franchisor and Franchisee concerning the subject matter hereof and shall supersede all prior agreements. There are no representations (other than those within Franchisor's IHCS Franchising LLC Disclosure Document), inducements, promises or agreements, oral or otherwise, between the parties not embodied herein, which are of any force or effect with respect to the matters set forth in or contemplated by this Agreement or otherwise. No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing by both parties.

#### **22.8 Severability and Modification**

Except as noted below, each paragraph, part, term and provision of this Agreement shall be considered severable. If any paragraph, part, term or provision herein is ruled to be unenforceable, unreasonable or invalid, such ruling shall not impair the operation of or affect the remaining portions, paragraphs, parts, terms and provisions of this Agreement, and the latter shall continue to be given full force and effect and bind the parties; and such unenforceable, unreasonable or invalid paragraphs, parts, terms or provisions shall be deemed not part of this Agreement. If Franchisor determines that a finding of invalidity adversely affects the basic consideration of this Agreement, Franchisor has the right to, at its option, terminate this Agreement.

Notwithstanding the above, each of the covenants contained in Sections 7 and 17 shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of any such covenant is held to be unenforceable, unreasonable or invalid, then it shall be amended to provide for limitations on disclosure of Trade Secrets or other Confidential Information or on competition to the maximum extent provided or permitted by law.

#### **22.9 Construction**

All captions herein are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

#### **22.10 Force Majeure**

Whenever a period of time is provided in this Agreement for either party to perform any act, except pay monies, neither party shall be liable nor responsible for any delays due to strikes, lockouts, casualties, acts of God, war, terrorism, governmental regulation or control or other causes beyond the reasonable control of the parties, and

the time period for the performance of such act shall be extended for the amount of time of the delay. This clause shall not result in an extension of the term of this Agreement.

**22.11 Timing**

Time is of the essence. Except as set forth in Section 22.10, failure to perform any act within the time required or permitted by this Agreement shall be a material breach.

**22.12 Withholding Payments**

Franchisee shall not, for any reason, withhold payment of any Royalty Fees or other amounts due to Franchisor or to an Affiliate. Franchisee shall not withhold or offset any amounts, damages or other monies allegedly due to Franchisee against any amounts due to Franchisor. No endorsement or statement on any payment for less than the full amount due to Franchisor will be construed as an acknowledgment of payment in full, or an accord and satisfaction, and Franchisor has the right to accept and cash any such payment without prejudice to Franchisor's right to recover the full amount due, or pursue any other remedy provided in this Agreement or by law. Franchisor has the right to apply any payments made by Franchisee against any of Franchisee's past due indebtedness as Franchisor deems appropriate. Franchisor shall set off sums Franchisor owes to Franchisee against any unpaid debts owed by Franchisee to Franchisor.

**22.13 Further Assurances**

Each party to this Agreement will execute and deliver such further instruments, contracts, forms or other documents, and will perform such further acts, as may be necessary or desirable to perform or complete any term, covenant or obligation contained in this Agreement.

**22.14 Third-Party Beneficiaries**

Anything to the contrary notwithstanding, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisor or Franchisee, and their respective successors and assigns as may be contemplated by this Agreement, any rights or remedies under this Agreement.

**22.15 Multiple Originals**

Both parties will execute multiple copies of this Agreement, and each executed copy will be deemed an original.

**23. DISPUTE RESOLUTION**

**23.1 Choice of Law**

Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of California (without reference to its conflict of laws principles). References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

### **23.2 Consent to Jurisdiction**

Any action brought by either party except those claims required to be submitted to arbitration, shall only be brought in the appropriate state or Federal courts located in or serving Los Angeles, California. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Franchisor where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

### **23.3 Cumulative Rights and Remedies**

No right or remedy conferred upon or reserved to Franchisor or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be in addition to every other right or remedy. Nothing contained herein shall bar Franchisor's right to obtain injunctive relief against threatened conduct that may cause it loss or damages, including obtaining restraining orders and preliminary and permanent injunctions.

### **23.4 Limitation of Damages**

Franchisee and Franchisor each waive, to the fullest extent permitted by law, any right or claim for any punitive or exemplary damages against the other and agree that if there is a dispute with the other, each will be limited to the recovery of actual damages sustained by it including reasonable accounting and legal fees as provided in Section 22.4. Franchisee waives and disclaims any right to consequential damages in any action or claim against Franchisor concerning this Agreement or any related agreement. In any claim or action brought by Franchisee against Franchisor concerning this Agreement, Franchisee's contract damages shall not exceed and shall be limited to refund of Franchisee's Franchise Fee and Royalty Fees.

### **23.5 Waiver of Jury Trial**

**FRANCHISEE AND FRANCHISOR EACH IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.**

### **23.6 Arbitration**

This Agreement evidences a transaction involving commerce and, therefore, the Federal Arbitration Act, Title 9 of the United States Code is applicable to the subject matter contained herein. Except for controversies or claims solely relating to (i) demands for money owed and/or (ii) intellectual property rights, including, but not limited to, Franchisor's Marks, copyrights or the unauthorized use or disclosure of Franchisor's Confidential Information, covenants against competition and other claims for injunctive relief, all disputes arising out of or relating to this Agreement or to any other agreements between the parties, or with regard to interpretation, formation or breach of this or any other agreement between the parties (except the Non-Compete Agreement attached hereto as Exhibit 2), shall be settled by binding arbitration conducted in Los Angeles, California, in accordance with the Revised Uniform Arbitration Act (G.S. 1-569.1). The proceedings will be held by a single arbitrator agreed upon by the parties or otherwise appointed by the Chief Resident Superior Court Judge for the Judicial District sitting in Los Angeles, California. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

Franchisee acknowledges that it has read the terms of this binding arbitration provision and affirms that this provision is entered into willingly and voluntarily and without any fraud, duress or undue influence on the part of Franchisor or any of Franchisor's agents or employees.

## **24. ACKNOWLEDGMENTS**

### **24.1 Receipt of this Agreement and the Franchise Disclosure Document**

Franchisee represents and acknowledges that it has received, read and understands this Agreement and Franchisor's Franchise Disclosure Document; and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of its own choosing about the potential benefits and risks of entering into this Agreement. Franchisee represents and acknowledges that it has received, at least fourteen (14) calendar-days prior to the date on which this Agreement was executed, the Disclosure Document required by the Trade Regulation Rule of the Federal Trade Commission entitled Disclosure Requirements and Prohibitions Concerning Franchising and Business Opportunity Ventures.

### **24.2 Consultation by Franchisee**

Franchisee represents that it has been urged to consult with its own advisors with respect to the legal, financial and other aspects of this Agreement, the business franchised hereby and the prospects for that business. Franchisee represents that it has either consulted with such advisors or has deliberately declined to do so.

### **24.3 True and Accurate Information**

Franchisee represents that all information set forth in any and all applications, financial statements and submissions to Franchisor is true, complete and accurate in all respects, and Franchisee acknowledges that Franchisor is relying upon the truthfulness, completeness and accuracy of such information.

### **24.4 Risk**

Franchisee represents that it has conducted an independent investigation of the business contemplated by this Agreement and acknowledges that, like any other business, an investment in a IHeart Caregiver Services Franchised Business involves business risks and that the success of the venture is dependent, among other factors, upon the business abilities and efforts of Franchisee. Franchisor makes no representations or warranties, express or implied, in this Agreement or otherwise, as to the potential success of the business venture contemplated hereby.

### **24.5 No Guarantee of Success**

Franchisee represents and acknowledges that it has not received or relied on any guarantee, express or implied, as to the revenues, profits or likelihood of success of the Franchised Business. Franchisee represents and acknowledges that there have been no representations by Franchisor's officers, directors, employees or agents that are not contained in, or are inconsistent with, the statements made in the Franchise Disclosure Document or this Agreement.

**24.6 No Violation of Other Agreements**

Franchisee represents that its execution of this Agreement will not violate any other agreement or commitment to which Franchisee or any holder of a legal or beneficial interest in Franchisee is a party.

**24.7 Severability**

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: the validity or enforceability in that jurisdiction of any other provision of this Agreement; or the validity or enforceability in other jurisdictions of that or any other provision of this Agreement

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have duly executed this Agreement.

1HCS FRANCHISING LLC

By: \_\_\_\_\_

Name printed: \_\_\_\_\_

Title: \_\_\_\_\_

FRANCHISEE: \_\_\_\_\_  
(type/print name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[or, if an individual]

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_



**EXHIBIT 1 TO THE FRANCHISE AGREEMENT**

**GENERAL RELEASE**

THIS GENERAL RELEASE is made and given on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, (“RELEASOR”) an individual/corporation/limited liability company/partnership with a principal address of \_\_\_\_\_, in consideration of:

\_\_\_\_\_ the execution by IHCS Franchising LLC, a California limited liability company (“RELEASEE”), of a successor Franchise Agreement or other renewal documents renewing the franchise (the “Franchise”) granted to RELEASOR by RELEASEE pursuant to that certain Franchise Agreement (the “Franchise Agreement”) between RELEASOR and RELEASEE; or

\_\_\_\_\_ RELEASEE’S consent to RELEASOR’S assignment of its rights and duties under the Franchise Agreement; or

\_\_\_\_\_ RELEASEE’S consent to RELEASOR’S assumption of rights and duties under the Franchise Agreement; or

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE’S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE’S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, that RELEASOR and RELEASOR’S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Franchise Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

Any action brought by either party regarding this Release, shall only be brought in the appropriate state or federal court located in or serving Los Angeles, California. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

Releasor expressly waives and relinquishes all rights and benefits which they may now have or in the future have under and by virtue of California Civil Code Section 1542. Releasor does so understanding the significance and consequence of such specific waiver. Section 1542 provides that “[a] general release does not extend to claims which the creditor does not know or suspect exist in his or her favor at the time of executing the release, which, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party.” For the purpose of implementing a general release, the Releasor expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims described herein which Releasor does not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR: \_\_\_\_\_  
(type/print name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(or, if an individual)

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_



## EXHIBIT 2 TO THE FRANCHISE AGREEMENT

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### NONDISCLOSURE AND NON-COMPETITION AGREEMENT

This "Agreement" made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between \_\_\_\_\_, ("Franchisee") (d/b/a 1Heart Caregiver Services") and \_\_\_\_\_ ("Individual").

#### WITNESSETH:

WHEREAS, Franchisee is a party to that certain Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ ("Franchise Agreement") by and between Franchisee and IHCS Franchising LLC ("Company"); and

WHEREAS, Franchisee desires Individual to have access to and review certain Trade Secrets and other Confidential Information, which are more particularly described below; and

WHEREAS, Franchisee is required by the Franchise Agreement to have Individual execute this Agreement prior to providing Individual access to said Trade Secrets and other Confidential Information; and

WHEREAS, Individual understands the necessity of not disclosing any such information to any other party or using such information to compete against Company, Franchisee or any other franchisee of Company in any business (i) that offers or provides (or grants franchises or licenses to others to operate a business that offers or provides) in-home caregiver services the same as or similar to those provided by Franchisee or (ii) in which Trade Secrets and other Confidential Information (as defined below) could be used to the disadvantage of Franchisee, or Company, any affiliate of Company or Company's other franchisees (hereinafter, "Competitive Business"); provided, however, that the term "Competitive Business" shall not apply to any business operated by Franchisee under a Franchise Agreement with Company.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and intending to be legally bound hereby, the parties hereby mutually agree as follows:

#### **1. Trade Secrets and Confidential Information**

Individual understands Franchisee possesses and will possess Trade Secrets and other Confidential Information that are important to its business.

a) For the purposes of this Agreement, a "Trade Secret" is information in any form (including, but not limited to, materials and techniques, technical or non-technical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, financial plans, product plans, passwords, lists of actual or potential customers or suppliers) related to or used in 1Heart Caregiver Services Franchised Businesses that is not commonly known by or available to the public and that information: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b) For the purposes of this Agreement "Confidential Information" means technical and non-technical information used in or related to 1Heart Caregiver Services Franchise Businesses that is not commonly known by or available to the public, including, without limitation, Trade Secrets and information contained in the Confidential Operations Manual and training guides and materials. In addition, any other information identified as confidential when delivered by Franchisee shall be deemed Confidential Information. Confidential Information shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of Individual; (ii) Individual can demonstrate was rightfully in its possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

c) Any information expressly designated by Company or Franchisee as “Trade Secrets” or “Confidential Information” shall be deemed such for all purposes of this Agreement, but the absence of designation shall not relieve Individual of his or her obligations hereunder in respect of information otherwise constituting Trade Secrets or Confidential Information. Individual understands Franchisee’s providing of access to the Trade Secrets and other Confidential Information creates a relationship of confidence and trust between Individual and Franchisee with respect to the Trade Secrets and other Confidential Information.

**2. Confidentiality/Non-Disclosure**

a) Individual shall not communicate or divulge to (or use for the benefit of) any other person, firm, association, or corporation, with the sole exception of Franchisee, now or at any time in the future, any Trade Secrets or other Confidential Information. At all times from the date of this Agreement, Individual must take all steps reasonably necessary and/or requested by Franchisee to ensure that the Confidential Information and Trade Secrets are kept confidential pursuant to the terms of this Agreement. Individual must comply with all applicable policies, procedures and practices that Franchisee has established and may establish from time to time with regard to the Confidential Information and Trade Secrets.

b) Individual’s obligations under paragraph 2(a) of this Agreement shall continue in effect after termination of Individual’s relationship with Franchisee, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary, and Franchisee is entitled to communicate Individual’s obligations under this Agreement to any future customer or employer to the extent deemed necessary by Franchisee for protection of its rights hereunder and regardless of whether Individual or any of its affiliates or assigns becomes an investor, partner, joint venturer, broker, distributor or the like in a IHeart Caregiver Services Franchised Business.

**3. Non-Competition**

a) During the term of Individual’s relationship with Franchisee and for a period of two (2) years after the expiration or termination of Individual’s relationship with Franchisee, regardless of the cause of expiration or termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, divert or attempt to divert any business or customer of Franchisee to any Competitive Business, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Company’s trademark “1 Heart Caregiver Services” and such other trade names, trademarks, service marks, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, drawings and other commercial symbols as the Company designates to be used in connection with IHeart Caregiver Services Franchised Businesses or the Company’s uniform standards, methods, procedures and specifications for the establishment and operation of IHeart Caregiver Services Franchised Businesses.

b) During the term of Individual’s relationship with Franchisee, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within a twenty-five (25) mile radius of the Franchisee’s Franchised Business or within Franchisee’s Territory, whichever is greater without the express written consent of Franchisee.

c) For a two (2) year period following the term of Individual’s relationship with Franchisee, regardless of the cause of termination, Individual shall not, directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company or other business entity, carry on, be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business within a twenty-five (25) mile radius of Franchisee’s Franchised Business or within Franchisee’s Territory, whichever is greater, or within twenty-five (25) miles of any other IHeart Caregiver Services Franchised Business without the express written consent of Franchisee. For purposes of this Agreement, Franchisee’s “Territory” is defined as:

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**4. Reasonableness of Restrictions**

Individual acknowledges that each of the terms set forth herein, including the restrictive covenants, is fair and reasonable and is reasonably required for the protection of Franchisee, Company, and Company's Trade Secrets and other Confidential Information, the Company's business system, network of franchises and trade and service marks, and Individual waives any right to challenge these restrictions as being overly broad, unreasonable or otherwise unenforceable. If, however, a court of competent jurisdiction determines that any such restriction is unreasonable or unenforceable, then Individual shall submit to the reduction of any such activity, time period or geographic restriction necessary to enable the court to enforce such restrictions to the fullest extent permitted under applicable law. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in any jurisdiction where enforcement is sought.

**5. Relief for Breaches of Confidentiality, Non-Solicitation and Non-Competition**

Individual further acknowledges that an actual or threatened violation of the covenants contained in this Agreement will cause Franchisee and Company immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, Franchisee and Company shall be entitled, as a matter of right, to an injunction from any court of competent jurisdiction restraining any further violation by Individual of this Agreement without any requirement to show any actual damage or to post any bond or other security. Such right to an injunction shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that Franchisee and Company may have at law or in equity.

**6. Miscellaneous**

a) This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof. This Agreement supersedes any prior agreements, negotiations and discussions between Individual and Franchisee. This Agreement cannot be altered or amended except by an agreement in writing signed by the duly authorized representatives of the parties.

b) Except to the extent this Agreement or any particular dispute is governed by the U.S. Trademark Act of 1946 or other federal law, this Agreement shall be governed by and construed in accordance with the laws of the state where Franchisee is located (without reference to its conflict of laws principles). The Federal Arbitration Act shall govern all matters subject to arbitration. References to any law refer also to any successor laws and to any published regulations for such law as in effect at the relevant time. References to a governmental agency also refer to any regulatory body that succeeds the function of such agency.

c) Any action brought by either party, shall only be brought in the appropriate state or federal court located in or serving Los Angeles, California. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision. Claims for injunctive relief may be brought by Company where Franchisee is located. This exclusive choice of jurisdiction and venue provision shall not restrict the ability of the parties to confirm or enforce judgments or arbitration awards in any appropriate jurisdiction.

d) Individual agrees if any legal proceedings are brought for the enforcement of this Agreement, in addition to any other relief to which the successful or prevailing party may be entitled, the successful or prevailing party shall be entitled to recover attorneys' fees, investigative fees, administrative fees billed by such party's attorneys, court costs and all expenses, including, without limitation, all fees, taxes, costs and expenses incident to arbitration, appellate, and post-judgment proceedings incurred by the successful or prevailing party in that action or proceeding.

e) This Agreement shall be effective as of the date this Agreement is executed and shall be binding upon the successors and assigns of Individual and shall inure to the benefit of Franchisee, its subsidiaries, successors and assigns. Company is an intended third-party beneficiary of this Agreement with the independent right to enforce the confidentiality and non-competition provisions contained herein.

f) The failure of either party to insist upon performance in any one (1) or more instances upon performance of any terms and conditions of this Agreement shall not be construed a waiver of future performance of any such term, covenant or condition of this Agreement and the obligations of either party with respect thereto shall continue in full force and effect.

g) The paragraph headings in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

h) In the event that any part of this Agreement shall be held to be unenforceable or invalid, the remaining parts hereof shall nevertheless continue to be valid and enforceable as though the invalid portions were not a part hereof.

i) This Agreement may be modified or amended only by a written instrument duly executed by Individual, Franchisee and Company.

j) The existence of any claim or cause of action Individual might have against Franchisee or Company will not constitute a defense to the enforcement by Franchisee or Company of this Agreement.

k) Except as otherwise expressly provided in this Agreement, no remedy conferred upon Franchisee or Company pursuant to this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given pursuant to this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy pursuant to this Agreement shall preclude any other or further exercise thereof.

**INDIVIDUAL CERTIFIES THAT HE OR SHE HAS READ THIS AGREEMENT CAREFULLY, AND UNDERSTANDS AND ACCEPTS THE OBLIGATIONS THAT IT IMPOSES WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO SUCH PERSON TO INDUCE THE SIGNING OF THIS AGREEMENT.**

**THE PARTIES ACKNOWLEDGE THAT THE COMPANY IS A THIRD PARTY BENEFICIARY TO THIS AGREEMENT AND THAT THE COMPANY SHALL BE ENTITLED TO ENFORCE THIS AGREEMENT WITHOUT THE COOPERATION OF THE FRANCHISEE. INDIVIDUAL AND FRANCHISEE AGREE THAT THIS AGREEMENT CANNOT BE MODIFIED OR AMENDED WITHOUT THE WRITTEN CONSENT OF THE COMPANY.**

IN WITNESS WHEREOF, Franchisee has hereunto caused this Agreement to be executed by its duly authorized officer, and Individual has executed this Agreement, all being done in duplicate originals with one (1) original being delivered to each party as of the day and year first above written.

WITNESS:

\_\_\_\_\_

FRANCHISEE:

By: \_\_\_\_\_

Its: \_\_\_\_\_

INDIVIDUAL:

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

## EXHIBIT 3 TO THE FRANCHISE AGREEMENT

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### UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this day of \_\_\_\_, \_\_\_\_\_, 202\_\_, in connection with that certain Franchise Agreement of even date herewith (which Franchise Agreement, as may have been modified, amended and/or supplemented in writing, is hereunder called the Franchise Agreement by and between IHCS Franchising LLC as “Franchisor” and as “Franchisee”).

For valuable consideration received, and as an inducement to Franchisor to enter into the Franchise Agreement, the undersigned (“Guarantor”) hereby unconditionally guarantees to Franchisor: (a) the full and timely performance by Franchisee of the Franchise Agreement and all terms, conditions and covenants thereof, and (b) the payment by Franchisee of royalties and all other sums payable by Franchisee under the Franchise Agreement.

Guarantor agrees that (1) the obligations shall be enforceable against Guarantor without the necessity for any suit or proceedings whatsoever against Franchisee, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty Agreement or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; (2) immediately upon each and every breach or default of the Franchise Agreement by Franchisee, whether before or during the term of the Franchise Agreement or thereafter (e.g., during any renewal term), without any notice to or demand upon Guarantor. Guarantor will (i) pay to Franchisor the sum or sums in arrears, (ii) pay to Franchisor all damages, including but not limited to any expenses, costs and fees incurred by Franchisor, that may be occasioned by Franchisee's nonperformance, and (iii) comply with or perform all terms and conditions of the Franchise Agreement; (3) no extension, forbearance or leniency extended by Franchisor to Franchisee shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any breach or default of the Franchise Agreement or of any such leniency, forbearance or extension; (4) Franchisor and Franchisee, without notice to or consent by Guarantor, may at any time(s) enter into modifications, renewals, extensions, amendments and/or other agreements respecting the Franchise Agreement, and Guarantor shall not be wholly or partially released thereby, it being intended that Guarantor shall continue as guarantor with respect to the Franchise Agreement as so modified, renewed, extended, amended or otherwise affected and notwithstanding any transfer or assignment of the Franchise Agreement.

The obligations of Guarantor herein shall be co-extensive with those of Franchisee under the Franchise Agreement and shall remain in effect as long as Franchisee's obligations under the Franchise Agreement are in effect. This Guaranty Agreement is absolute and unconditioned and shall continue without being affected by any impairment, release or limitation of the liability of Franchisee or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor further agrees to be bound by each and every obligation of Franchisee under the Franchise Agreement, with the same force and effect as if Guarantor were designed in and had executed the Franchise Agreement as Franchisee thereunder.

This Guaranty Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Franchisor in exercising any right or remedy under the Franchise Agreement and/or this Guaranty Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Franchisor hereunder and under the Franchise Agreement shall be cumulative. Until all Franchisee's obligations under the Franchise Agreement are fully performed, Guarantor waives any rights that it may have against Franchisee by reason of Guarantor's compliance with the Guaranty Agreement and subordinates any liability or indebtedness of Franchisee held by Guarantor to the obligations of Franchisee to Franchisor under the Franchise Agreement.

If Guarantor consists of more than one person and/or entity, (a) this Guaranty Agreement shall be binding on



all of them jointly and severally, and (b) notice to or from any of them will constitute notice to or from each of them.

Any notice or other communication to Franchisor may be addressed to IHCS Franchising LLC, 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356, Attention: Belina Calderon-Nernberg or such other address as may be designated by Franchisor by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be when it is deposited in an official United States Mail receptacle, postage prepaid.

This Guaranty Agreement, which is to be governed by and construed in accordance with the laws of the State of California, shall also bind Guarantor's legal or personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Franchisor's successors and assigns and any other person or entity at any time having the rights of Franchisor under the Franchise Agreement.

Guarantor will forthwith pay to Franchisor all attorney's fees and disbursements incurred by Franchisor in connection with any breach or default by Franchisee under the Franchise Agreement and/or the enforcement of this Guaranty Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts).

Any sums not paid to Franchisor when due hereunder will bear interest at the rate of 18% per annum, from the due date until full payment is received by Franchisor.

As a further inducement to Franchisor to make and enter into the Franchise Agreement and in consideration thereof, Guarantor agrees that in any action or proceeding brought on, under or by virtue of this Guaranty Agreement, Guarantor shall and does hereby waive trial by jury and the benefit of any statute of limitations defense, and Guarantor agrees that the applicable courts of California may have jurisdiction over Guarantor upon appropriate service on Guarantor anywhere in the United States in a manner in accordance with the laws of California. Without limiting the foregoing, Guarantor hereby irrevocably appoints Franchisee as Guarantor's agent for service of process related to this Guaranty Agreement.

The Guaranty Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and Guarantor acknowledges that no agent, representative, salesman or officer of Franchisor has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions herein set forth. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Guaranty Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. If any provision of this Guaranty Agreement shall be held to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and effect. Neither this Guaranty Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought.

Guarantor fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any court which may be asked to consider the matter. This Guaranty shall be effective for the full Franchise Agreement term, including any extensions or renewals thereof.

GUARANTOR: \_\_\_\_\_

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Driver's License #

Notice Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ who is personally known to me or has produced a State of \_\_\_\_\_  
\_\_\_\_\_ driver's license as identification and (has) (has not) taken an oath.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_  
          Title: Notary Public

My Commission Expires:

(Notarial Seal)

**EXHIBIT 4 TO THE FRANCHISE AGREEMENT**

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**HOLDERS OF LEGAL OR BENEFICIAL INTEREST  
IN FRANCHISEE; OFFICERS; DIRECTORS**

**Holder of Legal or Beneficial Interest:**

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Percentage of ownership: \_\_\_\_\_%

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Percentage of ownership: \_\_\_\_\_%

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Percentage of ownership: \_\_\_\_\_%

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Percentage of ownership \_\_\_\_\_%

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Percentage of ownership \_\_\_\_\_%

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Percentage of ownership \_\_\_\_\_%

**Officers and Directors:**

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**EXHIBIT 5 TO THE FRANCHISE AGREEMENT**

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**MULTI-STATE ADDENDA**

**ADDENDUM TO THE  
1HEART CAREGIVER SERVICES  
FRANCHISE AGREEMENT**

**FOR THE STATE OF CALIFORNIA**

This Addendum to the Franchise Agreement is agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is by and between IHCS Franchising LLC and \_\_\_\_\_

1. In recognition of the requirements of the California Franchise Investment Law, Cal. Corp. Code §§31000-31516 and the California Franchise Relations Act, Cal. Bus. And Prof. Code §§20000-20043, the Franchise Agreement for 1Heart Caregiver Services is amended as follows:

- The California Franchise Relations Act provides rights to Franchisee concerning termination or non-renewal of the Franchise Agreement, which may supersede provisions in the Franchise Agreement, specifically Sections 4.2 and 16.
  - Section 16.2.1.12, which terminates the Franchise Agreement upon the bankruptcy of Franchisee, may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, *et seq.*).
  - Section 17.2 contains a covenant not to compete that extends beyond the expiration or termination of the Agreement; this covenant may not be enforceable under California Law.
  - Section 17.6 contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
  - Section 23.5 requires the waiver of a jury trial. This provision is not enforceable under California law.
  - Section 23.6 requires binding arbitration. The arbitration will occur at the forum indicated in Section 23.6, with the costs being borne by the non-prevailing party. Prospective franchisees are encouraged to consult 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 the Franchise Agreement restricting venue to a forum outside of the State of California.
2. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.
3. California Business and Professions Code 20000 through 20043 provides rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.
4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
5. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

IHCS FRANCHISING LLC:

Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached IHCS Franchising LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Section 4.2 of the Agreement, under the heading “Renewal Term” shall be supplemented by the addition of the following, which shall be considered an integral part of the Agreement:

If any of the provisions of this Section 4.2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act shall apply. If we refuse to renew this Agreement, we shall compensate you if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

2. Section 16.2 of the Agreement, under the heading “Termination by Franchisor” shall be supplemented by the addition of the following, which shall be considered an integral part of the Agreement:

If any of the provisions of this Section 16.2 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

3. Sections 23.1 and 23.2 of the Agreement, under the heading “Dispute Resolution” shall be deleted in their entirety, and shall have no force or effect; and the following new paragraphs shall be substituted in lieu thereof:

23.1 Governing Law

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Illinois, without regard to its conflict of laws rules, except that any Illinois law regulating the sale of franchises or business opportunities or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this paragraph.

23.2 Consent to Jurisdiction

You and your owners agree that all actions arising under this Agreement, or arising out of the offer and sale of rights to operate the Franchised Business, or otherwise as a result of the relationship between you and us must be commenced in a state or federal court of competent jurisdiction within such state or judicial district in which we have our principal place of business at the time the action is commenced and you (and each owner) irrevocably submit to the jurisdiction of those courts and waive any objection you (or the owner) might have to either the jurisdiction of or venue in those courts, except with respect to claims arising under the Illinois Franchise Disclosure Act which must be commenced in Illinois courts. Nonetheless, you and your owners agree that we may enforce this Agreement in the courts of the state or states in which you are domiciled or the Franchised Business is located.

4. Section 23 of the Agreement, under the heading “Dispute Resolution” shall be supplemented by the addition of the following, which shall be considered an integral part of the Agreement:

Nothing contained in this Section shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

5. The following statement shall be deemed to amend the Agreement:

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

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

[signature page follows]



IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

IHCS FRANCHISING LLC:

Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the parties to the attached IHCS Franchising LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Section 18.2, under the heading “Transfer by Franchisee to a Third Party”, the paragraphs requiring a General Release is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

Franchisee (and any transferring owners, if Franchisee is a business entity) and the transferee sign a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its shareholders, officers, directors, managers, members, employees, and agents; excluding only such claims as the Franchisee or transferee may have under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233);

3. The last paragraph of Section 4.2, under the heading “Renewal Term” is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

If Franchisee satisfies all of the other conditions for a successor franchise agreement, Franchisee and its owners agree to execute the form of franchise agreement and any ancillary agreements we then customarily use in granting franchises for IHeart Caregiver Services Home Care Businesses (modified as necessary to reflect the fact that it is for a successor franchise agreement), which may contain provisions that differ materially from any and all of those contained in this Agreement. Franchisee and its owners further agree to sign general releases, in a form satisfactory to us, of any and all claims against us and our shareholders, officers, directors, managers, members, employees, agents, successors, and assigns, excluding only such claims as Franchisee may have under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233). Franchisor will consider Franchisee and its owners’ failure to sign these agreements and releases and to deliver them to Franchisor for acceptance and execution within thirty (30) days after their delivery to Franchisee to be an election not to be granted a successor franchise agreement.

4. Section 23.2 “Consent to Jurisdiction” of the Agreement, shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in its place:

23.2 Franchisee and its owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between Franchisee and Franchisor must be commenced in a state or federal court of competent jurisdiction within such state or judicial district in which we have our principal place of business at the time the action is commenced, and Franchisee (and each owner) irrevocably submit to the jurisdiction of those courts and waive any objection Franchisee (or the owner) might have to either the jurisdiction of or venue in those courts; except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law. Nonetheless, Franchisee and its owners agree that Franchisor may enforce this Agreement in the courts of the state or states in which Franchisee is domiciled or the Franchised Business is located.

5. Section 20 of the Agreement, under the heading “Acknowledgments,” shall be supplemented by the following:

24.8 The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

24.9 The Franchise Disclosure Questionnaire is not intended to, and shall not act, as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

6. Exhibit I, "Franchisee Disclosure Questionnaire," shall be amended by the addition of the following paragraph at the conclusion of the Exhibit: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this amendment.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

1HCS FRANCHISING LLC:

Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached 1HCS Franchising LLC Franchise Agreement (the “Agreement”) agree as follows:

1. The last paragraph of Section 4.2, under the heading “Renewal Term” is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

If you satisfy all of the other conditions for a successor franchise agreement, you and your owners agree to execute the form of franchise agreement and any ancillary agreements we then customarily use in granting franchises for 1Heart Caregiver Services Home Care Businesses (modified as necessary to reflect the fact that it is for a successor franchise agreement), which may contain provisions that differ materially from any and all of those contained in this Agreement. Franchisee and its owners further agree to sign general releases, in a form satisfactory to Franchisor, of any and all claims against Franchisor and our shareholders, officers, directors, members, managers, employees, agents, successors, and assigns; excluding only such claims as Franchisee may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce. Franchisor will consider Franchisee or its owners’ failure to sign these agreements and releases and to deliver them to Franchisor for acceptance and execution within thirty (30) days after their delivery to Franchisee to be an election not to be granted a successor franchise agreement.

2. Section 4.2 of the Agreement, under the heading “Renewal Term” shall be supplemented by the addition of the following new paragraph:

Minnesota law provides you with certain non renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that you be given 180 days notice of non renewal of the Franchise Agreement.

3. Section 18.2, under the heading “Transfer by Franchisee to a Third Party”, the paragraphs requiring a General Release is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

Franchisee (and its transferring owners) and transferee sign a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its shareholders, officers, directors, members, managers, employees, and agents, excluding only such claims as the Franchisee or transferee may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

4. Section 18.2 of the Agreement, under the heading “Transfer by Franchisee to a Third Party” shall be supplemented by the addition of the following:

Minnesota law provides Franchisee with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the Franchised Business may not be unreasonably withheld.

5. Section 16.2 of the Agreement, under the heading “Termination by Franchisor” shall be supplemented by the following new paragraph:

Minnesota law provides you with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

6. Section 23.2 of the Agreement, under the heading “Consent to Jurisdiction” shall be supplemented by the following paragraph, which shall be considered an integral part of the Agreement:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

7. The following statement shall be deemed to amend the Agreement:

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

8. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

IHCS FRANCHISING LLC:

Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR THE STATE OF WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sales of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

IHCS FRANCHISING LLC:

Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D TO THE DISCLOSURE DOCUMENT**

AREA DEVELOPMENT AGREEMENT



**1HEART CAREGIVER SERVICES  
AREA DEVELOPMENT AGREEMENT**

## **1HEART CAREGIVER SERVICES AREA DEVELOPMENT AGREEMENT**

This 1Heart Caregiver Services Area Development Agreement (the “Agreement”) is made and entered into as of the Effective Date, as provided in Section 18.1 hereof, at Los Angeles, California by and between 1HCS Franchising LLC, a California limited liability company having its principal business offices at 18455 Burbank Blvd., Suite 210, Tarzana, California 91356 and doing business as 1Heart Caregiver Services (“Franchisor”), and \_\_\_\_\_, a(n) \_\_\_\_\_ having its principal place of business offices located at \_\_\_\_\_ (“Franchisee”).

### **Background**

WHEREAS, Franchisor and its affiliate have developed, and are in the process of further developing, a System identified by the trademark “1Heart Caregiver Services” and relating to the establishment and operation of a non-medical home care agency, referred to as “1Heart Caregiver Services” and

WHEREAS, in addition to the trademark “1Heart Caregiver Services” and certain other Marks, the distinguishing characteristics of the System include: uniform standards and procedures for efficient business operations; procedures and strategies for marketing, advertising and promotion; customer service and development techniques; other strategies, techniques and Trade Secrets and other Confidential Information; and the Confidential Operations Manual; and

WHEREAS, Franchisor grants to qualified persons and business entities the right to own and operate a 1Heart Caregiver Services Franchised Business using the System and the Marks (the “Licensed Rights”); and

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high and uniform standards of quality, operations and service and the necessity of operating the franchised business in strict conformity with Franchisor’s System.

WHEREAS, Franchisee desires to obtain the right (“Development Rights”) to develop proposals to establish several 1Heart Caregiver Services Franchised Businesses within a larger geographic area, to submit each such proposal to 1Heart Caregiver Services for its acceptance and, upon the acceptance of each proposal by 1Heart Caregiver Services, to enter into a 1Heart Caregiver Services Franchise Agreement with Franchisor for the right to establish, own and operate each such 1Heart Caregiver Services Franchised Business within a defined territory in accordance with and subject to the terms and conditions set forth herein, which terms and conditions are reasonably necessary to insure the controlled development of 1Heart Caregiver Services Franchised Businesses, and to maintain 1Heart Caregiver Services’ high and uniform standards of quality and service and to protect the goodwill and enhance the public image of the 1Heart Caregiver Services System and the Marks.

NOW, THEREFORE, Franchisor and Franchisee, intending to be legally bound, agree as follows:

## **Agreement**

### **ARTICLE 1**

#### **GRANT OF DEVELOPMENT RIGHTS:**

1.1 **Development Rights:** Subject to the terms and conditions of this Agreement, Franchisor hereby grants to Franchisee the exclusive Development Rights for the number of 1Heart Caregiver Services Franchised Businesses specified in Section 3 of Schedule A attached hereto within the area designated in Section 2 of Schedule A (the “Development Area”).

1.2 **Development Schedule:** As a material condition of and consideration for this Agreement and the grant of the Development Rights, Franchisee agrees to open pursuant to Section 1.3 below that number of 1Heart Caregiver Services Franchised Businesses specified in the Development Schedule set forth in Section 4 of Schedule A (the “Development Schedule”), which shall not be less than three (3) 1Heart Caregiver Services Franchised Businesses, on or before the respective dates therefor in the Development Schedule in accordance with the terms of this Agreement and 1Heart Caregiver Services Franchise Agreement for each 1Heart Caregiver Services Franchised Business (a “Franchise Agreement”), and thereafter to continuously operate each such 1Heart Caregiver Services Franchised Business in accordance with the terms of the respective Franchise Agreement for such 1Heart Caregiver Franchised Business. The obligation to open and operate 1Heart Caregiver Services Franchised Businesses under this Section 1.2 is referred to as the “Development Obligation”.

1.3 **Requirements for a 1Heart Caregiver Services Franchised Business to be Open:** As used in Section 1.2, a 1Heart Caregiver Services Franchised Business shall be deemed to be open when (i) a site has been identified for the 1Heart Caregiver Services Franchised Business and approved by Franchisor, (ii) a 1Heart Caregiver Services Franchise Agreement for the 1Heart Caregiver Services Franchised Business has been executed by both Franchisee and Franchisor, (iii) a 1Heart Caregiver Services Franchised Business has been established in accordance with plans and specifications approved by Franchisor in accordance with the Franchise Agreement for such 1Heart Caregiver Services Franchised Business, and (iv) the 1Heart Caregiver Services Franchised Business has commenced business by providing services with the approval of Franchisor and not thereafter ceased operations except with the consent of Franchisor.

1.4 **Extension to the Franchise Development Schedule:** Franchisee may request a one-time, 4-month extension to the Franchise Development Schedule for a fee of Eight Thousand Dollars (\$8,000.00), at least 30 days in advance of a deadline under the Franchise Development Schedule. The one-time extension for opening a single 1Heart Caregiver Services Business will not affect your deadlines for opening other 1Heart Caregiver Services Businesses under the Franchise Development Schedule. Franchisee must otherwise be in full compliance with the terms of this Agreement and any other agreements with Franchisor at the time of requesting an extension.

## ARTICLE 2

### TERM AND RIGHT OF FIRST REFUSAL:

2.1 **Term:** Unless sooner terminated in accordance with the terms of this Agreement, the term of this Agreement and all Development Rights granted hereunder shall expire on the earlier of (a) the date of opening of the last 1Heart Caregiver Services Franchised Business to be opened under the Development Schedule, or (b) the date that the last of the 1Heart Caregiver Services Franchised Businesses is required to be opened pursuant to the Development Schedule.

2.2 **Right of First Refusal:** If, at any time or from time to time following the opening for business of all the 1Heart Caregiver Services Franchised Businesses in accordance with the Development Schedule, Franchisor determines that it is desirable to operate one or more additional 1Heart Caregiver Services Franchised Businesses in the Development Area, and provided Franchisee has timely complied with the Development Schedule and is then in compliance with all terms and conditions of all Franchise Agreements, Franchisee shall have a right of first refusal to obtain the Development Rights to such additional 1Heart Caregiver Services Franchised Businesses upon such terms and conditions as are then determined by Franchisor. In such case, Franchisor shall advise Franchisee in writing of the terms and conditions for the acquisition of the Development Rights for such additional 1Heart Caregiver Services Franchised Businesses. Franchisee must notify Franchisor in writing within thirty (30) days of the receipt of such notice whether it wishes to acquire the Development Rights to all such additional 1Heart Caregiver Services Franchised Businesses. If Franchisee does not exercise this right of first refusal, in whole, Franchisor may, within one hundred eighty (180) days from the expiration of the thirty (30) day period, grant the Development Rights to such additional 1Heart Caregiver Services Franchised Businesses to any other person or persons on the same terms and conditions or Franchisor itself may elect to open for business any of such additional 1Heart Caregiver Services Businesses and this right of first refusal shall terminate. In no event shall Franchisor or any franchisee be permitted to establish, own or operate an additional 1Heart Caregiver Services Franchised Business within the "Territory" of any 1Heart Caregiver Services Franchised Business as said "Territory" is defined in the Franchise Agreement for said 1Heart Caregiver Services Franchised Business.

## ARTICLE 3

### AREA DEVELOPMENT FEE:

3.1 **Area Development Fee:** Franchisee shall pay Franchisor an "Area Development Fee" in the amount of Thirty Thousand Dollars (\$30,000.00) multiplied by the total number of 1Heart Caregiver Services Franchised Businesses reflected in the Development Schedule. The Area Development Fee shall be set forth in Section 5 of Schedule A attached hereto and shall be fully earned and payable upon the execution of this Agreement by Franchisee and is not refundable.

3.2 **Initial Franchise Fees:** Franchisee shall not be required to pay an initial franchisee fee for each 1Heart Caregiver Services Franchise Agreement for a 1Heart Caregiver Services Franchised Business on the Development Schedule.

#### ARTICLE 4

##### LOCATION SELECTION:

4.1 **Location Selection:** Franchisee acknowledges that Franchisor's acceptance of the location for establishment of a 1Heart Caregiver Services Franchised Business does not constitute any representation, warranty or guarantee by Franchisor that said location will be a successful location for a 1Heart Caregiver Services Franchised Business.

#### ARTICLE 5

##### FRANCHISE AGREEMENT:

5.1 **Execution of Franchise Agreement:** At least seventy five (75) days prior to the opening for business of the additional 1Heart Caregiver Services location, as identified in Schedule A "Latest Date for Commencement" Franchisee shall execute a 1Heart Caregiver Services Franchise Agreement in accordance with Franchisor's instructions and return the same to Franchisor. Said Franchise Agreement shall be the standard form of Franchise Agreement then being used by Franchisor. In the event that Franchisor does not receive back from Franchisee the properly executed Franchise Agreement, with the appropriate number of copies, within said period, Franchisee shall have no rights with respect to operation of such 1Heart Caregiver Services Franchised Business. Upon receipt of such Franchise Agreement executed by Franchisee in accordance with Franchisor's instructions, and provided Franchisee is not then in default under this Agreement or any of its Franchise Agreements with Franchisor, Franchisor shall execute and return to Franchisee at least one fully executed original of the Franchise Agreement. Notwithstanding anything to the contrary contained in this Agreement, Franchisor shall have no obligation, and Franchisee shall have no right, to execute a Franchise Agreement if any of the 1Heart Caregiver Franchised Businesses described in Schedule A has not met the Minimum Annual Revenue Quota for the most recently completed Year of Operation for such Franchised Businesses.

5.2 **No Licensed Rights Without Executed Franchise Agreement:** Franchisee shall not have any Licensed Rights with respect to a new 1Heart Caregiver Services Franchised Business until it has received a fully executed Franchise Agreement for the Business and the related Territory from Franchisor. Any steps taken by Franchisee with respect to any business premises prior to receipt of a fully executed Franchise Agreement for the Business, including acquisition, leasing, and site work on a premises, are at the sole risk of Franchisee. If, at any time 1Heart Caregiver Services determines that Franchisee has begun operating a 1Heart Caregiver Services Franchised Business without a fully executed Franchise Agreement therefor, Franchisor shall, in addition to any other remedies, have the right to obtain an injunction against the continued operation of the 1Heart Caregiver Franchised Business from a court of competent authority, and Franchisee hereby consents to any such injunction.

## ARTICLE 6

### ESTABLISHMENT AND OPENING OF THE 1HEART CAREGIVER SERVICES FRANCHISED BUSINESS:

6.1 **Establishment:** Upon receipt of the Franchise Agreement for a new 1Heart Caregiver Franchised Business as executed by Franchisor, Franchisee shall promptly take the necessary actions to establish the 1Heart Caregiver Services Franchised Business in accordance with the terms of the Franchise Agreement, which, after its execution by Franchisor, shall govern the obligations of Franchisee and Franchisor with respect to the 1Heart Caregiver Services Franchised Business at all times.

## ARTICLE 7

### LIMITATION OF AGREEMENT:

7.1 **Limitation of Rights:** This Agreement includes only the right to seek approval of Franchisor for the establishment of 1Heart Caregiver Services Franchised Businesses within identified Territories located within the Development Area and to submit the same to Franchisor for its approval in accordance with the terms of this Agreement. This Agreement does not include the grant of a license by Franchisor to Franchisee of any rights to use the Licensed Rights, the System, or to open or operate any 1Heart Caregiver Services Franchised Business within the Development Area or elsewhere. Franchisee shall obtain the license to use such additional rights at each 1Heart Caregiver Services Franchised Business upon the execution of each Franchise Agreement by both Franchisor and Franchisee and only in accordance with the terms of each Franchise Agreement.

7.2 **Limitation on Transfer:** The Development Rights granted hereunder are personal to Franchisee and cannot be sold, assigned, transferred or encumbered, in whole or in part, except as set forth in Article 9 hereof.

7.3 **No Right to Marks:** Franchisee shall have no right to use in its name the name "1Heart Caregiver Services" or other names or Marks used by Franchisor. If Franchisee obtains permission to use any of these names, and does use any of them in its name, then, upon termination of this Agreement for any reason whatsoever, Franchisee shall immediately take all steps necessary to eliminate any of these names from its name, except as permitted by any Franchise Agreement.

7.4 **Rights Nonexclusive.** Except as provided in Section 1 hereof, the Development Rights granted hereunder are nonexclusive, and Franchisor retains the right, in its sole discretion, itself or through subsidiaries or affiliated or related business entities to:

- (a) Continue to establish and operate other 1Heart Caregiver Services Franchised Businesses and to use the 1Heart Caregiver Services System and the Development Rights at any location outside of the Development Area, and to license others to do so; and

- (b) Develop, use and franchise the rights to any trade names, trademarks, service marks, trade symbols, emblems, signs, slogans, insignia or copyrights not designated by Franchisor as Licensed Rights, for use with similar or different franchise systems for sale of the same, similar or different services or products other than in connection with the 1Heart Caregiver Services System at any location within or outside of the Development Area on such terms and conditions as Franchisor may deem advisable and without granting any Franchisee any rights therein.

## ARTICLE 8

### SERVICES BY FRANCHISOR:

8.1 **Services by Franchisor:** In addition to the other duties and obligations set forth in this Agreement, Franchisor, at its sole expense and cost, shall, following the Effective Date, provide the following assistance and materials to Franchisee:

- (a) Such assistance as Franchisor determines is required in connection with the opening and operation of 1Heart Caregiver Services Franchised Businesses;
- (b) The use of the 1Heart Caregiver Services Operations Manual and other manuals and training aids as adopted or revised by Franchisor from time to time;
- (c) The initial training program referenced in Section 8.1 of the 1Heart Caregiver Services Franchise Agreement;
- (d) Such periodic individual or group support, advice, consultation and assistance in the operation of 1Heart Caregiver Services Franchised Businesses, rendered in person, by telephone, by seminar, or otherwise, as Franchisor may deem necessary or appropriate with respect to the Development Rights and Development Obligations;
- (e) Such reports as may from time to time be published by Franchisor regarding its plans, policies, research, developments and activities regarding the 1Heart Caregiver Services System with respect to the Development Rights and Development Obligation;
- (f) Such other resources and assistance as may hereafter be developed and offered by Franchisor to its franchisees with respect to the Development Rights and Development Obligations; and
- (g) Programs and training aids for owner operators, managers, franchisees' employees, and management development, as Franchisor shall deem appropriate, for implementation by Franchisee.

## ARTICLE 9

### TRANSFERABILITY OF INTEREST:

9.1 **Transfer by Franchisor:** Franchisor shall have the right to transfer or assign all or any part of its rights and/or obligations herein to any person, persons, partnership, association, corporation, or other entity ("Person") which assumes the obligations of Franchisor hereunder. Franchisee agrees to execute any documents that Franchisor may reasonably request to effectuate any transfer or assignment by Franchisor.

9.2 **Transfer by Franchisee:**

- (a) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this Agreement and the Development Rights in reliance on Franchisee's business skills, professional reputation and financial capacity. Accordingly, neither Franchisee nor any shareholder, partner, member or any immediate or remote successor to any part of Franchisee's interest in this Agreement or the Development Rights shall sell, assign, transfer, pledge or encumber, by operation of law or otherwise, this Agreement, the Development Rights granted hereunder or any ownership interest in Franchisee without the prior written consent of Franchisor. Such transfer, sale, assignment, pledge or encumbrance not having the written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement, for which Franchisor may then terminate this Agreement.
- (b) Franchisor shall not unreasonably withhold its consent to a transfer of any interest in this Agreement, Franchisee or in the Development Rights granted hereunder, provided, however, that, prior to the time of transfer, Franchisor may, in its sole discretion, require that:
  - (1) Franchisee has opened at least one 1Heart Caregiver Services Franchised Business in accordance with the Development Schedule and is in full compliance with the Development Schedule;
  - (2) The Franchise Agreements for all 1Heart Caregiver Services Franchised Businesses within the Development Area owned and operated by Franchisee are similarly transferred;
  - (3) All of Franchisee's accrued monetary obligations to Franchisor and all other outstanding obligations created by this Agreement, all Franchise Agreements, and all other agreements between Franchisor and Franchisee shall have been satisfied;
  - (4) The transferor's right to receive compensation, pursuant to any agreement or agreements for the purchase of any interest in Franchisee or in the Development Rights, shall be subordinate and secondary to Franchisor's rights to receive any outstanding monetary obligation or other outstanding obligations due from the



transferee Franchisee pursuant to this Agreement, and whether arising before or after the transfer;

- (5) Franchisee shall have executed a general release in a form satisfactory to Franchisor, effective as of the date of transfer, of any and all claims against Franchisor and its current and former parent, officers, members, managers, directors, shareholders, and employees in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances;
  - (6) The transferee franchisee shall enter into a written assumption, in a form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations under this Agreement prior to and after the date of the assumption;
  - (7) The transferee franchisee shall demonstrate to Franchisor's satisfaction that he or she, if an individual, its general partners, if it is a partnership, its members, if it is a limited liability company, and its officers, directors and principal shareholders or other owners, if it is a corporation or other business entity, meets Franchisor's educational, managerial and professional standards; possesses a good moral character, professional reputation, and credit rating; has the aptitude and ability to fulfill the Development Obligation and conduct each 1Heart Caregiver Services Franchised Business to be developed hereunder (as may be evidenced by prior related business experience or otherwise); and has adequate financial resources and capital to operate each Franchised Business;
  - (8) The transferee franchisee shall execute the then-current standard form of 1Heart Caregiver Services Area Development Agreement and other ancillary agreements as Franchisor may require for the 1Heart Caregiver Services Franchised Business for a term ending on the date of expiration of this Agreement;
  - (9) At transferee franchisee's expense, and upon such other terms and conditions as Franchisor may reasonably require, the transferee franchisee and its managers shall complete the training course then in effect for new franchisees to the satisfaction of Franchisor; and
  - (10) Franchisee shall pay to Franchisor a transfer fee of Twenty Thousand Dollars (\$20,000.00). Such transfer fee shall not be required in case of a transfer by Franchisee to a corporation or other business entity formed by Franchisee solely for the convenience of ownership under Section 9.3 hereof.
- (c) If Franchisee is a corporation, partnership, limited liability company, or similar entity, the terms of this Section 9.2 shall apply to any sale, resale, pledge, assignment, transfer or encumbrance of any voting stock of, or other ownership interest in Franchisee.

**9.3 Transfer of Franchisee's Corporation or Other Business Entity:** In the event that Franchisee proposes to transfer all of its interest in this Agreement and the Development Rights granted pursuant hereto to a corporation or other business entity formed by Franchisee solely for the convenience of ownership, the provisions of Section 9.2(b) shall not apply; provided Franchisor's consent to such transfer may, in its sole discretion, be conditioned on the following requirements:

- (a) The transferee corporation (or other business entity) shall be newly organized, its Articles of Incorporation and/or Bylaws (or other governing documents) shall provide that its activities are confined exclusively to operate the Franchised Business and activities related thereto and its legal name(s) and trade names shall comply with Section 7.3 of this Agreement;
- (b) Franchisee shall own all of the stock (or other ownership interest) in the transferee corporation, except as may be required by law, and shall act as its principal executive and operating officer;
- (c) Franchisee shall enter into an agreement, in a form satisfactory to Franchisor, unconditionally guaranteeing the full payment and performance of the transferee corporation's (or other business entity's) obligations to Franchisor;
- (d) Each stock (or other ownership) certificate of the transferee corporation (or other business entity) shall have conspicuously endorsed upon its face the following legend:

“The transfer for this stock [or other ownership] certificate is subject to the terms and conditions of a certain IHeart Caregiver Services Area Development Agreement and Franchise Agreements executed with IHCS Franchising LLC. Reference is made to the provisions of such agreements and to the articles and bylaws [or other governing documents] of this corporation [or other entity].”

- (e) Copies of transferee corporation's (or other business entity's) Articles of Incorporation, Bylaws and other governing documents, including the resolutions of the Board of Directors (or other governing body) authorizing entry into this Agreement, shall be furnished to Franchisor for its approval prior to the transfer; and
- (f) The name of the transferee corporation (or other business entity) shall not, without Franchisor's prior written approval, consist of or contain the Marks or any colorable variation thereof or any other mark in which Franchisor has or claims a proprietary interest.

**9.4 Franchisor's Right of First Refusal:** If Franchisee or its owners shall at any time decide to sell, transfer or assign any right or interest under this Agreement and/or the Development Rights granted pursuant hereto, or any ownership interest in Franchisee if Franchisee is a corporation, partnership or other entity, Franchisee or its owners shall first obtain a bona fide, executed, written

offer from a responsible and fully disclosed purchaser and shall submit an exact copy of such offer to Franchisor, which shall, for a period of thirty (30) days from the date of delivery of such offer, have the right, exercisable by written notice to Franchisee or its owners, to purchase such rights or interest for the price and on the terms and conditions contained in such offer, provided that Franchisor may substitute equivalent cash for any form of payment proposed in such offer. Any purchase by Franchisor must be completed within sixty (60) days of Franchisor's delivery of written notice of its intent to purchase. If Franchisor does not exercise its right of first refusal, Franchisee or its owners may complete the sale of such interest to the bona fide purchaser, subject to Franchisor's approval of the purchaser, provided that if the sale to such purchaser is not completed within one hundred twenty (120) days after delivery of the offer to Franchisor, Franchisor shall again have the right of first refusal herein provided.

**9.5 Right of Franchisee's Heirs Upon Death or Disability of Franchisee:** Upon the death of Franchisee, if Franchisee is an individual, or the death of the last remaining shareholder of Franchisee who owns at least ten percent (10%) of the voting shares of Franchisee if Franchisee is a corporation, or the death of the last remaining general partner of Franchisee if Franchisee is a general partnership, or the death of the last holder of at least a ten percent (10%) ownership interest in Franchisee, if Franchisee is another business entity (in any such event, the "Deceased Franchisee") shall result in the termination of this Agreement; provided, however, in such event the heirs, surviving spouse, conservators, or personal or other legal representatives of the Deceased Franchisee (collectively the "Executor") may elect to transfer and assign this Agreement to another party subject to each of the following conditions:

- (a) The Executor must notify Franchisor of such election in writing no later than thirty (30) days after the death of the Deceased Franchisee together with evidence of the authority of the Executor to make such election on behalf of the Deceased Franchisee and the name of the manager who the Executor proposes to retain to operate the Franchised Business until the time of such sale and transfer. Failure of the Executor to notify Franchisor of such election within the thirty (30) day period shall result in the automatic termination of this Agreement.
- (b) The Executor must retain a manager approved by Franchisor, to manage and operate Franchisee's business hereunder during the period from the date of such election until the transfer.
- (c) The sale and transfer shall be subject to all of the provisions of Section 9.2 hereof (although the provisions of Section 9.4 shall not apply); and
- (d) The sale and transfer must be completed within 120 days of the death of the Deceased Franchisee.

The failure of the Executor to comply with the provisions of subparagraphs (b) and/or (d) of this Section 9.5 shall be a default under this Agreement.

## 9.6 **Public or Private Offerings:**

- (a) Notwithstanding any provision of this Agreement to the contrary, if Franchisee is a corporation or similar entity, the sale or transfer of whose shares or other evidence of ownership interest is subject to regulation as a security under the laws of any state or the federal government, Franchisee shall not conduct any public or private offering of those shares or ownership interests without the prior consent of Franchisor and without complying with the provisions of subparagraph (b) of this Section 9.6. In addition to conditioning its consent on compliance with the requirements of Section 9.2, 9.4 and 9.6(b), Franchisor may require Franchisee to comply with such other policies and limitations as Franchisor may establish from time to time with respect to public or private offerings by franchisees.
- (b) All materials required by federal or state law for any direct or indirect offer or sale of securities of Franchisee shall be submitted to Franchisor for review and consent, prior to their being filed with any government agency; and any materials to be used in any exempt offering shall be submitted to Franchisor for review and consent prior to their use. No such materials shall imply (by use of the Franchisor Marks or otherwise) that Franchisor is participating as an underwriter, issuer, or offeror of Franchisee's or Franchisor's securities. Any review by Franchisor of the offering materials or the information included therein will be conducted solely for the benefit of Franchisor to determine conformance with Franchisor's internal policies, and not to benefit or protect any other person. No investor should interpret such review by Franchisor as an approval, endorsement, acceptance, or adoption of any representation, warranty, covenant, or projection contained in the materials reviewed; and the offering documents shall include legends and statements as Franchisor may specify, including but not limited to legends and statements which disclaim Franchisor's liability for, or involvement in, the transaction described in the offering documents. Franchisee and the other participants in the offering must agree in writing to fully indemnify Franchisor in connection with the offering in the form prescribed by Franchisor. For each proposed offering, Franchisee shall pay Franchisor a non-refundable fee in such amount as may be necessary to reimburse Franchisor for its reasonable costs and expenses associated with reviewing the proposed offering, including, without limitation, legal and accounting fees. Franchisee shall give Franchisor written notice at least sixty (60) days prior to the date of commencement of any offering covered by this Section 9.6. Any such offering shall be subject to Franchisor's right of first refusal, as set forth in Section 9.4 hereof and shall comply with all written policies adopted and announced by Franchisor from time to time.

## ARTICLE 10

### COMPETING BUSINESS:

10.1 **In-Term Covenant Not to Compete:** Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee shall receive valuable training and Confidential Information, including, without limitation, promotional, operational, sales, and marketing methods and techniques of Franchisor and the Franchisor System. Franchisee covenants that during the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not, either directly or indirectly, for himself, herself or through, on behalf of, or in conjunction with any person, persons, or legal entity:

- (a) Own, maintain, operate, engage in, franchise or license, or have any direct or indirect controlling or non-controlling interest as an owner – whether of record, beneficially, or otherwise – in a Competitive Business wherever located or operating (except that equity ownership of less than five percent (5%) of a Competitive Business whose stock or other forms of ownership interest are publicly traded on a recognized United States stock exchange will not be deemed to violate this subparagraph);
- (b) Be, or perform services as, a director, officer, manager, employee, consultant, representative, or agent for a Competitive Business, wherever located or operating;
- (c) Divert or attempt to divert any actual or potential business or customer of the Franchised Businesses to a Competitive Business; or
- (d) Engage in any other activity which might injure the goodwill of the Marks and System.

## ARTICLE 11

### CONFIDENTIAL INFORMATION:

11.1 **Confidentiality:** We possess (and will continue to develop and acquire) certain confidential information, some of which constitutes trade secrets under applicable law (the “**Confidential Information**”), concerning developing and operating the Franchised Businesses, including: site selection and territorial criteria; training and operations materials and manuals; methods, formats, specifications, standards, systems, procedures, sales and marketing techniques, knowledge, and experience used in developing and operating the Franchised Businesses and providing in-home care to clients; marketing and advertising programs; employee and caregiver recruitment, training, retention programs; knowledge of specifications for and suppliers of operating assets, and other products; any computer software or similar technology which is proprietary to us or the Franchise System, including, digital passwords and identifications and any source code of, and data, reports, and other printed materials generated by, the software or similar technology; knowledge of the operating results and financial performance of IHeart Caregiver

Services Franchised Businesses other than the Franchised Businesses; and graphic designs and related intellectual property.

You will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Franchised Businesses during the Franchise Agreement's term, and that Confidential Information is proprietary and is disclosed to you only on the condition that you: (1) will not use Confidential Information in any other business or capacity; (2) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the term of this Agreement and after the term for as long as the item is not generally known in the employment and/or health care and/or in-home care industries; (3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and (4) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Franchised Business personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information.

We have the right to regulate the form of agreements that you use and to be a third party beneficiary of those agreements with independent enforcement rights. You are obligated to maintain in your files those executed confidentiality agreements we specify and make them available to us upon request.

Confidential Information does not include information, knowledge, or know-how which you can demonstrate lawfully came to your attention before we provided it to you directly or indirectly; which, at the time we disclosed it to you, already had lawfully become generally known in the employment and/or health care and/or in-home care industries through publication or communication by others (without violating an obligation to us); or which, after we disclose it to you, lawfully becomes generally known in the employment and/or health care and/or in-home care industries through publication or communication by others (without violating an obligation to us). However, if we include any matter in Confidential Information, anyone who claims that it is not Confidential Information must prove that one of the exclusions provided in this paragraph is fulfilled.

This Section 11.1 shall survive the termination or expiration of this Agreement.

## ARTICLE 12

### DEFAULT:

12.1 **Events of Default:** The occurrence of any of the following events shall constitute a default under this Agreement:

- (a) If Franchisee, shall in any respect fail to meet the Development Schedule;

- (b) The failure of Franchisee to satisfactorily complete the initial training program to the satisfaction of Franchisor as set forth in Section 8.1(c) of this Agreement and Section 8.1 of each Franchise Agreement;
- (c) If Franchisee shall misuse the 1Heart Caregiver Services System, the Licensed Rights or the Marks or otherwise materially impair the goodwill associated therewith, or if Franchisee shall use in operating its business under this Agreement or at any 1Heart Caregiver Services Franchised Business developed under this Agreement, any name, marks, systems insignia or symbols not authorized by Franchisor;
- (d) If Franchisee shall fail to fully comply with Section 10.1 of this Agreement;
- (e) If Franchisee fails to promptly pay any sum due by virtue of this Agreement or any Franchise Agreement;
- (f) If Franchisee shall commence operation of any 1Heart Caregiver Services Franchised Business at any premises unless a Franchise Agreement for such premises has first been duly executed by Franchisor and Franchisee;
- (g) Any attempted transfer in violation of Article 9 of this Agreement;
- (h) If Franchisee fails to obtain Franchisor's prior written approval or consent as expressly required by this Agreement;
- (i) If Franchisee defaults in the performance of any other obligation under this Agreement;
- (j) If Franchisee defaults in the performance of any obligation under any Franchise Agreement for a 1Heart Caregiver Services Franchised Business within the Development Area, regardless of whether or not said Franchise Agreement is terminated as a result of such default;
- (k) Any assignment for the benefit of creditors of Franchisee; if not dismissed within fifteen (15) days;
- (l) If Franchisee fails, for a period of ten (10) days after receipt of notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the exercise of the Development Rights or to the operation of any 1Heart Caregiver Services Franchised Business within the Development Area;
- (m) Any material misrepresentation by Franchisee relating to the acquisition of the Development Rights granted hereunder or to the acquisition of the franchises granted under any Franchise Agreement or conduct by Franchisee which reflects materially

and unfavorably upon the operation and reputation of Franchisee's business or the 1Heart Caregiver Services System;

- (n) If any part of the business of Franchisee hereunder or any 1Heart Caregiver Services Franchised Business of Franchisee is seized, taken over, or foreclosed by a government official in the exercise of their duties, or seized, taken over, or foreclosed by a creditor, lienholder or lessor, and not dismissed within thirty (30) days; or if Franchisee admits its inability to pay its obligations as they become due; or if a receiver is appointed over all or any part of the assets of Franchisee; or a levy of execution has been made upon the rights granted by this Agreement or upon any property used in Franchisee's 1Heart Caregiver Services Franchised Businesses and it is not discharged within five (5) days of such levy, or if Franchisee shall file a petition in bankruptcy, reorganization, or similar proceeding or be named a debtor in any such proceeding under the bankruptcy laws of the United States;
- (o) If Franchisee or any of its owners are convicted of a felony or any other crime involving moral turpitude;
- (p) If Franchisor gives Franchisee a notice of default under this Article 12 after two previous defaults which have been cured after notice of default within the preceding twelve (12) month period;
- (q) The death or disability of Franchisee without the election to sell and transfer the Franchised Businesses as set forth in Section 9.5 hereof; or
- (r) The failure of the Executor of a Deceased Franchise to comply with the provisions of paragraphs (b) or (d) of Section 9.5.

**12.2 Termination:** Upon the occurrence of any of the events set forth in Section 12.1, Franchisor may, without prejudice to any other rights or remedies contained in this Agreement or provided by law or equity, terminate this Agreement. Such termination shall be effective thirty (30) days after written notice (or such other notice as may be required by applicable state law) is given by Franchisor to Franchisee of any of the events set forth in subparagraphs (c), (d), (e), (f), (g), (h), (i), (j), (l) or (r) of Section 12.1 if such defaults are not cured within such period. Such termination shall be effective immediately upon written notice upon the occurrence of the events set forth in subparagraphs (a), (b), (m), (n) or (p) of Section 12.1. Such termination shall be effective immediately without notice upon the occurrence of any of the events set forth in subparagraphs (k), (n), (o) or (q) of Section 12.1

## **ARTICLE 13**

### **OBLIGATIONS UPON TERMINATION:**

**13.1 Obligations of Franchisee:** Upon termination or expiration of this Agreement, Franchisee shall:



- (a) Cease immediately any attempts to establish new IHeart Caregiver Services Franchised Businesses;
- (b) Cease immediately to hold itself out in any way as a franchisee of IHeart Caregiver Services or to do anything which would indicate any relationship between it and Franchisor except to the extent permitted by any Franchise Agreement;
- (c) Turn over to Franchisor all manuals, including the Operations Manual, records, files, instructions, correspondence, and materials, including, without limitation, brochures, agreements, disclosure statements, and any and all other materials relating to the business operated hereunder in Franchisee's possession, including all copies thereof (all of which are hereby acknowledged to be Franchisor's sole property and on loan to Franchisee during the terms of this Agreement);
- (d) Pay to Franchisor all sums due and owing to Franchisor or any affiliate of Franchisor;  
and
- (e) Comply with all other obligations upon termination set forth in this Agreement.

**13.2 Effect of Termination Upon Franchise Agreements:** Termination of this Agreement shall not affect the rights of Franchisee to operate IHeart Caregiver Services Franchised Businesses in accordance with the terms of any Franchise Agreements with Franchisor until and unless such Franchise Agreements, or any of them, are terminated or expire in accordance with their terms.

**13.3 Covenant Not To Compete:** Franchisee covenants that, except as otherwise approved in writing by Franchisor, Franchisee shall not, for a continuous uninterrupted period of two (2) years from the later to occur of: (a) expiration or termination of this Agreement (regardless of the cause for termination); (b) transfer permitted under Section 9 above; or (c) a final order of a duly authorized arbitrator or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 13.3, either directly or indirectly, for himself, herself, or through, on behalf of, or in conjunction with any person, persons, partnership, or business entity, own, maintain, advise, help, invest in, make loans to, be employed by, engage in, or have any interest in any business specializing, in whole or in part, in the activities conducted by the Franchisee, including, the provision of non-medical care services to individuals needing assistance with the activities of daily living as well as those requiring companion care or which are otherwise similar to a IHeart Caregiver Services Franchised Business in services and products offered, which is located:

- (a) Within the Development Area;

- (b) Within a radius of twenty-five (25) miles from any 1Heart Caregiver Services Franchised Business developed under this Agreement, or within twenty-five (25) miles from the boundary of the Development Area; or
- (c) Within a radius of twenty-five (25) miles from the premises of any other 1Heart Caregiver Services Franchised Business.

Franchisee agrees that the time periods contained in this Section 13.3 will be tolled for any period during which Franchisee is in breach of the covenants and any other period during which Franchisor seeks to enforce this Agreement. For purposes of this Section 13.3 and Section 10.1 of this Agreement, the term “Franchisee” shall include any officer, director, manager, member, shareholder or holder of an ownership interest in Franchisee, if Franchisee is a corporation or other business entity, and any partner of Franchisee, if Franchisee is a partnership. Notwithstanding the foregoing, this provision shall not apply to the operation by Franchisee of another 1Heart Caregiver Services Franchised Business, or to any ownership by Franchisee of less than three percent (3%) of the outstanding stock of any publicly held corporation.

**13.4 Confidentiality:** Following the termination of this Agreement for any reason, Franchisee and its officers, directors, shareholders, members, agents and representatives, if any, shall not communicate, divulge or use for the benefit of itself or any other person or entity, any information or knowledge which it may have acquired by virtue of the conduct of the operation of the business granted herein or otherwise from materials received from Franchisor, and shall not do anything prejudicial or injurious to the business or goodwill of Franchisor, or any other franchisee of Franchisor.

**13.5 Survival of Provisions After Termination or Expiration:** The obligations of Franchisee set forth in, and the other provisions of, Articles 11, 12, and 14 shall survive the termination or expiration of this Agreement.

## **ARTICLE 14**

**14.1 Mediation:** Except for controversies or claims solely relating to (a) demands for money owed and/or (b) intellectual property rights, including, but not limited to, Franchisor’s Marks, copyrights, or the unauthorized use or disclosure of Franchisor’s Confidential Information, covenants against competition and other claims for injunctive relief, all disputes or claims between Franchisor and Franchisee or its affiliates arising out of, or in any way relating to this Agreement must be submitted to mediation before being submitted to arbitration or litigation. The mediation will take place in Los Angeles, California under the auspices of the American Arbitration Association (“AAA”), in accordance with AAA’s commercial mediation rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor stating, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period thirty (30) days following receipt of such notice within which to notify Franchisee as to whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any arbitration or litigation against Franchisor or its affiliates with respect to any such claim or dispute unless Franchisor fails to exercise its option to submit

such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's right to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party shall bear its own cost of mediation and Franchisor and Franchisee shall share mediation costs equally. This agreement to mediate shall survive any termination or expiration of this Agreement. This agreement to mediate shall survive termination or expiration of this Agreement. The parties agree that mediation is a compromise negotiation for the purposes of the federal and state rules of evidence, and the entire mediation process shall be confidential.

**14.2 Arbitration:** Except for controversies or claims solely relating to (a) demands for money owed and/or (b) intellectual property rights, including, but not limited to, Franchisor's Marks, copyrights, or the unauthorized use or disclosure of Franchisor's Confidential Information, covenants against competition and other claims for injunctive relief, all disputes or claims relating to this Agreement, the rights and obligations of the parties, or any other claims or causes of action relating to the making, interpretation, or performance of either party under this Agreement, which have not first been settled through mediation as set forth above, shall be resolved by binding arbitration in Los Angeles, California before the AAA in accordance with the Federal Arbitration Act, the Commercial Arbitration Rules of the AAA, as amended, and for any appeal. The AAA Appellate Arbitration Rules or such successor rules then in effect, except that there shall be no consolidated, common, or class action arbitration and Franchisee and its owners waive any and all rights to proceed on a consolidated, common, or class action basis, or to seek joinder of any of its claims with those of any other party. The parties agree to be bound by the award, and each party must bear its own costs of arbitration; provided, however, that the arbitrator's fee shall be shared equally by the parties. The arbitration proceedings and arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by law or court order or as is necessary to confirm, vacate or enforce the award and for disclosure in confidence to the parties' respective attorneys and tax advisors. The arbitrator shall have authority to determine class action claims and shall have no authority to amend or modify the terms of the Agreement. No issue of fact or law determined in the arbitration shall be given preclusive or collateral estoppel effect in any other arbitration, except to the extent such issue arises in another proceeding between the parties. Judgment upon the award of the arbitrator shall be submitted for confirmation to the federal district court in Los Angeles, California, and, if confirmed, may be subsequently entered in any court having competent jurisdiction. This agreement to arbitrate shall survive any termination or expiration of this Agreement.

**14.3 Injunctive Relief:** Notwithstanding any other provision of this Agreement, either party shall have the right to apply at any time to a court of competent jurisdiction for preliminary or temporary injunctive relief. In addition, Franchisor will be threatened with irreparable harm, and injunctive relief shall be entered without the necessity of a bond, in the event of any breach or violation or threatened breach or violation of any provision of this Agreement relating to (a) Franchisee's use of the Marks; (b) Franchisee's establishment of any 1Heart Caregiver Services Franchised Business except pursuant to a Franchise Agreement therefore; (c) obligations of Franchisee upon termination or expiration of this Agreement; (d) an assignment of this Agreement or the franchise granted hereunder or any ownership interest therein; (e) a violation of any applicable law, ordinance or regulations; or (f) any conduct by Franchisee or its owners

that is dishonest or misleading to Franchisor, Franchisor's other franchisees, or the general public.

14.4 **Venue:** Any litigation to enforce or relating to this Agreement or the relationship of the parties established hereunder shall be filed in the federal district court or a state court of general jurisdiction in Los Angeles County, California and Franchisor and Franchisee hereby consent to the jurisdiction of and venue in such courts.

14.5 **Expenses in Legal Proceedings:** In any arbitration or litigation between the parties, the prevailing party shall be entitled to recover, in addition to any damages awarded, its expenses, including without limitation reasonable attorneys' fees and disbursements, accounting fees and disbursements, court costs and costs of collection, in addition to any other relief to which it is found entitled.

## ARTICLE 15

**INDEPENDENT CONTRACTOR:** It is understood and agreed that nothing in this Agreement shall create a partnership, employment or agency relationship between Franchisor and Franchisee or authorize Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name, and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action, or by reason of any act or omission of Franchisee in any of its operations hereunder or any claim or judgment arising therefrom against Franchisor. Franchisee shall indemnify and hold Franchisor harmless against any and all such claims, debts, liabilities or obligations arising directly or indirectly from, as a result of, or in connection with, this Agreement, Franchisee's ownership, operation, of the business licensed under this Agreement, the acts or omissions of Franchisee or Franchisee's employees, or the relationship between Franchisor and Franchisee, and shall pay all costs (including without limitation, attorneys' and accountants' fees and disbursements) incurred by Franchisor in defending against and/or responding to them. Franchisee shall display prominently, in full compliance with the policies and procedures set forth in any manual or directive of Franchisor, including without limitation, at its place of business, on all correspondence with third parties, and on any printed materials bearing its name or business location, a statement, as specified by Franchisor, that the Franchised Business of Franchisee is independently owned and operated by Franchisee. Franchisee further acknowledges and agrees that Franchisor owes no fiduciary duty whatsoever to Franchisee.

## ARTICLE 16

### **MISCLELLANOUS:**

16.1 **Nature of Agreement:** This Agreement, together with the schedules attached, constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior agreements between such parties, except that nothing in this Agreement or in any related agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document provided to Franchisee. Except as otherwise set forth herein, this Agreement may not be modified or amended except by a written instrument, signed by each of

the parties, expressing such amendment or modification. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver; nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercises or the exercise of any other right, power or remedy.

16.2 **Benefit:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective and legal representatives, successors and assigns.

16.3 **Construction:** Except to the extent governed by federal trademark law and the parties' rights under the Federal Arbitration Act respecting Section 14.2, this Agreement shall be deemed to have been entered into and for all purposes shall be governed by the local laws of the State of California, without application of its conflicts of laws principles.

16.4 **Headings:** The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.

16.5 **Notices:** All notices, requests, demands and other communications hereunder shall be deemed to have been duly received by, the person to whom addressed when (i) personally delivered, or (ii) forty-eight (48) hours after deposit in the United States mail, registered or certified mail, postage prepaid, return receipt requested, or (iii) twenty-four (24) hours after deposit with an overnight delivery service, charges prepaid, addressed:

- (a) In the case of Franchisor, to:  
1HCS Franchising LLC  
18455 Burbank Blvd., Suite 210  
Tarzana, CA 91356  
Attention: President and CEO

- (b) In the case of Franchisee, to:

See Section 6 of Schedule A attached to this Agreement.

or to such other person or address as the parties may from time to time furnish to each other.

16.6 **Joint and Several Obligations:** If Franchisee consists of more than one person, their liability under this Agreement shall be deemed to be joint and several.

16.7 **Pronouns:** Each pronoun used herein shall be deemed to include the other number and gender.

16.8 **Severability:** In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), is held to be invalid or unenforceable by the final judgment of a court of competent jurisdiction after appeal or the time for appeal has expired, such invalidity shall be limited to such specific provision or portion thereof (or to such

situation), and this Agreement shall be construed and applied in such manner as to minimize such unenforceability. This Agreement shall otherwise remain in full force and effect.

**16.9 Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**16.10 Consents:** Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor therefor, and such approval shall be obtained in writing. Franchisor will also consider granting, in its sole discretion, other reasonable requests individually submitted by Franchisee in writing for Franchisor's prior waiver of any obligation imposed by this Agreement. Franchisor makes no warranties or guarantees upon which Franchisee may rely, and assumes no liability or obligation to Franchisee, by providing any waiver, approval, consent, or suggestion to Franchisee in connection with the Agreement, or by reason of any neglect, delay or denial of any request therefor. Any waiver granted by Franchisor shall be subject to Franchisor's continuing review, may subsequently be revoked for any reason effective upon Franchisee's receipt of thirty (30) days prior written notice, and shall be without prejudice to any other rights Franchisor may have.

**16.11 Time is of the Essence:** As to all reports and fees payable to or to be made to Franchisor, time shall be of the essence.

**16.12 Capitalized Terms:** Capitalized terms not defined herein shall have the meaning ascribed to such terms in the latest 1Heart Caregiver Services Franchise Agreement.

## **ARTICLE 17**

### **ACKNOWLEDGEMENTS AND REPRESENTATIONS:**

#### **17.1 Acknowledgements By Franchisee:**

- (a) It has conducted an independent investigation and financial assessment of the business contemplated by this Agreement and the market in the Development Area and recognizes that it involves business risks making the success of the venture largely dependent upon the business abilities of Franchisee as well as other variables.
- (b) It has no knowledge of any representations by Franchisor, or its parent, officers, directors, shareholders, employees, agents or servants, about the business contemplated by this Agreement that are contrary to the terms of this Agreement or the documents incorporated herein, and further represents to Franchisor, as an inducement to its entry into this Agreement, that it has made no misrepresentations in obtaining this Agreement.
- (c) It has received, read and understood this Agreement and the attachments hereto, if any, Franchisor has fully and adequately explained the provisions of each to its satisfaction; and Franchisor has afforded it ample time and opportunity to consult

with advisors of its own choosing about the potential benefits and risks of entering into this Agreement.

- (d) It has received Franchisor's Franchise Disclosure Document for the state in which the Development Area is located at least fourteen (14) calendar days prior to the execution of any agreement or the payment of any consideration to Franchisor.
- (e) It is aware of the fact that some franchisees may operate under different forms of agreements, and consequently, that Franchisor's obligations and rights in respect to its various franchisees may differ materially in certain circumstances.

17.2 **Representations By Franchisee:** Franchisee hereby represents that the information that it has provided in Section 1 of Schedule A attached hereto is true, accurate and complete as of the date that Franchisee has executed this Agreement and that any modifications of such information provided to Franchisor shall be true, accurate and complete as of the date such modification is provided to Franchisor.

## **ARTICLE 18**

### **EFFECTIVE DATE:**

18.1 **Effective Date:** This Agreement shall be effective as of the date it is executed by Franchisor (the "Effective Date").

[Signature Blocks to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective as of the Effective Date.

**FRANCHISEE:**

\_\_\_\_\_  
(Name of Franchisee Entity)

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISOR:**

1HCS FRANCHISING LLC

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**SCHEDULE A**  
(to the 1Heart Caregiver Services Area Development Agreement)

**FRANCHISEE INFORMATION**

Section 1. Franchisee:

Name of Individual or Entity: \_\_\_\_\_

Type of entity and State organization (if applicable): \_\_\_\_\_

Principal address: \_\_\_\_\_

Names and Addresses and  
Percentage of Ownership  
Of all Shareholders  
or General Partners  
or Limited Liability  
Company Members

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Section 2. Development Area (insert list of zip codes): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Section 3. Total number of 1Heart Caregiver Services Franchised Businesses to be opened and Operated within the Development Area during the term of this Agreement: \_\_\_\_\_

Section 4. Development Schedule:

**Franchise Development Schedule**

Franchisee agrees that there shall be opened for business within the Development Area by the date indicated in Column II below and operating at all times thereafter during the term of this Agreement not less than the cumulative minimum number of 1Heart Caregiver Services Franchised Businesses listed in Column III:

I. BUSINESS UNIT SEQUENCE	II. LATEST DATE FOR SIGNING FRANCHISE AGREEMENT FOR THIS LOCATION	III. CUMULATIVE MINIMUM NUMBER OF FRANCHISED BUSINESSES IN OPERATION
1		
2		
3		
4		
5		
6		

Section 5. Area Development Fee: (\$30,000.00 multiplied by the total number of franchises in the Franchise Development Schedule): \_\_\_\_\_

Section 6. Notice Address of Franchisee: \_\_\_\_\_  
 \_\_\_\_\_.

## SCHEDULE B

### GUARANTY AND ASSUMPTION OF OBLIGATIONS

THIS UNLIMITED GUARANTY AND ASSUMPTION OF OBLIGATIONS is given this day of \_\_\_\_\_, 20\_\_\_\_\_, in connection with that certain Area Development Agreement of even date herewith (which Agreement, as may have been modified, amended and/or supplemented in writing, is hereunder called the Area Development Agreement by and between IHCS Franchising LLC as “Franchisor” and \_\_\_\_\_ as “Franchisee”).

For valuable consideration received, and as an inducement to Franchisor to enter into the Area Development Agreement, the undersigned (“Guarantor”) hereby unconditionally guarantees to Franchisor: (a) the full and timely performance by Franchisee of the Area Development Agreement and all terms, conditions and covenants thereof, and (b) the payment by Franchisee of all sums payable by Franchisee under the Area Development Agreement.

Guarantor agrees that (1) the obligations shall be enforceable against Guarantor without the necessity for any suit or proceedings whatsoever against Franchisee, and without the necessity of any notice of nonpayment, nonperformance or nonobservance or any notice of acceptance of this Guaranty Agreement or any other notice or demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; (2) immediately upon each and every breach or default of the Franchise Agreement by Franchisee, whether before or during the term of the Area Development Agreement or thereafter (e.g., during any renewal term), without any notice to or demand upon Guarantor. Guarantor will (i) pay to Franchisor the sum or sums in arrears, (ii) pay to Franchisor all damages, including but not limited to any expenses, costs and fees incurred by Franchisor, that may be occasioned by Franchisee's nonperformance, and (iii) comply with or perform all terms and conditions of the Area Development Agreement; (3) no extension, forbearance or leniency extended by Franchisor to Franchisee shall wholly or partially discharge Guarantor hereunder, notwithstanding that Guarantor had no notice of any breach or default of the Area Development Agreement or of any such leniency, forbearance or extension; (4) Franchisor and Franchisee, without notice to or consent by Guarantor, may at any time(s) enter into modifications, renewals, extensions, amendments and/or other agreements respecting the Area Development Agreement, and Guarantor shall not be wholly or partially released thereby, it being intended that Guarantor shall continue as guarantor with respect to the Area Development Agreement as so modified, renewed, extended, amended or otherwise affected and notwithstanding any transfer or assignment of the Area Development Agreement.

The obligations of Guarantor herein shall be co-extensive with those of Franchisee under the Area Development Agreement and shall remain in effect as long as Franchisee's obligations under the Area Development Agreement are in effect. This Guaranty Agreement is absolute and unconditioned and shall continue without being affected by any impairment, release or limitation of the liability of Franchisee or its estate in bankruptcy resulting from the operation of any present or future provision of the Bankruptcy Code of the United States or from the decision of any court interpreting the same. Guarantor further agrees to be bound by each and every obligation of Franchisee under the Area Development Agreement, with the same force and effect

as if Guarantor were designed in and had executed the Area Development as Franchisee thereunder.

This Guaranty Agreement is a primary guaranty of payment and performance and shall not be subject to any counterclaim, set-off, deduction or defense. No failure or delay on the part of Franchisor in exercising any right or remedy under the Area Development Agreement and/or this Guaranty Agreement shall operate as a waiver thereof nor shall a single or partial exercise of any right or remedy preclude any other or further exercise thereof, and all rights and remedies of Franchisor hereunder and under the Area Development Agreement shall be cumulative. Until all Franchisee's obligations under the Franchisee are fully performed, Guarantor waives any rights that it may have against Franchisee by reason of Guarantor's compliance with the Guaranty Agreement, and subordinates any liability or indebtedness of Franchisee held by Guarantor to the obligations of Franchisee to Franchisor under the Area Development Agreement.

If Guarantor consists of more than one person and/or entity, (a) this Guaranty Agreement shall be binding on all of them jointly and severally, and (b) notice to or from any of them will constitute notice to or from each of them.

Any notice or other communication to Franchisor may be addressed to 1HCS Franchising LLC, 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356, Attention: Belina Calderon-Nernberg or such other address as may be designated by Franchisor by registered or certified mail, return receipt requested, and the time of rendition of such notice or other communication shall be when it is deposited in an official United States Mail receptacle, postage prepaid.

This Guaranty Agreement, which is to be governed by and construed in accordance with the laws of the State of California, shall also bind Guarantor's legal or personal representatives, heirs, successors and assigns (as the case may be) and inure to the benefit of Franchisor's successors and assigns and any other person or entity at any time having the rights of Franchisor under the Area Development Agreement.

Guarantor will forthwith pay to Franchisor all attorney's fees and disbursements incurred by Franchisor in connection with any breach or default by Franchisee under the Area Development Agreement and/or the enforcement of this Guaranty Agreement, in each instance whether or not suit is brought (and if suit is brought, through appeals and collection efforts).

Any sums not paid to Franchisor when due hereunder will bear interest at the rate of 18% per annum, from the due date until full payment is received by Franchisor.

As a further inducement to Franchisor to make and enter into the Area Development Agreement and in consideration thereof, Guarantor agrees that in any action or proceeding brought on, under or by virtue of this Guaranty Agreement, Guarantor shall and does hereby waive trial by jury and the benefit of any statute of limitations defense, and Guarantor agrees that the applicable courts of California may have jurisdiction over Guarantor upon appropriate service on Guarantor anywhere in the United States in a manner in accordance with the laws of California. Without limiting the foregoing, Guarantor hereby irrevocably appoints Franchisee as Guarantor's agent for service of process related to this Guaranty Agreement.

The Guaranty Agreement contains the entire agreement between the parties with respect to the matters covered hereby, and Guarantor acknowledges that no agent, representative, salesman or officer of Franchisor has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding to or changing the terms and conditions herein set forth. No customs or dealings between the parties shall be permitted to contradict or modify the terms hereof. This Guaranty Agreement shall not be construed more strictly against one party merely by reason of such party's preparation hereof. If any provision of this Guaranty Agreement shall be held to be invalid or unenforceable, to the maximum extent possible the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall continue in full force and affect. Neither this Guaranty Agreement nor any of its provisions can be waived, modified or terminated orally, but only by a written instrument duly executed by or on behalf of the party against whom enforcement of any waiver, modification or termination is sought.

Guarantor fully and expressly intends that the foregoing requirements as to a writing be strictly adhered to and strictly interpreted and enforced by any court which may be asked to consider the matter. This Guaranty shall be effective for the full Area Development Agreement term, including any extensions or renewals thereof.

GUARANTOR:

\_\_\_\_\_

\_\_\_\_\_  
Social Security #

\_\_\_\_\_  
Driver's License #

Notice Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF \_\_\_\_\_ )

SS:

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced a State of \_\_\_\_\_ driver's license as identification and (has) (has not) taken an oath.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: Notary Public

(Notarial Seal)

My Commission Expires:

**SCHEDULE C**  
**MULTI-STATE ADDENDA**

**AMENDMENT TO 1HEART CAREGIVER SERVICES  
AREA DEVELOPMENT AGREEMENT  
FOR THE STATE OF CALIFORNIA**

The 1HCS FRANCHISING LLC Area Development Agreement between \_\_\_\_\_ (“Franchisee” or “You”) and 1HCS Franchising LLC (“Franchisor”) dated \_\_\_\_\_ (the “Agreement”) shall be amended by the addition of the following language, which shall be considered an integral part of the Agreement (the “Amendment”):

**CALIFORNIA LAW MODIFICATIONS**

1. The California Department of Corporations requires that certain provisions contained in franchise documents be amended to be consistent with California law, including California Franchise Investment Law, CAL. CORPORATIONS CODE Section 31000 *et seq.* To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

- a. California Business and Professions Code Sections 20000 through 20043 provide rights to You concerning nonrenewal and termination of the Agreement. The Federal Bankruptcy Code also provides rights to You concerning termination of the Agreement upon certain bankruptcy-related events. To the extent the Agreement contains a provision that is inconsistent with these laws, these laws control.
- b. If Franchisee is required in the Agreement to execute a release of claims, such release shall exclude claims arising under the California Franchise Investment Law and the California Franchise Relations Act.
- c. If the Agreement requires payment of liquidated damages that is inconsistent with California Civil Code Section 1671, the liquidated damage clause may be unenforceable.
- d. If the Agreement contains a covenant not to compete which extends beyond the expiration or termination of the Agreement, the covenant may be unenforceable under California law.
- e. Any interest rate charged to a California franchisee shall comply with the California Constitution. The interest rate shall not exceed either (a) 10% annually or (b) 5% annually plus the prevailing interest rate charged to banks by the Federal Reserve Bank of San Francisco, whichever is higher.



2. Each provision of this Amendment shall be effective only to the extent that the jurisdictional requirements of the California law applicable to the provision are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to the Agreement to be effective as of the Effective Date.

**FRANCHISEE:**

\_\_\_\_\_  
(Name of Franchisee Entity)

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FRANCHISOR:**  
1HCS FRANCHISING LLC

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **FOR THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Area Development Agreement (the “Agreement”) agree as follows:

1. Section 12.2 of the Agreement, shall be supplemented by the addition of the following, which shall be considered an integral part of the Agreement:

If any of the provisions of this Section 12.2 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law shall apply.

2. Section 14.4 of the Agreement shall be deleted in its entirety, and shall have no force or effect; and the following new paragraph shall be substituted in lieu thereof:

You and your owners agree that all actions arising under this Agreement, or arising out of the offer and sale of rights to operate the Franchised Business, or otherwise as a result of the relationship between you and us must be commenced in a state or federal court of competent jurisdiction within such state or judicial district in which we have our principal place of business at the time the action is commenced and you (and each owner) irrevocably submit to the jurisdiction of those courts and waive any objection you (or the owner) might have to either the jurisdiction of or venue in those courts, except with respect to claims arising under the Illinois Franchise Disclosure Act which must be commenced in Illinois courts. Nonetheless, you and your owners agree that we may enforce this Agreement in the courts of the state or states in which you are domiciled or the Franchised Business is located.

3. Sections 16.3 of the Agreement shall be deleted in their entirety, and shall have no force or effect; and the following new paragraph shall be substituted in lieu thereof:

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), or other federal law, this Agreement, the Franchise, and all claims arising from the relationship between us and you will be governed by the laws of the State of Illinois, without regard to its conflict of laws rules, except that any Illinois law regulating the sale of franchises or business opportunities or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this paragraph.

4. The Agreement shall be supplemented by the addition of the following, which shall be considered an integral part of the Agreement:

Nothing contained in this Agreement shall constitute a condition, stipulation, or provision purporting to bind any person to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other Illinois law (as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met).

5. The following statement shall be deemed to amend the Agreement:

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

6. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently without reference to this amendment.

[signature page follows]

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

1HCS FRANCHISING LLC:

Franchisee:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **FOR THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the parties to the attached IHCS Franchising LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Section 9.2(b)(5) is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

Franchisee (and any transferring owners, if Franchisee is a business entity) and the transferee sign a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its shareholders, officers, directors, managers, members, employees, and agents; excluding only such claims as the Franchisee or transferee may have under the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233);

2. Section 14.4 of the Agreement, shall be deleted in its entirety, and shall have no force or effect; and the following shall be substituted in its place:

Franchisee and its owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between Franchisee and Franchisor must be commenced in a state or federal court of competent jurisdiction within such state or judicial district in which we have our principal place of business at the time the action is commenced, and Franchisee (and each owner) irrevocably submit to the jurisdiction of those courts and waive any objection Franchisee (or the owner) might have to either the jurisdiction of or venue in those courts; except with respect to claims arising under the Maryland Franchise Registration and Disclosure Law. Nonetheless, Franchisee and its owners agree that Franchisor may enforce this Agreement in the courts of the state or states in which Franchisee is domiciled or the Franchised Business is located.

3. Section 17.1 of the Agreement, under the heading “ACKNOWLEDGEMENTS AND REPRESENTATIONS” shall be supplemented by the following:

17.3 The foregoing acknowledgments are not intended to nor shall they act as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

17.4 The Franchisee Disclosure Questionnaire is not intended to, and shall not act, as a release, estoppel or waiver of any liability under the Maryland Franchise Registration and Disclosure Law.

4. Exhibit I, “Franchisee Disclosure Questionnaire,” shall be amended by the addition of the following paragraph at the conclusion of the Exhibit: No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the

franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

5. Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law (Md. Code Bus. Reg. §§ 14-201 through 14-233) are met independently without reference to this amendment.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

1HCS FRANCHISING LLC:

Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **FOR THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached IHCS Franchising LLC Franchise Agreement (the “Agreement”) agree as follows:

1. Section 9.2, under the heading “Transfer by Franchisee”, the paragraph requiring a General Release is deleted in its entirety, and shall have no force or effect; and the following paragraph shall be substituted in lieu thereof:

Franchisee (and its transferring owners) and transferee sign a general release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its shareholders, officers, directors, members, managers, employees, and agents, excluding only such claims as the Franchisee or transferee may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

2. Section 9.2 of the Agreement, under the heading “Transfer by Franchisee” shall be supplemented by the addition of the following:

Minnesota law provides Franchisee with certain transfer rights. In sum, Minn. Stat. §80C.14 (subd. 5) currently requires that consent to the transfer of the Franchised Business may not be unreasonably withheld.

3. Section 12.2 of the Agreement, under the heading “Termination” shall be supplemented by the following new paragraph:

Minnesota law provides you with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that Franchisee be given 90 days’ notice of termination (with 60 days to cure) of the Franchise Agreement.

4. Section 14.4 of the Agreement shall be supplemented by the following paragraph, which shall be considered an integral part of the Agreement:

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Disclosure Document or agreement can abrogate or reduce any of Franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C, or Franchisee’s rights to jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

5. The following statement shall be deemed to amend the Agreement:

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



6. Each provision of this Agreement shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce are met independently without reference to this addendum to the Agreement.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

1HCS FRANCHISING LLC:

Franchisee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## **FOR THE STATE OF WASHINGTON**

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration, or as determined by the arbitrator. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sales of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other

person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Each provision of this amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, are met independently without reference to this amendment.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

1HCS FRANCHISING LLC:

Franchisee:\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title:\_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE D**  
**GENERAL RELEASE**

**GENERAL RELEASE**

THIS GENERAL RELEASE is made and given on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, (“RELEASOR”) an individual/corporation/ limited liability company/partnership with a principal address of \_\_\_\_\_, in consideration of:

\_\_\_\_\_ RELEASEE’S consent to RELEASOR’S assignment of its rights and duties under the Area Development Agreement; or

\_\_\_\_\_ RELEASEE’S consent to RELEASOR’S assumption of rights and duties under the Area Development Agreement; or

and other good and valuable consideration, the adequacy of which is hereby acknowledged, and accordingly RELEASOR hereby releases and discharges RELEASEE, RELEASEE’S officers, directors, shareholders, managers, members, partners, owners, employees and agents (in their corporate and individual capacities), and RELEASEE’S successors and assigns, from any and all causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, known or unknown, that RELEASOR and RELEASOR’S heirs, executors, administrators, successors and assigns had, now have or may have, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this RELEASE arising out of or related to the Franchise or the Area Development Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances.

Any action brought by either party regarding this Release, shall only be brought in the appropriate state or federal court located in or serving Los Angeles, California. The parties waive all questions of personal jurisdiction or venue for the purposes of carrying out this provision.

Releasor expressly waives and relinquishes all rights and benefits which they may now have or in the future have under and by virtue of California Civil Code Section 1542. Releasor does so understanding the significance and consequence of such specific waiver. Section 1542 provides that “[a] general release does not extend to claims which the creditor does not know or suspect exist in his or her favor at the time of executing the release, which, if known by him or her, would have materially affected his or her settlement with the debtor or releasing party.” For the purpose of implementing a general release, the Releasor expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims described herein which Releasor does not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such claims.

This General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by RELEASOR and RELEASEE.

IN WITNESS WHEREOF, RELEASOR has executed this General Release as of the date first above written.

RELEASOR: \_\_\_\_\_

(type/print name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(or, if an individual)

Signed: \_\_\_\_\_

Name printed: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of \_\_\_\_\_)

) ss

County of \_\_\_\_\_)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_, known to me to be the same person whose name is signed to the foregoing General Release, and acknowledged the execution thereof for the uses and purposes therein set forth, [and who did swear and say that he/she is the \_\_\_\_\_ (title) of \_\_\_\_\_ (company name), and he/she has the authority to execute said General Release].

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public  
My Commission expires:

**EXHIBIT E TO THE DISCLOSURE DOCUMENT**

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**1HCS FRANCHISING LLC**

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**EXHIBIT F TO THE DISCLOSURE DOCUMENT**

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**1HCS FRANCHISING LLC**

**FINANCIAL STATEMENTS**

# 1HEART CAREGIVER SERVICES LLC

## FINANCIAL STATEMENTS

December 31, 2022 and 2021



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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
1Heart Caregiver Services LLC  
Los Angeles, California

### ***Opinion***

We have audited the accompanying financial statements of 1Heart Caregiver Services LLC, which comprise the balance sheet as of December 31, 2022 and 2021, and the related statements of operations, changes in member's deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 1Heart Caregiver Services LLC as of December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 1Heart Caregiver Services LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Financial Statements***

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 1Heart Caregiver Services LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

## *Auditors' Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 1Heart Caregiver Services LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 1Heart Caregiver Services LLC's ability to continue as a going concern for a reasonable period of time.

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



Long Beach, California  
March 27, 2023

# 1HEART CAREGIVER SERVICES LLC

## BALANCE SHEETS

### ASSETS

	<u>December 31,</u>	
	<u>2022</u>	<u>2021</u>
<b>CURRENT ASSETS</b>		
Cash	\$ 468,656	\$ 278,573
Accounts receivable, net	344,228	141,347
Inventory	61,182	40,123
Prepaid and other assets	<u>33,767</u>	<u>5,752</u>
	<u>907,833</u>	<u>465,795</u>
<b>PROPERTY AND EQUIPMENT, net</b>	<u>893</u>	<u>1,764</u>
<b>OTHER ASSETS</b>		
Deposit	<u>8,615</u>	<u>8,615</u>
<b>TOTAL ASSETS</b>	<u>\$ 917,341</u>	<u>\$ 476,174</u>

### LIABILITIES AND MEMBER'S DEFICIT

<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 47,292	\$ 26,423
Accrued expenses	14,684	78,035
Deferred revenue, current portion	<u>77,945</u>	<u>56,835</u>
	<u>139,921</u>	<u>161,293</u>
<b>NONCURRENT LIABILITIES</b>		
Deferred revenue, net of current portion	784,851	408,719
EID loan	<u>136,924</u>	<u>139,889</u>
	<u>921,775</u>	<u>548,608</u>
<b>MEMBER'S DEFICIT</b>	<u>(144,355)</u>	<u>(233,727)</u>
<b>TOTAL LIABILITIES AND MEMBER'S DEFICIT</b>	<u>\$ 917,341</u>	<u>\$ 476,174</u>

The accompanying notes are an integral part of these financial statements.

# 1HEART CAREGIVER SERVICES LLC

## STATEMENTS OF OPERATIONS

	For the Year Ended December 31,	
	<u>2022</u>	<u>2021</u>
<b>REVENUE</b>		
Franchise fees	\$ 44,900	\$ 44,521
Royalties	764,267	489,325
Marketing fees	432,539	179,120
Other revenue	194,233	81,193
Total revenue	<u>1,435,939</u>	<u>794,159</u>
<b>OPERATING EXPENSES</b>		
Cost of goods sold	115,530	75,834
Payroll and benefits	583,017	320,859
Business development	38,308	22,255
Lead generation	14,921	18,143
Marketing and promotions	322,911	183,247
Dues and subscriptions	29,399	4,840
Professional fees	61,949	52,701
Franchise operations support	100,000	65,266
Other operating expense	73,171	91,311
Total expenses	<u>1,339,206</u>	<u>834,456</u>
<b>INCOME (LOSS) FROM OPERATIONS</b>	96,733	(40,297)
<b>PAYCHECK PROTECTION PROGRAM LOAN FORGIVENESS</b>	-	23,635
<b>INTEREST INCOME, net</b>	<u>17,639</u>	<u>1,842</u>
<b>NET INCOME</b>	<u>\$ 114,372</u>	<u>\$ (14,820)</u>

The accompanying notes are an integral part of these financial statements.

**1HEART CAREGIVER SERVICES LLC**

**STATEMENTS OF CHANGES IN MEMBER'S DEFICIT  
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

<b>BALANCE AT DECEMBER 31, 2020</b>	<b>\$ (143,907)</b>
<b>NET LOSS</b>	<b>(14,820)</b>
<b>DISTRIBUTIONS TO MEMBER</b>	<b><u>(75,000)</u></b>
<b>BALANCE AT DECEMBER 31, 2021</b>	<b>(233,727)</b>
<b>NET INCOME</b>	<b>114,372</b>
<b>DISTRIBUTIONS TO MEMBER</b>	<b><u>(25,000)</u></b>
<b>BALANCE AT DECEMBER 31, 2022</b>	<b><u><u>\$ (144,355)</u></u></b>

The accompanying notes are an integral part of these financial statements.

**1HEART CAREGIVER SERVICES LLC**

**STATEMENTS OF CASH FLOWS**

	<b>For the Year Ended December 31,</b>	
	<b>2022</b>	<b>2021</b>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Net income	\$ 114,372	\$ (14,820)
Adjustments to reconcile net income to net cash from operating activities:		
Paycheck Protection Program loan forgiveness	-	(23,635)
EID grant income	-	(2,900)
Noncash interest expense	-	489
Depreciation	871	-
Changes in assets and liabilities:		
Current assets, net	(251,955)	(48,719)
Deferred revenue	397,242	189,223
Current liabilities	(42,482)	68,175
Net Cash Provided By Operating Activities	218,048	167,813
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Distributions to member	(25,000)	(75,000)
Payments on EID loan	(2,965)	-
Net Cash Used In Financing Activities	(27,965)	(75,000)
<b>NET CHANGE IN CASH</b>	190,083	92,813
<b>CASH, BEGINNING OF YEAR</b>	278,573	185,760
<b>CASH, END OF YEAR</b>	\$ 468,656	\$ 278,573
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION</b>		
Cash paid during the year for:		
Interest	\$ 5,195	\$ 7,500
Income taxes	\$ -	\$ -

The accompanying notes are an integral part of these financial statements.

# 1HEART CAREGIVER SERVICES LLC

## NOTES TO THE FINANCIAL STATEMENTS DECEMBER 31, 2022 AND 2021

### **NOTE 1 – Organization and Operations**

1Heart Caregiver Services LLC (the Company) was incorporated under the laws of the state of California for the purpose of offering franchise opportunities to entrepreneurs who want to own their own 1Heart Caregiver Services franchise, offering in-home care services specializing in services to the elderly and other adults who require assistance in meeting their healthcare needs.

### **NOTE 2 – Summary of Significant Accounting Policies**

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles applied in the preparation of the financial statements for December 31, 2022 and 2021.

#### ***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. The Company bases its estimates on historical experience and on various assumptions that are believed to be reasonable under the circumstances at the time. Actual results could differ from those estimates.

#### ***Revenue Recognition***

Revenue from contracts with customers consists primarily of initial franchise fees, royalties, and marketing fund contributions. The Company's performance obligations under franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the marketing fund, development of price lists, operations manuals, and training materials. These performance obligations are highly interrelated so are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation, which is satisfied by providing a right-to-use intellectual property over the term of each franchise agreement.



# 1HEART CAREGIVER SERVICES LLC

## NOTES TO THE FINANCIAL STATEMENTS DECEMBER 31, 2022 AND 2021

### NOTE 2 – Summary of Significant Accounting Policies (Continued)

#### *Revenue Recognition (Continued)*

Initial franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement. Royalties, including franchisee contributions to the marketing fund, are calculated as a percentage of franchise sales over the term of the franchise agreement and payable on a monthly basis. Initial and renewal franchise fees are payable by the franchisee prior to the opening or at the time of a renewal of an existing franchise agreement. The franchise agreement royalties, inclusive of marketing fund contributions, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchise sales occur.

Franchise fee payments received by the Company are recorded as deferred revenue on the balance sheet, which represents a contract liability. Deferred revenue is reduced as fees are recognized in revenue over the term of the franchise license for the respective franchisee. The term of a franchise license is typically ten years, with two successive renewal term options for five years each.

#### *Accounts Receivable*

Accounts receivable primarily represents amounts from customers for franchise fees, royalties, and marketing fund contributions. The allowance for doubtful accounts totals \$5,717 at December 31, 2022 and 2021.

#### *Inventory*

Inventory is stated at the lower of cost (FIFO) or net realizable value. Inventory consists of supplies available for sale to franchisees.

#### *Advertising Costs*

The LLC administers a marketing fund, for which a percentage of gross sales is collected from franchisees to be used for various forms of advertising for the 1Heart Caregiver brand. Advertising costs are expensed as incurred and totaled \$322,911 and \$183,247 for the years ended December 31, 2022 and 2021, respectively.

**1HEART CAREGIVER SERVICES LLC**

**NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 2 – Summary of Significant Accounting Policies (Continued)**

***Company Income Taxes***

The Company has elected to be an S corporation. In lieu of corporation income taxes, the member of an S corporation is taxed based on its proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Management has analyzed the tax positions taken by the Company, and has concluded that as of December 31, 2022 and 2021, there are no uncertain positions taken or expected to be taken that would require recognition or disclosure in the financial statements. The Company is subject to routine audits by taxing jurisdictions.

***Reclassifications***

Certain items in the 2021 financial statements have been reclassified to conform to the 2022 presentation. These reclassifications had no impact on the Company's 2021 total assets or net loss.

***Subsequent Events***

The Company has evaluated subsequent events from the balance sheet date through March 27, 2023, the date at which the financial statements were available to be issued.

**NOTE 3 – EID Loan**

On June 27, 2020, the Company secured a loan from the United States Small Business Administration (SBA) under its Economic Injury Disaster (EID) loan assistance program in light of the impact of the COVID-19 pandemic on the Company's business. Interest on the EID loan accrues at the rate of 3.75% per annum and installment payments, including principal and interest, are due monthly beginning twelve months from the date of the EID loan in the amount of \$680. The balance of principal and interest is payable thirty years from the date of the promissory note.

**1HEART CAREGIVER SERVICES LLC**

**NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2022 AND 2021**

**NOTE 3 – EID Loan (Contained)**

Future maturities of the EID loan and unpaid interest are as follows:

<u>Year Ending December 31,</u>	
2023	\$ 3,077
2024	3,195
2025	3,317
2026	3,444
2027	3,575
Thereafter	<u>120,316</u>
	<u>\$ 136,924</u>

**NOTE 4 – Related-Party Transactions**

During the year ended December 31, 2022 and 2021, the Company paid a related party under common ownership \$100,000 and \$65,000, respectively, for franchise operations support.

# 1HEART CAREGIVER SERVICES LLC

## FINANCIAL STATEMENTS

December 31, 2021

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## **INDEPENDENT AUDITORS' REPORT**

To the Board of Directors of  
1Heart Caregiver Services LLC  
Los Angeles, California

### ***Opinion***

We have audited the accompanying financial statements of 1Heart Caregiver Services LLC, which comprise the balance sheet as of December 31, 2021, and the related statements of operations, changes in member's deficit, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 1Heart Caregiver Services LLC as of December 31, 2021, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of 1Heart Caregiver Services LLC and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Responsibilities of Management for the Financial Statements***

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about 1Heart Caregiver Services LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

## *Auditors' Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

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

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 1Heart Caregiver Services LLC's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about 1Heart Caregiver Services LLC's ability to continue as a going concern for a reasonable period of time.

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



Long Beach, California  
May 31, 2022

**1HEART CAREGIVER SERVICES LLC**

**BALANCE SHEET  
DECEMBER 31, 2021**

**ASSETS**

**CURRENT ASSETS**

Cash	\$	278,573
Accounts receivable		141,347
Inventory		40,123
Prepaid and other assets		<u>5,752</u>
		<u>465,795</u>

<b>PROPERTY AND EQUIPMENT, net</b>		<u>1,764</u>
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**OTHER ASSETS**

Deposit		<u>8,615</u>
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<b>TOTAL ASSETS</b>	\$	<u><u>476,174</u></u>
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**LIABILITIES AND MEMBER'S DEFICIT**

**CURRENT LIABILITIES**

Accounts payable	\$	26,423
Fund payable		78,035
Deferred revenue, current portion		<u>56,835</u>
		<u>161,293</u>

**NONCURRENT LIABILITIES**

Deferred revenue, net of current portion		408,719
EID loan		<u>139,889</u>
		<u>548,608</u>

<b>MEMBER'S DEFICIT</b>		<u>(233,727)</u>
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<b>TOTAL LIABILITIES AND MEMBER'S DEFICIT</b>	\$	<u><u>476,174</u></u>
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The accompanying notes are an integral part of these financial statements.



**1HEART CAREGIVER SERVICES LLC**

**STATEMENT OF OPERATIONS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**REVENUE**

Initial franchise fees	\$ 44,521
Franchise royalties	489,325
Other revenue	81,193
Total revenue	<u>615,039</u>

**OPERATING EXPENSES**

Cost of goods sold	75,834
Payroll and benefits	320,859
Advertising	649
Business development	22,255
Lead generation	18,143
Marketing and promotions	3,478
Dues and subscriptions	4,840
Professional fees	52,701
Franchise operations support	65,266
Other operating expense	91,311
Total expenses	<u>655,336</u>

**LOSS FROM OPERATIONS** (40,297)

**PAYCHECK PROTECTION PROGRAM LOAN FORGIVENESS** 23,635

**INTEREST INCOME, net** 1,842

**NET LOSS** \$ (14,820)

The accompanying notes are an integral part of these financial statements.

**1HEART CAREGIVER SERVICES LLC**

**STATEMENT OF CHANGES IN MEMBER'S DEFICIT  
FOR THE YEAR ENDED DECEMBER 31, 2021**

<b>BALANCE AT DECEMBER 31, 2020</b>	<b>\$ (143,907)</b>
<b>NET LOSS</b>	<b>(14,820)</b>
<b>DISTRIBUTIONS TO MEMBER</b>	<b><u>(75,000)</u></b>
<b>BALANCE AT DECEMBER 31, 2021</b>	<b><u><u>\$ (233,727)</u></u></b>

The accompanying notes are an integral part of these financial statements.

**1HEART CAREGIVER SERVICES LLC**

**STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED DECEMBER 31, 2021**

**CASH FLOWS FROM OPERATING ACTIVITIES**

Net loss	\$ (14,820)
Adjustments to reconcile net loss to net cash from operating activities:	
Paycheck Protection Program loan forgiveness	(23,635)
EID grant income	(2,900)
Noncash interest expense	489
Changes in assets and liabilities:	
Current assets	(48,719)
Deferred revenue	189,223
Current liabilities	68,175
Net Cash Provided By Operating Activities	<u>167,813</u>

**CASH FLOWS FROM FINANCING ACTIVITIES**

Distributions to member	<u>(75,000)</u>
Net Cash Used In Financing Activities	<u>(75,000)</u>

**NET CHANGE IN CASH** 92,813

**CASH, BEGINNING OF YEAR** 185,760

**CASH, END OF YEAR** \$ 278,573

**SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION**

Cash paid during the year for:	
Interest	<u>\$ 7,500</u>
Income taxes	<u>\$ -</u>

The accompanying notes are an integral part of these financial statements.

# 1HEART CAREGIVER SERVICES LLC

## NOTES TO THE FINANCIAL STATEMENTS DECEMBER 31, 2021

### **NOTE 1 – Organization and Operations**

1Heart Caregiver Services LLC (the Company) was incorporated under the laws of the state of California for the purpose of offering franchise opportunities to entrepreneurs who want to own their own 1Heart Caregiver Services franchise, offering in-home care services specializing in services to the elderly and other adults who require assistance in meeting their healthcare needs.

### **NOTE 2 – Summary of Significant Accounting Policies**

This summary of significant accounting policies of the Company is presented to assist in understanding the Company's financial statements. The financial statements and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles applied in the preparation of the financial statements for December 31, 2021.

#### ***Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. The Company bases its estimates on historical experience and on various assumptions that are believed to be reasonable under the circumstances at the time. Actual results could differ from those estimates.

#### ***Revenue Recognition***

Revenue from contracts with customers consists primarily of initial franchise fees, royalties, and marketing fund contributions. The Company's performance obligations under franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the marketing fund, development of price lists, operations manuals, and training materials. These performance obligations are highly interrelated so are not considered to be individually distinct and, therefore, are accounted for as a single performance obligation, which is satisfied by providing a right-to-use intellectual property over the term of each franchise agreement.

**1HEART CAREGIVER SERVICES LLC**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**DECEMBER 31, 2021**

**NOTE 2 – Summary of Significant Accounting Policies (Continued)**

***Revenue Recognition (Continued)***

Initial franchise fees are recognized as revenue on a straight-line basis over the term of the respective agreement. Royalties, are calculated as a percentage of franchise sales over the term of the franchise agreement and payable on a monthly basis. Initial and renewal franchise fees are payable by the franchisee prior to the opening or at the time of a renewal of an existing franchise agreement. The franchise agreement royalties, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchise sales occur.

Franchise fee payments received by the Company are recorded as deferred revenue on the balance sheet, which represents a contract liability. Deferred revenue is reduced as fees are recognized in revenue over the term of the franchise license for the respective franchisee. The term of a franchise license is typically ten years, with two successive renewal term options for five years each.

***Accounts Receivable***

Accounts receivable primarily represents amounts from customers for franchise fees, royalties, and marketing fund contributions. The allowance for doubtful accounts totals \$5,717 at December 31, 2021.

***Inventory***

Inventory is stated at the lower of cost (FIFO) or net realizable value. Inventory consists of supplies available for sale to franchisees.

***Marketing Fund***

The LLC administers a marketing fund, for which a percentage of gross sales is collected from franchisees to be used for various forms of advertising for the 1Heart Caregiver brand. The marketing fund payable totaled \$78,035 at December 31, 2021.

**1HEART CAREGIVER SERVICES LLC**

**NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 2 – Summary of Significant Accounting Policies (Continued)**

***Company Income Taxes***

The Company has elected to be an S corporation. In lieu of corporation income taxes, the member of an S corporation is taxed based on its proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

Management has analyzed the tax positions taken by the Company, and has concluded that as of December 31, 2021, there are no uncertain positions taken or expected to be taken that would require recognition or disclosure in the financial statements. The Company is subject to routine audits by taxing jurisdictions.

***Subsequent Events***

The Company has evaluated subsequent events from the balance sheet date through May 31, 2022, the date at which the financial statements were available to be issued.

**NOTE 3 – EID Loan**

On June 27, 2020, the Company secured a loan from the United States Small Business Administration (SBA) under its Economic Injury Disaster (EID) loan assistance program in light of the impact of the COVID-19 pandemic on the Company's business. Interest on the EID loan accrues at the rate of 3.75% per annum and installment payments, including principal and interest, are due monthly beginning twelve months from the date of the EID loan in the amount of \$680. The balance of principal and interest is payable thirty years from the date of the promissory note.

Future maturities of the EID loan and unpaid interest are as follows:

<b><u>Year Ending December 31,</u></b>	
2022	\$ 2,964
2023	3,077
2024	3,195
2025	3,317
2026	3,444
Thereafter	<u>123,892</u>
	<u>\$ 139,889</u>

**1HEART CAREGIVER SERVICES LLC**

**NOTES TO THE FINANCIAL STATEMENTS  
DECEMBER 31, 2021**

**NOTE 4 – Paycheck Protection Program Loan Forgiveness**

In March 2020, Congress passed the Paycheck Protection Program (PPP), authorizing loans to small businesses for use in paying employees that they continue to employ throughout the COVID-19 pandemic and for rent, utilities, and interest on mortgages. Loans obtained through the PPP are eligible to be forgiven as long as the proceeds are used for qualifying purposes and certain other conditions are met.

In May 2020, the Company received a loan in the amount of \$23,635 through the PPP. Management believes that the proceeds were used only for qualifying purposes. The Company applied for forgiveness of the loan and received final approval from the Small Business Administration that the amount was forgiven in full in March 2021.

**NOTE 5 – Related-Party Transactions**

During the year ended December 31, 2021, the Company paid a related party under common ownership \$65,000 for franchise operations support.

## EXHIBIT G TO THE DISCLOSURE DOCUMENT

### 1HCS FRANCHISING LLC

#### LIST OF FRANCHISEES

(as of December 31, 2022)

Franchisee Name	Street Address	City	State	Zip Code	Phone	# of Units
KG Caregiver Services	8383 Wilshire Blvd., Suite 800	Beverly Hills	CA	90211	(323) 456-8645	1
CR Mumar Inc.	1023 N. Hollywood Way, Suite 207	Burbank	CA	91505	(818) 588-3102	1
A Tender Heart Caregiver Services LLC	1440 North Harbor Blvd, Suite 900	Fullerton	CA	92835	(949) 945-4383	1
ATZ Valley Corporation	2447 Pacific Coast Hwy Ste 200	Hermosa Beach	CA	90254	(310) 773-7207	1
A Tender Heart, LLC	4695 MacArthur Court, Suite 1100	Newport Beach	CA	92660	(949) 798-5645	1
Pia Azores	9017 Reseda Blvd, Suite 200	Northridge	CA	91324	(818) 812-9103	1
Raymond De Guzman	3355 Mission Ave., Suite 113	Oceanside	CA	92058	(442) 333-4640	1
De Guzman Corp.	2959 State Street	Santa Barbara	CA	93105	(805) 892-6200	1
A.R.E. Care Services, LLC	447 Sutter Street, Suite 701	San Francisco	CA	94018	(650) 630-4950	2
Armin Aryabod	14151 Newport Avenue, Suite 201A	Tustin	CA	92780	(949) 919-0137	1
AZCOR, Inc.	3625 E. Thousand Oaks Blvd, Suite 123	Westlake Village	CA	91362	(805) 413-1027	1
Sacred Heart Homecare Services, Inc.	1210 S. Valley View Blvd., Unit 101	Las Vegas	NV	89102	(702) 330-9315	1

#### SIGNED FRANCHISE AGREEMENT, BUT NOT OPENED

(as of December 31, 2022)

Franchisee Name	Street Address	City	State	Zip Code	Phone/Email	# of Units
John Castillo	No Business Address	NA	NA	NA	John.castillo@1heartcares.com	1
Brian Chopitea	41690 Enterprise Circle North, Suite 110	Temecula	CA	92590	(951) 719-3359	1
Jeniffer Escuro	No Business Address	NA	NA	NA	Jeniffer@1heartcares.com	1



**EXHIBIT H TO THE DISCLOSURE DOCUMENT**

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**1HCS FRANCHISING LLC**

**LIST OF TERMINATED FRANCHISEES**

No terminated franchisees during 2022.

## EXHIBIT I TO DISCLOSURE DOCUMENT

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### FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, IHCS Franchising LLC and you are preparing to enter into a Franchise Agreement for the operation of a Franchised Business. In this Franchisee Disclosure Questionnaire, IHCS Franchising LLC will be referred to as “we” or “us.” The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we did not authorize and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question.

1. Have you received and personally reviewed the IHeart Caregiver Services Franchise Agreement and each exhibit, addendum and schedule attached to it?  
Yes \_\_\_ No \_\_\_
  2. Have you received and personally reviewed our Disclosure Document we provided to you?  
Yes \_\_\_ No \_\_\_
  3. Have you discussed the benefits and risks of operating the Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?  
Yes \_\_\_ No \_\_\_
  6. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of the Franchised Business that we or our franchisees operate?  
Yes \_\_\_ No \_\_\_
  7. Has any employee or other person speaking on our behalf made any statement or promise concerning a Franchised Business that is contrary to, or different from, the information contained in the Disclosure Document?  
Yes \_\_\_ No \_\_\_
  8. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Franchised Business?  
Yes \_\_\_ No \_\_\_
  9. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the Disclosure Document?  
Yes \_\_\_ No \_\_\_
  10. If you have answered “Yes” to any of questions 7 through 10, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered “No” to each of these questions, please leave the following lines blank.
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11. Do you understand that in all dealings with you, our officers, directors, employees and agents act only in a representative capacity and not in an individual capacity and these dealings are solely between you and us?  
Yes \_\_\_ No \_\_\_

You understand that your answers are important to us and that we will rely on them.

For California prospective franchisees: You are not required to sign this Franchisee Compliance Certification.

For Maryland prospective franchisees: Do not sign this Franchisee Compliance Certification.

By signing this Franchisee Disclosure Questionnaire, you are representing that you have responded truthfully to the above questions.

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Name of Franchisee/Applicant

Date: \_\_\_\_\_, 20\_\_

---

Signature

---

Name and Title of Person Signing

**EXHIBIT J TO THE DISCLOSURE DOCUMENT**

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**1HCS FRANCHISING LLC**

**MULTI-STATE ADDENDA**

**ADDENDUM TO THE  
IHCS Franchising LLC  
FRANCHISE DISCLOSURE DOCUMENT**

**FOR THE STATE OF CALIFORNIA**

**The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.**

1. 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 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

2. Section 31125 of the California Corporations Code requires us to give you a Disclosure Document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

Neither the franchisor, any person or franchise broker in ITEM 2 of the Disclosure Document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling these persons from membership in the association or exchange.

3. ITEM 17 of the Disclosure Document is amended to add the following:

- The California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.
- 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 term of the agreement. This provision might not be enforceable under California law.
- The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.
- The Franchise Agreement contains a provision requiring you to waive your right to punitive or exemplary damages against the franchisor or any of its representatives, limiting your recovery to actual damages. Under California Corporations Code section 31512, these provisions are not enforceable in California for any claims you may have under the California Franchise Investment Law.
- The franchisor will not enforce in California the prohibition on franchisee employing or soliciting for employment any current or former employee of franchisor or its affiliates (also known as a no-poach/non-solicitation provision) in section 17.2.1.5 of the Franchise Agreement that is disclosed in Item 17, row r.
- Exhibit I, “Franchisee Disclosure Questionnaire,” shall be amended by the addition of the following paragraph at the conclusion of the Exhibit:

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

- The following URL address is for the franchisor's website:

[www.1heartcares.com](http://www.1heartcares.com)

OUR WEBSITE ([1heartcares.com](http://www.1heartcares.com)) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at [www.dfpi.ca.gov](http://www.dfpi.ca.gov).

## **FOR THE STATE OF ILLINOIS**

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Franchise Disclosure Document for 1HCS Franchising LLC for use in the State of Illinois shall be amended as follows:

1. The “Summary” section of Item 17 (v), entitled Choice of Forum, is amended by adding the following language:

However, any provision in the Franchise Agreement that designates jurisdiction or venue in a forum outside of the State of Illinois is void under section 4 of the current Illinois Franchise Disclosure Act, although the Franchise Agreement may provide for arbitration in a forum outside of the State of Illinois.

2. The “Summary” section of Item 17 (w), entitled Choice of Law, is amended by adding the following language:

However, except for federal law, Illinois law applies if the jurisdictional requirements of the Illinois Franchise Disclosure Act of 1987 (as amended) are met.

3. Exhibit I, “Franchisee Disclosure Questionnaire,” shall be amended by the addition of the following paragraph at the conclusion of the Exhibit:

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

4. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Illinois Franchise Disclosure Act are met independently, without reference to this addendum.

## **FOR THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Franchise Disclosure Document for IHCS Franchising LLC for use in the State of Maryland shall be amended as follows:

1. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language:

The general releases required for renewal or transfer will not apply with respect to any claim you may have which arises under the Maryland Franchise Registration and Disclosure Law.

Despite any provision of the Franchise Agreement to the contrary, any and all claims arising under the Maryland Franchise Registration and Disclosure Law must be commenced within three (3) years from the grant of the franchise or such action shall be barred.

Subject to the mediation provisions, the Franchise Agreement permits you to sue only in the jurisdiction in which we maintain our principal place of business, except for claims arising under the Maryland Franchise Registration and Disclosure Law, and for those claims (to the extent not covered by the mediation requirements), you may file suit in Maryland.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provision "h":

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law, 11 U.S.C. Section 101 et seq.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," shall be amended by the addition of the following language to the summary of Provisions "v" and "w":

, except for claims arising under the Maryland Franchise Registration and Disclosure Law.

4. Exhibit I, "Franchisee Disclosure Questionnaire," shall be amended by the addition of the following paragraph at the conclusion of the Exhibit:

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

5. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this addendum to the Disclosure Document.



## **FOR THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for IHCS Franchising LLC for use in the State of Minnesota shall be amended to include the following:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraphs:

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Franchise Agreement, and that consent to the transfer of the franchise not be unreasonably withheld.

Pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

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 jury trial, any procedure, forum, or remedies as may be provided for by the laws of the jurisdiction.

2. Exhibit I, “Franchisee Disclosure Questionnaire,” shall be amended by the addition of the following paragraph at the conclusion of the Exhibit:

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

3. Each provision of this addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce are met independently without reference to this addendum to the Disclosure Document.

**FOR THE COMMONWEALTH OF VIRGINIA**

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for IHCS Franchising LLC for use in the Commonwealth of Virginia shall be amended as follows:

The following statements are added to Item 17.h.:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

The following statements are added to Exhibit I:

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

## **FOR THE STATE OF WASHINGTON**

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, the Franchise Disclosure Document for 1HCS Franchising LLC in connection with the offer and sale of franchises for use in the State of Washington shall be amended to include the following:

1. Item 17, “Renewal, Termination, Transfer and Dispute Resolution,” shall be amended by the addition of the following paragraphs at the conclusion of the Item:

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW shall prevail.

A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor’s reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee’s earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor’s earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

2. Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

3. Exhibit I, “Franchisee Disclosure Questionnaire,” shall be amended by the addition of the following paragraph at the conclusion of the Exhibit:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state

franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

4. Each provision of this addendum to the Disclosure Document shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.180, are met independently without reference to this addendum to the Disclosure Document.

## STATE EFFECTIVE DATES

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The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

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

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**EXHIBIT K TO THE DISCLOSURE DOCUMENT**

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**1HCS FRANCHISING LLC**

**RECEIPTS**

## 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 IHCS Franchising LLC offers you a franchise, IHCS Franchising LLC must provide this Disclosure Document to you 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 unless otherwise stated in your state's addendum. The delivery of the Disclosure Document is to be received 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 in the States of Maryland or New York.

If IHCS Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

The following are the names, principal business addresses, and telephone numbers of each franchise seller offering the franchise:

Belina Calderon-Nernberg , 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356 (844) 814-3278

Randy Clarito, 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356 (844) 814-3278

Kevin Tagarao, 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356 (844) 814-3278

Dylan Sambuceti, 18455 Burbank Blvd., Suite 210, Tarzana, CA 91356 (844) 814-3278

Issuance Date: 4/20/2023

Our Agents for Service of Process are listed in Exhibit B.

I have received a Franchise Disclosure Document including the following exhibits on the date listed below:

- A. List of State Administrators
- B. List of State Agents for Service of Process
- C. Franchise Agreement
- D. Area Development Agreement
- E. Table of Contents to the Confidential Operations Manual
- F. Financial Statements
- G. List of Terminated Franchisees
- H. Franchisee Disclosure Questionnaire
- I. Multi-State Addenda

Please sign and print your name below, date and return one copy of this receipt to IHCS Franchising LLC and keep the other for your records.

\_\_\_\_\_  
Date of Receipt

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Return to:

IHCS Franchising LLC  
18455 Burbank Blvd., Suite 210, Tarzana, CA 91356

(individually or as an officer, member or partner of)

(Name of corporation, limited liability company or partnership)

a \_\_\_\_\_ corporation  
(State of incorporation)

a \_\_\_\_\_ limited liability company  
(State of organization)

a \_\_\_\_\_ partnership  
(State where partnership formed)

## 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 IHCS Franchising LLC offers you a franchise, IHCS Franchising LLC must provide this Disclosure Document to you 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 unless otherwise stated in your state's addendum. The delivery of the Disclosure Document is to be received 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 in the State of Maryland.

If IHCS Franchising LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the State Administrator listed in Exhibit A.

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- I. Multi-State Addenda

Please sign and print your name below, date and return one copy of this receipt to IHCS Franchising LLC and keep the other for your records.

\_\_\_\_\_  
Date of Receipt

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

Return to:

IHCS Franchising LLC  
18455 Burbank Blvd., Suite 210, Tarzana, CA 91356

(Individually or as an officer, member or partner of)

(Name of corporation, limited liability company or partnership)

a \_\_\_\_\_ corporation

(State of incorporation)

a \_\_\_\_\_ limited liability company

(State of organization)

a \_\_\_\_\_ partnership

(State where partnership formed)