

# Franchise Disclosure Document



Assisting Hands<sup>®</sup>  
*Home Care*



2024



## FRANCHISE DISCLOSURE DOCUMENT



**Assisting Hands Home Care, LLC**  
An Arizona limited liability company  
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Nampa, Idaho 83687  
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Assisting Hands Home Care businesses offer non-medical, and for those that qualify, medical in-home support for those in need of assistance, temporary staffing services, and other related services and products (“Assisting Hands Business(es)”).

The total investment necessary to begin operation of an Assisting Hands Business franchise is between \$94,500 and \$176,400. This includes \$55,200 that must be paid to the franchisor or its affiliate(s).

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 a 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 Lane Kofoed at 5700 E. Franklin Road, Suite #105, Nampa, Idaho 83687, (208) 321-5510.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like 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, DC 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.**

**Issuance Date: April 19, 2024**

## 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:

QUESTION	WHERE TO FIND INFORMATION
<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 D.
<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 E 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 Assisting Hands 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 an Assisting Hands franchisee?</b>	Item 20 or Exhibit D lists 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 franchise 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 Idaho. 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 Idaho than in your own state.
2. **Spousal Liability**. Your spouse must sign a document, such as a guarantee, that makes your spouse liable for your financial obligations under the franchise agreement even if your spouse does not own any part of the franchise business. Both you and spouse's marital and personal assets, including your house, could be lost if your franchise fails.
3. **Mandatory Minimum Payments**. You must make minimum royalty, advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
4. **Financial Condition**. The Franchisor's financial condition as reflected in the financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.

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.

**NOTICE REQUIRED BY  
STATE OF MICHIGAN**

**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.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that the 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 terms except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision 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 franchise 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 six (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 or 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 transferee 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 there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.**

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, Lansing, Michigan 48913, telephone (517) 373-7117.

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 MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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

To simplify the language in this Franchise Disclosure Document, “AHHC,” “we,” “our,” or “us” means Assisting Hands Home Care, LLC, the franchisor. “You,” “your,” and “Franchisee” means the person, and its owners if the Franchisee is a business entity, who buys the franchise from Assisting Hands Home Care, LLC.

The Franchisor

AHHC is an Arizona limited liability company organized on March 9, 2006. We operate under the name Assisting Hands Home Care, LLC and “Assisting Hands,” “Assisting Hands Home Care,” and no other name. Our principal business address is 5700 E. Franklin Road, Suite #105, Nampa, Idaho 83687. We began offering both Assisting Hands Business franchises and area representative franchises in 2006. An area representative (“Area Representative”) is required to open and operate their own Assisting Hands Business (“Pilot Business”). In addition, Area Representatives help us grow our franchise system by soliciting, screening, recruiting, developing, servicing and supporting third-party franchisees in their development territory. The Area Representative franchise opportunity to purchase an Assisting hands area representative business (“AR Business”) is offered under a separate Franchise Disclosure Document. If you purchase a franchise within an Area Representative’s territory, the Area Representative may provide you with certain initial and ongoing support. As of December 31, 2023, we have a total of 19 Area Representative franchises. We have operated one Assisting Hands Business in Logan, Utah since 2022. We do not conduct or franchise, and have never conducted or franchised, any business other than franchising Assisting Hands Businesses and AR Businesses. We do not have a parent entity or predecessor.

Our agent for service of process in Arizona is Corporation Service Company, 2338 W. Royal Road, Suite J, Phoenix, Arizona 85021. Our agents for service of process for other states are identified by state in Exhibit A. If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process. There may also be additional agents appointed in some of the states listed.

Affiliate

We have one affiliate, Wada, Inc. (“Wada”), which operates four Assisting Hands Businesses. Wada has operated one Assisting Hands Business located in Nampa, Idaho since 2006, one located in Salmon, Idaho since 2018, one located in Boise, Idaho, one located in Fruitland, Idaho since 2008 and one located in Logan, Utah since 2022. The Nampa, Idaho location operated by Wada shares our principal business address at 5700 E. Franklin Road, Suite #105, Nampa, Idaho 83687. Wada has not ever offered franchises in this or any other line of business. Our subsidiary, Assisting Hands International, Inc. (“AHI”) was formed in February 2020 and is in the business of pursuing the offer and sale of Assisting Hands franchises and licenses internationally. AHI has not ever offered franchises in any other line of business and does not conduct a business of the type described in this Franchise Disclosure Document.

The Franchise

We offer franchises for the use of our “Assisting Hands” trademarks, trade names, service marks, and logos (“Marks”) for the operation of Assisting Hands Businesses. Assisting Hands Businesses are operated under our proprietary Assisting Hands system (“System”). The System may be changed or modified by us throughout your ownership of the Franchise. All Assisting Hands Businesses provide in-

home non-medical care, and, upon qualification, certain skilled medical care to individual clients in their residences. Assisting Hands Businesses assist clients with in-home support services at scheduled sessions and times up to 24 hours per day, such as picking up a client from an appointment, running errands for the client, providing custodial care services (such as assistance with toileting, bathing, dressing, cooking, eating, transferring) to the client, or doing other tasks. Assisting Hands Businesses facilitate the maintenance of quality of life for those in need of medical and non-medical assistance while allowing clients to remain in their residences. Assisting Hands Businesses also may provide temporary staffing services and resell certain types of medical equipment and other items designed to improve clients' lifestyles.

Assisting Hands Businesses may also offer programs designed to offer additional services, including: the EnsureConnect program, which facilitates virtual visits between skilled caregivers and individual clients; the EnsureCheck program, which offers scheduled in-person visits to clients who are residents of a nursing home or assisted living facility; and on-site wellness and temperature checks at special events and for regular business operations. These programs are optional services you may choose to provide.

Although all Assisting Hands Businesses offer non-medical assistance, some may offer skilled medical assistance such as medication administration, post-surgical care, wound management, chronic disease management, cancer recovery and physical, occupational and speech therapies, if they meet our requirements and comply with federal, state, and local laws. These requirements currently include being open and operating for at least six months with average weekly sales in excess of \$10,000 (this sales figure is not, and should not, be considered an earnings claim or financial performance representation for your Assisting Hands Business) and the completion of our medical assistance training program. Our approval may be granted or revoked in our sole discretion.

You are required to have an office from which you will operate your Assisting Hands Business (“Office”). Assisting Hands Businesses are typically located in a professional office environment, which may include office buildings, business parks, and other commercial real estate locations. You must sign our standard franchise agreement attached to this Franchise Disclosure Document as Exhibit B (the “Franchise Agreement”). You may operate one Assisting Hands Business for each Franchise Agreement you sign.

We also offer conversion opportunities to existing independent businesses that provide services and products similar to those offered by Assisting Hands Businesses. To be eligible to convert to an Assisting Hands Business, you must have operated your business for at least six months at the time of conversion (“Conversion Owners”). Conversion Owners must modify their business premises to our design plans and specifications, use our Marks, and complete our training. Conversion Owners must sign the conversion addendum attached to this Franchise Disclosure Document as Exhibit H-7.

## The Market and Competition

Assisting Hands Businesses service the needs of the general public. Our services are not seasonal in nature. The market for the goods and services offered by Assisting Hands Businesses is well-developed and highly competitive. Assisting Hands Businesses will compete with other businesses, including franchised operations, national chains, and independently owned companies offering in-home, non-medical, and medical personal assistance services. These competitors may include home care workers, personal assistants, independent businesses, and other similar businesses and franchises. You will also face normal business risks that could have an adverse effect on your Assisting Hands Business. These include industry developments, such as pricing policies of competitors, and supply and demand.

## Regulations

### A. *Industry-Specific Laws*

Many states and local jurisdictions have enacted laws, rules, regulations, and ordinances that may apply to the operation of your Assisting Hands Franchise, including those that: (a) require a permit, certificate, or other license; (b) regulate matters affecting the health, safety, and welfare of your clients, such as general health and sanitation requirements; and (c) set standards pertaining to employee health and safety. You must obtain all necessary permits, licenses, and approvals to operate your Assisting Hands Business. You must also comply with all local, state, and federal laws that apply generally to all businesses. This includes all laws and regulations related to the health care, licensing, workers' compensation, corporate governance, tax, environmental issues, sanitation, insurance, zoning, EEOC, OSHA, HIPAA, discrimination, employment, and sexual harassment. You are responsible for investigating, understanding, and complying with all applicable laws, regulations, and requirements applicable to you and your Assisting Hands Franchise. You should consult with a legal advisor about whether these and/or other requirements apply to your Assisting Hands Business. Failing to comply with laws and regulations is a material breach of the Franchise Agreement.

Under the terms of the Franchise Agreement, you cannot participate in any federally managed Medicare programs.

### B. *Licensure and Recordkeeping*

You must comply with the licensing, certification, and registration requirements applicable to the services you provide as an Assisting Hands franchisee. You are solely responsible for identifying and investigating the availability and requirement of all necessary licenses, permits, and certifications in your state. As part of your state licensure requirements, you may be required to register as a home health agency license, nurse staffing and/or employment agency, Joint Commission Accreditation and further comply with the screening requirements for healthcare employees. A Clinical Laboratory Improvement Amendment waiver (a "CLIA" waiver) may need to be obtained and maintained if you are performing services requiring a CLIA waiver. Some jurisdictions may also require a "Certificate of Need." A Certificate of Need is an endorsement that numerous states require before approving the construction of a new health-care facility.

You may be required to undergo special training and satisfy competency requirements including infection control, abuse and neglect, patient confidentiality, and the handling of client financial information to fully comply with the licensure requirements. You may also have to pay a fee to the state agency overseeing the enforcement of these requirements. You may also be asked to meet a minimum level of education and/or work-related experience in addition to the payment of fees to obtain the necessary licensing.

States may also require you to employ a full-time registered nurse ("RN") to comply with your state's regulations applying to nursing agencies and/or home health agencies. You may also be restricted in your advertising and conduct before you have been licensed or surveyed by the appropriate government agency.

Some states have imposed a moratorium on the issuance of home health agency licenses, nurse staffing licenses, and other in-home healthcare licenses or permits. You are responsible for investigating the availability of and requirements for obtaining all necessary licenses in your state. You should investigate the availability of all required licenses before acquiring a Franchise, as you cannot operate as a

franchisee without them. If you are not able to obtain a newly issued home health agency or other required license in your state, you might be able to acquire a previously issued license from an existing provider in the state that no longer needs its license and is interested in selling its license to a third party. We cannot predict the costs of purchasing a license.

Some states have specific recordkeeping requirements for healthcare providers. You are responsible for researching and complying with your state's recordkeeping requirements. Most states also prohibit the use or disclosure of a patient's health information for purposes other than treatment, payment, or internal operations. Failure to comply with your state's patient privacy laws may be punishable by civil or criminal fines or penalties, and you may be required to remedy unauthorized disclosures according to a specific action plan at your own cost.

### C. *Anti-Kickback Laws*

Certain paragraphs of the Social Security Act, commonly identified as the "Anti-Kickback Act," prohibit the offer, payment, solicitation, or receipt of any form of compensation in return for patient or patient care referrals paid by a federal health care program, including the United States Department of Veterans Affairs and Department of Veterans Health Administration ("VA") benefits program. The Anti-Kickback Act further prohibits payment in exchange for the recommendation, arrangement, purchase, lease, or order of items or services paid by a federal health care program, such as the VA benefits program.

The Anti-Kickback Act covers a variety of areas and has been broadly interpreted by courts across many jurisdictions. Violation of the Anti-Kickback Act is a felony and can be punishable by a fine of up to \$25,000 and five years in prison. In addition, a conviction under the Anti-Kickback Act will result in an automatic exclusion from federal health care programs.

In addition to the Anti-Kickback Act, some states have enacted more stringent requirements prohibiting other forms of "kickbacks." You must research the specific requirements of the Anti-Kickback Act and your state's specific guidelines to ensure your compliance.

### D. *State Stark Laws*

Some states have enacted varying forms of the federal Ethics in Patient Referrals Act (the "Stark" law) which prohibits physicians or other practitioners from referring patients for specific health services to entities with which the physician or practitioner has an ownership interest or is compensated for services. Penalties will vary by state, but can include denial of government payment, recoupment, fines, and exclusion from other government programs. You may qualify for exceptions to your state's Stark laws for certain referrals. We recommend that you consult with competent local counsel regarding the existence and applicability of the Stark laws in your state.

### E. *Fee Splitting Prohibitions*

During the operation of your Assisting Hands Franchise, you may develop relationships with suppliers through us or on your own in your local market. Any referrals between and with the suppliers may be governed by specific laws and regulations in your state. These regulations may include:

- i. A prohibition against splitting professional fees, such as sharing a portion of a professional fee earned by a healthcare provider for services with a person, company, partnership, or other entity that does not provide those services. These laws are often broadly interpreted and can prohibit otherwise legitimate businesses.



ii. A prohibition of arrangements for compensation when the amount received for furnishing space, facilities, equipment, or personnel services is based on a percentage of the income or receipts of the licensed professional.

iii. A prohibition of fee splitting based on referrals.

iv. A violation of the fee splitting statutes may include revocation, suspension, or probation of a healthcare professional's license. Penalties may also include monetary fines and the voiding of contractual relationships.

F. *Other Federal Regulations*

In addition to the laws referenced above, there are federal laws and regulations that govern certain activities, services and items that are reimbursable through Medicare or Medicaid. Even though your Assisting Hands Franchise is prohibited from participating in federally managed Medicare, it may periodically provide staff to other facilities that participate in those programs. Medicare and Medicaid laws apply to those facilities, including the prohibition of employing providers excluded from participating in those programs. If a practitioner is an excluded provider, he or she will be prohibited from receiving payment from that facility. It is your sole responsibility to determine whether and to what extent employees of your Assisting Hands Franchise need to be screened for their status in these programs.

If your Assisting Hands Franchise accepts reimbursement directly from the VA, it will be required to satisfy the applicable regulatory requirements of the VA, including the Federal Acquisition Regulations and the VA's contract requirements. In addition, the False Claims Act imposes penalties for the false submission of claims or payment to the government. The penalties for a violation of the False Claims Act include monetary fines, treble damages, reimbursement for attorney's fees, and exclusion of future participation in federal healthcare programs.

G. *General Matters*

Laws and regulations are subject to change at all levels of government. The laws and regulations governing the operation of your Assisting Hands Franchise may require action to comply with newly revised or enacted statutes. Your required action may include an increase in costs to comply and stay informed about changes in legislation. We strongly recommend that you consult with a local legal advisor regarding all laws and regulations described above and others that may be applicable to you and your Assisting Hands Franchise.

**ITEM 2  
BUSINESS EXPERIENCE**

Chief Executive Officer and President: Lane Kofoed, MAcc

Lane Kofoed serves as our Chief Executive Officer in Nampa, Idaho and has done so since January 2011. He also serves as our President in Nampa, Idaho and has done so since January 2010. Additionally, he is currently an owner of Park Lane Development, LLC of Boise, Idaho and has been since May 2005.

Senior Vice President and Director of Training and Support: Gail Stout

Gail Stout serves as our Senior Vice President in Rockledge, Florida and has done so since January 2022. Previously, Ms. Stout was our Vice President from January 2019 until December 2021. She has also served as our Director of Training and Support Services in Rockledge, Florida since August 2013.

Co-Founder and Board Member: Cline Waddell, MBA

Cline Waddell is our Co-Founder in Nampa, Idaho and has been since May 2006. He is a Board Member and has been since August 2014. He served as our Chief Financial Officer in Nampa, Idaho from May 2006 to October 2014. He was the owner and manager of an Assisting Home Care franchise in Boise, Idaho from April 2006 to October 2014.

Co-Founder and Board Member: Gail Silverstein, Ph.D.

Dr. Silverstein is our Co-Founder and Board Member in Mesa, Arizona and has been since May 2006. She was also an Area Representative for AHHC in Phoenix, Arizona from December 2008 to April 2021.

Chief Financial Officer: Tyler Moss, Macc

Tyler Moss is our Chief Financial Officer in Nampa, Idaho and has been since January 2022. Previously, he was our Director of Finance and Accounting in Nampa, Idaho from January 2021 to December 2021. Prior to that, he served as our Accounting Manager in Nampa, Idaho from November 2016 until December 2020.

Chief Operating Officer: Andrew Dahle, MBA

Andrew Dahle is our Chief Operating Officer in Nampa, Idaho and has been since January 2022. Previously, he served as of Director of Franchising and Technology in Nampa, Idaho from January 2021 to December 2021. Prior to that, he served as our Franchise Manager in Nampa, Idaho from November 2016 until December 2020. Prior to this, he served as Executive Assistant to Lane Kofoed in Nampa, Idaho from August 2016 to October 2016.

Vice President: Deanna Keppel

Deanna Keppel is our Vice President in Chicago, Illinois and has been since January 2022. Previously, she served as our Director of Franchise Support Services in Chicago, Illinois from June 2016 to December 2021. Prior to this she served as Director of Operations at Assisting Hands Naperville & Hinsdale in Naperville, Illinois from January 2009 to June 2016.

Director of Support Services: Marresa Musgrove

Marresa Musgrove is our Director of Support Services in Statesboro, Georgia and has been since January 2023. Previously, she was our Manager of Support Services from January 2022 to December 2022 and our Support Services Advisor in Raleigh, North Carolina from January 2019 to December 2021.

Director of Franchise Development: Daniel Durney

Daniel Durney is our Director of Franchise Development in Mesa, Arizona and has been since March 2019. Prior to this, he worked as a consultant with FranMaster in Mesa, Arizona from November 2012 to March 2019.

*Area Representatives*

Area Representative: Peter Colgan

Peter Colgan has been an Area Representative for AHHC in Boston, Massachusetts since August 2018. He has also been self-employed as a Coach since January 2015 in Boston, Massachusetts.

Area Representative: Angela and Derek Flintz

Angela and Derek Flintz have been Area Representatives for AHHC in Nashville, Tennessee since October 2019. They have also been AHHC franchisees in Elgin, Illinois since June 2014.

Area Representative: Dean Johnson

Dean Johnson has been an Area Representative for AHHC in Maryland and Northern Virginia since April 2015. He has also been an AHHC franchisee in Columbia, Maryland since April 2015.

Area Representative: Emmie Knox and Louis LeSassier:

Emmie Knox and Louis LeSassier have been Area Representatives for AHHC in Austin, Texas since February 2020. They have been AHHC franchisees in Austin, Texas since May 2016.

Area Representative: Robbie McCullough

Robbie McCullough has been an Area Representative for AHHC in Dallas, Texas since October 2015. He has also been an AHHC franchisee in Dallas, Texas since October 2015.

Area Representative: Armando Morales and Adrian Nunez

Armando Morales has been an Area Representative for AHHC in Miami and Orlando, Florida since March 2016. He has also been an AHHC franchisee in Miami, Florida since April 2011. Adrian Nunez has been an Area Representative for AHHC in Miami and Orlando, Florida since March 2016. He has also been an AHHC franchisee in Miami, Florida since January 2012.

Area Representative: Paul Nyarko:

Paul Nyarko has been an Area Representative for AHHC in Las Vegas, Nevada since August 2019. He worked at Quest Diagnostics, Inc. in Las Vegas, Nevada as a Project Manager from October 2015 to September 2019.

Area Representative: Terri Robbins:

Terri Robbins has been an Area Representative for AHHC in Houston, Texas since January 2008. She has also been an AHHC franchisee in Humble, Texas since January 2008.

Area Representative: Trent Rushton

Trent Rushton has been an Area Representative for AHHC in Boise, Idaho since October 2018. He has also been the Manager of the Assisting Hands Businesses operated by our affiliate, Wada, Inc. in Nampa, Idaho since May 2015.

Area Representative: Dave Tasto

Dave Tasto has been an Area Representative for AHHC for Connecticut, serving New Hampshire, Maine and Western Massachusetts since August 2018. He has also been an AHHC franchisee in the northwest Boston Massachusetts area since August 2018.

Area Representative: Robert Thomas

Robert Thomas has been an Area Representative for AHHC in Fort Myers, Florida since December 2007. He has also been an Area Representative for AHHC in Boston, Massachusetts since January 2018 and an AHHC franchisee in Fort Myers, Florida since December 2007.

Area Representative: Richard Ueberfluss

Richard Ueberfluss has been an Area Representative for AHHC in Chicago, Illinois since October 2008 and in Milwaukee, Wisconsin since September 2017. He has also been an AHHC franchisee in Naperville, Illinois since October 2008.

Area Representative: Robb and Patricia Winiecki

Robb Winiecki and Patricia Winiecki have been Area Representatives for AHHC in Atlanta, Georgia since April 2019. They have also been AHHC franchisees in Naples, Florida since December 2008.

Area Representative: Richard Harrison

Richard Harrison has been an Area Representative for AHHC in Orange County, California since November 2020 and in Laguna Hills, California since November 2020. Richard worked as Director of sales for Surf Water in Rancho Santa Margarita, CA from January 2020 until March 2020, and Director of sales at KOPU Water in Rancho Santa Margarita, CA from July 2019 until December 2019. Richard was between positions from April 2020 to November 2020 due to the COVID-19 pandemic. Prior to that Richard worked as the West sales Director at VOSS water from May 2012 until January 2019.

Area Representative: Tyler Field and Shawna Field

Tyler Field and Shawna Field have been Area Representatives for AHHC in North Florida since November 2020. They have also been AHHC franchisees in Brevard, Florida since February 2015.

Area Representative: Valerie Shaw

Valerie Shaw has been an Area Representative for AHHC in Phoenix, Arizona since April 2021. She was also an AHHC franchisee in Phoenix, Arizona from March 2016 to August 2021. Ms. Shaw also worked for one of our founders, Gail Silverstein as Director of Operations in Phoenix, Arizona from October 2008 to September 2013.



Area Representative: Jay Mehta

Jay Mehta has been an Area Representative for AHHC in the San Francisco Bay, California area since December 2022. Previously he was the Head of TPM, Artificial Intelligence and Machine Learning at Facebook in Menlo Park, California from November 2020 to December 2022. Prior to that, Mr. Mehta served as Head of Hardware Execution at Argo AI in San Francisco, California from November 2018 to November 2020.

Area Representative: Kim Kling and Greg Kling

Kim Kling and Greg Kling have been Area Representatives for AHHC in Indianapolis, Indiana since January 2022. They have also been AHHC franchisees in Cincinnati, Ohio since September 2013.

Area Representative: Gerry Patrizio

Gerry Patrizio have been an Area Representative for AHHC in Monmouth, New Jersey since October 2023. He has also been an ADDC franchisee in Monmouth, New Jersey since February 2015.

**ITEM 3  
LITIGATION**

No litigation is required to be disclosed in this Item.

**ITEM 4  
BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

**ITEM 5  
INITIAL FEES**

*Initial Franchise Fee*

You must pay us an initial franchise fee (“Initial Franchise Fee”) of \$55,000 when you sign the Franchise Agreement. You may purchase up to two additional Franchises at the same time as your first Franchise. We will discount your Initial Franchise Fee to \$50,000 for the second and each subsequent Assisting Hands Franchise you purchase. This discount is only available at the time of purchase of your first Assisting Hands Franchise. The Initial Franchise Fee is due in full at the time you sign the Franchise Agreement(s) and is deemed fully earned by us once paid and is non-refundable.

We participate in the VetFran program. Under this program honorably discharged veterans of the United States armed forces receive a 10% discount on the Initial Franchise Fee. To receive the discount, you must submit a written request for the applicable discount at the same time that you submit all other information for us to prepare your franchise documents and you must be majority owner of the franchisee entity. Requests for discounts made after you sign the Franchise Agreement will not be granted.

We offer a reduced Initial Franchise Fee to Conversion Owners for each conversion Assisting Hands Franchise you purchase, which may range from \$0 to \$40,000. The range of the fee will be based on experience, length of time in business, sales volume, growth, and future potential. Conversion Owners that have been in business longer and have larger sales volume, growth, and potential will qualify for a

greater reduction in the Initial Franchise Fee, while those Conversion Owners that have been in business for a short period of time will receive a smaller reduction. We may finance a portion of the Initial Franchise Fee as described in Item 10. During our most recent fiscal year ended December 31, 2023, we collected Initial Franchise Fees ranging from \$40,000 to \$55,000. The discounted Initial Franchise Fee was offered to a franchisee who bought multiple franchises.

*Convention Fee*

Beginning on the first day of the month following completion of the initial training program, you must pay us our then-current convention fee (currently \$200 per month per Office), which shall be credited towards our then-current total annual convention fee. Training typically takes place one month prior to opening your Assisting Hands Business, therefore you can expect to pay one month of the Convention Fee the month around the time you open your Assisting Hands Business. The convention fee is non-refundable.

*Fee Deferral*

Some states have imposed a fee deferral. Please refer to the State Addendum in Exhibit F to this Franchise Disclosure Document.

**ITEM 6  
OTHER FEES**

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Royalty Fee <sup>(2)</sup>	<p>The greater of the Percentage Royalty or the Minimum Royalty</p> <p>The “<u>Percentage Royalty</u>” is 5% of Gross Revenue if below \$48,000; 4.5% of Gross Revenue if between \$48,000 and \$95,999; and 4% of Gross Revenue if above \$96,000.</p> <p>The “<u>Minimum Royalty</u>” is \$50 per week per Office<sup>(3)</sup> during your first year of operations, \$100 per week per Office<sup>(3)</sup> during your second year of operations; and \$200 per week per Office<sup>(3)</sup> thereafter and throughout the remainder of the term.</p>	Due on Wednesday of each week	<p>Based on “<u>Gross Revenue</u>” during the previous week. Your Royalty Fee is an ongoing payment that allows you to use the Marks and the intellectual property of the System and pays for our ongoing support and assistance. The Gross Revenue numbers are not to be construed as an earnings claim or financial performance representation.</p> <p>The Minimum Royalty will start being calculated 90 days after you complete the initial training program. If your Assisting Hands Business is in a state that requires you obtain a home health agency license, then it will begin the later of 90 days after you complete the initial training program or 90 days after you obtain your home health agency license, regardless of whether you have opened your Assisting Hands Business.</p>
National Advertising Fund Contribution	The greater of: (i) one-half percent (.5%) of Gross Revenue (“ <u>Percentage Contribution</u> ”); or (ii) the Minimum Contribution. The	Due on the first day of each month	This fee will be used for a system-wide national advertising fund for our use in developing marketing materials, providing local marketing support, and building the Assisting Hands brand. We reserve the right to increase this fee to up

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
	“ <u>Minimum Contribution</u> ” is currently \$150 per month.		to 3% of Gross Revenue upon 30 days’ written notice to you.  The Minimum Contribution will start being calculated 90 days after you complete the initial training program. If your Assisting Hands Business is in a state that requires you obtain a home health agency license, then it will begin the later of 90 days after you complete the initial training program or 90 days after you obtain your home health agency license, regardless of whether you have opened your Assisting Hands Business. We can raise the Minimum Contribution upon 30 days written notice to you. Advertising contributions are payable monthly.
Convention Fee	Currently \$2,400 per year billed in monthly installments of \$200. If the fee has not been paid in full because you did not pay the fee for the entire preceding 12-month period, the unpaid balance will be due in your final monthly installment.	Due on 1 <sup>st</sup> day of each month	Payable to us to help defray the cost of your attendance at any annual convention that we choose to hold. At least one person must attend the annual convention per Office <sup>(3)</sup> . This fee is due regardless of whether or not you attend our annual convention in any given year. If you are unable to attend the annual convention, up to \$600 (\$50 per month paid actually by you for that convention) will be refunded to you in a lump sum the month following the convention. You must pay your own travel costs. The final balance owed and monthly fee amount depends on the number of persons who attend. Additional guests may attend the convention at our then-current fee.
Local Advertising Payment <sup>(4)</sup>	The difference between the amount you spent on local advertising each month and your required local advertising requirement	As incurred	If you fail to meet your requirement on local advertising, you must pay us the difference between the amount you spent and the required advertising expenditure, which will be contributed to the national advertising fund.
Unauthorized Advertising Fee	\$500 per occurrence	On demand	This fee is payable to the national advertising fund if you use unauthorized advertising in violation of the terms of the Franchise Agreement.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Technology Fee	Not currently charged. We may charge up to \$1,000 per month	Due on the 1 <sup>st</sup> day of each month	If charged, this fee will cover certain technologies used in the operation of your Assisting Hands Business. We reserve the right to license, sublicense, and create software and technology that Assisting Hands franchisees must pay for and use.
Insurance	You must reimburse our costs plus a 20% administrative fee	On demand	If you fail to obtain insurance, we may obtain insurance for you and you must reimburse us for the cost of insurance obtained plus 20% of the premium as an administrative cost of obtaining the insurance.
Additional Training or Assistance Fee	Our then-current fee (currently approximately \$150) per attendee per day, plus expenses	As incurred	We provide initial training at no cost for up to three people, including you (if you are an individual) or your “ <u>Principal Owner</u> ”, if you are a legal entity (see Item 15), your “ <u>General Manager</u> ”, if applicable (see Item 15), or another member of your management team that we designate, but we may charge you for training additional persons, newly-hired personnel, refresher training courses, advanced training courses, and additional or special assistance or training you need or request. The fee amount will depend on the training required and experience level of the trainer.
Supplier and Product Evaluation Fee	Costs of inspection (estimated to be approximately \$100 to \$500)	As incurred	Payable if we inspect a new product, service, or proposed supplier nominated by you.
Payment Service Fees	Up to 4% of total charge	As incurred	If payment is made to us or our affiliates by credit card for any fee required, we may charge a service charge of up to 4% of the total charge.
Interest	Lesser of 18% per annum or the highest commercial contract interest rate permitted by law	As incurred	Payable if any payment due to us or our affiliates is not made by the due date. Interest accrues from the original due date until payment is received in full.
Insufficient Funds Fee	\$100 per occurrence	As incurred	Payable if any check or EFT payment is not successful due to insufficient funds, stop payment, or any similar event.



Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Late Report Fee	\$100 per violation and \$100 per week	Your bank account will be debited for failure to submit any requested report within five days of request	Payable if you fail to submit any required report or financial statement when due. Fines collected are paid to us. You will continue to incur this fee until you submit the required report. We will provide you with two grace periods of one week per calendar quarter prior to charging this fee.
Audit Expenses	Cost of audit and inspection, any understated amounts, and any related accounting and legal expenses (we estimate this cost to be between \$1,000 and \$12,000)	On demand	Payable if an audit reveals that you understated weekly Gross Revenue by more than 2%, or you fail to submit required reports.
Indemnification	All amounts (including attorney fees) incurred by us or otherwise required to be paid	As incurred	You must indemnify and reimburse us for any expenses or losses that we or our representatives (including our Area Representative) incur related in any way to your Assisting Hands Business or Franchise.
Management Fee	Our then-current fee (currently \$500 per day), plus costs and expenses	As incurred	Payable if we manage the Assisting Hands Business because you are in breach of the Franchise Agreement. We have the right to manage the Franchise for up to 90 consecutive days per default.
Legal Costs and Professional Fees	Will vary under circumstances	As incurred	You must reimburse us for any legal or accounting fees that we incur as a result of any breach or termination of your Franchise Agreement. You must reimburse us if we incur any expenses in enforcing our rights against you under the Franchise Agreement, or payable for any fees we incur for any transfer that is not completed.
Renewal Fee	10% of the then-current Initial Franchise Fee for a single Assisting Hands Business	At the time you sign the new franchise agreement	Payable if you qualify to renew your Franchise Agreement and choose to enter into a new franchise agreement. If we are not offering Franchises at the time of your renewal, the renewal fee will be 10% of the Initial Franchise Fee in our most recent Franchise Disclosure Document.

Type of Fee <sup>(1)</sup>	Amount	Due Date	Remarks
Transfer Fee	50% of the then-current Initial Franchise Fee for a single Assisting Hands Business, plus costs of training	\$1,000 non-refundable deposit at time of transfer application submittal and the remaining balance of fee at time of approved transfer	Payable only in connection with the transfer of your Assisting Hands Business, a transfer of ownership of your legal entity, or the Franchise Agreement. If we are not offering Franchises at the time of your transfer, the transfer fee will be 50% of the Initial Franchise Fee in our most recent Franchise Disclosure Document.
Territory Infringement Fee	\$5,000 to us, plus up to all Gross Revenue to the impacted franchisee	On demand	If you serve a client in a territory of another franchisee without their written consent or are otherwise in violation of your territorial restrictions, you agree to pay the impacted franchisee an amount we determined, which may be up to all Gross Revenue from the services and products sold in connection with your Assisting Hands Business to the impacted franchisee, and pay a \$5,000 fee to us (the “ <u>Territory Infringement Fee</u> ”). We have the right to terminate your Franchise Agreement upon the second occurrence.
Liquidated Damages <sup>(5)</sup>	Will vary under the circumstances	On demand	See Note 6.
Broker Fee	Our actual cost of the brokerage commissions, finder’s fees, or similar charges	As incurred	If you transfer your Assisting Hands Business to a third party or purchaser, you must reimburse all of our actual costs for commissions, finder’s fees or similar charges.

Notes:

1. **Fees.** All fees paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. Fees paid to vendors or other suppliers may be refundable depending on the vendors and suppliers. We require you to pay fees and other amounts due to us via electronic funds transfer (“EFT”) or other similar means. You are required to complete the EFT authorization (in the form attached to this Franchise Disclosure Document in Exhibit H) for direct debits from your business bank operating account. We have the right to periodically specify (in the confidential operations manual or otherwise in writing) different payees and/or payment methods, such as, but not limited to, weekly/biweekly/monthly payment, payment by auto-draft, credit card, and payment by check. All fees are current as of the Issuance Date of this Franchise Disclosure Document. Certain fees that we have indicated may increase over the term of the Franchise Agreement. Also, any fee expressed as a fixed dollar amount is subject to adjustment based on changes to the Consumer Price Index (“CPI”) in the United States. We may periodically review and increase these fees based on changes to the CPI (in addition to any other increase), but only if the increase to the CPI is more than 5% higher than the corresponding CPI in effect on: (a) the effective date of your Franchise

Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one CPI-related fee adjustment during any calendar year.

2. **Royalty Fee.** You are required to pay the Royalty Fee beginning 90 days after you complete the initial training program or obtain licensure, whichever occurs later. The term “Gross Revenue” means the total selling price of all services and products sold in connection with your Assisting Hands Business and all income of every other kind and nature related to the Assisting Hands Business operation, whether for cash or credit and regardless of collection in the case of credit. Gross Revenue do not include: (i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by you to the appropriate governmental authority; and (ii) all customer refunds, valid discounts and coupons, and credits made by the Assisting Hands Business (exclusions will not include any reductions for credit card user fees, returned checks or reserves for bad credit or doubtful accounts). Gross Revenue will be deemed received by you at the time the services or products from which they were derived are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether you have actually received final payment (e.g., collection on a customer’s personal check). If you operate your Assisting Hands Business in an area with an Area Representative, we may require that you pay a portion of the Royalty Fee directly to your Area Representative.
  
3. **Office.** You may operate up to three Assisting Hands Businesses from one Office, provided that they have adjoining territories. Because we expect you to report Gross Revenue collectively for each Office you operate, your Royalty Fees and national advertising fund contributions are calculated on a per Office basis. Because we only require one person per Office to attend our annual convention, this fee is also calculated on a per Office basis. All other fees are payable to us on a per-Assisting Hands Business basis.
  
4. **Local Advertising Payment.** If you fail to meet your requirement on local advertising, you must pay us the difference between the amount you spent and the required advertising expenditure, which will be contributed to the national advertising fund.

You must spend the following on local advertising:

Time Period	Local Advertisement Requirement
First partial and full calendar year	Average of \$750 per month per Office
Second full calendar year and each year thereafter	You will be required to spend 2% of your total Gross Revenue of the immediately preceding 12-month period on local advertising over the next 12-month period (“ <u>Local Advertising Requirement</u> ”)

5. **Liquidated Damages.** Liquidated damages are determined by multiplying the combined monthly average of Royalty Fees and National Advertising Fund contributions (without regard to any fee waivers or other reductions) that are owed by you to us, beginning with date you open your Assisting Hands Business through the date of early termination, multiplied by the lesser of: (i) 36,

or (ii) the number of full months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than \$30,000.

**ITEM 7**  
**ESTIMATED INITIAL INVESTMENT**  
**YOUR ESTIMATED INITIAL INVESTMENT**

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
Initial Franchise Fee <sup>(1)</sup>	\$55,000	\$55,000	Lump sum	When you sign the Franchise Agreement	Us
Security Deposits <sup>(2)</sup>	\$500	\$4,000	As incurred	Before opening	Landlord and/or utility companies
Insurance <sup>(3)</sup>	\$3,500	\$7,000	As incurred	Before opening	Insurer
3-Months' Lease Payments <sup>(4)</sup>	\$1,500	\$6,000	As incurred	As incurred	Landlord
Leasehold Improvements <sup>(5)</sup>	\$0	\$7,000	As incurred	Before opening	Landlord or construction contractors
Signage <sup>(6)</sup>	\$700	\$3,000	As incurred	Before opening	Approved vendor
Furnishings <sup>(7)</sup>	\$1,500	\$6,000	As incurred	Before opening	Suppliers
Computer System and Scheduling Hardware and Software <sup>(8)</sup>	\$2,000	\$4,500	As incurred	Before opening	Suppliers and approved vendor
Business Licenses and Permits <sup>(9)</sup>	\$150	\$500	As incurred	Before opening	Government agencies
Licensing and Credentialing <sup>(10)</sup>	\$700	\$10,000	As incurred	Before opening	Third parties
Initial Training Expenses <sup>(11)</sup>	\$2,000	\$4,000	As incurred	As incurred	Providers of travel, lodging, and food services
Professional Fees <sup>(12)</sup>	\$2,000	\$7,200	As incurred	Before opening	Third parties
Convention Fee <sup>(13)</sup>	\$200	\$200	As incurred	Before opening	Us
Recruiting Expense	\$2,500	\$6,000	As incurred	As incurred	Third parties
Advertising, Marketing and Promotion	\$2,250	\$6,000	As incurred	As incurred	Third parties
Additional Funds—3 months <sup>(14)</sup>	\$20,000	\$50,000	As incurred	As incurred	Third parties

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is to be Paid
	Low	High			
TOTAL ESTIMATED INITIAL INVESTMENT <sup>(15)</sup>	\$94,500	\$176,400			

Notes:

These estimated initial expenses are our best estimate of the costs you may incur in establishing and operating your Assisting Hands Franchise. We may finance your Initial Franchise Fee, but not any other fees or expenses payable to us. The availability and terms of financing depend on your creditworthiness. Item 10 has more information regarding this financing. A Conversion Owner may not need to incur all of these expenses. The estimated initial investment for a Conversion Owner, while still within the estimated range set forth above, may not include or may include a reduced Initial Franchise Fee. In addition, Conversion Owners may not have to make any new payments for security deposit, licensing and credentialing, business licenses, business permits or computer hardware.

All expenditures paid to us or our affiliates are uniform and non-refundable under any circumstances once paid. All expenses payable to third parties are non-refundable, except as you may arrange for utility deposits and other payments.

1. Initial Franchise Fee. The Initial Franchise Fee for one Assisting Hands Business is \$55,000. The Initial Franchise Fee is payable upon execution of the Franchise Agreement and is non-refundable. See Item 5 for additional information about your Initial Franchise Fee when you purchase multiple Assisting Hands Businesses.
2. Security Deposits. This estimate includes security deposits required by the landlord and utility companies.
3. Insurance. You must obtain and maintain, at your own expense, the insurance coverage we require, and satisfy other insurance-related obligations. Please note that if you have had prior issues or claims from previous operations unrelated to the operation of an Assisting Hands Business, your rates may be significantly higher than those estimated above.
4. 3-Months' Lease Payments. This estimate provides for lease expenses for an Office. Offices are typically located in a professional office environment, including office buildings, business parks, and other commercial real estate locations. Offices may not be located in home residences. In certain, limited situations, we may allow an Office to be located in an executive suite. This estimate includes three months' rent for your Office at a rate of approximately \$0.90 per square foot to \$2.50 per square foot. Your actual rent payments may vary depending upon your location and your market's retail lease rates. We estimate, but do not require, that the Office will be 800 to 1,500 square feet in size. If you purchase instead or lease the premises for your Office, then the purchase price, down payment, interest rates, and other financing terms will determine your monthly mortgage payments.



5. Leasehold Improvements. This estimate does not include any construction allowances that may be offered by your landlord. Building and construction costs will vary depending upon the condition of the premises for your Office, the size of the premises, and local construction costs.
6. Signage. The type and size of the signage you actually install will be based upon our requirements and the zoning and property use requirements and restrictions. There could be an occasion where signage is not permitted because of zoning or use restrictions.
7. Furnishings. This estimate includes workstations, chairs, shelving, and other items. You may be able to lease these items through an office furniture rental company at a reduced rate. It is your choice as to whether you purchase or lease these items and from whom to purchase or lease them from.
8. Computer System and Scheduling Hardware and Software. This estimate includes the cost of obtaining our required computer and scheduling system hardware and software as well as other software, website hosting and services used in the operation of your Assisting Hands Business.
9. Business Licenses and Permits. You must obtain the required licenses and permits that are required by your county, city, and state to operate your Assisting Hands Business.
10. Licensing and Credentialing. The licensure requirements and fees vary from state to state. Please check with your local and state authorities regarding these expenses.
11. Initial Training Expenses. We provide training at our training center either in Nampa, Idaho or Miami, Florida, or at another location designated by us. You must pay for airfare, meals, transportation costs, lodging, and incidental expenses for all initial training program attendees. Initial training is provided at no charge for up to three people, one of whom must be a “Principal Owner” (see Item 15). If additional initial training is required, or more people must be trained, an additional fee will be assessed.
12. Professional Fees. This estimate includes legal fees, accounting fees, and other professional fees you may incur to incorporate your business, perform all necessary tax filings, and perform other tasks such as establishing a general ledger, tax reports, and payroll deposits. Rates for professionals can vary significantly based on area and experience.
13. Convention Fee. This estimate assumes you will pay one monthly convention fee prior to opening.
14. Additional Funds–3 months. This estimate includes your initial start-up expenses (other than the items identified separately in the table above) during the first three months of operation. These expenses include payroll costs during the first three months of operation, but not any draw or salary for you. Also included are the first three months of the \$200 per month convention fee paid after opening and three months’ of bookkeeping services estimated to be approximately \$250 to \$500. These figures are estimates, and we cannot guarantee you will not have additional expenses starting the business. Our estimates are based on our sales of franchises since 2006 and our affiliate’s operation of five Assisting Hands Businesses beginning in 2006.
15. This is an estimate of your initial startup expenses for one Assisting Hands Franchise. The only additional costs for a second and third adjoining Assisting Hands Business will be the Initial Franchise Fee for the Assisting Hands Businesses.

## ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

### Standards and Specifications

To ensure the highest degree of quality and service is maintained, you must operate the Assisting Hands Franchise in strict conformity with the methods, standards, and specifications we list in our proprietary and confidential operations manual (“Confidential Operations Manual”), which may exist in various parts, locations, and formats, and may include a combination of written material, electronic media, website content, and/or software components. You must not deviate from these methods, standards, and specifications without our prior written consent or otherwise operate in any manner which reflects adversely on our Marks or the System. Our Confidential Operations Manual states our standards, specifications, and guidelines for all products and services we require you to obtain in establishing and operating your Assisting Hands Franchise.

We will notify you of new or modified standards, specifications, and guidelines through periodic amendments or supplements to the Confidential Operations Manual or through written communication (including electronic communication). We will issue copies of our standards and specifications to you and approved and proposed suppliers unless these standards and specifications contain our confidential information.

You must purchase, install, maintain in sufficient supply, and use, fixtures, furnishings, equipment, signs, and supplies that conform to the standards and specifications described in the Confidential Operations Manual or otherwise in writing. We will notify you of new or modified standards, specifications, and guidelines through periodic amendments or supplements to the Confidential Operations Manual or through written communication (including electronic communication).

You must use the computer hardware and software that we periodically designate to operate your Assisting Hands Franchise, which currently include Microsoft or Apple operating systems released within the past five years, Microsoft Office, our approved care management and scheduling software (currently Axis Care) and QuickBooks (collectively, “Software”). Our care management and scheduling software recommends matches of caregivers to clients, gives alerts about open shifts, allows you to communicate with caregivers, has a portal for family members of the client to see how the client is doing, automatically creates payroll and billing and integrates with QuickBooks. You must obtain the computer hardware, software licenses, website hosting, maintenance and support services, and other related services that meet our specifications from the suppliers we specify.

You must obtain the insurance coverage required under the Franchise Agreement. The types and amounts of insurance coverage you must obtain and maintain include: (1) comprehensive public, professional, product and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchise or otherwise in conjunction with your conduct of the Franchise, under one or more policies of insurance containing minimum liability coverage amounts of \$1,000,000 per occurrence/\$3,000,000 aggregate as set forth in the Confidential Operations Manual; (2) general casualty insurance, including theft, cash theft, fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of the Franchise and its contents, and any other assets of the Franchise; (3) worker’s compensation and employer’s liability insurance as required by law, with limits equal to or in excess of those required by statute; (4) business interruption insurance for a period adequate to reestablish normal business operations, but not less than six months; (5) any other insurance required by applicable law, rule, regulation, ordinance or licensing requirements; and (6) employment practices liability insurance. The insurance company must be

authorized to do business in the state where your Assisting Hands Business is located and must be approved by us. It must also be rated “A” or better by A.M. Best & Company, Inc. We may periodically increase the amounts of coverage required under these insurance policies and/or require different or additional insurance coverage at any time. All insurance policies must name us and any affiliates we designate as additional named insured parties.

### Purchases from Approved Suppliers

We may approve a single distributor or other supplier for any product, and may approve a supplier only as to certain products. We may concentrate purchases with one or more suppliers to obtain lower prices or the best advertising support or services for any group of Assisting Hands Businesses operated by franchisees or by us. We may condition our approval of a supplier on requirements concerning the frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), and other similar criteria, and may be temporary, pending our continued evaluation of the supplier. We will issue copies of our standards and specifications to you and approved and proposed suppliers unless these standards and specifications contain our confidential information.

You must use one of our approved vendors for bookkeeping services for the first 12 months of operations. After the first 12 months, you may use a different vendor of your choice or perform bookkeeping for your Assisting Hands Business yourself.

We may designate ourselves and/or any affiliates an approved supplier or the only approved supplier from which you must lease or purchase certain services or products in developing and operating your Assisting Hands Franchise. We and our affiliates may derive revenue from these sales and may sell these items at prices exceeding our or their costs. During the fiscal year ended December 31, 2023, neither we nor any affiliates received any revenue, rebates or other material consideration based on the required purchases or leases. None of our officers own an equity interest in any approved supplier.

Although we are currently not an approved supplier for services or products offered or used by your Assisting Hands Business, may become one in the future.

We estimate that approximately 50% of purchases required to open your Assisting Hands Business and 50% of purchases required to operate Assisting Hands Business will be from us or from other approved suppliers or under our specifications. We and our affiliates may receive rebates from some suppliers based on your purchase of services and products and we have no obligation to pass them on to our franchisees or use them in any particular manner. We have negotiated special pricing for DocuSign and the required initial bookkeeping services. Other than these, we do not have purchasing and distribution cooperatives as of the Issuance Date of this Franchise Disclosure Document, but we may negotiate alternative purchase arrangements with suppliers and distributors of approved products for the benefit of our franchisees, and we reserve the right to receive rebates or volume discounts from our purchase of products we may resell to you. We do not provide material benefits, such as renewing or granting additional Franchises to franchisees based on their use of designated or approved suppliers. There are no caps or limitations on the maximum rebates we may receive from our suppliers as the result of franchisee purchases.

### Approval of New Suppliers

We may update the list of approved suppliers in the Confidential Operations Manual. If you desire to have a non-approved supplier of a product or service designated as an approved supplier, you must submit samples of the supplier’s products or services to us, along with a written statement describing why such items, services, or suppliers should be approved for use in the System. We reserve the right to charge a fee

to evaluate the proposed supplier of approximately \$100 to \$500 per evaluation (See Item 6). We do not make our supplier specifications and/or standards generally available to franchisees or suppliers. While we must respond to a request within 60 days, we generally respond to a request for an additional approved supplier within seven days. You must receive our written approval before you use products not purchased from an approved supplier. We may revoke our approval at any time if we determine, in our discretion, that the supplier no longer meets our standards. You must stop selling any disapproved products and stop purchasing from any disapproved supplier when you receive written notice of a revocation of our approval.

## 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 items of this disclosure document.**

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
a. Site selection and acquisition/lease	Section 3.1	Items 7, 8, and 11
b. Pre-opening purchases/leases	Sections 3.1, 3.2, 3.3, 3.4, and 3.5	Items 7, 8, and 11
c. Site development and other pre-opening requirements	Sections 3.2, 3.3, 3.5 and 3.6	Items 7, 8, and 11
d. Initial and ongoing training	Sections 4.2 and 5.1	Items 5, 6, 7, and 11
e. Opening	Sections 3.3, 3.5, and 3.6	Items 7 and 11
f. Fees	Sections 2.4, 3.3, 3.4, 3.6, 4.2, 5.1, 6, 10.1, 10.3, 10.8, 11.1, 11.2, 11.3, 12, 13.2, 14.5, 15, 16.6, and 16.8	Items 5, 6, 7, 8, and 11
g. Compliance with standards and policies/confidential operations manual	Sections 2.4, 3.2, 3.3, 3.4, 3.5, 3.6, 5.1, 5.2, 5.3, and 10	Items 8, 11, and 12
h. Trademarks and proprietary information	Sections 7 and 9	Items 13 and 14
i. Restrictions on products/services offered	Section 10.2	Item 16
j. Warranty and customer service requirements	Section 10.4, 10.6, 10.7	None
k. Territorial development and sales quotas	Section 3.1	Item 12
l. Ongoing product/service purchases	Sections 3.4, 5.1, 10.2, 10.3, 10.8, 10.9, 11.2, and 11.4	Items 8 and 11
m. Maintenance, appearance, and remodeling requirements	Sections 10.1 and 10.5	Items 8 and 11
n. Insurance	Section 10.8	Items 6, 7, and 8
o. Advertising	Sections 6.3 and 11	Items 6, 7, and 11
p. Indemnification	Section 8.3	Items 6 and 13
q. Owner’s participation/ management and staffing	Sections 4.1 and 10.7	Items 11 and 16

Obligation	Section in Franchise Agreement	Item in Franchise Disclosure Document
r. Records and reports	Section 12	Item 6
s. Inspections and audits	Section 13	Item 6
t. Transfer	Section 14	Items 6 and 17
u. Renewal	Section 2.4	Item 17
v. Post-termination obligations	Section 16	Item 17
w. Non-competition covenants	Sections 9.3, 14.5, 16.5, and 17.1	Item 17
x. Dispute resolution	Sections 17.8, 17.9, and 17.10	Item 17
y. Other – Liquidated Damages	Section 15	Item 6

## ITEM 10 FINANCING

We do not regularly offer financing for our Assisting Hands Businesses Franchises, but under certain situations, we may choose to extend financing for the Initial Franchise Fee.

A copy of the form of “Promissory Note” and the accompanying “Security Agreement” used by us for this type of financing is attached in Exhibit H to this Franchise Disclosure Document. Typically, you must make a down payment of between 60% and 70% of the Initial Franchise Fee and the Promissory Note for the remainder is signed. The Security Agreement requires that a pledge of security in the Assisting Hands Franchise and all assets of the Assisting Hands Business. The Promissory Note requires the accrual of interest at an agreed upon rate of 10% calculated monthly on the unpaid balance as of the last day of each month. You may prepay any portion of this Promissory Note at any time without penalty. Any prepayments shall be first applied to any other sums due us and then to the outstanding principal balance.

You must sign the Promissory Note and your owners (if you are a legal entity) must personally guarantee the loan under the Owners Agreement, the form of which is attached to the Franchise Agreement as Attachment III. You must also pay all costs and expenses of collecting the amounts due under the Promissory Note, including attorney fees and court costs. A default under the Promissory Note will be a default under the Franchise Agreement and may result in the termination of your Franchise Agreement and acceleration of payment for the principal balance. You must waive all legal defenses including a jury trial. It is not our practice to sell, assign, or discount the Promissory Note to a third party.

## ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

**Except as listed below, AHHC is not required to provide you with any assistance.**

If you purchase an Assisting Hands Franchise in an area with an Assisting Hands Area Representative, some of the training and support will be undertaken by the Area Representative and not AHHC.



## Pre-Opening Obligations

Before you open your Assisting Hands Franchise, we (or our affiliates or designees) will provide the following assistance and services to you:

1. Designate your territory (Franchise Agreement – Section 2.3).
2. Assist you in your site selection process by authorizing a site for your Office and reviewing and authorizing a final lease for the premises (except for Conversion Owners) (Franchise Agreement – Section 3.1.) We do not assist you in conforming the premises to local ordinance and building codes, nor do we assist you in obtaining any required permits. We do not assist you in remodeling or decorating your Assisting Hands Business. We may terminate your Franchise Agreement if you do not sign your Office lease within 90 days after signing the Franchise Agreement.
3. Provide specifications for equipment, inventory, products, materials, supplies (including the computer and scheduling system) and services required to operate your Assisting Hands Business. We do not deliver or assist with the installation of any fixtures, furnishing, equipment, signs or other supplies (Franchise Agreement – Section 5.1).
4. Loan you or make available to you on our website one copy of our Confidential Operations Manual. You may view our Confidential Operations Manual, which contains approximately 83 pages, at our national headquarters before purchasing your Assisting Hands Business, but you must first sign a non-disclosure agreement promising not to reveal any of the information contained in the Confidential Operations Manual without our permission. The table of contents for the Confidential Operations Manual is attached to this Franchise Disclosure Document as Exhibit G (Franchise Agreement – Sections 5.1 and 5.2).
5. Provide an initial training program in Nampa, Idaho, Miami, Florida, or another location designated by us (“Initial Training Program”) for up to three people (Franchise Agreement – 4.2).
6. We will review and approve or disapprove any advertising that you propose to use for your Assisting Hands Business’ marketing program and advise you as we deem appropriate (Franchise Agreement – Section 11.1).
7. Provide on-site assistance and training at your Assisting Hands Business for up to three days after the opening of your Assisting Hands Business. At least one representative of ours will facilitate the opening of your Assisting Hands Business at our expense. If you request additional assistance that we agree to provide, then you must pay to us an additional training fee and reimburse us for our expenses in providing the additional assistance, including the salary, travel, lodging, and other expenses of our employees (See Item 6).

We do not provide the above services to renewal franchisees and may not provide all of the above services to franchisees that purchase existing Assisting Hands Businesses.

### *Site Selection*

You must use your best efforts to seek and select the site for your Office that meets our approval within 30 days after signing the Franchise Agreement. You may not relocate your Office without our prior written consent. Before leasing or purchasing the site for your Office, you must submit to us, in the form we specify, a description of the site, with other information and materials we may reasonably require. We

will have 30 days after we receive the information and materials to evaluate the proposed site. If we disapprove of the proposed site, you must select another site, subject to our consent. We may terminate the Franchise Agreement if you don't find a site we approve within the 30-day period unless you can provide evidence you have been using commercially reasonable efforts to locate a site. You must begin the registration process to obtain all necessary licenses and state registrations within 30 days of the execution of the Franchise Agreement and purchase or lease the site for your Office within 90 days after signing the Franchise Agreement. You must also submit any sale or lease contract for review and approval before you sign it.

We will consult with you on our current site selection guidelines and provide other site selection counseling, as we deem advisable. Our approval of a proposed site is not, and should not be deemed, a judgment by us concerning the likelihood of success of an Assisting Hands Business at the location, or the relative desirability of the site in comparison to other sites within the territory. We generally do not own Office sites and lease them back to our franchisees. We do not provide site selection assistance to Conversion Owners.

### *Schedule for Opening*

The typical length of time between signing the Franchise Agreement or the payment of any fees and the opening of the Assisting Hands Business is approximately four months. If you are a Conversion Owner your training schedule may only take three days and your Assisting Hands Business could open as soon as training is completed. Provided you receive proper licensure in your state, you must schedule the opening of your Assisting Hands Business within 180 days after signing the Franchise Agreement. Failure to open your Assisting Hands Business within this 180-day window is a material breach of the Franchise Agreement, and we may terminate the Franchise Agreement. We require one Office for up to three adjoining Assisting Hands Businesses. If you purchase multiple Assisting Hands Businesses, you must begin operations in the territory of the second Assisting Hands Business within six months of opening your first Assisting Hands Business, and your third and each additional Assisting Hands Business within six months of opening your previous Assisting Hands Business to be opened. Some factors which may affect this timing are your ability to acquire a location through lease or purchase negotiations, your ability to secure any necessary financing, your ability to comply with local zoning and other ordinances, your ability to obtain any necessary permits and certifications, the time to convert, renovate, or build out your Office, the timing of the delivery of equipment, tools, and inventory, completion of required training, and hiring and training of your staff. You must comply with all ordinances, building codes, and permit requirements, and with any lease requirements and restrictions.

### Continuing Obligations

During the operation of your Assisting Hands Business, we (or our affiliates or designees) will provide the following assistance and services to you:

1. Provide advice regarding your Assisting Hands Business operations. Advice will be given during our regular business hours and via written materials, electronic media, telephone, or other methods in our discretion (Franchise Agreement – Section 5.1).
2. Allow you to continue to use confidential materials, including the Confidential Operations Manual and the Marks (Franchise Agreement – Sections 5.1, 5.2, 7, and 9).
3. Provide additional training to you for newly hired personnel, refresher training courses, and additional training or assistance that, in our discretion, you need or request. You may be required to

pay additional fees for this training or assistance (Franchise Agreement – Section 4.2). You must attend a minimum of 75% of any mandatory ongoing training programs that we may offer.

4. Review and approve or disapprove your advertising, marketing, and promotional materials (Franchise Agreement – Section 11.1).

5. As we deem advisable, conduct inspections and/or audits of your Assisting Hands Business, including evaluations of its training methods, techniques, and equipment; its staff; and the services rendered to its customers (Franchise Agreement – Section 13.1). We may provide you with additional guidance and training based on the results of these inspections and/or audits.

### Optional Assistance

During the term of the Franchise Agreement, we (or our designee) may, but are not required to, provide the following assistance and services to you:

1. Modify, update, or change the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment, or new techniques.

2. Make periodic visits to the Assisting Hands Business for the purpose of assisting in all aspects of the operation and management of the Assisting Hands Business, preparing written reports concerning these visits outlining any suggested changes or improvements in the operation of the Assisting Hands Business, and detailing any problems in the operations which become evident as a result of any visit. If provided at your request, you must reimburse our expenses and pay our then-current training charges.

3. Maintain and administer the National Advertising Fund. We may dissolve the National Advertising Fund upon written notice. (See Franchise Agreement-Section 11.4).

4. Hold periodic national or regional conferences to discuss business and operational issues affecting Assisting Hands franchisees.

5. Establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law.

### Guidance and Assistance

You must purchase, install, maintain in sufficient supply, and use, only inventory, products, materials, equipment, fixtures, furnishings, signs, and supplies that conform to the Confidential Operations Manual. Our Confidential Operations Manual describes our standards, specifications, and guidelines as well as approved and proposed suppliers for all products and services we require you to obtain establishing and operating your Assisting Hands Franchise. We will notify you of new or modified standards, specifications, and guidelines, in written form, through periodic amendments or supplements to the Confidential Operations Manual or through written communication (including electronic communication).

## Advertising

### *National Advertising Fund*

We have established a (“National Advertising Fund”) for marketing, developing and promoting the System, the Marks and Assisting Hands Franchises. You must make a contribution (“National Advertising Fund Contribution”) of the greater of 0.5% of your weekly Gross Revenue (currently up to \$1,300 per month) or \$150 per month to our National Advertising Fund. You must make the National Advertising Fund Contribution on the first day of each month, based on the Gross Revenue you generated in the previous reporting period. These payments begin 90 days after you complete the initial training program or obtain licensure, whichever occurs later. The combined total for your National Advertising Fund Contribution and your local advertising requirement will be a total of 2.5% of Gross Revenue.

Your contribution to the National Advertising Fund will be in addition to all other advertising requirements set out in this Item 11. Each franchisee will be required to contribute to the National Advertising Fund but certain franchisees may contribute on a different basis depending on when they signed their Franchise Agreement. Outlets owned by us may, but are not required, to contribute to the National Advertising Fund on the same basis as franchisees.

The National Advertising Fund will be administered by us, or one of our affiliates or designees, in our discretion, and we may use a professional advertising agency or media buyer to assist us. The National Advertising Fund will be in a separate bank account, commercial account, or savings account.

We have complete discretion on how the National Advertising Fund will be utilized. We may reimburse ourselves, our authorized representatives, or our affiliate(s) from the National Advertising Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes, and all other reasonable direct or indirect expenses that may be incurred by us or our authorized representatives and associated with the programs funded by the National Advertising Fund. We do not guarantee that advertising expenditures from the National Advertising Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the National Advertising Fund contributions for advertising that is principally a solicitation for the sale of franchises, but we reserve the right to include a notation in any advertisement indicating “Franchises Available” or similar phrasing or include information regarding acquiring a franchise on or as a part of materials and items produced by or for the National Advertising Fund.

We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the National Advertising Fund or to maintain, direct, or administer the National Advertising Fund. Any unused funds in any calendar year will be applied to the following year’s funds, and we reserve the right to contribute or loan additional funds to the National Advertising Fund on any terms we deem reasonable.

The National Advertising Fund is not audited. We will provide an annual accounting for the National Advertising Fund that shows how the National Advertising Fund proceeds have been spent for the previous year upon written request.

During our fiscal year ended December 31, 2023, we spent 44.4% of the National Advertising Fund on public relations and social media, 37.98% on website marketing and maintenance, 0.2% on search engine marketing, 0.59% on publications and newsletters and 16.83% on special projects. Neither our affiliate(s)

nor we receive payments for providing goods or services to the National Advertising Fund, except for reimbursement of expenses as described above.

*Local Advertising*

In addition to the National Advertising Fund Contribution for the National Advertising Fund, you must comply with the Local Advertisement Requirement:

Time Period	Local Advertisement Requirement
First partial and full calendar year	Average of \$750 per month
Second full calendar year and each year thereafter	You must spend 2% of your total Gross Revenue of the immediately preceding 12-month period on local advertising over the next 12-month period

If you fail to meet the Local Advertising Requirement, you may be required to pay the difference to us, which will be contributed to the National Advertising Fund.

All advertising, promotional, and marketing content must be clear, factual, not misleading, and must conform to both the highest standards of ethical advertising and marketing and the advertising and marketing policies that we may require from time to time. You must send us or our designated agency samples of your proposed materials for review before you conduct any advertising or marketing. We will notify you of whether or not the advertising is approved within 30 days of receiving the advertisement from you. The advertisement is deemed to be disapproved if we do not notify you within 30 days. If you wish to advertise online, you must follow our online policy, which is contained in our Confidential Operations Manual. Our online policy may change as technology and the internet changes. Under our online policy, we may retain the sole right to market on the internet, including all use of websites, domain names, advertising, and co-branding arrangements. We may restrict your use of social media. We may not allow you to independently market on the internet, or use any domain name, address, locator, link, metatag, or search technique with words or symbols similar to the Marks.

You agree, at your sole cost and expense, to issue and offer such rebates, giveaways, and other promotions in accordance with advertising programs established by us, so long as such compliance does not contravene any applicable law, rule, or regulation. You will not create or issue any gift cards/certificates and will only sell gift cards/certificates that have been issued or sponsored by us and which are accepted at all Assisting Hands Businesses, and you will not issue coupons or discounts of any type except as approved by us.

*Marketing Resources, Pre-Approvals for Marketing Materials, and Internet Marketing*

You must order sales and marketing material from us or our designated suppliers. It is a material breach of the Franchise Agreement to use other marketing material without obtaining our prior written approval. If you desire to use your own advertising materials, you must obtain our prior approval, which may be granted or denied in our sole discretion. We will review your request and we will respond in writing within 30 days from the date we receive all requested information. Our failure to notify you in the specified time frame will be deemed a disapproval of your request. Use of logos, Marks, and other name identification materials must follow our approved standards. You may not use our logos, Marks, and other name identification materials on items to be sold or services to be provided without our prior written approval. If we



approve of promotional items or services that will be sold in your Assisting Hands Business, those items or services must be in your Gross Revenue and will be subject to Royalty Fees, Local Advertising Requirement, and the National Advertising Fund Contribution. If you use unauthorized advertising materials, you must pay a fee of \$500 per occurrence to the National Advertising Fund.

### *System Website*

We have established a System website (“System Website”) for Assisting Hands Businesses which includes local pages for each franchisee. Your page will include information relating to your specific business location and select content that we provide from our System Website. Your page will also showcase Assisting Hands products and services. You must use the supplier designated in the Confidential Operations Manual to establish your page. We may change the requirements relating to your page at any time.

As long as we maintain a System Website, we will have the right to use the National Advertising Fund assets to develop, maintain, and update the System Website. We may update and modify the System Website from time to time. You must promptly notify us whenever any information on your listing changes or is not accurate. We have final approval rights of all information on the System Website. We may implement and periodically modify System Standards relating to the System Website. We intend that any franchisee website will be accessed only through our home page.

We are only required to reference your Assisting Hands Business on the System Website while you are in full compliance with your Franchise Agreement and all System standards. If you are in default of any obligation under the Franchise Agreement or System standards, then we may temporarily remove references to your Assisting Hands Business from the System Website until you fully cure the subject default(s).

### *Advisory Council*

We have formed an Advisory Council (“Council”) to advise us on advertising policies, to provide input regarding the National Advertising Fund and to assist franchisees and us in communicating about advertising strategies. The Council is governed by bylaws. Members of the Council consist of both franchisees and national office representatives. Members of the Council are selected by way of a voting method specified in the Council’s bylaws. The purpose of the Council is to provide input regarding the National Advertising Fund and to promote communications between us and all franchisees. The Council serves in an advisory capacity only. We will have the power to form, change, or dissolve the Council, in our sole discretion.

### Software and Computer Equipment

You are required to purchase or lease, and maintain and use, only such computer(s), hardware, equipment, Software, or applications and methods of operation, as we specify in the Confidential Operations Manual or otherwise in writing (the “Computer System”). Currently, the Computer System consists of at least two computers, which may be laptops and/or desktops capable of running all mandatory software and client management software. We estimate the cost of purchasing the Computer System will range from \$2,000 to \$4,500. If you offer the EnsureConnect program, the virtual visits can be run using software provided with the Computer System. You must keep your Computer System in good maintenance and repair and, at your expense, promptly make any and all additions, changes, modifications, substitutions, and/or replacements to your Computer System as we direct. You will pay any and all, annual or otherwise, Software fees or other fees as required by our approved suppliers to maintain your Computer System and Software. Our suppliers have the right to increase or decrease the Software fees at any time, in their sole discretion, upon written notice to you. You further acknowledge and agree that we reserve the right to change our approved suppliers, including any software suppliers, at any time and in our sole discretion.

You may not alter your Computer System, or use alternative software or suppliers of technology, without our prior written approval. If you are in default of any obligations under the Franchise Agreement, we may, in addition to any other remedy we may have under the Franchise Agreement, temporarily inhibit your access to all or part of the Computer System, including the System Website, until you have cured the default completely.

You must use our designated email system for all business related to the Franchise. We can monitor and review your email communications to ensure that our national name, brand, and System are not damaged. The cost of maintaining, updating, or upgrading the Computer System or its components will depend on your repair history, costs of computer maintenance services in your area, and technological advances. We estimate the annual costs will range between \$500 and \$2,750, but this could vary (as discussed above). You may be required to upgrade your computer hardware approximately every two to three years due to improvements in the Software, advances in technology, and memory requirements. There is no limitation on the frequency or cost of this obligation. Neither we nor any affiliate or third-party vendor have any ongoing obligation to provide ongoing maintenance, upgrades, or updates to your Computer System. You must obtain your own technical support for the Computer System. Computer systems in general are vulnerable in varying degrees to computer viruses, bugs, power disruptions, communication line disruptions, Internet access failures, Internet content failures, date-related problems, and attacks by hackers and other unauthorized intruders (“E-Problems”). We have taken reasonable steps to prevent E-Problems from materially affecting you. We do not guarantee that information or communication systems we or others supply will not be vulnerable to E-Problems. It is your responsibility to protect yourself from E-Problems. You should also take reasonable steps to verify that your suppliers, lenders, landlords, customers, and governmental agencies on which you rely, have reasonable protection from E-problems. This may include securing your systems (including firewalls, password protection, and anti-virus systems), and to provide backup systems.

We intend to develop a proprietary software for care management which you will be required to use. We may charge you a reasonable fee for: (i) installing, providing, supporting, modifying, and enhancing any proprietary software or hardware that we develop and license to you; (ii) other Computer System-related maintenance and support services that we or our affiliates provide to you; and (iii) future technology services, websites, applications and platforms. If we or our affiliates license any proprietary software to you or otherwise allow you to use similar technology that we develop or maintain, then you must sign any software license agreement or similar instrument that we or our affiliates may require.

You will have sole responsibility for: (i) the operation, maintenance, and upgrading of your Computer System; (ii) the manner in which your Computer System interfaces with our computer system and those of other third parties; and (iii) any and all consequences that may arise if your Computer System is not properly operated, maintained, and upgraded. You must use any payment vendors and accept all payment methods that we determine.

We and our Area Representatives have the right to independently access your electronic information and data through our proprietary data management and intranet system and to collect and use your electronic information and data in any manner we promote developing the System and the sale of Franchises. This may include posting financial information of each Assisting Hands franchisee on an intranet website or using this information to make a financial performance representation in our Franchise Disclosure Document. There is no contractual limitation on our right to receive or use information through our proprietary data management and intranet system.

## Training

### *Initial Training Program*

Before you open your Assisting Hands Business, you (if you are an individual) or your Principal Owner (if you are a legal entity), your General Manager (see Item 15), if applicable, or another member of your management team that we designate must attend and successfully complete to our satisfaction our Initial Training Program.

We provide initial training at no charge for up to three people, provided that they attend the same training session. You must pay \$150 per attendee per day for training each additional person or for additional initial training sessions. Initial training classes are held whenever necessary to train new franchisees.

Training will occur after you sign the Franchise Agreement and while you are developing your Assisting Hands Franchise. Your attendees must complete all training before you may open your Assisting Hands Franchise. Training typically takes place one month prior to opening your Assisting Hands Business. We plan to be flexible in scheduling training to accommodate our personnel, you, and your personnel. You must pay for all wages, travel, and living expenses during your attendees' training.

We plan to provide the training listed in the table below. We reserve the right to vary the length and content of the Initial Training Program based upon the experience and skill level of the individual attending the Initial Training Program.

### **TRAINING PROGRAM**

Subject <sup>(1)</sup>	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome	1	0	Our national office in Nampa, Idaho, our training center in Miami, Florida, or another location that we designate
Overview: Introduction to Home Care and its Role in the Health Care Delivery System	2	0	Our national office in Nampa, Idaho, our training center in Miami, Florida, or another location that we designate
Laying the Foundation: Opening your Assisting Hands Business	1	0	Our national office in Nampa, Idaho, our training center in Miami, Florida, or another location that we designate
Building and Managing your Team	7	0	Our national office in Nampa, Idaho, our training center in Miami, Florida, or another location that we designate
Caregiver Training	5	0	Our national office in Nampa, Idaho, our training center in Miami, Florida, or another location that we designate
Staffing, Scheduling, and Client Procedures	6	0	Our national office in Nampa, Idaho, our training center in Miami, Florida, or another location that we designate
Marketing and the Sales Process	12	0	Our national office in Nampa, Idaho, our training center in Miami, Florida, or another location that we designate

Subject <sup>(1)</sup>	Hours of Classroom Training	Hours of On-the-Job Training	Location
Assisting Hands Business Operating Procedures/Back Office and Software	6	0	Our national office in Nampa, Idaho, our training center in Miami, Florida, or another location that we designate
On-Site Training	0	20	Your Assisting Hands Business location or another location that we designate
Total Hours	40 hours	20 hours	

Notes:

1. The Initial Training Program includes classroom instruction, Assisting Hands Business operation training, and on-the-job operation training. Most of these subjects are integrated throughout the training program. The training subjects may vary and may be less than the times indicated above depending on the number and experience of the attendees.
2. We will use the Confidential Operations Manual and other handouts as the primary instruction material during the Initial Training Program.
3. Gail Stout currently oversees our training program for Assisting Hands Businesses in Miami, Florida. Ms. Stout is our Senior Vice President, providing direction, guidance, and strategic counsel for Assisting Hands Home Care new franchisees. Ms. Stout brings more than 30 years of experience in the healthcare field with the last 15 years focused on homecare.
4. If your Assisting Hands Business is located in an Area Representative's territory, then the on-site training may be provided by that Area Representative at your Assisting Hands Business or the Area Representative's Pilot Business. We will train the Area Representative or other training staff representative of ours who provides the on-site training concerning the matters to be taught to you.
5. A Conversion Owner must attend and complete to our satisfaction the Initial Training Program. The Initial Training Program will be customized for each Conversion Owner to reflect the Conversion Owner's prior business experience and may be shorter and less detailed than the program for new franchisees. A modified Initial Training Program for Conversion Owners will be provided in the Conversion Addendum, the current form of which is attached to this Franchise Disclosure Document in Exhibit H. This training occurs on an as-needed basis based on the number of Assisting Hands Businesses making a conversion.

*Medical Services Training*

If you desire to offer medical services to your clients and you meet our qualifications, you must attend and satisfactorily complete a one-day medical services training that is provided by a licensed clinical professional with a minimum educational requirement of Associate of Science in nursing and in good standing unless otherwise noted by local and state authority. The licensed clinical professional must be familiar with state laws and regulation for the state in which medical services will be provided. There will be no tuition fee paid to us for this training, but you will be responsible for the cost of eight hours of training from an approved licensed clinical professional. Training topics include administrative and general policies, client records, HIPAA security and breach notification rules, HIPAA privacy requirements, human resources, performance improvement, infection control, safety and emergency preparedness planning. You

must provide proof of completion to us as part of the written approval process to provide medical services. In addition to complying with all federal, state and local laws, all Assisting Hands Businesses desiring to offer in-home medical services must be open and operating for at least six months, have average weekly Gross Revenue in the excess of \$10,000, must complete medical services training program, and must receive our written approval, which will be granted and revoked at our sole discretion.

### *Ongoing Training*

We may periodically require that you and other employees attend system-wide refresher or additional training courses, as well as regularly scheduled conference calls. Some of these courses and calls may be optional while others may be required as set forth in the Confidential Operations Manual. If you appoint a new designated manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Assisting Hands Business. If we conduct an inspection of your Assisting Hands Business and determine you are not operating in compliance with the Franchise Agreement, we may require that you attend remedial training that addresses your operational deficiencies. You may also request that we provide additional training (either at national headquarters or at your Assisting Hands Business).

If your Assisting Hands Business is located in an Area Representative's territory, your Area Representative will provide ongoing support that may include working through our pre-opening checklist with you, helping you through state licensure (if required by your state), guiding you through recruiting and retention guidelines and best practices, properly using Assisting Hands marketing materials, including trademarks and logos, allowing you to shadow daily functions including sales, marketing visits, staffing and scheduling cases, completing supervisory visits, payroll, invoices and coordinating a caregiver training class. Other ongoing support from the Area Representative may include general mentoring and leadership meant to inspire and include you. Area Representatives will also hold conference calls to communicate new training initiatives, new marketing materials and open a discussion to best local practices. An Area Representative may provide hands on assistance and is one of the first lines of support for you.

## **ITEM 12 TERRITORY**

The Franchise Agreement for your Assisting Hands Franchise grants you an exclusive territory ("Territory") based on the geographic area and population properties within that area and other relevant demographic characteristics. Your Territory will have a population of approximately 225,000 persons, and an over-65 population of at least 25,000 individuals (or incremental portion thereof) in the designated geographical location. We will define the Territory by reference to specified U.S. Postal Service zip codes that will be listed in the attachment to your Franchise Agreement, or by a map which will be an attachment to your Franchise Agreement. Our research and experience have shown that about 80% of your business will likely come from clients aged 65 and over. The population statistics used in determining your Territory will be based on numbers derived from the current U.S. Census report and supplemented with other information available and other population statistical sources of our choosing to determine populations. In certain densely populated metropolitan areas, a territory may be small if it has a high population density, while franchisees operating in less densely populated urban areas may have significantly larger areas.

You may offer services or products in your Territory from outside your Territory if you follow our extra-territorial policies as contained in our Confidential Operations Manual which state: 1) you may not sell products or services in another franchisee's territory; 2) you must obtain our prior written consent to offer services and products from outside your Territory; and 3) you will discontinue offering such services and transfer all clients if an Assisting Hands franchisee purchases an Assisting Hands Business in that area.



If you serve a client in a territory of another franchisee without their written consent or are otherwise in violation of your territorial restrictions, you will have to pay the Territory Infringement Fee. We will have the right to terminate your Franchise Agreement upon the second occurrence. You may not sell products through other channels of distribution such as wholesale, internet or mail order sales.

During the term of the Franchise Agreement neither we nor any affiliate will establish or operate, or franchise any entity to establish or operate, an Assisting Hands Business within your Territory. We, and our affiliates, have the right to operate, and to license others to operate, Assisting Hands Businesses at any location outside the Territory, even if doing so will or might affect your operation of your Assisting Hands Business. We, and any affiliate of ours, retain all rights not expressly granted to you. These rights include the right to:

1. own, franchise, acquire, operate or license to others to operate Assisting Hands Businesses at any location outside of the Territory, regardless of the proximity to your Assisting Hands Business (even if there may be some impact to your business within the Territory);
2. exclusively reserve the internet as a channel of distribution for us, and you may not independently market on the Internet or conduct e-commerce without our prior written approval and subject to the policies and procedures in our Confidential Operations Manual;
3. use and license the use of other proprietary and non-proprietary marks or methods, which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering non-medical and medical in-home support and related products and services, at any location, including within the Territory, which may be similar to or different from the Assisting Hands Business operated by you. We do not operate, franchise or have any plans to operate or franchise a business under similar or different trademarks which will sell goods or services similar to those you will offer;
4. engage in any transaction, including to purchase or be purchased by, merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Assisting Hands Business, whether located inside or outside the Territory, provided that any Franchise located inside of your Territory will not operate under the Marks;
5. use and license the use of technology to non-franchisee locations inside and outside the Territory; and
6. implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

We are not required to pay you if we exercise any of the rights specified above within your Territory. The continuation of the Territory is not dependent upon your achievement of a certain sales volume, market penetration or other contingency. We do not pay compensation for soliciting or accepting orders inside your Territory if we implement a multi-area marketing program as stated above. Except as stated in this Item 12, we may not alter your Territory under any circumstances.

You may operate your Assisting Hands Business only at the approved Office within your Territory. The approved location for your Office will be listed in the Franchise Agreement. If you have not identified an approved location for your Office when you sign the Franchise Agreement, as is typically the case, you

and we will agree on the approved location in writing and amend the Franchise Agreement after you select and we approve the approved location. Although we may assist you in selecting a location for your Office, you are solely responsible for selecting the approved location and negotiating the lease or purchase term. You are not guaranteed any specific approved location and you may not be able to obtain your top choice as your approved location. If the lease for your Office expires or is terminated without your fault, or if the site for your Office is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate your Assisting Hands Franchise to a new site acceptable to us, provided you will be required to reimburse us for our costs associated with your relocation. Relocation for any other reason will be subject to our approval, which may be withheld in our sole discretion. Any relocation will be subject to the site selection and lease provisions stated above. Any relocation will be at your sole expense. Our approval will, among other things, be based on the following factors: where your Office will be located, whether or not such relocation will infringe upon the rights of other franchisees, and the time it will take to relocate your Office.

If you wish to purchase an additional Assisting Hands Franchise, you must apply to us, and we may, at our discretion, offer an additional Franchise to you. We consider a variety of factors when determining whether to grant additional Franchises. Among the factors we consider, in addition to the then-current requirements for new Assisting Hands franchisees, are whether or not the franchisee is in compliance with the requirements under their current franchise agreement.

You do not receive the right to acquire additional Assisting Hands Franchises within the Territory. You are not given a right of first refusal on the sale of existing Assisting Hands Franchises.

### **ITEM 13 TRADEMARKS**

The Franchise Agreement and your payment of Royalties grant you the non-exclusive right and license to use the System, which includes the use of the proprietary Marks. You may also use other future trademarks, service marks, and logos we approve to identify your Assisting Hands Franchise.

AHHC has registrations with the United States Patent and Trademark Office (“USPTO”) for the following Marks:

Registered Mark	Registration Number	Registration Date	Register
	3,310,929	October 16, 2007	Principal Register
WHEN YOU CAN'T DO IT ALL. . . GIVE ASSISTING HANDS A CALL	3,667,591	August 11, 2009	Principal Register
YOUR HOME OUR CARE	3,954,609	May 3, 2011	Principal Register
FAMILY OF FRANCHISE OWNERS	4,221,179	October 9, 2012	Principal Register

Registered Mark	Registration Number	Registration Date	Register
QUALITY HOME CARE YOU CAN TRUST	4,551,958	June 17, 2014	Principal Register
ASSISTING HANDS	4,564,305	July 8, 2014	Principal Register
WHEN FRIENDS AND FAMILY CAN'T DO IT ALL, GIVE ASSISTING HANDS A CALL	4,851,226	November 10, 2015	Principal Register
FOFO	4,851,228	November 10, 2015	Principal Register
ENSURE CONNECT	6,179,189	October 20, 2020	Principal Register

AHHC claims common law rights in the following trademarks:

Mark	Serial Number	Filing Date	Status
HAPPY, HEALTHY, AND HOME!	Not applicable	Not applicable	Common Law
COMPLETE CARE MANAGEMENT	Not applicable	Not applicable	Common Law

We do not have a federal registration for the common law Marks above. These Marks do not have the same legal benefits and rights as federally registered trademarks. If our right to use these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

All required affidavits and renewals have been filed for the registered Marks. There are no effective adverse material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, and no pending infringement, opposition, or cancellation proceedings or material litigation involving the Marks. No agreement significantly limits our right to use or license the Marks in a manner material to your Franchise. We do not know of either superior prior rights or infringing uses that could materially affect your use of the Marks in any state.

You must follow our guidelines and requirements when using the Marks. You cannot use our name or Mark as part of a corporate name or with modifying words, designs, or symbols unless you receive our prior written consent. You must indicate to the public in any contract, advertisement, and with a conspicuous sign in your Office that you are an independently owned and operated licensed franchisee of Assisting Hands Home Care, LLC. You may not use the Marks in the sale of unauthorized services or products or in any manner we do not authorize. You may not use the Marks in any advertising for the transfer, sale, or other disposition of the Assisting Hands Business, or any interest in the Franchise. All rights and goodwill from the use of the Marks accrue to us. If it becomes advisable at any time, in our sole discretion, for us and/or you to modify or discontinue using any Mark and/or use one or more additional or substitute trademarks or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not reimburse you for your direct expenses of changing signage, for any loss of revenue, or other indirect expenses due to any modified or discontinued Mark, or for your expenses of promoting a modified or substituted trademark or service mark.

You must notify us immediately when you learn about an infringing or challenging use of the Marks. If you are in compliance with the Franchise Agreement, we will defend you against any claim brought against you by a third party alleging your use of the Marks in accordance with the Franchise Agreement, infringes upon that party's intellectual property rights. We may require your assistance, but we will exclusively control any proceeding or litigation relating to our Marks. We have no obligation to pursue any infringing users of our Marks. If we learn of an infringing user, we will take the action appropriate, but we are not required to take any action if we do not feel it is warranted. You must not directly or indirectly contest our right to the Marks. We may acquire, develop, and use additional marks not listed here, and may make those marks available for your use and for use by other franchisees.

#### **ITEM 14**

### **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

The information in the Confidential Operations Manual is proprietary and is protected by copyright and other laws. The designs contained in the Marks, the layout of our advertising materials, the content and format of our products, and any other writings and recordings in print or electronic form are also protected by copyright and other laws. Although we have not applied for copyright registration for the Confidential Operations Manual, our advertising materials, the content and format of our products, or any other writings and recordings, we claim common law and federal copyrights in these items. We grant you the right to use this proprietary and copyrighted information ("Copyrighted Works") for the operation of your Assisting Hands Franchise, but such copyrights remain our sole property.

There are no effective determinations of the United States Copyright Office or any court regarding any Copyrighted Works of ours, nor are any proceedings pending, nor are there any effective agreements between us and third parties pertaining to the Copyrighted Works that will or may significantly limit using our Copyrighted Works. Our Confidential Operations Manual, electronic information and communications, sales and promotional materials, the development and use of our System, standards, specifications, policies, procedures, information, concepts and systems on, knowledge of, and experience in the development, operation and franchising of Assisting Hands Franchises, our training materials and techniques, information concerning product and service sales, operating results, financial performance and other financial data of Assisting Hands Franchises, and other related materials are proprietary and confidential ("Confidential Information") and are our property to be used by you only as described in the Franchise Agreement or Confidential Operations Manual. Where appropriate, certain information has also been identified as trade secrets ("Trade Secrets"). You must maintain the confidentiality of our Confidential Information and Trade Secrets and adopt reasonable procedures to prevent unauthorized disclosure of our Confidential Information and Trade Secrets and use non-disclosure agreements with those having access to Confidential Information.

We will disclose parts of the Confidential Information and Trade Secrets to you as we deem necessary or advisable for you to develop your Assisting Hands Franchise during training and in guidance and assistance furnished to you under the Franchise Agreement, and you may learn or obtain from us additional Confidential Information and Trade Secrets during the term of the Franchise Agreement. The Confidential Information and Trade Secrets are valuable assets of ours and are disclosed to you on the condition that you, and your owners if you are a business entity, and employees agree to maintain the information in confidence by entering into a confidentiality agreement we can enforce. Nothing in the Franchise Agreement will be construed to prohibit you from using the Confidential Information or Trade Secrets in the operation of other Assisting Hands Franchises during the term of the Franchise Agreement.

You must notify us within three days after you learn about another's use of language, a visual image, or a recording of any kind that you perceive to be identical or substantially similar to one of our Copyrighted Works or use of our Confidential Information or Trade Secrets, or if someone challenges your

use of our Copyrighted Works, Confidential Information, or Trade Secrets. We will take whatever action we deem appropriate, in our sole and absolute discretion, to protect our rights in and to the Copyrighted Works, Confidential Information, or Trade Secrets, which may include payment of reasonable costs associated with the action. The Franchise Agreement does not require us to take affirmative action in response to any apparent infringement of or challenge to your use of any Copyrighted Works, Confidential Information, or Trade Secrets, or claim by any person of any rights in any Copyrighted Works, Confidential Information, or Trade Secrets. You must not directly or indirectly contest our rights to our Copyrighted Works, Confidential Information, or Trade Secrets. You may not communicate with anyone except us, our counsel, or our designees regarding any infringement, challenge or claim. We will take action as we deem appropriate regarding any infringement, challenge, or claim, and the sole right to control exclusively any litigation or other proceeding arising out of any infringement, challenge, or claim under any Copyrighted Works, Confidential Information, or Trade Secrets. You must sign any and all instruments and documents, give the assistance, and do acts and things that may, in the opinion of our counsel, be necessary to protect and maintain our interests in any litigation or proceeding or to protect and maintain our interests in the Copyrighted Works, Confidential Information, or Trade Secrets. No patents or patents pending are material to us at this time.

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

The Assisting Hands Franchise shall be managed by you, or if you are an entity, by one of your owners who is a person whose business skill, financial capability and personal character we rely on (“Principal Owner”). We must approve the owner that will serve as the Principal Owner. Under certain circumstances, we may allow you to appoint a general manager (“General Manager”) to run the day-to-day operations of the Assisting Hands Franchise. General Managers must own at least a 10% equity interest in the Assisting Hands Franchise and have at least seven years of general business experience with at least two years of required management experience in one or more of the following roles: human resources manager, accounting/finance manager, project manager or operations manager. Experience in health care and home care is recommended, but not required. Any new Principal Owner and General Manager must successfully complete the Initial Training Program for Assisting Hands franchisees before becoming involved with the supervision, management, or operation of the Assisting Hands Business (See Item 11). You may hire a General Manager to assume responsibility for the daily supervision and operation of your Assisting Hands Business, but only if: 1) we approve the General Manager; 2) the General Manager holds all licenses necessary to manage the Assisting Hands Business and meets all of our other minimum qualifications and requirements for General Managers; 3) the General Manager successfully completes the Initial Training Program at your own expense (See Item 11); and 4) the Principal Owner agrees to assume responsibility for the supervision and operation of your Assisting Hands Business if the General Manager is unable to perform his or her duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement General Manager. The Principal Owner or General Manager must also complete any mandatory refresher or advanced training courses that we require. If you replace a General Manager, the new General Manager must satisfactorily complete our Initial Training Program at your own expense.

Neither you, nor anyone owning an equity interest in the Assisting Hands Business, may have an interest in or business relationship with any business competing with your Assisting Hands Business. Any General Manager and, if you are an entity, an officer that does not own equity in the franchisee entity must sign the System Protection Agreement, the form of which is attached to this Franchise Disclosure Document in Exhibit H. All of your employees, independent contractors, agents or representatives that may have access to our Confidential Information must sign a Confidentiality Agreement (unless they already signed

a System Protection Agreement), the current form of which is attached to this Franchise Disclosure Document in Exhibit H. If you are an entity, each direct and indirect owner (i.e., each person holding a direct and indirect ownership interest in you) and their spouses must sign an “Owners Agreement” guaranteeing the performance of the franchisee, the form of which is attached to the Franchise Agreement as Attachment III. We also require that the spouses of the Franchise owners sign the Owners Agreement.

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

You must sell or offer for sale only those services and products authorized by us and which meet our standards and specifications. You must follow our policies, procedures, methods, and techniques. You must sell or offer for sale all types of services and products specified by us. We may change or add to our required services and products at our discretion with prior notice to you (See Item 8). There are no limitations on our rights to make changes to the required services and products offered by you. If we change or add to our required services and products, the changes or additions will remain in permanent effect, unless we specify otherwise. The amount you must pay for the changes or additions will depend upon the nature and type of changes or additions. You must discontinue selling and offering for sale any services or products that we disapprove. We reserve the right to establish minimum and maximum resale prices for use with multi-area marketing programs and special price promotions as allowed by law.

You may not sell products through other channels of distribution such as wholesale, internet or mail order sales. You may not establish an account or participate in any social networking sites, crowdfunding campaigns or blogs or mention or discuss the Assisting Hands Franchise, us, or our affiliates, without our prior written consent and as subject to our online policy. Our online policy may completely prohibit you from any use of the Marks on social networking sites or other online use.

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

**THE FRANCHISE RELATIONSHIP**

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

Provision	Section in Franchise Agreement	Summary
a. Length of the Franchise term	Section 2.1	10 years.
b. Renewal or extension of the term	Section 2.4	If you are in good standing and you meet other requirements, you may enter into two consecutive successor franchise agreements. Each renewal term will be 10 years, for a total maximum term of 30 years.
c. Requirements for Franchisee to renew or extend	Section 2.4	The term “renewal” refers to extending our franchise relationship at the end of your initial term and any other renewal or extension of the initial term. Your successor franchise rights permit you to remain as a franchisee after the initial term of your Franchise Agreement expires. You must: not be in



Provision	Section in Franchise Agreement	Summary
		default, correct any deficiencies in the operation of your Assisting Hands Franchise identified in our written notice to you before expiration; sign our then-current franchise agreement and any ancillary documents for the successor term, and this new franchise agreement may have materially different terms and conditions (including, for example, those concerning fees and territorial rights) from the Franchise Agreement that covered your initial term; pay a renewal fee (See Item 6); and sign a general release of any and all claims against us, our officers, directors, employees, and agents (See <u>Exhibit H</u> ).
d. Termination by Franchisee	Section 15	You may terminate the Franchise Agreement if you are in compliance with it and we are in material breach and we fail to cure that breach within 30 days of receiving written notice, subject to applicable state law.
e. Termination by franchisor without cause	No provision	Not applicable.
f. Termination by franchisor with cause	Section 15	We can terminate upon certain violations of the Franchise Agreement by you.
g. “Cause” defined – curable defaults	Section 15	You have ten days to cure monetary defaults. You have 20 days to cure the default of any other provision of the Franchise Agreement or specification, standard, or operating procedure not otherwise listed as default subject to termination for cause.
h. “Cause” defined – non-curable defaults	Section 15	You: fail to timely develop or open the Assisting Hands Franchise; you abandon, surrender, transfer control of, or do not actively operate the Assisting Hands Franchise or lose the right to occupy the Assisting Hands Franchise Office; you or any principal owner make an unauthorized transfer or assignment of the Assisting Hands Franchise or its assets; you are adjudged a bankrupt, become insolvent, or make an assignment for the benefit of creditors; you use, sell, or distribute unauthorized products; you or the Assisting Hands Franchise are not able to obtain any permits, licenses, or accreditations necessary for the operation of the Assisting Hands Franchise or if any such permits, licenses, or accreditations are suspended, revoked, or terminated; you or your principal owners are convicted of a felony, or are convicted or plead no contest to

Provision	Section in Franchise Agreement	Summary
		any crime or offense that adversely affects the reputation of the Assisting Hands Franchise and the goodwill of our Marks; you violate any health or safety law, ordinance, or regulation, or operate the Assisting Hands Franchise in a way that creates a health or safety hazard; or you fail on three or more occasions within any active 12-month period to comply with the Franchise Agreement regardless of whether you properly cured the default(s).
i. Franchisee’s obligations on termination/ non-renewal	Section 16	Obligations include: payment of all amounts due; refraining from using our Marks, returning to us or destroying (as we specify) all customer lists, forms, and materials bearing our Marks or concerning the Assisting Hands Franchise; complete de-identification, return of the Confidential Operations Manual, all Confidential Information, and Trade Secrets; and abiding by the post-term non-compete provisions in the Franchise Agreement.
j. Assignment of contract by franchisor	Section 14.3	No restriction on our right to assign.
k. “Transfer” by Franchisee – defined	Section 14	Transfer includes any voluntary, involuntary, direct, or indirect assignment, sale, gift, exchange, grant of a security interest, or change of ownership in the Franchise Agreement, the Assisting Hands Business, or any interest in the Franchise.
L. Franchisor approval of transfer by Franchisee	Section 14.4	We have the right to approve all transfers; any transfer to immediate relatives (parents, children, siblings) is automatically approved with no transfer fee.
m. Conditions for franchisor approval of transfer by Franchisee	Section 14.5	New owner must have sufficient business experience, aptitude, and financial resources to operate the Assisting Hands Franchise, as determined by the sole discretion of the franchisor; you must pay all amounts due us or our affiliates; new owner and its director must successfully complete our Initial Training Program; your landlord must consent to transfer of the lease, if any; you must pay us a transfer fee; you, your principal owners, and spouses must sign a general release in favor of us, our affiliates, and our and their officers, directors, employees, and agents; new owner must agree to remodel to bring the Assisting Hands Franchise to

Provision	Section in Franchise Agreement	Summary
		current standards; new owner must assume all obligations under your Franchise Agreement or, at our option, sign a new franchise agreement using our then-current form; you must reimburse us our costs, including any broker fees incurred by us; you and your principal owners must sign a non-competition agreement agreeing not to engage for two years in a competitive business within 15 miles of your Assisting Hands Franchise's Territory or any other Assisting Hands Franchise. We also may approve the material terms of the transfer and require that you subordinate any installment payments to the new owners' obligation to pay us.
n. Franchisor's right of first refusal to acquire Franchisee's business	Section 14.6	We have 30 days to match any offer for your Assisting Hands Business.
o. Franchisor's option to purchase Franchisee's business	Section 16.6	We may, but are not required to, purchase your Assisting Hands Franchise, inventory, or equipment at fair market value by giving you written notice of our intent to exercise this option within 30 days after the date of termination or expiration of the Franchise Agreement.
p. Death or disability of Franchisee	Section 14.7	The Franchise Agreement must be transferred or assigned to a qualified party within 12 months of the death or disability of all owners, or the Franchise Agreement may be terminated.
q. Non-competition covenants during the term of the Franchise	Section 9.3	Neither you, your principal owners, nor any immediate family members of you or your principal owners may participate in a diverting business, have no owning interest in, loan money to, or perform services for a competitive business anywhere, and you may not interfere with our or our other franchisees' Assisting Hands Franchise(s). Subject to applicable state law.

Provision	Section in Franchise Agreement	Summary
r. Non-competition covenants after the Franchise is terminated or expires	Section 16.5	Owners cannot have an interest in any competitive business within (i) 15 miles from Franchisee's Assisting Hands Franchise (including the premises of the approved location of Franchisee), and (ii) a 15-mile radius from all other Assisting Hands Businesses that are operating or under development, for one year. Owners may not solicit any customer of the Franchise or any Assisting Hands Franchise for one year. These provisions are subject to applicable state law.
S. Modification of the Franchise Agreement	Section 20	No modifications to Franchise Agreement during the term unless agreed to in writing, but the Confidential Operations Manual is subject to change at any time in our discretion. Modifications are permitted on renewal.
T. Integration/merger clause	Section 20	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of this Franchise Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 17.8, 17.9, 17.10	Except for certain claims, all disputes must be mediated and arbitrated in the city of or closest to our principal place of business (currently Nampa, Idaho), subject to applicable state law.
V. Choice of forum	Section 17.13	Litigation, arbitration and mediation must be in Nampa, Idaho (or in the state or federal court closest to our principal place of business (currently Nampa, Idaho), subject to applicable state law.
w. Choice of law	Section 17.13	Idaho law applies, subject to applicable state law.

**ITEM 18  
PUBLIC FIGURES**

We do not use any public figures to promote our Franchise.

**ITEM 19  
FINANCIAL PERFORMANCE REPRESENTATIONS**

The FTC's Franchise Rule permits a franchisor to disclose 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 performance at a particular location or under particular circumstances.

As of December 31, 2023, we had a total of 185 franchised Assisting Hands Businesses (“Franchised Locations”), and five affiliate-owned Assisting Hands Businesses (“Affiliate Locations”). The five Affiliate Locations were operated out of five offices. The 185 Franchised Locations were operated out of 82 Offices.

The information in the tables below is a historical financial performance representation of the 164 Franchised Locations and five Affiliate Locations that were in operation for 12 months or longer as of December 31, 2023 and four Franchised Locations that were open for less than 12 months but owned by existing franchisees that cumulatively report (“Reporting Group”) for the 2023 calendar year (“Reporting Period”). 21 Franchised Locations opened in 2023 and were not open for 12 months or longer as of December 31, 2023. Of those 21 locations, four were opened by existing franchisees and are included in this Item 19 because the existing franchisees report Gross Revenue collectively across multiple Franchised Locations and they were not able to accurately separate out the Gross Revenue by individual Franchise Location. Six Franchised Locations ceased operations or were terminated during the Reporting Period and have been excluded from the Reporting Group. The numbers below have not been audited, but we have no reason to doubt their accuracy.

All of the Assisting Hands Businesses in the Reporting Group offer similar services and face a similar degree of competition anticipated for the Assisting Hands Businesses offered under this Disclosure Document. Affiliate Locations do not pay the Royalty Fee and are not subject to the Local Advertising Requirement but do contribute to the National Advertising Fund. We provide substantially all of the same services and assistance to Affiliate Locations that we provide to Franchised Locations.

**Table 1**  
**Gross Revenue for the Affiliate Locations**  
**During the Reporting Period**

Location	Number of Assisting Hands Businesses	Number of Offices	Gross Revenue
Boise, ID	4	4	\$3,378,525
Logan, UT	1	1	\$429,865

**Table 2**  
**Gross Revenue for the Franchised Locations**  
**During the Reporting Period**

Location	Number of Assisting Hands Businesses	Number of Offices	Year Opened*	Gross Revenue
Cave Creek, AZ	1	1	2022	\$532,826
Phoenix, AZ	4	2	2009	\$8,028,791
Dana Pont, CA	1	1	2022	\$475,426
Danville, CA	1	1	2022	\$182,965
Laguna Hills, CA	1	1	2021	\$2,007,943
Newport Beach, CA	1	1	2008	\$2,896,743
Rancho Bernardo, CA	6	1	2012	\$1,032,314
Yorba Linda, CA	1	1	2022	\$223,293
Broomfield, CO	1	1	2021	\$451,157
Centennial, CO	2	1	2019	\$1,965,527
Littleton, CO	2	1	2021	\$558,005
Boca Delray, FL	2	1	2020	\$799,903
Brevard, FL	2	1	2015	\$8,929,847
Ft. Lauderdale, FL	4	1	2020	\$1,606,878
Fort Myers, FL	3	1	2021	\$1,145,759
Jacksonville Beaches, FL	2	1	2022	\$696,713
Miami, FL	1	1	2011	\$3,793,115
Miami Beach, FL	1	1	2016	\$1,217,271
Naples, FL	1	1	2009	\$8,817,455
Palm Beach, FL	2	1	2012	\$4,227,257
Pinellas, FL	2	1	2014	\$1,030,175
Tampa Bay, FL	2	1	2013	\$509,545
Tampa Gulf Coast, FL	6	2	2014	\$4,495,672



Location	Number of Assisting Hands Businesses	Number of Offices	Year Opened*	Gross Revenue
West Broward, FL	2	1	2013	\$2,355,408
Pasco, FL	4	1	2015	\$3,504,508
Polk County, FL	2	1	2019	\$4,265,071
West Orange, FL	3	2	2021	\$2,282,944
Winter Park, FL	5	1	2020	\$2,110,239
Volusia, FL**	2	1	2022	\$1,413,872
Duluth, GA	2	1	2021	\$146,980
Forsyth, GA	2	1	2020	\$500,073
Arlington Heights, IL	2	1	2017	\$1,405,233
Deerfield, IL	2	1	2017	\$922,578
Elgin, IL	2	1	2014	\$1,374,046
Fox Valley South, IL	2	1	2017	\$886,953
Lombard, IL	1	1	2018	\$1,224,656
Matteson, IL	1	1	2018	\$904,470
Naperville, IL	4	2	2009	\$1,947,461
Palos, IL	1	1	2020	\$809,115
Rockford, IL	1	1	2022	\$1,064,764
Schaumburg, IL	2	1	2017	\$1,931,705
Boston NW, MA	4	1	2018	\$2,450,861
Wilmington, MA	2	1	2018	\$1,308,414
Columbia, MD	1	1	2016	\$769,039
Frederick County, MD	2	1	2019	\$1,754,042
Potomac, MD	4	1	2014	\$8,615,789
Clinton Township, MI	1	1	2018	\$228,251
Milford, MI	2	1	2020	\$2,723,826

Location	Number of Assisting Hands Businesses	Number of Offices	Year Opened*	Gross Revenue
Minneapolis, MN	1	1	2012	\$955,666
Lee's Summit, MO	2	1	2022	\$899,299
Cary, NC	1	1	2022	\$205,998
Central, NJ	4	1	2014	\$1,902,353
Livingston, NJ	4	1	2018	\$6,744,322
Monmouth, NJ	5	1	2015	\$1,826,529
Northwest Las Vegas, NV	1	1	2022	\$468,946
South Central Las Vegas, NV	1	1	2020	\$676,686
Berea, OH**	2	1	2020	\$875,935
Cincinnati, OH	7	2	2013	\$10,021,397
North Central, OH	1	1	2019	\$654,904
Westlake, OH	1	1	2022	\$410,002
Happy Valley, OR	2	1	2017	\$1,538,463
Collegeville, PA	1	1	2010	\$761,325
Midlands, SC	1	1	2012	\$478,552
Fort Worth West, TX	1	1	2013	\$651,556
Frisco, TX	2	1	2022	\$873,892
Humble, TX	2	1	2008	\$468,457
Mansfield, TX**	2	1	2022	\$1,493,333
Pearland, TX	1	1	2016	\$890,327
Preston Hollow, TX	2	1	2016	\$607,171
West Austin, TX	2	1	2016	\$964,020
West Houston, TX	2	1	2014	\$817,113
Arlington, VA	3	1	2018	\$4,766,302

Location	Number of Assisting Hands Businesses	Number of Offices	Year Opened*	Gross Revenue
Loudoun, VA	1	1	2016	\$1,091,872
Reston, VA	2	1	2018	\$1,577,343
Richmond, VA	5	1	2019	\$695,434
Menomonee Falls, WI	1	1	2017	\$2,168,746
SW Milwaukee, WI**	3	1	2019	\$406,042

\*The “Year Opened” date indicates the year the Franchised Location opened its first Assisting Hands Business and Office.

\*\*These franchisees each opened an additional Assisting Hands Business during 2023. Because franchisees report all revenue collectively across Assisting Hands Businesses, the figures in the Gross Revenues column include the Gross Revenue from these additional Assisting Hands Businesses. As a result, these franchisees’ reports include higher Gross Revenue than would be expected for the number of Assisting Hands Businesses listed.

Notes to Table 1 and Table 2:

1. The term “Gross Revenue” means the total selling price of all services and products sold at, or from, or through your Assisting Hands Business whether or not sold or performed in connection with your Assisting Hands Business and all income of every other kind and nature related to the Assisting Hands Business operation, whether for cash or credit and regardless of collection in the case of credit. Gross Revenue does not include: (i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by you to the appropriate governmental authority; and (ii) all customer refunds, valid discounts and coupons, and credits made by the Assisting Hands Business (exclusions will not include any reductions for credit card user fees, returned checks or reserves for bad credit or doubtful accounts).
2. The financial performance representations above do 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 franchised business. Franchisees or former franchisees, listed in the Disclosure Document, may be one source of this information.
3. You may operate up to three Assisting Hands Businesses from one Office, provided that they have adjoining territories. In the past, we allowed certain franchisees to operate more than three Assisting Hands Businesses from one Office. We allow franchisees with multiple Assisting Hands Businesses to report a combined Gross Revenue figure to us. We do not collect or require franchisees to provide us with separate Gross Revenue numbers for each Assisting Hands Business they operate. Because the Gross Revenue figures above include aggregate totals from franchisees with multiple Assisting Hands Businesses, these figures may include significantly higher Gross Revenue than the typical franchisee would generate operating a single Assisting Hands Business.

A breakdown of the Gross Revenue by each Assisting Hands Business would result in significantly lower Gross Revenue for franchisees with multiple Assisting Hands Businesses.

Written substantiation of the financial performance representation will be made available to the prospective franchisee upon reasonable request.

**Some outlets have sold this amount. Your individual results may differ. There is no assurance that you'll sell as much.**

Other than the preceding financial performance representation, Assisting Hands Home Care, LLC does 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 the franchisor's management by contacting Lane Kofoed at 5700 E. Franklin Road, Suite #105, Nampa, Idaho 83687, 208-321-5510, the Federal Trade Commission, and the appropriate state regulatory agencies.

**ITEM 20  
OUTLETS AND FRANCHISEE INFORMATION**

Table No. 1

System-wide Outlet Summary  
For years 2021 to 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	142	151	+9
	2022	151	170	+19
	2023	170	185	+15
Company-Owned*	2021	4	4	0
	2022	4	5	+1
	2023	5	5	0
Total Outlets	2021	146	155	+9
	2022	155	175	+20
	2023	175	190	+15

\*Four company-owned outlets in this Item 20 are owned by our affiliate, Wada; and one is owned by us.

Table No. 2

Transfers of Outlets from Franchisees to New Owners  
(other than the Franchisor)  
For years 2021 to 2023

State	Year	Number of Transfers
Arizona	2021	3
	2022	0
	2023	2
California	2021	0
	2022	1
	2023	0
Florida	2021	3
	2022	1
	2023	2
Georgia	2021	0
	2022	0
	2023	2
Illinois	2021	0
	2022	0
	2023	1
New Jersey	2021	0
	2022	0
	2023	4
Pennsylvania	2021	1
	2022	0
	2023	0
Virginia	2021	0
	2022	1
	2023	0
Totals	2021	7
	2022	3
	2023	11

Table No. 3

Status of Franchised Outlets  
For years 2021 to 2023

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Arizona	2021	3	0	0	0	0	0	3
	2022	3	3	0	0	0	0	6
	2023	6	1	0	0	0	0	7
California	2021	12	1	0	0	0	4	9
	2022	9	2	0	0	0	0	11
	2023	11	3	0	0	0	0	14
Colorado	2021	1	4	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Florida	2021	35	4	0	0	0	0	39
	2022	39	7	0	0	0	0	46
	2023	46	4	0	0	0	0	50
Georgia	2021	2	2	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
Illinois	2021	18	0	0	0	0	0	18
	2022	18	1	1	0	0	0	18
	2023	18	0	0	0	0	0	18
Kansas	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Kentucky	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Maryland	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	1	7
	2023	7	1	0	0	0	0	8
Massachusetts	2021	6	0	0	0	0	0	6
	2022	6	0	0	0	0	0	6
	2023	6	0	0	0	0	0	6
Michigan	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2021	1	0	0	0	0	0	1



State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations-Other Reasons	Outlets at End of the Year
Minnesota	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Missouri	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Nevada	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	0	0	0	0	2
New Jersey	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	2	15
	2023	15	4	0	0	2 <sup>(1)</sup>	0	17
North Carolina	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Ohio	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
	2023	9	1	0	0	0	0	10
Oregon	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Pennsylvania	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
South Carolina	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Tennessee	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	2	0	0	0	0	2
Texas	2021	13	0	0	0	0	0	13
	2022	13	3	0	0	0	0	16
	2023	16	2	2	1	0	1	14
Virginia	2021	9	0	0	0	0	0	9
	2022	9	2	0	0	0	0	11
	2023	11	0	0	0	0	0	11

State	Year	Outlets at Start of the Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
Wisconsin	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
Totals	2021	142	13	0	0	0	4	151
	2022	151	23	1	0	0	3	170
	2023	170	21	2	1	2	1	185

(1) We purchased two territories from an Area Representative, but no Assisting Hands Businesses were closed.

Table No. 4

Status of Company-Owned Outlets  
For years 2021-2023

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
Idaho	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
	2023	4	0	0	0	0	4
Utah	2021	0	0	0	0	0	0
	2022	0	1	0	0	0	1
	2023	1	0	0	0	0	1
Totals	2021	4	0	0	0	0	4
	2022	4	1	0	0	0	5
	2023	5	0	0	0	0	5

Table No. 5

Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
California	1	1	0
Illinois	1	1	0
Kentucky	1	0	0
New Hampshire	1	0	0
Ohio	1	1	0
Texas	3	1	0
Total	8	4	0

Assisting Hands Franchises are operated from Office locations. As of the Issuance Date of this Franchise Disclosure Document, a franchisee may run up to three adjacent Franchises out of one Office. For purposes of Item 20, we refer to “Outlets” as Franchises and not the physical Offices.

The names, addresses, and telephone numbers of our current franchisees are attached to this Franchise Disclosure Document as Exhibit D. The name, last known address, and telephone number of every current franchisee and every franchisee who has had an Assisting Hands Franchise terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our franchise agreement during the one year period ending December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document is listed in Exhibit D. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experiences with the Assisting Hands System. You may wish to speak with current and former franchisees, but know that not all such franchisees can communicate with you. During the last three fiscal years, we have had franchisees sign confidentiality provisions that would restrict their ability to speak openly about their experiences with the Assisting Hands System. If you buy an Assisting Hands Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific franchisee organizations.

## **ITEM 21 FINANCIAL STATEMENTS**

Exhibit E contains the financial statements required to be included with this Franchise Disclosure Document: audited financial statements for the periods ending December 31, 2023, December 31, 2022 and December 31, 2021. Our fiscal year end is December 31<sup>st</sup>.

## **ITEM 22 CONTRACTS**

The following exhibits contain proposed agreements regarding the Franchise:

Exhibit B	Franchise Agreement
Exhibit F	State Addenda and Agreement Riders
Exhibit H	Contracts for use with the Assisting Hands Franchise

## **ITEM 23 RECEIPTS**

The last pages of this Franchise Disclosure Document, Exhibit J, are a detachable document, in duplicate. Please detach, sign, date, and return one copy of the Receipt to us, acknowledging you received this Franchise Disclosure Document. Please keep the second copy for your records.

**EXHIBIT A**

**STATE ADMINISTRATORS AND  
AGENTS FOR SERVICE OF PROCESS**

**STATE ADMINISTRATORS AND  
AGENTS FOR SERVICE OF PROCESS**

<p><b><u>CALIFORNIA</u></b></p> <p><u>State Administrator and Agent for Service of Process:</u></p> <p>Commissioner Department of Financial Protection and Innovation 320 W. 4<sup>th</sup> Street, #750 Los Angeles, CA 90013 (213) 576-7500 (866) 275-2677</p> <p><b><u>HAWAII</u></b></p> <p>Commissioner of Securities of the State of Hawaii 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p> <p><u>Agent for Service of Process:</u></p> <p>Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722</p> <p><b><u>ILLINOIS</u></b></p> <p>Illinois Attorney General Chief, Franchise Division 500 S. Second Street Springfield, IL 62706 (217) 782-4465</p> <p><b><u>INDIANA</u></b></p> <p>Secretary of State Securities Division Room E-018 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681</p> <p><b><u>MARYLAND</u></b></p> <p>Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360</p>	<p><b><u>MARYLAND (CONTINUED)</u></b></p> <p><u>Agent for Service of Process:</u></p> <p>Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020</p> <p><b><u>MICHIGAN</u></b></p> <p>Michigan Department of Attorney General Consumer Protection Division 525 W. Ottawa Street Lansing, MI 48913 (517) 373-7117</p> <p><b><u>MINNESOTA</u></b></p> <p>Department of Commerce Commissioner of Commerce 85 Seventh Place East, Suite 280 St. Paul, MN 55101-3165 (651) 539-1600</p> <p><b><u>NEW YORK</u></b></p> <p><u>Administrator:</u></p> <p>NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21<sup>st</sup> Floor New York, NY 10005 (212) 416-8222</p> <p><u>Agent for Service of Process:</u></p> <p>Secretary of State 99 Washington Avenue Albany, NY 12231</p> <p><b><u>NORTH DAKOTA</u></b></p> <p><u>Administrator:</u></p> <p>North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712</p> <p><u>Agent for Service of Process:</u></p> <p>Securities Commissioner 600 East Boulevard Avenue State Capitol, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510</p>	<p><b><u>RHODE ISLAND</u></b></p> <p>Department of Business Regulation 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920 (401) 462-9527</p> <p><b><u>SOUTH DAKOTA</u></b></p> <p>Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563</p> <p><b><u>VIRGINIA</u></b></p> <p>State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9<sup>th</sup> Floor Richmond, VA 23219</p> <p><u>Agent for Service of Process:</u></p> <p>Clerk of the State Corporation Commission 1300 E. Main Street, 1<sup>st</sup> Floor Richmond, VA 23219</p> <p><b><u>WASHINGTON</u></b></p> <p><u>State Administrator:</u></p> <p>Washington Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760</p> <p><u>Agent for Service for Process:</u></p> <p>Director of Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501</p> <p><b><u>WISCONSIN</u></b></p> <p>Department of Financial Institutions Division of Securities 201 W. Washington Avenue Madison, WI 53703 (608) 266-3364</p>
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Rev. 090723

**EXHIBIT B**

**FRANCHISE AGREEMENT**



**EXHIBIT B**



**ASSISTING HANDS HOME CARE, LLC**

**FRANCHISE AGREEMENT**

\_\_\_\_\_  
FRANCHISEE

\_\_\_\_\_  
DATE OF AGREEMENT

\_\_\_\_\_  
FRANCHISED BUSINESS NUMBER

\_\_\_\_\_  
FRANCHISED BUSINESS ADDRESS

\_\_\_\_\_

\_\_\_\_\_

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**ATTACHMENTS:**

Attachment I	Franchise Data Sheet
Attachment II	Ownership Interests in Franchise Owner
Attachment III	Owners Agreement

# ASSISTING HANDS HOME CARE, LLC

## FRANCHISE AGREEMENT

This Franchise Agreement (this “Franchise Agreement”) is being entered as of the date listed on Attachment I to this Franchise Agreement (“Effective Date”). The parties to this Franchise Agreement are Assisting Hands Home Care, LLC, an Arizona limited liability company (“we,” “us,” “our” “Assisting Hands” or the “Company”), and the franchisee listed on Attachment I to this Franchise Agreement (“you” “your” or “Franchisee”). While we expect and intend that you are signing this Franchise Agreement as an individual, we may allow Franchisee to be a corporation, partnership, limited liability company, or other legal entity (an “Entity”) pursuant to certain terms and conditions of the Franchise Agreement, as further discussed below.

### 1. INTRODUCTION.

This Franchise Agreement has been written in an informal style in order to make it more easily readable and to be sure that you become thoroughly familiar with all of the important rights and obligations the Franchise Agreement covers before you sign it. Certain provisions in this Franchise Agreement also refer, and may be applicable, to Principal Owners. “Principal Owners” means those principal shareholders, partners, members, officers and directors upon whose business skill, financial capability and personal character we may rely in the case Franchisee is an Entity.

Through the expenditure of considerable time, effort and money, we and our affiliates have devised a system for the establishment and operation of an Assisting Hands Business model that specializes in providing in-home, non-medical and medical (if you meet our qualifications) personal assistance, and offers other related services and products (all of which we refer to in this Franchise Agreement as the “System”). This business model includes individual businesses offering all of our franchised services and products (each, individually, a “Business” or “Assisting Hands Business,” and collectively, the “Businesses” or “Assisting Hands Business”). We identify the System by the use of certain trademarks, service marks and other commercial symbols, including the mark “Assisting Hands” and certain associated designs, artwork and logos, which we may change or add to from time to time (the “Marks”).

From time to time we grant, to persons who meet our qualifications, franchises to own and operate an Assisting Hands Business under the System in a specified geographic territory. This Franchise Agreement is being presented to you because of the desire you have expressed to obtain the right to develop, own, and operate an Assisting Hands Business (we refer to your Assisting Hands franchise in this Franchise Agreement as the “Franchise” or the “Franchised Business”).

If you (or one of your affiliates) and us have also signed separate agreement granting you an area representative franchise to refer, manage, and administer regional marketing opportunities for the Assisting Hands Business network in a specific geographic area (an “Area Representative Agreement”), then this Franchise Agreement (i.e., not the Area Representative Agreement) covers our and your respective obligations, covenants, and other rights in connection with your development and operation of your Assisting Hands Franchised Business (the “Pilot Business”).

This Franchise Agreement includes several attachments, each of which are legally binding and are a part of the complete Franchise Agreement. You represent that Attachment II to this Franchise Agreement completely and accurately describes all of your owners and their interests in you as of the Effective Date. You and your owners agree to sign and deliver to us revised versions of Attachment II periodically to reflect any permitted changes in the information that Attachment II now contains.

To induce us to enter into this Franchise Agreement, all persons with you if you are an entity, you must have each of your owners with a direct or indirect ownership interest in the Franchised Business, and their spouses, must sign and deliver to us the Owners Agreement in the form attached to this Franchise Agreement as Attachment III. If you are an entity, each individual owner (i.e., each natural person holding a direct or indirect ownership interest greater than five percent (5%) in you) and their spouses must sign the Owners Agreement in the form attached to this Franchise Agreement as Attachment III. Any future persons and their spouses must sign and deliver revised versions of Attachment III as a condition of, and in order to reflect any permitted changes in ownership in connection with any permitted transfer of ownership under this Franchise Agreement.

## 2. GRANT OF FRANCHISE.

2.1 *Term.* You have applied for a franchise to own and operate an Assisting Hands Business, in reliance on all of the representations you made in that application, and we have approved your application. As a result, and subject to the provisions of this Franchise Agreement, we grant to you a franchise to operate a Business offering all products, services and proprietary programs of ours, in accordance with all elements of the System, that we may require for Assisting Hands Businesses.

You must operate the Franchise at a mutually agreeable site (the “Office”). If the Office location is known and approved by us as of the Effective Date, it shall be inserted in Attachment I to this Franchise Agreement. If the Office location is unknown as of the Effective Date, it shall be identified after the signing of this Franchise Agreement. This Franchise Agreement shall have an initial term of ten consecutive years (the “Initial Term”). The Initial Term will begin on the Effective Date. Termination or expiration of this current Franchise Agreement will constitute a termination or expiration of your Franchise. (All references to the “Term” of this Franchise Agreement refer to the period from the Effective Date to the date on which this Franchise Agreement actually terminates or expires.)

2.2 *Best Efforts and Full-Term Performance.* Only you are authorized to operate the Franchise. You specifically agree to be obligated to operate the Franchise, perform the obligations of this Franchise Agreement, and continuously exert your best efforts to promote and enhance the business of the Franchise for the full term of this Franchise Agreement. Except as specifically set forth in this Franchise Agreement, you may not delegate or assign any of the Franchise’s rights or obligations under this Franchise Agreement or any aspect of the management or operation of the Franchise.

2.3 *Territory and Relocation; Reservation of Rights.* Provided you are in full compliance with this Franchise Agreement, neither we nor our affiliates will operate or grant a franchise for the operation of another Assisting Hands Business located within the territory described in Attachment I (the “Territory”). You and we will mutually designate your Territory upon the signing of this Franchise Agreement. You may offer services or products in your Territory from outside your Territory if you follow our extra-territorial policies as contained in our Confidential Operations Manual (defined below in Section 5.1) which state: 1) you may not sell products or services in another franchisee’s territory; 2) you must obtain our prior written consent to offer services and products from outside your Territory; and 3) you will discontinue offering such services and transfer all clients if an Assisting Hands franchisee purchases an Assisting Hands Business in that area. If you serve a client in a territory of another franchisee without their written consent or are otherwise in violation of your territorial restrictions, you will have to pay a territory infringement fee as described in Section 6.5. Except as otherwise provided in this Section 2.3, we retain all rights with respect to Assisting Hands Businesses, the Marks and the System, including (by way of example only and not as a limitation) to:

(a) own, franchise, acquire, operate and license to others to operate Assisting Hands Businesses at any location outside of the Territory, regardless of the proximity to your Assisting Hands Business (even if there may be some impact to your business within the Territory);

(b) exclusively reserve the internet as a channel of distribution for us, and you may not independently market on the internet or conduct e-commerce without our prior written approval and subject to the policies and procedures in our Confidential Operations Manual;

(c) use and license the use of other proprietary and non-proprietary marks or methods, which are not the same as or confusingly similar to the Marks, whether in alternative channels of distribution or in the operation of a business offering non-medical and medical in-home support and related products and services, at any location, including within the Territory, which may be similar to or different from the Assisting Hands Business operated by you;

(d) engage in any transaction, including to purchase or be purchased by, merge or combine with, to convert to the System or be converted into a new system with any business whether franchised or corporately owned, including a business that competes directly with your Assisting Hands Business, whether located inside or outside the Territory, provided that any Franchise located inside of your Territory will not operate under the Marks;

(e) implement multi-area marketing programs, which may allow us or others to solicit or sell to customers anywhere. We also reserve the right to issue mandatory policies to coordinate such multi-area marketing programs.

If the lease for the Office expires or is terminated without your fault, or if the Office is destroyed, condemned, or otherwise rendered unusable, we will allow you to relocate the Franchise to a new site acceptable to us within the Territory, provided you will reimburse us for our costs associated with your relocation. Any relocation will be at your sole expense, and you agree to fully de-identify the former Office of the Franchised Business in accordance with our requirements at your sole cost and expense.

If you currently operate a business similar to the Assisting Hands Business for at least six months and otherwise meet our qualifications to convert your existing business to an Assisting Hands Business you will indicate this on Attachment I to this Franchise Agreement and agree to execute the “Addendum for Conversion Owners” attached to our Franchise Disclosure Document (“FDD”) as Exhibit H-7 concurrent with this Franchise Agreement.

#### 2.4 Renewal of Franchise.

(a) *Franchise Owner’s Right to Renew.* Subject to the provisions of subparagraph (b) below, and provided that:

(i) you have substantially complied with all provisions of this current Franchise Agreement and all other agreements between us;

(ii) this current Franchise Agreement or any successor agreement has not been terminated; and

(iii) pursuant to subsection (c) below, you sign our then-current form of Franchise Agreement and ancillary documents applicable to Assisting Hands Businesses as we may require for each renewal period,

then, upon expiration of the Initial Term, you will have the right to renew the Franchise upon the expiration of each additional term, provided that you meet the requirements to sign a Successor Franchise Agreement. If this Franchise Agreement is the initial franchise agreement for your Assisting Hands Business, you may enter into a maximum of two additional terms of ten consecutive years per term pursuant to our then-current Successor Franchise Agreement. If you are renewing an initial franchise agreement with us under this Franchise Agreement, the renewal provisions in your initial franchise agreement will set forth the length of the Term of this Franchise Agreement.

(b) *Notice of Deficiencies and Other Requirements.* At least six months before the expiration of the Franchise, we agree to give you written notice of any deficiencies in your operation or in the historical performance of the Franchise that could cause us not to renew the Franchise. If we will permit renewal, our notice will state what actions you must take to correct the deficiencies in your operation of the Franchise or of the Office and will specify the time period within which those deficiencies must be corrected and any other requirements satisfied. Renewal of the Franchise will be conditioned on your continued compliance with all the terms and conditions of this Franchise Agreement up to and including expiration. If we send a notice of non-renewal, it will state the reasons for our refusal to renew.

(c) *Renewal Agreement; Releases.* To renew the Franchise, we, you and your Principal Owners must execute the then-current form of franchise agreement, which may contain materially different terms and conditions than this Franchise Agreement (including, for example, higher fees and changed territorial rights) ("Successor Franchise Agreement") and any ancillary agreements we are then customarily using in the grant or renewal of franchises for the operation of Assisting Hands Businesses (with appropriate modifications to reflect that the agreement relates to the grant of a renewal franchise), except that no initial franchise fee will be payable upon renewal of the Franchise. However, you must pay to us a renewal fee equal to ten percent (10%) of our then-current initial franchise fee. If we are not offering franchises for sale at the time of renewal, the renewal fee will be 10% of the Initial Franchise Fee in the most recent FDD, plus any attorney fees (should there be any). You and your Principal Owners, and you and their spouses, must also execute general releases, in a form satisfactory to us, of any and all known and unknown claims against us and any affiliates we may have, and our and their respective owners, officers, directors, employees, and agents. At the time of renewal, should a judgment against us be in place, we will not include this judgment in the required releases to be signed.

(d) *Interim Period.* If you do not sign a Successor Franchise Agreement prior to the expiration of this Franchise Agreement and continue to accept the benefits of this Franchise Agreement after the expiration of this Franchise Agreement, then at our option, this Franchise Agreement may be treated either as (i) expired as of the date of expiration with you then operating without a franchise to do so and in violation of our rights; or (ii) continued on a month-to-month basis ("Interim Period") until one party provides the other with written notice of such party's intent to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. In the latter case, all your obligations shall remain in full force and effect during the Interim Period as if this Franchise Agreement had not expired, and all obligations and restrictions imposed on you upon expiration of this Franchise Agreement shall be deemed to take effect upon termination of the Interim Period.



### 3. THE DEVELOPMENT AND OPENING OF THE FRANCHISE.

#### 3.1 *Site Approval; Lease or Purchase of Office*

(a) You will use your best efforts to seek and select a proposed site for the Office within the Territory that is acceptable to us for the operation of the Franchise. If not already identified as of the Effective Date, you must select the proposed site within 30 days following the Effective Date. You must submit to us, in the form we specify, a description of the site and such other information or materials as we may reasonably require. We will not unreasonably withhold approval of a site provided it is a business setting sufficient to allow you to conduct the Franchised Business. In certain situations, we will approve the use of an executive suite for the Office. Our approval of a site shall not constitute, nor be deemed, a representation or warranty as to the likelihood of success of an Assisting Hands Business at such location, or a representation or warranty as to the relative desirability of such location in comparison to other locations within the Territory. While Assisting Hands may terminate this Franchise Agreement should you fail to identify a mutually agreeable site within the aforementioned 30-day period, the Franchise Agreement will not be terminated should you be able to provide evidence that a reasonable search has been conducted.

(b) At any time during the Term, you may request (subject to our approval), or we may recommend, that you open and operate one or more additional locations to support the growing client base served by, the diversity of personnel employed by, or impacting the Franchise within the Territory. Any additional location (or locations) of the Franchise will be deemed an extension of the Office for purposes of this Franchise Agreement with respect to the System, compliance with specifications, and any of your operational obligations in connection with the Franchise, as applicable.

3.2 *Development of the Franchise.* You agree at your own expense to do the following: (a) within 30 days of the Effective Date file the necessary paperwork and begin the applicable processes to obtain your licenses and state registrations; (b) within 90 days of the Effective Date secure a lease for the Office; (c) within 180 days of the Effective Date: (1) secure all financing required to fully develop the Franchise; (2) obtain all required building, utility, sign, health, sanitation and business permits and licenses and any other required permits and licenses, such as state accreditation or licensure requirements; (3) purchase and install all required equipment, furniture, fixtures, furnishings and signs; (4) complete the training requirements detailed in Section 4 of this Franchise Agreement; (5) purchase an opening inventory of products and other supplies and materials; (6) provide proof, in a form satisfactory to us, that your operation of the Franchise at the Franchise location does not violate any applicable state or local zoning or land use laws, ordinances, or regulations, or any restrictive covenants that apply to such location; (7) provide proof, in a form satisfactory to us, that you (and your General Manager, as defined in Section 4.1, if any) are legally authorized and have all licenses necessary to perform all of the services to be offered by your Franchise, and that your organizational structure is consistent with all legal requirements; (8) do any other acts necessary to open the Franchise for business; and (9) open the Franchise for business. Should licensure or accreditation take more than 180 days, no termination action will be taken, so long as you can provide evidence that action is underway. We are not required to assist you in conforming the Office to local ordinances and building codes, and are not required to assist you in obtaining any required permits. We also are not required to assist you in remodeling or decorating your Franchised Business.

3.3 *Computer System.* You agree to use in the development and operation of the Franchise the computer terminals, systems, operating software and our approved care management and scheduling software (“Computer System”) we may specify at any time and from time to time, in accordance with this Franchise Agreement. You acknowledge we may modify such specifications and the components of the



Computer System at any time and from time to time, in accordance with this Franchise Agreement. If we develop proprietary software for care management then you must install it at your sole cost and agree to use all such software in full compliance with the Confidential Operations Manual. As part of the Computer System, we may require you to obtain specified computer hardware and software, including, without limitation, a license for the proprietary software developed by us or others. You will be required to pay us, our designee, our approved vendors or suppliers, for the use of the software and other services. Your costs may increase in the event we offer updated or additional software or technology, or in the event that our approved vendors or suppliers increase their prices. Our modification of such specifications for the components of the Computer System may require you to incur costs to purchase, lease and/or obtain by license new or modified computer hardware and/or software, and to obtain service and support for the Computer System during the Term. We reserve the right to create proprietary software or technology that must be used as part of the Computer System, in which case we may require that you enter into a license agreement with us and pay us reasonable initial and ongoing licensing, support and maintenance fees. There is no limitation on the frequency and cost of your obligation to maintain, update or upgrade your Computer System. You acknowledge that we cannot estimate the future costs of the Computer System (or additions or modifications thereto), and that the cost to you of obtaining the Computer System (or additions or modifications thereto), including software, may not be fully amortizable over the remainder of the Term. Nonetheless, you agree to incur such costs in connection with obtaining the computer hardware and software comprising the Computer System (or additions or modifications thereto). Within 90 days after you receive notice from us, you agree to obtain the components of the Computer System that we designate and require. You further acknowledge and agree that we and our affiliates have the right to charge a reasonable systems fee for software or systems installation services; modifications and enhancements specifically made for us or our affiliates that are licensed to you; future technology services, websites, applications and platforms; and other maintenance and support services related to the Computer System that we or our affiliates furnish to you. You will have sole responsibility for: (1) the acquisition, operation, maintenance, and upgrading of your Computer System; (2) the manner in which your Computer System interfaces with our computer system and those of third parties; and (3) any and all consequences that may arise if your Computer System is not properly operated, maintained, and upgraded. You acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Franchise Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree to comply with those reasonable new standards that we establish as if we periodically revised this Section for that purpose.

3.4 *Equipment, Furniture, Fixtures, Furnishings and Signs.* You agree to use in the development and operation of the Franchise only those brands, types, and/or models of equipment, furniture, fixtures, furnishings, and signs we have approved.

3.5 *Franchise Opening.* You agree not to open the Franchise for business until: (1) all of your obligations under Sections 3.1 through 3.4 of this Section have been fulfilled; (2) you and any of your Franchise's employees whom we require complete our pre-opening Initial Training (defined below in Section 4.2) to our satisfaction; (3) the Initial Franchise Fee (defined below in Section 6.1) and all other amounts due to us have been paid; (4) you have furnished us with copies of all insurance policies required by Section 10.8 of this Franchise Agreement, or have provided us with appropriate alternative evidence of insurance coverage and payment of premiums as we have requested; and (5) we have approved any marketing, advertising, and promotional materials you desire to use in connection with opening your Franchised Business..

#### 4. TRAINING.

4.1 *General Manager.* At your request, we may, but are not obligated to, allow you to appoint a General Manager to operate the Franchise who has been approved by us. The term “General Manager” means an individual with primary day-to-day responsibility for the Franchise’s operations and may or may not be you (if you are an individual), or a Principal Owner, officer, director, or employee of yours (if you are an Entity). We require that the General Manager have at least a ten percent (10%) equity interest in the Franchise. The General Manager will be obligated to devote his or her full time, best efforts, and constant personal attention to the Franchise’s operations, and must have full authority from you to implement the System in connection with the Franchise. You must not hire any General Manager or successor General Manager without first receiving our written approval of such General Manager’s qualifications. Each General Manager and successor General Manager must attend and successfully complete our Initial Training (defined below in Section 4.2). Each General Manager must sign a System Protection Agreement, in the form that is attached to our FDD in Exhibit H, to maintain confidential our Confidential Information described in Section 9.1, and to abide by the covenants not to compete described in Section 9.3. You must forward to us a copy of each such signed agreement. If we determine, in our sole discretion, whether during or following completion of the Initial Training program, that your General Manager (if any) is not qualified to act as General Manager of the Franchise, then we have the right to require you to choose (and obtain our approval of) a new individual for that position.

4.2 *Training.* You acknowledge it is very important to the operation of the Franchise that you and your employees receive appropriate training. You agree:

(a) At least 30 days before the Franchise opens for business, you and at least one, but no more than two, other members of your management team (a total of three persons) must attend our initial training program for your Franchise (the “Initial Training”) at the time and place we designate. You (if you are an individual) or at least one of your Principal Owners (if you are an Entity), your General Manager (if any) and other employees that we designate must complete the Initial Training to our satisfaction. The Initial Training will be furnished at our training facility, an Assisting Hands Business location we designate, your Franchise location, and/or at another location we designate. We reserve the right to select when you will attend Initial Training and may delay your attendance until a suitable time near the grand opening date for your Franchise in our sole discretion. Our Initial Training programs may be different for each employee depending on their experience and responsibilities at the Franchise. There will be no tuition charge for the persons whom we require to attend any Initial Training program provided that all such persons attend the Initial Training program at the same time. If you wish for more than three persons to attend Initial Training, you must pay to us, for each additional attendee, a daily attendance fee in an amount to be determined by us. All persons who attend our Initial Training must attend and complete the Initial Training to our satisfaction. If we, in our sole discretion, determine that any General Manager or employee whom we require to attend any Initial Training program cannot satisfactorily complete such program, then you must not hire that person, and must hire a substitute General Manager or employee, who must enroll in the Initial Training program within 15 days, and complete the Initial Training to our satisfaction.

(b) You agree to have your General Manager (if any) and/or other employees who attend our Initial Training complete additional training programs at places and times as we may request from time to time during the term of this Franchise Agreement.

(c) In addition to providing the Initial Training described above, we reserve the right to offer and hold such additional ongoing training programs and franchise owners meetings and conference calls regarding such topics and at such times and locations as we may deem necessary

or appropriate. We also reserve the right to make these training programs and conference calls mandatory for you and/or designated owners, employees, and/or representatives of yours. We may charge you a daily attendance fee in an amount to be set by us for each attendee of yours who attends any mandatory or optional training program or owners meeting. If we offer any such mandatory training programs or hold such conference calls, then you or your designated personnel must attend such training programs and participate in such calls as we require in the Confidential Operations Manual (defined in Section 5.1), including a minimum of seventy-five percent (75%) of the programs and calls offered on an annual basis, and your failure to comply with this requirement is a breach of this Franchise Agreement. We may require you or your General Manager to attend any annual franchisee conference. Beginning on the first day of the month (or other such date we specify) following your completion of Initial Training, you must pay us our then-current monthly convention fee (calculated per Office location you operate) for each year that an annual convention is held ("Convention Fee") for purposes of defraying your cost of attending such annual conferences, regardless of whether or not you attend the annual conference. If a representative from your Assisting Hands Business is unable to attend an annual conference, then \$50 for each month you paid the Convention Fee during the 12 months preceding the convention (i.e., a maximum of \$600) will be refunded to you the month following the convention. The monthly Convention Fee shall be applied towards the next annual conference that you attend and we will charge you the difference between the Convention Fee and the actual costs for the annual conference. If the fee has not been paid in full because you did not pay the fee for the entire preceding 12-month period, the unpaid balance will be due in your final monthly installment. We may preclude you from attending an annual convention or conference if you are in default of this Franchise Agreement at the time of the annual convention or conference, or if you have had two notices of default within 12 months prior to any annual convention or conference. We may also preclude you from participating in system calls, meetings or webinars while you are in default of this Franchise Agreement. The Convention Fee is nonrefundable.

(d) You agree to pay all wages and compensation owed to, and travel, lodging, meal, transportation, and personal expenses incurred by, all of your personnel who attend our Initial Training and/or any mandatory or optional training we provide.

(e) The Franchise's General Manager (if any) and other employees shall obtain all certifications and licenses required by law in order to perform their responsibilities and duties for the Franchise.

(f) You will not offer medical services until you have attended and satisfactorily completed our one-day medical services training course at a location that we designate. There will be no tuition fee for this course but you will be responsible for all travel, lodging and related expenses. In addition to complying with all federal, state and local laws, all Assisting Hands Businesses desiring to offer in-home medical services must be open and operating for at least six months, have average weekly Gross Revenue in excess of \$10,000, must attend our medical services training program and must receive our written approval, which will be granted and revoked in our sole discretion.

(g) You acknowledge and agree that we have agreed to assign, to certain persons that meet our standards and qualifications, the ability to undertake certain efforts on our behalf including to fulfill our duties and obligations under this Franchise Agreement ("Area Representative(s)"). If your Franchise: (i) is located in the territory of an Area Representative; or (ii) becomes a part of the territory of any Area Representative in the future, then we may designate that the Area Representative provide any or all of the training obligations under this Franchise Agreement on our

behalf, including the Initial Training and all ongoing training obligations, and that such training may be at any location designated by the Area Representative.

4.3 *Notice.* If you believe we (or any Area Representative, if applicable) has failed to adequately provide any training or other pre-opening or opening services to you as provided in this Franchise Agreement, you will notify us in writing within 30 days following the provision of such training or services. Without timely provision of such notice to us, you will be deemed to conclusively acknowledge that all training and pre-opening and opening services required to be provided to you were sufficient and satisfactory in your judgment.

## 5. GUIDANCE; CONFIDENTIAL OPERATIONS MANUAL.

5.1 *Guidance and Assistance.* During the Term, we may at any time and from time to time furnish you guidance and assistance regarding: (1) specifications, standards, and operating procedures used by Assisting Hands Businesses; (2) purchasing approved equipment, furniture, furnishings, signs, materials and supplies; (3) development and implementation of local advertising and promotional programs; (4) general operating and management procedures; (5) establishing and conducting employee training programs for your Franchise; and (6) changes in any of the above that occur from time to time. This guidance and assistance may, in our discretion, be furnished in the form of bulletins, written reports and recommendations, Confidential Operations Manuals and other written or electronically posted materials (the “Confidential Operations Manual”), and/or telephone consultations and/or personal consultations at our offices or your Franchise. If you request—and if we agree to provide—any additional, special on-premises training of your personnel or other assistance in operating your Franchise, then you agree to pay a daily training fee in an amount to be set by us, and all expenses we incur in providing such training or assistance, including any wages or compensation owed to, and travel, lodging, transportation, and living expenses incurred by, our personnel. You acknowledge and agree that if your Franchise: (i) is located in the territory of an Area Representative; or (ii) becomes a part of the territory of any Area Representative in the future, then we may designate that the Area Representative provide any or all of the guidance and assistance under this Franchise Agreement on our behalf, both before and after you open the Franchise for business.

5.2 *Confidential Operations Manual.* The Confidential Operations Manual will contain mandatory and suggested specifications, standards, and operating procedures we prescribe from time to time for your Franchise, and information relative to other obligations in the operation of the Franchise. The Confidential Operations Manual may be composed of or include audiotapes, videotapes, computer disks, websites, compact disks, and/or other written or intangible materials. We may make all or part of the Confidential Operations Manual available to you through various means, including the internet. A previously delivered Confidential Operations Manual may be superseded periodically with replacement materials to reflect changes in the specifications, standards, operating procedures and other obligations in operating the Franchise. You must keep your copy of the Confidential Operations Manual current, and if you and we have a dispute over the contents of the Manual, then our master copy of the Manual will control. You agree you will not at any time copy any part of the Confidential Operations Manual, permit it to be copied, disclose it to anyone not having a need to know its contents for purposes of operating your Franchise, or remove it from the Franchise location without our permission. You acknowledge that your compliance with the Confidential Operations Manual is vitally important to us and other System franchisees and is necessary to protect our reputation and the goodwill of the Marks and to maintain the uniform quality of operation throughout the System. However, while the Confidential Operations Manual is designed to protect our reputation and the goodwill of the Marks, it is not designed to control the day-to-day operation of the Franchised Business.

At our option, we may post the Confidential Operations Manual on a restricted website to which you will have password access. If we do so, you agree to periodically monitor that website for any updates to the Confidential Operations Manual or the System's specifications. Any passwords or other digital identifications necessary to access the Confidential Operations Manual on such a website will be deemed to be part of Confidential Information (defined in Section 9.1 below).

5.3 *Modifications to System.* We will continually be reviewing and analyzing developments on the sale and repair of the latest technology products, and based upon evaluating of this information, may change the System, including, but not limited to, adding new components to services offered and equipment used by Assisting Hands Businesses. Changes in laws regulating the services offered by Assisting Hands Businesses may: (a) require us to restructure our franchise program; (b) require your General Manager (if any) and employees to obtain additional licenses or certifications; (c) require you to retain or establish relationships with additional professionals and specialists in the non-medical home care industry; and/or (d) require you to modify your ownership or organizational structure. You agree, at our request, to modify the operation of the Franchise to comply with all such changes, and to be solely responsible for all related costs.

5.4 *Advisory Councils.* We have formed an advisory council ("Council") to advise us on advertising policies, to provide input regarding the National Advertising Fund and to promote communication between us and all franchisees regarding advertising strategies. The Council is governed by bylaws which specify the manner in which members are selected. We reserve the right to grant to the Council any operation or decision-making powers that we deem appropriate. The Council serves in an advisory capacity only. We reserve the right to form, change, or dissolve the Council, in our sole discretion. You agree to participate in, and, if required, become a member of the Council and any other advisory councils or similar organizations we form or organize for Assisting Hands Businesses.

## 6. FEES.

6.1 *Initial Franchise Fee.* You agree to pay us the initial franchise fee (the "Initial Franchise Fee") set forth below when you sign this Franchise Agreement. The Initial Franchise Fee shall be due in full at the time you sign the Franchise Agreement, and you agree that we will have fully earned the Initial Franchise Fee upon payment and it shall be non-refundable under any circumstances.

(a) The Initial Franchise Fee is \$55,000. You may purchase up to two additional Businesses at the same time as your first Franchise. If you purchase multiple Businesses contemporaneously, then your Initial Franchise Fee will be an amount equal to \$55,000 for the first Business, \$50,000 for the second and each subsequent Business. You must pay your initial franchise fees in a lump sum upon signing the Franchise Agreement. If you purchase multiple Businesses you will sign the Franchise Agreements for all of the Businesses at the same time and you will be required to pay one hundred percent (100%) of the Initial Franchise Fees for the second and each additional Franchise upon the signing of the Franchise Agreements. You will be required to open the additional Businesses as per the development schedule listed in Attachment I. The Initial Franchise Fee is fully earned by us when paid, and is not refundable, whether partially or in full, under any circumstances.

(b) Notwithstanding the provisions of the foregoing subparagraph (a), no Initial Franchise Fee will be owed by you to us under this Franchise Agreement if you sign this Franchise Agreement pursuant to your obligations to open a Pilot Business under any Area Representative Agreement between you and us.



6.2 *Royalty Fee.* You agree to pay us a recurring royalty fee (“Royalty” or “Royalties”) each week for the preceding week equal to the greater of: (i) the Percentage Royalty; or (ii) the Minimum Royalty. The “Percentage Royalty” is equal to the following percentages of weekly Gross Revenue: five percent (5%) of Gross Revenue if your previous week’s Gross Revenue was below \$48,000; four and one-half percent (4.5%) of Gross Revenue if your previous week’s Gross Revenue was between \$48,000 and \$95,999; four percent (4%) of Gross Revenue if your previous week’s Gross Revenue was equal to or above \$96,000. The “Minimum Royalty” is equal to \$50 per week per Office during your first 12 months of operation, \$100 per week per Office between your 12th and 24th months of operation; and \$200 per week per Office thereafter and throughout the remainder of the Initial Term. The Minimum Royalty begins 90 days after you complete Initial Training, unless your Assisting Hands Business requires a home health agency license, in which case it will begin the later of 90 days after you complete Initial Training or obtain the home health agency license, regardless of whether you have opened your Assisting Hands Business. Notwithstanding the foregoing, if this Franchise Agreement is a Successor Franchise Agreement, or the Business was otherwise in existence prior to the Effective Date, then the Minimum Royalty shall be equal to \$200 per week. The Royalty will be payable weekly via automatic debit on the day of the week we specify based on the Franchise’s Gross revenue for the preceding week ending on Sunday. “Gross Revenue” means the total selling price of all services and products sold in connection with your Franchise and all income of every other kind and nature related to the Franchise operation, whether for cash or credit and regardless of collection in the case of credit. Gross Revenue does not include: (i) the amount of any tax imposed by any federal, state, municipal or other governmental authority directly on sales and collected from customers, provided that the amount of any such tax is shown separately and in fact paid by you to the appropriate governmental authority; and (ii) all customer refunds, valid discounts and coupons, and credits made by the Franchise (exclusions will not include any reductions for credit card user fees, returned checks or reserves for bad credit or doubtful accounts). Gross Revenue shall be deemed received by you at the time the services or products from which they were derived are delivered or rendered or at the time the relevant sale takes place, whichever occurs first, regardless of whether final payment (e.g., collection on a customer’s personal check) actually has been received by you.

You and we acknowledge and agree that the Royalty represents compensation paid by you to us for the guidance and assistance we provide and for the use of our Marks, Confidential Information (defined below in Section 9.1), know-how, and other intellectual property we allow you to use under the terms of this Franchise Agreement. The Royalty does not represent payment for the referral of customers to you, and you acknowledge and agree that the services we offer to you and our other Assisting Hands Businesses do not include the referral of customers. If your Franchise: (i) is located in the territory of an Area Representative; or (ii) becomes a part of the territory of any Area Representative in the future, then we may designate that you pay a portion of the Royalty directly to the Area Representative and you agree to do so in accordance with our written directives.

6.3 *National Advertising Fee.* Recognizing the value of advertising to the goodwill and public image of Assisting Hands Businesses, we have established and administer a systemwide advertising fund (the “National Advertising Fund”) for such advertising as we may deem necessary or appropriate in our sole discretion. You agree to contribute to the National Advertising Fund a percentage of Gross Revenue of the Franchise in an amount we designate from time to time by notice to you beginning the later of: (i) 90 days after you complete Initial Training; or (ii) if required, 90 days after you obtain your home health agency license. This contribution to the National Advertising Fund (“Advertising Contributions”) currently is equal the greater of: (i) one-half percent (.5%) of Gross Revenue (“Percentage Contribution”); or (ii) the Minimum Contribution. The “Minimum Contribution” is currently \$150 per month. The Minimum Contribution begins 90 days after you complete Initial Training, unless your Assisting Hands Business requires a home health agency license, in which case it will begin the later of 90 days after you complete Initial Training or obtain the home health agency license, regardless of whether you have opened your Assisting Hands Business. Currently, the Advertising Contribution must be made by you on the first day of

each month. We reserve the right to increase your Percentage Contribution, provided that it will not exceed three percent (3%) of the Gross Revenue of the Franchise. We reserve the right to increase the Minimum Contribution upon 30 days written notice to you. Advertising Contributions are payable monthly. We will provide you with 30 days' advance notice of any modifications to the National Advertising Fund and any changes to the amount of your required contribution. A further description of the National Advertising Fund and your obligations with respect to advertising and promoting the Franchise is found in Section 11 of this Franchise Agreement.

6.4 *Interest on Late Payments.* All Royalties, Advertising Contributions, amounts due from you for purchases from us or our affiliates, and other amounts which you owe us or our affiliates (unless otherwise provided for in a separate agreement between us or our affiliates) will begin to accrue interest after their respective due dates at the lesser of (i) the highest commercial contract interest rate permitted by state law, or (ii) the rate of eighteen percent (18%) per annum. You acknowledge that the inclusion of this Section does not mean we agree to accept or condone late payments, nor does it indicate that we have any intention to extend credit to, or otherwise finance, your operation of the Franchise. In the event that any automatic payment is not honored by the bank from which funds are drawn, we have the right to require that any payments due us or any affiliates we may have be made by certified or cashier's check. We also have the right to charge you a fee of \$100 for any payment that is not honored by the bank upon which it is drawn. Payments due us or our affiliates will not be deemed received until such time as funds from the deposit of any amount, whether check or automatic debit, by us or our affiliates is collected from your account.

6.5 *Territory Infringement Fee.* If you serve a client in a territory of another franchisee without their written consent or are otherwise in violation of your territorial restrictions, you will pay the impacted franchisee an amount determined by us in our sole discretion, which may be up to the total Gross Revenue from the services and products sold in connection with your Franchised Business in that territory to the impacted franchisee. You will also pay a \$5,000 fee to us. We have the right to terminate this Franchise Agreement upon the second occurrence.

6.6 *Technology Fee.* We have the right to charge you, and if imposed, you will have the obligation to pay us a "Technology Fee" for technology services provided by us for the operation of the Franchised Business. If imposed, the Technology Fee will be due monthly, beginning with the month you begin operations. The Technology Fee shall not exceed \$1,000 per month. We reserve the right to license, sublicense, and create software and technology that you must pay for and use.

6.7 *Electronic Funds Transfer.* We have the right to require you to participate in an electronic funds transfer program under which Royalties, Advertising Contributions, and any other amounts payable to us or our affiliates are deducted or paid electronically from your bank account (the "Account"). In the event you are required to authorize us to initiate debit entries, you agree to make the funds available in the Account for withdrawal by electronic transfer no later than the payment due date. The amount actually transferred from the Account to pay Royalties and Advertising Contributions will be based on the Franchise's Gross Revenue reported to us. If you have not reported the Franchise's Gross Revenue for any reporting period, then we will be authorized to debit the Account in an amount equal to one hundred twenty percent (120%) of the Royalty and/or Advertising Contributions transferred from the Account for the last reporting period for which a report of the Franchise's Gross Revenue was provided to us, plus a \$100 per occurrence and \$100 per week as a late reporting fee. If at any time we determine that you have under-reported the Franchise's Gross Revenue or underpaid any Royalty or Advertising Contributions due us under this Franchise Agreement, then we will be authorized to initiate immediately a debit to the Account in the appropriate amount, plus applicable interest, in accordance with the foregoing procedure. Any overpayment will be credited, without interest, against the Royalty, Advertising Contributions, and other amounts we would otherwise debit from your Account during the following reporting periods. Our use of



electronic funds transfers as a method of collecting Royalties and Advertising Contributions due us does not constitute a waiver of any of your obligations to provide us with weekly reports as provided in Section 12, nor shall it be deemed a waiver of any of the rights and remedies available to us under this Franchise Agreement. If you make a payment by credit card, upon our approval, we may require you to pay an additional service charge up to four percent (4%) of the total charge.

6.8 *Application of Payments.* When we receive a payment from you, we have the right, in our sole discretion, to apply it as we see fit to any past due indebtedness of yours due to us or our affiliates, whether for Royalties, Advertising Contributions, purchases, interest, or for any other reason, regardless of how you may designate that a particular payment should be applied.

6.9 *Modification of Payments.* If, by operation of law or otherwise, any fees contemplated by this Franchise Agreement cannot be based upon Gross Revenue, then you and we agree to negotiate in good faith an alternative fee arrangement. If you and we are unable to reach an agreement on an alternative fee arrangement, then the Company reserves the right to terminate this Franchise Agreement upon notice to you in accordance with the terms of Section 15 below (as applicable), in which case all of the post-termination obligations set forth in Section 16 shall also apply.

6.10 *Method of Payment.* We have the right to periodically specify (in the Confidential Operations Manual or otherwise by writing) different payees and/or payment methods, such as, but not limited to, weekly or monthly payment, payment by auto-draft, credit card and payment by check.

6.11 *CPI Adjustments to Fixed Fees.* All fees expressed as a fixed dollar amount in this Franchise Agreement are subject to adjustment based on changes to the Consumer Price Index in the United States. We may periodically review and increase these fees based on changes to the Consumer Price Index, but only if the increase to the Consumer Price Index is more than 5% higher than the corresponding Consumer Price Index in effect on: (a) the effective date of the Franchise Agreement (for the initial fee adjustments); or (b) the date we implemented the last fee adjustment (for subsequent fee adjustments). We will notify you of any CPI adjustment at least 60 days before the fee adjustment becomes effective. We will implement no more than one fee adjustment during any calendar year. Notwithstanding the foregoing the fee adjustments in this Section shall not impact fees which we reserve the right to increase in higher amounts or adjust more frequently, including but not limited to the Technology Fee.

## 7. MARKS AND IMPROVEMENTS.

7.1 *Ownership and Goodwill of Marks.* You acknowledge that your right to use the Marks is derived solely from this Franchise Agreement and is limited to your operation of the Franchise pursuant to and in compliance with this Franchise Agreement and all applicable standards, specifications, and operating procedures we prescribe from time to time during the term of the Franchise. You understand and acknowledge that our right to regulate the use of the Marks includes, without limitation, any use of the Marks in any form of electronic media, such as Websites or web pages, or as a domain name or electronic media identifier. If you make any unauthorized use of the Marks, it will constitute a breach of this Franchise Agreement and an infringement of our rights in and to the Marks. You acknowledge and agree that all your usage of the Marks and any goodwill established by your use will inure exclusively to our benefit and the benefit of our affiliates, and that this Franchise Agreement does not confer any goodwill or other interests in the Marks on you (other than the right to operate the Franchise in compliance with this Franchise Agreement). You acknowledge that we do not make any representation or warranty to you that we have the right or exclusive right to use any Marks, or that the Marks do not infringe any intellectual property, proprietary or other right of any person. All provisions of this Franchise Agreement applicable to the Marks will apply to any additional trademarks, service marks, commercial symbols, designs, artwork, or logos we may authorize and/or license you to use during the term of this Franchise Agreement.

7.2 *Limitations on Franchise Owner's Use of Marks.* You agree to use the Marks as the sole trade identification of the Franchise. You must indicate to the public, in the form we prescribe, in any contract, advertisement and with a conspicuous sign in your Franchise location that you are the independently owned and operated licensed franchisee of Assisting Hands Home Care, LLC. You agree not to use any Mark as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos and additional trade and service marks licensed to you under this Franchise Agreement), or in any modified form. You also shall not use any Mark or any commercial symbol similar to the Marks with the performance or sale of any unauthorized services or products, or in any other manner we have not expressly authorized in writing. You agree to display the Marks in the manner we prescribe at the Franchise and for advertising and marketing materials, and to use, with the Marks, any notices of trade and service mark registrations we specify. You further agree to obtain any fictitious or assumed name registrations if required under applicable law.

7.3 *Notification of Infringements and Claims.* You agree to immediately notify us in writing of any apparent infringement of or challenge to your use of any Mark or claim by any person of any rights in any Mark or similar trade name, trademark, or service mark of which you become aware. You agree not to communicate with anyone except us and our counsel in connection with any such infringement, challenge, or claim. We have the right to exclusively control any litigation or other proceeding arising out of any actual or alleged infringement, challenge, or claim relating to any Mark. You agree to sign any documents, render any assistance, and do any acts our attorneys say is necessary or advisable to protect and maintain our interests in any litigation or proceeding related to the Marks, or to otherwise protect and maintain our interests in the Marks.

7.4 *Discontinuance of Marks.* If it becomes advisable at any time in our sole judgment for the Franchise to modify or discontinue the using any Mark, or use one or more additional or substitute trade or service marks, including the Marks used as the name of the Franchise, then you agree, at your sole expense, to comply with our directions to modify or otherwise discontinue using the Mark, or use one or more additional or substitute trade or service marks, within a reasonable time after our notice to you.

7.5 *Indemnification of Franchise Owner.* We agree to indemnify you against, and reimburse you for, all damages for which you are held liable in any trademark infringement proceeding arising out of your use of any Mark pursuant to and in compliance with this Franchise Agreement, and for all costs you reasonably incur in the defense of any such claim in which you are named as a party, so long as you have timely notified us of the claim and have otherwise complied with this Franchise Agreement.

7.6 *Improvements.* Any improvements or additions to the System, website or any other documents or information pertaining to or relating to the System or the Franchised Business, or any new trade names, trade and service marks, logos, or commercial symbols related to the Franchised Business or any advertising and promotional ideas or inventions related to the Franchised Business (collectively, the "Improvements") conceived or developed by you shall become our property. You agree to assign and do hereby assign to us, all right, title and interest in and to the Improvements, including the right to grant sublicenses to any such Improvement. You shall fully disclose the Improvements to us, without disclosure of the Improvements to others, and shall obtain our written approval prior to using such Improvements. Any such Improvement may be used by us and all of our other Businesses without any obligation to Franchisee for royalties or other fees. We may, at our discretion, apply for and own copyrights, patents, trade names, trademarks and service marks relating to any such Improvement and you shall cooperate with us in securing such rights. We may also consider such Improvements as our property and trade secrets. In return, we shall authorize you to utilize any Improvement that may be developed by other franchisees and is authorized generally for use by other franchisees. All Improvements created by you or any other person or entity retained or employed by you are our property, and we shall be entitled to use and license others to use such Improvements unencumbered by moral rights. If any of the Improvements are copyrightable materials,

they shall be works made for hire within the meaning of the United States Copyright Act and, to the extent the copyrightable materials are not works made for hire or rights in the copyrightable materials do not automatically accrue to us, you irrevocably assign and agree to assign to us, our successors and assigns, the entire right, title, and interest in perpetuity throughout the world in and to any and all rights, including all copyrights and related rights, in such copyrighted materials, which you and the author of such copyrighted materials warrant and represent as being created by and wholly original with the author. Where applicable, you agree to obtain any other assignments of rights in the Improvements from another person or entity necessary to ensure our right in the Improvements as required in this Section.

## 8. RELATIONSHIP OF THE PARTIES; INDEMNIFICATION; PHOTO/VIDEO RELEASE.

8.1 *Independent Contractor; No Fiduciary Relationship.* You acknowledge and agree that this Franchise Agreement does not create a fiduciary relationship between you and us, that you and we are independent contractors, and that nothing in this Franchise Agreement is intended to make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. You agree to conspicuously identify yourself in all your dealings with customers, suppliers, public officials, Franchise personnel, and others as the owner of the Franchise under a Franchise Agreement, and to place any other notices of independent ownership on your forms, business cards, stationery, advertising, and other materials as we may require from time to time. You will not hold yourself out as our agent, employee, partner or co-venturer. All employees or independent contractors hired by or working for you will be your employees or independent contractors alone and will not, for any purpose, be deemed our employees or subject to our control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. You and we will file our own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers compensation payments with respect to our respective employees and operations, and we will save and indemnify one another of and from any liability of any nature whatsoever by virtue thereof. We will not be obligated for any damages, claim, or obligation to any person or property, directly or indirectly arising out of your operation of the Franchise, whether or not caused by your negligent or willful action or failure to act, or your use of the Marks in a manner not in accordance with this Franchise Agreement. You must not use any of the Marks in signing any contract or in applying for any license or permit or in a manner that may result in our liability for your debts or obligations. In addition, you must use your legal name on all documents for use with your employees and contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and you shall not use the Marks on any of these documents. You further agree that fulfillment of any and all of our obligations written in the Franchise Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.2 *No Liability, No Warranties.* We have not authorized or empowered you to use the Marks except as provided by this Franchise Agreement, and you agree not to employ any of the Marks in signing any contract, check, purchase agreement, negotiable instrument or legal obligation, application for any license or permit, or in a manner that may result in liability to us for any indebtedness or obligation of yours. Except as expressly authorized by this Franchise Agreement, neither you nor we will make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name of or on behalf of the other, or represent your and our relationship is other than that of franchisor and franchisee.

8.3 *Indemnification.* We will not assume any liability or be deemed liable for any agreements, representations, or warranties you make that are not expressly authorized under this Franchise Agreement, nor will we be obligated for any damages to any person or property directly or indirectly arising out of the

operation of the business you conduct pursuant to this Franchise Agreement, whether or not caused by your negligent or willful action or failure to act, including the infringement, alleged infringement or any other violation by you, your owners or principals of: (i) any patent, mark, copyright, or other proprietary right owned or controlled by third parties due to your unauthorized use of all or any portion of the Marks and/or System; (ii) violation, breach or asserted violation or breach of any federal state, or local law, regulation, ruling or industry standard; (iii) libel, slander or any other form defamation; (iv) your employment or other contractual relationship with your employees, workers, managers, or independent contractors, including but not limited to any allegation, claim, finding or ruling that we are an employer of joint employer of your employees; or (v) your breach of this Franchise Agreement. We will have no liability for any sales, use, excise, income, gross receipts, property, or other taxes levied against you or your assets, or on us, in connection with the business you conduct, or any payments you make to us pursuant to this Franchise Agreement (except for our own income taxes). You agree to indemnify, defend, and hold us, any affiliates we may have, and our and their respective owners, directors, officers, employees, agents, successors, and assigns (including our Area Representative, who shall be a third-party beneficiary of this Section) (individually, an “Indemnified Party,” and collectively, the “Indemnified Parties”), harmless against, and to reimburse such Indemnified Parties for, all such obligations, damages, and taxes for which any Indemnified Party may be held liable, and for all costs the Indemnified Party reasonably may incur in the defense of any such claim brought against the Indemnified Party, or in any such action in which the Indemnified Party may be named as a party, including, without limitation, actual and consequential damages; reasonable attorneys’, accountants’, and/or expert witness fees; cost of investigation and proof of facts; court costs; other litigation expenses; and travel and living expenses. Each Indemnified Party has the right to defend any such claim against the Indemnified Party. You further agree to hold us harmless and indemnify and defend us for all costs, expenses, and/or losses we incur in enforcing the provisions of this Franchise Agreement, defending our actions taken relating to this Franchise Agreement, or resulting from your breach of this Franchise Agreement, including without limitation, reasonable arbitrator’s and attorney fees (including those for appeal), unless, after legal proceedings are completed, you are found to have fulfilled and complied with all of the terms of this Franchise Agreement. Your indemnification obligations described above will continue in full force and effect after, and notwithstanding, the expiration or termination of this Franchise Agreement.

8.4 *Photo/Video Release.* You acknowledge and authorize us to use your likeness in a photograph or video in any and all of our publications, including printed and digital publications and on websites. You agree and understand that any photograph or video using your likeness will become our property and will not be returned. You agree and irrevocably authorize us to edit, alter, copy, exhibit, publish or distribute any photograph or video of you for any lawful purpose. You agree and waive any rights to royalties or any other compensation related to our use of any photograph or video of you. You agree to hold harmless and forever discharge us from all claims, demands, and causes of action which you may have in connection with this authorization. For purposes of this Section, you shall refer to your Principal Owners if you are an Entity.

## 9. CONFIDENTIAL INFORMATION; NON-COMPETITION.

9.1 *Types of Confidential Information.* We possess certain unique confidential and proprietary information and trade secrets comprising the following categories of information, methods, techniques, products, and knowledge developed by us, including but not limited to: (1) services and products offered and sold at Assisting Hands Businesses; (2) knowledge of sales and profit performance of any one or more Assisting Hands Businesses; (3) knowledge of all advertising and promotional programs and sources of products sold at Assisting Hands Businesses; (4) methods, techniques, formats, specifications, procedures, information, systems, and knowledge of, and experience in, the development, operation, and franchising of Assisting Hands Businesses; (5) the selection and methods of training employees; and (6) customer information. We will disclose much of the above described information to you in advising you about site

selection, providing our Initial Training, the Confidential Operations Manual, and providing guidance and assistance to you under this Franchise Agreement. In the course of the operation of your Franchise, you or your employees may develop ideas, concepts, methods, or techniques of improvement relating to the Franchise that you agree to disclose to us, and that we may then authorize you to use in the operation of your Franchise, and may use or authorize others to use in other Assisting Hands Businesses owned or franchised by us or our affiliates. (Any and all information described above in this Section 9.1 that is disclosed to or developed by you pursuant to this Franchise Agreement shall be deemed and referred to as “Confidential Information”).

9.2 *Non-Disclosure Agreement.* You agree your relationship with us does not vest in you any interest in the Confidential Information, other than the right to use it in the development and operation of the Franchise, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. You acknowledge and agree that the Confidential Information belongs to us, may contain trade secrets belonging to us, and is disclosed to you or authorized for your use solely on the condition you agree, and you therefore agree, that you (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of this Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written form, or in any other form that may be copied or duplicated; and (4) will adopt and implement all reasonable procedures we may prescribe from time to time to prevent unauthorized use or disclosure of the Confidential Information, including, without limitation, restrictions on disclosure to your employees, and using non-disclosure and non-competition agreements we may prescribe or approve for your shareholders, partners, members, officers, directors, employees, independent contractors, or agents who may have access to the Confidential Information (unless they have already signed a System Protection Agreement).

All data that you collect, create, provide or otherwise develop (including, but not limited to customer information) is (and will be) owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you, at no additional cost, solely for the term of this Franchise Agreement and solely for your use in connection with the business franchised under this Franchise Agreement. You agree to provide us with the information that we reasonably require with respect to data and cybersecurity requirements. You agree to indemnify us for any loss of data including, but not limited to customer information, resulting from a breach of such data caused, in whole or in part, by you.

Notwithstanding the foregoing, the restrictions on the disclosure and use of the Confidential Information will not apply to disclosure of Confidential Information: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; (ii) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; (iii) made in cases of suit for retaliation based on the reporting of a suspected violation of law, disclosure of Confidential Information to an attorney and for use of the Confidential Information in such court proceeding, so long as any document containing the Confidential Information is filed under seal and Confidential Information is not otherwise disclosed except pursuant to court order.

9.3 *Non-Competition Agreement.* You agree that we would be unable to protect the Confidential Information against unauthorized use or disclosure and would be unable to encourage a free exchange of ideas and information among Assisting Hands Businesses, if franchise owners of Assisting Hands Businesses were permitted to hold interests in any competitive businesses (as described below). Therefore, during the term of this Franchise Agreement, neither you, nor any Principal Owner, nor any member of your immediate family or of the immediate family of any Principal Owner, shall perform



services for, loan money to, or have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, employee, manager, consultant, representative, or agent in, any business that offers products or services the same as or similar to those offered at or sold by Assisting Hands Businesses. (The ownership of five percent (5%) or less of a publicly traded company will not be deemed to be prohibited by this Section.)

## 10. ASSISTING HANDS FRANCHISE OPERATING STANDARDS.

### 10.1 *Condition and Appearance of the Franchise.* You agree that:

(a) neither the Franchise nor the Office will be used for any purpose other than the operation of the Franchise without written approval by us and in compliance with this Franchise Agreement;

(b) you will maintain the condition and appearance of the Franchise; its equipment, furniture, furnishings, and signs; and the Office in accordance with our standards and consistent with the image of an Assisting Hands Business (as the case may be) as an efficiently operated business offering high quality services, and observing the highest standards of cleanliness, and courteous service, and in that connection will take, without limitation, the following actions during the term of this Franchise Agreement: (1) thorough cleaning, repainting and redecorating of the interior and exterior of the Office at reasonable intervals; (2) interior and exterior repair of the Office; and (3) repair or replacement of damaged, worn out or obsolete equipment, furniture, furnishings and signs; and

(c) you will promptly replace or add new equipment when we reasonably specify in order to meet changing standards or new methods of service;

10.2 *Franchise Services and Products.* You agree that (a) the Franchise will offer for sale all services and products that we from time to time specify for the Business, (b) the Franchise will offer and sell approved services and products only in the manner we have prescribed; (c) you will not offer for sale or sell at the Franchise, the Office, or any other location any services or products we have not approved; (d) all products will be offered within your Territory, and you will not offer or sell any products at wholesale or at a discount to attract customers who live in the Territory of another Assisting Hands Business; (e) you will not use the Office for any purpose other than the operation of the Franchise; and (f) you will discontinue selling and offering for sale any services or products that we at any time decide (in our sole discretion) to disapprove in writing. Should products be discontinued, you are allowed to sell off the remaining inventory, provided it is done within 12 months of the notice of discontinuance. You agree that the Business will not provide any services or products through any federally managed Medicare program without our written authorization, which we may withhold in our sole discretion. You agree to maintain an inventory of approved products sufficient in quantity and variety to realize the full potential of the Franchise. We may, from time to time, conduct market research and testing to determine consumer trends and the saleability of new services and products. You agree to cooperate by participating in our market research programs, test marketing new services and products in the Franchise, and provide us with timely reports and other relevant information regarding such market research. In connection with any such test marketing, you agree to offer a reasonable quantity of the products or services being tested, and effectively promote and make a reasonable effort to sell them.

10.3 *Approved Products, Distributors and Suppliers.* We have developed or may develop various unique products or services that may be prepared according to our formulations. We have approved, and will continue to periodically approve, specifications for suppliers and distributors (which may include us and/or our affiliates) for products or services required to be purchased by, or offered and sold at, Assisting

Hands Businesses, that meet our standards and requirements, including, without limitation, standards and requirements relating to product quality, prices, consistency, reliability, and customer relations. You agree that the Franchise will: (1) purchase any required products or services in such quantities as we designate; (2) utilize such formats, formulae, and packaging for products as we prescribe; and (3) purchase all designated products and services only from distributors and other suppliers we have approved.

We may approve a single distributor or other supplier (collectively “supplier”) for any product and may approve a supplier only as to certain products. We may concentrate purchases with one or more suppliers to obtain lower prices or the best advertising support or services for any group of Assisting Hands Businesses franchised or operated by us. Approval of a supplier may be conditioned on requirements relating to the frequency of delivery, concentration of purchases, standards of service (including prompt attention to complaints), or other criteria, and our approval may be temporary, pending our continued evaluation of the supplier from time to time.

If you would like to purchase any items from any unapproved supplier, then you must submit to us a written request for approval of the proposed supplier. We have the right to inspect the proposed supplier’s facilities, and we require that product samples from the proposed supplier be delivered, at our option, either directly to us, or to any independent, certified laboratory that we may designate, for testing. We may charge you a supplier evaluation fee (not to exceed the reasonable cost of the inspection and the actual cost of the test) to make the evaluation. We reserve the right to periodically re-inspect the facilities and products of any approved supplier and revoke our approval if the supplier does not continue to meet any of our criteria.

We and/or our affiliates may be an approved supplier of certain products or services to be purchased by you for use and/or sale by the Franchise. We and any affiliates we may have reserve the right to charge any licensed manufacturer engaged by us or our affiliates a royalty to manufacture products for us or our affiliates, or to receive commissions or rebates from vendors that supply goods or services to you. We or any affiliates we may have may also derive income from our sale of products or services to you and may sell these items at prices exceeding our or their costs in order to make a profit on the sale.

10.4 *Hours of Operation.* You agree to operate the Franchise for such times and during such hours as we may prescribe from time to time.

10.5 *Specifications, Standards and Procedures.* You agree to comply with all mandatory specifications, standards, and operating procedures relating to the appearance, function, cleanliness, sanitation and operation of the Franchise. You also must comply with any mandatory specifications, standards, and operating procedures that we prescribe from time to time in the Confidential Operations Manual, or otherwise communicate to you in writing. Any required standards exist to protect our interests in the System and the Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. The required standards generally will be set forth in the Confidential Operations Manual or other written materials. The Confidential Operations Manual also will include guidelines or recommendations in addition to required standards. In some instances, the required standards will include recommendations or guidelines to meet the required standards. You may follow the recommendations or guidelines or some other suitable alternative, provided you meet and comply with the required standards. In other instances, no suitable alternative may exist. In order to protect our interests in the System and Marks, we reserve the right to determine if you are meeting a required standard and whether an alternative is suitable to any recommendations or guidelines.

10.6 *Compliance with Laws and Good Business Practices.* You agree to secure and maintain in force in your name all required licenses, permits and certificates relating to the operation of the Franchise. You also agree to operate the Franchise in full compliance with all applicable laws, ordinances, and regulations, including without limitation all government regulations relating to worker’s compensation



insurance, unemployment insurance, and withholding and payment of federal and state income taxes, social security taxes, and sales taxes.

All advertising you employ must be completely factual, in good taste (in our judgment), and conform to the highest standards of ethical advertising and all legal requirements. You agree that in all dealings with us, your customers, your suppliers, and public officials, you will adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. You further agree to refrain from any business or advertising practice that may be harmful to the business of the Company, the Franchise, and/or the goodwill associated with the Marks and other Assisting Hands Businesses.

You must notify us in writing within five days of: (1) the commencement of any action, suit, or proceeding, and/or of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental unit, that may adversely affect your and/or the Franchise's operation, financial condition, or reputation; and/or (2) your receipt or knowledge of any notice of violation of any law, ordinance, or regulation relating to health or safety.

You agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you certify, represent and warrant that none of your property or interests is subject to being blocked under, and that you and the owners otherwise are not in violation of, any of the Anti-Terrorism Laws. "Anti-Terrorism Laws" mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, rules, regulations, policies, lists and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your owners, or any blocking of your or your owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement.

*10.7 Management and Personnel of the Franchise.* Unless we approve your appointment of a General Manager to operate the Franchise as provided in Section 4.1, you must actively participate in the actual, on site, day-to-day operation of the Franchise, and devote as much of your time as is reasonably necessary for the efficient operation of the Franchise. If you are other than an individual, then at least one Principal Owner, director, officer, or other employee of you approved by us must comply with this requirement. If we agree you may appoint a General Manager, then the General Manager must fulfill this requirement. Any General Manager shall each obtain all licenses and certifications required by law before assuming his or her responsibilities at the Franchise.

You will ensure your employees and independent contractors of the Franchise have any licenses as required by law and hold or are pursuing the obtainment of any licenses, certifications, and/or degrees required by law or by us in the Confidential Operations Manual, as updated from time to time. All employees or independent contractors hired by or working for you will be your employees or independent contractors alone and will not, for any purpose, be deemed our employees or subject to our control. We will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Franchise Agreement to certify certain of your employees or independent contractors for qualification to perform certain functions for the Franchise does not directly or indirectly vest in us the power to hire, fire or control any such employee or independent contractor. You agree to inform each of your employees that you alone are their employer, and that we are not. You agree to explain to your employees and contractors the respective roles of a franchisor and franchisee and our relationship with you, and within seven days of our request, you and each of your employees will sign an employment relationship form acknowledging that you alone are the employee's employer and that you alone operate the Franchise. At no time will you or your employees be deemed to be employees of us or

our affiliates and we are not a joint employer of those persons. We will have no obligation to direct your employees or to operate the business.

You alone are responsible for all employment decisions and functions of your Franchise, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, safety, work conditions, assignments, taxes, schedules, personnel policies, benefits, recordkeeping, supervision, discipline of employees and compliance with all workplace laws, regardless of whether you have received advice from us on these subjects or not. We will have no liability for any action or settlement related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, safety, work conditions, assignments, taxes, schedules, personnel policies, benefits, recordkeeping, supervision, discipline of employees and compliance with all work place laws, and you agree to indemnify us for any such liabilities we incur. You must establish any training programs for your employees and/or independent contractors that we may prescribe in writing from time to time. You must require all employees and independent contractors to maintain a neat and clean appearance and conform to the standards of dress that we specify in the Confidential Operations Manual, as updated from time to time.

Each of your employees and independent contractors must sign a written agreement, in a form approved by us, to maintain confidential our Confidential Information, proprietary information, and trade secrets as described in Section 9.1, and to abide by the covenants not to compete described in Section 9.3. You must store agreements for a period of 12 months past the termination date of the employee in a location which can be reviewed in person by us at any time. All of your employees and independent contractors must render prompt, efficient and courteous service to all customers of the Franchise.

10.8 *Insurance.* During the term of this Franchise Agreement, you must maintain in force, under policies of insurance written on an occurrence basis and issued by carriers authorized to do business in the state where your Franchise Business is located and with an A.M. Best & Company, Inc. rating of “A” or better that are approved by us, and in such amounts as we may determine from time to time: (1) comprehensive public, professional, product and motor vehicle liability insurance against claims for bodily and personal injury, death and property damage caused by or occurring in conjunction with the operation of the Franchise or otherwise in conjunction with your conduct of the Franchise Business pursuant to this Franchise Agreement, under one or more policies of insurance containing minimum liability coverage amounts as set forth in the Confidential Operations Manual; (2) general casualty insurance, including theft, cash theft, fire and extended coverage, vandalism and malicious mischief insurance, for the replacement value of the Franchise and its contents, and any other assets of the Franchise; (3) worker’s compensation and employer’s liability insurance as required by law, with limits equal to or in excess of those required by statute; (4) business interruption insurance for a period adequate to reestablish normal business operations, but in any event not less than six months; (5) any other insurance required by applicable law, rule, regulation, ordinance or licensing requirements; (6) employment practices liability insurance. You are not required, but are strongly encouraged, to also maintain in force: (1) data theft and cybersecurity coverage; and (2) umbrella liability coverage with limits of not less than \$1,000,000/\$3,000,000 or such other amounts that we may establish in the Confidential Operations Manual. We may periodically increase or decrease the amounts of coverage required under these insurance policies, and/or require different or additional kinds of insurance, including excess liability insurance, to reflect inflation, identification of new risks, changes in law or standards of liability, higher damage awards, or other relevant changes in circumstances as we deem appropriate.

Each general liability insurance policy, except for employment liability insurance policies, must name us (and, if we so request, our members, directors, employees, agents, and affiliates) as additional insureds. In addition, each general liability insurance policy and must provide us with 30 days’ advance written notice of any material modification, cancellation, or expiration of the policy. Deductibles must be in reasonable amounts and are subject to review and written approval by us. You must provide us with

copies of policies evidencing the existence of such insurance prior to opening the Business and prior to each subsequent renewal date of each insurance policy, along with certificates evidencing such insurance.

Prior to the expiration of the term of each insurance policy, you must furnish us with a copy of a renewal or replacement insurance policy and appropriate certificates of insurance. If you at any time fail or refuse to maintain any insurance coverage required by us or to furnish satisfactory evidence thereof, then we, at our option and in addition to our other rights and remedies under this Franchise Agreement, may, but need not, obtain such insurance coverage on your behalf, and you shall reimburse us on demand for any costs or premiums paid or incurred by us plus an administrative fee equal to twenty percent (20%) of any costs or premiums paid by us.

Notwithstanding the existence of such insurance, you are and will be responsible for all loss or damage and contractual liability to third persons originating from or in connection with the operation of the Franchise, and for all claims or demands for damages to property or for injury, illness or death of persons directly or indirectly resulting therefrom; and you agree to defend, indemnify and hold us harmless from, against, and with respect to any such claims, loss or damage, which indemnity shall survive the termination or expiration and non-renewal of this Franchise Agreement. In addition to the requirements of the foregoing paragraphs of this Section, you must maintain any and all insurance coverage in such amounts and under such terms and conditions as may be required in connection with your lease or purchase of the Office.

Your obligation to maintain insurance coverage as described in this Franchise Agreement will not be reduced in any manner by reason of any separate insurance we maintain on our own behalf, nor will our maintenance of that insurance relieve you of any obligations under this Franchise Agreement.

10.9 *Methods of Payment and Data Security.* You agree to maintain, at all times, credit card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, merchant service providers, and electronic-fund-transfer systems (together, “Credit Card Vendors”) that we may periodically designate as mandatory. The term “Credit Card Vendors” includes, among other things, companies that provide services for electronic payment, such as near field communication vendors (for example, “Apple Pay” and “Google Wallet”). You agree not to use any Credit Card Vendor for which we have not given you our prior written approval or as to which we have revoked our earlier approval. We have the right to modify our requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke our approval of any service provider. You must also accept checks and other methods of payment which we specify. We may require you to obtain such services through us or our affiliates.

You must at all times ensure that you are in compliance with the applicable regulations and requirements issued by the credit card processing companies and banking industries. You agree to comply with the then-current Payment Card Industry Data Security Standards as those standards may be revised and modified by the PCI Security Standards Council, LLC (see [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)), or any successor organization or standards that we may reasonably specify. Among other things, you agree to implement the enhancements, security requirements, and other standards that the PCI Security Standards Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards.

10.10 *Good Faith and Fair Dealing.* If applicable law implies a covenant of good faith and fair dealing in this Franchise Agreement, you and we agree that the covenant shall not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Franchise Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (i) this Franchise Agreement (and the relationship of the parties that is inherent in this Franchise Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Franchise Agreement that may affect favorably or adversely your interests; (ii) we

will use our judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (iii) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (iv) in the absence of bad faith, no trier of fact in any arbitration or litigation shall substitute its judgment for our judgment so exercised.

10.11 *Privacy.* You agree to comply with all applicable laws pertaining to the privacy of customer, employee, and transactional information (“Privacy Laws”). You also 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 actual applicable law, you will: (a) comply with the requirements of applicable law; (b) immediately give us written notice of said conflict; and (c) promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of applicable law. You agree not to publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent as to said policy.

11. ADVERTISING.

11.1 *By Franchise Owner.* You must spend, in addition to any Advertising Contributions you make to the National Advertising Fund, to spend the following on local advertising and promotions within the Territory (“Local Advertising Requirement”):

Time Period	Local Advertising Requirement
First partial and full calendar year of the Term	Average of \$750 per month per Office
Second full calendar year and each year thereafter of the Term	You will be required to spend two percent (2%) of the yearly Gross Revenue of the immediately preceding 12-month period.

If you fail to meet the Local Advertising Requirement, you must pay us the difference between the amount you spent and the required advertising expenditure, which will be contributed to the National Advertising Fund.

If we request it, you agree to provide us with evidence of your local advertising, marketing and promotional expenditures within 30 days after receiving such request.

On each occasion before you use them, samples of all local advertising and promotional materials not prepared or previously approved by us must be submitted to us for approval. If you do not receive our written approval or disapproval within 30 days from the date we receive the materials, the materials will be deemed disapproved. You agree not to use any advertising or promotional materials that we have disapproved. You will be solely responsible and liable for ensuring that all advertising, marketing, and promotional materials and activities you prepare comply with applicable, federal, state, and local law and regulations, and the condition of any agreements or orders to which you may be subject. If Franchisee violates any provision of this Section 11.1, in addition to all other remedies available to us, Franchisee will pay an unauthorized advertising fee of \$500 per occurrence to the National Advertising Fund to offset the damage caused by Franchisee’s breach.

You agree, at your sole cost and expense, to issue and offer such rebates, giveaways, and other promotions in accordance with advertising programs established by us, so long as such compliance does not contravene any applicable law, rule, or regulation. You will not create or issue any gift cards/certificates and will only sell gift cards/certificates that have been issued or sponsored by us and which are accepted at all Assisting Hands Businesses, and you will not issue coupons or discounts of any type except as approved by us.

11.2 *Websites.* You acknowledge and agree that any website (defined below) will be deemed “advertising” under this Franchise Agreement. You agree and acknowledge that you are obligated to comply with our online policy which is subject to change by us from time to time. You agree and acknowledge that individual franchisee websites must be approved by us in our sole and absolute discretion, and that your online promotional strategies must comply with our online policy. You further agree and acknowledge that we may review and monitor all online content on social media sites, blogs, electronic communication and other online sites on which our trademarks, service marks, trade names, copyrights or any similar marks are used. You agree to remove any usage or content that we require, including without limitation, content that we deem to be scandalous, immoral or detrimental to our image. You further agree and acknowledge that we may prohibit use of our trademarks, service marks, trade names, copyrights or any similar marks on any site or all sites, including social media websites. As used in this Franchise Agreement, the term “Website” means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate, and that refers to the Franchise, the Marks, us, and/or the System, and includes, without limitation, social media websites, internet and World Wide Web home pages. You agree:

(a) Your “home on the internet” is supplied by us, connected to our website. It will have a direct web address, as well as links from the Assisting Hands national site;

(b) You will not establish or use any other website and you are prohibited from conducting any aspect of the Business through the internet (except email communications) without our express written permission. You are strictly prohibited from promoting your Business and using the Marks in any manner on social networking sites, crowdfunding campaigns or blogs, including, but not limited to, Facebook, LinkedIn and Twitter, without our prior written consent;

(c) You have limited control over the content (photos and text) of your website. All material revisions to the Website are approved by us before they appear on your website. We reserve the right to modify or delete any or all parts of the website in our sole discretion; and

(d) If we allow you to create any new Website, you will only do so in strict conformance with the Confidential Operations Manual at your sole cost and expense.

11.4 *National Advertising Fund.* The National Advertising Fund will be administered by us, or one of our affiliates or designees, in our discretion, and we may use a professional advertising agency or media buyer to assist us. We may reimburse ourselves, our authorized representatives, or our affiliate(s) from the National Advertising Fund for administrative costs, independent audits, reasonable accounting, bookkeeping, reporting and legal expenses, taxes, and all other reasonable direct or indirect expenses that may be incurred by us or our authorized representatives and associated with the programs funded by the National Advertising Fund. We assume no fiduciary duty to you or other direct or indirect liability or obligation to collect amounts due to the National Advertising Fund or to maintain, direct, or administer the National Advertising Fund. Any unused funds in any calendar year will be applied to the following year’s funds, and we reserve the right to contribute or loan additional funds to the National Advertising Fund on any terms we deem reasonable. Because this fund will not be audited, audited financial statements will not be available to franchisees. We will provide an annual accounting for the National Advertising Fund that



shows how the National Advertising Fund proceeds have been spent for the previous year upon written request.

We may use the National Advertising Fund for the creation, production, and placement of commercial advertising; agency costs and commissions; creation and production of video, audio, and written advertisements; administering multi-regional advertising programs, direct mail, and other media advertising; in-house staff assistance and related administrative costs; local and regional promotions; engaging one or more public relations firms or conducting our own public relations campaigns; market research; and other advertising and marketing activities, including participating at trade shows. Advertising may be placed in local, regional, national, or international media of our choice, including, but not limited to, print, direct mail, radio, television, or internet. We do not guarantee that advertising expenditures from the National Advertising Fund will benefit you or any other franchisee directly, on a pro rata basis, or at all. We are not obligated to spend any amount on advertising in the geographical area where you are or will be located. We will not use the National Advertising Fund contributions for advertising that is principally a solicitation for the sale of Franchises, but we reserve the right to include a notation in any advertisement indicating “Franchises Available” or similar phrasing.

We may forgive, waive, settle, and/or compromise all claims by or against the National Advertising Fund. We may at any time defer or reduce a Franchisee’s National Advertising Fund Contribution and, upon 30 days’ prior written notice to you, reduce or suspend National Advertising Fund Contributions and operations for one or more periods of any length and terminate and reinstate the National Marketing Fund. If we terminate the National Advertising Fund, we will distribute all unused contributions to contributing franchisees, and to us or our affiliates, in proportion to respective contributions during the preceding 24-month period.

## 12. ACCOUNTING, REPORTS AND FINANCIAL STATEMENTS.

You agree to establish and maintain at your own expense bookkeeping, accounting, and record keeping system conforming to the requirements, data processing, and formats, if any, which we prescribe from time to time. This system (or systems, as applicable) shall include, as we may require, the necessary functionality to allow our central computer system to access certain real-time statistics and other information (including, without limitation, care management software and point-of-sale revenue) concerning the Franchise in order to track, compile, and aggregate data relating to all or part of the Assisting Hands Business network, and you agree to permit our access to this information. With respect to the operation and financial condition of the Franchise, you agree to furnish us, in such form we may request and prescribe from time to time: (1) by the day of each week that we may specify, a telephonic or electronic report of the Franchise’s Gross Revenue for the preceding week ending on Sunday; (2) by the day of each week that we may specify, a written report of the Franchise’s Gross Revenue for the preceding week ending on Sunday, and any other data, information, and supporting records that we may require; (3) by the day of each month that we may specify, a profit and loss statement for the preceding calendar month, and a year to date profit and loss statement and balance sheet; (4) within 90 days after the end of your fiscal year, a fiscal year-end balance sheet, and an annual profit and loss statement for that fiscal year, reflecting all year-end adjustments; and (5) such other reports as we may prescribe from time to time. We may reasonably request in writing to modify the deadline days and times for submission of all reports. You must specify and sign each report and financial statement required by this Section in the manner we prescribe. If we do not receive any report by the established deadline, then you must pay to us a non-refundable late fee of \$100, payable in a lump sum together with the Royalties and Advertising Contributions due the week after the deadline by which you failed to timely submit the required report. Additional late fees of \$100 per week will be assessed for each week thereafter that the report is not submitted and shall be paid with the Royalties and Advertising Contributions due after the week the additional late fee is assessed. Notwithstanding, we will provide you with two grace periods of up to one week per calendar quarter, each

of which will not exceed one week. You agree to maintain and furnish upon our request complete copies of federal and state income tax returns you file with the Internal Revenue Service and state tax departments, reflecting revenue and income of the Franchise or the Entity that holds the Franchise. We reserve the right to require you to have financial statements and balance sheets prepared by a certified public accountant annually at your expense and you will cause your certified public accountant, if any, to consult with us concerning such financial statements and balance statements at your cost.

You must use one of our approved vendors for bookkeeping services for the first 12 months of operations. After the first 12 months, you may use a different vendor of your choice or perform bookkeeping for your Assisting Hands Business yourself.

### 13. INSPECTIONS AND AUDITS.

13.1 *Franchisor's Right to Inspect the Franchise.* To determine whether you and the Franchise are complying with this Franchise Agreement and the specifications, standards, and operating procedures we prescribe for the operation of the Franchise, we or our agents (including our Area Representative) have the right, at any reasonable time and without advance notice to you, to: (1) inspect the Office; (2) observe the operations of the Franchise for such consecutive or intermittent periods as we deem necessary; (3) interview personnel of the Franchise; (4) interview customers of the Franchise; and (5) inspect and copy any books, records and documents relating to the operation of the Franchise. You agree to fully cooperate with us in connection with any of those inspections, observations and interviews. You agree to present to your customers any evaluation forms we periodically prescribe, and agree to participate in, and/or request that your customers participate in, any surveys performed by or on our behalf. Based on the results of any such inspections and audits and your other reports, we (or our Area Representative) may provide to you such guidance and assistance in operating your Franchise as we deem appropriate. You also agree to provide us with access to all of your electronic reports and records, including those with third parties, such as care management software systems and bookkeeping software.

13.2 *Franchisor's Right to Audit.* We or our agents (including our Area Representative) have the right, at any time during business hours and without advance notice to you, to inspect and audit, or cause to be inspected and audited, the business records, bookkeeping and accounting records, sales and income tax records and returns and other records of the Franchise, and the books and records of any Entity that holds the Franchise. You agree to fully cooperate with our representatives and any independent accountants we may hire to conduct any inspection or audit. If the inspection or audit is necessary because of your failure to furnish any reports, supporting records, other information or financial statements as required by this Franchise Agreement, or to furnish such reports, records, information, or financial statements on a timely basis, or if an audit or inspection determines that you have understated Gross Revenue by more than two percent (2%) in any period, then you agree to pay us all monies owed, plus interest, and reimburse us for the cost of such inspection or audit, and may include, without limitation, any attorney fees and/or accountants' fees we may incur, and the travel expenses, room and board, and applicable per diem charges for our employees. The above remedies are in addition to all our other remedies and rights under this Franchise Agreement or under applicable law.

### 14. TRANSFER REQUIREMENTS.

14.1 *Organization.* If you are an Entity (or if this Franchise Agreement is assigned to an Entity with our approval), you represent and warrant to us you are and will continue to be throughout the term of this Franchise Agreement, duly organized and validly existing in good standing under the laws of the state of your incorporation, registration or organization, that you are qualified to do business (and will maintain such qualification) throughout the term of this Franchise Agreement in all states in which you must qualify, that you have the authority to execute, deliver and carry out all of the terms of this Franchise Agreement,



and that during the term of this Franchise Agreement the only business you (i.e., Entity) conduct will be the development, ownership and operation of the Franchise.

14.2 *Interests in Franchise Owner.* You, on behalf of the Franchise and each Principal Owner, represent, warrant and agree that all “Interests” (defined below) are owned in the amount and manner described in Attachment II. No Interests in Franchisee will, during the term of this Franchise Agreement, be public securities (i.e., securities that require, for their issuance, registration with any state or federal authority). An “Interest” means any shares, membership interests, or partnership interests (whether held directly or indirectly) in Franchisee and any other equitable or legal right (whether held directly or indirectly) in any of Franchisee’s stock, revenue, profits, rights or assets. When referring to Franchisee’s rights or assets, an “Interest” means this Franchise Agreement, Franchisee’s rights under and interest in this Franchise Agreement, any Assisting Hands Business, or the revenue, profits or assets of any Assisting Hands Business. You also represent, warrant, and agree that no Principal Owner’s Interest has been given as security for any obligation (i.e., no one has a lien on or security interest in a Principal Owner’s Interest), and that no change will be made in the ownership of an Interest other than as expressly permitted by this Franchise Agreement or as we may otherwise approve in writing. You and each Principal Owner agree to furnish us with such evidence as we may request from time to time to assure ourselves that the Interests of Franchisee and each of your Principal Owners remain as permitted by this Franchise Agreement, including a list of all persons or entities owning any Interest, as defined above.

14.3 *Transfer by Company.* This Franchise Agreement is fully transferrable by us and will inure to the benefit of any person or entity to which it is transferred or to any other legal successor to our interests in this Franchise Agreement. You acknowledge that we and our affiliates maintain a staff to manage and operate the System and that staff members can change as employees come and go. You represent that you have not signed this Franchise Agreement in reliance on any particular owner, director, officer, or employee remaining with us in that capacity. We may change our ownership or form and/or assign this Franchise Agreement and any other agreement to a third party without restriction, and any such assignment shall inure to the benefit of that third-party transferee or any other legal successor to our interests in this Franchise Agreement. After our assignment of this Franchise Agreement to a third party who expressly assumes the obligations under this Franchise Agreement, we no longer will have any performance or other obligations under this Franchise Agreement.

14.4 *No Transfer without Approval.* You understand and acknowledge that the rights and duties created by this Franchise Agreement are personal to you and that we have entered into this Franchise Agreement in reliance on the individual or collective character, skill, aptitude, attitude, business ability, and financial capacity of you and your Principal Owners. Neither this Franchise Agreement nor any part of your interest in it, nor any Interest (as defined in Section 14.2 above), whether held directly or indirectly, in Franchisee or a Principal Owner, may be Transferred (defined below) without our advance written approval. Any Transfer made without our approval will constitute a breach of this Franchise Agreement and convey no rights to or interests in this Franchise Agreement, you, the Franchise, or any other Assisting Hands Business.

As used in this Franchise Agreement, the term “Transfer” means any voluntary, involuntary, direct or indirect assignment, sale, gift, exchange, grant of a security interest, or occurrence of any other event which would or might change the ownership of any Interest, and includes, without limitation: (1) the Transfer of ownership of capital stock, partnership interest or other ownership interest; (2) merger or consolidation, or issuance of additional securities representing an ownership interest in Franchisee; (3) sale of common stock in Franchisee sold under a private placement or registered public offering; (4) Transfer of an Interest in a divorce proceeding or otherwise by operation of law; or (5) Transfer of an Interest by will, declaration of or transfer in trust, or under the laws of intestate succession.

We will not unreasonably withhold consent to a Transfer of an Interest by a Principal Owner to a member of his or her immediate family or to your key employees, so long as all Principal Owners together retain a fifty-one percent (51%) interest of the equity, voting control and profits (a “Controlling Interest”) of the Entity, although we reserve the right to impose reasonable conditions on the Transfer as a requirement for our consent.

Interests in Franchisee owned by persons other than the Principal Owners (“minority owners”) may be Transferred without our advance consent, provided that the Transfer would not give that transferee and any person or group of persons affiliated or having a common interest with that transferee, whether through one or a series of Transfers, more than an aggregated twenty-five percent (25%) interest in Franchisee, in which case our advance written approval for the Transfer must be obtained. Your formal partnership, corporation or other formation documents and all stock certificates, partnership units or other evidence of ownership must recite or bear a legend reflecting the transfer restrictions of this Section 14.4.

14.5 *Conditions for Approval of Transfer.* If you and your Principal Owners fully comply with this Franchise Agreement, we will not unreasonably withhold our approval of a Transfer that meets all the requirements of this Section 14. The person or Entity to whom you wish to make the Transfer, or its principal owners (whether individually or collectively, the “Proposed New Owner”), must possess good moral character and otherwise meet our then applicable standards for Assisting Hands Businesses. If you propose to Transfer this Franchise Agreement, the Franchise or its assets, or any Interest, or if any of your Principal Owners proposes to Transfer a Controlling Interest in you or make a Transfer that is one of a series of Transfers which taken together would constitute the Transfer of a Controlling Interest in you, then all of the following conditions must be met before or at the time of the Transfer:

(a) the Proposed New Owner must have sufficient business experience, aptitude, and financial resources to operate the Franchise, as determined subject to our sole discretion;

(b) you must pay any amounts owed for purchases from us and our affiliates, and any other amounts owed to us or our affiliates which are unpaid;

(c) the Proposed New Owner’s directors and such other personnel as we may designate must have successfully completed our Initial Training program and shall be legally authorized and have all licenses necessary to perform the services offered by the Franchise. The Proposed New Owner shall be responsible for any wages and compensation owed to, and the travel and living expenses (including all transportation costs, room, board and meals) incurred by, the attendees who attend the Initial Training program;

(d) if your lease for the Office requires it, the lessor must have consented to the assignment of the lease of the Office to the Proposed New Owner;

(e) you must pay us a Transfer fee equal to fifty percent (50%) of our then current Initial Franchise Fees for Assisting Hands Businesses. If we are not offering Franchises at the time of your transfer, the Transfer Fee will be 50% of the Initial Franchise Fee in the most recent FDD. You must also pay a non-refundable deposit of \$1,000 when you request an approval of Transfer. Upon approval, you will pay the remaining amount in certified funds when you execute the transfer documents;

(f) you and your Principal Owners and your and their spouses must execute a general release (in a form satisfactory to us) of any and all known and unknown claims you and/or they may have against us, our affiliates, and our affiliates’ respective officers, directors, employees, and agents;

(g) we must approve the material terms and conditions of the proposed Transfer, including, without limitation, that the price and terms of payment are not so burdensome as to adversely affect the operation of the Franchise;

(h) the Franchise shall have been placed in an attractive, neat and sanitary condition;

(i) you and your Principal Owners (or, in the case of Principal Owners making any such Transfer, those Principal Owners) must execute a non-competition agreement in favor of both the Company and the Proposed New Owner agreeing that, for a period of one year from the date of the Transfer, neither of you (or, in the case of Principal Owners making any such Transfer, those Principal Owners) will have any direct or indirect interest as a disclosed or beneficial owner, investor, partner, director, officer, manager, employee, consultant, representative, or agent, or in any other capacity, in any business (1) offering or selling products or services the same as or similar to the services offered or sold at the Franchise or by any other Assisting Hands Business, and (2) located within a 15 mile radius of the Franchise, any other Assisting Hands Businesses then in existence, or any site for which an Assisting Hands Business has been approved;

(j) you and your Principal Owners must enter into an agreement with us providing that all obligations of the Proposed New Owner to make installment payments of the purchase price (and any interest on it) to you or your Principal Owners will be subordinate to the obligations of the Proposed New Owner to pay any amounts payable under this Franchise Agreement or any new Franchise Agreement that we may require the Proposed New Owner to sign in connection with the Transfer;

(k) the Proposed New Owner shall have agreed, in writing, to make such reasonable capital expenditures to remodel, equip, modernize and redecorate the interior and exterior of the Office in accordance with our then existing plans and specifications for an Assisting Hands Business;

(l) upon receiving our consent for the Transfer or sale of the Franchise, the Proposed New Owner shall agree to assume all of your obligations under this Franchise Agreement in a form acceptable to us, or, at our option, shall agree to execute a new Franchise Agreement and related documents (including, but not limited to, Owners Agreement or other guaranty) with us in the form of such documents then being used by us;

(m) you must have properly offered us the opportunity to exercise our right of first refusal as described below, and we must have then declined to exercise it;

(n) you will reimburse us upon receipt of our invoice for all broker fees or commissions and all other finders placement fees or commissions we incur as a result of the transfer; and

(o) in the event of the transfer to an immediate family member, which is defined as parent, spouse, or child, we shall have no right of first refusal and no transfer fee shall apply. All other transfer restrictions under this Section shall apply.

In addition, if this Franchise Agreement is for a Pilot Business under an Area Representative Agreement with us, you may not Transfer this Franchise Agreement unless you also transfer the Area Representative Agreement and you must meet all conditions for a Transfer set forth in your Area Representative Agreement.



14.6 *Right of First Refusal.* If you or any of your Principal Owners wishes to Transfer any Interest, we will have a right of first refusal to purchase that Interest as follows. The party proposing the Transfer (the “transferor”) must obtain a bona fide, executed written offer (accompanied by a good faith earnest money deposit of at least five percent (5%) of the proposed purchase price) from a responsible and fully disclosed purchaser, and must submit an exact copy of the offer to us. You also agree to provide us with any other information we need to evaluate the offer if we request it within 15 days of receipt of the offer. We have the right, exercisable by delivering written notice to the transferor within 30 days from the date of last delivery to us of the offer and any other documents we have requested, to purchase the Interest for the price and on the terms and conditions contained in the offer, except that we may substitute cash for any form of payment proposed in the offer, and will not be obligated to pay any finder’s or broker’s fees that are a part of the proposed Transfer. We also will not be required to pay any amount for any claimed value of intangible benefits, including, by example, possible tax benefits that may result from structuring and/or closing the proposed Transfer in a particular manner or in exchange for any consideration payable other than the bona fide purchase price for the Interest proposed to be transferred. (We may in our sole and absolute discretion withhold our consent to any proposed Transfer if the offer directly or indirectly requires payment of any consideration other than the bona fide purchase price for the Interest proposed to be transferred.) Our credit will be deemed equal to the credit of any other proposed purchaser, and we will have at least 60 days to prepare for closing. We will be entitled to all customary representations and warranties given purchasers for such sales. If the proposed Transfer includes assets not related to the operation of the Franchise, we may purchase only the assets related to the operation of the Franchise and/or may also purchase the other assets. (An equitable purchase price will be allocated to each asset in the Transfer.)

If we do not exercise our right of first refusal, the transferor may complete the sale to the Proposed New Owner under and on the terms of the offer, as long as we have approved the Transfer as provided in this Section 14. You must immediately notify us of any changes in the terms of an offer. Any material change of an offer before closing will make it a new offer, revoking any previous approval or previously made election to purchase and giving us a new right of first refusal effective as of the day we receive formal notice of a material change. If the sale to the Proposed New Owner is not completed within 120 days after we have approved the Transfer, our approval of the proposed Transfer will expire. Any later proposal to complete that proposed Transfer will be deemed a new offer, giving us a new right of approval and right of first refusal effective as of the day we receive formal notice of that new offer. We will not exercise a right of first refusal with respect to a proposed Transfer of less than a Controlling Interest to a member of a Principal Owner’s immediate family or to your key employees. Our right of first refusal is fully assignable by us.

14.7 *Death and Disability.* Upon the death or permanent disability of all Principal Owners, the executor, administrator, conservator or other personal representative of the deceased or disabled person must show due diligence and transfer the deceased or disabled person’s Interest within a reasonable time, not to exceed 12 months from the date of death or permanent disability, to a person we have approved. Such Transfers, including, without limitation, transfers by a will or inheritance, will be subject to all the terms and conditions for assignments and Transfers contained in this Franchise Agreement. Failure to so dispose of an Interest within the 12-month period of time will constitute grounds for termination of this Franchise Agreement. Additionally, upon the death or permanent disability of all Principal Owners, we will have the right (but not the obligation) to exercise our Step-In Rights and appoint an Interim Manager in accordance with Section 16.8. If we exercise our rights under Section 16.8, you, or the executor, administrator, conservator, personal representative, trustee or heirs of such persons must comply with and pay us all fees set forth in Section 16.8.

14.8 *Effect of Consent to Transfer.* Our consent to a proposed Transfer under this Section 14 will not constitute a waiver of any claims we may have against you or any Principal Owner, nor will it be

deemed a waiver of our right to demand exact compliance with the terms or conditions of this Franchise Agreement by the Proposed New Owner.

15. TERMINATION OF THE FRANCHISE.

We have the right to terminate this Franchise Agreement, effective upon delivery of notice of termination to you, if: (1) you do not develop or open the Franchise as provided in this Franchise Agreement; (2) unless we consent otherwise in writing, you abandon, surrender, transfer control of, lose the right to occupy the Office of, or do not actively operate, the Franchise, or your lease for or purchase of the location of the Franchise is terminated; (3) you or your Principal Owners assign or transfer this Franchise Agreement, any Interest, the Franchise, or assets of the Franchise without complying with Section 14; (4) you are adjudged bankrupt, become insolvent, you consent to an appointment of a receiver, or make a general assignment for the benefit of creditors; (5) you use, sell, distribute or give away any unauthorized services or products; (6) you or any of your Principal Owners are convicted of or plead no contest to a felony or are convicted or plead no contest to any crime or offense that is likely to adversely affect the reputation of the Company, the Franchise, and/or the goodwill associated with the Marks; (7) you or any of your employees violate any health or safety law, ordinance or regulation, or operate the Franchise in a manner that presents a health or safety hazard to your customers or the public; (8) you or the Franchise are not able to obtain any permits, licenses, or accreditations necessary for the operation of the Franchise or if any such permits, licenses, or accreditations are suspended, revoked, or terminated; (9) you do not pay when due any monies owed to us or our affiliates, and do not make such payment within ten days after written notice is given to you; (10) you or any of your Principal Owners fail to comply with any other provision of this Franchise Agreement or any mandatory specification, standard, or operating procedure within 20 days after written notice of such failure to comply is given to you; or (11) you or any of your Principal Owners fail on three or more separate occasions within any 12 consecutive month period to submit when due any financial statements, reports or other data, information, or supporting records; pay when due any amounts due under this Franchise Agreement; or otherwise fail to comply with this Franchise Agreement, whether or not such failures to comply are corrected after notice is given to you or your Principal Owners.

You acknowledge and confirm that we will suffer substantial damages as a result of the termination of this Franchise Agreement. Some of those damages include lost Royalties, lost Advertising Contributions, lost market penetration, loss of System representation in the Franchise's market area, confusion of accounts and/or individual customers, lost opportunity costs, and expenses we will incur in developing another franchise in your Territory (collectively, "Brand Damages"). We and you acknowledge that Brand Damages are difficult to estimate accurately and proof of Brand Damages would be burdensome and costly, although such damages are real and meaningful to us. Therefore, in the event that we terminate this Franchise Agreement before the Initial Term expires (but after you open the Franchise for business) pursuant to this Section, you agree to pay us, within 15 calendar days following the effective date of termination, an amount equal to the average combined monthly Royalty and Advertising Contributions payable from the opening date of the Franchise through the date of early termination, multiplied by the lesser of: (i) 36, or (ii) the number of full months remaining in the term of the Franchise Agreement, except that liquidated damages will not, under any circumstances, be less than \$30,000 ("Liquidated Damages").

You agree that Liquidated Damages as calculated under this Section represent the best estimate of our Brand Damages arising from termination of the Franchise Agreement before the Initial Term expires. Your payment of Liquidated Damages will not be considered a penalty, but instead a reasonable estimate of fair compensation to us for the Brand Damages we will incur because this Franchise Agreement did not continue for the Initial Term's full length. The liquidated damages provision only covers our damages from the loss of cash flow from the Royalty and Advertising Contributions. It does not cover any other damages, including damages to our reputation with the public and landlords and damages arising from a violation of



any provision of this Agreement other than the Royalty and National Advertising Fund sections. Franchisee and each of its Principal Owners agree that the liquidated damages provision does not give us an adequate remedy at law for any default under, or for the enforcement of, any provision of this Agreement other than the Royalty and National Advertising Fund sections.

You acknowledge that your payment of Liquidated Damages is full compensation to us only for the Brand Damages resulting from the early termination of this Franchise Agreement, and is in addition to, rather than in lieu of, your obligations to (i) pay all other amounts due to us under this Franchise Agreement as of the effective date of termination, and (ii) to comply strictly with your de-identification and other post-termination obligations of Section 16 below. We shall be entitled to recover all costs, including attorney fees, incurred in connection with the termination and collection of Liquidated Damages, if allowed by applicable law.

Notwithstanding anything to the contrary in the immediately preceding two paragraphs, if the Franchise had not yet opened for business as of the effective date of termination, then you instead must pay us ten percent (10%) of the initial franchise fee you paid rather than paying us Liquidated Damages as described above.

In addition, if, in the opinion of our legal counsel, any provision of this Franchise Agreement is contrary to law, then you and we agree to negotiate in good faith an amendment that would make this Franchise Agreement conform to the applicable legal requirements. If you and we are unable to reach such an agreement, or if fundamental changes to this Franchise Agreement are required to make it conform to the legal requirements, then we reserve the right to terminate this Franchise Agreement upon notice to you, in which case all of post-termination obligations set forth in Section 16 shall apply.

In the event of a default by you, all of our costs and expenses arising from such default, including reasonable accountant fees, attorney fees and reasonable hourly charges of our administrative employees shall be paid to us by you within five days after cure or upon demand by us if such default is not cured.

If you and your owners are in full compliance with this Franchise Agreement, and we fail to comply with this Franchise Agreement and we do not correct the failure within 30 days after you deliver written notice of the failure to us or, if we cannot correct the failure within 30 days, give you, within 30 days after your notice, reasonable evidence of our effort to correct the failure within a reasonable time, you may terminate this Franchise Agreement effective an additional 30 days after you deliver to us written notice of termination. Your termination of this Franchise Agreement other than according to this Section will be deemed a termination without cause and a breach of this Franchise Agreement.

16. RIGHTS AND OBLIGATIONS OF COMPANY AND FRANCHISE OWNER UPON TERMINATION OR EXPIRATION OF THE FRANCHISE.

16.1 *Payment of Amounts Owed to Company.* You agree to pay us within five days after the effective date of termination or expiration of the Franchise, or any later date that the amounts due to us are determined, all amounts owed to us or our affiliates which are then unpaid.

16.2 *Marks.* You agree that after the termination or expiration of the Franchise you will:

(a) not directly or indirectly identify any business with which you are associated as a current or former Assisting Hands Business;



(b) not use any Mark or any colorable imitation of any Mark in any manner or for any purpose, or use for any purpose any trademark or other commercial symbol that suggests or indicates an association with us;

(c) return to us or destroy (whichever we specify) all customer lists, forms and materials containing any Mark or otherwise relating to an Assisting Hands Business;

(d) remove all Marks affixed to uniforms or, at our direction, cease to use those uniforms; and

(e) take any action that may be required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark.

16.3 *De-Identification.* If you retain possession of the Office, you agree to completely remove or modify, at your sole expense, any part of the interior and exterior decor we deem necessary to disassociate the Office with the image of an Assisting Hands Business, including any signage bearing the Marks. If you do not take the actions we request within 30 days after notice from us, we have the right to enter the Office and make the required changes at your expense, and you agree to reimburse us for those expenses on demand.

16.4 *Confidential Information.* You agree that on termination or expiration of the Franchise you will immediately cease to use the Confidential Information and agree not to use it in any business or for any other purpose. You further agree to immediately return to us all copies of the Confidential Operations Manual and any written Confidential Information or other confidential materials we have loaned or provided to you.

16.5 *Covenant Not to Compete.* Upon the termination or expiration of this Franchise Agreement, you and your Principal Owners, and your officers, directors, General Managers, and certain other independent contractors or employees that have access to the Confidential Information (“Key Individuals”) agree that, for a period of one (1) year after the later of (i) the effective date of termination or expiration, or (ii) the date on which you stop operating the Franchise, neither you nor your Principal Owners or Key Individuals will be employed by or have any direct or indirect interest (whether through a member of your immediate family or that of a Principal Owner or Key Individual, or otherwise) as a disclosed or beneficial owner, investor, manager, or consultant, in any business (1) offering products or services the same as or similar to those offered at or sold by the Franchise or any other Assisting Hands Business; and (2) located at or within a radius of 15 miles of the Office, any other Assisting Hands Business, or a site for which an Assisting Hands Business has been approved. Franchisee and/or each Principal Owner and Key Individual further agrees that for one (1) year after the termination or expiration of this Franchise Agreement, it will not directly or indirectly: (a) induce, canvas, solicit, or request or advise any customers of ours, the Franchise, or any Assisting Hands franchisee to become customers of any person, firm, or business that competes with any business of ours, the Franchise, or any Assisting Hands Business; or (b) induce, request, or advise any customer of ours, the Franchise, or any Assisting Hands Business to terminate or decrease such customer’s relationship with us, the Franchise, or any Assisting Hands Business; or (c) disclose to any other person, firm, partnership, corporation, or other entity the names, addresses, or telephone numbers of any of our customers, the Franchise, or any Assisting Hands Business, except as required by law.

16.6 *Company’s Option to Purchase the Franchise.* Upon the termination or expiration of the Franchise, we will have the option, but not the obligation, exercisable for 30 days upon written notice of you, to purchase at fair market value all of the assets of the Franchise, including all approved equipment, fixtures, furniture and signs and all supplies, materials, and other items imprinted with any Mark, and to

take an assignment of the lease for the Office and any other lease or concession agreement necessary for the operation of the Franchise. If you and we cannot agree on the fair market value of the assets of the Franchise within a reasonable time, such value shall be determined by an average of the appraisals of two independent appraisers, one of whom will be selected by you and one of whom will be selected by us. If the appraisals differ by over ten percent (10%), then you and we will mutually agree on a value, or if you and we cannot agree, our appraisers will cooperatively select a third appraiser whose determination of market value will be final. We shall not assume any liabilities, debts or obligations of the Franchise in connection with any such Transfer, and you will indemnify us from any and all claims made against us arising out of any such Transfer of the assets of the Franchise. All parties will comply with all laws in connection with any such transfer, and you agree to cooperate in complying with all such requirements.

The closing shall occur within 30 days after we exercise our option to purchase the assets or such later date as may be necessary to comply with applicable bulk sales or similar laws. At the closing, you and we both agree to execute and deliver all documents necessary to vest title in the purchased assets and/or real property in us free and clear of all liens and encumbrances, except those assumed by us and/or to effectuate the lease of the Office. You also agree to provide us with all information necessary to close the transaction. We reserve the right to assign our option to purchase the Franchise or designate a substitute purchaser for the Franchise. By signing this Franchise Agreement, you irrevocably appoint us as your lawful attorney-in-fact with respect to the matters contemplated by this Section 16.6, with full power and authority to execute and deliver in your name all documents required to be provided by you under this Section in the event you do not provide them in a timely and proper manner. You also agree to ratify and confirm all of our acts as your lawful attorney-in-fact, and to indemnify and hold us harmless from all claims, liabilities, losses or damages suffered by us in so doing.

Once we give notice that we will purchase the Franchise's assets, we will have the right to immediately take over the operations of the Franchise. From the date we take over the Franchise to the date of closing of the purchase of the Franchise's assets, we will be entitled to use any Gross Revenue of the Franchise to operate the Franchise, and to retain as a management fee up to ten percent (10%) of the balance of such Gross Revenue after operating expenses are paid, plus any additional costs and expenses we may incur.

16.7 *Continuing Obligations.* All obligations of this Franchise Agreement (whether yours or ours) that expressly or by their nature survive the expiration or termination of this Franchise Agreement will continue in full force and effect after and notwithstanding its expiration or termination until they are satisfied in full or by their nature expire.

16.8 *Management of the Franchise; Step-In Rights.* We have the right, but not the obligation, to step-in and designate an individual of our choosing (an "Interim Manager") for so long as we deem necessary and practical to temporarily manage your Franchise: (i) if we have the right to terminate this Franchise Agreement as a result of your breach under Section 15 or you fail to comply with any provision of this Agreement and do not cure the failure within the time period specified by the Agreement or us; (ii) if we determine in our sole judgment that the operation of your Franchise is in jeopardy; (iii) if we determine in our sole discretion that operational problems require that we operate the Franchise; (iv) if you abandon or fail to actively operate the Franchise; (v) upon the absence, termination, illness, death, incapacity, divorce or disability of you, all of your Principal Owners' or the General Manager; or (vi) if we deem you or your General Manager incapable of operating the Franchise ("Step-in Rights"). In the event we exercise the Step-in Rights, all Gross Revenue from the Franchise's operation while we assume its management will be kept in a separate account, and all of the Franchise's expenses will be charged to this account. We will charge you (besides the Continuing Royalty and Advertising Contributions due under this Franchise Agreement) our then-current management fee (currently, \$500 per day), up to 90 consecutive days, plus our direct out of pocket costs and expenses, including reasonable attorney's fees, if we assume management

of the Franchise under this Section. We have a duty to utilize only our reasonable efforts in managing the Franchise and will not be liable to you for any debts, losses, or obligations the Franchise incurs, or to your creditors for any products or services the Franchise purchases, while we manage it under this Section. The Interim Manager will have no liability to you except to the extent directly caused by its gross negligence or willful misconduct. We will have no liability to you for the activities of an Interim Manager unless we are grossly negligent in appointing the Interim Manager, and you agree to indemnify and hold harmless us, the Interim Manager, and any representative of ours who may act hereunder, from any and all acts which we may perform or omissions, as regards the interests of you or third parties. Nothing contained herein shall prevent us from exercising any other rights or seeking any other remedies which we may have under this Franchise Agreement, including, without limitation, termination.

16.9 *Identifiers.* You acknowledge that all telephone numbers, facsimile numbers, social media websites, internet addresses and email addresses (collectively “Identifiers”) used in the operation of your Franchised Business constitute our assets, and upon termination or expiration of this Franchise Agreement, you will take such action within five days to cancel or assign to us or our designee as determined by us, all of your right, title and interest in and to such Identifiers and will notify the telephone company and all listing agencies of the termination or expiration of your right to use any Identifiers, and any regular, classified or other telephone directory listing associated with the Identifiers and to authorize a transfer of the same to, or at our direction. You agree to take all action required cancel all assumed name or equivalent registrations related to your use of the Marks. You acknowledge that, we have the sole rights to, and interest in, all Identifiers used by you to promote your Franchised Business and/or associated with the Marks. You irrevocably appoint us, with full power of substitution, as your true and lawful attorney-in-fact, which appointment is coupled with an interest, to execute such directions and authorizations as may be necessary or prudent to accomplish the foregoing. You further appoint us to direct the telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party to transfer such Identifiers to us or our designee. The telephone company, postal service, registrar, Internet Service Provider, listing agency, website operator, or any other third party may accept such direction by us pursuant to this Franchise Agreement as conclusive evidence of our rights to the Identifiers and our authority to direct their transfer.

16.10 *Other Post-Termination Obligations.* You must follow any procedures established by us to ensure the expiration or termination of this Franchise Agreement (or any successor term thereof) creates the least disruption possible to the System, including those procedures set forth in the Confidential Operations Manual.

## 17. ENFORCEMENT.

17.1 *Invalid Provisions; Substitution of Valid Provisions.* To the extent that the non-competition provisions of Sections 9.3, 14.5, or 16.5 are deemed unenforceable because of their scope in terms of area, business activity prohibited, length of time, or other conditions, you agree that the invalid provisions will be deemed modified or limited to the extent or manner necessary to make those particular provisions valid and enforceable, to the greatest extent possible, to reflect or achieve the intent of the parties expressed in such provisions under the laws applicable to the forum or jurisdiction where enforcement is sought.

If any lawful requirement or court order of any jurisdiction (1) requires a greater advance notice of the termination or non-renewal of this Franchise Agreement than is required under this Franchise Agreement, or taking some other action which is not required by this Franchise Agreement, or (2) makes any provision of this Franchise Agreement or any specification, standard, or operating procedure we prescribed invalid or unenforceable, then the advance notice and/or other action required or revision of the specification, standard, or operating procedure will be substituted for the comparable provisions of this

Franchise Agreement to make the modified provisions enforceable to the greatest extent possible. You agree to be bound by any such modification to the greatest extent permissible under applicable law.

17.2 *Unilateral Waiver of Obligations.* Either you or we may, by written notice, unilaterally waive or reduce any obligation or restriction of the other under this Franchise Agreement. The waiver or reduction may be revoked for any reason by providing ten days' advanced written notice.

17.3 *Written Consents from Company.* Whenever this Franchise Agreement requires our advance approval or consent, you agree to make a timely written request for it. Our approval or consent will not be valid unless it is in writing.

17.4 *Lien.* To secure your performance under this Franchise Agreement and indebtedness for all sums due us or our affiliates, we shall have a lien upon, and you grant us a security interest in, the following collateral and any and all additions, accessions, and substitutions to or for it, and the proceeds from all of the same: (a) all inventory, equipment, furnishings, fixtures, and supplies now owned or after acquired by you and the Franchise, including but not limited to all inventory, equipment, furnishings, fixtures, and supplies transferred to or acquired by you for this Franchise Agreement; (b) all accounts of you and/or the Franchise now existing or subsequently arising, with all interest in you and/or the Franchise, now existing or subsequently arising, with all chattel paper, documents, and instruments relating to such accounts; (c) all contract rights of you and/or the Franchise, now existing or subsequently arising; and (d) all general intangibles of you and/or the Franchise, now owned or existing, or after acquired or subsequently arising. You authorize us to file and record financing statements, financing statement amendments, continuation financing statements, fixture filings and other documents we deem necessary to evidence, perfect and continue the priority of security interests in these assets. You also agree to execute such financing statements, instruments, and other documents, in a form satisfactory to us, that we deem necessary so that we may establish and maintain a valid security interest in and to these assets.

17.5 *No Guarantees.* If, in connection with this Franchise Agreement, we provide to you any waiver, approval, consent, or suggestion, or if we neglect to provide or delay our response or deny any request for any of those, then we will not be deemed to have made any warranties or guarantees upon which you may rely, and will not assume any liability or obligation to you.

17.6 *No Waiver.* If at any time we do not exercise a right or power available to us under this Franchise Agreement, or do not insist on your strict compliance with the terms of the Franchise Agreement, or if there develops a custom or practice that is contrary to the terms of this Franchise Agreement, then we will not be deemed to have waived our right to demand exact compliance with any of the terms of this Franchise Agreement at a later time. Similarly, our waiver of any particular breach or series of breaches under this Franchise Agreement, or of any similar term in any other agreement between us and any other Assisting Hands franchisee, will not affect our rights with respect to any later breach. It will also not be deemed to be a waiver of any breach of this Franchise Agreement for us to accept payments that are due to us under this Franchise Agreement.

17.7 *Cumulative Remedies.* The rights and remedies specifically granted to either you or us by this Franchise Agreement will not be deemed to prohibit either you or us from exercising any other right or remedy provided under this Franchise Agreement, or otherwise permitted by law or in equity.

17.8 *Specific Performance; Injunctive Relief.* Notwithstanding anything to the contrary in Sections 17.9 and 17.10, we will be entitled, without being required to post a bond, to seek from an appropriate court any provisional remedies, including the entry of temporary and permanent injunctions and orders of specific performance in order to protect from violations that would cause immediate loss or damages or irreparable harm, for which there would be no adequate remedy at law, including to (1) enforce

the provisions of this Franchise Agreement relating to your use of the Marks and non-disclosure and non-competition obligations under this Franchise Agreement; (2) prohibit any act or omission by you or your employees that constitutes a violation of any applicable law, ordinance, or regulation; constitutes a danger to the public; or may impair the goodwill associated with the Marks or Assisting Hands Businesses; (3) any action for issues related to the disclosure or misuse of Confidential Information or trade secrets; (4) any other action to secure injunctive relief or specific performance and any related incidental damages; or (5) prevent any other irreparable harm to our interests. If a judicial action is expressly permitted by this Section 17.8 or 17.11, any such action shall be brought in the federal or state court situated where our principal place of business (currently Nampa, Idaho) when the action is commenced, or any other state or federal court of competent jurisdiction. The prevailing party will be entitled to recover its costs and reasonable attorney fees incurred by it in obtaining such relief. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. If we obtain an injunction or order of specific performance, then you shall pay us an amount equal to the total of our costs of obtaining it, including without limitation reasonable attorneys' and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, and any damages we incur as a result of the breach of any such provision.

17.9 *Mediation.* Except as specifically provided in this Franchise Agreement, all claims or disputes between the parties arising out of, or in any way relating to, this Franchise Agreement, or any of the parties' respective rights and obligations arising out of this Franchise Agreement (including Area Representatives), shall be submitted first to non-binding mediation prior to a hearing in binding arbitration or a trial court proceeding. Such mediation shall take place in the city in which our principal place of business is located (currently Nampa, Idaho) in accordance with the Commercial Mediation Rules of the American Arbitration Association ("AAA") then in effect. Franchisee may not commence any action against us (and/or any Area Representative) with respect to any such claim or dispute in any court or arbitration hearing unless 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 us. The parties shall each bear their own costs of mediation and shall share equally the filing fee imposed by AAA and the mediator's fees. We reserve the right to specifically enforce our right to mediation. Prior to mediation, and before commencing any legal action against us (and/or any Area Representative) with respect to any such claim or dispute, Franchisee must submit a notice to us, which specifies in detail, the precise nature and grounds of such claim or dispute.

17.10 *Arbitration.* Except as specifically provided in this Franchise Agreement, the parties agree that any and all disputes between them (including Area Representatives), and any claim by either party that cannot be amicably settled, shall be submitted to binding arbitration before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). At the option of either party, the arbitrator shall be selected from a list of retired federal or state judges supplied by AAA, if available. If the AAA or any successor thereto is no longer in existence at the time arbitration is commenced, you and we will agree on another arbitration organization to conduct the arbitration proceeding. This agreement to arbitrate shall be enforceable through a motion to compel arbitration filed with the court having jurisdiction over such matter. The arbitrator must issue a written opinion explaining the reasons for his or her decision and award and the arbitrator will have the right to award or include in the award the specific performance of this Franchise Agreement. Each party shall bear one-half of the arbitrator's and administration expenses incurred during the arbitration process; provided, however, that the prevailing party shall be entitled to recover its expenses, including reasonable attorneys' fees, accounting fees and arbitrator and administrative expenses, in addition to any other relief to which it is found entitled. All arbitration proceedings shall take place in the city of or closest to our principal place of business (currently Nampa, Idaho). Except for claims excluded from mediation and arbitration herein, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of this Agreement including,



but not limited to any claim that all or any part of this Agreement is void or voidable. Except as required by any applicable law, including any required disclosure in our franchise disclosure document, or by any court order or lawful subpoena, the entire arbitration proceeding and related documents are confidential.

17.11 *Claims Excluded.* We will not be required to arbitrate or first attempt to mediate a controversy, dispute or claim against Franchisee through arbitration or mediation as set forth in this Section 17 if such controversy, dispute or claim concerns an allegation by us that Franchisee has violated (or threatens to violate, or poses an imminent risk of violating): (a) any of our rights in the Marks, the System, or in any of our trade secrets, intellectual property, or Confidential Information; (b) any claims pertaining to our non-monetary post-termination obligations; or (c) any of the restrictive covenants contained in this Franchise Agreement. Nothing in this Franchise Agreement bars us or Franchisee from seeking preliminary injunctive or declaratory relief against a breach or threatened breach of this Franchise Agreement pending arbitration or mediation of the dispute, if applicable.

17.12 *Waivers.*

**WAIVER OF PUNITIVE DAMAGES.** COMPANY AND FRANCHISEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES AGAINST THE OTHER ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), WITH THE EXCEPTION OF TRADEMARK LAW TREBLE DAMAGES.

**JURY TRIAL WAIVER.** THE PARTIES HEREBY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR EQUITY, REGARDLESS OF WHICH PARTY BRINGS SUIT. THIS WAIVER SHALL APPLY TO ANY MATTER WHATSOEVER BETWEEN THE PARTIES HERETO WHICH ARISES OUT OF OR IS RELATED IN ANY WAY TO THIS AGREEMENT, THE PERFORMANCE OF EITHER PARTY, AND/OR FRANCHISEE'S PURCHASE FROM COMPANY OR ITS AFFILIATES AND/OR ANY GOODS OR SERVICES OBTAINED FROM COMPANY OR ITS AFFILIATES.

**WAIVER OF CLASS OR GROUP ACTION.** ANY DISAGREEMENT BETWEEN COMPANY AND FRANCHISEE (AND/OR THEIR AFFILIATES AND OWNERS) WILL BE CONSIDERED UNIQUE AS TO ITS FACTS AND CANNOT BE BROUGHT AS A CLASS ACTION OR CLASS ARBITRATION. FRANCHISEE WAIVES ANY RIGHT TO PROCEED AGAINST COMPANY (AND COMPANY'S AFFILIATES, STOCKHOLDERS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS) BY WAY OF CLASS ACTION, CLASS ARBITRATION, OR BY WAY OF A MULTI-PLAINTIFF, CONSOLIDATED OR COLLECTIVE ACTION.

**LIMITATION OF ACTIONS.** WE AND YOU AGREE THAT ANY LEGAL ACTION OF ANY KIND BY A PARTY ARISING OUT OF OR RELATING TO THIS FRANCHISE AGREEMENT OR A DEFAULT OF THIS FRANCHISE AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE OCCURRENCE OF THE FACTS GIVING RISE TO ANY SUCH CLAIM OR ACTION OR SUCH CLAIM OR ACTION WILL BE BARRED PROVIDED, HOWEVER, THAT THE FORGOING LIMITATION SHALL NOT APPLY WHERE REQUIRED BY APPLICABLE LAW, TO THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS FRANCHISE AGREEMENT.

17.13 *Governing Law/Consent to Jurisdiction.* Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051 et seq.) and except for all issues relating to arbitrability or the enforcement or interpretation of the agreement to arbitrate set forth in Section 17.10 that



will be governed by the United States Arbitration Act (9 U.S.C. § 1 et seq.) and the federal common law relating to arbitration, this Franchise Agreement and the Franchise will be governed by the internal laws of the State of Idaho (without reference to its choice of law and conflict of law rules), except that the provisions of any Idaho law relating to the offer and sale of business opportunities or franchises or governing the relationship of a franchisor and its franchisees will not apply unless their jurisdictional requirements are met independently without reference to this Section. You agree that we may institute any action against you arising out of or relating to this Franchise Agreement (which is not required to be arbitrated hereunder or as to which arbitration is waived) in the state or federal court of general jurisdiction situated where our principal place of business is located (currently Nampa, Idaho) when the action is commenced, and you irrevocably submit to the jurisdiction of such courts and waive any objection you may have to either the jurisdiction or venue of such court.

17.14 *Binding Effect.* This Franchise Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Franchise Agreement is binding on and will inure to the benefit of our successors and assigns and, subject to the provisions governing Transfers contained in this Franchise Agreement, will be binding on and inure to the benefit of your successors and assigns, and if you are an individual, on and to your heirs, executors, and administrators.

17.15 *No Liability to Others; No Other Beneficiaries.* We will not, because of this Franchise Agreement or by virtue of any approvals, advice or services provided to you, be liable to any person or Entity who is not a party to this Franchise Agreement, and no other party shall have any rights because of this Franchise Agreement.

17.16 *Construction.* All headings of the various Sections and Sections of this Franchise Agreement are for convenience only, and do not affect the meaning or construction of any provision. All references to a “Section” in this Franchise Agreement means all the Sections contained under that particular Section, and all references to a “Section” in this Franchise Agreement means all the sentences and/or paragraphs contained under that particular Section. All references to “include” or “including” in this Franchise Agreement, whether capitalized or not, mean “including, by way of example, but without limitation.” All references in this Franchise Agreement to masculine, neuter or singular usage will be construed to include the masculine, feminine, neuter or plural, wherever applicable. Except where this Franchise Agreement expressly obligates us to reasonably approve or not unreasonably withhold our approval of any of your actions or requests, we have the absolute right to refuse any request by you or to withhold our approval of any action or omission by you. The term “affiliate” as used in this Franchise Agreement is applicable to any company directly or indirectly owned or controlled by you or your Principal Owners, or any company directly or indirectly owned or controlled by us that sells products or otherwise transacts business with you.

17.17 *Joint and Several Liability.* If two or more persons constitute the Franchisee under this Franchise Agreement, then their obligation and liability to us shall be joint and several.

17.18 *Force Majeure.* No party shall be liable for any loss or damage that arises directly or indirectly through or as a result of any delay in the fulfilment of or failure to fulfil its obligations in whole or in part (other than the payment of money as may be owed by a party) under this Franchise Agreement where the delay or failure is due to Force Majeure. In the event of Force Majeure, the parties shall be relieved of their respective obligations only to the extent the parties are respectively necessarily prevented or delayed in such performance during the period of such Force Majeure. As used in this Franchise Agreement, the term “Force Majeure” shall mean any act of God, strike, lock-out or other industrial disturbance, war (declared or undeclared), riot, epidemic, fire or other catastrophe, act of any government and any other similar cause which is beyond the party’s control and cannot be overcome by use of normal commercial measures. The party whose performance is affected by an event of Force Majeure shall give

prompt notice of such Force Majeure event to the other party, which in no case shall be more than five (5) days after the event, setting forth the nature thereof and an estimate as to its duration, and the affected party shall furnish the other party with periodic reports regarding the progress of the Force Majeure event. Each party must use its best efforts to mitigate the effect of the event of Force Majeure upon its performance of this Franchise Agreement and to fulfill its obligations under the Franchise Agreement. Upon completion of the event of Force Majeure, the party affected must as soon as reasonably practicable recommence the performance of its obligations under this Franchise Agreement. An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of the event, nor does that event affect any obligation to pay money owed under the Franchise Agreement or to indemnify us, whether such obligation arose before or after the Force Majeure event. An event of Force Majeure shall not affect your obligations to comply with any restrictive covenants, use of Confidential Information or use of the Marks under this Franchise Agreement, during or after the Force Majeure event.

17.19 *Multiple Originals.* This Franchise Agreement may be executed using multiple copies, each of which shall be deemed an original.

17.20 *Timing Is Important.* Time is of the essence of this Franchise Agreement. (“Time is of the essence” is a legal term that emphasizes the strictness of time limits. In this case, it means it will be a breach of this Franchise Agreement to fail to perform any obligation within the time required or permitted by this Franchise Agreement.)

17.21 *Independent Provisions.* The provisions of this Franchise Agreement are deemed to be severable. In other words, the parties agree that each provision of this Franchise Agreement will be construed as independent of any other provision of this Franchise Agreement.

17.22 *Survival.* The provisions of this Section 17 shall apply during the term of this Franchise Agreement and following the termination, expiration, or non-renewal of this Franchise Agreement.

17.23 *Attorney’s Fees and Costs.* In any civil action or arbitration brought pursuant to this Section 17, the substantially prevailing party shall be entitled to its reasonable attorney’s fees and costs, including the fees and costs for any post-judgment motions, including post-judgment motions for fees and costs.

## 18. NOTICES AND PAYMENTS.

All written notices, reports and payments permitted or required under this Franchise Agreement or by the Confidential Operations Manual will be deemed delivered: (a) at the time delivered by hand; (b) one business day after transmission by email or other electronic system; (c) one business day after being placed in the hands of a reputable commercial courier service for next business day delivery; or (d) three business days after placed in the U.S. mail by priority mail, delivery confirmation; and addressed to the party to be notified or paid at its most current principal business address of which the notifying party has been advised, or to any other place designated by either party. Any required notice, payment or report which we do not actually receive during regular business hours on the date due (or postmarked by postal authorities at least two days before it is due) will be deemed delinquent. Notice shall be sent to the following addresses numbers:

To us: Lane Kofoed, CEO  
Assisting Hands Home Care, LLC  
5700 E Franklin Road  
Suite #105  
Nampa, Idaho 83687

To you: The Notice Address listed in Attachment I of this Franchise Agreement.

19. INDEPENDENT PROFESSIONAL JUDGMENT OF YOU AND YOUR GENERAL MANAGER.

You and we acknowledge and agree that the specifications, standards and operating procedures related to the services offered by the Franchise are not intended to limit or replace your or your General Manager's (if any) professional judgment in supervising and performing the services offered by your Franchise. The specifications, standards, and operating procedures represent only the minimum standards, and you and your General Manager (if any) are solely responsible for ensuring that the Franchise performs services in accordance with all applicable requirements and standards of care. Nothing in this Franchise Agreement shall obligate you or your General Manager (if any) to perform any act that is contrary to your or your General Manager's (if any) professional judgment; provided, however, that you must notify us immediately upon your determination that any specification, standard or operating procedure is contrary to your or your General Manager's (if any) professional judgment.

20. ENTIRE AGREEMENT.

This Franchise Agreement, together with the introduction and exhibits to it, constitutes the entire agreement between us, and there are no other oral or written understandings or agreements between us concerning the subject matter of this Franchise Agreement. No provision herein expressly identifying any term or breach of this Franchise Agreement as material shall be construed to imply that any other term or breach which is not so identified is not material. This Franchise Agreement may be modified only by written agreement signed by both you and us, except that we may modify the Confidential Operations Manual at any time as provided herein. Notwithstanding the foregoing, nothing in this Franchise Agreement shall disclaim or require you to waive reliance on any representation that we made in the FDD (including its exhibits and amendments) that we delivered to you or your representative, subject to any agreed-upon changes to the contract terms and conditions described in that FDD and reflected in this Franchise Agreement (including any riders or addenda signed at the same time as this Franchise Agreement).

*(Signatures on following page)*

The parties to this Franchise Agreement now execute and deliver this Franchise Agreement in multiple counterparts as of the Effective Date.

**FRANCHISOR:**

ASSISTING HANDS HOME CARE, LLC

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

Printed Name: Lane R. Kofoed

Title: CEO

**FRANCHISEE:**

\_\_\_\_\_  
Entity name (if any)

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

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

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

**ATTACHMENT I TO THE ASSISTING HANDS FRANCHISE AGREEMENT**

**FRANCHISE DATA SHEET**

1. Effective Date. The “Effective Date” set forth in the introductory Paragraph of the Franchise Agreement is: \_\_\_\_\_.
  
2. Franchise Owner. The Franchise Owner set forth in the introductory Paragraph of the Franchise Agreement is: \_\_\_\_\_.
  
3. Territory. The Territory referred to in Section 2.3 of this Franchise Agreement shall be the geographic area described below as depicted on the following map:

(Continued)

4. Franchising Opening Schedule. In signing the foregoing Franchise Agreement to which this Attachment I is attached, you acknowledge that:

You have purchased the Franchise to which the Franchise Agreement corresponds as one of a group of \_\_\_\_\_ (\_\_\_\_\_) Franchises;

The Franchise to which this Franchise Agreement corresponds constitutes Franchise number \_\_\_\_\_ (\_\_\_\_\_) of the group of Franchises mentioned above.

You must open each Business mentioned above within a certain time period specified by us, the length of which depends upon the number of Businesses you have purchased and the number of these Businesses that you have developed and opened for business before developing and opening the Businesses to which the Franchise Agreement corresponds. You shall open your first Business within 180 days after signing its corresponding Franchise Agreement. If you purchase multiple Businesses, you shall open the second Business within six months of opening the first Business, and the third and each additional Business within six months of opening the previous Businesses to be opened.

5. Multiple Franchise Purchase-Office Requirements. Should more than one, and up to three, Franchises be purchased by Franchisee with contiguous territories, and provided that Franchisee maintains at least one Assisting Hands office location pursuant to one or more franchise agreements with us, Franchisee shall not be required to open additional Office locations for any additional Franchise Agreement between Franchisee and us. As such, the following sections in Section 3 shall only apply with respect to one Assisting Hands office and not to additional franchise agreements between us and Franchisee:

- 3.1 Site Approval.
- 3.2 Development of the Franchise.
- 3.3 Computer System.
- 3.4 Equipment, Furniture, Fixtures, Furnishings and Signs.
- 3.5 Franchise Opening.

Franchisee shall be required to, at all times, have at least one Office location. If for whatever reason the Franchise Agreement associated with the Office location is terminated, Franchisee shall be required to open another Office location pursuant to the above referenced sections.

6. Office. The Office location for the Franchised Business is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Initial Franchise Fee Paid. The Initial Franchise Fee paid by you, and received by us, under this Franchise Agreement on or before the Effective Date is \$\_\_\_\_\_.

8. Conversion Owner. You (select one):

\_\_\_\_\_ ARE NOT a Conversion Owner. \_\_\_\_\_ ARE a Conversion Owner.



9. Notice Address. The address for notices and payments by you to us under Section 18 of the Franchise Agreement is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FRANCHISOR:**

ASSISTING HANDS HOME CARE, LLC

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

Printed Name: Lane R. Kofoed

Title: CEO

**FRANCHISEE:**

\_\_\_\_\_  
Entity name (if any)

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

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

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

**ATTACHMENT II TO THE ASSISTING HANDS FRANCHISE AGREEMENT**

**OWNERSHIP INTERESTS IN FRANCHISEE**

Franchisee: \_\_\_\_\_

Form of Ownership  
(Check One)

Individual    Partnership    Corporation    Limited Liability Co.    Other

If a Partnership, provide name and address of each partner showing percentage owned, whether active in management, and indicate the state in which the partnership was formed.

If a Corporation, give the state and date of incorporation, the names and addresses of each officer and director, and list the names and addresses of every shareholder showing what percentage of stock is owned by each.

If a Limited Liability Company, give the state and date of formation, the name and address of the manager, list the names and addresses of every member and the percentage of membership interest held by each member.

State and Date of Formation: \_\_\_\_\_

Management (managers, officers, board of directors, etc.):

Name	Title

Members, Stockholders, Partners:

Name	Address	Percentage of Stock

\*If any members, stockholders or partners are entities, please list the owners of such entities up through the individuals.

*(Signatures on following page)*

**FRANCHISEE:**

Date: \_\_\_\_\_

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

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

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

**OR:  
(if an Entity)**

**FRANCHISEE:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Entity name (if any)

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

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

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

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

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

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

## **ATTACHMENT III TO THE ASSISTING HANDS FRANCHISE AGREEMENT**

### **OWNERS AGREEMENT**

As a condition to the execution by Assisting Hands Home Care, LLC (“we” or “us”), of a Franchise Agreement with \_\_\_\_\_ (“Franchisee”), each of the undersigned individuals (“Owners”), who constitute all of the owners of a direct or indirect beneficial interest in Franchisee, as well as their respective spouses, covenant and agree to be bound by this Owners Agreement (“Owners Agreement”).

#### **1. Acknowledgments.**

1.1 **Franchise Agreement.** Franchisee entered into a franchise agreement with us effective as of \_\_\_\_\_ (“Franchise Agreement”). Capitalized words not defined in this Owners Agreement will have the same meanings ascribed to them in the Franchise Agreement.

1.2 **Role of Owners.** Owners are the beneficial owners or spouses of the beneficial owners of all of the direct or indirect equity interest, membership interest, or other entity controlling interest in Franchisee and acknowledge there are benefits received and to be received by each Owner, jointly and severally, and for themselves, their heirs, legal representatives, and assigns. Franchisee’s obligations under the Franchise Agreement, including the confidentiality and non-compete obligations, would be of little value to us if Franchisee’s direct and indirect owners were not bound by the same requirements. Under the provisions of the Franchise Agreement, Owners are required to enter into this Owners Agreement as a condition to our entering into the Franchise Agreement with Franchisee. Owners will be jointly and severally liable for any breach of this Owners Agreement.

#### **2. Non-Disclosure and Protection of Confidential Information.**

2.1 **Confidentiality.** Under the Franchise Agreement, we will provide Franchisee with specialized training, proprietary trade secrets, and other Confidential Information relating to the establishment and operation of a franchised business. The provisions of the Franchise Agreement governing Franchisee’s non-disclosure obligations relating to our Confidential Information are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with each obligation as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement. Any and all information, knowledge, know-how, techniques, and other data, which we designate as confidential, will also be deemed Confidential Information for purposes of this Owners Agreement.

2.2 **Immediate Family Members.** Owners acknowledge that they could circumvent the purpose of Section 2.1 by disclosing Confidential Information to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). Owners also acknowledge that it would be difficult for us to prove whether Owners disclosed the Confidential Information to family members. Therefore, each Owner agrees that he or she will be presumed to have violated the terms of Section 2.1 if any member of his or her immediate family uses or discloses the Confidential Information or engages in any activities that would constitute a violation of the covenants listed in Section 3, below, if performed by Owners. However, Owners may rebut this presumption by furnishing evidence conclusively showing that Owners did not disclose the Confidential Information to the family member.

### **3. Covenant Not to Compete and To Not Solicit.**

3.1 Non-Competition and Non-Solicitation During and After the Term of the Franchise Agreement. Owners acknowledge that as a participant in our system, they will receive proprietary and confidential information and materials, trade secrets, and the unique methods, procedures and techniques which we have developed. The provisions of the Franchise Agreement governing Franchisee's restrictions on competition and solicitation both during the term of the Franchise Agreement and following the expiration or termination of the Franchise Agreement are hereby incorporated into this Owners Agreement by reference, and Owners agree to comply with and perform each such covenant as though fully set forth in this Owners Agreement as a direct and primary obligation of Owners. Further, we may seek the same remedies against Owners under this Owners Agreement as we may seek against Franchisee under the Franchise Agreement.

3.2 Construction of Covenants. The parties agree that each such covenant related to non-competition and non-solicitation will be construed as independent of any other covenant or provision of this Owners Agreement. If all or any portion of a covenant referenced in this Section 3 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in a final decision to which we are a party, Owners agree to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 3.

3.3 Our Right to Reduce Scope of Covenants. Additionally, we have the right, in our sole discretion, to unilaterally reduce the scope of all or part of any covenant referenced in this Section 3 of this Owners Agreement, without Owners' consent (before or after any dispute arises), effective when we give Owners written notice of this reduction. Owners agree to comply with any covenant as so modified.

### **4. Continuing Guarantee.**

4.1 Payment. Owners will pay us (or cause us to be paid) all monies payable by Franchisee under the Franchise Agreement whether now or in the future on the dates and in the manner required for payment in the relevant agreement.

4.2 Performance. Owners unconditionally guarantee full performance and discharge by Franchisee of all of Franchisee's obligations under the Franchise Agreement whether now or in the future on the date and times and in the manner required in the relevant agreement.

4.3 Indemnification. Owners will indemnify, defend and hold harmless us, all of our affiliates, and the respective shareholders, directors, partners, employees, and agents of such entities, against and from all losses, damages, costs, and expenses which we or they may sustain, incur, or become liable for, whether now or in the future, by reason of: (a) Franchisee's failure to pay the monies payable (to us or any of our affiliates) pursuant to the Franchise Agreement, or to do and perform any other act, matter, or thing required by the Franchise Agreement; or (b) any action by us to obtain performance by Franchisee of any act, matter, or thing required by the Franchise Agreement.

4.4 No Exhaustion of Remedies. Owners acknowledge and agree that we will not be obligated to proceed against Franchisee or exhaust any security from Franchisee or pursue or exhaust any remedy, including any legal or equitable relief against Franchisee, before proceeding to enforce the obligations of the Owners as guarantors under this Owners Agreement, and the enforcement of such obligations can take place before, after, or contemporaneously with, enforcement of any of Franchisee's debts or obligations under the Franchise Agreement.

4.5 Waiver of Notice. Without affecting Owners' obligations under this Section 4, we can extend, modify, or release any of Franchisee's indebtedness or obligation, or settle, adjust, or compromise any claims against Franchisee, all without notice to the Owners. Owners waive notice of amendment of the Franchise Agreement and notice of demand for payment or performance by Franchisee.

4.6 Effect of Owner's Death. Upon the death of an Owner, the estate of such Owner will be bound by the obligations in this Section 4, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Owners will continue in full force and effect.

4.7 Waiver of Acceptance, Default and Defenses. Owners waive: (i) acceptance and notice of acceptance by us of the forgoing undertakings; (b) protest and notice of default to any party with respect to the indebtedness or non-performance of any obligations hereby guaranteed; and (c) any and all other notices and legal or equitable defenses, right of setoff, claim or counterclaim whatsoever to which they may be entitled at any time hereunder.

4.8 Continuing Nature. Owners agree that each of the obligations in this Section 4 shall be continuing and shall not be discharged by: (i) the insolvency of Franchisee or the payment in full of all of the obligations at any time; (ii) the power or authority or lack thereof of Franchisee to incur the obligations; (iii) the validity or invalidity of any of the obligations; (iv) the existence or non-existence of Franchisee as a legal entity; (v) any statute of limitations affecting the liability of Owners or the ability of us to enforce this Franchise Owner Agreement or the obligations; or (vi) any right of offset, counterclaim or defense of any Owner, including, without limitation, those which have been waived by Owners pursuant to this Franchise Owners Agreement.

## **5. Transfers.**

Owners acknowledge and agree that we have granted the Franchise Agreement to Franchisee in reliance on Owners' business experience, skill, financial resources, and personal character. Accordingly, Owners agree: a) not to sell, encumber, assign, transfer, convey, pledge, merge, or give away any direct or indirect interest in this Franchisee, unless Owners first comply with the sections in the Franchise Agreement regarding transfers and assignment, and b) that any attempt to do so will be a breach of this Owners Agreement and the Franchise Agreement.

## **6. Notices.**

6.1 Method of Notice. Any notices given under this Owners Agreement shall be in writing and delivered in accordance with the provisions of the Franchise Agreement.

6.2 Notice Addresses. Our current address for all communications under this Owners Agreement is:

Assisting Hands Home Care, LLC  
5700 E. Franklin Road, Suite #105  
Nampa, Idaho 83687

The current address of each Owner for all communications under this Owners Agreement is designated on the signature page of this Owners Agreement. Any party may designate a new address for notices by giving written notice to the other parties of the new address according to the method set forth in the Franchise Agreement.



## **7. Enforcement of This Owners Agreement.**

7.1 Dispute Resolution. Any claim or dispute arising out of or relating to this Owners Agreement shall be subject to the dispute resolution provisions of the Franchise Agreement. This agreement to engage in such dispute resolution process shall survive the termination or expiration of this Owners Agreement.

7.2 Choice of Law; Jurisdiction and Venue. This Owners Agreement and any claim or controversy arising out of, or relating to, any of the rights or obligations under this Owners Agreement, and any other claim or controversy between the parties, will be governed by the choice of law and jurisdiction and venue provisions of the Franchise Agreement.

7.3 Provisional Remedies. We have the right to seek from an appropriate court any provisional remedies, including temporary restraining orders or preliminary injunctions to enforce Owners' obligations under this Owners Agreement. Owners acknowledge and agree that there is no adequate remedy at law for Owners' failure to fully comply with the requirements of this Owners Agreement. Owners further acknowledge and agree that, in the event of any noncompliance, we will be entitled to temporary, preliminary, and permanent injunctions and all other equitable relief that any court with jurisdiction may deem just and proper. If injunctive relief is granted, Owners' only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Owners expressly waive all claims for damages they incurred as a result of the wrongful issuance.

## **8. Miscellaneous.**

8.1 No Other Agreements. This Owners Agreement constitutes the entire, full, and complete agreement between the parties, and supersedes any earlier or contemporaneous negotiations, discussions, understandings or agreements. There are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Owners Agreement, other than those in this Owners Agreement. No other obligations, restrictions or duties that contradict or are inconsistent with the express terms of this Owners Agreement may be implied into this Owners Agreement. Except for unilateral reduction of the scope of the covenants permitted in Section 3.3 (or as otherwise expressly provided in this Owners Agreement), no amendment, change or variance from this Owners Agreement will be binding on either party unless it is mutually agreed to by the parties and executed in writing. Time is of the essence.

8.2 Severability. Each provision of this Owners Agreement, and any portions thereof, will be considered severable. If any provision of this Owners Agreement or the application of any provision to any person, property or circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Owners Agreement will be unaffected and will still remain in full force and effect. The parties agree that the provision found to be invalid or unenforceable will be modified to the extent necessary to make it valid and enforceable, consistent as much as possible with the original intent of the parties (i.e. to provide maximum protection for us and to effectuate the Owners' obligations under the Franchise Agreement), and the parties agree to be bound by the modified provisions.

8.3 No Third-Party Beneficiaries. Nothing in this Owners Agreement is intended to confer upon any person or entity (other than the parties and their heirs, successors, and assigns) any rights or remedies under or by reason of this Owners Agreement.

8.4 Construction. Any term defined in the Franchise Agreement which is not defined in this Owners Agreement will be ascribed the meaning given to it in the Franchise Agreement. The language of this Owners Agreement will be construed according to its fair meaning, and not strictly for or against either

party. All words in this Owners Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as you, their obligations and liabilities must be joint and several. Headings are for reference purposes and do not control interpretation.

8.5 Binding Effect. This Owners Agreement may be executed in counterparts, and each copy so executed and delivered will be deemed an original. This Owners Agreement is binding on the parties and their respective heirs, executors, administrators, personal representatives, successors and (permitted) assigns.

8.6 Successors. References to “Franchisor” or “the undersigned,” or “you” include the respective parties' heirs, successors, assigns, or transferees.

8.7 Nonwaiver. Our failure to insist upon strict compliance with any provision of this Owners Agreement shall not be a waiver of our right to do so. Delay or omission by us respecting any breach or default shall not affect our rights respecting any subsequent breaches or defaults. All rights and remedies granted in this Owners Agreement shall be cumulative.

8.8 No Personal Liability. You agree that fulfillment of any and all of our obligations written in the Franchise Agreement or this Owners Agreement, or based on any oral communications which may be ruled to be binding in a court of law, shall be our sole responsibility and none of our owners, officers, agents, representatives, nor any individuals associated with us shall be personally liable to you for any reason.

8.9 Owners Agreement Controls. In the event of any discrepancy between this Owners Agreement and the Franchise Agreement, this Owners Agreement shall control.

*(Signatures on following page)*

**IN WITNESS WHEREOF**, the parties have entered into this Owners Agreement as of the effective date of the Franchise Agreement.

**OWNER(S):**

**SPOUSE(S):**

Sign: \_\_\_\_\_  
Printed Name: [Insert Name of Owner]  
Address: [Insert Address of Owner]

Sign: \_\_\_\_\_  
Printed Name: [Insert Name of Spouse]  
Address: [Insert Address of Spouse]

Sign: \_\_\_\_\_  
Printed Name: [Insert Name of Owner]  
Address: [Insert Address of Owner]

Sign: \_\_\_\_\_  
Printed Name: [Insert Name of Spouse]  
Address: [Insert Address of Spouse]

Sign: \_\_\_\_\_  
Printed Name: [Insert Name of Owner]  
Address: [Insert Address of Owner]

Sign: \_\_\_\_\_  
Printed Name: [Insert Name of Spouse]  
Address: [Insert Address of Spouse]

Assisting Hands Home Care, LLC hereby accepts the agreements of the Owner(s) hereunder.

**ASSISTING HANDS HOME CARE, LLC**

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

Title: Lane R Kofoed, CEO

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**EXHIBIT C**

**FRANCHISE DISCLOSURE QUESTIONNAIRE**

## FRANCHISE DISCLOSURE QUESTIONNAIRE

**(This questionnaire is not to be used for any franchise sale in or to residents of California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin)**

As you know, Assisting Hands Home Care, LLC (“we” or “us”), and you are preparing to enter into a Franchise Agreement for the operation of an Assisting Hands Home Care Franchise. **You cannot sign or date this questionnaire the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement.** Please review each of the following questions carefully and provide honest responses to each question. If you answer “No” to any of the questions below, please explain your answer in the table provided below.

**Do not sign this Questionnaire if you are a resident of Maryland or the franchise is to be operated in Maryland.**

1.     Yes\_\_ No\_\_     Have you received and personally reviewed the Franchise Agreement and each attachment or exhibit attached to it that we provided?
2.     Yes\_\_ No\_\_     Have you received and personally reviewed the Franchise Disclosure Document and each attachment or exhibit attached to it that we provided?
3.     Yes\_\_ No\_\_     Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it?
4.     Yes\_\_ No\_\_     Do you understand all the information contained in the Franchise Disclosure Document and Franchise Agreement?
5.     Yes\_\_ No\_\_     Have you reviewed the Franchise Disclosure Document and Franchise Agreement with a lawyer, accountant, or other professional advisor, or have you had the opportunity for such review and chosen not to engage such professionals?
6.     Yes\_\_ No\_\_     Have you had the opportunity to discuss the benefits and risks of developing and operating an Assisting Hands Home Care Franchise with an existing Assisting Hands Home Care franchisee?
7.     Yes\_\_ No\_\_     Do you understand the risks of developing and operating an Assisting Hands Home Care Franchise?
8.     Yes\_\_ No\_\_     Do you understand the success or failure of your Assisting Hands Home Care Franchise will depend in large part upon your skills, abilities, and efforts, and those of the persons you employ, as well as many factors beyond your control such as competition, interest rates, the economy, inflation, labor and supply costs, and other relevant factors?
9.     Yes\_\_ No\_\_     Do you understand all disputes or claims you may have arising out of or relating to the Franchise Agreement must be arbitrated in Idaho, if not resolved informally or by mediation (subject to state law)?
10.    Yes\_\_ No\_\_     Do you understand that you must satisfactorily complete the initial training program before we will allow your Assisting Hands Home Care Franchise to open or consent to a transfer of the Assisting Hands Home Care Franchise to you?

11. Yes\_\_ No\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the costs involved in operating an Assisting Hands Home Care Franchise that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
12. Yes\_\_ No\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement and any addendum, concerning advertising, marketing, media support, marketing penetration, training, support service, or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
13. Yes\_\_ No\_\_ Do you agree that no employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue an Assisting Hands Home Care Franchise will generate that is not contained in the Franchise Disclosure Document or that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
14. Yes\_\_ No\_\_ Do you understand that the Franchise Agreement, including each attachment or exhibit to the Franchise Agreement, contains the entire agreement between us and you concerning the Assisting Hands Home Care Franchise?
15. Yes\_\_ No\_\_ Do you understand that we are relying on your answers to this questionnaire to ensure that the franchise sale was made in compliance of state and federal laws?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Signature of Franchise Applicant

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

EXPLANATION OF ANY NEGATIVE RESPONSES (REFER TO QUESTION NUMBER):

Question Number	Explanation of Negative Response

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**EXHIBIT D**

**LIST OF CURRENT AND FORMER FRANCHISEES**

**Current Franchisees as of December 31, 2023:**

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email	Outlets Operated
Kesti	Andy & Kelly	Ring and Cross, Inc.	21043 N. Cave Creek Rd #A 11	Phoenix	AZ	85024	(480) 863-6591	akesti@assistinghands.com kkesti@assistinghands.com	AZ: 1
Rogoveanu	John & Gabrielle	Diamond S Enterprises, Inc	3320 W Cheryl Dr #B120	Phoenix	AZ	85051	(480) 404-7818	jrogoveanu@assistinghands.com	AZ: 4
Rogoveanu	Emmanuel & Dana	Empowerment Home Health, LLC	10220 W Bell Rd; Ste 111	Sun City	AZ	85351	(602) 847-7117	bbruni@assistinghands.com	AZ: 2
Harrison	Richard	Harrison Healthcare, LLC	27285 Las Ramblas, suite 100	Mission Viejo	CA	92691	(949) 216-3900	rharrison@assistinghands.com	CA: 1
Brady	Judy	Assisting Hands HC of OC, LLC	881 Dover Dr. Suite 300	Newport Beach	CA	92663	(949) 650-2550	jbrady@assistinghands.com	CA: 1
Koh	Shana	E Learning Waves LLC	377 E. Chapman Ave. Suite 205	Placentia	CA	92870	(657) 373-2500	skoh@assistinghands.com	CA: 1
Haines	Nina	NGK Corporation	16870 W. Bernardo Dr #400	San Diego	CA	92127	(858) 774-4289	nhaines@assistinghands.com	CA: 6
Johnson	Ruth	At Your Service Healthcare, LLC	27130 Paseo Espada, Suite 523	San Juan Capistrano	CA	92675	(949) 441-4420	rjohnson@assistinghands.com	CA: 1
Rizvi	Alyna & Jamal	The Rizvi Group of Companies, Inc.	2551 San Ramon Valley Blvd., Suite 246	San Ramon	CA	94583	(925) 736-0800	arizvi@assistinghands.com jrizvi@assistinghands.com	CA: 1
Mertes	Tod & Collen	TAC Services LLC	2204 El Camino Real, Suite 215	Oceanside	CA	92054	(760) 444-0343	cmertes@assistinghands.com tmertes@assistinghands.com	CA: 1
Mehta	Sanjay	Aditi Enterprises Inc.	39675 Cedar Blvd Suite 180	Newark	CA	94560	(510)-319-7808	smehta@assistinghands.com	CA: 2
Bowdish	Tim & Beth	BTB Home Care LLC	6565 S. Dayton St Suite 1500	Greenwood Village	CO	80111	(720) 548-6400	tbowdish@assistinghands.com bbowdish@assistinghands.com	CO: 2
Titeica	Joyce	South Metro Home Care LLC	10288 W Chatfield Avenue, Suite 301	Littleton	CO	80127	(720) 779-0299	jtiteica@assistinghands.com	CO: 2

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email	Outlets Operated
Sutton	Phil & Venessa	Sutton Family Enterprises, LLC	10701 Melody Dr. Suite 400	Northglenn	CO	80234	(720) 780-7755	psutton@assistinghands.com vsutton@assistinghands.com"	CO:1
Abraham/Mammen	Vijitha & Vintu	ELEOS Services LLC	370 Camino Gardens Blvd Suite 208	Boca Delray	FL	33432	(561) 419-6281	rabraham@assistinghands.com vmammen@assistinghands.com	FL: 2
Field	Tyler & Shawna	Field Home Health Care, LLC	1240 Rockledge Blvd, Suite 8	Brevard	FL	32955	(321) 506-4583	tfield@assistinghands.com sfield@assistinghands.com	FL: 2
Chau White	Michael & Johnathan	Terra Meridian, LLC	2701 W. Oakland Park Blvd, Ste 405	Fort Lauderdale	FL	33311	(754) 900-5102	mchau@assistinghands.com	FL: 4
DiCenzo	Tim & Annie	DiCenzo Enterprises Inc.	1850 Boy Scout Dr #A103	Fort Myers	FL	33907	(239) 337-4263	tdicenzo@assistinghands.com	FL: 3
Faulk	James & Sherry	Atlantic Spirit LLC	263 River Hills Drive, Unit 207	Jacksonville	FL	32216	(904) 543-2300	jfaulk@assistinghands.com sfaulk@assistinghands.com	FL: 2
Hardy	Matt & Tracy	Hardy Home Care LLC	1950 Miller Street Suite 6	Orange Park	FL	32073	(904) 746-1036	mhardy@assistinghands.com thardy@assistinghands.com	FL: 2
Castex	Shano	Nova Aetas Group, Inc.	11098 Biscayne Blvd., #300	Miami	FL	33161	(305) 676-2620	scastex@assistinghands.com	FL: 1
Morales	Armando	Moral Home Services, Inc.	11010 N. Kendall Drive Suite 100	Miami	FL	33176	(305) 338-2417	amorales@assistinghands.com anunez@assistinghands.com	FL: 1
Brown	Eric	Gulf Coast Assisting Hands, Inc.	10661 Airport Pulling Rd N Suite 15	Naples	FL	34109	(239) 896-5520	ebrown@assistinghands.com	FL: 1
Abraham	Vivake	Sacred Heart Care, Inc.	5328 Trouble Creek Road	New Port Richey	FL	34652	(813) 406-0044	vabraham@assistinghands.com	FL: 4
Sliacky	Martin	NCAS Group, Inc. (2 outlets)	5728 Major Blvd., Suite 545	Orlando	FL	32819	(407) 347-4700	msliacky@assistinghands.com	FL: 3
Ramirez	Marina	Miramar Home Care, LLC	1870 Forest Hills Blvd Suite 210	Palm Beach	FL	33406	(561) 716-1156	mr Ramirez@assistinghands.com	FL: 2

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email	Outlets Operated
Alex	Jobin	STJ Home Care, Inc.	6251 Park Blvd Suite 7	Pinellas	FL	33781	(727) 804-9928	bmoultrie@assistinghands.com	FL: 2
Wilcox	Tyler, Marissa & Tanner	Wilcox Homecare, LLC	1635 S Ridgewood Ave, Unit 102	South Daytona	FL	32119	(386) 868-2141	tannerwilcox@assistinghands.com tylerwilcox@assistinghands.com	FL: 3
Skolnik & Boggus	Adam & Linda	Perfect Timing Home Health LLC	8564 CR 466, Suite 205	The Villages	FL	32162	(352) 559-2207	lskolnik@assistinghands.com askolnik@assistinghands.com	FL: 1
Corvin	Russell	Corvin Westhoff & Associates, Inc.	2901 W Busch Blvd Ste 100	Tampa	FL	33618	(813) 514-2922	rcorvin@assistinghands.com	FL: 2
Nguyen	Alexis	Care For America, Inc.	4730 N. Habana Avenue Suite 304	Tampa	FL	33614	(800) 887-4517	anguyen@assistinghands.com	FL: 6
Teixeira	Karina	Assisting Broward, LLC	9720 Stirling Rd Suite 106C	West Broward	FL	33024	(786) 271-7337	kteixeira@assistinghands.com	FL: 2
Wakeman Moxam	Bart Brandon	Moxman Home Care LLC	44 4 <sup>th</sup> St SW	Winter Haven	FL	33880	(863) 877-3992	bwakeman@assistinghands.com bmoxam@assistinghands.com	FL: 2
Duro-Emanuel	Seni	Visit With Grace Inc.	1201 S Orlando Avenue STE 380	Winter Park	FL	32789	(407)-813-1988	sd-emanuel@assistinghands.com	FL: 5
Concemi	Al	Peachstate Homecare, LLC	6030 Bethelview Rd Ste #103	Cumming	GA	30040	(770) 744-3928	Sdabbs@assistinghands.com jdabbs@assistinghands.com	GA: 2
Bui	Hop & Lap	HLTH Cares, LLC	1635 Lakes Parkway Ste #N	Duluth	GA	30043	(470) 260-4646	lbui@assistinghands.com hbui@assistinghands.com	GA: 2
Salario	Daniellah	Salario Senior Care, LLC	1020 S. Arlington Heights Rd Suite 1NW	Arlington Heights	IL	60005	(847) 908-1525	dsalario@assistinghands.com	IL: 2
Flintz	Angela & Derek	Flintz Family Home Care, LLC	920 Davis Rd 2nd Floor	Elgin	IL	60123	(847) 417-8427	aflintz@assistinghands.com dflintz@assistinghands.com	IL: 2 TN: 1

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email	Outlets Operated
Morris	Angella	Tusks Enterprises, Inc.	150 First St Suite A	Fox Valley South	IL	60510	(630) 454-4880	amorris@assistinghands.com	IL: 2
Damasius	Darron	Damasius Franchising Inc.	1580 S Milwaukee Ave Suite 330	Libertyville	IL	60048	(847) 558-2228	ddamasius@assistinghands.com	IL: 2
Shearer	Alison	Home Healthcare Lombard Inc.	65 E. Park Blvd	Lombard	IL	60181	(630) 635-3900	ashearer@assistinghands.com	IL: 1
Washington	Sean	Celeston Inc.	600 Holiday Plaza Dr Suite 236	Matteson	IL	60443	(708) 300-9338	swashington@assistinghands.com	IL: 1
Ueberfluss	Rich and Jennifer	Chicagoland Senior Care, Inc.	50 S. Main St Suite 200	Naperville	IL	60563	(630) 305-9100	rueberfluss@assistinghands.com	IL: 4
Bell	Ira & Micheala	Pillar Bella Corporation	6500 College Drive, Suite 101E	Palos Heights	IL	60463	(773) 572-0080	ibell@assistinghands.com mbell@assistinghands.com	IL: 1
Dexter	Jennifer	Rockford Family Home Care LLC	5301 E State St #217	Rockford	IL	61108	(814) 884-2273	jdexter@assistinghands.com	IL: 1
Panayotov & Momtcheva	Jasmine & Daniela	DJ Home Care, LLC	1501 Woodfield Rd Suite 200N	Schaumburg	IL	60173	(847) 857-6166	jpanayotov@assistinghands.com dmomtcheva@assistinghands.com	IL: 2
Adler	Alex	TDDDB LLC	170 Jennifer Road Suite 120	Annapolis	MD	21401	(667) 408-8400	aadler@assistinghands.com	MD: 1
Johnson	Dean & Keisha	Share and Care, LLC	6230 Old Dobbin Lane Suite #230	Columbia	MD	21045	(443) 312-2111	djohnson@assistinghands.com kjohnson@assistinghands.com	MD: 1
Rudy	Troy	The Rudy Companies Inc.	328 W Patrick Street	Frederick	MD	21701	(301) 798-9030	trudy@assistinghands.com	MD: 2
Lorberbaum	Steve	Peaceful Mind Home Care, LLC	4853 Cordell Ave Suite PH-10A	Potomac	MD	20814	(301) 706-9007	slorberbaum@assistinghands.com	MD: 4
Tasto	Dave	Boston Northwest Home Care Inc.	5 Militia Dr, Suite 305	Lexington	MA	02421	(781) 315-6700	dtasto@assistinghands.com	MA: 4

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email	Outlets Operated
Benchhoff	John	Eleos Inc.	5 Middlesex Ave Suite 19	Wilmington	MA	01887	(781) 400-8880	jbenchhoff@assistinghands.com	MA: 2
Coleman	Monique	Adoring Home Care, LLC	42815 Garfield Rd Suite 203	Clinton Twp	MI	48038	(586) 435-6007	mcoleman@assistinghands.com	MI: 1
Bowerman	Benjamin & Chelsey	West Oakland Home Care LLC	56849 Grand River Ave. Suite 13	New Hudson	MI	48165	(248) 377-8300	Bbowerman@assistinghands.com cbowerman@assistinghands.com	MI: 2
Vold	Kaleb	Vold, LLC	15612 MN-7 #210	Minneapolis	MN	55111	(651) 503-0025	kvold@assistinghands.com	MN: 1
Kofoed & Meine	Karvel & Juliet	Expert Family Care, LLC	612 SW 3rd St., Suite B	Lee's Summit	MO	64063	(816) 207-3200	kkofloed@assistinghands.com jmeine@assistinghands.com	MO: 1 KS: 1
Olsen	Brianna & Kim	Olsen Home Care, LLC	1200 E. Maynard Road, Suite 201	Cary	NC	27511	(919) 535-9088	kolsen@assistinghands.com bolsen@assistinghands.com	NC: 1
Marinus & Renee	Wolvers	MJR Care Services, Inc.	2025 Lincoln Hwy Suite 150	Edison	NJ	08817	(732) 261-8935	mredshaw@assistinghands.com	NJ: 4
Mitra & Dave	Abhijit & Vaishali	AVM CARE LLC	1099 Wall St W, Suite# 212	Lyndhurst	NJ	07071	(551) 304 2442	amitra@assistinghands.com vdave@assistinghands.com	NJ: 2
Monderoy	Garth	GTMB LLC	513 W. Mt. Pleasant Ave Suite 111	Livingston	NJ	07039	(973) 970-2723	gmonderoy@assistinghands.com	NJ: 4
Bitar	Gaby & Stefania	BTR Home Care LLC	240 W Passaic St, Suite 8	Maywood	NJ	07607	(201) 754-7468	gbitar@assistinghands.com sbitar@assistinghands.com	NJ: 2
Patrizio	Gerry	GMP Family Matters, Inc.	1500 Meetinghouse Road Suite 2	Sea Girt	NJ	08750	(732) 272- 0222	gpatrizio@assistinghands.com	NJ: 5
Lopez	Raymond & Kylie	Battle Born Home Care LLC	7469 W. Lake Mead Blvd. Suite 140	Las Vegas	NV	89128	(702) 919-0231	rlopez@assistinghands.com klopez@assistinghands.com	NV: 1
Nyarko & Williams	Paul & Grace	JPN Holdings Inc.	8275 South Eastern Avenue, Suite 200	Las Vegas	NV	89123	(702) 850-2500	Pnyarko@assistinghands.com gwilliams@assistinghands.com	NV: 1



Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email	Outlets Operated
Chaye	Bryan, Jennifer & Lauren	JB LOC Home Services Inc.	1 Berea Commons Suite 200 Berea, OH	Berea	OH	44017	(216) 859-5110	Bchaye@assistinghands.com jchaye@assistinghands.com lchaye@assistinghands.com	OH: 2
Kling	Greg & Kim	Kling Partners, Inc.	8160 Corporate Pk Dr Suite 125	Cincinnati	OH	45242	(513) 222-2595	gkling@assistinghands.com kkling@assistinghands.com	KY: 1 OH: 6
Darke	Stephen	Assisting Hands Central Ohio LLC	94 N. Sandusky St Suite 202	Delaware	OH	43015	(740) 953-5223	sdarke@assistinghands.com	OH: 1
Smith	Bob	PTC Homecare Westlake LLC	26202 Detroit Rd Suite 300	Westlake	OH	44145	(440) 534-4100	rsmith@assistinghands.com	OH: 1
Rieder	Randy & Janel	Rieder Corp.	8800 SE Sunnyside Rd Suite #207N	Clackamas	OR	97015	(503) 928-8353	rrieder@assistinghands.com jrieder@assistinghands.com	OR: 2
Montgomery	Charles	Montgomery Family Enterprises, Inc.	50 Second Ave, Suite 2	Collegeville	PA	19426	(610) 945-6926	cmontgomery@assistinghands.com	PA: 1
Nyarko & Otchere-Addo	Emmanuel & Nana	Diamond State Advisory, LLC	312 West State Street Suite 213	Kennett Square	PA	19348	(610) 871-7444	notchereaddo@assistinghands.com enyarko@assistinghands.com	PA: 1
Falk	Tom & Jayne	Team Jayne, LLC	104 Hamilton St.	Lexington	SC	29072	(803) 354-2073	tfalk@assistinghands.com	SC: 1
Gore	Devin & Kayla	Scenic City Assistance LLC	5805 Lee Hwy #302	Chattanooga	TN	37421	(423) 933-3922	dgore@assistinghands.com kgore@assistinghands.com	TN: 1
Knox & LeSassier	Emmie & Louis	LeSass LLC	6301 Menchaca Rd. Ste. A	Austin	TX	78745	(512) 999-7379	eknox@assistinghands.com llesassier@assistinghands.com	TX: 2
Beveridge	Kim	Alert Home Care, LLC	4521 S. Hulen Suite 110	Fort Worth	TX	76109	(817) 832-8693	kbeveridge@assistinghands.com	TX: 1
Reyes	Marisol	MAR Health Services, LLC	13111 Westheimer Rd Suite 200	Houston	TX	77077	(832) 687-0288	mreyes@assistinghands.com	TX: 2

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	Email	Outlets Operated
Robbins	Terri	TLR Enterprises, LLC	1250 Indiana	Humble	TX	77396	(713) 253-7634	trobbins@assistinghands.com	TX: 2
McCleary	Matthew & Brittany	Matthew & Brittany McCleary	990 N Walnut Creek Dr, Suite 2017	Mansfield	TX	76063	(972) 640-4263	mmccleary@assistinghands.com bmcleary@assistinghands.com	TX: 2
Flake	Read & VaNae	Reva Ventures, Inc.	1600 E. Highway 6 Suite 402	Pearland	TX	77511	(281) 685-3426	rflake@assistinghands.com	TX: 1
Willems	Wolfgang	Betz Willems Care LLC	1721 W Plano Pkwy, Suite 126	Plano	TX	75075	(214) 295-7970	wwillems@assistinghands.com	TX: 2
McCullough	Robert	NPLH, Inc.	6600 LBJ Freeway Suite 188	Preston Hollow	TX	75240	(972) 998-3181	rmccullough@assistinghands.com lsorg@assistinghands.com	TX: 2
Sanders	Brett	Companion Home Care Virginia, LLC	5315 Lee Hwy FL 2	Arlington	VA	22207	(703) 988-1800	bsanders@assistinghands.com	VA: 3
Rohr	Eric	The Clover Lion Group, Inc.	1606 Santa Rosa Rd Suite #125	Henrico	VA	23229	(804) 500-9787	erohr@assistinghands.com	VA: 5
Mistry	Sam	Niyam Home Healthcare, LLC	20130 Lakeview Center Plaza Suite 400	Loudoun	VA	20147	(703) 408-4456	smistry@assistinghands.com	VA: 1
Hughes	Ellen	Ellen Hughes	11890 Sunrise Valley Dr Suite #105	Reston	VA	20191	(703) 556-8983	ehughes@assistinghands.com	VA: 2
Elario	Robin	Robin Elario	210 Regency Ct Suite L103	Brookfield	WI	53045	(262) 721-1155	relario@assistinghands.com	WI: 1
Davis	Greg	GS Davis Holdings, LLC	9130 W. Loomis Rd Suite 950	Franklin	WI	53132	(262) 510-0905	gdavis@assistinghands.com	WI: 3

**Franchisees with Unopened Outlets as of December 31, 2023:**

Last Name	First Name	Entity Name	Address	City	State	Zip Code	Phone	email
Tran	Tri	TBD	TBD	San Carlos	CA	TBD	TBD	ttran@assistinghands.com
Singh	Gaurav	TBD	TBD	Oak Park	IL	TBD	TBD	gsingh@assistinghands.com
Kling	Greg	TBD	TBD	Louisville	KY	TBD	TBD	gkling@assistinghands.com
Baxter	Lee	CAVU Enterprises Inc	14 Manchester Square Suite 275	Portsmouth	NH	03801	(603) 824-8200	lbaxter@assistinghands.com
Kling	Greg	TBD	TBD	Dayton	OH	TBD	TBD	gkling@assistinghands.com
Herrera	Ruben	TBD	24123 Boerne Stage Road	San Antonio	TX	78255	TBD	rherrera@assistinghands.com
Arivoli <sup>(1)</sup>	Sindhu	TBD	TBD	Keller	TX	TBD	TBD	sarivoli@assistinghands.com

<sup>(1)</sup>Franchisee has two unopened outlets

**Former Franchisees as of December 31, 2023:**

The name and last known address of every franchisee who had an Assisting Hands Home Care Franchise transferred, terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under our Franchise Agreement during the period January 1, 2023 to December 31, 2023, or who has not communicated with us within ten weeks of the Issuance Date of this Franchise Disclosure Document are listed below. If you buy this Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

Last Name	First Name	Address	City	State	Zip	Phone	Outlets Operated
Bruni	Brian	10220 W Bell Rd; Ste 111	Sun City	AZ	85351	(602) 847-7117	AZ: 2
Moultrie	Becky	6251 Park Blvd., Ste 7	Pinellas Park	FL	33781	(727) 748-4211	FL: 2
Ueberfluss	Dan	"5120 Belmont Rd, Suite I"	Downers Grove	IL	60515	(630) 321-9000	IL: 1
Dabbs	Stephen & Jared	6030 Bethelview Rd Ste #104	Cumming	GA	30040	(770) 744-3928	GA: 2
Redshaw	Matt	2025 Lincoln Highway Suite #150	Edison	NJ	08817	(732) 243-9669	NJ: 4
Patrizio <sup>(1)</sup>	Gerry	1500 Meetinghouse Road, Suite 2	Sea Girt	NJ	08750	(732) 272-0222	NJ: 2
Beveridge <sup>(2)</sup>	Kim	4521 S. Hulen Suite 110	Fort Worth	TX	76109	(817) 832-8693	TX: 1
Brass	Glen	1250 Indiana	Humble	TX	77396	(281) 540-7400	TX: 2
Akande	Ayo & Yemi	595 Round Rock West Drive, Suite 505	Round Rock	TX	78681	(512) 503-6373	TX: 1

<sup>(1)</sup>Franchisee sold two territories to Franchisor, but remains an active Franchise and Area Representative.

<sup>(2)</sup>Franchisee did not renew one territory in Texas, but remains an active franchisee.

**EXHIBIT E**

**FINANCIAL STATEMENTS**



# **ASSISTING HANDS HOME CARE, LLC**

FINANCIAL STATEMENTS  
WITH REPORT OF INDEPENDENT AUDITORS

DECEMBER 31, 2023, 2022 and 2021



# ASSISTING HANDS HOME CARE, LLC

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## **Independent Auditor's Report**

To the Members  
of Assisting Hands Home Care, LLC

### **Opinion**

We have audited the accompanying financial statements of Assisting Hands Home Care, LLC, (the "Company") which comprise the balance sheets as of December 31, 2023, 2022 and 2021, and the related statements of operations, members' equity, 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 Assisting Hands Home Care, LLC as of December 31, 2023, 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 Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company 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 the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

### **Auditor's 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 auditor's 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 the Company'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 the Company'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.

*Kezar J Dunlay*

St. George, Utah  
March 11, 2024

## ASSISTING HANDS HOME CARE, LLC

### BALANCE SHEETS

As of December 31, 2023, 2022, and 2021

	2023	2022	2021
<b>Assets</b>			
Current assets:			
Cash and cash equivalents	\$ 1,638,309	\$ 1,393,227	\$ 827,386
Accounts receivable	181,836	201,148	196,188
Notes receivable, current	96,000	205,500	150,247
Related party notes receivable, current	12,000	12,000	-
Deferred commissions, current	423,631	414,829	375,723
Prepaid expenses	18,495	10,000	17,500
Total current assets	2,370,270	2,236,704	1,567,044
Notes receivable, non-current	-	43,500	63,000
Related party notes receivable, non-current	681,286	700,439	-
Property and equipment, net	708,019	311,790	225,025
Intangible assets, net	1,304	9,896	18,488
Operating lease right of use asset	202,194	29,088	-
Deferred commissions, non-current	1,070,781	841,123	802,433
<b>Total assets</b>	<b>\$ 5,033,855</b>	<b>\$ 4,172,540</b>	<b>\$ 2,675,990</b>
<b>Liabilities and Members' Equity</b>			
Current liabilities:			
Accounts payable	\$ 47,693	\$ -	\$ 5,000
Accrued expenses	377,880	337,696	247,387
Members payable	-	250,000	-
Other current liabilities	155,156	170,693	80,675
Loans payable, current	16,620	72,104	-
Operating lease liability, current	81,056	29,512	-
Deferred revenue, current	955,378	930,829	796,826
Total current liabilities	1,633,783	1,790,834	1,129,888
Loans payable, non-current	55,630	-	-
Operating lease liability, non-current	124,739	-	-
Deferred revenue, non-current	3,528,019	3,180,038	2,456,557
Total liabilities	5,342,171	4,970,872	3,586,445
Members' equity			
Accumulated members' equity	(308,316)	(798,332)	(910,455)
Total members' equity (deficit)	(308,316)	(798,332)	(910,455)
<b>Total liabilities and members' equity</b>	<b>\$ 5,033,855</b>	<b>\$ 4,172,540</b>	<b>\$ 2,675,990</b>

The accompanying notes are an integral part of these financial statements.

**ASSISTING HANDS HOME CARE, LLC**  
**STATEMENTS OF OPERATIONS**  
For the years ended December 31, 2023, 2022, and 2021

	<b>2023</b>	<b>2022</b>	<b>2021</b>
Operating revenue:			
Franchise sale fees	\$ 1,362,172	\$ 1,122,915	\$ 1,032,411
Royalty fees	6,587,833	5,245,944	4,615,291
Ad fund fees	569,940	460,721	420,795
Other revenue	265,961	196,163	50,325
Total revenue	8,785,906	7,025,743	6,118,822
Operating expenses:			
General and administrative	2,457,648	2,300,797	1,691,782
Franchise development	3,497,793	2,569,568	2,235,697
Marketing expenses	632,374	553,598	431,536
Professional fees	65,688	69,980	68,010
Depreciation and amortization	90,146	83,638	48,094
Total operating expenses	6,743,648	5,577,581	4,475,119
Operating income	2,042,257	1,448,162	1,643,703
Other income (expense)			
Other income	-	-	115,955
Interest income	12,441	-	-
Interest expense	(6,655)	(1,534)	(382)
Gain on sale of fixed assets	6,295	1,724	13,104
Total other income	12,081	190	128,677
Net income	\$ 2,054,338	\$ 1,448,352	\$ 1,772,380

The accompanying notes are an integral part of these financial statements.

**ASSISTING HANDS HOME CARE, LLC**  
**STATEMENTS OF MEMBERS' EQUITY**  
For the years ended December 31, 2023, 2022, and 2021

	<u>Accumulated Members' Equity</u>	<u>Total Members' Equity (Deficit)</u>
Balance at December 31, 2021	\$ (910,455)	\$ (910,455)
Adoption of ASC 842	(212)	(212)
Members' distributions	(1,336,017)	(1,336,017)
Net income	1,448,352	1,448,352
Balance at December 31, 2022	<u>(798,332)</u>	<u>(798,332)</u>
Adoption of ASC 842	-	-
Members' distributions	(1,564,322)	(1,564,322)
Net income	2,054,338	2,054,338
Balance at December 31, 2023	<u>\$ (308,316)</u>	<u>\$ (308,316)</u>

The accompanying notes are an integral part of these financial statements.

## ASSISTING HANDS HOME CARE, LLC

### STATEMENTS OF CASH FLOWS

For the years ended December 31, 2023, 2022, and 2021

	2023	2022	2021
Cash flow from operating activities:			
Net income	\$ 2,054,338	\$ 1,448,352	\$ 1,772,380
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	90,146	83,638	48,094
Gain on sale of fixed assets	(6,295)	(1,724)	(13,104)
Adoption of ASC 842	-	212	-
Forgiveness of debt	-	-	(115,955)
Changes in operating assets and liabilities:			
Accounts receivable	19,313	(4,961)	(29,523)
Deferred commissions	(238,461)	(77,796)	37,526
Prepaid expenses	(8,495)	7,500	(17,500)
Accounts payable	47,693	(5,000)	2,500
Accrued expenses	40,184	90,309	(89,109)
Other current liabilities	(15,537)	90,018	70,675
Members payable	(250,000)	250,000	-
Operating lease	4,040	-	-
Deferred revenue	372,530	857,484	(132,551)
Net cash provided by operating activities	2,109,457	2,738,032	1,533,433
Cash flows from investing activities:			
Purchase of property and equipment	(524,230)	(127,246)	(229,106)
Proceeds from sale of property and equipment	135,901	45,000	93,000
Notes receivable	153,000	(35,753)	142,532
Related party notes receivable	19,153	(712,439)	-
Net cash (used in) provided by investing activities:	(216,176)	(830,437)	6,426
Cash flows from financing activities:			
Loan payments	(83,877)	(5,738)	(25,564)
Distributions to members	(1,564,322)	(1,336,017)	(1,917,156)
Net cash used in financing activities	(1,648,199)	(1,341,755)	(1,942,720)
Net increase (decrease) in cash	245,082	565,841	(402,861)
Cash at the beginning of the year	1,393,227	827,386	1,230,247
Cash at the end of the year	\$ 1,638,309	\$ 1,393,227	\$ 827,386
Supplementary disclosures of cash flows			
Cash paid for interest	\$ 6,655	\$ 1,530	\$ 382
Cash paid for taxes	\$ 55,384	\$ 56,798	\$ 69,126

The accompanying notes are an integral part of these financial statements.

Schedule of non-cash investing activities			
Purchase of vehicle with loan and/or trade-in allowance	<u>\$ 83,159</u>	<u>\$ 77,842</u>	<u>\$ -</u>
Schedule of non-cash financing activities			
Forgiveness of PPP Loan	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 115,955</u>

The accompanying notes are an integral part of these financial statements.



**ASSISTING HANDS HOME CARE, LLC**  
**NOTES TO THE FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

(1) Nature of Business and Summary of Significant Accounting Policies

*(a) Nature of Business*

Assisting Hands Home Care, LLC (the "Company") was formed on March 9<sup>th</sup>, 2006 in the State of Arizona, as a limited liability company. The Company is a non-medical at-home care ("Home Care") franchising network. Distributions are made at the discretion of management, based upon available cash flow. The liability of the members of the Company is limited to the members' total capital contributions.

The Company has developed a proprietary system for establishing, operating, managing and marketing a franchised Home Care company and offers two types of franchises: Single Unit Business Franchises for the right to operate a single business unit in a designated geographic area under the "Assisting Hands" name and other authorized names and marks using a system of distinctive operating procedures, methods, and standards that the Company has developed; and Area Representative Franchises for the right to offer franchises for regional marketing opportunities granting the franchisee (the "Area Representative") the right, in a specific geographic area (the "Regional Territory"), to solicit, recruit, screen, and interview prospective Assisting Hands Business Franchisees for the Company.

The company uses the accrual basis of accounting, and their accounting period is the 12 month period ending December 31 of each year.

*(b) Accounting Standards Codification*

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

*(c) Use of Estimates*

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

*(d) Reclassification*

Certain items in the prior year have been reclassified to conform to the current year's presentation.

*(e) Cash and Cash Equivalents*

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. Also included within cash equivalents are deposits in-transit from banks for payments related to third-party credit card and debit card transactions. Additionally, short-term investments with maturities greater than three months but less than or equal to 12 months are considered cash equivalents, provided they are readily convertible to known amounts of cash and are subject to insignificant risk of changes in value. Included in cash equivalents are 12-month certificates of deposit, which are held for liquidity management purposes and are stated at cost, which approximates fair value.

**ASSISTING HANDS HOME CARE, LLC**  
**NOTES TO THE FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

*(f) Accounts Receivable*

Accounts receivable are recorded for amounts due based on the terms of executed franchise agreements for franchise sales, royalty fees, and upon provision/shipment and invoicing of services or materials from the Company's offices. Accounts receivable are recorded at the invoiced amount and do not bear interest although a finance charge may be applied to such receivables that are past the due date. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. The Company determines the allowance based on historical collections, customers' current creditworthiness, age of the receivable balance both individually and in the aggregate, and general economic conditions that may affect the customer's ability to pay. All account balances are reviewed on an individual basis. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. When recoveries of receivables previously charged off are made, they are recognized as income when payment is received. The Company concluded that all of the receivables were fully collectible as of December 31, 2023, 2022 and 2021 and consequently no allowance for doubtful accounts has been established.

*(g) Property and Equipment*

Property and equipment are stated at historical cost and are depreciated using the straight-line method over the estimated useful lives of related assets. The useful lives generally range 5-7 yrs.

*(h) Long Lived Assets*

Long-lived assets, such as property and equipment, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized for the difference between the carrying amount of the asset and the fair value of the asset.

*(i) Intangible Assets*

The Company has adopted Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") 350, Intangibles - Goodwill and Other that requires that goodwill and intangible assets with indefinite lives (such as intellectual property) no longer be amortized to earnings but be tested for impairment at least annually. Intangible assets with finite lives (such as franchise development costs) are amortized over their estimated useful lives. The useful life of an intangible asset is the period over which the asset is expected to contribute directly or indirectly to future cash flows. Intangible assets with finite lives are reviewed for impairment if events or changes in circumstances indicate that the carrying value might not be recoverable.

Initial web site design costs are amortized over five years using the straight-line method. Costs associated with the acquisition of trademarks, trade names, and operating manuals are capitalized and amortized using the straight-line method over 15 years.

*(j) Revenue Recognition*

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") No. 2014-09, "Revenue from Contracts with Customers (Topic 606)". The ASU and all subsequently issued clarifying ASUs replaced most existing revenue recognition guidance in U.S. GAAP. The ASU also required expanded disclosures relating to the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

**ASSISTING HANDS HOME CARE, LLC**  
**NOTES TO THE FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

The Company adopted the new standard as of January 1, 2019, the first day of the Company’s fiscal year using the modified retrospective method. This method allows the standard to be applied retrospectively through a cumulative catch up adjustment recognized upon adoption. As part of the adoption of the ASU on January 1, 2019, the Company elected the following transition practical expedients: to apply the standard only to contracts that are not completed at the initial date of application.

On January 1, 2020, the Company also adopted another practical expedient that was issued with ASU No. 2021-02, “Franchisors – Revenue from Contracts with Customers (Subtopic 952-606)” to account for pre-opening services as distinct from the franchise license and to recognize pre-opening services as a single performance obligation. The cumulative adjustment recorded upon adoption of the practical expedient resulted in an increase to beginning retained earnings of \$172,414, a decrease in deferred commissions of \$127,300 and a decrease in deferred revenue of \$299,714.

ASC 606 provides that revenues are to be recognized when control of promised goods or services is transferred to a customer in an amount that reflects the consideration expected to be received for those goods or services. The standard does not impact the Company’s recognition of royalties and ad fund contributions from locations operated by a franchisee, which are based on a percentage of gross revenue and recognized at the time the underlying sales occur. The standard does change the timing for recognition of the Company’s initial franchise fees. The Company’s policy through December 31, 2018 was to recognize initial fees when significant obligations under the franchise agreements were considered substantially performed. Significant obligations were considered substantially performed at the time the franchisee completed initial training. Beginning in January 2019, a portion of the initial franchise fees for multi-unit franchise sales and area representative franchise sales have been recognized as the Company satisfies the franchise right performance obligation over the franchise term, which is generally 10 years.

The allocation of the initial franchise fee for single unit franchise sales and area representative franchise sales is to treat the distinct pre-opening service performance obligation as having stand-alone selling price of \$48,000 (\$55,000 beginning in 2022) and \$58,000 (\$62,000 beginning in 2022), respectively. The allocation of the initial franchise fee to the franchise right performance obligation is to take the total price of the upfront fees paid and then subtract the total of the stand-alone selling price basis value for the distinct pre-opening performance obligation above from the total.

For the franchise right performance obligation, control transfers to the customer evenly over the time period of the contract. For the distinct pre-opening service obligation which includes initial training, on-site assistance, and training and advice after opening, control transfers to the customer at a point in time upon completion of services. Management has determined that the point in time when franchisees complete training, on-site and ongoing assistance services is generally about six months from the franchise contract date.

The following table disaggregates the Company’s revenue based on the timing of satisfaction of performance obligations for the years ended December 31, 2023, 2022 and 2021:

	2023	2022	2021
Performance obligations satisfied over time	\$ 639,672	\$ 570,415	\$ 473,411
Performance obligations satisfied at a point in time	722,500	552,500	559,000
Total net franchise sales	<u>\$ 1,362,172</u>	<u>\$ 1,122,915</u>	<u>\$ 1,032,411</u>

The Company’s revenues consist of franchise sales, royalty fees, ad fund contributions and revenue from materials and services such as training. Weekly royalty fees are based on the franchise agreement and are generally 4 - 5% of the franchisee’s gross weekly sales. In addition, in 2011 the company began collecting monthly ad fund contributions from the franchisees. The ad fund is generally .5% of franchise gross sales.

Revenue from materials and services such as additional training is recognized upon provisioning/shipment and invoicing. Sales of services and materials are restricted to the Company’s franchisees.



**ASSISTING HANDS HOME CARE, LLC**  
**NOTES TO THE FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

*(k) Income Taxes*

The entity is structured as a limited liability company (LLC) under the laws of the State of Arizona. A limited liability company is classified as a partnership for federal and state income tax purposes and, accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under Accounting Standards Codification (“ASC”) Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company. Accordingly, there would be no effect on the Company’s financial statements.

The Company’s income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of December 31, 2023, the following tax years are subject to examination:

Jurisdiction	Open Years for Filed Returns	Return Filed in 2023
Federal	2020-2022	2022
Arizona	2020-2022	2022

*(l) Leases*

In February 2016, the FASB issued ASU 2016-02, “Leases (Topic 842)”, with several subsequent amendments, which requires lessees to recognize the assets and liabilities that arise from operating and finance leases on the balance sheets, with a few exceptions. ASC 842 replaced the existing lease guidance in U.S. GAAP. The Company adopted the new standard as of January 1, 2022, the first day of the Company’s fiscal year using a modified retrospective transaction approach. Under the approach, the Company adjusted assets and liabilities as of January 1, 2022 with a cumulative effect adjustment and did not retrospectively recast prior periods presented. In addition, the Company elected the package of practical expedients permitted under the transition guidance, which allowed the Company to forgo reassessing (a) whether a contract contains a lease, (b) lease classification, and (c) whether capitalized costs associated with a lease are initial direct costs. In addition, the Company elected the practical expedient relating to the combination of lease and non-lease components as a single lease component. The Company chose not to apply the hindsight practical expedient. The new lease guidance has been applied to the Company’s leases as of January 1, 2022, which impacted how operating lease assets and liabilities were recorded within the balance sheet, resulting in the recording of \$70,336 of lease liabilities and \$70,548 of right-of-use (“ROU”) assets on the balance sheet at transition. Adoption of the new standard did not materially affect the Company’s retained earnings, net income and cash flows.

For lease agreements entered into subsequent to the adoption of ASC 842, the Company determines if an arrangement is a lease at inception. The Company’s lease liabilities represent the obligation to make lease payments arising from the leases and right of use (“ROU”) assets are recognized as an offset at lease inception. ROU assets and lease liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. As most of the Company’s leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available at commencement date in determining the present value of lease payments. If the Company’s leases include options to extend the lease, the renewal options are not included in the minimum lease terms unless they are reasonably certain to be exercised. Rent expense for lease payments related to operating leases is recognized on a straight-line basis over the lease term and is included in general and administrative expenses in the statements of operations.

**ASSISTING HANDS HOME CARE, LLC**  
**NOTES TO THE FINANCIAL STATEMENTS**  
December 31, 2023, 2022 and 2021

*(m) Advertising Costs*

The Company expenses advertising costs as incurred. Advertising expenses for the years ended December 31, 2023, 2022, and 2021 were \$632,374, \$553,598, and \$431,536, respectively.

*(n) Financial Instruments*

For certain of the Company's financial instruments, including cash and cash equivalents, accounts receivable, long term notes receivable, accounts payable and accrued expenses, the carrying amounts approximate fair value due to their short maturities. The amounts shown for notes payable also approximate fair value because current interest rates and terms offered to the Company for similar debt are substantially the same.

*(o) Concentration of Risk*

The Company maintains its cash in bank deposit accounts which at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

**(2) Notes Receivable**

Notes receivable as of December 31, 2023, 2022 and 2021 consist of portions of financed initial fees and development fees outstanding as of the respective year ends. Terms for the notes vary. The notes are to be paid in monthly installments with payments ranging from \$1,000 to \$5,000 and are noninterest bearing. Terms range from 6 months to 44 months. As of December 31, 2023, 2022 and 2021 the note balances were \$122,000, \$249,000 and \$213,247, respectively. \$108,000 is current as of December 31, 2023.

**(3) Related Party Notes Receivable, Revenue and Expenses**

During 2022 the Company sold two territories to a related party. Proceeds from the sale were cash of \$58,000 and a note receivable for \$40,000. The note receivable is noninterest bearing and is to be paid in 40 monthly installments of \$1,000 beginning in October 2022. During 2022 two payments were made and the remaining balance was \$38,000 as of December 31, 2022, \$12,000 of which is current. As of December 31, 2023, 12 payments were made and the remaining balance was \$26,000, of which \$12,000 is current. Revenue from the related party included in franchise sale fees for 2023 and 2022 was \$50,000 and \$49,178, respectively. Royalties, Ad Fund, and Retreat Fund Revenues received from the related party during 2023 were \$45,235, \$4,338, and \$3,823, respectively. For 2022 revenues were \$9,683, \$964, and \$2,493, respectively.

During 2022 the Company also sold three Area Representative Territories to officers of the Company. The development fees for the three territories were a total of \$685,000. Proceeds from the transactions were \$10,000 of cash and noninterest bearing notes receivable for the other \$675,000. 50% of the net initial franchise fees paid by franchisees who purchase franchises in the development territories as well as 50% of royalty payments due to the officers for Area Representative Royalties will be applied to the balances of the notes until the notes are paid in full. Due to the manner of payments being applied over time to the note balances, it is likely that it will take years for the balances to be paid in full. The amounts to be applied to the notes and timing of when the amounts will be applied will vary on the basis of the occurrence of future events not substantially within the control of the officers and the Company. Therefore, there is uncertainty as to whether franchise sales and royalties to be applied to the note balances will be generated as markets and conditions could change. Because the amount to be applied to the balances during the next twelve-month period is not known and cannot be estimated, the full remaining note balances are included in related party notes receivable, non-current on the balance sheet. As of December 31, 2023 and 2022, the remaining balance of the notes is \$647,286 and \$654,439, respectively. Development fee revenue included in franchise sales fees being recognized evenly over the term of the area franchise agreements was \$62,481 during 2022. There was no development fee revenue for 2023. Area representative royalties for the related party territories during 2023 were a total of \$14,305. \$7,153, 50%, was applied to the note balances and the other

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50% was paid to the officers. Area representative royalties for the related party territories during 2022 were a total of \$2,123. \$1,061, 50%, was applied to the note balances and the other 50% was paid to the officers

The Company also advanced \$10,000 cash to two of the related party Area Representative Territories to begin operations. The advances are notes that are also included in related party notes receivable. They are also noninterest bearing, will be paid in the same manner as the development fees discussed above, and are included with non-current related party notes on the balance sheet.

During 2022 the Company opened an office in one of the related party territories owned by officers of the Company. The Company hired an office manager and has incurred other expenses on behalf of the office. Expenses paid on behalf of the office during 2023 and 2022 were \$55,250 and \$179,645, respectively. Royalties, Ad fund and Retreat Fund Revenue received from the office were \$20,363 \$3,600 and \$3,000, respectively for the year ended December 31, 2023. Royalties, Ad fund and Retreat Fund Revenue received from the office were \$2,895 \$2,400 and \$1,000, respectively for the year ended December 31, 2022.

(4) Property and Equipment

Property and equipment consist of the following as of December 31, 2023:

	2023	2022	2021
Office furniture	\$ 6,236	\$ 6,236	\$ 6,236
Office equipment	16,098	16,098	16,098
Vehicles	469,514	411,169	262,469
Land	391,534	-	-
	<u>899,957</u>	<u>433,503</u>	<u>284,803</u>
Less accumulated depreciation	(175,363)	(121,713)	(59,778)
	<u>\$ 708,019</u>	<u>\$ 311,790</u>	<u>\$ 225,025</u>

Depreciation expense for the years ended December 31, 2023, 2022, and 2021 was \$81,553, \$75,046, and \$38,532, respectively.

(5) Intangible Assets

Identifiable intangibles assets and their useful lives consist of the following as of December 31, 2023:

	2023	2022	2021
Operating manuals – 15 years	\$ 82,711	\$ 82,711	\$ 82,711
Trademark – 15 years	8,500	8,500	8,500
Website – 5 years	8,120	8,120	8,120
Software	41,625	41,625	41,625
	<u>140,956</u>	<u>140,956</u>	<u>140,956</u>
Less accumulated amortization	(139,652)	(131,059)	(122,468)
	<u>\$ 1,304</u>	<u>\$ 9,896</u>	<u>\$ 18,488</u>

Amortization expense associated with the intangible assets was \$8,592, \$8,592, and \$9,562 for the years ended December 31, 2023, 2022, and 2021, respectively. Estimated amortization expense is \$1,308 for 2024 and zero for 2025-2028 as the assets will be fully amortized as of December 31, 2024.



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(6) Deferred Commissions and Revenue

In accordance with its revenue policy, the Company has contract assets of deferred commissions and contract liabilities of deferred revenue.

The Company has estimated the following current and non-current portions of deferred commissions as of December 31, 2023, 2022 and 2021:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Deferred commissions, current	\$ 423,631	\$ 414,829	\$ 375,723
Deferred commissions, non-current	<u>1,070,781</u>	<u>841,123</u>	<u>802,433</u>
	<u>\$ 1,494,412</u>	<u>\$ 1,255,952</u>	<u>\$ 1,178,156</u>

The Company estimated the following current and non-current portions of deferred revenue as of December 31, 2023, 2022, and 2021:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Deferred revenue, current	\$ 955,378	\$ 930,829	\$ 796,826
Deferred revenue, non-current	<u>3,528,019</u>	<u>3,180,038</u>	<u>2,456,557</u>
	<u>\$ 4,483,397</u>	<u>\$ 4,110,867</u>	<u>\$ 3,253,383</u>

(7) Accrued Expenses

Accrued expenses as of December 31, 2023, 2022 and 2021 consist of the following:

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Commissions payable	\$ 213,950	\$ 185,700	\$ 71,400
Projected annual CEO bonus	59,000	76,500	90,000
Royalties due to area representatives	<u>104,930</u>	<u>75,496</u>	<u>85,987</u>
	<u>\$ 377,880</u>	<u>\$ 337,696</u>	<u>\$ 247,387</u>

(8) Other Current Liabilities

Other current liabilities consist of prepaid fees for the Company's upcoming 2024 Annual Conference that have been deferred as well as a deposit toward a future franchise purchase.

(9) Members Payable

Members payable consists of year-end member distributions paid subsequent to year-end. All of the 2023 and 2021 member distributions were paid prior to year-end. For the year ended December 31, 2022, the amount payable was \$250,000.

(10) Loans Payable

On April 22, 2020 the Company received a promissory note in the amount of \$115,955. This loan was made pursuant to the Paycheck Protection Program (the "PPP") created by Section 1102 of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"). The PPP loan could be forgiven if the Company complied with certain criteria provided by the Small Business Association (SBA). The note bore 1% interest with a maturity date of April 22, 2022. The Company applied for full forgiveness subsequent to year end in January 2021 and received



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full forgiveness on February 23, 2021. The loan was included in current liabilities as of December 31, 2020. Subsequent to receiving full forgiveness, the loan balance was recognized as other income during the year ended December 31, 2021.

During March 2020 the Company financed the purchase of a Company vehicle. The loan was secured by the vehicle and was payable in monthly installments of \$476 for sixty months beginning May 1, 2020 with an interest rate of 3.99%. As of December 31, 2020, the balance of the loan was \$19,880, \$4,588 of which was current. The Company paid the remaining balance of the loan in full in July 2021.

During May 2022 the Company financed the purchase of a Company vehicle. The loan was secured by the vehicle and was payable in monthly installments of \$1,038 beginning in June 2022 with a variable interest rate. The vehicle was involved in an accident before year end and was deemed a total loss. Thus, insurance proceeds were received for the value of the vehicle and the outstanding balance of the loan of \$72,104 as of December 31, 2022 was paid in full subsequent to year-end. As the loan was paid off in full in January 2023, it is included in current loans payable on the balance sheet as of December 31, 2022.

In December 2022, the Company financed the purchase of a Company vehicle. The loan was secured by the vehicle and was payable in 72 monthly installments of \$1,385 beginning in February 2023 with an interest rate of 6.09%. As of December 31, 2023, the balance of the loan was \$72,250, of which \$16,620 was current.

(11) Operating Lease

The Company has a lease for office space that is classified as an operating lease. The Company entered into the lease agreement on September 1, 2021. The term of the lease is two years without options to renew. Base monthly rent payments, which escalate 3% each year, are \$3,601 for the first year and \$3,707 for the second year. The Company used its vehicle loan initial interest rate of 5% as the incremental borrowing rate to extrapolate a rate to calculate the present value of the lease liability and right-of-use asset. This lease ended in March 2023. As of March 15, 2023, the Company signed a new lease that is classified as an operating lease. The term of the lease is 41.5 months without the option to renew. Base monthly rent payments range between \$6,514 and \$7,095 over the term. The Company used its vehicle loan interest rate of 6% as the incremental borrowing rate to extrapolate a rate to calculate the present value of the lease liability and right-of-use asset.

The Company shares the leased office space with a related party, an affiliate. Prior lease agreements were in the name of the related party and the Company paid the related party for its half of the rent previous to September 1, 2021. The related party now pays the Company for half of the rent. Rent reimbursement received from the related party during 2023, 2022 and 2021 was \$39,072, \$21,819 and \$21,188, respectively. Cash paid for amounts included in the measurement of the operating lease liability was \$75,341 and \$43,638 during 2023 and 2022. The Company's lease cost (net of reimbursement) for the years ended December 31, 2023, 2022, and 2021 was \$36,268, \$22,031, and \$21,188, respectively.

Maturities under the non-cancellable lease are as follows as of December 31, 2023:

	Rent Payments
2024	\$ 81,056
2025	83,487
2026	56,760
Total lease payments	\$ 221,303
Less: imputed interest	(15,509)
Present value of lease liability	\$ 205,794

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(12) Commitments and Contingencies

*(a) Officer Compensation*

The Company has compensation agreements with its officers that provide, in addition to their annual distributions, the option to purchase Home Care franchises at 50% of the regular franchise sales price, receive sales commissions on franchise sales and receive quarterly bonus payments on the net profit of the Company when royalty revenues reach certain defined points.

*(b) Litigation*

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is “probable” and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is “probable” but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is “reasonably possible,” disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are “remote” are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

*(c) Date of Management’s Evaluation*

Management has reviewed and evaluated subsequent events through March 11, 2024, the date on which the financial statements were issued.

**EXHIBIT F**

**STATE ADDENDA  
AND AGREEMENT RIDERS**

## STATE ADDENDA AND AGREEMENT RIDERS

### ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT FOR CERTAIN STATES FOR ASSISTING HANDS HOME CARE, LLC

The following modifications are made to the Assisting Hands Home Care, LLC (“**Franchisor**,” “**us**,” “**we**,” or “**our**”) Franchise Disclosure Document (“**FDD**”) given to franchisee (“**Franchisee**,” “**you**,” or “**your**”) and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement between you and us dated \_\_\_\_\_, 20\_\_ (“**Franchise Agreement**”). When the term “**Franchisor’s Choice of Law State**” is used, it means Idaho. When the term “**Supplemental Agreements**” is used, it means none.

Certain states have laws governing the franchise relationship and franchise documents. Certain states require modifications to the FDD, Franchise Agreement and other documents related to the sale of a franchise. This State Specific Addendum (“**State Addendum**”) will modify these agreements to comply with the state’s laws. The terms of this State Addendum will only apply if you meet the requirements of the applicable state independently of your signing of this State Addendum. The terms of this State Addendum will override any inconsistent provision of the FDD, Franchise Agreement or any Supplemental Documents. This State Addendum only applies to the following states: California, Hawaii, Illinois, Iowa, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Ohio, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

If your state requires these modifications, you will sign this State Addendum along with the Franchise Agreement and any Supplemental Agreements.

#### **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.**

The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the Franchise be delivered together with the FDD 14 days prior to execution of agreement.

California Corporations Code Section 31125 requires us to give to you an FDD approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

The Franchise Agreement contains provisions requiring binding arbitration with the costs being awarded to the prevailing party. The arbitration will occur in the State of Idaho. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of the Franchise Agreement restricting venue to a forum outside the State of California. The Franchise Agreement contains a mediation provision. The parties shall each bear their own costs of mediation and shall share equally the filing fee and the mediator’s fees.

The Franchise Agreement requires the application of the laws of the State of Idaho. This provision may not be enforceable under California law.

Neither Franchisor nor any other person listed in Item 2 of the FDD 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 such persons from membership in such association or exchange.

Item 19 of the FDD, “Financial Performance Representations,” shall be amended by the addition of the following paragraph: The Financial Performance Representations figures do 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 franchise business. Franchisees or former franchisees listed in the disclosure document may be one source of this information.

California Business and Professions Code Sections 20000 through 20043 provide rights to you concerning termination, transfer, or non-renewal of a franchise. If the Franchise Agreement or Supplemental Agreements contain a provision that is inconsistent with the California Franchise Investment Law, the California Franchise Investment Law will control.

The Franchise Agreement provides for termination upon bankruptcy. Any such 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 provision which extends beyond the termination of the Franchise. Such provisions may not be enforceable under California law.

Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable. Any such provisions contained in the Franchise Agreement or Supplemental Agreements may not be enforceable.

You must sign a general release of claims if you renew or transfer your Franchise. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516). Business and Professions Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 through 20043).

Our website 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).

Item 6 of the FDD is amended to state the highest interest rate allowed by law in California is 10% annually.

Pursuant to the Home Care Services Consumer Protection Act of 2013, (the “Act”), you must comply with the licensure and certification requirements of the Home Care Services Bureau (HCSB) effective January 1, 2016. The Act will apply to California agencies that provide home care services to consumers. Home care services as related to this Act include non-medical services and assistance provided by a registered home care aide to a client who, perhaps because of advanced age or physical or mental disability, cannot perform these services. These services enable the client to remain in his or her residence and include, but are not limited to, assistance with the following: bathing, dressing, shopping, feeding, exercising, and personal hygiene and grooming. For further information about the Home Care Services Consumer Protection Act, please visit the following website: <http://www.cclld.ca.gov/PG3654.htm>.

To the extent required by California state law, any skilled medical care must be performed under the direction of a medical doctor. You are responsible for investigating, understanding, and complying with all applicable laws, regulations, and requirements applicable to you and your Assisting Hands Franchise. You should consult with a legal advisor about whether these and/or other requirements apply to your Assisting Hands Business.

Assisting Hands Businesses may employ nursing staff to ensure that both non-medical and skilled medical care is provided in the State of California. Nursing staff includes Registered Nurses, Licensed Practical Nurses and Licensed Vocational Nurses. Each of the noted nurse types necessitate corresponding nursing licenses, i.e., RN License, LPN License, and LVN License.

Neither the franchisee nor the franchisor will interfere with the professional judgment of each type of nurse providing services under the Assisting Hands Business System.

The franchisor maintains authority over a nurse franchisee in the same manner as all other franchisees. Authority is limited to the enforcement of franchise law compliance, franchisor company policies and procedures, business, and healthcare regulation compliance. The franchisor does not have authority over the nurse franchisee's clinical license and cannot make or interfere with clinical decisions. The nurse franchisee practices his/her disciplines within the scope of his/her license under the Nurse Practice Act and reports directly to the Board of Nursing regarding the clinical license.

The franchisee maintains authority over any nurse as an employee of the Assisting Hands Business regarding federal and state employment guidelines, company policies and procedures, and healthcare regulation compliance. The franchisee does not have authority over a nurse's clinical license and cannot make or interfere with clinical decisions. A nurse practices his/her disciplines within the scope of his/her license under the Nurse Practice Act and reports directly to the Board of Nursing regarding the clinical license.

You must comply with the California prohibition against Kickback, Fee Splitting and referrals (See Business & Professions Code section 650 and California Health and Safety Code section 445). You must comply with any Federal prohibition against Kickback, Fee Splitting and Referrals.

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.

## HAWAII

The following is added to the Cover Page:

**THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT IS TRUE, COMPLETE AND NOT MISLEADING.**



**THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO YOU OR SUBFRANCHISOR AT LEAST SEVEN (7) DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN (7) DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS FRANCHISE DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH US AND YOU.**

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813

The status of the Franchisor's franchise registrations in the states which require registration is as follows:

1. States in which this proposed registration is effective are listed in Exhibit I of the FDD on the page entitled, "State Effective Dates".
2. States which have refused, by order or otherwise, to register these Franchises are:  
None
3. States which have revoked or suspended the right to offer the Franchises are:  
None
4. States in which the proposed registration of these Franchises has been withdrawn are:  
None

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.

#### Fee Deferral

Items 5 and 7 of the FDD and Section 6 of the Franchise Agreement are amended to state: Based upon the franchisor’s financial condition, the Hawaii Department of Commerce and Consumer Affairs has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement.

## **ILLINOIS**

Sections 4 and 41 and Rule 608 of the Illinois Franchise Disclosure Act states that court litigation must take place before Illinois federal or state courts and all dispute resolution arising from the terms of this Agreement or the relationship of the parties and conducted through arbitration or litigation shall be subject to Illinois law. The FDD, Franchise Agreement and Supplemental Agreements are amended accordingly.

The governing law or choice of law clause described in the FDD and contained in the Franchise Agreement and Supplemental Agreements is not enforceable under Illinois law. This governing law clause shall not be construed to negate the application of Illinois law in all situations to which it is applicable.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.” The Franchise Agreement is amended accordingly. To the extent that the Franchise Agreement would otherwise violate Illinois law, such Agreement is amended by providing that all litigation by or between you and us, arising directly or indirectly from the Franchise relationship, will be commenced and maintained in the state courts of Illinois or, at our election, the United States District Court for Illinois, with the specific venue in either court system determined by appropriate jurisdiction and venue requirements, and Illinois law will pertain to any claims arising under the Illinois Franchise Disclosure Act.

Item 17.v, Choice of Forum, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act.”

Item 17.w, Choice of Law, of the FDD is revised to include the following: “provided, however, that the foregoing shall not be considered a waiver of any right granted upon you by Section 4 of the Illinois Franchise Disclosure Act”.

The termination and non-renewal provisions in the Franchise Agreement and the FDD may not be enforceable under Sections 19 and 20 of the Illinois Franchise Disclosure Act.

Under Section 705/27 of the Illinois Franchise Disclosure Act, no action for liability under the Illinois Franchise Disclosure Act can be maintained unless brought before the expiration of three (3) years after the act or transaction constituting the violation upon which it is based, the expiration of one (1) year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act, or 90 days after delivery to you of a written notice disclosing the violation, whichever shall first expire. To the extent that the Franchise Agreement is inconsistent with the Illinois Franchise Disclosure Act, Illinois law will control and supersede any inconsistent provision(s).

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.

## Franchise Fee Deferral

Items 5 and 7 of the FDD and Section 6 of the Franchise Agreement are hereby revised to state that payment of the Initial Franchise Fee shall be deferred until after all of Franchisor's initial obligations are complete and the Franchise is open for business. The Illinois Attorney General's Office has imposed this deferral requirement due to our financial condition.

**See the last page of this Exhibit F for your required signature.**

## INDIANA

Item 8 of the FDD is amended to add the following:

Under Indiana Code Section 23-2-2.7-1(4), we will not accept any rebates from any person with whom you do business or associate in relation to transactions between you and the other person, other than for compensation for services rendered by us, unless the rebate is properly accounted for and submitted to you.

Item 17 of the FDD is amended to add the following:

Indiana Code 23-2-2.7-1(7) makes it unlawful for us to unilaterally terminate your Franchise Agreement unless there is a material violation of the Franchise Agreement and termination is not in bad faith.

Indiana Code 23-2-2.7-1(5) prohibits us to require you to agree to a prospective general release of claims subject to the Indiana Deceptive Franchise Practices Act.

The "Summary" column in Item 17.r. of the FDD is deleted and the following is inserted in its place:

No competing business for two (2) years within the Territory.

The "Summary" column in Item 17.t. of the FDD is deleted and the following is inserted in its place:

Notwithstanding anything to the contrary in this provision, you do not waive any right under the Indiana Statutes with regard to prior representations made by us.

The "Summary" column in Item 17.v. of the FDD is deleted and the following is inserted in its place:

Litigation regarding Franchise Agreement in Indiana; other litigation in Idaho. This language has been included in this Franchise Disclosure Document as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement, including all venue provisions, is fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.

The "Summary" column in Item 17.w. of the FDD is deleted and the following is inserted in its place:

Indiana law applies to disputes covered by Indiana franchise laws; otherwise Idaho law applies.

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Indiana:

1. The laws of the State of Indiana supersede any provisions of the FDD, the Franchise Agreement, or Idaho law, if such provisions are in conflict with Indiana law.
2. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the Franchise without good cause or in bad faith, good cause being defined under law as including any material breach of the Franchise Agreement, will supersede the provisions of the Franchise Agreement relating to termination for cause, to the extent those provisions may be inconsistent with such prohibition.
3. Any provision in the Franchise Agreement that would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Indiana Deceptive Franchise Practices Law is void to the extent that such provision violates such law.
4. The covenant not to compete that applies after the expiration or termination of the Franchise Agreement for any reason is hereby modified to the extent necessary to comply with Indiana Code 23-2-2.7-1 (9).
5. The following provision will be added to the Franchise Agreement:

No Limitation on Litigation. Despite the foregoing provisions of this Agreement, any provision in the Agreement which limits in any manner whatsoever litigation brought for breach of the Agreement will be void to the extent that any such contractual provision violates the Indiana Deceptive Franchise Practices Law.

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.

## **IOWA**

Any provision in the Franchise Agreement or Compliance Questionnaire which would require you to prospectively assent to a release, assignment, novation, waiver or estoppel which purports to relieve any person from liability imposed by the Iowa Business Opportunity Promotions Law (Iowa Code Ch. 551A) is void to the extent that such provision violates such law.

The following language will be added to the Franchise Agreement:

### **NOTICE OF CANCELLATION**

\_\_\_\_\_ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within three (3) business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within ten (10) business days following

receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence or business address, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty (20) days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Assisting Hands Home Care, LLC, 5700 E. Franklin Road, Suite #105, Nampa, Idaho 83687, or send a fax to Assisting Hands Home Care, LLC at (208) 321-5511 not later than midnight of the third business day after the Effective Date.

I hereby cancel this transaction.

Franchisee: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

## **MARYLAND**

### **AMENDMENTS TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENTS**

Item 17 of the FDD and the Franchise Agreement are amended to state: “The general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.”

Item 17 of the FDD and sections of the Franchise Agreement are amended to state that you may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the grant of the Franchise.

The Franchise Agreement is amended to state that all representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to, nor shall they act as, a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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.).

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.

### Fee Deferral

Item 5 of the FDD and the Franchise Agreement are revised to state: Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

### MICHIGAN

**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.**

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

- (a) A prohibition on your right to join an association of franchisees.
- (b) A requirement that you assent to a release, assignment, novation, waiver, or estoppel which deprives you of rights and protections provided in this act. This shall not preclude you, after entering into a Franchise Agreement, from settling any and all claims.
- (c) A provision that permits us to terminate a Franchise prior to the expiration of its term except for good cause. Good cause shall include your failure to comply with any lawful provision 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 us to refuse to renew your Franchise without fairly compensating you by repurchase or other means for the fair market value at the time of expiration of your inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to us and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the Franchise business are not subject to compensation. This subsection applies only if: (i) the term of the Franchise is less than five (5) years; and (ii) you are prohibited by the Franchise Agreement 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 you do not receive at least six (6) months' advance notice of our intent not to renew the Franchise.
- (e) A provision that permits us 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 the State of Michigan. This shall not preclude you from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.



(g) A provision which permits us to refuse to permit a transfer of ownership of a Franchise, except for good cause. This subdivision does not prevent us 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 transferee to meet our then-current reasonable qualifications or standards.

(ii) the fact that the proposed transferee is a competitor of us or our subfranchisor.

(iii) the unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) your or proposed transferee's failure to pay any sums owing to us or to cure any default in the Franchise Agreement existing at the time of the proposed transfer.

(h) A provision that requires you to resell to us items that are not uniquely identified with us. This subdivision does not prohibit a provision that grants to us 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 us the right to acquire the assets of a Franchise for the market or appraised value of such assets if you have breached the lawful provisions of the Franchise Agreement and have failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits us to directly or indirectly convey, assign, or otherwise transfer our obligations to fulfill contractual obligations to you 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.**

Any questions regarding this notice should be directed to:

State of Michigan  
Department of Attorney General  
Consumer Protection Division  
Attn: Franchise  
670 Law Building  
525 W. Ottawa Street  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

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.

## MINNESOTA

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise Agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of Minnesota.
3. Minn. Rule Part 2860.4400J prohibits a franchisee from waiving his rights to a jury trial or waiving his rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction, or consenting to liquidated damages, termination penalties or judgment notes. Any provision in the Franchise Agreement which would require you to waive your rights to any procedure, forum or remedies provided for by the laws of the State of Minnesota is deleted from any agreement relating to Franchises offered and sold in the State of Minnesota; provided, however, that this paragraph will not affect the obligation in the Franchise Agreement relating to arbitration.
4. With respect to Franchises governed by Minnesota law, we will comply with Minnesota Statute Section 80C.14, Subds. 3, 4 and 5, which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement; and that consent to the transfer of the Franchise will not be unreasonably withheld.
5. Item 13 of the FDD is hereby amended to state that we will protect your rights under the Franchise Agreement to use the Marks, or indemnify you from any loss, costs, or expenses arising out of any third-party claim, suit or demand regarding your use of the Marks, if your use of the Marks is in compliance with the provisions of the Franchise Agreement and our System standards.
6. Minnesota Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. As a result, the FDD and the Franchise Agreement, which require you to sign a general release prior to renewing or transferring your Franchise, are hereby deleted from the Franchise Agreement, to the extent required by Minnesota law.
7. The following language will appear as a new paragraph of the Franchise Agreement:

No Abrogation. Pursuant to Minnesota Statutes, Section 80C.21, nothing in the dispute resolution section of this Agreement will in any way abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80.C.
8. Minnesota Statute Section 80C.17 states that no action for a violation of Minnesota Statutes, Sections 80C.01 to 80C.22 may be commenced more than three (3) years after the cause of action accrues. To the extent that the Franchise Agreement conflicts with Minnesota law, Minnesota law will prevail.

9. Item 6 of the FDD and Section 6.4 of the Franchise Agreement are hereby amended to limit the Insufficient Funds Fee to \$30 per occurrence pursuant to Minnesota Statute 604.113.
10. 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.

## **NEW YORK**

1. The following information is added to the cover page of the Franchise Disclosure Document:

**INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.**

2. The following is added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge, or within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled “**Requirements for franchisee to renew or extend,**” and Item 17(m), entitled “**Conditions for franchisor approval of transfer:**”

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled “**Termination by franchisee**”: You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the “Summary” sections of Item 17(v), titled “**Choice of forum,**” and Item 17(w), titled “**Choice of law**”:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements - 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. Receipts - Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

## **NORTH DAKOTA**

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring that you sign a general release, estoppel or waiver as a condition of renewal and/or assignment may not be enforceable as they relate to releases of the North Dakota Franchise Investment Law.

Sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring resolution of disputes to be outside North Dakota may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

The Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Therefore, provisions of the FDD (including Item 17(v), the Franchise Agreement (including Section 17.13), and the Supplemental Agreements relating to choice of law may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Section 17.12 of the Franchise Agreement requires the franchisee to consent to a limitation of claims within one year. The Commissioner has determined this to be unfair, unjust, and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. This provision is hereby amended to state the statute of limitations under North Dakota law will apply.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to liquidated damages and/or termination penalties may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of trial by jury may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Any sections of the FDD, the Franchise Agreement, and the Supplemental Agreements requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law and are amended accordingly to the extent required by law.

Item 17(r) of the FDD and Section 16.5 of the Franchise Agreement disclose the existence of certain covenants restricting competition to which Franchisee must agree. The Commissioner has held that covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to this statute, are unfair, unjust, or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The FDD and the Franchise Agreement are amended accordingly to the extent required by law.

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.

#### Franchise Fee Deferral:

Items 5 and 7 of the Franchise Disclosure Document and Section 6 of the Franchise Agreement regarding payment of the initial franchise fee are amended to state that the franchise fee will be deferred until all initial obligations owed to the Franchisee by the Franchisor have been fulfilled and the franchisee has commenced doing business pursuant to the Franchise Agreement.

## **OHIO**

The following language will be added to the front page of the Franchise Agreement:

You, the purchaser, may cancel this transaction at any time prior to midnight of the fifth business day after the date you sign this agreement. See the attached notice of cancellation for an explanation of this right.

Initials \_\_\_\_\_ Date \_\_\_\_\_

### NOTICE OF CANCELLATION

\_\_\_\_\_ (enter date of transaction)

You may cancel this transaction, without penalty or obligation, within five (5) business days from the above date. If you cancel, any payments made by you under the agreement, and any negotiable instrument executed by you will be returned within ten (10) business days following the seller's receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your business address all goods delivered to you under this agreement; or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to the seller, or if you agree to return them to the seller and fail to do so, then you remain liable for the performance of all obligations under this agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to Assisting Hands Home Care, LLC, 5700 E. Franklin Road, Suite #105, Nampa, Idaho 83687, or send a fax to Assisting Hands Home Care, LLC at (208) 321-5511 not later than midnight of the fifth business day after the Effective Date.

I hereby cancel this transaction.

Franchisee:

Date: \_\_\_\_\_

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

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

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

### **RHODE ISLAND**

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The FDD, the Franchise Agreement, and the Supplemental Agreements are amended accordingly to the extent required by law.

The above language has been included in this FDD as a condition to registration. The Franchisor and the Franchisee do not agree with the above language and believe that each of the provisions of the Franchise Agreement and the Supplemental Agreements, including all choice of law provisions, are fully enforceable. The Franchisor and the Franchisee intend to fully enforce all of the provisions of the Franchise Agreement, the Supplemental Agreements, and all other documents signed by them, including but not limited to, all venue, choice of law, arbitration provisions and other dispute avoidance and resolution provisions and to rely on federal pre-emption under the Federal Arbitration Act.



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.

## **SOUTH DAKOTA**

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.

## **VIRGINIA**

Item 17(h). The following is added to Item 17(h):

“Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement or Supplemental Agreements involve the use of undue influence by the Franchisor to induce a franchisee to surrender any rights given to franchisee under the Franchise, that provision may not be enforceable.”

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the FDD for Assisting Hands Home Care, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statements are added to Item 8 and 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.

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.

## **Fee Deferral**

The Virginia State Corporation Commission’s Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

## WASHINGTON

### ADDENDUM TO FRANCHISE AGREEMENT, SUPPLEMENTAL AGREEMENTS, AND FRANCHISE DISCLOSURE DOCUMENT

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 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.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder 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, or 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.

The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

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.

### Fee Deferral

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its pre-opening obligations under the Franchise Agreement and the franchise is open for business.

### WISCONSIN

The Wisconsin Fair Dealership Law, Chapter 135 of the Wisconsin Statutes supersedes any provision of the Franchise Agreement if such provision is in conflict with that law. The Franchise Disclosure Document, the Franchise Agreement and the Supplemental Agreements are amended accordingly.

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.

*(Signatures on following page)*

**APPLICABLE ADDENDA**

If any one of the preceding Addenda for specific states (“**Addenda**”) is checked as an “Applicable Addenda” below, then that Addenda shall be incorporated into the Franchise Disclosure Document, Franchise Agreement and any other specified agreement(s) entered into by us and the undersigned Franchisee. To the extent any terms of an Applicable Addenda conflict with the terms of the Franchise Disclosure Document, Franchise Agreement and other specified agreement(s), the terms of the Applicable Addenda shall supersede the terms of the Franchise Agreement.

- |                          |            |                          |              |                          |              |
|--------------------------|------------|--------------------------|--------------|--------------------------|--------------|
| <input type="checkbox"/> | California | <input type="checkbox"/> | Michigan     | <input type="checkbox"/> | Rhode Island |
| <input type="checkbox"/> | Hawaii     | <input type="checkbox"/> | Minnesota    | <input type="checkbox"/> | South Dakota |
| <input type="checkbox"/> | Illinois   | <input type="checkbox"/> | New York     | <input type="checkbox"/> | Virginia     |
| <input type="checkbox"/> | Iowa       | <input type="checkbox"/> | North Dakota | <input type="checkbox"/> | Washington   |
| <input type="checkbox"/> | Indiana    | <input type="checkbox"/> | Ohio         | <input type="checkbox"/> | Wisconsin    |
| <input type="checkbox"/> | Maryland   |                          |              |                          |              |

Dated: \_\_\_\_\_, 20\_\_\_\_

**FRANCHISOR:**

ASSISTING HANDS HOME CARE, LLC

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

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

**FRANCHISEE:**

\_\_\_\_\_

\_\_\_\_\_

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

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

Rev.071823

**EXHIBIT G**

**FRANCHISE OPERATIONS MANUAL**

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# Assisting Hands Franchise Operations Manual





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## **EXHIBIT H**

### **CONTRACTS FOR USE WITH THE ASSISTING HANDS HOME CARE FRANCHISE**

The following contracts contained in Exhibit H are contracts that Franchisee is required to utilize or execute after signing the Franchise Agreement in the operation of the Assisting Hands Home Care business. The following are the forms of contracts that Assisting Hands Home Care, LLC uses as of the Issuance Date of this Franchise Disclosure Document. If they are marked “Sample,” they are subject to change at any time.



**EXHIBIT H-1**

**ASSISTING HANDS HOME CARE FRANCHISE**

**SAMPLE GENERAL RELEASE AGREEMENT**

**WAIVER AND RELEASE OF CLAIMS**

This Waiver and Release of Claims (“Release”) is made as of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, a(n) \_\_\_\_\_ (“Franchisee”), and each individual holding an ownership interest in Franchisee (collectively with Franchisee, “Releasor”) in favor of Assisting Hands Home Care, LLC, an Arizona limited liability company (“Franchisor,” and together with Releasor, the “Parties”).

**WHEREAS**, Franchisor and Franchisee have entered into a Franchise Agreement (“Agreement”) pursuant to which Franchisee was granted the right to own and operate an Assisting Hands business;

**WHEREAS**, (Franchisee has notified Franchisor of its desire to transfer the Agreement and all rights related thereto, or an ownership interest in Franchisee, to a transferee/enter into a successor franchise agreement/amend the Agreement) or (the Agreement is being terminated/or indicate other reason for the requirement of this waiver and release), and Franchisor has consented to such (transfer/successor franchise agreement/amendment/termination/other reason); and

**WHEREAS**, as a condition to Franchisor’s consent to (transfer the Agreement/enter into a successor franchise agreement/amend the Agreement/terminate the Agreement/other reason), Releasor has agreed to execute this Release upon the terms and conditions stated below.

**NOW, THEREFORE**, in consideration of Franchisor’s consent, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and intending to be legally bound, Releasor hereby agrees as follows:

1. **Representations and Warranties.** Releasor represents and warrants that it is duly authorized to enter into this Release and to perform the terms and obligations herein contained, and has not assigned, transferred, or conveyed, either voluntarily or by operation of law, any of its rights or claims against Franchisor or any of the rights, claims, or obligations being terminated and released hereunder. Each individual executing this Release on behalf of Franchisee represents and warrants that he/she is duly authorized to enter into and execute this Release on behalf of Franchisee. Releasor further represents and warrants that all individuals that currently hold a direct or indirect ownership interest in Franchisee are signatories to this Release.

2. **Release.** Releasor and its subsidiaries, affiliates, parents, divisions, successors and assigns, and all persons or firms claiming by, through, under, or on behalf of any or all of them, hereby release, acquit, and forever discharge Franchisor, any and all of its affiliates, parents, subsidiaries, or related companies, divisions, and partnerships, and its and their past and present officers, directors, agents, partners, shareholders, employees, representatives, successors and assigns, and attorneys, and the spouses of such individuals (collectively, the “Released Parties”), from any and all claims, liabilities, damages, expenses, actions, or causes of action which Releasor may now have or has ever had, whether known or unknown, past or present, absolute or contingent, suspected or unsuspected, of any nature whatsoever, including without limiting the generality of the foregoing, all claims, liabilities, damages, expenses, actions, or causes of action directly or indirectly arising out of or relating to the execution and performance of the Agreement

and the offer and sale of the franchise related thereto, except to the extent such liabilities are payable by the applicable indemnified party in connection with a third-party claim. Releasor represents and warrants to the Released Parties, and agrees, that it may later learn of new or different facts, but that still, it is Releasor's intention to fully, finally, and forever release all of the claims that are released above. This includes the Releasor's waiver of state laws that might apply to limit a release (such as Calif. Civil Code Section 1542, which states that "[a] general release does not extend to claims which the creditor does not know or suspect exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor").

3. Nondisparagement. Releasor expressly covenants and agrees not to make any false representation of facts, or to defame, disparage, discredit, or deprecate any of the Released Parties or otherwise communicate with any person or entity in a manner intending to damage any of the Released Parties, their business, or their reputation.

4. Confidentiality. Releasor agrees to hold in strictest confidence and not disclose, publish, or use the existence of, or any details relating to, this Release to any third party without Franchisor's express written consent, except as required by law.

5. Miscellaneous.

a. Releasor agrees that it has read and fully understands this Release and that the opportunity has been afforded to Releasor to discuss the terms and contents of said Release with legal counsel and/or that such a discussion with legal counsel has occurred.

b. This Release shall be construed and governed by the laws of the State of Idaho.

c. Each individual and entity that comprises Releasor shall be jointly and severally liable for the obligations of Releasor.

d. In the event that it shall be necessary for any Party to institute legal action to enforce or for the breach of any of the terms and conditions or provisions of this Release, the prevailing Party in such action shall be entitled to recover all of its reasonable costs and attorneys' fees.

e. All of the provisions of this Release shall be binding upon and inure to the benefit of the Parties and their current and future respective directors, officers, partners, attorneys, agents, employees, shareholders, and the spouses of such individuals, successors, affiliates, and assigns. No other party shall be a third-party beneficiary to this Release.

f. This Release constitutes the entire agreement and, as such, supersedes all prior oral and written agreements or understandings between and among the Parties regarding the subject matter hereof. This Release may not be modified except in a writing signed by all of the Parties. This Release may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same document.

g. If one or more of the provisions of this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Release, but this Release shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

h. Releasor agrees to do such further acts and things and to execute and deliver such additional agreements and instruments as any Released Party may reasonably require to consummate, evidence, or confirm the Release contained herein in the matter contemplated hereby.

i. This Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, chapter 19.100 RCW, and the rules adopted thereunder in accordance with RCW 19.100.220.

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

**FRANCHISEE:**

\_\_\_\_\_, a  
\_\_\_\_\_

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

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

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

**FRANCHISEE'S OWNERS:**

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Rev. 031524

## EXHIBIT H-2

### ASSISTING HANDS HOME CARE FRANCHISE

#### SAMPLE SYSTEM PROTECTION AGREEMENT

This System Protection Agreement (“Agreement”) is entered into by the undersigned (“you” or “your”) in favor of Assisting Hands Home Care, LLC, an Arizona limited liability company, and its successors and assigns (“us”, “we” or “our”), upon the terms and conditions set forth in this Agreement.

**1. Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

“*Competitive Business*” means any business that: (i) sells or offers to sell products the same as or similar to the type of products sold by you in and/or from the Franchisee Territory (including, but not limited to, the products we authorize); or (ii) provides or offers to provide services the same as or similar to the type of services sold by you in and/or from the Franchisee Territory (including, but not limited to, the services we authorize), but excludes an Assisting Hands Home Care business operating pursuant to a franchise agreement with us.

“*Copyrights*” means all works and materials for which we or our affiliate have secured common law or registered copyright protection and that we allow franchisees to use, sell, or display in connection with the marketing and/or operation of an Assisting Hands Home Care business or the solicitation or offer of an Assisting Hands Home Care franchise, whether now in existence or created in the future.

“*Franchisee*” means the Assisting Hands Home Care franchisee for which you are a manager or officer.

“*Franchisee Territory*” means the territory granted to you pursuant to a franchise agreement with us.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Assisting Hands Home Care business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of an Assisting Hands Home Care business, which may be periodically modified by us.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Assisting Hands Home Care business, including “ASSISTING HANDS HOME CARE,” and any other trademarks, service marks, or trade names that we designate for use by an Assisting Hands Home Care business. The term “Marks” also includes any distinctive trade dress used to identify an Assisting Hands Home Care business, whether now in existence or hereafter created.

“*Prohibited Activities*” means any or all of the following: (i) owning, operating, or having any other interest (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent, or in any similar capacity) in a Competitive Business (other than owning an interest of 5% or less in a publicly-traded company that is a Competitive Business); (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees).

“*Restricted Period*” means the one-year period after you cease to be a manager or officer of Franchisee’s Assisting Hands Home Care business; provided, however, that if a court of competent jurisdiction determines that this period of time is too long to be enforceable, then the “*Restricted Period*” means the nine month period after you cease to be a manager or officer of Franchisee’s Assisting Hands Home Care business.

“*Restricted Territory*” means the geographic area within: (i) a 15-mile radius from Franchisee’s Assisting Hands Home Care business (and including the premises of the approved location of Franchisee); and (ii) a 15-mile radius from all other Assisting Hands Home Care businesses that are operating or under development as of the beginning of the *Restricted Period*; provided, however, that if a court of competent jurisdiction determines that the foregoing *Restricted Territory* is too broad to be enforceable, then the “*Restricted Territory*” means the geographic area within a 8-mile radius from Franchisee’s Assisting Hands Home Care business (and including the premises of the approved location of Franchisee).

“*System*” means our system for the establishment, development, operation, and management of an Assisting Hands Home Care business, including Know-how, proprietary programs and products, Manual, and operating system.

**2. Background.** You are a manager or officer of Franchisee. As a result of this relationship, you may gain knowledge of our System. You understand that protecting the Intellectual Property and our System are vital to our success and that of our franchisees and that you could seriously jeopardize our entire System if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

**3. Know-How and Intellectual Property.** You agree: (i) you will not use the Know-how in any business or capacity other than the Assisting Hands Home Care business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer a manager or officer of Franchisee’s Assisting Hands Home Care business. You further agree that you will not use all or part of the Intellectual Property or all or part of the System for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee. These restrictions on Know-how, Intellectual Property and the System shall not apply to any information which is information publicly known or becomes lawfully known in the public domain other than through a breach of this Agreement or is required or compelled by law to be disclosed, provided that you will give reasonable notice to us to allow us to seek protective or other court orders.

**4. Unfair Competition During Relationship.** You agree not to unfairly compete with us at any time while you are a manager or officer of Franchisee’s Assisting Hands Home Care business by engaging in any Prohibited Activities.

**5. Unfair Competition After Relationship.** You agree not to unfairly compete with us during the *Restricted Period* by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to customers who are located within the *Restricted Territory*. If you engage in any Prohibited Activities during the *Restricted Period*, then you agree that your *Restricted Period* will be extended by the period of time during which you were engaging in the Prohibited Activity.

**6. Immediate Family Members.** You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling,

child, grandparent or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family: (i) engages in any Prohibited Activities during any period of time during which you are prohibited from engaging in the Prohibited Activities; or (ii) uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

**7. Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

**8. Breach.** You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other Assisting Hands Home Care franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours in the event of the entry of such injunction will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action that you may have against us, our owners or our affiliates, or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

**9. Miscellaneous.**

a. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

b. This Agreement will be governed by, construed, and enforced under the laws of Idaho, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

c. Each section of this Agreement, including each subsection and portion thereof, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration, and geographic area.

d. You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration, and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory, and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

*(Signature on following page)*

EXECUTED on the date stated below.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Typed or Printed Name \_\_\_\_\_

Rev. 120619



### EXHIBIT H-3

#### ASSISTING HANDS HOME CARE FRANCHISE

#### SAMPLE CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (“Agreement”) is entered into by the undersigned (“you”) in favor of Assisting Hands Home Care, LLC, an Arizona limited liability company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Agreement.

**1. Definitions.** For purposes of this Agreement, the following terms have the meanings given to them below:

“*Assisting Hands Home Care Business*” means a business that offers non-medical, and for those that qualify, medical in-home support for those in need of assistance, temporary staffing services, and other related products and services using our Intellectual Property.

“*Copyrights*” means all works and materials for which we or our affiliate(s) have secured common law or registered copyright protection and that we allow Assisting Hands Home Care franchisees to use, sell, or display in connection with the marketing and/or operation of an Assisting Hands Home Care Business, whether now in existence or created in the future.

“*Franchisee*” means the Assisting Hands Home Care franchisee for which you are an employee, independent contractor, agent, representative, or supplier.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, Manual, and System.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, construction, marketing, and/or operation of an Assisting Hands Home Care Business, including, but not limited to, methods, techniques, specifications, proprietary practices and procedures, policies, marketing strategies, and information comprising the System and the Manual.

“*Manual*” means our confidential operations manual for the operation of an Assisting Hands Home Care Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of an Assisting Hands Home Care Business, including “ASSISTING HANDS HOME CARE” and any other trademarks, service marks, or trade names that we designate for use by an Assisting Hands Home Care Business. The term “Marks” also includes any distinctive trade dress used to identify an Assisting Hands Home Care Business, whether now in existence or hereafter created.

“*System*” means our system for the establishment, development, operation, and management of an Assisting Hands Home Care Business, including Know-how, proprietary programs and products, confidential operations manuals, and operating system.

**2. Background.** You are an employee, independent contractor, agent, representative, or supplier of Franchisee. Because of this relationship, you may gain knowledge of our Intellectual Property. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees, and that you could seriously jeopardize our entire Franchise System if you were to use such Intellectual Property in any way other than as described in this Agreement. In order to avoid such damage, you agree to comply with this Agreement.

**3. Know-How and Intellectual Property: Non-disclosure and Ownership.** You agree: (i) you will not use the Intellectual Property in any business or capacity other than for the benefit of the Assisting Hands Home Care Business operated by Franchisee or in any way detrimental to us or to the Franchisee; (ii) you will maintain the confidentiality of the Intellectual Property at all times; (iii) you will not make unauthorized copies of documents containing any Intellectual Property; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Intellectual Property; and (v) you will stop using the Intellectual Property immediately if you are no longer an employee, independent contractor, agent, representative, or supplier of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performing your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

The Intellectual Property is and shall continue to be the sole property of Assisting Hands Home Care, LLC. You hereby assign and agree to assign to us any rights you may have or may acquire in such Intellectual Property. Upon the termination of your employment or engagement with Franchisee, or at any time upon our or Franchisee's request, you will deliver to us or to Franchisee all documents and data of any nature pertaining to the Intellectual Property, and you will not take with you any documents or data or copies containing or pertaining to any Intellectual Property.

**4. Immediate Family Members.** You acknowledge you could circumvent the purpose of this Agreement by disclosing Intellectual Property to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Intellectual Property to family members. Therefore, you agree you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Intellectual Property. However, you may rebut this presumption by furnishing evidence conclusively showing you did not disclose the Intellectual Property to the family member.

**5. Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE, OR OTHERWISE UNENFORCEABLE.**

**6. Breach.** You agree that failure to comply with this Agreement will cause substantial and irreparable damage to us and/or other Assisting Hands Home Care franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance, and recovery of monetary damages. Any claim, defense, or cause of action you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

## **7. Miscellaneous.**

a. Although this Agreement is entered into in favor of Assisting Hands Home Care, LLC, you understand and acknowledge that your employer/employee, independent contractor, agent,

representative, or supplier relationship is with Franchisee and not with us, and for all purposes in connection with such relationship, you will look to Franchisee and not to us.

b. If we pursue legal remedies against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorney fees and costs in doing so.

c. This Agreement will be governed by, construed, and enforced under the laws of Idaho, and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

d. Each section of this Agreement, including each subsection and portion, is severable. If any section, subsection, or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection, or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

EXECUTED on the date stated below.

Date \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

Rev. 032916

**EXHIBIT H-4**

**SAMPLE AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM**

**Franchisee Information:**

Franchisee Name	Business No.
Franchisee Mailing Address (street)	Franchisee Phone No.
Franchisee Mailing Address (city, state, zip)	
Contact Name, Address and Phone number (if different from above)	
Franchisee Fax No.	Franchisee Email Address

**Bank Account Information:**

Bank Name	Bank Phone No.
Bank Mailing Address (street, city, state, zip)	
<input type="checkbox"/> Checking <input type="checkbox"/> Savings	
Bank Account No.	Bank Routing No. (9 digits)
(check one)	

**Authorization:**

Franchisee hereby authorizes Assisting Hands Home Care, LLC (“Franchisor”) to initiate debit entries to Franchisee’s account with the Bank listed above, and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Rev. 032916

**NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.**

**EXHIBIT H-5**

**ASSISTING HANDS HOME CARE FRANCHISE**

**SAMPLE APPROVAL OF REQUESTED ASSIGNMENT**

This Approval of Requested Assignment (“**Agreement**”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Assisting Hands Home Care, LLC (“**Franchisor**”), an Arizona limited liability company, \_\_\_\_\_ (“**Former Franchisee**”), the undersigned owners of the Former Franchisee (“**Owners**”) and \_\_\_\_\_, a [State] [corporation/limited liability company] (“**New Franchisee**”).

**RECITALS**

WHEREAS, Franchisor and Former Franchisee entered into that certain franchise agreement dated \_\_\_\_\_, 20\_\_\_\_ (“**Former Franchise Agreement**”), in which Franchisor granted Former Franchisee the right to operate an Assisting Hands Home Care franchise located at \_\_\_\_\_ (“**Franchised Business**”); and

WHEREAS, Former Franchisee desires to assign (“**Requested Assignment**”) the Franchised Business to New Franchisee, New Franchisee desires to accept the Requested Assignment of the Franchised Business from Former Franchisee, and Franchisor desires to approve the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon the terms and conditions contained in this Agreement, including that New Franchisee sign Franchisor’s current form of franchise agreement together with all exhibits and attachments thereto (“**New Franchise Agreement**”), contemporaneously herewith.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto hereby covenant, promise, and agree as follows:

1. Payment of Fees. In consideration for the Requested Assignment, Former Franchisee acknowledges and agrees to pay Franchisor the Transfer Fee, as required under the Franchise Agreement (“**Franchisor’s Assignment Fee**”).

2. Assignment and Assumption. Former Franchisee hereby consents to assign all of its rights and delegate its duties with regard to the Franchise Agreement and all exhibits and attachments thereto from Former Franchisee to New Franchisee, subject to the terms and conditions of this Agreement, and conditioned upon New Franchisee’s signing of the New Franchise Agreement pursuant to Section 5 of this Agreement.

3. Consent to Requested Assignment of Franchised Business. Franchisor hereby consents to the Requested Assignment of the Franchised Business from Former Franchisee to New Franchisee upon receipt of the Franchisor’s Assignment Fee from Former Franchisee and the mutual execution of this Agreement by all parties. Franchisor waives its right of first refusal set forth in the Franchise Agreement.

4. Termination of Rights to the Franchised Business. The parties acknowledge and agree that effective upon the date of this Agreement, the Former Franchise Agreement shall terminate and all of Former Franchisee’s rights to operate the Franchised Business are terminated and that from the date of this Agreement only New Franchisee shall have the sole right to operate the Franchised Business under the New Franchise Agreement. Former Franchisee and the undersigned Owners agree to comply with all of the covenants in the Former Franchise Agreement that expressly or by implication survive the termination,

expiration, or transfer of the Former Franchise Agreement. Unless otherwise precluded by state law, Former Franchisee shall execute Franchisor's current form of General Release Agreement.

5. New Franchise Agreement. New Franchisee shall execute the New Franchise Agreement for the Franchised Business (as amended by the form of Addendum prescribed by Franchisor, if applicable), and any other required contracts for the operation of an Assisting Hands Home Care franchise as stated in Franchisor's Franchise Disclosure Document.

6. Former Franchisee's Contact Information. Former Franchisee agrees to keep Franchisor informed of its current address and telephone number at all times during the three-year period following the execution of this Agreement.

7. Acknowledgement by New Franchisee. New Franchisee acknowledges and agrees that the purchase of the rights to the Franchised Business ("**Transaction**") occurred solely between Former Franchisee and New Franchisee. New Franchisee also acknowledges and agrees that Franchisor played no role in the Transaction and that Franchisor's involvement was limited to the approval of Requested Assignment and any required actions regarding New Franchisee's signing of a New Franchise Agreement for the Franchised Business. New Franchisee agrees that any claims, disputes, or issues relating New Franchisee's acquisition of the Franchised Business from Franchisee are between New Franchisee and Former Franchisee and shall not involve Franchisor.

8. Representation. Former Franchisee warrants and represents that it has not heretofore assigned, conveyed, or disposed of any interest in the Franchise Agreement or Franchised Business. New Franchisee hereby represents that it received Franchisor's Franchise Disclosure Document and did not sign the New Franchise Agreement or pay any money to Franchisor or its affiliate for a period of at least 14 calendar days after receipt of the Franchise Disclosure Document.

9. Notices. Any notices given under this Agreement shall be in writing, and if delivered by hand, or transmitted by U.S. priority mail, delivery confirmation, or via email shall be deemed to have been given on the date so delivered or transmitted, if sent to the recipient at its address or email address appearing on the records of the sending party.

10. Further Actions. Former Franchisee and New Franchisee each agree to take such further actions as may be required to effectuate the terms and conditions of this Agreement, including any and all actions that may be required or contemplated by the Former Franchise Agreement.

11. Affiliates. When used in this Agreement, the term "**Affiliates**" has the meaning as given in Rule 144 under the Securities Act of 1933.

12. Miscellaneous. This Agreement may not be changed or modified except in a writing signed by all of the parties hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same document. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Idaho.

*(Signatures on following page)*

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal, with the intent that this be a sealed instrument, as of the day and year first above written.

**FRANCHISOR:**

ASSISTING HANDS HOME CARE, LLC

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

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

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

**FORMER FRANCHISEE:**

\_\_\_\_\_

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

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

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

**NEW FRANCHISEE:**

\_\_\_\_\_

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

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

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

Rev. 031821



**EXHIBIT H-6**

**ASSISTING HANDS HOME CARE, LLC**

**PROMISSORY NOTE**

\$ \_\_\_\_\_, 20\_\_

FOR VALUE RECEIVED, the undersigned \_\_\_\_\_ (“**Debtor**”), hereby promises to pay to the order of Assisting Hands Home Care, LLC, an Arizona limited liability company (“**Holder**”), the principal sum of \_\_\_\_\_ and no/100 Dollars (\$ \_\_\_\_\_), as set forth herein. Such principal shall be payable pursuant to Section 1 at such address as Holder may designate from time to time in writing.

1. Payment and Maturity.

a. Interest. This Promissory Note will bear interest at \_\_\_\_\_%, compounded monthly on the last day of each month on the outstanding balance.

b. Payment Terms. \_\_\_\_\_.

2. Prepayment. Debtor may prepay any portion of this Promissory Note at any time without penalty. Any prepayments shall be first applied to any other sums due hereunder and then to the outstanding principal balance.

3. Acceleration and Defaulting Interest. At the option of Holder, the entire outstanding principal balance of this Promissory Note shall become immediately due and payable, without notice or demand, upon the occurrence of any one or more of the following events of default: (a) the failure of Debtor to make any required payment on or before the date such payment is due; (b) the filing of a petition by or against Debtor under the provisions of any state insolvency law or the Federal Bankruptcy Act; or (c) any assignment by Debtor for the benefit of creditors. In this event, interest and principal shall, from and after the date of such default, bear interest at the rate of 10% per annum.

4. Attorney Fees. Debtor agrees to promptly reimburse Holder for all reasonable costs and expenses, including attorney fees and court costs, incurred to collect this Promissory Note or any installment hereunder, if not paid when due.

5. No Waiver. No failure on the part of Holder to exercise, and no delay in exercising any right hereunder, shall operate as a waiver of such right; nor shall any single or partial exercise by Holder of any right hereunder preclude the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

6. Waiver. Debtor hereby waives presentment, demand for payment, protest for nonpayment, notice of dishonor, diligence in collection, and all other indulgences.

7. Idaho Law. This Promissory Note shall be governed by and interpreted in accordance with the laws of the State of Idaho.

8. Security. This Promissory Note and the indebtedness evidenced hereby are secured by the Security Agreement attached hereto as Attachment A.

9. General Provisions. This Promissory Note may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification, or discharge is sought.

Whenever used herein, the words “**Debtor**” and “**Holder**” shall be deemed to include their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Promissory Note on the day and year first above written.

**DEBTOR:**

---

**EXHIBIT H-6 Attachment A**

**ATTACHMENT A TO PROMISSORY NOTE**

**SECURITY AGREEMENT**

**ASSISTING HANDS HOME CARE, LLC**

1. **Security Interest.** Effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_ (“**Debtor**”), with a mailing address at \_\_\_\_\_ hereby grants to Assisting Hands Home Care, LLC, an Arizona limited liability company (“**Secured Party**”), with an address at 5700 E. Franklin Road, Suite #105, Nampa, Idaho 83687, and its successors and assigns, a security interest in the following assets, together with all replacements, proceeds, accessories, parts, additions, and accessions thereof or related thereto, now or hereafter affixed or used in connection therewith, and whether now owned or hereafter acquired (the “**Collateral**”):

All accounts receivable (including rights to payment under insurance claims), contract rights (including all executory contracts pertaining to or arising from the operation of the Debtor’s business), franchise’s lease and rights, customer lists, customer profiles, promotional brochures, mailing lists, goodwill, general intangibles, and causes of action, of every sort now owned or hereafter acquired by Debtor, wherever located, in any way related to the operation of the business.

Debtor agrees to execute such other documentation as may be necessary under applicable law to allow Secured Party continuously to hold and perfect a security interest in the Collateral.

2. **The Obligation.** The security interest granted hereby is to secure payment and performance of all of the liabilities and obligations of Debtor to Secured Party pursuant to that certain Promissory Note of even date herewith (the “**Note**”).

3. **Representations and Warranties Respecting the Collateral.** Debtor hereby warrants that Debtor shall not allow any liens to attach to the Collateral that are senior to the Secured Party’s interest in the Collateral.

4. **Default.** Time is of the essence under this Security Agreement, and Debtor shall be in default (“**Default**”) under this Security Agreement upon the happening of any of the following events or conditions: (1) the occurrence of a default under the Promissory Note; or (2) Debtor’s failure to use the Collateral as provided herein; or (3) Debtor’s failure to prevent liens from attaching to the Collateral, except as provided herein. Waiver of any Default by the Secured Party shall not constitute a waiver of any subsequent Default.

5. **Remedies.** Upon the occurrence of any Default pursuant to Section 4 above, Secured Party may, by written notice to the Debtor, declare the commitments of Secured Party under the Franchise Agreement between Debtor and Secured Party to be terminated, whereupon such commitments shall forthwith terminate regardless of when such event occurs. Secured Party, by written notice to the Debtor, may terminate the Franchise Agreement, whereupon all amounts due to Secured Party shall become and be forthwith due and payable, without presentment, demand, protest, or further notice of any kind, all of which are hereby expressly waived by the Debtor.

Without limiting the foregoing, upon the occurrence of a Default, Secured Party shall have all the rights of a secured party under the Uniform Commercial Code, including the right to take possession of and

to sell all, or any part of, the Collateral at public or private sale. Upon the request of Secured Party, the Debtor shall assemble and deliver the Collateral to such location as Secured Party shall request. If any notification of intended disposition of any of the Collateral is required by law, such notification shall be deemed to have occurred if mailed, in accordance with Section 12 of this Security Agreement, at least seven days before such disposition. Any proceeds of a disposition of the Collateral or any part thereof may be applied by Secured Party to the payment of expenses in connection with the collateral (including, without limitation, the storage and/or disposition thereof), including reasonable attorney fees and legal expenses, and any balance of such proceeds may be applied by Secured Party towards the payment of the any obligation of Debtor arising under this Security Agreement or the Franchise Agreement in such order of application as Secured Party may from time to time deem appropriate.

6. Debtor's Right To Possession. Unless and until the occurrence of a Default as defined herein or in the Agreement, and unless possession is required to perfect a security interest, Debtor shall have possession of the Collateral and may use the same in any lawful manner not inconsistent with or contrary to this Agreement.

7. Termination. Upon payment to Secured Party of all obligations of Debtor pursuant to the Franchise Agreement, this Security Agreement shall terminate and Secured Party hereby agrees to execute and deliver any and all necessary documents to effectuate a release of the Collateral and termination of any security interest granted pursuant hereto.

8. Complete Agreement; Amendments. This Security Agreement, along with the Promissory Note, is the entire agreement, and supersedes any prior agreements and contemporaneous oral agreements of the parties concerning its subject matter. No amendment of, or waiver of, a right under this Security Agreement will be binding unless it is in writing and signed by the party to be charged.

9. Governing Law. This Security Agreement will be governed by the laws of the State of Idaho, without giving effect to conflicts of law principles.

10. Severability. To the extent a provision of this Security Agreement is unenforceable, this Security Agreement will be construed as if the unenforceable provision were omitted.

11. Successors and Assigns. A successor to or assignee of Secured Party's rights and obligations under the Security Agreement will succeed to Secured Party's rights and obligations under this Security Agreement.

12. Notices. A notice or other communication to a party under this Security Agreement will be in writing (except that entitlement orders may be given orally), will be sent to the party's address set forth above, or to such other address as the party may notify the other parties of, and will be effective on receipt.

13. JURY WAIVER. EACH OF THE PARTIES WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS SECURITY AGREEMENT, ANY RIGHTS, REMEDIES, OBLIGATIONS, OR DUTIES HEREUNDER, OR THE PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.

14. Counterparts. This Security Agreement may be executed and acknowledged in counterparts, all of which executed and acknowledged counterparts shall together constitute a single document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

15. Time. Time is of the essence with regard to each provision of this Security Agreement as to which time is a factor.

16. Attorney Fees. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Security Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Security Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be duly executed and delivered as of the date first above written.

**DEBTOR:**

\_\_\_\_\_

**SECURED PARTY:**

ASSISTING HANDS HOME CARE, LLC,  
an Arizona Limited Liability Company

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

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

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

**EXHIBIT H-7**

**ASSISTING HANDS HOME CARE FRANCHISE**

**ADDENDUM FOR CONVERSION OWNERS**

This Addendum (“**Addendum**”) is entered into on \_\_\_\_\_, 20\_\_ by and between Assisting Hands Home Care, LLC (“**we,**” “**us,**” “**our,**” or “**Franchisor**”), and \_\_\_\_\_ (“**you,**” “**your,**” or “**Conversion Owner**”).

RECITALS:

A. Conversion Owner presently conducts a business at the following address \_\_\_\_\_ which provides the same or similar products and services as Assisting Hands franchised businesses (the “**Current Business**”);

B. Franchisor and Conversion Owner have entered into a franchise agreement dated \_\_\_\_\_, 20\_\_ (the “**Franchise Agreement**”) which they wish to modify by this Addendum to provide for the conversion of the Current Business to an Assisting Hands Franchised Business; and

C. All capitalized terms not otherwise defined in this Addendum will have the same meaning as in the Franchise Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Construction of Leasehold Improvements

1.1 You will modify your premises in the manner set forth in Attachment A, to conform to our prototype plans and specifications.

1.2 Franchisor and Conversion Owner agree that time is of the essence in connection with the construction of leasehold modifications. You will complete such modifications no later 60 days from the execution of this Addendum. In the event that you fail to complete modifications by such date, we will have the right to immediately terminate the Franchise Agreement in accordance with Section 15 of the Franchise Agreement.

1.3 Upon completion of the modifications set forth in Attachment A, you will submit a written request to us to conduct a final inspection of your Office and, upon our receipt of such request, we will promptly conduct a final inspection. You will not open your Assisting Hands Business for business without our written authorization.

1.4 You may, at your discretion, continue to operate the Current Business during construction of leasehold modifications but will not identify yourself as an Assisting Hands franchisee until receipt of our written authorization to conduct business, as set forth in Section 1.3 of this Addendum.

1.5 You will provide us with a copy of your existing lease for your Office premises and make reasonable efforts to negotiate with your lessor, within 30 days following the Effective Date of the Franchise Agreement.

2. Deletions from the Agreement

The following Sections of the Franchise Agreement are deleted in their entirety, and have no force and effect: 3.1(a), 3.2(b) and 3.2(c)(2).

3. Additions to the Agreement

3.1 The “Initial Franchise Fee” amount payable to us set forth in the first sentence of Section 6.1(a) of the Franchise Agreement is hereby amended from “\$55,000” to “\$\_\_\_\_\_”.

4. Integration

4.1 This Addendum will be considered an integral part of the Franchise Agreement, and the terms of this Addendum will be controlling with respect to the subject matter hereof. Except as modified or supplemented by this Addendum, the terms of the Franchise Agreement are hereby ratified and confirmed.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Addendum for Conversion Owners on the day and year first above written.

**FRANCHISOR:**

ASSISTING HANDS HOME CARE, LLC

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

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

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

**CONVERSION OWNER:**

\_\_\_\_\_  
Entity name (if any)

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

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

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



## EXHIBIT H-8

### ASSISTING HANDS HOME CARE FRANCHISE

#### SBA ADDENDUM TO FRANCHISE AGREEMENT<sup>1</sup>

**THIS ADDENDUM** (“Addendum”) is made and entered into on \_\_\_\_\_, 20\_\_\_\_, by and between **Assisting Hands Home Care, LLC** (“Franchisor”), located at 5700 E. Franklin Road, Suite #105, Nampa, Idaho 83687, and \_\_\_\_\_ (“Franchisee”), located at \_\_\_\_\_.

Franchisor and Franchisee entered into a Franchise Agreement on \_\_\_\_\_, 20\_\_\_\_, (such Agreement, together with any amendments, the “**Franchise Agreement**”). Franchisee is applying for financing(s) from a lender in which funding is provided with the assistance of the U. S. Small Business Administration (“**SBA**”). SBA requires the execution of this Addendum as a condition for obtaining SBA-assisted financing.

In consideration of the mutual promises below and for good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree that notwithstanding any other terms in the Franchise Agreement:

#### **CHANGE OF OWNERSHIP**

- If Franchisee is proposing to transfer a partial interest in Franchisee and Franchisor has an option to purchase or a right of first refusal with respect to that partial interest, Franchisor may exercise such option or right only if the proposed transferee is not a current owner or family member of a current owner of Franchisee. If the Franchisor’s consent is required for any transfer (full or partial), Franchisor will not unreasonably withhold such consent. In the event of an approved transfer of the franchise interest or any portion thereof, the transferor will not be liable for the actions of the transferee franchisee.

#### **FORCED SALE OF ASSETS**

- If Franchisor has the option to purchase the business personal assets upon default or termination of the Franchise Agreement and the parties are unable to agree on the value of the assets, the value will be determined by an appraiser chosen by both parties. If the Franchisee owns the real estate where the franchise location is operating, Franchisee will not be required to sell the real estate upon default or termination, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.

#### **COVENANTS**

- If the Franchisee owns the real estate where the franchise location is operating, Franchisor has not and will not during the term of the Franchise Agreement record against the real estate any restrictions on the use of the property, including any restrictive covenants, branding covenants or environmental use restrictions. If any such restrictions are currently recorded against the Franchisee’s real estate, they must be removed in order for the Franchisee to obtain SBA-assisted financing.

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<sup>1</sup> While relationships established under license, jobber, dealer and similar agreements are not generally described as “franchise” relationships, if such relationships meet the Federal Trade Commission’s (FTC’s) definition of a franchise (see 16 CFR § 436), they are treated by SBA as franchise relationships for franchise affiliation determinations per 13 CFR § 121.301(f)(5).

**EMPLOYMENT**

- Franchisor will not directly control (hire, fire or schedule) Franchisee’s employees. For temporary personnel franchises, the temporary employees will be employed by the Franchisee not the Franchisor.

As to the referenced Franchise Agreement, this Addendum automatically terminates when SBA no longer has any interest in any SBA-assisted financing provided to the Franchisee. Except as amended by this Addendum, the Franchise Agreement remains in full force and effect according to its terms.

Franchisor and Franchisee acknowledge that submission of false information to SBA, or the withholding of material information from SBA, can result in criminal prosecution under 18 U.S.C. 1001 and other provisions, including liability for treble damages under the False Claims Act, 31 U.S.C. §§ 3729 -3733.

AUTHORIZED REPRESENTATIVE OF  
FRANCHISOR:

AUTHORIZED REPRESENTATIVE OF  
FRANCHISEE:

**ASSISTING HANDS HOME CARE, LLC**

\_\_\_\_\_  
(Entity Name)

Sign: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sign: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Sign: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Note to Parties:** This Addendum only addresses “affiliation” between the Franchisor and Franchisee. Additionally, the applicant Franchisee and the franchise system must meet all SBA eligibility requirements.

**EXHIBIT I**

**STATE EFFECTIVE DATES**

## State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, 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:

<b>State</b>	<b>Effective Date</b>
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
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 J**

**RECEIPT**



**RECEIPT**  
**(Candidate Copy)**

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 Assisting Hands Home Care, LLC offers you a franchise, it 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.

Under Iowa law, if applicable, Assisting Hands Home Care, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Assisting Hands Home Care, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement of the payment of any consideration that relates to the franchise relationship.

If Assisting Hands Home Care, 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise is:
Lane Kofoed, 5700 E Franklin Road, Suite #105, Nampa, Idaho 83687; Telephone: (208) 321-5510
Andrew Dahle, 5700 E Franklin Road, Suite #105, Nampa, Idaho 83687; Telephone: (208) 321-5510
Daniel Durney, 5700 E Franklin Road, Suite #105, Nampa, Idaho 83687; Telephone: (208) 321-5510

Issuance Date: April 19, 2024

I received a disclosure document issued April 19, 2024 which included the following exhibits:

- Exhibit A List of State Administrators/Agents for Service of Process
- Exhibit B Franchise Agreement
- Exhibit C Franchise Disclosure Questionnaire
- Exhibit D List of Current and Former Franchisees
- Exhibit E Financial Statements
- Exhibit F State Addenda and Agreement Riders
- Exhibit G Confidential Operations Manual Table of Contents
- Exhibit H Contracts for use with the Assisting Hands Franchise
- Exhibit I State Effective Dates
- Exhibit J Receipt

\_\_\_\_\_  
Date Signature Printed Name

\_\_\_\_\_  
Date Signature Printed Name

Rev. 012417

**PLEASE RETAIN THIS COPY FOR YOUR RECORDS.**

**RECEIPT  
(Franchisor Copy)**

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 Assisting Hands Home Care, LLC offers you a franchise, it 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.

Under Iowa law, if applicable, Assisting Hands Home Care, LLC must provide this disclosure document to you at your first personal meeting to discuss the franchise. Michigan requires Assisting Hands Home Care, LLC to give you this disclosure document at least ten business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first. New York requires you to receive this disclosure document at the earlier of the first personal meeting or ten business days before the execution of the franchise or other agreement of the payment of any consideration that relates to the franchise relationship.

If Assisting Hands Home Care, 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 law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580, and the appropriate state agency identified on Exhibit A.

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- Exhibit I State Effective Dates
- Exhibit J Receipt

Date	Signature	Printed Name
Date	Signature	Printed Name

Rev. 012417

**Please sign this copy of the receipt, date your signature, and return it to Assisting Hands Home Care, LLC, 5700 E. Franklin Road, Suite #105, Nampa, ID 83687.**