

FRANCHISE DISCLOSURE DOCUMENT

 The logo for Seva Senior Home Care Services features a blue house icon with a green silhouette of an elderly person being assisted by another person. Below the house are two blue hands cupping the scene, with green leaves on either side. The text "SEVA SENIOR HOME CARE SERVICES" is written in blue and green below the hands.	<p>Seva Senior Home Care Franchising LLC An Illinois Limited Liability Company 1355 S Route 59, Suite 201B Naperville, IL 60564 sparikh@sevaseniorcare.com www.sevaseniorcare.com 773-501-5966</p>
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We offer a franchise opportunity to establish and operate a business providing non-medical home care and companion care services to seniors, infirm adults, and individuals recovering from illness or surgery.

Option 1: \$25,000 Franchise Fee: The total investment necessary to begin operation of a Seva Senior Home Care Services franchise is \$134,500-\$277,000. This includes \$25,000 that must be paid to the franchisor or affiliate.

Option 2: \$0 Franchise Fee: The total investment necessary to begin operation of a Seva Senior Home Care Services franchise is \$129,500-\$282,000. This includes \$0 that must be paid to the franchisor or affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Sujit Parikh at 1355 S Route 59, Suite 201B, Naperville, IL 60564, telephone 773-501-5966.

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 accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW., Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov 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: May 6, 2025

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
How much can I earn?	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 Exhibits E and F.
How much will I need to invest?	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.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit G includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets
Will my business be the only Seva Senior Home Care Services business in my area?	Item 12 and the “territory” provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What’s it like to be a Seva Senior Home Care Services franchisee?	Item 20 or Exhibits E and F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	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 B.

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 Illinois. 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 Illinois than in your own state.
2. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
3. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
4. **Unregistered Trademark.** The primary trademark that you will use in your business is not federally registered. If the Franchisor's ability to use this trademark in your area is challenged, you may have to identify your business and its products/services by a different name. This change can be expensive and may reduce brand recognition of the products and services you offer.
5. **Financial Condition.** The franchisor's financial condition, as reflected in its 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.

**MICHIGAN ADDENDUM
TO THE DISCLOSURE DOCUMENT**

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful 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 franchise'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, logo type, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed 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 obligation to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

Any questions regarding this notice should be directed to Department of the Attorney General's Office, Consumer Protection Division, Franchise Section, G. Mennen Williams Building, 525 W. Ottawa Street, Lansing, Michigan 48913; telephone number (517) 373-7117.

THIS 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 disclosure document, the terms “we,” “us,” “our,” and “Seva Senior Home Care Services” refer to Seva Senior Home Care Franchising LLC (“Seva Senior Home Care Services”), the Franchisor. The terms “you” and “your” refer to the person or entity that buys this franchise, including any guarantors.

The Franchisor

We are an Illinois Limited Liability Company formed on March 24, 2025. Our principal business address is 1355 S Route 59, Suite 201B, Naperville, IL 60564. We do business under our corporate name and the name “Seva Senior Home Care Services.”

We have offered franchises of the type offered here since March 2025.

We do not operate a business of the type being franchised or offer franchises in other lines of business. At times, we may acquire and operate a franchised outlet and run it as a company store.

Exhibit B contains our agents for service of process.

Parents and Predecessors

We do not have any parents or predecessors.

Affiliates

We have an affiliate, Seva Senior Home Care Services, LLC, formed on November 16, 2020, with a principal business address of 776 S Route 59, Suite 162, Naperville, IL 60540. Seva Senior Home Care Services LLC operates two outlets similar to the business offered here since 2020. Seva Senior Home Care Services LLC has not and does not offer franchises in any line of business and does not offer products or services to franchisees.

The Franchise Offered

The franchise offered is to establish and operate a business providing non-medical home care and companion care services to seniors, infirm adults, and individuals recovering from illness or surgery (“Franchised Business”).

Market and Competition

The market for your services and products is the general public. In most areas, the market is developed. Sales are year-round.

Your Franchised Business may have to compete with other businesses offering services and products similar to those that you will offer, including franchised operations, national chains, and other independently owned companies.

Industry Specific Regulations

Your Franchise Business and the services you provide may be subject to, and must comply with, various federal, state or local laws and regulations. Such legal and regulatory requirements may include those that (1) establish licensing and certification requirements for businesses in general; (2) set standards pertaining to employee health and safety; and (3) establish laws and regulations regarding the hiring, employment and compensation of your employees.

In certain states, your franchised business must be operated by a licensed medical professional or under a management arrangement with a licensed medical professional because the services that will be provided may be covered by state and federal health care laws. If you are not a licensed medical professional, your state's laws may require you to enter into a health care services management agreement with a licensed medical professional who will provide the health care services at your Facility.

Home health aides that render particular licensed services- such as nursing, physical therapy, speech therapy, or occupational therapy- must have appropriate state licenses to offer such services and comply with applicable state regulations in the field.

If your Franchised Business chooses to accept reimbursement from federal health care programs, such as Medicaid, Medicare, Medicare-Medicaid Alignment Initiative (“MMAI”), or the Veterans’ Administration (“VA”), then you will be responsible for obtaining and maintaining all required licenses, permits and authorizations. You will also be responsible for knowing and complying with all applicable regulatory and contract requirements. Such requirements include compliance with the False Claims Act and Federal Anti-Kickback Statute (“AKS”). You must also comply with any applicable federal and state data protection and privacy laws in operating the business, which may include the Health Insurance Portability and Accountability Act (“HIPAA”), as your Franchised Business will be a covered entity under HIPAA. You may also be subject to Federal and State Fraud and Abuse Laws.

We do not provide assistance in determining which medical license laws apply to your state, nor do we provide to you a health care services management agreement. Instead, we require that before you enter into a franchise agreement with us, you engage a local attorney who specializes in health care law in your jurisdiction in order to determine your legal obligations, evaluate the possible effect on your franchise operations and costs, and draft for you any health care services management agreement that you may need.

ITEM 2. BUSINESS EXPERIENCE

Sujit Parikh, President. Sujit Parikh has served as President of Seva Senior Home Care Franchising LLC in Naperville, Illinois since March 2025. He has also served as President of Seva Senior Home Care Services LLC in Naperville, Illinois since November 2020. From February 2015 to Present, Sujit Parikh has also served as a Digital Engineer for Exelon Inc. in Naperville, IL.

Anita Parikh, Manager. Anita Parikh has served as Manager of Seva Senior Home Care Franchising LLC in Naperville, Illinois since March 2025. Anita Parikh has also served as Branch

Manager of Seva Senior Home Care Services LLC in Naperville, Illinois since November 2020. From July 2015 to July 2023, Anita Parikh served as Assistant Manager of Bank of India in Chicago, IL.

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

Except as disclosed below, you must pay us an Initial Franchise Fee of \$25,000 in a lump sum.

We offer two fee structures for all new franchisees who wish to purchase a single Territory. If you are a new franchisee purchasing a single Territory, you may choose one of the following options, which best meets your needs (as determined by you):

- Option 1: You pay us a nonrefundable \$25,000 Initial Franchise Fee in one lump sum at the time the Franchise Agreement is signed. If you select this option, you will pay royalty fees in the amount of 5% of monthly Gross Revenues after the effective date of your Franchise Agreement.
- Option 2: You do not pay an Initial Franchise Fee. If you select this option, you will pay 10% of Gross Revenues for the first \$1 million in Gross Revenues generated by your business. After that, your royalty fee will be 5% of monthly gross Revenues for the remainder of the term of the franchise agreement.

The initial fees are due to us in full when you return signed copies of your Franchise Agreement. The initial franchise fee is fully earned and nonrefundable upon signing the franchise agreement and receipt of the funds by us.

Additional Territory

If you are a current franchisee wishes to add territory to your already existing territory, you must pay us an Additional Territory fee of \$10,000 for zip codes with a minimum population of 25,000.

Conversion Franchise

If you previously operated a home care business and convert to our System, we may discount your Initial Franchise Fee based on our review of your existing business, which may include an evaluation of your existing client base, the location of your business, and your experience.

Veteran's Discount

We offer a 10% discount of the Initial Franchise Fee to all qualified veterans. To qualify for the military veteran discount, you must provide us with acceptable documentation of your honorable discharge from the U.S. Armed Forces (including a valid form DD214).

Except as described in this Item 5, the Initial Fees are uniformly imposed.

ITEM 6. OTHER FEES

Fee (Note 1)	Amount	Due Date (Note 2)	Remarks
Royalty Fee	5% of Gross Revenues Or 10% of Gross Revenues until you reach \$1 million in Gross Revenues, and 5% thereafter	Payable the 5 th of the month as the prior month's Gross Revenues	See Note 3 for a definition of Gross Revenues. If you chose not to pay the Initial Franchise Fee in a lump sum, you will pay an increased Royalty until you reach \$1 million in Gross Revenues
Franchise Broker Fee	Normally \$20,000 - \$30,000	When you enter into a Franchise Agreement.	If you select the \$0 Franchise Fee option, yet used a Franchise Broker to assist in this franchise purchase, you agree to pay the Franchise Broker's Commission.
National Advertising Fee	1% of Gross Revenues	Monthly	You agree to pay to us the Advertising Fee to support our advertising program.
Local Advertising	1% of Gross Revenues	Monthly	You agree to spend these sums on local advertising, including online and social media advertising, pursuant to our guidelines. You agree to furnish proof of your expenditures to us if we so request.
Technology Fee	\$250 per month	Monthly	You agree to pay fees for technology provided to you.
Update or Additional Training Fee	\$2,500 per attendee	At the time of training	We reserve the right to charge up to \$2,500 per attendee to provide Update or Additional Training.
Testing/ Inspection Fees to Approve a Supplier	\$100/hour plus any costs incurred	When incurred	You must pay this fee to us if you request us to test and inspect a new supplier.

Transfer Fee	\$5,000 for a transfer of the franchise or a majority interest in it \$2,500 upon transfer of minority interest	Due before transfer.	We must approve the transfer.
Renewal Fee	\$2,500	When you enter into a new franchise agreement upon the expiration of the term of your original franchise agreement	
Audit Fee	Actual Cost of Audit plus interest on any late payment	Immediately upon conclusion of audit	Payable if an audit discloses an under reporting of Gross Revenues or underpayment to us by 2% or more.
Late fee	\$50	10 days after billing	You must pay a late fee for each past due payment in addition to the interest disclosed above.
Interest	6%	As invoiced	Owed on past due amounts.
Credit Card Processing Fee	Actual amount charged- normally 3% of the transaction	As invoiced	You must pay us the then-current charge imposed by third-party credit card processors if you elect to pay any sums to us by credit card
Insufficient Funds Fee	\$50 per transaction	As incurred	You agree to pay this fee to us if an electronic transfer or other payment from you to us is declined.
Third party charges we incur on your behalf	Actual amount of charge; normally \$50-\$1,000	At time of expense	If we incur third party charges on your behalf, you agree to reimburse us for any such charges.
Temporary Management Fee	Our actual expenses plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business	At time of expense	We are entitled to this fee if we must enter, operate and manage your Franchised Business on your behalf because (a) you abandon or fail, or threaten to abandon or fail, to actively operate the Franchised Business for three or more consecutive days; (b) in our reasonable judgment the Franchised Business is in imminent risk

			of closure due to your financial condition or otherwise; (c) you fail to render schedule services for clients; or (d) upon your death or incapacity, or an owner of a controlling interest resulting, in our opinion, in your diminished capacity to properly operate the Franchised Business.
Sales, Excise, or Gross Receipts tax	Actual amount of tax paid	At time of payment of fees to us which are subject to any tax	You must reimburse us for any tax we pay on any fee imposed on you.
Territory Violation Fee	50% of the total revenue collected from servicing a client in another franchisee's territory	Upon demand	If you service a client in another franchisee's territory without permission to do so and in violation of our cross-territorial protocols, you must pay us the Territory Violation Fee based on the gross revenues you collect from that client. We will pay 80% of your payment to the franchisee who owns the territory and will retain the remaining 20% of your payment. You agree to cooperate in good faith with any client transaction procedures we specify.
Indemnity	Actual loss sustained	At time of loss	You must indemnify us from any loss caused by your operation of the Franchised Business.
Attorney Fees and Costs	Actual amount incurred	At time of expense	If we are the substantially prevailing as to any Claims you agree to pay our costs and attorney fees.
Insurance Reimbursement	All premiums, costs and expenses we incur	As incurred	If you fail or refuse to obtain and maintain the insurance we require, we may obtain such insurance for you, and you shall reimburse us for all premiums, costs, and expenses we incur in

			obtaining and maintaining the insurance.
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Note 1 – Except where otherwise specified, we uniformly impose and collect all the fees in this table, you pay them to us, and we do not refund them.

Note 2 – Before you may open for business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. If you change your bank account or transfer your account to a different bank, you must notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We require you to execute an Automatic Bank Draft Authorization and pay most fees to us via ACH electronic funds transfer. See Schedule 2 to the Franchise Agreement.

Note 3 – “**Gross Revenues**” means all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes and gratuities or tips paid to employees by customers.

ITEM 7. ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Option 1-\$25,000 Franchise Fee

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 1)	\$25,000	\$25,000	As arranged	Upon entering into franchise agreement	Us
Travel and Living Expenses to Attend Initial Training (Note 2)	\$2,500	\$5,000	As arranged	As incurred	Third parties
Leasehold Improvements (Note 3)	\$5,000	\$25,000	As arranged	As incurred	Third Parties
Rent and Security Deposit (Note 4)	\$6,000	\$12,000	As arranged	As incurred	Landlord
Signage (Note 5)	\$3,000	\$10,000	As arranged	As incurred	Third Parties
Furniture, Fixtures, and Equipment (Note 6)	\$10,000	\$20,000	As arranged	As incurred	Third Parties
Computer Hardware and Software (Note 7)	\$8,000	\$10,000	As arranged	As incurred	Third Parties
Supplies/Inventory (Note 8)	\$5,000	\$10,000	As arranged	As incurred	Third Parties
Grand Opening Advertising (Note 9)	\$1,000	\$3,000	As arranged	As incurred	Third Parties
Payroll (Note 10)	\$20,000	\$50,000	As arranged	Bi-weekly	Employees
Insurance (Note 11)	\$3,000	\$8,000	As arranged	As incurred	Third Parties
Licenses, Permits, and Certifications (Note 12)	\$3,000	\$10,000	As arranged	As incurred	Third Parties
Professional Fees (Note 13)	\$12,000	\$25,000	As arranged	As incurred	Accountants, Consultants, Attorneys, etc.
Utilities (Note 14)	\$1,000	\$4,000	As arranged	As incurred	Third Parties
Additional Funds -90 days (Note 15)	\$30,000	\$60,000	As arranged	As incurred	Third Parties
TOTAL (Note 16)	\$134,500	\$277,000			

Option 2- \$0 Franchise Fee

Type of Expenditure	Estimated Amount		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee (Note 1)	\$0	\$0	As arranged	Upon entering into franchise agreement	Us
Franchise Broker Commission (Note 1A)	\$20,000	\$30,000	As arranged	Upon entering into franchise agreement	Third Party Franchise Brokers
Travel and Living Expenses to Attend Initial Training (Note 2)	\$2,500	\$5,000	As arranged	As incurred	Third parties
Leasehold Improvements (Note 3)	\$5,000	\$25,000	As arranged	As incurred	Third Parties
Rent and Security Deposit (Note 4)	\$6,000	\$12,000	As arranged	As incurred	Landlord
Signage (Note 5)	\$3,000	\$10,000	As arranged	As incurred	Third Parties
Furniture, Fixtures, and Equipment (Note 6)	\$10,000	\$20,000	As arranged	As incurred	Third Parties
Computer Hardware and Software (Note 7)	\$8,000	\$10,000	As arranged	As incurred	Third Parties
Supplies/Inventory (Note 8)	\$5,000	\$10,000	As arranged	As incurred	Third Parties
Grand Opening Advertising (Note 9)	\$1,000	\$3,000	As arranged	As incurred	Third Parties
Payroll (Note 10)	\$20,000	\$50,000	As arranged	Bi-weekly	Employees
Insurance (Note 11)	\$3,000	\$8,000	As arranged	As incurred	Third Parties
Licenses, Permits, and Certifications (Note 12)	\$3,000	\$10,000	As arranged	As incurred	Third Parties
Professional Fees (Note 13)	\$12,000	\$25,000	As arranged	As incurred	Accountants, Consultants, Attorneys, etc.
Utilities (Note 14)	\$1,000	\$4,000	As arranged	As incurred	Third Parties
Additional Funds -90 days (Note 15)	\$30,000	\$60,000	As arranged	As incurred	Third Parties
TOTAL (Note 16)	\$129,500	\$282,000			

Notes applicable to both tables:

*The initial fees listed above that are paid to us are nonrefundable as paid. Whether such fees paid to third parties are refundable would depend upon their policies.

Note 1 – Initial Franchise Fee. We base the table above on the purchase of a single franchise. As of the date of this disclosure document, we offer two fee structures for all new franchisees who wish to purchase a single Territory. If you are a new franchisee purchasing a single Territory, you may choose one of the following options, which best meets your needs (as determined by you):

- Option 1: You pay us a nonrefundable \$25,000 initial franchise fee in one lump sum by the due date (“Due Date”). If you select this option, you will pay royalty fees in the amount of 5 percent of monthly Gross Revenues after the effective date of your Franchise Agreement.
- Option 2: You do not pay an initial franchise fee. If you select this option, you will pay 10 percent of Gross Revenues for the first \$1 million in Gross Revenues generated by your business. After that, your royalty fee will be 5 percent of monthly gross Revenues for the remainder of the term of the franchise agreement.

Note 1A - Franchise Broker Commission. If you select Option 2 above (no franchise fee option) and use a Franchise Broker, you must pay the Franchise Broker’s commission, which is normally \$20,000 - \$30,000.

Note 2 – Travel and Living Expenses to Attend Initial Training. These are the estimated expenses to attend initial training.

Note 3 – Leasehold Improvements. The cost of leasehold improvements depends upon the condition and size of the leasehold, the local cost of contract work, and the location of the Franchise. This amount will vary based on the existing leasehold's condition and the additional work needed.

Note 4 – Rent and Security Deposit. The amount of rent that you will incur will vary in the different market areas and size of the space, which will typically be between 300 and 1000 square feet. We estimate rent for the first three months plus a security deposit for one month’s rent.

Note 5 – Signage. We provide estimates for exterior signage. The type of signage allowed varies depending on city ordinances and landlord preferences. Your signage needs and costs will vary.

Note 6 – Furniture, Fixtures, and Equipment. These amounts are for the furniture, fixtures, and equipment to complete the buildout of your premises.

Note 7 – Computers and Software. You must comply with our computer hardware, software, and POS specifications, which we have set forth in Item 11.

Note 8 – Supplies/Inventory. These are the amounts needed for supplies and inventory to begin operations.

Note 9 – Grand Opening Advertising. We require you to engage in a Grand Opening Advertising campaign pursuant to our guidelines to draw attention to the opening of your business.

Note 10 – Payroll. These are the estimated amounts for payroll expenses for the first 3 months of operation. Your payroll costs will vary depending on how much management work you do and the prevailing wage rates in your area. Certain states require that you have a nurse or administrator as part of your staff. The low end estimate includes the approximate salary and associated payroll burden of one full-time employee. The high figure includes the salary and associated payroll burden of two full time employees including a nurse or administrator.

Note 11 – Insurance. You will need insurance, as we describe in detail in Item 8.

Note 12 – Licenses, Permits, and Certifications. These are the estimated costs of obtaining required licenses and permits to operate your business. Some costs may vary depending on the location of the Franchised Business.

Note 13 – Professional Fees. You will incur professional legal, home care consultant, and accounting fees to assist with your entity setup, licensing, and other legal, and accounting issues.

Note 14 – Utilities. Utility rates vary by market area.

Note 15 – Additional Funds. 90 Days. Additional Funds are to pay for miscellaneous expenses and to maintain sufficient working capital. We base this estimate on the years of industry experience our management team has.

Note 16 – Total. Does not include Royalties, Advertising Fees, Technology Fees, interest expenses, or taxes. Amounts may vary depending on state and local requirements.

Note 17 – We do not offer financing directly or indirectly for any part of the initial investment.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The Goods or Services Required to be Purchased or Leased:

Advertising and Marketing. You must use advertising material per our specifications, or we must approve the advertising in writing before its use. You may be required to purchase branded items (such as flyers or brochures) or marketing services (such as internet or social media marketing) from a designated supplier.

Computer Hardware, Software, and Subscriptions. You must purchase the computer hardware, software, and subscriptions we specify, which may include a vendor designation. We require you to use the point-of-sale equipment and credit card processing services that we specify, which may include vendor designations. You must purchase Customer Relations Management (“CRM”) and any other software that we specify from a designated supplier.

Furniture, Fixtures, and Equipment. You must purchase furniture, fixtures, and equipment pursuant to our specifications, which may include a supplier designation. You may not install or

permit to be installed in the premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines, or other items without our written consent or that do not comply with our specifications.

Insurance. You must purchase and maintain the insurance that we specify or as required by state law. All policies must name us and our designated affiliates as additional insured, and you must furnish us with proof of coverage. Certificates of insurance must be sent to us annually. You may obtain additional insurance coverage as you feel necessary. You may purchase your insurance from any carrier rated A- or better, subject to our approval, not to be unreasonably withheld. Here are our present insurance specifications:

General Liability Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Business Property Insurance	\$50,000 (or more depending on the value of your business property)	Per Occurrence
Worker’s Compensation	As required by law	Per Employee
Automobile Insurance	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate
Professional Liability	\$1,000,000	Per Occurrence
	\$2,000,000	In the Aggregate

You may elect to have reasonable deductibles for the coverages described above. We may modify our insurance requirements during the term of your Franchise Agreement, and any modifications will be communicated to you in our Manual or otherwise in writing.

Inventory and Supplies. You must purchase inventory, ingredients, and supplies, including, but not limited to, signs, decorations, paper goods (including all forms and stationery), pursuant to our specifications, which may include a vendor designation.

Leased Location. You will need a site in which to operate the Franchised Business. We furnish site selection guidelines. We require you to send to us any proposed lease and information as required by us to evaluate the site for our approval before you sign the lease. You may lease from any landlord. You and your landlord must sign the Lease Rider attached as Schedule 4 to Exhibit C to the Franchise Agreement.

Leasehold Improvements. You may purchase leasehold improvements from a Contractor or other supplier that we approve, and you must build out your location pursuant to our specifications.

Signage. You must purchase signage according to our specifications, which may include a vendor designation.

Whether We or Our Affiliates are Approved Suppliers

We are an approved supplier of advertising material, but we may not be the only approved supplier of such items.

Our affiliate is not currently an approved supplier of goods or services to franchisees.

Officer Interest in Suppliers

Our officer Sujit Parikh owns an interest in us.

Alternative Suppliers

We do not maintain written criteria for approving suppliers; thus, these criteria are unavailable to you or your proposed supplier. We permit you to contract with alternative suppliers if we approve them and they meet our criteria. We charge \$100 an hour plus any costs incurred to test another supplier that you propose. If you wish to propose to us another supplier, you may submit the proposed supplier that you wish for us to consider in writing. Your request must include sufficient specifications, photographs, drawings and other information and samples to enable us to determine whether supplier meets our specifications. Your request must also provide confirmation that the supplier is financially sound and carries adequate liability insurance. We will examine the quality of the items and the supplier's ability to supply a sufficient quantity in a timely way with good customer service to determine whether to consider adding the supplier to our list of approved vendors. If we have not responded to a written request for approval of an alternate supplier within 30 days, then the request is disapproved. We will notify you within 30 days if we approve or disapprove of an alternative supplier. If we revoke approval for a supplier, we will provide written notice to you.

Issuance and Modification of Specifications

We issue and modify specifications and standards to franchisees or approved suppliers through our Operations Manual or informational bulletins from time to time.

Revenue from Required Purchases or Leases

We may derive revenue or other material consideration from required purchases or leases by you.

For the fiscal year ending December 31, 2024, neither we nor our affiliate earned revenue or other material consideration from required purchases or leases by franchisees.

Required Purchases as a Proportion of Costs

We estimate that approximately 60-80% of your expenditures for leases and purchases in establishing your Franchised Business will be for goods and services that must be purchased from us, an Affiliate, an approved supplier, or from another party according to our standards and specifications. We estimate that approximately 10-20% of your expenditures on an ongoing basis

will be for goods and services that must be purchased either from us, an Affiliate, an approved supplier or another party according to our standards and specifications.

Supplier Payments to Us

We currently do not receive rebates, payments or other material benefits from suppliers as a result of purchases or leases by Franchisees but we reserve the right to do so in the future.

We did not receive any supplier rebates for the fiscal year ending December 31, 2024, but we may do so in the future.

Purchasing or Distribution Cooperatives

Currently, we do not have any purchasing or distribution cooperatives.

Purchase Arrangements

We do not currently, but may negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees.

Material Benefits

We do not provide material benefits to you based on your purchase of products or services or use of suppliers. However, we can terminate your Franchise Agreement if you do not comply with our supplier standards, if any, as defined in the Manual. In addition, you must be in compliance with your Franchise Agreement to be eligible to renew it.

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ITEM 9. FRANCHISEE’S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

Obligations	Section In Agreement	Item in Disclosure Document
a. Site selection and acquisition/lease	3, 6.2	11, 12
b. Pre-opening purchase/leases	6.9, 6.10, 6.11, 6.12, 6.13	7, 8
c. Site development and other pre-opening requirements	6.2, 7	7, 8, 11
d. Initial and ongoing training	6.1, 6.8	11
e. Opening	6.3	11
f. Fees	4, 6, 7, 14, 15, 19.11	5, 6, 7, 8, 11
g. Compliance with standards and policies/operating manual	6.4, 7, 8, 9, 10	8, 11, 15, 16
h. Trademarks and proprietary information	7, 8, 9,	13, 14
i. Restrictions on products/services offered	6.6	8, 11, 16
j. Warranty and customer service requirements	6.7	6, 15
k. Territorial development and sales quotas	3	12
l. Ongoing product/service purchases	4, 6.10, 6.11, 6.12	8, 11
m. Maintenance, appearance, and remodeling requirements	6.14	Not Applicable
n. Insurance	6.9	6, 7, 8
o. Advertising	7	6, 7, 11

Obligations	Section In Agreement	Item in Disclosure Document
p. Indemnification	15	6
q. Owner's participation/management/staffing	6.5	15
r. Records and reports	9	11
s. Inspections and audits	9	6, 11
t. Transfer	16	6, 17
u. Renewal	2.2	17
v. Post-termination obligations	11, 12, 15	15, 16, 17
w. Non-competition covenants	12	15, 16, 17
x. Dispute resolution	21	17

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

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

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

Pre-Opening Obligations:

Initial Training. We provide an initial training program. The topics covered in Initial Training are described in the chart below in this Item 11. (Franchise Agreement, Section 5.1).

Site Selection. We do not generally own the premises and lease it to you. We provide criteria to help you select a site. We must approve any site you select before you sign a lease for that location. We do not select the site. We will typically approve or disapprove of a proposed site within 14 days of your submission to us of the information required by us on the proposed site.

We consider the following factors when reviewing a proposed site: (i) residential and office building population, (ii) income levels, (iii) demographics, (iv) competition, (v) visibility, (vi) proximity to other of our locations, (vii) accessibility, (viii) traffic, (ix) size, (x) condition and character, (xi) parking, and (xii) available signage.

If you do not locate a site of which we approve within 120 days of the date of the Franchise Agreement, we can terminate the Franchise Agreement without any refund to you, or allow you more time. (Franchise Agreement, Section 5.2(a)).

Plans and Layout. We will furnish a sample site layout plan. (Franchise Agreement, Section 5.2(b)).

Build out. It is your responsibility to conform the premises to federal, state or local ordinances, building codes, licensing requirements and obtain any required permits. (Franchise Agreement, Section 6.2(b)).

Lease. Before you sign a lease, sublet a space, purchase space or make any binding commitment to do so, we must approve, in writing your proposed lease or purchase agreement. (Franchise Agreement, Sections 5.2(c) and 6.2(d)).

Assistance to obtain equipment, signs, fixtures, opening inventory, and supplies. We provide our criteria and guidance to obtain equipment, signs, fixtures, opening inventory, and supplies. Otherwise, we provide the names of approved vendors or specifications for these items. We do not deliver or install these items. (Franchise Agreement, Section 5.3).

Assistance to Hire and Train Employees. We provide guidance on how to hire and train employees. (Franchise Agreement, Section 5.4).

Operations Manual. We provide access to our Operations Manual (“Manual”) to offer guidance in operating your Franchised Business. (Franchise Agreement, Section 5.5).

Length of Time Before Opening. The typical length of time between the signing of the Franchise Agreement and the opening of your outlet is 4-6 months. You must begin operations and be open for business no later than 180 days from the time both parties execute the franchise agreement. If you and we can not agree on a site, we can allow you more time to search for a site or terminate the franchise agreement. (Franchise Agreement, Section 6.3).

Factors that can affect the time length in which to be open for business include: the time needed to (1) obtain financing; (2) enter into a lease; (3) comply with zoning; (4) obtain licenses and permits; (5) perform construction; (6) weather conditions; (7) acquire and install furniture, fixtures, equipment, and signage; and (8) hire and train staff.

During the Operation of the Franchise:

Operational Support. We offer assistance with operating problems and issues that you may encounter. (Franchise Agreement, Sections 5.5, 5.6 & 9.3).

Computer Hardware and Software. We specify computer hardware and software to assist in operating your Franchised Business. You must always use the CRM scheduling software we designated, which may change from time to time as new products are offered and technology develops. (Franchise Agreement, Section 5.7).

Marketing Support. We approve advertising you provide to us and offer marketing assistance and support. (Franchise Agreement, Section 7).

Optional Assistance:

Establishing Prices. We may make pricing recommendations based on industry-wide standards and the rates in the particular market as part of the initial and ongoing training. We may also include such pricing recommendations in the Manual. (Franchise Agreement, 5.5)

Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you request or are required to undergo additional training other than training scheduled by us, you must pay us and pay for all related expenses to attend. (Franchise Agreement, Sections 4. 5.8).

Advertising Program and Fund:

Grand Opening Advertising. You must spend \$1,000 - \$3,000 around the time of the opening of your Franchised Business to promote its opening, pursuant to our guidelines. (Franchise Agreement, Section 7.2).

Local Advertising. We recommend you spend a minimum of 1% of your Gross Revenues monthly on local advertising and promotion on digital marketing, directory listing, or other marketing to solicit clients in your Territory. (Franchise Agreement, Section 7.3).

Marketing Fund. You must contribute 1% of your monthly Gross Revenues into our Marketing Fund. Franchisor owned outlets may not be required to contribute to the Fund. We administer the Fund. The Fund is not audited. Unaudited financial statements will be made available to you upon written request. (Franchise Agreement, Section 7.4).

If not all Fund fees are spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year.

In our last fiscal year ending December 31, 2024, we did not raise any Marketing Fund fees.

We will not use Fund fees to solicit new franchise sales.

Our Obligation to Conduct Advertising. We use monies in the Marketing Fund to advise you on the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may conduct local, regional, or national advertising. We may produce advertising material in-house or through outside national or regional agencies. We are not required to spend any amount on advertising in your area or Territory. (Franchise Agreement, Section 7.5).

Corporate Website. We will develop and maintain a website that contains your Franchised Business's contact information. (Franchise Agreement, Section 7.6).

Digital Marketing. We may create, operate and promote websites, social media accounts (including but not limited to Facebook, X, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, the Franchised Business, and franchise opportunities. We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Franchised Business. (Franchise Agreement, Section 7.7).

Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor. (Franchise Agreement, Section 7.8).

Use of Your Own Advertising. You may use your own advertising materials provided that you submit them to us, and we approve them in writing, and they adhere to federal, state, and local law. If our written approval is not received within 15 days from the date we received the material, the material is deemed disapproved. You must stop using any advertising immediately upon our request. You must participate in all promotional programs that we create, offer or advertise. (Franchise Agreement, Section 7.9).

Private Websites & Email. You are not allowed to have an independent website, social media accounts, or obtain or use any domain name (Internet address) for your Franchised Business, without first obtaining our written approval. You are also not allowed to utilize any other email other than the email provided by us to deliver services by your Franchised Business. (Franchise Agreement, Section 7.10).

Advertising Council. We may establish a Franchisee Advisory Council (“FAC”) composed of franchisees that advise us on operational and advertising policy. We will select the members. The FAC will serve only in an advisory capacity. We can form, change, or dissolve the advertising council. (Franchise Agreement, Section 7.17).

Advertising Cooperative. You are not required to participate in a local or regional advertising cooperative. (Franchise Agreement, Section 7.18).

Computer and POS System:

You must comply with our computer hardware, software and POS specifications as provided in our Manual. (Franchise Agreement, Section 6.10). At present, we require you to have the following hardware and software:

Hardware

Hardware	Approximate Cost
1 desktop or laptop computer with internet access, POS System.	\$2,000-\$4,500

Software

You will also need to subscribe to such monthly or yearly software subscriptions as we may require in the manual. Presently the following software is specified or recommended:

Software Name	Nature	Approximate Cost per month
QuickBooks	Bookkeeping & Accounting	\$35
Practina	Online Marketing	\$150
Microsoft Office	(Word, Excel, PowerPoint)	\$15
CareSmartz360	CRM, Compliance, Billing, Invoicing, Scheduling	\$550

Neither we nor our affiliates nor any third party have any obligation to provide ongoing maintenance, repairs, upgrades, or updates. You must maintain your computer systems in good working order and must replace, update, or upgrade your hardware systems as we require. There are no contractual limitations regarding the frequency or costs of required upgrades or updates relating to the computer system. The estimated annual cost of optional or required maintenance, updating, upgrading, or support contracts for your computer systems is approximately \$1,000 - \$3,000.

Independent Access to Information. We have, and you are required to provide independent access to, the information that will be generated or stored in your computer systems. You will store customer, financial, transaction, and operational information in your computer systems. You must at all times give us unrestricted and independent electronic access to your computer systems and information. Except for client health-related issues that may be protected by privacy laws such as HIPAA, there are no contractual limitations on our right to access the information. We have the right to review your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. If, as part of a review of your business, we request a copy of any business records, you must send us the records at your expense within five business days of receiving our request. (Franchise Agreement, Sections 9.3 & 9.5).

Operations Manual:

Exhibit H contains the Table of Contents to the Operations Manual. The total page count of the Operations Manual is 192 pages.

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TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Introduction to: Seva Senior Home Care Services	0.5	0	Note 1
Overview	0.5	0	
Pre-Opening Procedures	0.5	0	
Franchise Ownership	1.5	0	
Sales	6.5	3.5	
Digital Products	1	0	
Marketing & Advertising	1	0	
Design, Proofing and Shadow Proofing	3	0	
Call Tracking / Matrix / Layout	1	0	
Personnel & Office	4	0	
Solo Mail, Mail Lists & Samples	1	0	
Debrief & Planning	1.5	4.5	
Total	22	8	

Note 1 – We hold Initial Training quarterly, or on an as needed basis. Training is conducted online, at our affiliate location at 776 S Route 59, Suite 162, Naperville IL, 60540, or at your location. For unlicensed franchisees, training will be provided exclusively on the operation of the business, retail, and back-office functions, and will avoid training that could be considered the practice of medicine.

Initial Training is subject to change due to updates in materials, methods, manuals and personnel. The subjects and time periods allocated to the subjects taught to a specific franchisee and its personnel may vary based on the individual needs or experience of those persons being trained.

We require any individual providing training to have a minimum of one year of experience in the field or with us.

We use the Operations Manual to conduct initial training.

We do not charge you to attend initial training, but you are responsible for travel, lodging, transportation, meal costs, and your employees' wages to attend initial training.

We require that you or, in the case of an entity, your principals attend initial training and complete the program to our satisfaction. The Initial Training must be completed before opening but no later than 60 days after executing the Franchise Agreement.

Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you request or are required to undergo additional training other than training scheduled by us, you must pay us and pay for all related expenses to attend. (Franchise Agreement, Sections 4.5, 5.8).

ITEM 12. TERRITORY

The Territory will be for a specific geographic region that we define by zip codes, natural, or political boundaries as set forth on Schedule 1 to the Franchise Agreement ("Territory"). A territory will have a minimum population of approximately 50,000 residents, as determined by the U.S. Census Bureau or mapping software that we feel is reliable.

You are permitted to work from home or at a commercial location approved by us within your Territory. You can relocate your Franchised Business within the Territory without our approval but must notify us in writing.

We would not normally grant you approval to open an additional outlet within your Territory, but we may grant you additional franchise territories if we determine you have the time, energy, capital, and management structure to open and operate another territory successfully.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

All services must be conducted within your Territory. You and other franchisees may not solicit or accept orders outside of your Territory, and you may not use other channels of distribution, such as catalog sales, telemarketing, or other direct marketing to make sales outside of your Territory, without our prior written permission. We reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations.

If we grant permission for you to operate in an undeveloped neighboring territory, our permission will be freely revocable by us for any reason or no reason. Further, you will be required to immediately stop providing services to any Client located outside of your Territory upon verbal or written notice from us that a new franchisee has purchased such territory, and you will provide a list of all customers previously served by you in such territory to the new franchisee. Should you fail to stop providing services or otherwise operate the Franchised Business within 15 days after being advised that our permission to provide services or otherwise operate the Franchised Business outside the Territory is revoked because a new franchisee purchased certain rights, then you may be required to forfeit any fees earned for services performed outside of the Territory.

Minimum Requirements: Continued ownership of your Franchised Business depends on your ability to achieve a certain minimum sales volume. Specifically, if you fail to achieve a minimum of \$200,000 in annual revenue in the third year of operations or if you fail to achieve a minimum of \$500,000 in annual revenue in your fifth year and each subsequent year for the remaining term of the Franchise Agreement, we reserve the right to terminate your Franchise Agreement.

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept orders within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet. We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement. We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

We reserve the right to own, develop, acquire, be acquired by, merge with, or otherwise engage in any transaction with another businesses (competitive or not), which may offer products and services like your Franchised Business and may have one or more competing outlets within your Territory, however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark in which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

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ITEM 13. TRADEMARKS

The Franchise Agreement licenses to you the right to use the following principal trademarks (“Marks”) registered or applied for with the U.S. Patent and Trademark Office (“USPTO”):

Mark	Principal or Supplemental Register of the USPTO	Serial/Registration Number	Registration Date
<p align="center">SEVA SENIOR HOME CARE SERVICES</p>	<p align="center">Principal</p>	<p align="center">99090070</p>	<p align="center">Pending; Not Registered Applied for March 18, 2025</p>

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We have filed all required affidavits and renewals for registered Marks.

There are currently no effective determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or any court; or any pending infringement, opposition, or cancellation proceeding in which we unsuccessfully sought to prevent registration of a trademark in order to protect a trademark licensed by us. There is no pending material federal or state court litigation regarding our use or ownership rights in the Marks.

There are no currently effective agreements that significantly limit our rights to use or license the use of our trademarks listed in this section.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us in writing. We are not required to take affirmative action when notified of these uses or claims.

We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. The Franchise Agreement does not require us to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

If, in our sole discretion, we discontinue or modify our Marks, you must adopt and use any new marks as required by us. Any expenses you incur because of adopting and using these marks are your responsibility.

We do not know of any superior prior rights or infringing uses that could materially affect your use of our Marks anywhere.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

We do not currently hold any patents or have any pending patent applications that are material to this franchise. We claim copyrights to our Operations Manual, marketing material such as our website text, and other printed material, although we have not presently filed a registration of those copyrights.

There are no currently effective determinations of the U.S. Copyright Office or any court or any pending litigation or other proceedings, regarding any copyrighted materials. No agreement limits our rights to use or allow you to use the copyrighted materials.

We do not have an obligation in the Franchise Agreement to protect our copyrights, but we intend to do so. We will remain in control of any such litigation. We are not required to participate in the defense of you or indemnify you for expenses or damages in a proceeding involving a copyright licensed to you. We may modify or change the copyrighted materials and compel you to accept and adopt such modifications or changes at your expense. We know of no superior rights or infringing uses that could materially affect your use of the copyrighted materials.

We claim proprietary rights in our Operations Manual and business methods. You must use these items per the terms of your Franchise Agreement. We consider all of these items confidential and proprietary.

You will not directly or indirectly disclose, publish, disseminate, or use our “Confidential Information” except as authorized in the Franchise Agreement.

“Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, Customer Data, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

“Customer Data” is considered Confidential Information and includes all information about Customers that may be collected in connection with their use of your services, including, but not limited to, name, telephone number, address, and email address.

You may use our Confidential Information to perform your obligations under the Franchise Agreement, but in doing so you will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information. We may share performance data of your Franchised Business between us, our employees and affiliates, our franchisees and their employees. You agree to keep such performance data confidential.

Upon termination of your Franchise Agreement, you must return to us our Manuals and any Confidential Information, including Customer Data. You may never - during the initial term, any renewal term, or after the Franchise Agreement expires or is terminated - reveal any of our

Confidential Information to any other person or entity or use it for the benefit of any other person or business.

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

You are required to participate personally in the direct operation of the Franchised Business or have a General Manager who attends and successfully completes our initial training to our satisfaction. Any replacement General Manager must also attend and successfully complete our initial training to our satisfaction. Any General Manager must also sign a Confidentiality and Non-Compete Agreement as we may specify, subject to state law. A General Manager is not required to have any equity interest in the franchisee's business.

All owners of this franchise must guarantee the obligations under the Franchise Agreement and are subject to a covenant not to compete along with confidentiality requirements.

You agree to accurately and completely furnish us the names, contact information, and ownership percentage of anyone who owns an interest in the Franchised Business. No change to the owners or ownership percentages is permitted without our prior written consent.

Your Franchised Business must be open such days and hours as we specify in the Manual or other informational bulletin, and the days and hours may change.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale through your Franchised Business only the services and products as specified by us and such products and services that we have approved in writing. You may not sell any goods or services that we have not authorized or approved.

You are required to sell all goods or services that we authorize, unless prohibited by your applicable local law, or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of previously approved goods or services, in which case you must immediately stop selling the revoked services or products.

For the duration of your franchise agreement, you may not offer competitive services in the states and territories of the United States unless you receive our prior written consent.

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ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section In Franchise or other Agreement	Summary
a. Length of the franchise term	2.1	10 years.
b. Renewal or extension of the term	2.2	Can be renewed for successive terms if you are in compliance with your Franchise Agreement (“Agreement”).
c. Requirement for franchisee to renew or extend	2.2	Renewing your Franchise Agreement means you can continue your operations as a franchisee for an additional term. You must sign a general release of claims, notify us in writing at least nine months before the expiration of the Agreement, and sign our then current Agreement, which may contain materially different terms and conditions than your original contract.
d. Termination by franchisee	10.1	You may terminate the Agreement if you do not renew or if you sell the franchise pursuant to the terms of the Agreement, subject to state law. You may terminate the Franchise Agreement under any grounds permitted by state law.
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	10.2, 10.3	We can terminate only if you default.
g. “Cause” defined–curable defaults	10.3	Violate the Agreement, Manual, any other agreement with us, or owe monies to us more than 30 days past due, and do not cure such breach within 30 days after notice.
h. “Cause” defined–non-curable defaults	10.2	Do not complete initial training, relocate without our approval, transfer without our approval, become insolvent, commit a material violation of law, engage in conduct detrimental to the Franchise System’s reputation, abandon the Franchised Business, submit a materially false Franchise Application, fraud, uncured default of other agreement, fail to pay suppliers an amount exceeding \$3,000 for more than 60 days; fail to permit us to inspect or audit your franchise; or commit three or more breaches within 12 months,

Provision	Section In Franchise or other Agreement	Summary
		operate the Franchised Business in a manner that jeopardizes public or clientele health and safety, failure to meet Minimum Requirements.
i. Franchisee’s obligations on termination/non-renewal	11, 12, 13	Cease operations and stop using our marks; deliver to us business records; pay debts due to us; cancel or assign telephone numbers and advertising listings to us; assist in purchase of your assets, at our option; return Manual and Confidential Information to us; cancel fictitious names; adhere to the post-term covenants not to compete or solicit; adhere to other post term duties; execute any necessary documents.
j. Assignment of contract by franchisor	14.1	We may assign to a successor in interest who remains bound by terms of Agreement.
k. “Transfer” by franchisee–defined	14.2	Includes transfer of Franchise Agreement, any interest of the Franchise Agreement, or substantially all assets of the Franchised Business.
l. Franchisor approval of transfer by franchisee	14.2	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	14.5	You must be: current in monetary obligations; in compliance with the Franchise Agreement; execute any transfer, amendment, or release forms we may require; provide to us a copy of the proposed transfer documents; transferee must meet our criteria; transferee must execute our then-current Franchise Agreement; pay to us the Transfer Fee; transferee must satisfactorily complete our initial training program; comply with the post-termination provisions; transferee must obtain necessary licenses and permits; obtain any lessor approval for transfer; the transfer must be made in compliance with any laws that apply to the transfer; the purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation; -you must request that we provide the prospective transferee with our current franchise disclosure document.

Provision	Section In Franchise or other Agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	14.6	We have a right of first refusal to match any purchase offer for your franchise, any interest in the franchise, or substantially all the assets of the Franchised Business.
o. Franchisor's option to purchase franchisee's business	14.6	We have a right to purchase your furniture, equipment, signage, fixtures, and supplies post-termination.
p. Death or disability of franchisee	15	Transfer must be commenced within 60 days, completed within 6 months; we must approve the transferee, transferee must attend and successfully complete training, and sign our current Agreement.
q. Non-competition covenants during the term of the franchise	12.1,	No competition allowed in the United States and its territories.
r. Non-competition covenants after the franchise is terminated or expires	12.2-12.4, 13	You may not compete in the Territory or within 25 miles of the Territory (or any other outlet of ours) for 2 years. You may not solicit customers served by your Franchise Business in the Territory or within 25 miles of the Territory for 2 years.
s. Modification of the agreement	5, 16	No modifications except to Manual. Revisions to the Manual will not unreasonably affect the franchisee's obligations, including economic requirements, under the Agreement.
t. Integration/merger clause	18	Only the terms in the franchise agreement are binding (subject to federal or state law). Any representations or promises outside of the Franchise Disclosure Document and other agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	19.9	You must first attempt to resolve Claims against us through mediation. You must arbitrate claims against us.
v. Choice of forum	19.2	Where our corporate headquarters are located, presently Virginia Beach, Virginia (subject to applicable state law).
w. Choice of Law	19.1	Virginia law governs (subject to applicable state law).

ITEM 18. PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. 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 Sujit Parikh at 1355 S Route 59, Suite 201B, Naperville, IL 60564, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
Systemwide Outlet Summary
For years 2022 to 2024

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned	2022	2	2	2
	2023	2	2	2
	2024	2	2	2
Total Outlets	2022	0	0	0
	2023	0	0	0
	2024	0	0	0

TABLE NO. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
For years 2022 to 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Total	2022	0
	2023	0
	2024	0

TABLE NO. 3
Status of Franchised Outlets
For years 2022 to 2024*

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations- Other Reasons	Outlets at End of the Year
All States	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Total	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0

*If multiple events occurred affecting an outlet, this table shows the event that occurred last in time.

TABLE NO. 4
Status of Company-Owned Outlets
For years 2022 to 2024

State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
Illinois	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Total	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2

TABLE NO. 5
Projected Openings as of December 31, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlets In the Next Fiscal Year
Florida	0	1	0
Illinois	0	1	0
Indiana	0	1	0
Michigan	0	1	0
Minnesota	0	1	0
Wisconsin	0	1	0
TOTALS	0	6	0

Exhibit E contains a list of the names of all current franchisees and the address and telephone number of each of their outlets.

Exhibit F contains a list of the names, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who have not communicated with us within 10 weeks of the Issuance Date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Restrictions on Ability to Speak. During the last three fiscal years, no current or former franchisees have signed confidentiality clauses that restrict them from discussing their experiences as a franchisee in our franchise system with you.

We do not know of any trademark-specific franchisee organization associated with the System.

ITEM 21. FINANCIAL STATEMENTS

Exhibit G contains our audited financial statements as of April 30, 2025. We have not been in business for three years and so cannot include all financial statements required by the FTC Franchise Rule. Our fiscal year end is December 31.

ITEM 22. CONTRACTS

The proposed agreements regarding this franchise offering are included as exhibits to this Disclosure Document as follows:

- C. Franchise Agreement
 - Schedule 1-Territory
 - Schedule 2-Automatic Bank Draft Authorization
 - Schedule 3-Telephone & Internet Assignment Agreement

Schedule 4-Lease Rider

Schedule 5-State Addenda to the Franchise Agreement

Schedule 6 – SBA Addendum

D. Release

ITEM 23. RECEIPTS

Exhibit J contains two copies of a Receipt of our Disclosure Document.

EXHIBIT A

STATE ADDENDA TO THE DISCLOSURE DOCUMENT

ILLINOIS ADDENDUM TO THE DISCLOSURE DOCUMENT

As to franchises governed by the Illinois Franchise Disclosure Act, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17.w. is modified to provide that Illinois law applies.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision of the Franchise Agreement purporting to bind you to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of the State of Illinois is void.
4. The conditions under which your Franchise Agreement can be terminated and your rights upon nonrenewal may be affected by Sections 19 and 20 of the Illinois Franchise Disclosure Act.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. If you are NOT licensed/certified in Illinois to provide services of the nature described in this disclosure document, you must negotiate the terms of a Management Agreement with licensed professionals who will provide the services that this franchised business offers. Retain an experienced attorney who will look out for your best interests in this business venture.
7. ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE, UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

8. Surety Bond. Item 5 is modified to state that based on our current financial condition, the Illinois Attorney General's Office has imposed a financial assurance which is being satisfied by posting a surety bond which we filed with the Illinois Attorney General's Office.

**WISCONSIN ADDENDUM
TO THE DISCLOSURE DOCUMENT**

As to franchises governed by the Wisconsin Fair Dealership Law, if any of the terms of the Disclosure Document are inconsistent with the terms below, the terms below control.

1. Item 17 is modified to also provide,

If the franchise agreement contains any provisions that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

EXHIBIT B**LIST OF STATE ADMINISTRATORS AND REGISTERED AGENTS**

State	State Administrator	Agent for Service of Process
California	The Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013 651 Bannan Street, Suite 300 Sacramento, CA 95811 1-866-275-2677 1455 Frazee Rd, Suite 315 San Diego, CA 92108 One Sansome St, Suite 600 San Francisco, CA 94104 (866) 275-2677	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 320 West 4th Street Los Angeles, CA 90013
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8299
Hawaii	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813 (808) 586-2722	Commissioner of Securities of the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706 (217) 782-4465	Illinois Attorney General Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 62706
Indiana	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204	Secretary of State, Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204

State	State Administrator	Agent for Service of Process
	(317) 232-6681	
Kentucky	Kentucky Attorney General 700 Capitol Avenue Frankfort, Kentucky 40601-3449 (502) 696-5300	
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Department of Attorney General Consumer Protection Division – Franchise Unit 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913 (517) 335-7117	Department of Attorney General 525 W. Ottawa Street G. Mennen Building Lansing, MI 48913
Minnesota	Minnesota Commissioner of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Minnesota Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
Nebraska	Nebraska Department of Banking and Finance 1526 K Street, Suite 300 P.O. Box 95006 Lincoln, Nebraska 68509 (402) 471-3445	
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21 st Floor New York, NY 10005 212-416-8222	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
North Dakota	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	Securities Commissioner North Dakota Securities Department 600 East Boulevard Avenue State Capital, Fourteenth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Department of Business Regulation Securities Division John O. Pastore Complex	Department of Business Regulation Securities Division John O. Pastore Complex

State	State Administrator	Agent for Service of Process
	1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920 (401) 462-9500	1511 Pontiac Avenue, Bldg. 69-1 Cranston, RI 02920
South Dakota	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501 (605) 773-4823	Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, SD 57501
Texas	Secretary of State Statutory Document Section P.O. Box 13193 Austin, TX 78711 (512) 475-0775	
Utah	Department of Commerce Division of Consumer Protection 160 East 300 South Salt Lake City, Utah 84111-0804 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising, 9 th Floor 1300 E. Main Street Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Washington State Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Securities Administrator Washington State Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703 (608)-266-8557	Wisconsin Department of Financial Institutions 345 West Washington Avenue Madison, WI 53703

EXHIBIT C

Seva Senior Home Care Franchising LLC



FRANCHISE AGREEMENT

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Schedule 1-Territory

Schedule 2-Automatic Bank Draft Authorization

Schedule 3-Telephone & Internet Assignment Agreement

Schedule 4-Lease Rider

Schedule 5-State Addenda to the Franchise Agreement

Schedule 6-SBA Addendum

WHEREAS, Seva Senior Home Care Franchising LLC d/b/a Seva Senior Home Care Services (“we,” “us,” or “our”) offers a non-medical home care and companion care business franchise program (“System”). Our system utilizes specified marketing techniques and operating procedures; and

WHEREAS, Franchisee and all Signators identified on the signature page to this Agreement, in your personal capacity, (collectively “Franchisee,” “you,” or “your”) desire to utilize our System and our trade names, service marks, and trademarks (collectively, the “Marks”); and

NOW, THEREFORE, for value received, we and Franchisee (“the Parties”) agree as follows:

1. GRANT OF FRANCHISE

Subject to the terms of this franchise agreement (“Agreement” or “Franchise Agreement”), we grant to you a franchise (“Franchised Business”) using our System and our Marks in the territory described in Schedule 1 (“Territory”).

2. TERM AND RENEWAL

2.1 Term. This Agreement will be effective for a ten (10) year term beginning on the Effective Date specified in this Agreement.

2.2 Renewal. You may renew for another term by signing our then current franchise agreement if you are in compliance with this Agreement and meet the other conditions for renewal. You may also renew future franchise agreements if you are in compliance with such agreements and meet the other conditions for renewal by signing our then current franchise agreement. To renew, you must exercise a general release of all claims that you might have against us. Other terms, conditions, and fees may vary. If you wish to renew, you must notify us in writing at least 180 days before the expiration of this Agreement.

3. TERRITORY

The Territory will be for a specific geographic region that we define by zip codes, natural, or political boundaries as set forth on Schedule 1 to the Franchise Agreement (“Territory”).

You are permitted to work from home or at a commercial location approved by us within your Territory. You can relocate your Franchised Business within the Territory without our approval but must notify us in writing.

We would not normally grant you approval to open an additional outlet within your Territory, but we may grant you additional franchise territories if we determine you have the time, energy, capital, and management structure to open and operate another territory successfully.

We do not grant you options, rights of first refusal, or similar rights to acquire additional franchises.

You will receive an exclusive territory, meaning a geographic area within which we will not establish either a company-owned or franchised outlet selling the same or similar goods or services under the same or similar trademarks or service marks.

All services must be conducted within your Territory. You and other franchisees may not solicit or accept orders outside of your Territory, and you may not use other channels of distribution, such as catalog sales, telemarketing, or other direct marketing to make sales outside of your Territory, without our prior written permission. We reserve the right to implement cross-territorial protocols and other guidelines applicable to such situations as group advertising buys by multiple franchisees which may extend into multiple territories, solicitation of orders of individuals who may reside in one territory, yet work in another, and other cross-territorial situations. You agree to abide by any such cross-territorial protocols.

If we grant permission for you to operate in an undeveloped neighboring territory, our permission will be freely revocable by us for any reason or no reason. Further, you will be required to immediately stop providing services to any Client located outside of your Territory upon verbal or written notice from us that a new franchisee has purchased such territory, and you will provide a list of all customers previously served by you in such territory to the new franchisee. Should you fail to stop providing services or otherwise operate the Franchised Business within 15 days after being advised that our permission to provide services or otherwise operate the Franchised Business outside the Territory is revoked because a new franchisee purchased certain rights, then you may be required to forfeit any fees earned for services performed outside of the Territory.

We or an affiliate reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to solicit or accept orders within your territory using our principal trademarks, however, we would normally direct inquiries for services from within your territory to your outlet. We or an affiliate also reserves the right to use other channels of distribution, such as the Internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory of products or services under trademarks different from the ones that you will use under the franchise agreement. We are not obligated to pay compensation to you for soliciting or accepting orders from inside your territory.

We reserve the right to own, develop, acquire, be acquired by, merge with, or otherwise engage in any transaction with another businesses (competitive or not), which may offer products and services like your Franchised Business and may have one or more competing outlets within your Territory, however, we will not convert any acquired business in your Territory to a franchise using our primary trademarks during the Term of your Franchise Agreement.

Neither we nor an affiliate operates, franchises, or has plans to operate or franchise a business under a different trademark in which such business sells or will sell goods or services similar to those you will offer, but we reserve the right to do so.

4. FEES AND PAYMENTS

4.1 Initial Franchise Fee. You agree to pay an Initial Franchise Fee of \$25,000.

The Initial Franchise Fee is due to us in full when you return to us signed copies of your Franchise Agreement. The Initial Franchise Fee is fully earned and nonrefundable upon your signing of the franchise agreement and receipt of the funds by us.

Instead of a lump sum payment, you may choose to pay 10% of Gross Revenues for the first \$1 million in Gross Revenues generated by your business, after which your royalty fee will be 5 percent of monthly gross Revenues for the remainder of the term of the Franchise Agreement.

Franchise Broker-If you select Option 2 above and use a Franchise Broker, you must pay the Franchise Broker's commission, which is normally \$20,000 - \$30,000.

If you are a current franchisee wishes to add territory to your already existing territory, you must pay us an Additional Territory fee of \$10,000 for zip codes with a minimum population of 25,000.

4.2 Royalty Fee. You agree to pay 5% of Gross Revenues on the 5th of every month based on the prior month's Gross Revenues. If you choose not to pay your Initial Franchise Fee by way of a lump sum, you agree to pay 10% for the first \$1 million in Gross Revenues generated by your Franchised Business, after which you will pay 5% of your monthly Gross Revenues.

"Gross Revenues" means all revenues that you derive or receive, directly or indirectly, from the operation of the Franchised Business, excluding only sales and use taxes and tips paid to employees by customers.

4.3 Advertising Fees. You agree to the advertising fees and payments disclosed in Section 7 of this Franchise Agreement below.

4.4 Technology Fee. You agree to pay fees, up to \$250 per month, for technology we provide.

4.5 Additional Training Fee. If you request or are required to undergo additional training other than training scheduled by us, you must pay us for each attendee and pay for all related expenses to attend.

4.6 Testing/Inspection Fees to Approve Supplier. You agree to pay us a \$100/hr. fee, plus costs incurred, if you request us to test and inspect a new supplier.

4.7 Transfer Fee. You agree to pay us a Transfer Fee of \$5,000 for any transfer of the majority interest of the franchise and \$2,500 for any transfer of a minority interest in the franchise. We must approve of any transfer and the transfer fee must be paid before the transfer is complete.

4.8 Renewal Fee. You agree to pay us a Renewal Fee of \$2,500 to enter into a new franchise agreement and continue your rights as a franchisee for an additional term.

4.9 Audit Fee. You agree to pay us our cost in performing an audit, inspection or review of your Franchise Business, including travel expenses and reasonable accounting and attorney fees, if the audit discloses an underpayment of more than 2%. If an audit or inspection shows that you have underpaid the amount owed to us, you must pay us the amount of the underpayment plus interest.

4.10 Late Fee. You agree to pay us a late fee of \$50 per month on any late payments you owe to us, plus interest.

4.11 Interest. You agree to pay 6% interest on past due amounts.

4.12 Credit Card Processing Fee. You must pay us the then-current charge imposed by third-party credit card processors if you elect to pay any sums to us by credit card.

4.13 Insufficient Funds Fee. You agree to pay us \$50 per transaction if an electronic transfer or other payment from you to us is declined for insufficient funds.

4.14 Fees to Third Parties. You agree to reimburse us for any third-party charges we may incur on your behalf relating to the operation of your Franchised Business. You are solely responsible for all fees and expenses to third parties required to operate your Franchised Business as required by the Manual or this Agreement.

4.15 Temporary Management. In order to maintain the continuity of operation and integrity of the System, you agree to permit us to immediately enter, operate and manage the Franchised Business upon the occurrence of any of the following circumstances: (a) if you abandon or fail, or threaten to abandon or fail, to actively operate the Franchised Business for three or more consecutive days; (b) if in our reasonable judgment the Franchised Business is in imminent risk of closure due to your financial condition or otherwise; (c) if you fail to render scheduled services to clients; or (d) upon your death or incapacity, or upon the death or incapacity of an owner of a controlling interest resulting, in our opinion, in your diminished capacity to properly operate the Franchised Business. We shall have the right to be compensated by your Franchised Business for our reasonable expenses incurred in operating and managing the Franchised Business, plus 10% of Gross Revenues obtained during the time managed. Our right to manage the Franchised Business shall be in addition to, and not instead of, all other rights available to us under this Agreement (including termination).

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

4.17 Territory Violation Fee. If you service a client in another franchisee's territory without permission to do so and in violation of our cross-territorial protocols, you must pay us 50% of the total revenue collected from servicing a client in another franchisee's territory. We will pay 80% of your payment to the franchisee who owns the territory and will retain the remaining 20% of your payment. You agree to cooperate in good faith with any client transaction procedures we specify.

4.18 Payment Period and Method. Royalties will be collected monthly. You must pay to us other recurring fees by the 5th of the month incurred or accrued in the prior month. You must pay to us all other fees when incurred. Before you may open for business, you must sign and deliver to us all bank documents needed to permit us to debit your bank account via ACH Electronic Transfer for all fees and payments due to us or our affiliates. See Schedule 2. If you change your bank account or transfer your account to a different bank, you must

notify us within one day, and sign and deliver to us and the bank new documents to permit us to debit your bank account within three days. We reserve the right to modify the payment methods and schedule in our Manual.

5. OBLIGATIONS OF FRANCHISOR

5.1 Initial Training. We offer an initial training program to provide guidance to you in the operation of the Franchised Business.

5.2 Site Selection and Build Out.

- a) **Site Selection.** We provide criteria to help you select a site. We must approve any site you select before you sign a lease for that location. We do not select the site. We will typically approve or disapprove of a proposed site within 14 days of your submission to us of the information required by us on the proposed site.

If you do not locate a site of which we approve within 120 days of the date of the Franchise Agreement, we can terminate the Franchise Agreement without any refund to you, or allow you more time.

- b) **Plans and Layout.** We will furnish to you a sample site layout plan.
- c) **Lease.** Before you sign a lease, sublet a space, purchase space or make any binding commitment to do so, we must approve, in writing your proposed lease or purchase agreement.
- d) **Relocation Review.** We will evaluate locations you propose to us to relocate your Franchised Business. We will typically approve or disapprove of a relocation site within 14 days of your submission to us of the information required by us on the proposed site. You must submit to us a site selection proposal containing reasonable items required by us to evaluate the site.

5.3 Assistance obtaining equipment, signs, fixtures, opening inventory, and supplies. We provide guidance to obtain equipment, signs, fixtures, and supplies. We must approve all signage placed on the outside of your location.

5.4 Assistance to Hire and Train Employees. We provide guidance on how to hire and train employees.

5.5 Operations Manual. We provide you access to our proprietary and confidential Operations Manual, as well as any other manuals and writings prepared by us for your use in operating a Franchised Business (“Manual”). We may disseminate the Manual electronically. We may revise the Manual from time to time to adjust for legal or technological changes, competition, or attempts to improve in the marketplace.

5.6 Operational Support. We provide support to you in operational problems and issues that you may encounter in the operation of your Franchised Business and may conduct site visits to provide guidance and recommendations.

5.7 Computer Hardware and Software. We specify computer hardware and software to assist in the operation of your Franchised Business. You must always use the CRM scheduling software we designate, which may change from time to time as new products are offered and technology develops.

5.8 Additional Training or Seminars. We may offer additional training, seminars, and webinars, which may require your attendance. You must pay for any travel and living expenses to attend. If you request or are required to undergo additional training other than training scheduled by us, you must pay us and pay for all related expenses to attend.

5.9 Purchase Agreements. We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for us and our franchisees. If we do, we will arrange for you to be able to purchase the goods directly from the supplier at the discounted prices. We may also purchase certain items from suppliers in bulk and resell them to you at our cost plus shipping fees and a reasonable markup. Subject to applicable law, we may earn money from the suppliers based on your purchases in the form of rebates, commissions, or other payments. You acknowledge that these payments compensate us for the cost of negotiating and maintaining the purchasing arrangements with the suppliers and that, subject to applicable laws, we have no obligation to remit the funds to you.

6. OBLIGATIONS OF FRANCHISEE

6.1 Training. You must complete the training within 30 days from the Effective Date of this Agreement and before you may operate the Franchised Business. If we determine that you are unable to satisfactorily complete the training program, we have the right to terminate this Agreement and the Initial Franchise Fee will not be refunded.

6.2 Site Selection and Build Out.

- a) **Site Selection.** You must select a site for the operation of your Franchised Business pursuant to our guidelines. You agree to obtain our written approval for your proposed site. You may operate the Franchised Business only at the accepted site.
- b) **Buildout.** It is your responsibility to conform the premises to federal, state or local ordinances, building codes, licensing requirements and obtain any required permits.
- c) **Plans and Layout.** You are required to submit the layout and have it approved by us. We will typically approve or disapprove of a proposed layout within 14 days of your submission to us. Once approved by us, it is your responsibility to remodel the premises and install the furniture, fixtures and equipment accordingly. You agree that we have the right to inspect your buildout and require adjustments so that the buildout is in a good and workmanlike manner and conforms to the plans and layout and not open for business until we have approved of the buildout and workmanship.
- d) **Lease.** Before you sign a lease, sublet a space, purchase space or make any binding commitment to do so, we must approve, in writing your proposed lease or purchase agreement. You must also execute with your landlord the Lease Rider attached as Schedule 4 to this Franchise Agreement.
- e) **Relocation Review.** You must obtain our approval if you wish to relocate. We will evaluate locations you propose to us to relocate your Franchised Business. You must submit to us a site selection proposal containing reasonable items required by us to evaluate the site.

6.3 Starting Date. You must begin operations and be open for business within 180 days from the Effective Date of this Agreement.

6.4 Operations Manual. You agree to operate the Franchised Business per the then current Manual and brand standards, as well as information bulletins and guidance that we disseminate electronically.

6.5 Personal Participation. You are required to participate personally in the direct operation of the Franchised Business or have a General Manager who attends and successfully completes our initial training to our satisfaction. Any replacement General Manager must also attend and successfully complete our initial training to our satisfaction. Any General Manager must also sign a Confidentiality and Non-Compete Agreement as we may specify, subject to state law. A General Manager is not required to have any equity interest in the franchisee's business.

All owners of this franchise must guarantee the obligations under the Franchise Agreement and are subject to a covenant not to compete along with confidentiality requirements.

You agree to accurately and completely furnish us the names, contact information, and ownership percentage of anyone who owns an interest in the Franchised Business. No change to the owners or ownership percentages is permitted without our prior written consent.

6.6 Authorized Products and Services Only. You may offer for sale through your Franchised Business only the services and products as specified by us and such products and services that we have approved in writing. You may not sell any goods or services that we have not authorized or approved.

You are required to sell all goods or services that we authorize, unless prohibited by your applicable local law, or approved by us. We may change the types of authorized goods and services sold by franchisees. There are no limits on our right to make changes to the authorized goods and services sold by franchisees, however, we may not fundamentally alter the nature of the franchise offered. We may, at our sole discretion, revoke approval of previously approved goods or services, in which case you must immediately stop selling the revoked services or products.

6.7 Customer Service. You shall serve customers patronizing your Franchised Business in a professional and respectful businesslike manner and diligently fulfill your obligations to them when they desire to purchase your goods or services.

6.8 Employee Training. You shall train your employees to competently and professionally carry out their duties and offer excellent customer service. You shall ensure that your employees have any training, licenses, or certifications required by applicable law. You are solely responsible for hiring, firing, compensating, paying applicable payroll taxes and day-to-day supervision and control over your employees. You must conduct a criminal background check on all employees and ensure that the employee is not disqualified pursuant to standards that we may publish in our Manual from time to time.

6.9 Insurance. You are required to have insurance as may be required by your state laws and as we may specify in the Manual. You must name us and all our officers, directors, members and agents and others as their interest may appear on a primary, noncontributory basis as an additional insured on these policies and send proof of same to us. Certificates of insurance must be provided to us upon the annual expiration date. If you suffer a loss to your franchise, such as fire or theft, you are required to use the insurance proceeds to replace or repair the premises or property damaged or lost.

If you fail or refuse to obtain and maintain the insurance we require, we may obtain such insurance for you, and you shall reimburse us for all premiums, costs, and expenses we incur in obtaining and maintaining the insurance.

6.10 Software and Computer Systems. You are required to purchase or use such software and computer systems to operate your Franchised Business as we may specify.

6.11 Telephone Number. You agree to maintain a dedicated telephone number for your Franchised Business.

6.12 Furniture, Fixtures, Equipment, Inventory and Supplies. You agree to use furniture, fixtures, equipment, inventory, and supplies as we specify, which may include a vendor designation, to operate your Franchised Business. You may not install or permit to be installed in the premises any fixtures, furnishings, equipment, décor items, signs, games, vending machines, or other items without our written consent or that do not comply with our specifications.

6.13 Licenses and Permits. You must obtain such state and local business and other licenses and permits as your state and local law may require.

6.14 Brand Image and Remodeling. You agree to present your Franchised Business in a clean and well-maintained manner in order to uphold the image and goodwill of our franchise system. We may require you to remodel your business once every ten (10) years and you agree to do so pursuant to our guidelines.

6.15 Minimum Days and Hours. You agree to be open for business, at a minimum, for the days and hours we specify in the Manual. You understand that your clients may require assistance outside normal office hours. Accordingly, you must ensure that at all times you have one or more “on-call” employees who are available to assist clients outside your normal office hours.

6.16 Laws and Regulations. You agree to comply with all federal, state, and local laws, and regulations.

6.17 Customer Complaints. If you receive a client complaint, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks. You must respond promptly to all inquiries and complaints from customers.

6.18 Minimum Requirements. Continued ownership of your Franchised Business depends on your ability to achieve a certain minimum sales volume. Specifically, if you fail to achieve a minimum of \$200,000 in annual revenue in the third year of operations or if you fail to achieve a minimum of \$500,000 in annual revenue in your fifth year and each subsequent year for the remaining term of the Franchise Agreement, we reserve the right to terminate your Franchise Agreement.

6.19 Conversion Warranty. If you are converting an existing business to this franchised system, you understand that, beginning on the Effective Date of this Agreement, you must pay us royalties and applicable fees for services rendered to both preexisting and new clientele. You further warrant that there are no lawsuits or claims against you or your current business, except as you may disclose in writing to us and we approve, before entering into this Franchise Agreement, and you are not violating any other agreement in entering into this Franchise Agreement.

7. ADVERTISING AND TRADEMARKS

7.1 Use of our Marks. We allow and require you to use our Marks to hold out your Franchised Business to the public. You agree to use only our Marks as we develop them for this purpose. Use of our Marks must be in accordance with our Manual.

7.2 Grand Opening Advertising. You agree to spend \$1,000 - \$3,000 around the time of the opening of your Franchised Business to promote its opening, pursuant to our guidelines.

7.3 Local Advertising and Promotions. Your advertising and promotions shall conform to the following requirements:

- a) You shall advertise and promote only in a manner that will reflect favorably on us, including using promotional materials that we create and provide, at our cost, to solicit prospective franchisees.
- b) You agree to participate in all promotional programs that we create, offer or advertise.
- c) Your advertising must comply with federal, state, and local laws.
- d) You agree to spend a minimum of 1% of your Grossly Revenues per month on local advertising.

7.4 Marketing Fund. You agree to contribute 1% of monthly Gross Revenues to our Marketing Fund. Franchisor owned outlets may be required to contribute to the Fund. We administer the Fund. The Fund is not audited. Unaudited financial statements will be made available to you upon written request.

If all Fund fees are not spent in the fiscal year in which they accrue, we will carry over those fees and apply them to the next fiscal year.

7.5 Our Obligation to Conduct Advertising. We use monies in the Marketing Fund to advise you in the conduct of advertising or conduct advertising ourselves using online, radio, television, direct mail, billboards, print or other advertising. We may conduct local, regional, or national advertising. We may produce advertising material in-house or through outside agencies. We are not required to spend any amount on advertising in the area or Territory where you will be located.

7.6 Corporate Website. We will develop and maintain a website containing your Franchised Business's contact information.

7.7 Digital Marketing. We may create, operate and promote websites, social media accounts (including but not limited to Facebook, X, and Instagram), applications, digital advertising (including pay-per-click and display ads) or other means of digital marketing to promote the brand, Franchised Business, marks and franchise opportunities. We have the sole right to control all aspects of any digital marketing including all digital marketing related to your Franchised Business.

7.8 Digital Campaigns. We may negotiate contracts with vendors such as Google AdWords. If you choose to participate, you must pay your pro-rata share either directly to the vendor or reimburse us if we are paying the vendor.

7.9 Use of Your Own Advertising Material. You agree to use our advertising templates or, if you wish to use your own advertising materials, you may do so provided that you submit them to us and we approve them, in writing, and they adhere to federal, state and local law. If our written approval is not received within 14 days from the date we received the material, the material is deemed disapproved. You must stop using any advertising immediately upon our request.

7.10 Private Websites & Email. You are not allowed to have an independent website, social media accounts, or obtain or use any domain name (Internet address) for your Franchised Business, without first obtaining our written approval. You are also not allowed to utilize any other email other than the email provided by us to deliver services by your Franchised Business.

7.11 Entity Name Requirements. You may not use the words “Seva Senior Home Care Services” or any confusingly similar words, as any part of the name of a corporation, limited liability company, or other entity. However, “Seva Senior Home Care Services” followed by your entity number, or such other designation as we shall specify, shall be your “doing business as” name for an entity that owns this franchise, sometimes also called your “assumed name,” “trading as” name, or “fictitious name.”

7.12 No Confusingly Similar Marks. You agree not to use any marks that could be confused with our Marks.

7.13 Infringement Claims. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We have the sole right to control any administrative proceedings or litigation involving a trademark licensed by us to you. We are not required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving a trademark licensed by us to you or if the proceeding is resolved unfavorably to you.

7.14 Update to our Marks. We may replace, modify, or add to our Marks. If we replace, modify, discontinue, or add additional marks, you agree to adopt the new marks and update or replace your supplies, etc. to reflect the new marks, at your expense, in the time frame we provide at the time of such an update.

7.15 Publicity. Except as required by law, you may not make any press release or other public announcement respecting the subject matter of this Agreement without our written consent as to the form of such press release or public announcement.

7.16 Name and Likeness. You give us permission to use your name and likeness in all forms and media for advertising, trade, and any other lawful purposes.

7.17 Advertising Council. We intend to establish a Franchisee Advisory Council (“FAC”) composed of franchisees that advise us on operational and advertising policy. We will select the members. The FAC will serve only in an advisory capacity. We can form, change, or dissolve the advertising council.

7.18 Cooperative Advertising. We do not require you to participate in a local or regional advertising cooperative, but we reserve the right to require you to do so in the future.

8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

8.1 Definition. “Confidential Information” means our information or data (oral, written, electronic or otherwise), including, without limitation, a trade secret, that is valuable and not generally known or readily available to third parties obtained by you from us during the term of the Franchise Agreement. The Confidential Information of ours includes all intellectual property associated with our Franchise system, Customer Data, all other materials relating to our Franchise system that are not a matter of public record, and all information generated during the performance of the Franchise Agreement.

8.2 Confidentiality. You will not directly or indirectly disclose, publish, disseminate or use our Confidential Information except as authorized herein. You may use our Confidential Information to perform your obligations under this Agreement, but in doing so will only allow dissemination of our Confidential Information on a need-to-know basis and only to those individuals that have been informed of the proprietary and confidential nature of such Confidential Information.

8.3 Return of Information. Upon termination or expiration of this Agreement, you will return to us all Confidential Information embodied in tangible form, and will destroy, unless otherwise agreed, all other sources that contain or reflect any such Confidential Information. Notwithstanding the foregoing, you may retain Confidential Information as needed solely for legal, tax, and insurance purposes, but the information retained will always remain subject to the confidentiality restrictions of this Agreement.

8.4 Customer Data. We retain all right, title, and interest in and to the Customer Data during and after the term of this Agreement, provided that you use the Customer Data during the Term of this Agreement as permitted by this Agreement or our Manual, and in accordance with law. “Customer Data” means any and all information about Customers that may be collected in connection with their use of your franchise services, including, but not limited to, name, telephone number, address and email address.

Although the Health Insurance Portability and Accountability Act (HIPAA) may or may not apply to your Franchised Business, we require that you comply with HIPAA to ensure the highest level of protection of Customer Data. HIPAA imposes certain legal obligations to: (a) keep a client’s health care information confidential; (b) disclose that information to client and third parties when requests are properly submitted; and (c) ensure the privacy and security of client health care information shared with any “business associate” as defined under the HITECH Act, such as service providers, attorneys, or third-party billing companies. You must also comply with all other federal and state laws regulating the privacy and security of patient health care and other personal information.

8.5 Intellectual Property Ownership. We own the Franchise system and all intellectual property associated with it. To the extent you have or later obtain any intellectual property, other property rights, or interests in the Franchise system by operation of law or otherwise, you hereby disclaim such rights or interests and will promptly assign and transfer such entire interest exclusively to us. You will not undertake to obtain, copyright, trademark, service mark, trade secret, patent rights or other intellectual property right with respect to the Franchise system.

8.6 Suggestions. You agree that we may incorporate into our business operations any suggestions, enhancement requests, recommendations, or other feedback provided by you or anyone else and we shall have sole rights and title to such suggestions.

8.7 Performance Data. You agree that we may share performance data from your Franchised Business between our employees, franchisees and their employees. You agree to keep such performance data confidential, but you may share the performance data of your outlet with prospective franchisees.

9. REPORTS AND REVIEW

9.1 Reports. You must send us such reports in the time and manner we may specify in the Manual.

9.2 Financial Statements. Within 30 days after the end of each calendar year, you must send us an unaudited profit and loss statement of the Franchised Business, in the manner and form we specify, for the 12-month period ending the prior December 31. Unless otherwise stated in the Manual, you must also send us a Gross Revenue Report, no later than the 5th of each month for the prior month's activity.

9.3 Reviews and Audits. We have the right to review and audit your business operations, in person, by mail, or electronically, and to inspect your operations and obtain your paper and electronic business records related to the Franchised Business and any other operations taking place through your Franchised Business. This includes the right to send in secret shoppers. And this also includes the right to inspect and copy all tax returns and bank statements that may show revenues from the Franchised Business. We also have the right to review and audit by requesting documents and information, or requesting that you provide documents and information to a designated third-party, in order to ensure compliance with applicable data protection and privacy laws. We also have the right to require that you implement a plan to resolve issues that we discern from any review we conduct.

9.4 Time Frame to Furnish Documents. If, as part of a review of your business operations, we request a copy of any business records related to the Franchised Business, you must send us, at your expense, these records within five (5) business days of receiving our request.

9.5 Independent Access to Information. You agree that we have and that you will provide independent access to the information that will be generated or stored in your computer systems, which includes, but is not limited to, customer, financial, transaction, and operational information. You must at all times give us unrestricted and independent electronic access to your computer systems and information.

10. TERMINATION

10.1 Termination by You. You may terminate this Agreement by not renewing or by selling the franchise pursuant to the terms of this Agreement. If you do not renew, you must notify us in writing of your desire to not renew at least 180 days prior to the expiration of this Agreement. If you terminate pursuant to this paragraph, you must still comply with all the provisions of this Agreement that require performance post-termination.

10.2 Termination by Us. We may terminate this Agreement upon notice without the opportunity to cure for any of the following reasons:

- a) If you do not complete our initial training within 30 days of the execution of this Agreement;
- b) If you fail to open your Business within the time period required;
- c) If you relocate without our approval;
- d) If you make or attempt to make any Transfer without our approval;
- e) If you become insolvent, meaning unable to pay your bills in the ordinary course as they become due;
- f) If you commit a material violation of any law, ordinance, rule, or regulation of a governmental agency or department reasonably associated with the operation of the Franchised Business; if you are convicted of, or plead guilty or no contest to a felony; or if you engage in conduct that detrimentally affects, or that we believe is likely to detrimentally affect the reputation of us, our affiliates or the Franchise System;
- g) If you abandon the Franchised Business or discontinue the active operation of the Franchised Business for three or more business days, except when active operation is not reasonably possible, such as because of a natural disaster;
- h) If you include a materially false representation or omission of fact in your Confidential Franchise Application to us;
- i) If you or your principals commit any fraud or misrepresentation in the operation of the Franchised Business;
- j) If you or your principals materially breach any other agreement with us or any of our affiliates, or threaten any material breach of any such agreement, and fail to cure such breach within any permitted period for cure;
- k) You fail to pay suppliers an amount exceeding \$3,000 for more than 60 days;
- l) You fail to permit us to inspect or audit your franchise;
- m) If you die or become incapacitated and you or your estate does not begin the process of transferring your rights under this Agreement within 60 days or complete the transfer within 6 months of your death or incapacity;
- n) If you commit three or more breaches of this Agreement, the Manual, or any other agreement with us or an affiliate, in any 12-month period regardless of whether such breaches were cured after notice;
- o) If you operate the Franchised Business in a manner that, in our reasonable judgment, jeopardizes public health or safety or creates a safety hazard for clientele;
or
- p) If you fail to meet Minimum Requirements.

10.3 Termination by Us with the Opportunity to Cure. We may terminate this Agreement, after sending you notice and an opportunity to cure within thirty (30) days, if:

- a) You violate any other term or condition of this Agreement, the Manual, or any other agreement with us; or

- b) Any amount owing to us from you is more than 30 days past due.

10.4 No Refund of Initial Fee. We have no obligation to return or refund any fee to you upon termination or expiration of this Agreement.

11. POST TERMINATION OBLIGATIONS

If this Agreement expires, is not renewed, or is terminated for any reason by any party, including a sale of the Franchised Business, you must immediately:

- a) Cease operating the Franchised Business and discontinue use of any aspects of our System or Confidential Information;
- b) Stop identifying yourself as a franchisee of ours and discontinue using any of our Marks or any marks which are likely to be confused with our Marks;
- c) Deliver to us the original and all copies, both paper and electronic, of the business records of your Franchised Business (retaining only such copies as you need for legal or tax purposes);
- d) Pay to us all amounts owing to us;
- e) At our request, cancel or assign internet listings under your ownership used in the Franchise Business;
- f) Reimburse customers for any fees paid for services not yet rendered;
- g) At our option, offer to us the right to purchase your furniture, equipment, signage, fixtures, and supplies within 30 days of the date of termination for the adjusted book value, which is the undepreciated book value of the assets on your most recently filed federal tax return prior to the date of the termination or expiration;
- h) Deliver to us any paper and electronic copies of the Manual and any Confidential Information;
- i) Cancel all fictitious name or other listings which you have filed for use of any of the Marks;
- j) Adhere to the provisions of the post-term covenants not to compete and not to solicit;
- k) Abide by any other covenant in this Agreement that requires performance by you after you are no longer a franchisee; and
- l) Execute, from time to time, any necessary papers, documents, and assurances to effectuate the intent of this Section 11.

12. NON-COMPETE AND NO SOLICITATION.

12.1 Non-Compete.

- a) In-Term. You will not, during the Term of this Agreement, in the United States or its Territories, directly or indirectly offer a non-medical home care and companion care services business except in providing such services through the Franchised Business.

- b) **Post-Term.** You will not, directly or indirectly, for a 2-year period after the termination, expiration, or non-renewal of this Agreement, including a sale of the franchise or your interest in it, offer a non-medical home care and companion care services business within 25 miles of the boundaries of your Territory, or within 25 miles of any other Seva Senior Home Care Services outlet of ours or a franchisee of ours in operation at the time.

12.2 No Solicitation of Customers. You will not, for a period of two years after expiration or termination of this Agreement, in the Territory or within 25 miles of the boundaries of your Territory, directly or indirectly solicit the patronage of any customer served by your prior Franchised Business during the last 24 months that you were a franchisee, or such shorter time as you were a franchisee, for the purpose of offering such person or entity, for a fee or charge, a non-medical home care and companion care business.

12.3 Waiver of Bond. You agree that if we bring suit to enforce Sections 11, 12.1 or 12.2 above, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

12.4 Severability. If any covenant or provision of Section 12.1 or 12.2 is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision. Further, these obligations are considered independent of any other provision in this Agreement and the existence of any claim or cause of action by either party to this Agreement against the other, whether based upon this agreement or otherwise, shall not constitute a defense to the enforcement of these obligations.

13. ADDITIONAL IN-TERM AND POST-TERM COVENANTS

13.1 Maintenance of Goodwill. You agree not to disparage us or our current and former employees, agents, members, or directors. During the term of this Agreement, you agree not to do any act harmful, prejudicial, or injurious to us.

13.2 Independent Contractor. You and we are independent contractors to each other. Neither you nor we are an agent, fiduciary, partner, employee, or a participant in a joint venture, and neither you nor we have the authority to hold out as such to third parties. You do not have any authority to bind or obligate us. We are not and will not be liable for any act, omission, debt, or other obligation of yours.

13.3 Indemnity. You are responsible for all loss or damage and for all contractual liability to third parties originating from or in connection with the operation of the Franchised Business and for all claims or demands for damage directly or indirectly related. You agree to defend, indemnify, and hold harmless us and our employees, officers, directors, and members with respect to any such claim, loss, or damage, including our costs and attorney fees.

14. TRANSFER

14.1 Assignment by Us. We may assign this Agreement to an assignee who agrees to remain bound by its terms. We do not permit a sub-license of the Agreement.

14.2 Transfer by You. You may transfer this Franchise Agreement, any interest under this Agreement, or substantially all the assets of the Franchised Business only if we approve,

and you comply with the provisions in this Section 14. We shall not unreasonably withhold approval. If this Agreement is held by joint tenants or tenants in common, all joint tenants or tenants in common must join in any transfer of an ownership interest in this Agreement, except any person who is deceased or under a legal disability.

14.3 Transfer to a Controlled Entity. A "Controlled Entity" is an entity in which you are the beneficial owner of 100% of each class of voting ownership interest. A transfer to a Controlled Entity shall not trigger the Right of First Refusal, described in Section 14.6 below. At the time of the desired transfer of interest to a Controlled Entity, you must notify us in writing of the name of the Controlled Entity and the name and address of each officer, director, shareholder, member, partner, or similar person and their respective ownership interest. We do not charge a transfer fee for this change.

14.4 Transfer within an Entity. A transfer of interest within an entity shall not trigger the Right of First Refusal described in Section 15.6 below if only the percentage ownership, rather than the identity of the owners, is changing. Prior to the time of the desired transfer of interest within an entity, you must notify us in writing of the name and address of each officer, director, shareholder, member, partner or similar person and their respective ownership interest.

14.5 Conditions for Approval of Transfer. We may condition our approval of any proposed sale or transfer of the Franchised Business or of your interest in this Agreement upon satisfaction of the following occurrences:

- a) You are current in all monetary obligations to us, our affiliates, and our designated/approved suppliers and vendors;
- b) You are in full compliance with this Agreement;
- c) You execute any transfer, amendment, or release forms that we may require;
- d) You or the transferee will provide to us a copy of the proposed documents as we may request to evidence the transfer;

For a transfer under Section 14.2 above, the following conditions also apply:

- a) The transferee must be approved by us and demonstrate to our satisfaction that s/he meets our educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations under this Agreement;
- b) The transferee must execute our then-current Franchise Agreement;
- c) You or the transferee must pay to us the Transfer Fee specified in Section 4 above;
- d) The transferee must satisfactorily complete our initial training program at the transferee's expense within the time frame we establish;
- e) You must comply with the post-termination provisions of this Agreement;
- f) The transferee must obtain within the time limits set by us and maintain thereafter, all permits and licenses required for operation of the Franchised Business;

- g) To the extent required by the terms of any leases or other agreements, the lessors or other parties must have consented to the proposed transfer;
- h) The transfer must be made in compliance with any laws that apply to the transfer, including state and federal laws governing the offer and sale of franchises;
- i) The purchase price and terms of the proposed transfer are not so burdensome to the prospective transferee as to impair or materially threaten its future operation and performance under its franchise agreement;
- j) You must request that we provide the prospective transferee with our current franchise disclosure document;
- k) Our approval of the transfer will not constitute a waiver of any claims we may have against the transferring party;
- l) We will have the right to disclose to any prospective transferee such revenue reports and other financial information concerning the Franchised Business as you have supplied us hereunder; and
- m) In any event, we may withhold or condition our consent to any transfer as we deem appropriate based on the circumstances of the transfer or otherwise.

14.6 Right of First Refusal. If you have received and desire to accept a signed, bona fide offer to purchase or otherwise transfer the Franchise Agreement, any interest in it, or substantially all the assets of the Franchised Business, you shall grant us the option (the "Right of First Refusal") to purchase the Franchised Business as provided here:

- a) Within 14 days of receipt of the offer, you shall offer the Right of First Refusal to us by notice in writing, including a copy of the signed offer to purchase which you received ("Notice"). We shall have the right to purchase the Franchised Business or interest in the Franchised Business at and for the price and upon the terms set out in the Notice, except that we may substitute cash for any non-cash form of payment proposed and we shall have 60 days after the exercise of our Right of First Refusal to close the said purchase. Should we wish to exercise our Right of First Refusal, we will notify you in writing within 15 days from its receipt of the Notice. Upon the giving of such notice by us, there shall immediately arise between us and you, or its owners, a binding contract of purchase and sale at the price and upon the terms contained in the Notice.
- b) If we do not exercise our Rights of First Refusal, you may transfer the Franchised Business or your ownership interest per the terms set forth in the Notice, if you satisfy the conditions in Section 14.5 above and complete the sale within 90 days from the day on which we received the Notice. If you do not conclude the proposed sale transaction within the 90-day period, the Right of First Refusal granted to us shall continue in full force and effect.

15. DEATH OR INCAPACITY

In the event of your death or incapacity, you, or your estate must actively begin the process to seek a transfer of your rights under this Agreement within 60 days and must complete the transfer within 6 months of your death or incapacity. If you or your estate fails in either respect, then we may terminate this Agreement. The new Franchisee must pay the transfer fee specified above, meet

our qualifications, complete initial training, and enter into a new Franchise Agreement. In the event of your death or incapacity, you agree we are entitled to reimbursement from you or your estate for any reasonable expenses incurred continuing operation of your Franchised Business, plus 10% of Gross Revenues for the period in which we operate or assist in the operation of the Franchised Business. The term “incapacity” means a condition that prevents you from reasonably carrying out your duties under this Agreement.

16. MODIFICATION

No modifications to this Agreement will have any effect unless such modification is in writing and signed by you and by our authorized officer. We may, however, modify the provisions of the Manual, without your consent, as provided by this Agreement.

17. NON-WAIVER OF BREACH

The failure of either party to enforce any one or more of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition or of either party's right to enforce each and every term and condition of this Agreement.

18. FULL UNDERSTANDING

This Agreement and all schedules to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements. Nothing in this or in any related agreement, however, is intended to disclaim the representations we made in the franchise disclosure document that we furnished to you.

19. GOVERNING LAW

19.1 Governing Law. Except as to claims governed by federal law, Illinois law governs all claims that in any way relates to or arises out of this Agreement or any of the dealings of the parties (“Claims”). However, no laws regulating the sale of franchises, business opportunities, or governing the relationship between franchisor and franchisee shall apply unless the jurisdictional requirements of such laws are met independently of this paragraph.

19.2 Jurisdiction and Venue. You and we agree that venue and jurisdiction for any Claims, shall be proper solely in the state and federal court nearest to our corporate headquarters, presently located in Naperville, Illinois.

19.3 Jury Waiver. In any trial between any of the parties as to any Claims, you and we agree to waive our rights to a jury trial and instead have such action tried by a judge.

19.4 Class Action Waiver. You agree to bring any Claims, if at all, individually and you shall not join such claim with claims of any other person or entity or bring, join or participate in a class action against us.

19.5 Punitive Damages Waiver. As to any Claims, you and we agree to waive our rights, if any, to seek or recover punitive damages.

19.6 Limitation of Actions. You agree to bring any Claims against us, if at all, within one (1) year of the occurrence of the facts giving rise to such Claims, and that any action not brought within this period shall be barred as a claim, counterclaim, defense, or set-off.

19.7 Prior Notice of Claims. As a condition precedent to commencing an action for a Claim, you must notify us within 30 days after the occurrence of the violation or breach, details of the claim and failure to timely give such notice shall preclude any claim for damages.

19.8 Internal Dispute Resolution. You must first bring any Claim to our President, after providing notice as required in Section 19.7 above. You must exhaust this internal dispute resolution procedure before you may bring your Claim before a third party.

19.9 Mediation and Arbitration. Before you may bring any Claim against us in court, you agree to try for a period of 60 days to mediate such claim before a mutually agreed to mediator in the city or county where our headquarters are located. If we cannot mutually agree on a mediator, you and we agree to use the mediation services of the American Arbitration Association (“AAA”) and split any AAA and mediator fees equally.

If mediation is unsuccessful and you decide to pursue a legal claim against us, you agree to bring such claim solely in binding arbitration conducted in the city or county where our headquarters is located, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The proceedings will be held by a single arbitrator. The decision of the arbitrator will be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having personal and subject matter jurisdiction.

19.10 Arbitration Exclusions. If we choose, we may bring any claims in the state and federal courts located nearest to our headquarters or in such other location where jurisdiction and venue may be proper.

19.11 Waiver of Bond. You agree that if we are forced to bring suit to enforce any provision of this Agreement, you agree to waive any requirement that we post bond to obtain a temporary, preliminary, or permanent injunction to enforce these duties.

19.12 Attorney Fees. If we are the substantially prevailing party as to any Claims, you agree to reimburse our costs and attorney fees incurred in pursuing or defending the Claims.

19.13 Third Party Beneficiaries. Our officers, directors, members, shareholders, agents, and employees are express third-party beneficiaries of the terms of the Governing Law provisions contained herein.

19.14 Survival. All the covenants contained in this Agreement that may require performance after the termination or expiration of this Agreement will survive any termination or expiration of this Agreement.

19.15 Severability Clause. If any covenant or provision in this Agreement is determined to be void or unenforceable, in whole or in part, it shall be deemed severed and removed from this Agreement and shall not affect or impair the validity of any other covenant or provision of this Agreement.

20. RELEASE OF PRIOR CLAIMS

By executing this Agreement, the undersigned entity, if any, and individuals, on behalf of yourselves and your heirs, legal representatives, successors and assigns, and each assignee of this Agreement, forever releases and discharges us, our past and present employees, agents, members, officers, and directors, including any of our parent, subsidiary and affiliated entities, their respective past and present employees, agents, members, officers, and directors, from any and all claims relating to or arising out of any franchise agreement between the parties executed prior to

the date of this Agreement, and all other claims relating to any dealings between any of the parties. However, this release does not apply to any claim you may have arising from representations in our Franchise Disclosure Document, or its exhibits or amendments.

21. NOTICES

You shall give any required notice or request in writing by mail or courier, postage fully prepaid, delivered personally, or by facsimile, to our President, at our corporate office, presently 1355 S Route 59, Suite 201B, Naperville, IL 60564; Telephone: 773-501-5966. We may also give any such notice to you in the same manner at the address indicated below your signature on this Agreement, such other more current address as we may have for you, or by e-mail.

22. ACKNOWLEDGMENTS

You acknowledge that you have read our Franchise Disclosure Document and this Agreement and that you are familiar with their contents. You acknowledge that you have independently investigated the business offered hereunder and base your decision to purchase solely on such investigation. You acknowledge that we have recommended, and that you have had the opportunity to obtain, review this Agreement and our Franchise Disclosure Document (“FDD”) by your lawyer, accountant or other business advisor prior to execution. Except as may be stated in Item 19 of our Franchise Disclosure Document, you acknowledge that no person is authorized to make and no person has made any representations to you as to the actual, projected or potential sales, volumes, revenues, profits or success of our franchise. You further acknowledge and agree that you are not a third-party beneficiary to any agreement between us and any other franchisee.

23. GUARANTY

The Franchisee named at the top of the following page agrees to abide by the terms of this Agreement. The signature of an individual or individuals as sole proprietors, joint tenants, or tenants in common constitutes their personal agreement to such terms. The signature of an individual or individuals on behalf of an entity constitutes the entity’s agreement to such terms.

In addition, the signatures of all individuals below, in any capacity, also constitute their personal joint and several agreement to perform all the obligations in and relating to this Agreement, including, but not limited to, the obligations stated in **Sections 11-13 above**, the obligation to make specified payments, and pay any other debts due to us. All Signators below waive any right to presentment, demand, notice of non-performance, or the right to require us to proceed against the other Signators.

[signature page follows]

Franchisee: _____ Entity Number: _____

Type: _____ (Sole Proprietor, LLC, Corp., Joint Tenants with Right of Survivorship (“JTROS”), Tenants in Common, Partnership).*

SIGNATORS:

By: _____ By: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

Address: _____ Address: _____

Ownership Percent: _____ % (see note below) Ownership Percent: _____ % (see note below)

By: _____ By: _____
(Signature) (Signature)

(Printed Name) (Printed Name)

Title: _____ Title: _____

Address: _____ Address: _____

Ownership Percent: _____ % (see note below) Ownership Percent: _____ % (see note below)

Seva Senior Home Care Franchising LLC

By: _____ Effective Date: _____
Sujit Parikh, President

***Joint Tenants with Right of Survivorship is typically for married couples and must be owned equally by each tenant, 50-50 for two owners, and if one spouse passes away, the other automatically receives the decedent’s share. Tenants in common is normally for non-spouses and if one passes away, his or her share passes by will or state law to his or her heirs.**

SCHEDULE 1 TO THE FRANCHISE AGREEMENT

Territory

Your Territory shall be as follows:

SCHEDULE 2 TO THE FRANCHISE AGREEMENT

AUTOMATIC BANK DRAFT AUTHORIZATION

ACH Origination Authorization

Please complete the following with your banking information and attach a voided check:

Company Name: _____

Name of Financial Institution: _____

Address of Financial Institution: _____

Routing
Number: _____

Account Number: _____

I hereby authorize Seva Senior Home Care Franchising LLC and the financial institution named above to initiate entries to my checking or savings accounts as identified above in accordance with the terms of my franchise agreement and, if necessary, to initiate adjustments for any transactions credited in error. This authority will remain in effect until I notify either Franchisor or the above-named financial institution in writing to cancel it in such time as to afford a reasonable opportunity to act on such instructions. I can stop payment of any entry by notifying the above-named financial institution at least 3 days before my account is scheduled to be charged. I can have the amount of an erroneous charge immediately credited to my account for up to 15 days following issuance of my statement by the above-referenced financial institution or up to 60 days after deposit, whichever occurs first.

Signature: _____

Printed Name of Person Signing: _____

Title (if any): _____

Application Date: _____

Telephone Number: _____

Applicant's Address: _____

SCHEDULE 3 TO THE FRANCHISE AGREEMENT
TELEPHONE & INTERNET ASSIGNMENT AGREEMENT

THIS TELEPHONE & INTERNET ASSIGNMENT AGREEMENT is made between _____ (“Franchisor,” “we,” “us,” or “our”) and the franchisee named below (“Franchisee,” “you” or “your”).

BACKGROUND

- A. The parties are entering into a Franchise Agreement (“Agreement”).
- B. As a condition to signing the Franchise Agreement, we have required that you appoint us Attorney in Fact, to take effect upon the expiration or termination of the Agreement, as to telephone numbers, listings, advertisements, social media accounts, domains, websites, directories, or similar (collectively “Listings”) relating to your Franchise.

LISTINGS ASSIGNMENT

Upon expiration or termination of the Agreement for any reason, Franchisee’s right of use of the Listings shall terminate. In the event of termination or expiration of the Agreement, Franchisee agrees to pay all amounts owed in connection with the Listings, and to immediately at Franchisor’s request, (i) take any other action as may be necessary to transfer the Listings to Franchisor or Franchisor’s designated agent, (ii) install and maintain, at Franchisee’s sole expense, an intercept message, in a form and manner acceptable to Franchisor on any or all of the Listings; (iii) disconnect the Listings; and/or (iv) cooperate with Franchisor or its designated agent in the removal or relisting of the Listings

Franchisee agrees that Franchisor may require Franchisee to “port” or transfer to Franchisor or an approved call routing and tracking vendor all Listings.

DURABLE POWER OF ATTORNEY

Appointment as Attorney in Fact. For value received, Franchisee hereby irrevocably appoints Franchisor as Franchisee’s attorney-in-fact, to act in Franchisee’s place, for the purpose of assigning any Listings. This appointment gives to us full power to receive, transfer or assign to us or our designee or take any other actions required of Franchisee under the Agreement. Franchisee grants Franchisor full authority to act in any manner proper or necessary to the exercise of the foregoing powers, including full power of substitution and execution or completion of any documents required or requested by any telephone or other company to transfer such Listings and Franchisee ratifies every act that Franchisor may lawfully perform in exercising those powers. This power of attorney shall be effective for a period of two (2) years from the date of expiration, cancellation or termination of Franchisee’s rights under the Agreement for any reason. Franchisee declares this power of attorney to be irrevocable and renounces all rights to revoke it or to appoint another person to perform the acts referred to in this instrument. This power of attorney shall not be affected by the subsequent incapacity of Franchisee. This power is created to secure performance of a duty to Franchisor and is for consideration.

Governing Law and Survival. The validity, construction and performance of this Assignment is governed by the laws of the State in which we are located. All our rights survive the termination, expiration or non-renewal of the Agreement and inure to our benefit and to the benefit of our successors and assigns.

FRANCHISEE:

FRANCHISOR:

Seva Senior Home Care Franchising LLC

By: _____

By: _____

Sujit Parikh , President

By: _____

Date: _____

SCHEDULE 4 TO THE FRANCHISE AGREEMENT

LEASE AGREEMENT RIDER

Landlord	
Landlord Name:	
Landlord Address:	
Landlord Phone Number:	

Franchisor	
Franchisor Name:	Seva Senior Home Care Franchising LLC
Franchisor Address:	776 S Route 59, Suite 162, Naperville, IL 60540
Franchisor Phone Number:	773-501-5966

Tenant	
Tenant Name:	
Address of Leased Premises:	
Date of Lease:	

1. Use. Tenant is a franchisee of Franchisor. The Leased Premises shall be used only for the operation of a Seva Senior Home Care Services business (or any name authorized by Franchisor).

2. Notice of Default and Opportunity To Cure. Landlord shall provide Franchisor with copies of any written notice of default (“Default”) given to Tenant under the Lease, and Landlord grants to Franchisor the option (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 10 days after the expiration of the period in which Tenant may cure the Default.

3. Termination of Lease. Landlord shall copy Franchisor on any notice of termination of the Lease. If Landlord terminates the Lease for Tenant’s Default, Franchisor shall have the option to enter into a new Lease with Landlord on the same terms and conditions as the terminated Lease, subject to Landlord’s approval in its reasonable discretion. To exercise this option, Franchisor must notify Landlord within 10 days after Franchisor receives notice of the termination of the Lease.

4. Termination of Franchise Agreement. If the Franchise Agreement between Franchisor and Tenant is terminated during the term of the Lease, then upon the written request of Franchisor, Landlord and Tenant consent to allow Franchisor to assume any existing term of the Lease (the “Assumption”), provided that any and all defaults have been cured and all payments due under the Lease are current, and to enter into a written agreement providing for such Assumption. In the event of an Assumption, Landlord will deliver possession of the Leased Premises to Franchisor free and clear of any rights of the Tenant or any third party. Landlord further consents to give Franchisor the right, following the Assumption, to assign its interest in the Lease or to sublet the Leased Premises to another franchisee of Franchisor with reasonable consent from the Landlord.

5. Assignment and Subletting. Notwithstanding any provision of the Lease to the contrary, Tenant shall have the right to assign or sublet the Lease to Franchisor, provided that no such assignment or sublease shall relieve Tenant or any guarantor of liability under the Lease. If Franchisor becomes the lessee of the Leased Premises, then Franchisor shall have the right to assign or sublease its lease to a franchisee of Franchisor's brand, subject to Landlord's approval in its reasonable discretion.

6. Authorization. Tenant authorizes Landlord and Franchisor to communicate directly with each other about Tenant and Tenant's business.

7. Right to Enter. Upon the expiration or termination of the Franchise Agreement or the Lease, or the termination of Tenant's right of possession of the Leased Premises, Franchisor or its designee may, after giving reasonable prior notice to Landlord, enter the Leased Premises within 10 days of such expiration or termination, to take any such actions as may be consistent with its rights under this Lease Agreement Rider or to remove signs and other material bearing Franchisor's brand name, trademarks, and commercial symbols.

8. No Liability. By executing this Rider, Franchisor does not assume any liability with respect to the Leased Premises or any obligation as Tenant under the Lease.

LANDLORD:

By: _____
Name: _____
Title: _____

TENANT:

By: _____
Name: _____
Title: _____

FRANCHISOR:

Seva Senior Home Care Franchising LLC

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 5 TO THE FRANCHISE AGREEMENT
STATE ADDENDA TO THE FRANCHISE AGREEMENT
ILLINOIS ADDENDUM
TO THE FRANCHISE AGREEMENT

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. Illinois law governs the Franchise Agreement.
2. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
3. Franchisee rights upon termination and non-renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.
4. In conformance with Section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.
5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.
6. If you are NOT licensed/certified in Illinois to provide services of the nature described in this disclosure document, you must negotiate the terms of a Management Agreement with licensed professionals who will provide the services that this franchised business offers. Retain an experienced attorney who will look out for your best interests in this business venture.
7. ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE, UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2, 5 (West 2018) and Medical Practice Act of 1987, 225 ILCS 60/ (West 2018).

8. Franchise Fee. Section 4.1 of the Franchise Agreement is modified to also state: “Based on our current financial condition, the Illinois Attorney General’s Office has required a financial assurance which is being satisfied by posting a surety bond which we filed with the Illinois Attorney General’s Office.”

FRANCHISEE:

FRANCHISOR:

Seva Senior Home Care Franchising LLC

By: _____

By: _____

Sujit Parikh , President

By: _____

Date: _____

**WISCONSIN ADDENDUM
TO THE FRANCHISE AGREEMENT**

If any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control.

1. If the Franchise Agreement contains any provision that conflict with the Wisconsin Fair Dealership Law, the provisions of this Addendum shall prevail to the extent of such conflict.
2. The Franchise Agreement is amended to also include the following language:

With respect to franchises governed by Wisconsin law, the Wisconsin Fair Dealership Law applies to most, if not all, franchise agreements and prohibits the termination, cancellation, non-renewal or the substantial change of the competitive circumstances of a dealership agreement without good cause. That Law further provides that 90 days' prior written notice of a proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is cured, the notice is void.

FRANCHISEE:

FRANCHISOR:

Seva Senior Home Care Franchising LLC

By: _____

By: _____

Sujit Parikh , President

By: _____

Date: _____

SCHEDULE 6 TO THE FRANCHISE AGREEMENT

SBA ADDENDUM

For any Franchisee that receives SBA financial assistance, if any of the terms of the Franchise Agreement are inconsistent with the terms below, the terms below control:

1. If Franchisor has an option to purchase or a right of first refusal (ROFR) with respect to a partial interest in the Franchisee's business, 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.
2. If the Franchisor's consent is required for any transfer (full or partial) of the Franchisee's business, Franchisor will not unreasonably withhold such consent.
3. 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 of the Franchise Agreement, but Franchisee may be required to lease the real estate for the remainder of the franchise term (excluding additional renewals) for fair market value.
4. 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 indemnification, control or use restrictions. If any such restrictions are currently recorded against Franchisee's real estate, they must be removed in order for the Franchisee to obtain SBA financial assistance.
5. If the Franchisee owns the real estate where the franchise location is operating, the right of Franchisor to assume Franchisee's lease has not and will not during the term of the Franchise Agreement be recorded against the real estate and may not include any attornment language unless it is subordinated to any SBA financial assistance.
6. For other than regularly scheduled payments and payments otherwise authorized in the Franchise Agreement, Franchisor does not have the authority to unilaterally share, commingle, or withdraw funds from Franchisee's bank account.
7. The Franchise Agreement does not prevent the Franchisee from having meaningful oversight over the operations of the business. The Franchise Agreement does not prevent a Franchisee from having meaningful oversight over the operations of its business by requiring the Franchisee to comply with quality, marketing, and operations standards that govern the Franchisee's use of the Franchisor's system of operations. Meaningful oversight includes the authority to:
 - a. Approve the annual budget;
 - b. Have control over the bank accounts; AND

- c. Have oversight over the employees operating the business (who must be employees of the Franchisee Applicant).

FRANCHISEE:

By: _____

By: _____

FRANCHISOR:

Seva Senior Home Care Franchising LLC

By: _____
Sujit Parikh , President

Date: _____

EXHIBIT D

RELEASE

THIS RELEASE is made and given by _____,
("Releasor") with reference to the following facts:

1. Releasor and Seva Senior Home Care Franchising LLC (Releasee) are parties to one or more franchise agreements.
2. The following consideration is given:

_____ the execution by Releasor of a successor Franchise Agreement or other renewal documents renewing the franchise (the "Franchise"); or

_____ Releasor's consent to Releasee's transfer of its rights and duties under the Franchise Agreement; or

_____ Releasor's consent to Releasee's assumption of rights and duties under the Franchise Agreement; or

_____ [insert description]

3. Release- Franchisee and all of Franchisee's guarantors, members, employees, agents, successors, assigns and affiliates fully and finally release and forever discharge Releasee, its past and present agents, employees, officers, directors, members, Franchisees, successors, assigns and affiliates (collectively "Released Parties") from any and all claims, actions, causes of action, contractual rights, demands, damages, costs, loss of services, expenses and compensation which Franchisee could assert against Released Parties or any of them up through and including the date of this Release.
4. THIS IS A SPECIFIC RELEASE GIVING UP ALL RIGHTS WITH RESPECT TO THE TRANSACTIONS OR OCCURRENCES THAT ARE BEING RELEASED UNDER THIS AGREEMENT.
5. California Releasor- You represent and warrant that YOU EXPRESSLY WAIVE ANY AND ALL RIGHTS AND BENEFITS UNDER CALIFORNIA CIVIL CODE §1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

6. The above Release shall not apply to any liabilities arising under the California Franchise

Investment Law, the California Franchise Relations Act, Indiana Code § 23-2-2.5.1 through 23-2-2.7-7, the Maryland Franchise Registration and Disclosure Law, Michigan Franchise Investment Law, Minnesota Franchise Act, North Dakota franchise laws, the Rhode Island Investment Act, and the Washington Franchise Investment Protection Act, chapter 19.100 RCW, or the rules adopted thereunder in accordance with RCW 19.100.220.

Franchisee:

Seva Senior Home Care Franchising LLC

By: _____

By: _____

Sujit Parikh , President

Printed Name: _____

Date: _____

Title: _____

EXHIBIT E

CURRENT FRANCHISEES

The following is a list of the names of all Franchisees and the address and telephone number of each of their outlets as of the end of our most recently completed fiscal year.

Current Franchises (as of December 31, 2024):

None

Franchise Agreement signed but outlet not yet open (as of December 31, 2024):

None

EXHIBIT F

FORMER FRANCHISEES

The following is a list of Franchisees who had an outlet terminated, cancelled, not renewed or otherwise ceased to do business under the Franchise Agreement during the most recently completed fiscal year or who had not communicated with us within ten weeks of the date of the disclosure document issuance date. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

None

EXHIBIT G

FINANCIAL STATEMENTS

SEVA SENIOR HOME CARE FRANCHISING, LLC
FINANCIAL STATEMENTS
38 Days Ended April 30, 2025

.....

JCMP & Associates, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Seva Senior Home Care Franchising, LLC
Financial Statements
For the 38 Days Ended April 30, 2025

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Independent Auditors' Report

To The Board of Directors
Seva Senior Home Care Franchising, LLC

We have audited the accompanying financial statements of **Seva Senior Home Care Franchising, LLC**, which comprise the balance sheet as of April 30, 2025, and the related statements of income, retained earnings, and cash flows for the 38-day period from March 24, 2025 (date of organization) thru April 30, 2025. Management is responsible for the preparation and a fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the

audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects the financial position of **Seva Senior Home Care Franchising, LLC**, as of April 30, 2025, and the results of its operations and its cash flows for the 38 days then ended in accordance with accounting principles generally accepted in the United States.

A handwritten signature in black ink, appearing to be 'J. Smith', written in a cursive style.

May 1, 2025
Naperville, Illinois

Seva Senior Home Care Franchising, LLC

Balance Sheet

April 30, 2025

	<u>2025</u>
ASSETS	
Cash and cash equivalents	\$ 108,000
Total Current Assets	<u>108,000</u>
Total Assets	<u>\$ 108,000</u>
 LIABILITIES and MEMBERS' EQUITY	
Current Liabilities	
	\$ -
Total Current Liabilities	<u>-</u>
Total Liabilities	<u>-</u>
Members' Equity	
Members' Equity	\$ 108,000
Retained Earnings	-
Total Members' Equity	<u>108,000</u>
Total Liabilities and Members' Equity	<u>\$ 108,000</u>

The accompanying notes are an integral part of the financial statements

Seva Senior Home Care Franchising, LLC
Statement of Income
For the 38 days ended April 30, 2025

	<u>2025</u>
REVENUE	
	\$ -
Total Revenues	<u>-</u>
EXPENDITURES	
	\$ -
Total Expenditures	<u>-</u>
NET INCOME OR LOSS	<u><u>\$ -</u></u>

The accompanying notes are an integral part of the financial statements

Seva Senior Home Care Franchising, LLC
Statement of Retained Earnings
For the 38 days ended April 30, 2025

	<u>2025</u>
RETAINED EARNINGS, APRIL 30, 2025	\$ -
LESS: NET LOSS	<u>0</u>
RETAINED EARNINGS, APRIL 30, 2025	<u><u>\$ -</u></u>

The accompanying notes are an integral part of the financial statements

Seva Senior Home Care Franchising, LLC
Statement of Cash Flows
For the 38 days ended April 30, 2025

	<u>2025</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Excess of revenues over expenditures	\$ -
(Increase)/decrease in operating assets:	-
Increase/(decrease) in operating liabilities:	-
Net cash provided by operating activities	- <hr/>
CASH FLOWS FROM INVESTING ACTIVITIES	
Members equity infusion	108,000 <hr/>
Net cash used in investing activities	108,000 <hr/>
CASH FLOWS FROM FINANCING ACTIVITIES	
Net cash provided (used) by financing activities	- <hr/>
NET INCREASE (DECREASE) IN CASH & CASH EQUIVALENTS	108,000
Cash and Cash Equivalents at beginning of year	0 <hr/>
Cash and Cash Equivalents at end of year	<u><u>\$ 108,000</u></u>

The accompanying notes are an integral part of the financial statements

Seva Senior Home Care Franchising, LLC

Notes to Financial Statements

1. Summary of Significant Accounting Policies

Nature of Organization – The Seva Senior Home Care Franchising, LLC (the “Entity”) was organized on March 24, 2025, in Illinois and authorized to transact business on March 24, 2025, in Illinois. The Entity is a private organization that provides care of terminally ill patients and their families.

Basis of Presentation – The accompanying financial statements are presented in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

Use of Accounting Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents - For purposes of the statement of cash flows, the Entity considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Property and Equipment – The Entity generally capitalizes asset additions greater than \$2,500. Property and equipment are being depreciated over their estimated useful lives from their date of acquisition using the straight-line method. Useful lives are estimated to be 39 years for building and building improvements, 7 years for equipment and 7 years for furniture and computers.

EXHIBIT H

TABLE OF CONTENTS OF OPERATIONS MANUAL

Seva Senior Home Care Services

Franchise Operations Manual

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EXHIBIT I

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:

State	Effective Date
Illinois	Pending
Indiana	May 7, 2025
Michigan	May 15, 2025
Wisconsin	May 6, 2025

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

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 Seva Senior Home Care Franchising LLC offers you a franchise, we must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale.

Iowa requires that we give you this Disclosure Document at the earlier of the first personal meeting or 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.

Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

If Seva Senior Home Care Franchising LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and State law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the state agency listed on Exhibit B.

The franchisor is Seva Senior Home Care Franchising LLC located at 1355 S Route 59, Suite 201B, Naperville, IL 60564. Its telephone number is 773-501-5966.

Issuance Date: May 6, 2025

The franchise sellers for this offering are:

X	Sujit Parikh, 1355 S Route 59, Suite 201B, Naperville, IL 60564; 773-501-5966

We authorize the respective state agencies identified in Exhibit B to receive service of process for us in the particular state.

I have received a disclosure document dated May 6, 2025 that included the following Exhibits:

- A. State Addenda to the Disclosure Document
- B. List of State Administrators and Registered Agents
- C. Franchise Agreement
 - Schedule 1-Territory
 - Schedule 2-Automatic Bank Draft Authorization
 - Schedule 3-Telephone & Internet Assignment Agreement
 - Schedule 4- Lease Rider

Schedule 5-State Addenda to the Franchise Agreement
Schedule 6-SBA Addendum

- D. Release
- E. List of Current Franchisees
- F. List of Former Franchisees
- G. Financial Statements
- H. Table of Contents of Operations Manual
- I. State Effective Dates
- J. Receipts

PROSPECTIVE FRANCHISEE:

Date you received this Disclosure Document

Seva Senior Home Care Franchising LLC

**By:
Signature**

**By:
Signature**

Printed Name

Printed Name

Address

Address

Telephone number

Telephone number

Please sign, date, and retain this copy for your records.

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- H. Table of Contents of Operations Manual
- I. State Effective Dates
- J. Receipts

PROSPECTIVE FRANCHISEE:

Date you received this Disclosure Document

Seva Senior Home Care Franchising LLC

**By:
Signature**

**By:
Signature**

Printed Name

Printed Name

Address

Address

Telephone number

Telephone number

Please sign, date, and return this copy to us at Seva Senior Home Care Franchising LLC, 1355 S Route 59, Suite 201B, Naperville, IL 60564; 773-501-5966.