



HOME INSTEAD®
FRANCHISE DISCLOSURE DOCUMENT

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FRANCHISE DISCLOSURE DOCUMENT

HOME INSTEAD, INC.,
A Nebraska Corporation
13323 California Street,
Omaha, Nebraska 68154

402-498-4466
franinfo@homeinsteadinc.com
HomeInstead.com



As a franchisee, you will operate a Home Instead® business which provides home care, companionship services, nurse directed care and other specialized services for older adults and other individuals who need care.

The total investment necessary to begin operation of a Home Instead® franchised business is from \$112,500 to \$156,500. This includes \$54,000 which must be paid to us as the initial franchise fee.

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 government agency has verified the information contained in this document.

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact the Franchise Development Department at 13323 California Street, Omaha, Nebraska 68154, 402-498-4466.

The terms of your contract will govern your franchise relationship. Do not 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, such as a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. 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: April 29, 2024

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
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 Exhibit 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 A 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 Home Instead 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 Home Instead franchisee?	Item 20 or Exhibit 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 Franchises *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 delegates. These items may be more expensive than similar items you could buy or 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 the 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 C.

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 risks be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only in Nebraska. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with the franchisor in Nebraska than in your own state.
2. **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.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

**NOTICE REQUIRED
BY
STATE OF MICHIGAN**

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

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

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that 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 franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 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:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

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

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact 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 the Department of Attorney General, State of Michigan, 670 Williams Building, P.O. Box 30213, Lansing, Michigan 48913, telephone (517) 373-7117.

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

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Franchisor

In this franchise disclosure document, “we,” “us,” “our,” or “Home Instead, Inc.” means Home Instead, Inc., the franchisor. “You” means the person who is buying the franchise. If you are a corporation, partnership, limited liability company or other entity, “you” includes your owners or members. We are a corporation formed in the State of Nebraska on May 4, 1994. Our principal place of business is 13323 California Street, Omaha, Nebraska 68154. Our agents for service of process are listed in Exhibit C.

We originally incorporated under the laws of the State of Nebraska on May 4, 1994, under the name of Home Instead, Inc. and began selling franchises under the name Home Instead Senior Care® in 1995. Throughout our history, we have offered franchises for the business which is subject to this offering and has not offered franchises in any other line of business.

Predecessor

We have no predecessors.

Parent

We are owned by Honor Technology, Inc., a corporation formed in the State of Delaware (“Honor”). Honor’s principal place of business is 13323 California Street, Omaha, Nebraska 68154.

Affiliates

Our affiliates as of the issuance date of this disclosure document are listed below. HI Omaha, LLC, has operated a Home Instead business in Omaha, Nebraska, located at 13323 California St., Omaha, NE 68154, since 1994. HI Omaha, LLC has also operated a Home Instead business in St. Charles, MO located at 1360 S. 5th Street, Suite 377, St. Charles, MO 63301, since 2022. Certain subsidiaries of Honor may provide recruiting, staffing and other back office services to franchisees under the Care Platform (described below), including: Home Instead by Honor Massachusetts, Inc., Home Instead by Honor Maryland, Inc., Home Instead by Honor Minnesota, Inc., Home Instead by Honor New York, Inc., Home Instead by Honor Oregon, Inc., Home instead by Honor Virginia, Inc., Honor Care Network Arizona, LLC, Honor Care Network Central, LLC, Honor Care Services Connecticut, Inc., Honor Care Services Illinois, Inc., Honor Care Services Indiana, Inc., Honor Care Services Kentucky, Inc., Honor Care Services North Carolina, Inc., Honor Care Services Ohio, LLC, Honor Care Services South Carolina, LLC, Honor Care Services Tennessee, LLC, Honor Care Services Washington, LLC, Honor Home Care New Mexico, LLC, Honor Home Care Services California, Inc., and Honor PC Texas, Inc., all with their principal place of business at 13323 California Street, Omaha, NE 68154; Honor Care Services Colorado, Inc., with its principal place of business at 7535 East Hampden Avenue, Suite 400, Office No.

406, Denver, CO 80231; Honor Care Network Florida, LLC, with its principal place of business at 2598 E. Sunrise Blvd. Suite 2104, Fort Lauderdale, FL 33304; Honor Care Network Pennsylvania, Inc., with its principal place of business at 1215 West Baltimore Pike #6, Media, PA 19063; Honor Care Services Nevada, Inc., with its principal place of business at 400 S. 4th Street, Suite 500, Office 504, Las Vegas, NV 89101; Honor Care Services South Carolina, Inc., with its principal place of business at 1409 W Ezell Blvd, Spartanburg, South Carolina 29301; and Honor Care Services Utah, Inc., with its principal place of business at 10 W Broadway, Ste. 700, Salt Lake City, UT 84101. None of our affiliates have offered any franchises, including Home Instead® franchises.

The Franchise

We franchise the operation of a business providing in home care services for older adults and other individuals such as companionship, personal, nurse directed and specialized services, including hospice and Alzheimer's care for older adults (the "Franchised Business") utilizing our unique and distinctive formats, systems, standards and procedures (the "System") and identified by certain trademarks, domain names, service marks and other commercial symbols (the "Licensed Marks").

We enter into master franchise or license agreements in selected foreign markets only. Currently we have master franchise or license agreements in Australia, France, Germany, Ireland, Italy, Japan, the Netherlands, New Zealand, Singapore, Switzerland, and the United Kingdom. We also have franchise agreements with individual franchisees in Canada.

A Home Instead Franchised Business provides an effective solution for people at any point in the aging process who prefer to remain at the home of their choice where their quality of life can be enhanced without the stress and hardships of interrupted routines and daily habits. The Home Instead System utilizes a care concept comprised of a certain number of integral parts, all of which are necessary for a successful operation, and which are fully described in our confidential Operations Manual, as defined in Item 11. A Home Instead franchisee employs individuals who are trained to provide professional and reliable services to clients (each a "Care Professional"). We specifically designate the services that franchisees may offer to clients and those services may change at our discretion from time to time.

Honor developed a proprietary care management system (the "Care Platform"). The Care Platform is a centralized operations platform that allows franchisees to operate in collaboration with Honor to deliver quality home care services to clients through a services agreement. The Care Platform is not currently available to all franchisees. The Care Platform may be made available in its current form or in a different form, which may vary by market and over time, and may result in a change in the services provided by the Care Platform. Currently, the services provided to Franchised Businesses through the Care Platform include recruitment, onboarding, training, and employing Care Professionals, care management, and client billing and collection in accordance with the Operations Manual. Franchisees using the Care Platform remain responsible for providing client outreach and awareness, performing in-home consultations and assessments of clients' needs, completing all client onboarding processes, reassessments, and providing ongoing client management in accordance with the Operations Manual. The Care Platform has requirements for scope of care, minimum hours, and payor sources that may be different or more restrictive than

those requirements for a Franchised Business that does not use the Care Platform. As a result, a Franchised Business that uses the Care Platform may not be able to do so for all of its clients or Care Professionals. Participating franchisees will enter into a joint service agreement with Honor, attached as Exhibit I (“Joint Service Agreement”). Honor may offer the following incentives to franchise owners to sign a Joint Service Agreement for the Care Platform: (1) a transition investment payment equal to a percentage of the Franchised Businesses’ annual recurring revenue utilizing the Care Platform; and/or (2) a grant of exclusive right of first refusal, for a limited term and subject to Home Instead’s then-applicable requirements to purchase additional franchises, and availability to purchase and operate a new Home Instead business in an open territory.

Separately, we may conduct a pilot with selective franchisees in which we would make an equity investment in the franchisee. The terms and conditions of any pilot will be disclosed to the participating franchisees at that time.

Market and Competition

The market for home care services to older adults is well-developed and growing as the number of people aged 65 years and older in the United States continues to increase. A Home Instead franchisee can expect to compete with other national and local home care businesses, home health companies, hospitals, living facilities and sole proprietors performing similar services.

Industry-Specific Laws and Regulations

There are federal, state and local laws and regulations that may impact your Franchised Business. We may identify existing requirements or provide updates on laws or regulations for informational purposes only. However, these services are not legal advice and are not a substitute for consulting with your own legal advisor. This document does not address all laws or regulations that may apply to your Franchised Business. In operating your Franchised Business, you maintain full responsibility for compliance with all applicable laws.

The Federal Fair Labor Standards Act (“FLSA”) establishes rules which may affect your payment of employees. The FLSA provides federal minimum wage and overtime obligations for payment of employees.

Home Instead Franchised Businesses may have obligations related to overtime, travel time, and time spent by Care Professionals engaged to wait between work shifts. You are encouraged to work with your attorney to determine how to calculate and manage overtime, travel time, and wait time within your Franchised Business.

Your Franchised Business may be located in an area that has created its own specific minimum wage, overtime, or other compensation rules. If the state or local rules where you operate your Franchised Business are different from the minimum wage and overtime rules under the FLSA, then the state or local rules may control and override federal law. You and your attorney must determine whether your employees will be subject to overtime and the minimum compensation requirements required by your state and local laws.

The Federal Occupational Safety and Health Act may also impact your Franchised Business. In some states this act is enforced by the Occupational Safety and Health Administration

(“OSHA”). OSHA generally requires employers under its jurisdiction to record and report work-related fatalities, inpatient hospitalizations and specified incidents. OSHA rules provide exemptions from recordkeeping and reporting for employers based upon the industry or business size. While your business size may vary, your Franchised Business will generally be considered as within the home care services industry. Under current rules, the home care services industry is generally not exempt from recordkeeping requirements, but may be exempt from reporting requirements based upon business size. If your Franchised Business is not exempt based upon the size of your business, you may have specific reporting obligations.

If your Franchised Business is located in a state that utilizes an OSHA-approved state plan (“State Plan”), then you will not be directly subject to Federal OSHA jurisdiction. However, State Plan standards must meet or exceed Federal OSHA rules. That means that if your Franchised Business is subject to a State Plan, you may have additional obligations related to recording and reporting.

Through services provided to clients of your Franchised Business, you may access individuals’ information protected by state and federal law(s). Each Franchised Business must comply with all applicable state and federal privacy and security laws, our privacy policy and policies and procedures stated in the Operations Manual.

You must sign a “Confidentiality of Client Health Information Agreement” in the form attached to the Franchise Agreement as Exhibit B. This form provides that both we and the Franchised Business intend to protect client health information under applicable federal and state privacy laws. The agreement is primarily designed to address the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended (“HIPAA”) for Franchised Businesses subject to HIPAA. The agreement also acknowledges, however, that HIPAA may not currently apply to all Franchised Businesses. To the extent you are a “Covered Entity” under HIPAA, or as required by the Operations Manual, we and you will protect health information according to the Privacy, Security, Enforcement, and Breach Notification Rules under HIPAA. You may be required to sign additional agreements that we determine are necessary for compliance.

Specific laws and regulations in your state or local area may also require licensure, certification, registration or training of individuals providing services. For example, all nursing services that are performed, supervised or delegated by a nurse must be in accordance with your state nursing practice act.

Licensure requirements may also apply to your Franchised Business. Some states may require a certificate of need. Additionally, certain services may require compliance with the Federal Clinical Laboratory Improvement Amendment (CLIA), including obtaining a certificate of waiver. It is your responsibility to understand any regulatory requirements for your provision of services, including nursing delegation requirements, and to ensure your Franchised Business adheres to those requirements.

To maintain a state license for your Franchised Business, you may be required to meet specific criteria for: employee screening, employee training, policies and procedures, record-keeping, client care plans, client notices, data privacy and security, employee qualifications, and/or

compliance audits. These state specific obligations may exceed our requirements. If this is the case in your state, you are required to comply with both your state requirements and our requirements. In all cases, you must comply with our requirements and the law, at a minimum.

If your Franchised Business chooses to accept reimbursement from federal health care programs, such as Medicaid or the Veterans' Administration ("VA"), then you will 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").

The False Claims Act prohibits certain actions that may defraud government programs, such as the making of a false claim to the federal government for payment or approval. This includes making or using a false statement that is material to a false claim.

AKS prohibits the exchange or offer of anything of value as an inducement or reward for the referral of patients or patient care opportunities paid in whole or in part by a federal health care program, including the VA. The AKS prohibits, and imposes criminal penalties, for many business practices that are common outside the health care industry. Additionally, a number of states have enacted laws, which prohibit payment for referrals and other similar arrangements.

ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer: Seth Sternberg

Seth Sternberg has been co-founder and Chief Executive Officer of Honor in San Francisco, California since July 2014. In addition, Seth was appointed Chief Executive Officer of Home Instead in June 2022. In this role, Seth oversees all operations for Honor, Home Instead and other Honor subsidiaries.

President: Ian Clarkson

Ian Clarkson was appointed President of Honor and Home Instead in Seattle, Washington in October 2022. In this role, Ian oversees the Care, Growth and Product teams for Honor and Home Instead. Prior to joining Honor and Home Instead, Ian was President and Chief Operating Officer of Nerdy, an educational technology organization, in Seattle Washington from January 2016 to October 2022.

Chief Financial Officer and Director: Andrew Steinberg

Andrew Steinberg was appointed Chief Financial Officer of Honor and Home Instead in San Mateo, California in August 2022 and Director of Home Instead in December 2022. In this role, Andrew oversees finance operations for Honor and Home Instead. Prior to joining Honor and Home Instead, Andrew was Managing Director at EverCore, a global investment management and advisory firm, in Menlo Park, California from August 2012 to August 2022.

Chief Operating Officer: Stephenie Landry

Stephenie Landry was appointed Chief Operating Officer of Honor and Home Instead in Seattle, Washington in January 2024. From June 2003 to January 2024, Stephenie served in several positions at Amazon, including Vice President of Net Zero Operations from March 2023 to January 2024 and Vice President of Grocery from July 2014 to March 2023.

Chief Marketing Officer: Jessie Brumbach

Jessie Brumbach was appointed Chief Marketing Officer of Honor and Home Instead in Omaha, Nebraska in June 2022. From June 2018 to June 2022, Jessie was Global Chief Brand Officer of Home Instead, and from October 2013 to June 2018, Jessie was Chief Brand Officer of Home Instead in Omaha, Nebraska.

General Counsel and Secretary: Sharon Le Duy

Sharon Le Duy has been General Counsel of Honor in San Francisco, California since February 2015. In addition, Sharon was appointed General Counsel of Home Instead in June 2022 and Secretary of Home Instead in December 2022. In this role, Sharon oversees all legal functions for Honor, Home Instead and all other subsidiaries.

Senior Vice President, Operations Home Instead Network: Linn Free

Linn Free was appointed Senior Vice President, Operations Home Instead Network, of Honor and Home Instead in Lexington, South Carolina in July 2023. From October 2011 to July 2023, Linn served in several positions for Yum! Brands, including that of Chief Operating Officer – KFC Canada from November 2015 to May 2020 and Global Director of Operations – KFC Global from June 2020 to July 2023.

Vice President Network Performance: Doug Cook

Doug Cook was appointed Vice President, Network Performance of Honor and Home Instead in Louisville, Kentucky in February 2024. From October 1996 to February 2024, Doug served in several positions for Kentucky-based Yum! Brands and its KFC subsidiary, including Senior Director, Restaurant Strategies for KFC from May 2019 to February 2024 and Director, Franchise Operations for KFC from March 2019 to May 2019.

VP Business Operations: Lakshmi Venkatesan

Lakshmi Venkatesan was appointed VP of Business Operations of Honor and Home Instead in San Francisco, California in May 2023. From November 2015 to March 2023, Lakshmi served in several positions for Sunrun, Inc. in San Francisco, California, including VP, Head of Market Strategy & Management.

Franchise Development Director: Kathleen McKay

Kathleen McKay has been our Franchise Development Director in Omaha, Nebraska since January 2014. In addition, Kathleen was appointed Franchise Development Director for Honor in Omaha, Nebraska in June 2022. From May 2006 to December 2013, Kathleen was our North American Franchise Development Manager.

Franchise Development Program Director: Henri Joubert

Henri Joubert was appointed Franchise Development Program Director of Honor and Home Instead in Louisville, Kentucky in November 2023. From April 2016 to November 2023, Henri served in several positions for Kentucky-based Yum! Brands, including Senior Franchise Development Manager for KFC US from March 2021 to November 2023, Regional Franchise Development Manager (Northeast) for KFC US from September 2019 to March 2021, and Senior KFC Franchise Development Manager (Africa) for KFC from April 2016 to August 2019.

Platform Sales Senior Director: Kimmey Hardesty

Kimmey Hardesty was appointed Platform Sales Senior Director of Honor and Home Instead in Reno, Nevada in June 2023. Kimmey joined Honor in March 2021 and has served in various positions for Honor including Senior Director, Partner Development from June 2022 to June 2023. Prior to joining Honor and Home Instead, Kimmey was Associate Principal at Chartis Healthcare Consulting, a healthcare advisory firm in San Francisco, California, from March 2019 to February 2021.

Platform Sales Director: Tyler Serbin

Tyler Serbin was appointed Platform Sales Director of Honor and Home Instead in Leander, Texas in July 2023. From November 2019 to July 2023, Tyler served as Senior Manager Partner Development and Regional General Manager for Honor. From July 2019 to November 2019, Tyler served as Asset Protection Business Partner at Target Corporation, and from February 2016 to November 2019, he served as store director for Target Corporation, in Denver, Colorado.

Platform Sales Director: Kevin Ball

Kevin Ball was appointed Platform Sales Director of Honor and Home Instead in San Antonio, Texas in March 2023. Prior to joining Honor and Home Instead, Kevin was a Business Development Manager at ChampionX, an oilfield technology solutions company in San Antonio, Texas from January 2013 to March 2023.

ITEM 3

LITIGATION

Pending Litigation

Home Instead, Inc. v. Head et al. (U.S. District Court of Nebraska, Case No. 8:23cv00424). On September 27, 2023, we asserted claims against franchisee, Head 2 Head, Inc. (“Head”), and its guarantors for violation of the Lanham Act, misappropriation of trade secrets, and to enforce the post termination non-competition provisions of the franchise agreement, including the non-competition provisions, after Head failed to renew its franchise by not executing the then-current franchise agreement. The franchise agreement expired by its own terms and Head continued operating past the expiration of the franchise agreement. We have sought a declaratory judgment, injunctive relief, monetary damages, an accounting, and an award of our costs and attorneys’ fees incurred in bringing the action. In response, Head filed a motion to dismiss on October 31, 2023. In a related action, Head filed a complaint against us and our CEO in the United States District Court for the Western District of Virginia on November 1, 2023 (Head et al. v. Home Instead, Inc., Case No. 6:23CV00067) alleging violation of the Virginia Retail Franchising Act, breach of franchise agreement, and breach of the implied covenant of good faith and fair dealing, stemming from our alleged breaches of the franchise agreement.

On March 18, 2024, the parties attended a mediation in which they reached an agreement to settle the litigation under the following material terms: the franchisee will cease to be a Home Instead franchisee; a stipulated judgment will be entered in our favor on all of our claims and will include an award of monetary damages; a stipulated order of permanent injunction will be entered against the franchisee enforcing certain post-term covenants as stated in the order, including that the franchisee will debrand and that for two years, the franchisee will engage in covered activities only within specified geographic areas; and we will not enforce the monetary damages awarded in the stipulated judgment unless the franchisee violates the stipulated order of permanent injunction.

Home Instead, Inc. v. Elderly Care Services, LLC et al., (U.S. District Court of Nebraska, Case No. 8:23cv00431. On September 29, 2023 we asserted claims against franchisee, Elderly Care Services, LLC (“Elderly Care”), and its guarantors for violation of the Lanham Act, misappropriation of trade secrets, and to enforce the post termination non-competition provisions of the franchise agreement, including the non-competition provisions, after Elderly Care failed to renew its franchise by not executing the then-current franchise agreement. The franchise agreement expired by its own terms and Elderly Care continued operating past the expiration of the franchise agreement. We have sought a declaratory judgment, injunctive relief, monetary damages, an accounting, and an award of our costs and attorneys’ fees incurred in bringing the action. In response, Elderly Care filed a motion to dismiss the Lanham Act and misappropriation of trade secrets claims on November 10, 2023. In addition, Elderly Care asserted counterclaims against us and claims against our CEO alleging breach of the franchise agreement and breach of the implied covenant of good faith and fair dealing, stemming from our alleged breaches of the franchise agreement.

On March 18, 2024, the parties attended a mediation in which they reached an agreement to settle the litigation under the following material terms: the franchisee will cease to be a Home Instead franchisee; a stipulated judgment will be entered in our favor on all of our claims and will include an award of monetary damages; a stipulated order of permanent injunction will be entered against the franchisee enforcing certain post-term covenants as stated in the order, including that the franchisee will debrand and that for two years, the franchisee will engage in covered activities only within specified geographic areas; and we will not enforce the monetary damages awarded in the stipulated judgment unless the franchisee violates the stipulated order of permanent injunction.

Concluded Actions

Elder Care Providers of Indiana, Inc. v. Home Instead, Inc., Case No. 1:14cv01894, was filed in the United States District Court for the Southern District of Indiana on November 18, 2014. In this action, former franchisee, ElderCare Providers of Indiana, Inc. (EPI) asserted claims against Home Instead, Inc. for declaratory relief, breach of contract, and violations of the Indiana Deceptive Franchise Practices Act (“IDFPA”), after Home Instead, Inc. terminated EPI’s Franchise Agreement due to misuse of Home Instead, Inc.’s trademarks and violation of the in-term and post-term non-competition covenants, and the non-disclosure covenants in the Franchise Agreement. EPI and its guarantors sought, in addition declaratory relief respecting the non-competition and non-disclosure covenants and other provisions (including validity) of the Franchise Agreement, damages in an undetermined amount. Home Instead, Inc. asserted, in its Answer to Second Amended Complaint and Counterclaims filed July 15, 2015 (the “Counterclaim”), claims (among others) against EPI and its guarantors for violating the in-term and post-term non-competition covenants and the non-disclosure covenants in the Franchise Agreement, trademark infringement, and unfair competition and/or deceptive trade practices. On March 24, 2017, the Court issued an Order on Cross Motions for Summary Judgment granting and denying each Motion in part. The Court granted summary judgment in favor of Home Instead, Inc. finding that the termination notice did not violate the IDFPA and that Home Instead, Inc. did not discriminate against EPI and its guarantors. The Court granted summary judgment in favor of EPI and its guarantors finding that they were wrongfully terminated without notice and an opportunity to cure; they did not violate the Franchise Agreement’s covenant not to compete and they did not breach the Franchise Agreement’s non-disclosure provision. The Court denied the balance of EPI’s motion. On March 30, 2018, the parties entered into a settlement agreement, including a stipulated judgment and order, under which: (1) judgment was entered in favor of Home Instead, Inc. on certain counterclaims against EPI, including those involving violation of the non-disclosure covenants in the Franchise Agreement, misappropriation of Home Instead, Inc.’s confidential information, trademark infringement and unfair competition; (2) Home Instead, Inc. was awarded damages in the amount of \$500,000, which amount would be satisfied upon EPI’s transfer of certain rights under an “Assignment Agreement” involving the franchised Home Instead® business previously operated by EPI; (3) EPI and its related parties were permanently enjoined from using Home Instead, Inc.’s service marks or certain similar marks; (4) the parties agreed to a mutual release of claims; and (5) all remaining claims were dismissed with prejudice.

Material Civil Actions Involving the Franchise Relationship in the Last Fiscal Year.

Franchisor action to enforce post-termination covenants following franchisee non-renewal, including non-compete and Lanham Act violations:

1. Home Instead, Inc. v. Home Care for Seniors, Inc. et al., No. 8:23cv00425, (D. Neb. 2023). (Subsequently dismissed after franchisee agreed to renew under current form franchise agreement)
2. Home Instead, Inc. v. Rochester Senior Care, LLC et al., No. 8:23cv00430, (D. Neb. 2023). (Subsequently dismissed after franchisee agreed to renew under current form franchise agreement.)

Other than the above actions, no litigation is required to be disclosed in Item 3.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee of \$54,000. The initial fee is due when you sign the Franchise Agreement. Except as provided below, the initial fee is not refundable under any circumstances. The initial franchise fee may be subject to applicable discounts, as described below.

To reserve the availability of a market prior to signing the Franchise Agreement, we may allow you to enter into a Deposit Agreement with us (see Exhibit H). A Deposit Agreement may be entered into at least 14 calendar days after you receive a Franchise Disclosure Document. The Deposit Agreement will require you to make a deposit payment of \$27,000 to reserve the availability of a market. If you then enter into a Franchise Agreement with us, we will apply the deposit payment toward the initial franchise fee. If you choose not to purchase a franchise, we will refund \$24,300 of your original deposit payment. To receive this refund, you must notify us in writing that you are withdrawing your request to be considered as a franchisee within 90 days after the date of the Deposit Agreement. The entire deposit payment of \$27,000 will be refunded to you if we decide, at our discretion, not to approve you as a franchisee.

1) VetFran Discount

As a member of the International Franchise Association (“IFA”), we participate in the IFA’s VetFran Program. A discount of 20% off the initial franchise fee (reduced initial franchise fee is \$43,200) is available to honorably discharged veterans of the United States Armed Forces who do not currently own a Home Instead franchise and who otherwise meet our requirements to purchase a franchise. In determining who is a “veteran,” we may be guided, in whole or in part, by any definitions we find appropriate, including definitions used by the federal government of the United States, in determining who is eligible for federal benefits intended for veterans.

2) Mission to Service Veteran Scholarship Program

If you are a qualified veteran, or you are the spouse of a qualified veteran, you may be eligible to apply for a waiver of your initial franchise fee. From June to October each year, veterans and spouses of veterans can apply to receive this incentive. This incentive is offered for up to two qualified applicants per year.

Training Fees

As a part of your initial franchise fee, we will provide initial franchise training and training materials for up to two people. If you elect to have more than two people attend our franchise training program, you must pay the estimated costs of \$1,500 per additional person for training and materials and \$750 per additional hotel room. You are responsible for travel expenses to and from the training site and for some limited meal costs for you and your employees.

Except for the circumstances described in this Item 5, we do not refund any initial fee.

We uniformly impose all fees described in this Item 5. All fees described in this Item 5 are collected by and payable to us. During 2023, we received initial franchise fees ranging from \$43,200 to \$54,000.

ITEM 6

OTHER FEES

Type of Fee (Note 1)	Amount	Due Date	Remarks
Royalty Fee	5% of Gross Sales (Note 2)	15th and the last day of each month or such other dates as specified in the Operations Manual	Paid by automatic Electronic Funds Transfer (EFT). See Note 2 If you participate in the Care Platform, Honor will retain an amount to satisfy your obligation under the Franchise Agreement to pay your Royalty Fee.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Franchise Training Fee (for additional people)	\$1,500 (1 person, no hotel) \$1,750 (1 person, 1 hotel room) (Note 3)	Before training	We do not charge a training fee for the first two attendees at our initial training program (included in initial franchise fee). Please note, you are responsible for your travel expenses to and from the training site and some limited meal costs.
Supplemental Training at Your Office	\$500 a day plus expenses	As requested	Provided at your request.
Transfer Fee	\$22,000	As requested	Payable by either the transferee or transferor at the time ownership of the franchise is transferred.
Additional Owner Fee	\$5,000	As requested	Payable before starting the new owner vetting process.
Audit Fee	Cost of audit, including travel expenses, compensation of employee(s), plus interest on amount of any underpayment	As requested	Payable if audit is made necessary by the failure to furnish reports, supporting records, financial statements or other documents or information on a timely basis or as required or shows an understatement of at least 2% of Gross Sales for any month.
Renewal Fee	\$5,000	Automatically deducted via EFT on the Renewal date	Paid by automatic EFT (See Note 4).
Marketing Fund	2% of monthly Gross Sales See "Marketing Fund" Section of Item 11 for further information.	Payable at same time and in same manner as Royalty Fee	You must contribute 2% of monthly Gross Sales to the Fund. Contributions to the Marketing Fund must be made by EFT. If you participate in the Care Platform, Honor will retain an amount for placement into the Marketing Fund to satisfy your obligation under the Franchise Agreement to contribute to the Fund.
Technology Fee	Our then-current fee (currently \$500/month)	The 15 th day of each month	Later in 2024, to coincide with the release of franchisee operational tools, we will require you to pay us a monthly Technology Fee. We may adjust the fee at any time upon 60 days' written notice although we will not increase the Technology Fee by more than 25% per calendar year.

Type of Fee (Note 1)	Amount	Due Date	Remarks
Shared Costs for Required Systems	Varies, you will reimburse us for our actual costs. (Note 5)	Varies (Note 5)	You must reimburse us for certain Shared Costs for Required Systems (Note 5).
Shared Costs for Required Operating Software Systems	Varies (Note 6)	Varies (Note 6)	Depending on which system you choose to use for your operations, you may reimburse us for your costs or you may pay the vendor directly. (Note 6)
Shared Costs for Optional Systems (Note 7)	Varies, you will reimburse us for our actual costs (Note 7)	When incurred (Note 7)	You must only reimburse us for these fees, related systems or products you use.
Interest Fee (Note 8)	Prime commercial rate plus 3% as reported by the <u>Wall Street Journal</u> (Midwestern edition) but no less than 12% per year)	When due	This fee is payable if you do not timely pay any amounts due us.
Insurance	Cost of insurance	Immediately when we incur costs	If you fail to obtain or maintain required insurance, then we may obtain insurance and seek reimbursement from you for the cost.
Costs and Attorneys' Fees	Will vary under circumstances	When incurred	We may recover costs and reasonable attorneys' fees.
Indemnification	Will vary under circumstances	When incurred	You must indemnify us for claims related to your operation of the Franchised Business.
Care Platform Service Rate	Base Service Rate: \$18.40 to \$34.90 Enhanced service add-ons: \$0.50_ to \$5.00.	Monthly	Note 9

Notes:

1. Except as otherwise noted in this Item 6, we impose these fees uniformly. These fees are collected by and payable to us and are non-refundable under any circumstance.
2. "Gross Sales" is the aggregate amount of all sales of all services and products, and other goods and services, whether for cash, on credit or

otherwise, made or provided at or in connection with the Franchised Business, including all charges for services performed on behalf of clients. The term “Gross Sales” does not include: (1) any federal, state, municipal or other sales tax, goods and services tax, value-added or other retailer’s excise tax, or any other similar tax on the supply of goods and services collected from clients at the point of sale and that you pay or accrue; or (2) adjustments for net returns on salable goods and discounts allowed to clients on sales. Gross Sales will not be adjusted for uncollected accounts. For purposes of the royalty fee, the sale is made at the earlier of delivery of the service or product, or receipt of payment.

If you participate in the Care Platform, Honor will withhold an amount equal to the Royalty Fee you owe as well as the Marketing Fund contribution and will remit to you your portion of revenue received, less the Royalty Fee and Marketing Fund contribution.

3. Hotel fees are subject to change based on geographic locations and market conditions.
4. At the time of renewal, the Franchise Agreement may contain materially different terms than the Franchise Agreement attached to this disclosure document. You may be required to sign the updated Franchise Agreement at the time of renewal. The updated Franchise Agreement may have different or additional requirements, including an increase or change in the applicable Performance Standard (as described at Item 12), differences in territory rights, increases in the renewal fees, increases in other fees, and implementing new fees.
5. Currently, the following are required systems and you must pay us for the following Shared Costs for Required Systems: Office365, a suite of Microsoft applications and services, including email, to aid in the operation of your Franchised Business; Empower, a learning management system that provides access to our proprietary business and leadership training as well as other training classes and information; ApplicantStack from SwipeClock, an online applicant tracking and onboarding software; Salesforce, a customer relationship and lead management software that manages sales and service inquiries; Invoca a call-tracking and analytics software that allows tracking of advertising sources that drive leads and records calls to the Franchised Business; and Zeewise, the vendor that collects and analyzes financial and operations data through their website. The costs for each, unless otherwise indicated, are as follows:

Microsoft Office365	Full Version - \$21.04 per month, which consists of a subscription fee of \$19.04 and a fee of \$2.00 for Azure Active Directory Security with ForgeRock, plus applicable sales tax per month, per owner and administrative employee user; invoiced monthly and/or Online Only Version - \$11.74 per month, which consists of a subscription fee of \$9.74 and a fee of \$2.00 for Azure Active Directory Security with ForgeRock, plus applicable sales tax per month per owner and administrative employee user; invoiced monthly
Empower	\$15.20 per year, per owner and administrative employee user; invoiced annually in July \$4.00 per year, per Care Professional; invoiced annually beginning in the month after a franchise's Care Professionals begin using the software and then annually in July each year thereafter
ApplicantStack by SwipeClock	\$55.00 per month, per franchise for access to an ApplicantStack account for the business; invoiced monthly
SalesForce	\$9.56 per month, per owner and administrative employee user; invoiced monthly
Invoca	We pay this with no cost to you.
Zeewise	We pay this with no cost to you.

We may change the suppliers or costs at any time upon written notice.

6. Currently, you are required to use either an operating software provided by Honor (directly or through one of its subsidiaries) or the ClearCare operating software system in your Franchised Business. The current cost of the ClearCare software is \$8.25 per active client per month or a minimum of \$120 per month (whichever is higher) but costs may increase to up to \$8.99 per active client per month if the number of Franchised Businesses using ClearCare decreases. You will pay ClearCare the cost of use of the operating software.
7. Currently, you must pay us for the following Shared Costs for Optional Systems: our Click-to-Chat program, a service provided by our Response Team to assist with service and Care Professional inquiries. The costs for the Click-to-Chat Program are \$50.00 per month, per franchise; invoiced quarterly. We may change the suppliers or costs at any time upon written notice.
8. Interest is determined by use of an annual rate of no less than 12% from the date of underpayment.

9. For franchisees using the Care Platform, the Service Rate is an hourly rate Honor or its affiliates charge to provide the Care Platform services based on client hours served via the Care Platform. The Service Rate may vary based on the duration and location of the service, and may contain add-on fees for enhanced services such as high lift and transfer, couples care, and other features. There may be more than one add-on fee applicable to each client. As part of the billing and collection services included in the Care Platform service agreement, Honor issues invoices to clients directly for all hours of service delivered to clients via the Care Platform, retains an amount equal to its Service Rate, Royalty Fee and Marketing Fund, and remits the balance to franchisees on a monthly basis.

ITEM 7

ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Initial Fee (Note 1)	\$54,000	One-half paid upon signing the Deposit Agreement and balance due upon signing the Franchise Agreement	One-half paid upon signing the Deposit Agreement and balance due upon signing the Franchise Agreement	Us
Operating software – 3 months (Note 2)	\$0 - \$500	As Incurred	As Incurred	Vendor, Honor or Us
Training and Living Expenses while Training	\$1,000 - \$1,500	As Incurred	As Incurred	Vendors
Real Estate & Expenses	\$1,500 - \$3,500	(Note 3)	(Note 3)	(Note 3)
Equipment (Note 4)	\$3,000 - \$5,000	Lump Sum	Before Opening	Vendors
Signs	\$1,000 - \$5,000	Lump Sum	Before Opening	Vendors
Miscellaneous Opening Costs, including insurance deposit (Note 5)	\$10,000 - \$20,000	As Incurred	As Incurred	Vendors
Inventory (Note 6)	\$1,000 - \$2,000	As Incurred	As Incurred	Vendors
Advertising – 3 Months	\$1,000 - \$5,000	As Incurred	As Incurred	Vendors or Us

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is Made
Additional Funds – 6 Months (Note 7)	\$40,000 - \$60,000	As Incurred	As Incurred	Vendors
Total (Note 8)	\$112,500 - \$156,500			

Notes:

1. We do not finance any of this fee.
2. We require ongoing and full access to all data and information maintained in connection with the operation of the Franchised Business, including any operating software system.
3. If you do not own adequate office space, you must lease adequate office space. Typical locations are in office park settings. A typical Franchised Business office includes 500-800 square feet. Rent is estimated to be \$8,400 to \$36,000 annually depending on the size, condition and location of the leased premises. For franchisees using the Care Platform, a physical office may not be required by us, but may still be required by local home care licensing laws.
4. This amount may be necessary to purchase a TV, facsimile machine, computer hardware consisting of either a laptop or desktop computer, software, office furniture, decorations, fixtures and incidental supplies.
5. This amount may include security deposits, utilities, business license, incorporation or applicable legal fees and an insurance deposit. The estimated cost for insurance during the first year of operation is \$12,000 to \$15,000, which may not include the cost of workers' compensation. Insurance costs vary from state to state. Workers' compensation rates are based on a percentage of estimated first year payroll. Many states will charge from \$3.00 to \$12.00 per \$100 in payroll. A few states typically charge higher rates, such as California.
6. Exhibit E of this Franchise Disclosure Document details a list of items included with the initial franchise fee. You will, however, need to obtain an inventory of basic office supplies.
7. This is an estimate of the cost of your initial start-up expenses for the first six months after you open your Franchised Business. These expenses include payroll costs and may not include an owner's salary. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the Franchised Business. Your costs will depend on many factors, such as:
 - a. geographic location of your Protected Area;
 - b. whether you manage your franchise yourself or hire a general manager;

- c. employee salaries and benefits, and other employment conditions in your market;
 - d. insurance costs;
 - e. your personal abilities and how effectively you manage your Franchised Business;
 - f. overall efficiency of the operation; and
 - g. the necessity, cost, and difficulty of obtaining a license and engaging personnel as may be required by the license to perform all of the services a Home Instead Franchised Business can offer, including costs as may be incurred due to a delay in receipt of the license.
8. This total estimated initial investment is an estimate based on our experience to date. There may be exceptions in your area that could cause the initial investment to exceed our estimate. This will depend on numerous circumstances including market conditions, fluctuations in cost of equipment, technology costs, and your selection of products, services and vendors.

To our knowledge, there are no other direct or indirect payments in connection with the purchase of the franchise.

Except as described in Item 5, all fees paid to us are nonrefundable under any circumstance. None of the estimated initial investment expenses that you incur are likely to be refunded.

We have relied on our experience in operating Franchised Business offices in Omaha, NE, Phoenix, AZ and St. Louis, MO, and the experience of our franchisees to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. Availability of financing for your Franchised Business will depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In the development and operation of your Franchised Business, you are permitted to use only those brands, types of equipment and supplies which meet the specifications and standards that we prescribe. The Operations Manual outlines these required specifications and standards. We will use updates to the Operations Manual or other written communication to update you on new or modified required specifications and standards.

We select items, equipment, signage and supplies that meet our specifications and standards. We may require you to purchase designated items only from brands and types and models of equipment, signage and supplies we have approved (“Designated Items”) or from certain designated suppliers, which may include us or our affiliates (“Designated Suppliers”). We reserve the right to change, update, or eliminate any Designated Item or Designated Supplier at any time, and you must comply with these changes at your expense.

We also will provide you with a list of previously approved suppliers who sell items, equipment, and supplies meeting our specifications and standards. Examples of supplies, equipment, and fixtures that must meet our specifications and standards include brochures, business cards and stationery, office signage, and company forms. Examples of supplies, equipment, and fixtures that must meet our specifications and standards and must be obtained from the approved suppliers include computer software. In the future, we anticipate that our parent company, Honor, directly or through its subsidiaries will be a designated sole supplier of certain items, including computer software, background check provider services, document signing software and insurance services.

If you desire to purchase any items, equipment or supplies from suppliers that we previously have not approved, you must submit to us written notice of a proposed supplier. We will have 30 days from receipt of written notice to approve or reject the proposed supplier. As a condition of approval, we will be permitted to inspect the supplier’s facility and the products and services to ensure compliance with our specifications and standards. You may not request alternatives to Designated Items or Designated Suppliers.

We generally do not make the criteria for approving suppliers available to you and we do not provide material benefits to you for your use of designated or approved suppliers.

As described in Item 1, for franchisees using the Care Platform, certain services may be performed by Honor (or its affiliate(s)), which may include recruiting, onboarding, training and employing all Care Professionals, providing care management, and client billing and collection services. One or more of our officers have an ownership interest in Honor.

We are not responsible for negotiating purchase agreements with suppliers on your behalf. We may establish specifications and standards for client satisfaction, and you must ensure that the services provided by any supplier meet our standards and specifications for client service.

We may, but have no obligation to, offer a National Accounts Program. From time to time we evaluate opportunities for National Accounts, which might be administered through Honor (or its affiliate) or a third party, as we determine. If we establish a National Accounts Program, and so long as the terms of participation are commercially reasonable, we may require or otherwise allow you to participate in the Program, provided you comply with the standards and procedures of that program as we may describe in the Operations Manual or otherwise in writing.

During the term of the Franchise Agreement, you must maintain in force the types and minimum levels of insurance coverage outlined in the Franchise Agreement and Operations Manual. This insurance coverage must be through a policy issued to you by a licensed insurer. All insurance policies must be written by an insurance company or companies satisfactory to us, in

compliance with the standards, specifications, coverage and limits set forth in the Operations Manual or otherwise provided to you in writing. All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated A or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish periodically. We may also reasonably increase the minimum liability coverage required annually. We may also require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in the industry, or other relevant changes and circumstances.

You must submit to us annually proof of insurance or evidence of the renewal or extension of each insurance policy or any modifications to any insurance policies. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of that insurance, we may obtain insurance coverage on your behalf, in addition to our other rights and remedies.

If we obtain insurance coverage on your behalf, you agree to properly execute any applications and forms required to obtain such coverage. You further agree to pay on demand any cost and premiums we incur or requested directly by the insurer.

We derive revenue from certain approved suppliers from the sale of products and services to franchisees. For the 2023 fiscal year, we derived \$2,511,513 in revenue as a result of certain hardware and software fees. This represents approximately 2% our total revenue of \$131,588,347 and reflects costs associated with our network's use of certain hardware and software products and services. In calendar year 2023, Honor (including affiliates) received \$42,763,948 in revenue from the provision of services to franchisees.

You must purchase an approved operating software system from an approved vendor. See Items 6 and 11 for additional information with respect to the operating software system. In addition, we may require you to use other software systems in the operation of your Franchised Business and, in some cases, we may purchase the software on your behalf and pass those costs through to you.

We currently estimate the cost of the goods and services you must purchase from us, from approved suppliers, or in compliance with our specifications and standards will represent approximately 60% to 70% of the total cost to establish the Franchised Business and 25% to 50% of the cost to operate your Franchised Business.

None of our officers own an interest in any supplier that you are required to use.

Before you use advertising, promotional, and marketing materials, you must send them to us for our review. We must review any materials that we have not prepared or have been modified following our approval. You must submit unapproved marketing materials to us and we will approve or disapprove such materials within 30 days of receipt. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

There currently are no purchasing or distribution cooperatives.

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 obligation in these agreements and other items of this franchise disclosure document.

	Obligation	Section in Agreement	Disclosure document item
a.	Site selection and acquisition/lease	Section 2	Item 11
b.	Pre-opening purchase/lease	Section 2	Items 7 & 8
c.	Site development and other pre-opening requirements	Sections 2 & 3	Items 7, 8 & 11
d.	Franchise and ongoing training	Section 4	Item 11
e.	Opening	Section 3	Item 11
f.	Fees	Sections 8, 9, 14 & 15; Section 4 of Joint Service Agreement	Items 5 & 6
g.	Compliance with standards and policies/operating manual	Section 9; Sections 1 and 8 of Joint Service Agreement	Item 11
h.	Trademarks and proprietary information	Section 5; Section 1 of Joint Service Agreement	Items 13 & 14
i.	Restrictions on products/service offered	Section 9; Section 3 of Joint Service Agreement	Items 8 & 16
j.	Warranty and customer service requirements	Section 9	Item 11
k.	Territorial development and sales quotas	Sections 1 & 2	Item 12
l.	Ongoing product/service purchases	Section 9	Item 8
m.	Maintenance, appearance and remodeling requirements	Section 9	Item 11
n.	Insurance	Section 9; Section 6 of Joint Service Agreement	Items 7 & 8
o.	Advertising	Section 10; Sections 1 and 3 of Joint Service Agreement	Items 7 & 11
p.	Indemnification	Section 7; Section 7 of Joint Service Agreement	Item 6
q.	Owner's participation/management/staffing	Section 9; Sections 2 and 3 of Joint Service Agreement	Items 11 & 15

	Obligation	Section in Agreement	Disclosure document item
r.	Records and reports	Section 12; Section 4 of Joint Service Agreement	Item 11
s.	Inspections and audits	Section 13	Items 6 & 11
t.	Transfer	Section 14; Section 10 of Joint Service Agreement	Item 17
u.	Renewal	Section 15; Section 5 of Joint Service Agreement	Item 17
v.	Post-termination obligations	Section 17; Section 5 of Joint Service Agreement	Item 17
w.	Non-competition covenants	Section 17; Section 5 of Joint Service Agreement	Item 17
x.	Dispute resolution	Section 19; Section 10 of Joint Service Agreement	None
y.	Other: -Confidentiality of Client Health Information Agreement -Marketing Fund -Guaranty of franchisee obligations (Note 1) -Software Access Agreement and Microsoft Participation Agreement	Section 9 Section 11 Section 19	Item 1 Item 6 Item 11 Item 15 Item 22
z.	Performance Standard	Section 1	Item 12

Note 1: Partners and owners with an equitable interest in your Franchised Business, together with their spouses, must sign the Guaranty and Assumption of Obligations (See Attachment 1 to the Franchise Agreement).

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:

We provide the following services and assistance to prepare you to open your Franchised Business:

1. Designate the Protected Area for your Franchised Business (Section 1, Franchise Agreement).
2. Provide you with the approximate number of people aged 65 years and older in your Protected Area (Exhibit A, Franchise Agreement).
3. Provide input regarding the location of your office. You must operate your Franchised Business from an office location within your Protected Area and abide by all local codes, laws, restrictions and statutes in your local area (Sections 2 and 3, Franchise Agreement). We do not review your construction, remodeling or decorating plans.
4. Provide you with a list of things you must accomplish before you attend the franchise training program. We will also provide you with assistance and suggestions on how to accomplish the pre-training requirements (Franchise Agreement, Section 2, Paragraph B).
5. Work with you to understand our Franchise Standards.
6. Furnish you with an initial inventory of imprinted materials, as outlined in Exhibit E to this Franchise Disclosure Document. See Item 8 for requirements on the purchase of materials and supplies.
7. Provide franchise training for up to 2 people, as described below (Franchise Agreement, Section 4, Paragraph A).

Time to Open

You agree to complete the development of and open the Franchised Business within 30 days after the Effective Date of the Franchise Agreement. If you must obtain a license to operate the Franchised Business in the state where the Franchised Business will be operated and you use best efforts to obtain such license, the date by which you must open the Franchised Business is 30 days

after the later of: (a) the Effective Date of the Franchise Agreement; or (b) the date you obtain the license, but no more than 90 days after the Effective Date of the Franchise Agreement.

Post-Opening Obligations:

We provide the following services and assistance once you open your Franchised Business:

1. Provide specialized support, guidance and resources for new franchisees during the first 10 weeks through regular telephone calls, video conferences and email. In addition to this support, following your successful completion of the franchise training program, we will provide ongoing support and assistance to you in establishing and developing your Franchised Business (Franchise Agreement, Section 4).
2. Test market additional products and services, as we determine, throughout the term of the Franchise Agreement (Franchise Agreement, Section 4).
3. Schedule national and other meetings periodically throughout the term of the Franchise Agreement for you and other franchisees. These meetings will be designed to foster your further understanding of the business and to help facilitate the development of business owner relationships. We may require your attendance at these meetings.
4. Conduct advertising, marketing, and public relations activities, as we determine, at the local, regional and national level (Franchise Agreement, Section 10 and 11).
5. May advise you of operational problems and offer you operational assistance as we determine (Franchise Agreement, Section 4, Paragraph C).
6. Make available to you internal practices, books and records relating to the use and disclosure of any protected health information we maintain, transmit, create or receive on behalf of you, as further described in the Confidentiality of Client Health Information Agreement (Franchise Agreement, Exhibit B).
7. Provide you access to the online Operations Manual, which may consist of one or more sections and may incorporate by reference other handbooks, manuals, and other materials during the term of the Franchise Agreement (collectively the “Operations Manual”). The Operations Manual contains mandatory and suggested specifications, standards and operating procedures. The entire Operations Manual is at all times confidential and remains our property. We have the right to modify the Operations Manual at any time to reflect changes in services, specifications, standards and operating procedures, including marketing techniques for your business. No addition or modification may alter your fundamental status and rights. At our option, we may update the Operations Manual on our website or through other electronic methods (Franchise Agreement, Section 4, Paragraph D).

The online, confidential Operations Manual contains the following sections:

<u>Section</u>	<u># of Topics</u>
Brand	6
Business Operations	15
Employees	19
Clients	2
Quality	4

Computer Requirements

You are solely responsible for the acquisition, operation, maintenance and upgrading of your computer system.

Hardware. We require that you purchase either a laptop or desktop computer system to operate your Franchised Business. You may obtain your computer system from any vendor so long as it meets our requirements. Our Technology Team can provide you with preferred vendors for computer system purchases. The current cost of the required computer hardware is about \$1,200, but this amount may not include peripheral equipment or ongoing license, maintenance or support fees.

Software. Currently, we require all franchisees to use either an operating software provided by Honor (directly or through one of its subsidiaries) or the ClearCare software, although we may change this requirement at any time. The current cost of this ClearCare software is \$8.25 per active client per month or a minimum of \$120.00 per month (whichever is higher) but costs may increase to up to \$8.99 per active client per month if the number of Franchised Businesses using ClearCare decreases. You will pay ClearCare the cost of use of the operating software or you will pay Honor (or one of its subsidiaries) for the cost of use of the Care Platform.

We reserve the right to change the operating software provider and fee. If we change any of the required software programs, you will be responsible for the cost of any replacement software. In addition, we may assess a fee for licensing and related maintenance and upgrade costs. There may also be additional maintenance and upgrade fees related to this replacement software.

In addition, we also require you to acquire and use one or more additional designated software programs in the operation of the Franchised Business. You must pay us, our affiliate, or a designated supplier for these required software programs. We may require you to sign a software access or license agreement in connection with your use of the required software programs. You must use and pay for all future updates, supplements and modifications to the required software programs, and we may modify the requirements at any time. As of the issuance date of this disclosure document, the required products include: (1) Empower (learning management system); (2) ApplicantStack from SwipeClock (application and onboarding software); (3) Microsoft Office365 (suite of Microsoft products); (4) Invoca (call-tracking and analytics software); (5) Salesforce (customer relationship and lead management software); and (6) Zeewise (financial collection and analytics software).

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

You are responsible for the security of the hardware and software used in your Franchised Business and must maintain regularly updated antivirus, spyware and firewall protection.

Beginning later in 2024, we will require you to pay us a monthly Technology Fee to help defray the indirect structural costs of creating, implementing and supporting new and existing software and technology platforms such as hosting, integration development, server infrastructure and support that are often not included in direct costs of those software and technology platforms and may also cover direct and indirect costs of technology building on an Honor platform. The monthly Technology Fee will be \$500. We may adjust the Technology Fee at any time with 60 days' prior written notice to you, although we will not increase the Technology Fee by more than 25% each year.

Maintenance and Upgrade Requirements and Costs. We are not obligated to provide any ongoing maintenance, repairs, upgrades or updates for your computer system and software, and none of our affiliates or any other third parties have any obligation to do so. We may require that you purchase a maintenance and support contract for your computer system and software. We reserve the right to change, update, eliminate or replace the software and computer system requirements at any time during the term of your Franchise Agreement, and you are obligated to make these changes to your software and computer system at your expense at the time we implement those changes. There are no contractual limitations on the frequency and cost of your obligation to upgrade or update your software and computer system to meet any new requirements that we implement. We need not reimburse you for any of these costs.

Internet and E-mail Access. We will provide you with a preferred Home Instead email address for business use as a Home Instead franchise owner.

You must have a reliable, redundant high speed Internet connection so that we can send you notices and otherwise communicate with you by this method.

Access to Information. During the term of your Franchise Agreement, we and you will jointly own all information generated by or stored that you use to operate the Franchised Business. We have the right to access all information related to the Franchised Business at any time during the term of your Franchise Agreement and periodically may establish further policies respecting the use or access to such information. Currently, we have independent access to information generated and stored in the Honor and ClearCare software. You must submit monthly financial statements to us through the Zeewise software using the standardized chart of accounts. Sole ownership of all information will revert to us if your Franchise Agreement is terminated, and you must immediately transfer such information to us upon termination.

Payroll/Accounting Systems. We highly recommend you engage a professional accountant or a payroll service to ensure proper preparation of your payroll and accounting/tax records. You

must submit monthly financial statements to us in accordance with the standardized chart of accounts. The standardized chart of accounts will be supplied to you prior to opening.

Marketing Fund

In an effort to be among the most admired brands by increasing brand awareness among target audiences and to take advantage of the efficiencies inherent in a system advertising strategy, we maintain a marketing fund (the “Fund”). We will administer and direct all Fund programs, with the right to make decisions concerning the creative concepts, materials, endorsements and media used and the placement and allocation of all advertising, marketing and public relations materials. We have the right to determine the composition of all geographic territories and market areas for the development and implementation of advertising, marketing and public relations programs (Franchise Agreement, Section 11, Paragraph A).

The Fund may be used to meet all costs and expenses related to promotion of Licensed Marks, the Home Instead network and Home Instead businesses, including (Franchise Agreement, Section 11, Paragraph A):

1. Maintaining, administering, directing and preparing national, regional or local advertising materials; placing national, regional and local advertising programs and public relations activities, including the cost of preparing and conducting public relations programs and television, radio, direct mail, magazine, billboard, newspaper, Internet and other media advertising and marketing activities; and conducting related marketing meetings for franchisees;
2. Employing advertising and marketing agencies and utilizing our administrative personnel to perform advertising, marketing and public relations services;
3. Developing promotional brochures and advertising materials for all Franchised Businesses for purchase by franchisees;
4. Conducting market research, testing and development of new services considered for Franchised Businesses;
5. Reimbursement of our administrative and personnel costs and salaries and overhead associated with advertising, marketing, telemarketing, public relations, market research, client satisfaction, surveys, consumer research and any expenses related thereto;
6. Strategic partnerships to create brand awareness; and
7. Any and all other brand awareness and preservation activities.

The current uses of the Fund are described in the Operations Manual and we periodically may update them.

The Fund may advertise locally, regionally, and/or nationally in printed materials, on the Internet, on radio or television, or in any other manner, as we determine. The Fund may

periodically provide you with samples of advertising, marketing, and promotional formats and materials and public relations materials. Our direct costs of producing these materials will be reimbursed to us from the Fund (Franchise Agreement, Section 11, Paragraph A). In addition, we are not required to spend any amount on advertising in your Protected Area.

We may make available to you for purchase advertising and marketing materials, direct mail materials, merchandising materials, special promotions, public relations materials and similar or dissimilar advertising and marketing materials which may be produced by the Fund (Franchise Agreement, Section 11, Paragraph A).

We account for the Fund separately from other funds and may not use the Fund for our general operating expenses, with the exception that we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administration costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion and marketing materials; and preparing an accounting for Fund contributions (Franchise Agreement, Section 11, Paragraph A).

We may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Fund in that year, and we may make loans to the Fund. We may cause the Fund to invest the surplus for future use by the Fund (Franchise Agreement, Section 11, Paragraph A). We will prepare an unaudited annual report of the operations of the Fund for the prior year which will be available to you upon reasonable request (Franchise Agreement, Section 11, Paragraph A).

Under the Franchise Agreement, we may require you to contribute up to 2% of monthly Gross Sales from the operation of your Franchised Business to us for the expenses and activities of the Fund. We will collect the 2% Fund contribution by automatic electronic funds transfer ("Auto Pay") from all franchises twice per month (on the 15th for the 16th – the last day of the preceding month, and on the last business day of the month for the 1st – 15th of the current month), or upon such other date(s) as we decide. The start date for your Fund contribution will occur in the first one-half month that you invoice Gross Sales of the Franchised Business. For example, if you invoice your first Gross Sales on January 9th, your first Fund contribution will be due on January 31st for the first one-half month's (e.g., first half of January) Gross Sales of the Franchised Business. We reserve the right to determine the percentage of Gross Sales that you must contribute to the Fund (Franchise Agreement, Section 11, Paragraph A).

During our 2023 fiscal year: 92% of the Fund expenditures was spent on advertising, 4% was spent on public relations campaigns and 4% was spent on creative materials.

The Fund is not a trust. We have a contractual obligation to hold all Fund contributions for the benefit of the contributors and to use contributions only for the permitted purposes as described above. We have no fiduciary obligation to you for administering the Fund.

The Fund is intended to maximize recognition of the Licensed Marks and Franchised Businesses. Although we will try to use the Fund to develop advertising and marketing materials

and programs, and to place advertising and marketing and public relations materials that will benefit all Franchised Businesses, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by franchisees operating in that geographic area or that any Franchised Business will benefit directly or in proportion to its Fund contributions from the development of advertising and marketing materials or from the placement of advertising (Franchise Agreement, Section 11, Paragraph A).

We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle and compromise claim(s) by or against the Fund. We assume no other direct or indirect liability or obligations to you for collecting amounts due to, maintaining, directing, or administering the Fund (Franchise Agreement, Section 11, Paragraph A).

We may at any time defer or reduce a franchisee's Fund contributions and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length of time and terminate (and, if terminated, reinstate) the Fund. Although the Fund is intended to be perpetual, we may terminate the Fund at any time. If we terminate the Fund, we will either (a) distribute all unspent monies to franchisees, and to us and our affiliates, in proportion to their and our respective Fund contributions during the preceding 12-month period; or (b) use all money paid to the Fund for the remaining activities of the Fund (Franchise Agreement, Section 11, Paragraph A).

Home Instead businesses operated by us or our affiliates will contribute to the Fund on the same basis as franchisees.

We may form and require you to participate in one or more councils of franchisees to consult with and advise us regarding marketing plans, advertising programs, public relations activities, client surveys and marketing research. The Marketing Advisory Council ("MAC") is comprised of franchisees appointed by us.

Local Advertising

You are not currently required to spend a percentage of your Gross Sales to advertise and promote your Franchised Business. If you choose to advertise locally, all advertising, promotion and marketing materials you use must be completely clear, factual and not misleading, and must conform to our standards and specifications and must also conform to the highest standards of ethical advertising and marketing (Franchise Agreement, Section 10, Paragraph B).

You must list and advertise your Franchised Business in a manner acceptable to us and which is accessible to the general public in your Franchised Business's Protected Area. This may include yellow page listings and advertisements, on-line directories and localized websites.

You are not currently required to participate in a local or regional advertising cooperative. You must participate actively in those advertising, public relations and sales promotion programs we designate.

Advertising Approval

You must submit to us for prior approval samples of all advertising and promotional materials not prepared or previously approved by us. You may not use any advertising or promotional materials that have not been submitted for our written approval. We will approve or disapprove such materials within 30 days of receipt (Franchise Agreement, Section 10, Paragraph B).

Training

You must successfully complete to our satisfaction the franchise training program, which will be conducted in Omaha, Nebraska, or at another location we may designate. During your franchise training program, we will arrange and pay for up to 5 nights of hotel accommodations for you and the other person attending the franchise training program, as needed. You must pay \$1,500 for each additional person who attends training and \$750 for each additional hotel room you request. You must attend and successfully complete the franchise training program and open your Franchised Business within 30 days after the Effective Date of the Franchise Agreement, except if you must obtain a license to operate the Franchised Business in the state where the Franchised Business will be operated and you use best efforts to obtain such license, the date by which you must successfully complete the franchise training program and open the Franchised Business is 30 days after the later of: (a) the Effective Date of the Franchise Agreement; or (b) the date you obtain the license but no greater than 90 days after the Effective Date of the Franchise Agreement. (Franchise Agreement, Section 3, Paragraph C).

The franchise training program is typically offered up to 2 to 3 times per year, as scheduled by us, and consists of the following:

TRAINING PROGRAM

Content	Instructor-led training	Assignments, web-based training and on the job training	Location of training
Operations			
Operations Scorecard – People, Operations, Revenue and Hour Growth	1.5 hours	2 hours	Omaha & Empower Learning Management System (LMS)
Industry Regulations		0.5 hours	LMS
Franchise Standards and Incident Management	1 hour	2 hours	Omaha & LMS
Web Marketing and Social Media	45 minutes	1 hour	Omaha & LMS
Operation Efficiency self-evaluation	1 hour		Omaha
Business Consultation and Action Planning	4 hours		Omaha & LMS
Finance	1 hour	1 hour	Omaha & LMS

Content	Instructor-led training	Assignments, web-based training and on the job training	Location of training
Care Professionals and Key Players			
Recruiting and Hiring	3 hours	1 hour	Omaha & LMS
Orientation, Training and Retention	1.5 hours	0.5 hours	Omaha & LMS
Scheduling	1 hour	1 hour	Omaha & LMS
Call Tracking & Coaching	1 hour	1 hour	LMS
LMS Management		1 hour	LMS
Networking and Sales			
Consultative Sales	2.5 hours	2 hours	Omaha & LMS
RPN Sales Roadmap	2.5 hours		Omaha
Managing RPN Sales hands on lab	1 hour		Omaha
Salesforce	2 hours	2 hours	Omaha & LMS
Client			
Inquiry assessment, care consultation and lead management hands on lab	4 hours	.5 hours	Omaha & LMS
Retention and quality assurance	1 hour		Omaha
The 8 Care Needs		0.5 hours	LMS
Culture			
Class meet & greet		1 hour	Virtual
Lunch with HQ Teams	4 hours		Omaha
Dinner with network operations team	2 hours		Omaha
TOTAL	35.25 hours	17 hours	

*All or some of the franchise training program may be conducted virtually at our option. We reserve the right to change the allocation of the total hours between the subjects listed above.

Our training program leadership are:

1. Paige Emodi, Operations Excellence Title, has 4 years of experience with Home Instead and generally in connection with training activity.
2. Lisa McDonald, Franchise Business Consultant, has 12 years of experience with Home Instead and over 20 years of HR and recruiting experience.

In addition, members of our various teams present as part of the franchise training program, including the Franchise Business Consultants, the Operations Excellence and Franchise Standards team.

ITEM 12

TERRITORY

You are granted the right to operate a Franchised Business within a defined geographic area with an estimated minimum population of 10,000 people aged 65 years and older (“Protected Area”). We utilize a third-party software to gather our demographic data to determine the estimated population within your Protected Area. Your Protected Area will be established by Exhibit A of the Franchise Agreement and defined in reference to a municipality, county or metropolitan statistical area or a portion of a municipality, county or metropolitan statistical area or defined by a map attached to Exhibit A.

We will not license the right to another franchisee to open and operate a Franchised Business nor will we operate a Home Instead business within the Protected Area granted to you by the Franchise Agreement. You are prohibited from soliciting or from providing services to clients outside your Protected Area except as authorized. Services may only be provided within another franchise owner’s exclusive or protected area if that franchise owner has granted you permission in writing to care for the specific individual. You may be authorized by us in the Operations Manual or written communication to provide services outside of your Protected Area if that area is not included in another franchise owner’s exclusive or protected area. The policies and procedures for marketing and sales activities outside an exclusive or protected area are established in the Operations Manual or as communicated to franchisees in writing periodically by us. You do not have the right to use other channels of distribution, such as the Internet, telemarketing or other direct marketing to make sales outside of the territory granted to you. You may enter into cooperative marketing agreements and sales activities with other franchise owners in your area, as allowed by law.

We (on behalf of ourselves and our affiliates) reserve all rights that we don’t specifically grant to you including the following rights:

1. to operate, or to grant to others the right to operate, a Home Instead business at locations and on terms we deem appropriate outside of your Protected Area;
2. to sell the products and services authorized for your Franchised Business under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and under terms we deem appropriate outside the Protected Area;
3. to advertise and sell the products and services authorized as associated with a Franchised Business under the Licensed Marks through dissimilar channels of distribution including by electronic means such as the Internet and websites we

establish and under terms we deem appropriate within and outside the Protected Area;

4. to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of one or more websites using the Licensed Marks;
5. to offer for sale products and services designed for older adults and other individuals who need care that are ancillary or related to the services and needs of older adults and other individuals who need care through our current websites or through other website(s) or through such dissimilar channels of distribution as we determine at our discretion within and outside your Protected Area;
6. to exclusively develop relationships and solicit business on behalf of the System within your Protected Area to further develop our National Accounts Program;
7. to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at Franchised Businesses. We may franchise, license or grant the right to others to temporarily operate those businesses once acquired in order to transition them to the Home Instead network. We may do so regardless of whether these businesses are located or operating within your Protected Area; and
8. to be acquired (whether through acquisition of assets, ownership interest or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Franchised Businesses or by another business, even if such business operates, franchises and/or licenses competitive businesses in your Protected Area.

We are not required to pay you if we exercise any of the rights specified above.

We, and our affiliates, have the right to operate a National Accounts Program and enter into agreements with National Accounts operating both inside and outside the Protected Area. The term “National Accounts” means certain multi-state, multiple location or specialized service clients that we periodically may designate, which directly or through agents or other third parties own, manage, control, or otherwise have responsibility for business in more than one (1) franchisee’s exclusive or protected area. National Accounts may include referral services, group service or purchase organizations, insurance companies, hospital systems, nursing homes, or hospice facilities. Provided the terms of participation are commercially reasonable, you must participate in the National Accounts Program and comply with the terms of the National Accounts Program as described in the Operations Manual or as we otherwise describe in writing. You understand that we will establish the rules under which you will or may participate, and be compensated for participation, in the National Accounts Program and that we may terminate, modify, or replace the National Accounts Program at any time. You must pay then-current fees associated with the National Accounts Program.

On renewal of a franchise, the Protected Area granted to you may be modified and/or the Performance Standard (as described in this document) may be increased or changed. Depending on the demographics of the Protected Area at the time of renewal, and on our standards for

protected areas at the time of renewal, if the Protected Area originally granted to you is larger than the protected area we are then granting to new franchisees, we may require you to accept a protected area upon renewal which is smaller than the Protected Area for the prior term of your Franchise Agreement.

You have no options, rights of first refusal or similar rights to acquire additional franchises. Without our prior written consent, you cannot acquire a direct or indirect ownership interest in another Home Instead business.

Honor and its affiliates offer similar home care services under the trademark “Honor” in Arizona, California, Florida, Illinois, Michigan, Missouri, New Mexico, and Texas. These businesses may operate in exclusive or protected areas of Home Instead franchisees, and we have no obligation to resolve any perceived conflict between our franchisees and Honor regarding territory, clients and support. Honor’s business address is 13323 California Street, Omaha, NE 68154.

To maintain the exclusivity of your Protected Area granted by your Franchise Agreement, you must attain and maintain the minimum monthly performance standard stated in your Franchise Agreement (the “Performance Standard”). The Performance Standard may be increased or changed by us in any renewal Franchise Agreement.

Failure to comply with the Performance Standard is a material default of the Franchise Agreement and is good cause for termination of the Franchise Agreement. In addition, if you do not maintain this Performance Standard or do not comply with the other provisions of your Franchise Agreement, we may reduce the size of your Protected Area or terminate your Franchise Agreement.

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The current Performance Standard is:

		Number of Older Adults									
		<25,000		25,001 - 45,000		45,001 - 65,000		65,001 - 85,000		>85,001	
		Monthly Revenue	Hours	Monthly Revenue	Monthly Hours	Monthly Revenue	Monthly Hours	Monthly Revenue	Monthly Hours	Monthly Revenue	Monthly Hours
Age of Franchise Business (Years)	2	\$27,070	1,000	\$31,131	1,150	\$35,814	1,323	\$41,173	1,521	\$47,345	1,749
	4	\$40,605	1,500	\$46,696	1,725	\$53,707	1,984	\$61,747	2,281	\$71,032	2,624
	6	\$54,140	2,000	\$62,261	2,300	\$71,600	2,645	\$82,347	3,042	\$94,691	3,498
	8	\$67,675	2,500	\$77,826	2,875	\$89,493	3,306	\$102,920	3,802	\$118,377	4,373
	10	\$81,210	3,000	\$93,392	3,450	\$107,414	3,968	\$123,520	4,563	\$142,036	5,247
	12	\$87,978	3,250	\$101,188	3,738	\$116,347	4,298	\$133,807	4,943	\$153,866	5,684
	14	\$94,745	3,500	\$108,957	4,025	\$125,307	4,629	\$144,094	5,323	\$165,723	6,122
	16	\$101,513	3,750	\$116,753	4,313	\$134,240	4,959	\$154,380	5,703	\$177,552	6,559
	18	\$108,280	4,000	\$124,522	4,600	\$143,200	5,290	\$164,694	6,084	\$189,382	6,996
	20	\$115,048	4,250	\$132,318	4,888	\$152,160	5,621	\$174,980	6,464	\$201,211	7,433
	22	\$121,815	4,500	\$140,087	5,175	\$161,094	5,951	\$185,267	6,844	\$213,068	7,871
	24	\$128,583	4,750	\$147,883	5,463	\$170,054	6,282	\$195,554	7,224	\$224,898	8,308
	26	\$135,350	5,000	\$155,653	5,750	\$179,014	6,613	\$205,840	7,604	\$236,727	8,745
	28	\$142,118	5,250	\$163,449	6,038	\$187,947	6,943	\$216,154	7,985	\$248,557	9,182
	30	\$155,653	5,750	\$179,014	6,613	\$205,840	7,604	\$236,727	8,745	\$272,243	10,057

The Performance Standard is subject to change annually in accordance with the Franchise Agreement.

ITEM 13

TRADEMARKS

You may use certain Licensed Marks in operating your Franchised Business. The principal Licensed Marks are:

Trademark	Filing Date	Ser./App. No.	Registration Date	Registration No.
HOME INSTEAD	March 14, 2022	SN:97311175	December 12, 2023	RN: 7239088
HOME INSTEAD	March 14, 1994	SN:74-499372	November 14, 1995	RN: 1,936,060
Home Instead SENIOR CARE and Design 	February 3, 2006	SN:78-806600	March 10, 2009	RN: 3,589,089
TO US, IT'S PERSONAL	October 27, 2008	SN:77-601239	October 6, 2009	RN: 3,693,990

Trademark	Filing Date	Ser./App. No.	Registration Date	Registration No.
TO US, IT'S PERSONAL	April 29, 2021	SN:90680553	April 18, 2023	RN: 7028489
Design 	November 12, 2020	SN: 90316050	November 16, 2021	RN: 6,564,316
Design 	November 12, 2020	SN: 90316053	November 16, 2021	RN: 6,564,317
Design  Home Instead.	November 12, 2020	SN: 90316037	November 16, 2021	RN: 6,564,314
Design  Home Instead.	November 12, 2020	SN: 90316044	November 16, 2021	RN: 6,564,315

We own the Licensed Marks and have registered the Licensed Marks listed above on the Principal Register of the United States Patent and Trademark Office (“USPTO”). Required affidavits have been filed in connection with several of the registrations, as well as renewal filings for certain of these registrations.

We grant you the right to operate your Franchised Business utilizing the Licensed Marks. You may also use additional trademarks and service marks developed by us to operate your Franchised Business. You may not use the trademarks or branding of Honor or its affiliates without written permission.

You must follow our standards and procedures when you use the Licensed Marks, including giving proper notices of trademark and service mark registration and obtain fictitious or assumed name registrations required by law. You may not use any Licensed Mark in any of the following ways:

1. in your corporate or legal business name;
2. with modifying words, terms, designs, or symbols (except for those we license to you);
3. in selling any unauthorized services or products or selling or promoting any product or service of a business in which you have an ownership interest; or

4. as part of any domain name, home page, electronic address or otherwise in connection with a website unless we give our prior written consent.

In addition, you may not give vendors and others the right to use the Licensed Marks. In the event we establish new Licensed Marks, you must display these marks in connection with our specifications and must assume all costs associated with changes to Licensed Marks or for the introduction of new Licensed Marks. You may not use any other mark, name, commercial symbol or logo in connection with the operation of your Franchised Business.

There currently are no effective material determinations by the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition, or cancellation proceeding or any pending material litigation involving the principal Licensed Marks. We do not actually know of either superior rights or infringing uses that could materially affect your use of the Licensed Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Licensed Mark, or of any person's claim of any rights in any Licensed Mark, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding the infringement, challenge or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge or claim. You must assist us in protecting and maintaining our interests in any litigation or USPTO or other proceeding.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Licensed Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. You are responsible for your direct expenses of changing the signage of your Franchised Business. We will not reimburse you for any expenses or loss of revenue due to any modified or discontinued Licensed Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

We are the lawful and sole owner of the domain name "homeinstead.com" which domain name incorporates our trademark. We have also registered other domain names that may be relevant to the operation of a Home Instead franchise. You may not register any of the Licensed Marks that we now or hereafter own or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names including generic and country code top level domain names available at the present time or in the future. We retain the sole right to advertise the System and to sell products or services on the Internet and to create, operate, maintain and modify, or discontinue the use of a website using the Licensed Marks.

Any (1) linking or framing of our website; (2) addition of code such as pixels, cookies, forms or links that collect data about website visitors; (3) conducting any business or offering to sell or advertise any products or services on the worldwide web; and (4) creating or registering any Internet domain name in connection with your franchise must be consistent with and satisfy all Home Instead brand standards.

You must not contest, directly or indirectly, our ownership of the Licensed Marks, trade secrets, methods and procedures which are a part of the Home Instead System. You must not register, seek to register or contest our sole right to register, use or license others to use the Licensed Marks, names, information and symbols.

Any goodwill associated with the Licensed Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit.

ITEM 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not now own any rights to any patent which is material to the franchise.

We claim copyright protection for the Operations Manual and for certain other written materials developed by us to assist you in the operation of your Franchised Business. We also claim copyright protection for the training manual(s) which we provide to you and which you must treat as confidential information. You are prohibited from copying or otherwise reproducing or making the Operations Manual, training manual(s) and such other written materials available to any unauthorized person. All proprietary information provided to you must be returned to us immediately if the Franchise Agreement is terminated or expires. We have not registered these copyrights with the United States Register of Copyrights but need not do so at this time to protect them.

We have a copyright for the book titled “Confidence to Care: A Resource for Family Caregivers Providing Alzheimer’s Disease or Other Dementias Care at Home” (for each of the US, Canadian, UK, Irish and Dutch versions).

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use, or allow others to use, the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

You must not directly or indirectly contest our right to our claimed copyrights that are a part of the Home Instead system. You must notify us immediately if you learn about an infringement, challenge to or unfair competition by others involving our claimed copyrights. We will take the action we think is appropriate. We have no obligation to defend you or to prosecute any legal action against others with respect to any infringement, unfair competition or other claim related to any claimed copyrights.

We need not protect or defend copyrights, although we intend to do so if in the Home Instead System’s best interest. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

We possess certain proprietary or confidential information relating to the operation of Home Instead Franchised Businesses, including training manuals, procedures, processes, methods, marketing techniques, client service, networking and other information which we deem as valuable and confidential (“Confidential Information”), some of which may constitute a Trade Secret as such term is defined in the Franchise Agreement. We disclose to you Confidential Information through our training program, the confidential Operations Manual, guidance to you during the term of the Franchise Agreement and otherwise, solely for your use in the development and operation of your Franchised Business during the term of the franchise.

You will not acquire any interest in the Confidential Information other than the right to utilize it in your Franchised Business, and must not use the Confidential Information in any other business or capacity. You must maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement, and must not make any unauthorized copies of any portions of the Confidential Information. You must adopt and implement all reasonable procedures we prescribe to prevent unauthorized use, duplication, or disclosure of the Confidential Information, to require any of your employees who have access to such Confidential Information to sign non-disclosure and non-competition agreements, to the extent permitted by law, and to require vendors and others who have access to such Confidential Information to sign non-disclosure agreements.

All ideas, concepts, techniques and materials concerning a Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property and part of our System, and a “work made for hire” for us. To the extent any item does not qualify as a work made for hire for us, you assign ownership of that item and all related rights to that item to us. At your sole cost, you must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We require that either you personally supervise the Franchised Business, or you or your corporation, partnership or limited liability company must employ a manager who must be responsible for the full-time, on-premises supervision of the business and who has successfully completed the Home Instead franchise training program. We may require your manager to have an ownership interest in a corporation, partnership or limited liability company which owns the franchise. The manager must sign a written agreement to maintain the confidentiality of the trade secrets described in Item 14 and conform with the covenants not to compete similar to that described in Item 17. We may also require that the primary Principal Owner use full-time and personal best efforts to operate the Franchised Business should the Franchised Business fail to meet minimum operating or performance standards. Partners and owners with an equitable interest in you, together with their spouses, must sign the Guaranty and Assumption of Obligations (see Attachment 1 to the Franchise Agreement). All members of your immediate family and the

immediate family of your owners/partners are bound by all confidentiality and non-competition covenants of the agreement, whether or not they are involved in the operation of the Franchised Business.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer and provide services within the scope we allow (the “Approved Services”). Approved Services will include companionship services, home helper services, personal care, nurse directed services and any other specialized services, as determined and defined by us unless otherwise provided in the Operations Manual. We have the right to add or subtract from the list of Approved Services. The Care Platform currently does not support nurse directed services. In addition, there may be specific care tasks within the remaining Approved Services that are not currently available on the Care Platform, as outlined in the Operations Manual. The Care Platform also includes minimum hours requirements and restrictions on certain third-party payors, as further described in the Operations Manual.

You are not allowed to market, solicit sales or provide services outside your Protected Area granted to you by the terms of the Franchise Agreement (see Items 8 and 12 for more information on restrictions). You may not, without our prior written approval, offer any services or products we have not then authorized for your Franchised Business.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the Franchise Agreement and related agreements. You should read these provisions in the Franchise Agreement in Exhibit B to this disclosure document.

	Provision	Section in Franchise Agreement	Summary
a.	Length of the franchise term	Section 1	Term of Franchise Agreement is 5 years.
b.	Renewal or extension	Section 15	If the transaction giving rise to the signing of the Franchise Agreement was a transfer between parties who are not affiliates of each other or the purchase of a new location then, upon expiration of the Term, if you satisfy the applicable conditions of renewal, you may renew for an additional term of 5 years under the same terms and conditions of the Franchise Agreement.

	Provision	Section in Franchise Agreement	Summary
			In all other cases, you may renew your franchise under our then-current form of standard franchise agreement, provided you satisfy each of the conditions to renewal.
c.	Requirement for franchisee to renew or extend	Section 15	Except as provided below, to renew the Franchise for an additional term, you must satisfy each of the following conditions before or at the time of renewal: (1) you must have provided us with written notice of your desire to exercise your right to renew at least 180 days before the expiration of this Franchise Agreement; (2) you must not be in default of any provision of the Franchise Agreement, any amendment or successor or any other agreement between you or any of your affiliates and us or any of our affiliates, and must not have any uncured defaults under an open notice of breach of any standards or other requirements stated in the Franchise Agreement or Operations Manual; (3) you must present satisfactory evidence that you have the right to remain in possession of the premises then occupied by the Franchised Business or obtain our approval of a new site for the operation of the Franchised Business; (4) you (and your Principals) must pay us a renewal fee of \$5,000, which must be paid at the time you sign the renewal franchise agreement; (5) you must sign the then-current form of the franchise agreement and any ancillary agreements we customarily use in the grant of franchises for the ownership and operation of a Home Instead business, including a general release related to any prior franchise agreement (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise), and which agreement may contain terms and conditions that are materially different from those in this Franchise Agreement and that require you to comply with the specifications and standards then applicable for new Home Instead businesses, and (6) you must comply with our then-current qualification and training requirements including any renewal training we require. If the transaction giving rise to the signing of the Franchise Agreement was a transfer between parties who are not affiliates of each other or the purchase of a new location, then to renew the Franchise for an additional term, you must satisfy each of the following conditions before or at the time of renewal: (1) have provided us with written notice of our desire to exercise your right to renew at least 180 days before the expiration of the Franchise Agreement; (2) not be in default of any provision of the Franchise Agreement, any amendment or successor or any other agreement between you or any of your affiliates and us or any of our affiliates, and must not have any uncured defaults under an open notice of breach of any standards or other requirements stated in the Franchise Agreement or Operations Manual; and (3) pay us a renewal fee of \$5,000, which must be paid at the time you sign the renewal franchise agreement. You

	Provision	Section in Franchise Agreement	Summary
			must be in compliance with our then-current specifications and standards.
d.	Termination by franchisee	None	None
e.	Termination by franchisor without cause	None	None
f.	Termination by franchisor with cause	Section 16	We may terminate the Franchise Agreement if you are in default under the terms of the Franchise Agreement.
g.	“Cause” defined – curable defaults	Section 16	You fail to obtain lawful possession of an approved location for the Franchised Business; or fail to attend and satisfactorily complete the Franchise Training Program; or fail to attend and satisfactorily complete any required supplemental or refresher training programs; or fail to timely pay royalty fees, interest, marketing fund or advertising contributions, amounts due for purchases from us or our affiliates, or other payments due to us or our affiliates; or fail to comply with the Performance Standard; or fail to timely pay amounts due to trade accounts in the operation of the Franchised Business; or fail to comply with any mandatory training standard; or fail to use all required software and systems in operating the Franchised Business; or, where required, fail to: (i) sign up for National Accounts business, where such terms are commercially reasonable, upon completion of training, (ii) service a National Account in accordance with the National Accounts contract or bid or the guidelines contained in the Operations Manual, or (iii) assist us in resolving a National Accounts service dispute; or fail to comply with any other provision of the Franchise Agreement or any mandatory specification, standard or operating procedures we prescribe, including any procedure or requirement stated in the Operations Manual; provided that if the nature of your default makes it not curable, we may terminate the Franchise Agreement pursuant to Section 16 of the Franchise Agreement. All of your obligations which expressly or by their nature survive or are intended to survive the expiration or termination of the Franchise Agreement will continue in full force and effect subsequent to the expiration or termination of the Franchise Agreement until they are satisfied in full or by their nature expire.
h.	“Cause” defined – noncurable defaults	Section 16	You are insolvent, make an assignment for the benefit of credits, make a bankruptcy filing or is the subject of a bankruptcy; fail on 3 or more separate occasions to comply with a material provision of the Franchise Agreement, whether or not failure to comply is corrected after notice is sent to you either during the Term or within the last 5 years prior to the date of the notice of default; or you fail to develop the Franchised Business or open the Franchised Business for business as required pursuant to the Franchise Agreement; or you, any of the Principals, or any manager of the Franchised Business has ever (a) been or is convicted of,

	Provision	Section in Franchise Agreement	Summary
			or has ever entered or enters a plea of nolo contendere to a felony, a crime involving moral turpitude, or any other crime, offense or violation of any Anti-Terrorism Laws or (b) been or is denied a license to operate a business or had or has a license to operate a business revoked and we believe it is reasonably likely to have an adverse effect on the System, the Licensed Marks, the goodwill generated by or associated with same, or our interests; or an immediate threat or danger to the health or safety of your clients or the public in general results from the operation of the Franchised Business; or you fail to conduct a criminal background investigation or drug screening on any employee prior to employment; or you provide Approved Services or non-approved services in another franchisee's Protected Area without the express written approval of such franchisee; or you or any of your Principals provides Approved Services from any other business or by any other entity not operated as a Home Instead business; or you provide any service not authorized by us; or you make any unauthorized use of the Licensed Marks; or you abandon or surrender the premises of the Franchised Business or fail to actively operate the Franchised Business; or you have made a material misrepresentation or omission in the application for the franchise; or if (a) you make an unauthorized assignment or transfer of the Franchise Agreement, the Franchised Business or an ownership interest in you or (b) you or any of your Principals purchases or accepts the transfer of any ownership interest in any other Home Instead business without our prior written consent; or you or any of your Principals or employees falsely alters or forges any documentation or otherwise attempts to conceal operational deficiencies; or you or any of your Principals engages in conduct which has or which we reasonably believe will reflect materially and unfavorably upon the operation and reputation of the Franchised business, the System, any Home Instead business, or the Licensed Marks, or related goodwill, either during the Term or prior to entering into the Franchise Agreement; or you make any unauthorized use or disclosure of the Confidential Information or the Operations Manual; or you violate any of the covenants contained in the Franchise Agreement; or you fail to obtain and maintain the required insurance coverage; or you and/or any Principal, or any of your affiliates or that affiliate's principals, has violated a material provision of any other agreement with us, Honor or their affiliates, including any other franchise agreement or the Confidentiality of Client Health Information Agreement, and such violation is non-curable or is curable and you and/or a Principal fails to cure within the applicable cure period; or the nature of your default makes it not curable. A provision in the Franchise Agreement which terminates the Franchise Agreement upon your bankruptcy

	Provision	Section in Franchise Agreement	Summary
			may not be enforceable under Title 11, United States Code Section 101.
i.	Franchisee's obligations on termination/ nonrenewal	Section 17	Termination of the Franchise Agreement will require removal of identification, payments of amounts due, payment of damages and immediate return of all Operations Manuals and all software or other programs licensed by us to you or any of the Principals used in connection with the Franchised Business, records, files, instructions, correspondence, all materials related to operating the Franchised Business, including agreements, invoices, and all other materials relating to the operation of the Franchised Business in your possession. Fees paid prior to the termination for the licensing or use of any software licensed by us is non-refundable.
j.	Assignment of contract by franchisor	Section 14	No restrictions on our right to assign.
k.	"Transfer" by franchisee – definition.	Section 14	Includes transfer of contract or assets or ownership change.
l.	Franchisor approval of transfer by franchisee	Section 14	We must approve all transfers but will not unreasonably withhold approval.
m.	Conditions for Franchisor approval of transfer	Section 14	New franchisee is approved, transfer fee paid, purchase agreement approved, training arranged, release signed by you, current franchise agreement signed by new franchisee and new franchisee's Principals and spouses sign guaranty. Transferring Franchisee and Principals must be in full compliance with the Franchise Agreement and execute a non-compete agreement.
n.	Franchisor's right of first refusal to acquire franchisee's business	Section 14	We or our affiliates can match and purchase any offer for your Franchised Business.
o.	Franchisor's option to purchase your business	None	None
p.	Death, disability, or incapacitation of franchisee	Section 14	Franchised Business must be transferred to an approved buyer within twelve months. If your ability to competently operate the Franchised Business is adversely affected, a competent manager must be appointed within a reasonable time, not to exceed ten days.
q.	Non-competition covenants during the term of the franchise	Section 5	No involvement in a competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	Section 17	Own, maintain, operate, make loans to, or have any other financial or beneficial interest in (including any type of interest in any corporation, partnership, trust, limited liability company, unincorporated association, joint venture, or other entity), or advise or assist, any business that focuses on older adults and other individuals who need care and

	Provision	Section in Franchise Agreement	Summary
			provides services within the scope of Approved Services to older adults and other individuals who need care within the Protected Area granted to you, 45 miles of the outside border of the Protected Area; or the exclusive or protected area granted to any other Home Instead business operated by another franchisee, us or any of our affiliates.
s.	Modification of the agreement	Section 18, 4	No modifications generally, except in writing. Operations Manual may be modified by us.
t.	Integration/merger clause	Section 22	Only the terms of the Franchise Agreement, together with all exhibits and ancillary agreements executed contemporaneously with it, are binding (subject to state law).
u.	Dispute resolution by arbitration or mediation	None	None
v.	Choice of forum	Section 18	Federal or state court in Douglas County, Nebraska (subject to state law)
w.	Choice of law	Section 18	Nebraska law applies (subject to state law)

JOINT SERVICE AGREEMENT

This table lists certain important provisions of the Joint Service Agreement and related agreements. You should read these provisions in the Joint Service Agreement in Exhibit I to this disclosure document.

	Provision	Section in Joint Service Agreement	Summary
a.	Length of the franchise term	Section 5(a)	Concurrent with the term of the Franchise Agreement.
b.	Renewal or extension	Section 5(a)	Joint Service Agreement (JSA) will automatically renew for consecutive periods concurrent with the Franchise Agreement, unless either party gives 90 days' written notice before expiration of the term that it does not wish to renew.
c.	Requirement for franchisee to renew or extend	Section 5(a)	JSA will automatically renew for consecutive periods concurrent with the Franchise Agreement, unless either party gives 90-day written notice prior to the expiration of the term that it does not wish to renew.
d.	Termination by franchisee	Section 5(b)	You may terminate upon at least 30 days' notice of any breach by Honor that is not cured within 30 days following the written notice. If a breach is not curable within the 30-day period, you may terminate on 30 days' written notice. May terminate upon 10 days' written notice if Honor loses its legal ability to provide home care.
e.	Termination by franchisor without cause	None	None

	Provision	Section in Joint Service Agreement	Summary
f.	Termination by franchisor with cause	Section 5(b)	May terminate upon at least 30 days' notice of any breach that is not cured within 30 days following the written notice. If a breach is by its nature not capable of being cured within such 30-day period, then may terminate on 30 days' written notice. May terminate upon 10 days' written notice if you lose your legal ability to provide home care. If the Franchise Agreement is terminated, the JSA will also terminate.
g.	"Cause" defined – curable defaults	Section 5(b)	30 days to cure defaults under the JSA.
h.	"Cause" defined – noncurable defaults	Section 5(b)	May terminate upon 30 days' written notice.
i.	Franchisee's obligations on termination/ nonrenewal	Section 5(d)	Parties will determine a transition date by which all responsibilities for providing service to clients will be transitioned back to you.
j.	Assignment of contract by franchisor	Section 10(f)	Honor may assign the JSA to an affiliate or an entity that acquires all or substantially all of the stock or assets of Honor. Otherwise, Honor must obtain your prior written consent to assign any interest or obligation under the JSA.
k.	"Transfer" by franchisee – definition.	Section 10(f)	May assign any interest or obligation under the JSA with prior written consent.
l.	Franchisor approval of transfer by franchisee	Section 10(f)	Honor must approve all transfers.
m.	Conditions for Franchisor approval of transfer	Sections 5(c) and 10(f)	Must obtain Honor's consent to transfer the JSA. If franchise is transferred, the JSA will also be assigned to the transferee of such franchise.
n.	Franchisor's right of first refusal to acquire franchisee's business	None	None
o.	Franchisor's option to purchase your business	None	None
p.	Death, disability or incapacitation of franchisee	None	None
q.	Non-competition covenants during the term of the franchise	Section 3(b)	You will not: (a) provide Approved Services (as defined in the Franchise Agreement) outside of the JSA; or (b) partner with any other business to provide the Approved Services.
r.	Non-competition covenants after the franchise is terminated or expires	Section 5(d)	During the 2-year period immediately following termination, you will not solicit any Honor Care Professionals who are not associated with current clients under the Honor Care Platform. You are not prohibited from employing Honor Care Professionals who are not associated with current clients under the Honor Care Platform.

	Provision	Section in Joint Service Agreement	Summary
s.	Modification of the agreement	Sections 3(c) and 10(g)	No modifications generally, except in writing. Operations Manual may be modified by Honor and us.
t.	Integration/merger clause	Section 10(g)	Only the terms of the Franchise Agreement, the JSA, and all related exhibits and ancillary agreements are binding (subject to state law). Any representations or promises outside of the Franchise Disclosure Document, Franchise Agreement, and JSA may not be enforceable.
u.	Dispute resolution by arbitration or mediation	None	None
v.	Choice of forum	None	None
w.	Choice of law	Section 10(b)	Nebraska law applies (subject to state law)

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote the Home Instead franchise network.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits us 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) we provide the actual records of an existing outlet that you are considering buying; or (2) we supplement the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

For purposes of this Item 19, "Gross Sales" means the aggregate amount of all sales of all services and products, and other goods and services, whether for cash, on credit or otherwise, made or provided at or in connection with the Franchised Business, including all charges for services performed. Gross Sales does not include 1) any federal, state, municipal or other sales tax, goods and services tax, value-added or other retailer's excise tax, or any other similar tax on the supply of goods and services collected from clients at the point of sale and that you pay or accrue, if such taxes are separately stated when the client is charged and if such taxes are paid to the appropriate taxing authority or 2) adjustments for net returns on salable goods and discounts allowed to clients on sales. In addition, Gross Sales does not include the amount of any refunds, chargebacks, credits and allowances given in good faith to clients by franchisees and the amount of mileage and out-

of-pocket expenses incurred by and reimbursed to franchisees' employees in connection with providing services to clients. The information in this Item 19 relates to Home Instead U.S. Franchised Businesses and does not include information respecting Home Instead businesses operated by our affiliates.

I. Statement of Average Gross Sales and Client Hours Served for All Home Instead U.S. Franchised Businesses

The Gross Sales data in the table below is based upon information reported to us by the 614 Home Instead U.S. Franchised Businesses in operation as of December 31, 2023, on an individual per-franchise basis. The Gross Sales does not include 3 Franchised Businesses created from a subdivision of 2 existing territories in which operations have not yet been separately launched.

2023 Gross Sales										
Years in Business										
Revenue by Category	0-2 years	3-4 years	5-7 years	8-10 years	11-15 years	16-20 years	21-25 years	26+ years	Grand Total	%
\$7,500,000+						1	6	3	10	2%
\$4,500,000 - \$7,499,999			1	1	3	7	11	11	34	6%
\$3,000,000 - \$4,499,999		1	3	3	6	9	40	26	88	14%
\$2,000,000 - \$2,999,999		2	7	5	14	39	88	44	199	30%
\$1,500,000 - \$1,999,999		1	3	3	10	32	44	20	113	18%
\$1,000,000 - \$1,499,999	1	3	5	6	11	21	38	13	98	16%
\$500,000 - \$999,999		4	6	5	6	10	12	8	51	8%
\$0-\$499,999	12	2	3					1	18	3%
Grand Total	13	13	28	23	50	119	239	126	611	
%	2%	2%	5%	4%	8%	19%	39%	21%		

The Gross Sales and Client Hours Served data in the tables below is based upon information reported to us by the 603 Home Instead U.S. Franchised Businesses in operation during the entire calendar year ending December 31, 2023, on an individual per franchise basis. The Gross Sales and Client Hours Served data does not include 3 Franchised Businesses created from a subdivision of 2 existing territories in which operations have not yet been separately launched. The Gross Sales and Client Hours Served data also does not include any Franchised Businesses that closed in calendar year 2023 as well as 8 Franchised Businesses that opened during calendar year 2023 and were open as of the end of calendar year 2023.

Number of Franchised Businesses	Average Gross Sales	Number and Percentage of Franchised Businesses Meeting or Exceeding Average	Median Gross Sales Per Franchised Business	Highest Franchised Business Gross Sales	Lowest Franchised Business Gross Sales
603	\$2,391,458	242 / 40%	\$2,093,610	\$9,251,445	\$130,663

Number of Franchised Businesses	Average Client Hours Served	Number and Percentage of Businesses Meeting or Exceeding Average	Median Client Hours Served Per Franchised Business	Highest Client Hours Served Per Franchised Business	Lowest Client Hours Served Per Franchised Business
603	75,794	227/38%	66,671	333,454	6,478

II. Statement of Average Gross Sales and Client Hours Served for Home Instead U.S. Franchised Businesses Utilizing the Care Platform

The following table shows average growth in Gross Sales for all 25 Franchised Businesses that have been in operation and using the Care Platform for a minimum of 12 months as of March 31, 2024, on an individual per franchise basis. These results exclude 17 Franchised Businesses that have been using the Care Platform for less than 12 months as of March 31, 2024, as well as 3 Home Instead businesses owned and operated by our affiliates.

The table shows average growth in Gross Sales over a 12-month period by comparing total Gross Sales for each Franchised Business for the 12-month period ending March 31, 2024 compared to the 12-month period ending March 31, 2023.

Number of Franchised Businesses	Average Gross Sales Growth	Number and Percentage of Franchised Businesses Meeting or Exceeding Average	Median Gross Sales Growth Per Franchised Business	Highest Franchised Business Gross Sales Growth	Lowest Franchised Business Gross Sales Growth
25	11%	10 / 40%	2%	95%	-48%

The following table shows average growth in Client Hours Served for all 25 Franchised Businesses that have been in operation and using the Care Platform for a minimum of 12 months as of March 31, 2024, on an individual per franchise basis. These results exclude 17 Franchised Businesses that have been using the Care Platform for less than 12 months as of March 31, 2024, as well as 3 Home Instead Franchised Businesses owned and operated by our affiliates.

The table shows average growth in Client Hours Served over a 12-month period by comparing total Client Hours Served for each Franchised Business for the 12-month period ending March 31, 2024 compared to the 12-month period ending March 31, 2023.

Number of Franchised Businesses	Average Client Hours Served Growth	Number and Percentage of Franchised Businesses Meeting or Exceeding Average	Median Client Hours Served Growth Per Franchised Business	Highest Franchised Business Gross Sales Growth	Lowest Franchised Business Gross Sales Growth
25	6%	10 /40%	-6%	96%	-50%

The following table shows average growth in Gross Sales for all 7 Franchised Businesses that have been in operation and using the Care Platform for less than 12 months but a minimum of 6 months as of March 31, 2024, on an individual per franchise basis. These results exclude the 10 Franchised Businesses that have been using the Care Platform for less than 6 months as of March 31, 2024, as well as the 25 Franchised Businesses reported above that have been using the Care Platform for more than 12 months as of March 31, 2024, and the 3 Home Instead businesses owned and operated by our affiliates.

The table shows average growth in Gross Sales over a 6-month period by comparing total Gross Sales for each Franchised Business for the 6-month period ending March 31, 2024 compared to the 6-month period ending September 30, 2023.

Number of Franchised Businesses	Average Gross Sales Growth	Number and Percentage of Franchised Businesses Meeting or Exceeding Average	Median Gross Sales Growth Per Franchised Business	Highest Franchised Business Gross Sales Growth	Lowest Franchised Business Gross Sales Growth
7	20.1%	1/14%	5.5%	136%	-22.2%

The following table shows average growth in Client Hours Served for all 7 Franchised Businesses that have been in operation and using the Care Platform for less than 12 months but a minimum of 6 months as of March 31, 2024, on an individual per franchise basis. These results exclude the 10 Franchised Businesses that have been using the Care Platform for less than 6 months as of March 31, 2024, as well as the 25 Franchised Businesses reported above that have been using the Care Platform for more than 12 months as of March 31, 2024, and the 3 Home Instead businesses owned and operated by our affiliates.

The table shows average growth in Client Hours Served over a 6-month period by comparing total Client Hours Served for each Franchised Business for the 6-month period ending March 31, 2024 compared to the 6-month period ending September 30, 2023.

Number of Franchised Businesses	Average Client Hours Served Growth	Number and Percentage of Franchised Businesses Meeting or Exceeding Average	Median Client Hours Served Growth Per Franchised Business	Highest Franchised Business Gross Sales Growth	Lowest Franchised Business Gross Sales Growth
7	16%	1/14%	2.2%	131.9%	-24.8%

The Franchised Businesses whose data is included in the tables in Section I above are substantially similar to the franchises we are offering in this disclosure document, and their services are the same as those to be offered and sold by you. The Franchised Businesses whose data is included in the tables in Section II above reflect only those franchises that use the Care Platform as further described in Item 1 above and enter into a Joint Services Agreement with Honor. Currently, the services provided to Franchised Businesses through the Care Platform include recruitment, onboarding, training, and employing Care Professionals, care management, and client billing and collection in accordance with the Operations Manual. Franchisees using the Care Platform remain responsible for providing client outreach and awareness, performing in-home consultations and assessments of clients' needs, completing all client onboarding processes, reassessments, and providing ongoing client management in accordance with the Operations Manual.

You are strongly encouraged to consult with your own financial advisors in reviewing the information in the tables above, and in particular, in estimating the Gross Sales that you may achieve in operating your own Home Instead Franchised Business.

The Gross Sales data in the tables above do not contain any information regarding the cost of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Sales to obtain your net income or profit. We recommend that you conduct an independent investigation of costs and expenses you will incur in operating your Franchised Business. Current franchisees and former franchisees listed in this disclosure document may be one source of this information.

The information in the tables above has been prepared by our management from royalty records reported to us by our franchisees and has not been independently audited, but we do not have any reason to believe it is not reliable. We will provide you with written substantiation of the data used to prepare the information presented in this Item 19 upon reasonable written request.

Some Franchised Businesses have earned this amount. Your individual results may differ. There is no assurance you will earn as much.

Other than the preceding financial performance representation, we do not make any financial performance 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 our management by contacting Home Instead, Inc., 13323 California Street, Omaha, NE 68154, (402) 498-4466, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20

OUTLETS AND FRANCHISEE INFORMATION

**TABLE NO. 1
SYSTEM-WIDE OUTLET SUMMARY
FOR YEARS 2021 TO 2023**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	609	609	0
	2022	609	613	+4
	2023	613	614	+1
Company-Owned	2021	2	3	+1
	2022	3	3	0
	2023	3	3	0
Total	2021	611	612	+1
	2022	612	616	+4
	2023	616	617	+1

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR OR AN AFFILIATE)
FOR YEARS 2021 TO 2023

State	Year	Number of Transfers
Alabama	2021	0
	2022	1
	2023	0
Arizona	2021	2
	2022	0
	2023	1
Arkansas	2021	0
	2022	1
	2023	0
California	2021	0
	2022	8
	2023	6
Colorado	2021	3
	2022	0
	2023	0
Connecticut	2021	1
	2022	0
	2023	1
Florida	2021	3
	2022	3
	2023	2
Georgia	2021	1
	2022	1
	2023	1
Idaho	2021	1
	2022	0
	2023	1
Illinois	2021	0
	2022	0
	2023	5

State	Year	Number of Transfers
Indiana	2021	2
	2022	0
	2023	1
Iowa	2021	0
	2022	0
	2023	1
Kansas	2021	0
	2022	0
	2023	2
Kentucky	2021	2
	2022	2
	2023	3
Maine	2021	0
	2022	1
	2023	1
Maryland	2021	2
	2022	0
	2023	3
Massachusetts	2021	1
	2022	2
	2023	0
Michigan	2021	1
	2022	2
	2023	0
Minnesota	2021	0
	2022	0
	2023	1
Mississippi	2021	1
	2022	0
	2023	0
Missouri	2021	0
	2022	2
	2023	1

State	Year	Number of Transfers
Nebraska	2021	1
	2022	0
	2023	0
New Jersey	2021	0
	2022	1
	2023	0
New York	2021	0
	2022	0
	2023	1
North Carolina	2021	0
	2022	1
	2023	1
Ohio	2021	4
	2022	2
	2023	5
Oklahoma	2021	0
	2022	3
	2023	0
Oregon	2021	1
	2022	1
	2023	0
Pennsylvania	2021	1
	2022	4
	2023	4
South Carolina	2021	2
	2022	1
	2023	0
South Dakota	2021	0
	2022	0
	2023	1
Tennessee	2021	0
	2022	5
	2023	0

State	Year	Number of Transfers
Texas	2021	3
	2022	6
	2023	5
Utah	2021	0
	2022	0
	2023	1
Virginia	2021	2
	2022	0
	2023	0
Washington	2021	1
	2022	2
	2023	3
Totals	2021	35
	2022	49
	2023	51

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Alabama	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
Alaska	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Arizona	2021	13	0	0	0	1	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	0	12
Arkansas	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
California	2021	60	0	1	0	0	0	59
	2022	59	2	0	0	0	0	61
	2023	61	0	0	0	0	1	60
Colorado	2021	8	0	0	0	0	0	8
	2022	8	1	0	0	0	0	9
	2023	9	2	0	0	0	0	11
Connecticut	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
	2023	7	0	0	0	0	0	7
Delaware	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Florida	2021	38	2	0	0	0	0	40
	2022	40	0	0	0	0	0	40
	2023	40	0	0	0	0	0	40
Georgia	2021	15	0	0	0	0	0	15
	2022	15	1	0	0	0	0	16
	2023	16	0	0	0	0	0	16
Hawaii	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Idaho	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Illinois	2021	26	1	0	0	0	0	27
	2022	27	0	0	0	0	0	27
	2023	27	0	0	0	0	2	25
Indiana	2021	18	0	0	0	0	0	18
	2022	18	0	0	0	0	0	18
	2023	18	1	0	0	0	0	19
Iowa	2021	12	0	1	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Kansas	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Kentucky	2021	8	1	0	0	0	0	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
Louisiana	2021	10	0	0	0	0	1	9
	2022	9	0	0	0	0	0	9
	2023	9	0	0	0	0	0	9
Maine	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Maryland	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	1	9
Massachusetts	2021	17	0	0	0	0	0	17
	2022	17	0	0	0	0	1	16
	2023	16	0	0	0	0	1	15
Michigan	2021	11	0	0	0	0	0	11
	2022	11	0	1	0	0	0	10
	2023	10	0	0	0	0	0	10
Minnesota	2021	11	1	0	0	0	0	12
	2022	12	0	0	0	0	0	12
	2023	12	0	0	0	0	1	11
Mississippi	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Missouri	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	1	0	10
	2023	10	0	0	0	0	0	10
Montana	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Nebraska	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	0	8
	2023	8	0	0	0	0	0	8
Nevada	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
New Hampshire	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
New Jersey	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
New Mexico	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
New York	2021	24	1	0	0	0	0	25
	2022	25	0	0	0	0	1	24
	2023	24	0	0	0	0	0	24
North Carolina	2021	24	0	0	0	0	0	24
	2022	24	1	0	0	0	0	25
	2023	25	0	0	0	0	0	25
North Dakota	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Ohio	2021	31	0	0	0	0	1	30
	2022	30	0	0	0	0	0	30
	2023	30	0	0	0	0	0	30
Oklahoma	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Oregon	2021	11	0	0	0	0	0	11
	2022	11	0	0	0	0	0	11
	2023	11	0	0	0	0	0	11

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non- Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Pennsylvania	2021	42	0	1	0	0	0	41
	2022	41	0	1	0	0	0	40
	2023	40	1	0	0	0	1	40
Rhode Island	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	1	2
	2023	2	0	0	0	0	0	2
South Carolina	2021	10	0	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	0	0	0	0	0	10
South Dakota	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
Tennessee	2021	15	0	0	0	0	0	15
	2022	15	0	0	0	0	0	15
	2023	15	0	0	0	0	0	15
Texas	2021	39	0	2	0	0	0	37
	2022	37	4	0	0	0	0	41
	2023	41	1	0	0	0	0	42
Utah	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
Vermont	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Virginia	2021	19	0	1	0	0	0	18
	2022	18	0	0	0	0	0	18
	2023	18	0	0	0	0	0	18
Washington	2021	14	0	0	0	0	0	14
	2022	14	0	0	0	0	0	14
	2023	14	0	0	0	0	0	14
West Virginia	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of Year
Wisconsin	2021	13	0	0	0	0	0	13
	2022	13	1	0	0	0	0	14
	2023	14	0	0	0	0	0	14
Wyoming	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Totals	2021	610	8	6	0	1	2	609
	2022	609	10	2	0	1	3	613
	2023	613	8	0	0	0	7	614

TABLE NO. 4
STATUS OF COMPANY-OWNED
OUTLETS FOR YEARS 2021 to 2023

State	Year	Outlets at Start of Year	Outlets Opened	Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2021	0	0	1	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Missouri	2021	0	0	0	0	0	0
	2022	0	0	1	0	0	1
	2023	1	0	0	0	0	1
Nebraska	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Texas	2021	1	0	0	0	0	1
	2022	1	0	0	0	1	0
	2023	0	0	0	0	0	0
Totals	2021	2	0	1	0	0	3
	2022	3	0	1	0	1	3
	2023	3	0	0	0	0	3

TABLE NO. 5
PROJECTED US OPENINGS
AS OF DECEMBER 31, 2023

State	Franchise Agreements Signed But Outlets Not Opened	Projected New Franchised Outlets In the Current Fiscal Year (2024)	Projected New Company Owned Outlets In The Current Fiscal Year (2024)
Oklahoma	0	1	0
Pennsylvania	0	1	0
South Dakota	0	1	0
Texas	0	1	0
Washington	0	1	0
Total	0	5	0

As of December 31, 2023, there were 614 domestic Home Instead Franchised Businesses operating substantially similar to the Franchised Business being offered to you and three businesses being operated by our affiliates. In addition, as of December 31, 2023, there were 594 international franchises and licensees operating outside the U.S. in Australia, Canada, France, Germany, Ireland, Italy, Japan, the Netherlands, New Zealand, Singapore, Switzerland, and the United Kingdom. As of December 31, 2023, there were 1,208 total Home Instead Franchised Businesses across the globe.

The names, addresses, phone numbers and locations of the U.S. Franchised Businesses in operation as of December 31, 2023, are listed in Exhibit F.

Attached as Exhibit G is the name, city, state, and last known telephone number of every former Home Instead franchisee who has voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year. This includes those who have transferred, terminated or not renewed their franchise, or who have not communicated with us within 10 weeks prior to the date of issuance of this franchise disclosure document. If you purchase this franchise, your contact information may be disclosed to other buyers if you leave the franchise system.

We maintain a Franchise Exchange Council (the “FEC”), which is an advisory council comprised of franchise owners in the Home Instead network. It has no authority to bind us and serves in an advisory capacity only. The FEC has 14 members – 3 franchise owners from each of the 4 U.S. regions and 2 representatives from Canada in the Home Instead network.

Members of the FEC are elected by the franchisees in their respective regions and serve a three-year term. The FEC meets twice a year at semi-annual meetings. The members of the FEC also participate in telephonic meetings.

In some instances, during the last 3 fiscal years, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us. You may want to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

Franchisee Association

The following independent franchisee organization has asked to be included in the disclosure document:

Independent Association of Home Instead Franchisees, Inc.
222 S. Westmonte Dr., Suite 111
Altamonte Springs, FL 32714
<https://www.iaohif.com>
info@iaohif.com
(407) 774-7880

ITEM 21

FINANCIAL STATEMENTS

Exhibit A is the audited financial statements for Home Instead, Inc. as of December 31, 2023, December 31, 2022, and December 31, 2021.

ITEM 22

CONTRACTS

The following contracts are attached as Exhibits:

Exhibit B:	Franchise Agreement (including Guaranty and Assumption of Obligations, Confidentiality of Client Health Information Agreement, Software Access Agreement and Microsoft Participation Agreement)
Exhibit H:	Standard Form Deposit Agreement
Exhibit I:	Joint Service Agreement
Exhibit J:	Disclosure Acknowledgement Agreement
Exhibit K:	Releases

ITEM 23

RECEIPTS

Exhibit M contains detachable documents acknowledging your receipt of this Franchise Disclosure Document with all of the above referenced exhibits attached thereto.

EXHIBIT A

FINANCIAL STATEMENTS

Home Instead, Inc. and Subsidiaries

Consolidated Financial Statements as of and for
the Years Ended December 31, 2023, 2022, and
2021 and Independent Auditor's Report

HOME INSTEAD, INC. AND SUBSIDIARIES

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of Honor Technology, Inc.
Omaha, Nebraska

Opinion

We have audited the consolidated financial statements of Home Instead, Inc. and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023, 2022 and 2021, and the related consolidated statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Deloitte : Touche LP

April 29, 2024

HOME INSTEAD, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS AS OF DECEMBER 31, 2023, 2022, AND 2021

	2023	2022	2021
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 18,614,986	\$ 39,157,192	\$ 18,381,550
Restricted cash	-	678,142	575,745
Trade and royalty receivables	22,192,008	12,874,348	8,135,165
Prepaid expenses and other current assets	1,829,833	5,289,447	3,690,902
Total current assets	42,636,827	57,999,129	30,783,362
PROPERTY AND EQUIPMENT—Net	478,654	709,844	1,048,958
OPERATING LEASE ROU ASSET	6,363,345	7,681,455	-
INVESTMENT IN EQUITY SECURITY	6,000,000	6,000,000	6,000,000
DEFERRED INCOME TAXES	4,930,066	2,304,951	2,376,663
NOTE RECEIVABLE—Related party	91,082,235	10,000,000	-
DEFERRED COMPENSATION AND OTHER ASSETS	621,438	698,810	444,851
TOTAL ASSETS	\$ 152,112,565	\$ 85,394,189	\$ 40,653,834
LIABILITIES AND STOCKHOLDERS' EQUITY			
CURRENT LIABILITIES:			
Accounts payable	\$ 6,539,321	\$ 3,658,007	\$ 7,675,327
Current portion of accrued expenses and other liabilities	24,229,379	21,253,752	8,902,627
Current portion of operating lease liabilities	1,250,567	1,263,150	-
Current portion of contract liabilities	11,309,591	1,142,512	1,216,200
Total current liabilities	43,328,858	27,317,421	17,794,154
ACCRUED EXPENSES AND OTHER LIABILITIES—Net of current portion	-	-	295,409
OPERATING LEASE LIABILITIES—Net of current portion	5,469,328	6,756,820	-
CONTRACT LIABILITIES—Net of current portion	6,835,013	7,022,869	7,654,074
Total liabilities	55,633,199	41,097,110	25,743,637
COMMITMENTS AND CONTINGENCIES (Note 11)			
STOCKHOLDERS' EQUITY:			
Common stock, voting, \$0.01 par value, 20,000 shares authorized; 10,000 shares issued and outstanding	100	100	100
Common stock, non-voting, \$0.01 par value, 200,000 shares authorized; 90,000 shares issued and outstanding	900	900	900
Additional paid-in capital	9,369,391	7,374,030	6,283,000
Retained earnings	87,108,975	36,922,049	8,626,197
Total stockholders' equity	96,479,366	44,297,079	14,910,197
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$ 152,112,565	\$ 85,394,189	\$ 40,653,834

See notes to consolidated financial statements.

HOME INSTEAD, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

	2023	2022	2021
REVENUES:			
Company-owned franchisee revenue	\$ 1,079,743	\$ 2,413,358	\$ 8,382,360
Franchisor revenue	99,779,375	92,858,398	93,479,571
Marketing fund revenue	<u>30,729,229</u>	<u>28,774,052</u>	<u>28,671,872</u>
Total revenues	<u>131,588,347</u>	<u>124,045,808</u>	<u>130,533,803</u>
OPERATING EXPENSES:			
Company-owned franchisee expenses	727,595	1,621,268	7,457,166
Franchisor expenses	36,452,270	53,163,021	93,117,316
Marketing fund expenses	29,224,225	33,021,712	31,267,390
Loss on disposal and impairment of assets	<u>-</u>	<u>-</u>	<u>4,740,799</u>
Total operating expenses	<u>66,404,090</u>	<u>87,806,001</u>	<u>136,582,671</u>
OPERATING INCOME (LOSS)	<u>65,184,257</u>	<u>36,239,807</u>	<u>(6,048,868)</u>
OTHER INCOME (EXPENSE):			
Nonoperating income (expense)—net	1,810,705	44,303	(7,991,656)
Gain on sale of subsidiary	<u>-</u>	<u>506,398</u>	<u>-</u>
Total other income (expense)	<u>1,810,705</u>	<u>550,701</u>	<u>(7,991,656)</u>
INCOME (LOSS) BEFORE INCOME TAXES	66,994,962	36,790,508	(14,040,524)
INCOME TAX EXPENSE	<u>16,808,036</u>	<u>8,984,357</u>	<u>1,424,890</u>
NET INCOME (LOSS)	<u>\$ 50,186,926</u>	<u>\$ 27,806,151</u>	<u>\$ (15,465,414)</u>

See notes to consolidated financial statements.

HOME INSTEAD, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

	Common Stock Voting	Common Stock Non-Voting	Additional Paid-In Capital	Retained Earnings	Members' Equity	Total
BALANCE—December 31, 2020	\$ 100	\$ 900	\$ 24,320	\$ -	\$ 5,125,361	\$ 5,150,681
Net income (loss)	-	-	-	8,626,197	(24,091,611)	(15,465,414)
Contributions from members	-	-	-	-	5,019,901	5,019,901
Distributions to members	-	-	-	-	(10,097,451)	(10,097,451)
Conversion to C corporation	-	-	(24,043,800)	-	24,043,800	-
Contributions from stockholders	-	-	29,873,711	-	-	29,873,711
Stock-based compensation	-	-	428,769	-	-	428,769
BALANCE—December 31, 2021	100	900	6,283,000	8,626,197	-	14,910,197
Reclassification of retained earnings and additional paid-in capital	-	-	(489,701)	489,701	-	-
Net income	-	-	-	27,806,151	-	27,806,151
Stock-based compensation	-	-	1,580,731	-	-	1,580,731
BALANCE—December 31, 2022	100	900	7,374,030	36,922,049	-	44,297,079
Net income	-	-	-	50,186,926	-	50,186,926
Stock-based compensation	-	-	1,995,361	-	-	1,995,361
BALANCE—December 31, 2023	<u>\$ 100</u>	<u>\$ 900</u>	<u>\$ 9,369,391</u>	<u>\$ 87,108,975</u>	<u>\$ -</u>	<u>\$ 96,479,366</u>

See notes to consolidated financial statements.

HOME INSTEAD, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

	2023	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss)	\$ 50,186,926	\$ 27,806,151	\$ (15,465,414)
Adjustments to reconcile net income (loss) to net cash provided by (used in) operating activities:			
Depreciation and amortization expense	304,396	397,746	428,010
Noncash lease expense	1,239,704	1,342,463	-
Gain on lease termination	1,385	1,972	-
Deferred income tax benefit (provision)	(2,625,115)	71,712	(2,376,663)
Gain on sale of subsidiary operations	-	(506,398)	-
Loss on disposal and impairment of assets	61	-	4,740,799
Transaction expenses paid by Honor	-	-	7,950,177
Stock-based compensation	1,995,361	1,580,731	428,769
Change in operating assets and liabilities:			
Trade and royalty receivables	(9,317,660)	(4,739,183)	(831,502)
Prepaid expenses and other assets	1,459,614	401,455	(503,230)
Accounts payable	2,881,314	(4,017,320)	1,929,653
Accrued expenses and other liabilities	2,979,732	12,374,932	3,144,013
Operating lease liabilities	(1,223,054)	(1,301,329)	-
Contract liabilities	9,979,223	(704,893)	32,742
Deferred compensation	-	-	(10,724,039)
Net cash provided by (used in) operating activities	<u>57,861,887</u>	<u>32,708,039</u>	<u>(11,246,685)</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Proceeds from sale of subsidiary operations	-	500,000	-
Purchases of property and equipment	-	-	(99,795)
Purchases of investments	-	-	(529,412)
Sales of investments	-	-	101,182
Settlement of corporate owned life insurance policies	-	-	12,895,161
Cash paid for acquisition	-	(330,000)	(424,473)
Loan to parent	(81,082,235)	(10,000,000)	-
Decrease (increase) in deferred compensation and other assets	<u>2,000,000</u>	<u>(2,000,000)</u>	<u>(28,391)</u>
Net cash provided by (used in) investing activities	<u>(79,082,235)</u>	<u>(11,830,000)</u>	<u>11,914,272</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Net borrowings (repayments) on line of credit	-	-	17,649,999
Payments on long-term debt	-	-	(494,988)
Contributions from stockholders	-	-	5,019,901
Distributions to stockholders	-	-	(10,097,451)
Net cash provided by financing activities	<u>-</u>	<u>-</u>	<u>12,077,461</u>
NET INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	(21,220,348)	20,878,039	12,745,048
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—Beginning of year	<u>39,835,334</u>	<u>18,957,295</u>	<u>6,212,247</u>
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—End of year	<u>\$ 18,614,986</u>	<u>\$ 39,835,334</u>	<u>\$ 18,957,295</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Cash paid during the year for income taxes	<u>\$ 1,082,430</u>	<u>\$ 913,106</u>	<u>\$ -</u>
Cash paid during the year for interest	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 107,436</u>
ROU assets obtained in exchange for lease liabilities	<u>\$ -</u>	<u>\$ 9,520,391</u>	<u>\$ -</u>
ROU assets decreases due to contract terminations	<u>\$ (77,021)</u>	<u>\$ (207,472)</u>	<u>\$ -</u>
SUPPLEMENTAL SCHEDULE OF NONCASH INVESTING AND FINANCING ACTIVITIES:			
Noncash contribution for conversion to C corporation	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 24,043,800</u>
Noncash equity contributions	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 30,302,480</u>

See notes to consolidated financial statements.

HOME INSTEAD, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

AS OF AND FOR THE YEARS ENDED DECEMBER 31, 2023, 2022, AND 2021

1. NATURE OF THE BUSINESS

Home Instead, Inc. (“Home Instead”) was incorporated May 9, 1994 as a Nebraska corporation. The consolidated financial statements include Home Instead and its wholly-owned subsidiaries HI Omaha, LLC, HI Fort Worth, LLC, and HI Arizona, LLC (the “Subsidiaries”), together the “Company.” All intercompany balances and transactions have been eliminated in consolidation.

On August 6, 2021, the Company was acquired by Honor Technology, Inc. (“Honor”). This acquisition represents a change in control; however, the Company did not elect pushdown accounting. This transaction did not significantly impact the nature of the operations of the business, but did change the entity structure from an S corporation to a C corporation. Upon conversion to a C corporation, members’ equity converted into additional paid-in capital. In connection with the acquisition, the balance outstanding on the line of credit, as well as the transaction costs, were paid by Honor and reflected as equity contributions.

Home Instead grants territorial franchise rights for the operation of franchise locations specializing in home care across the United States and certain foreign countries. Home Instead provides franchisees with a system of business training and continuous advisory service on promotional, business, and operational concerns and an analysis of franchisee’s marketing and financial data in operating Home Instead franchised businesses. The Subsidiaries provide home care, companionship services, nurse directed care, and other specialized services for seniors in Nebraska, Missouri, Texas, and Arizona.

During 2022, HI Fort Worth, LLC was sold. See Note 4 for additional information.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation and Principles of Consolidation—These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The consolidated financial statements include the accounts of the Company.

Use of Estimates—The preparation of consolidated financial statements in accordance with GAAP 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 consolidated financial statements, and the reported amounts of income and expenses during the reporting period. On an ongoing basis, the Company evaluates its estimates and assumptions primarily related to the fair value of share-based awards, fair value of assets acquired in a business combination, and the capitalization and estimated useful life of software development costs. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis of making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates.

Concentrations of Credit Risk—Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents, restricted cash, and

accounts receivable. The Company invests its excess cash in low-risk, highly liquid money market funds. Management believes that the Company is not exposed to significant credit risk due to the financial strength of the depository institutions in which the cash and cash equivalents are held, however, these accounts may exceed federally insured limits. The Company has not experienced any losses on its deposits of cash and cash equivalents.

There were no customers that individually exceeded 10% of the Company's revenue for any of the years ended December 31, 2023, 2022, or 2021. There was one international franchise partner with an accounts receivable balance that individually exceeded 10% of the Company's accounts receivable total as of December 31, 2023 and 2022. This franchise partner accounted for 12.2% and 12.3% of the Company's accounts receivable balance as of and for the years ended December 31, 2023 and 2022, respectively. There were no customers with accounts receivable balances that individually exceeded 10% of the Company's accounts receivable total in the year ended December 31, 2021.

Cash and Cash Equivalents—The Company considers all highly liquid investments with an original maturity of three months or less from the date of purchase, excluding restricted cash, to be cash equivalents.

In 2021 and 2022, restricted cash was held for an Alzheimer's and Dementia Care Grant Respite Care program for an unrelated nonprofit organization. Home Instead was responsible for minor administrative functions related to a bank account and held funds reserved to pay for home care grants. Funds remaining at the conclusion of the program were returned to the nonprofit organization. A liability equal to the amount of restricted cash was recorded in accrued expenses and other liabilities on the consolidated balance sheets in the applicable years.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash reported within the consolidated balance sheets that sum to the total of the same such amounts shown in the consolidated statements of cash flows for the years ended December 31, 2023, 2022, and 2021.

	2023	2022	2021
Cash and cash equivalents	\$18,614,986	\$39,157,192	\$18,381,550
Restricted cash	<u>-</u>	<u>678,142</u>	<u>575,745</u>
Total cash, cash equivalents, and restricted cash shown in the consolidated statements of cash flows	<u>\$18,614,986</u>	<u>\$39,835,334</u>	<u>\$18,957,295</u>

Trade and Royalty Receivables—Trade and royalty receivables from customers are due under standardized terms. The Company evaluates the collectability of trade and royalty receivables at the end of the year and establishes an allowance for current expected credit losses (CECLs) for all accounts or portions thereof considered uncollectible.

No such allowance is recorded against trade and royalty receivables at December 31, 2023, 2022, and 2021.

Accounts receivable represent amounts owed to the Company by its customers that are recorded at their amortized cost. The Company also records allowances for CECLs. These allowances are based on the Company's assessment of the collectability of accounts by considering the age of each outstanding invoice and an evaluation of expected risk of credit loss based on current conditions and reasonable and supportable forecasts of future economic conditions over the life of the receivable. The Company pools its accounts receivable based on similar risk characteristics in estimating its expected credit losses. In situations where a customer receivable does not share the same risk characteristics with others, the Company measures it individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change. Credit losses are recorded in general and administrative expense in the accompanying consolidated statements of income. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Expected recoveries of amounts previously written off, not to exceed the aggregate of the amount previously written off, are included in determining the necessary reserve at the consolidated balance sheet date.

Investments—Prior to August 6, 2021, Home Instead held investments in publicly traded equity securities as part of a deferred compensation plan (see Note 12). These investments are recorded at fair value and are included in investment in equity security on the consolidated balance sheets. Gains and losses related to these investments are included in nonoperating income (expense) on the consolidated statements of income.

Home Instead also holds an equity investment in a non-publicly traded company. This investment is measured at cost minus impairment, if any, plus or minus changes from observable price changes in orderly transactions for the identical or similar investment of the same issuer.

Fair Value of Financial Instruments—For certain of the Company's financial instruments, including cash and cash equivalents, trade and royalty receivables, current accrued expenses, and accounts payable, the carrying amounts approximate fair value due to their short maturities.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There is a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

Level 1—Observable inputs such as quoted prices in active markets for identical assets or liabilities;

Level 2—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and

Level 3—Unobservable inputs that are supported by little or no market activity, which require management judgment or estimation.

The Company measures its cash equivalents, money market funds, and restricted cash at fair value within Level 1.

The equity investment in a nonpublicly traded company is within Level 3 of the fair value hierarchy because the few observable inputs, financial results and subsequent financing rounds, are supported by little market activity.

Property and Equipment—Property and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets (or over the lease term, if shorter, for leasehold improvements). Repairs and maintenance expenses, which are not considered improvements and do not extend the useful life of property and equipment, are expensed as incurred. The estimated useful life of each asset category is as follows:

Fixed Asset	Life
Vehicles	60 months
Computers and computer equipment	24 months
Software	36 months
Furniture and fixtures	36 months
Leasehold improvements	144 months

The Company capitalizes certain development costs incurred in connection with its internal-use software and website if specific criteria are met and the life of the development is more than 12 months. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct and incremental, are capitalized until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable that the expenditures will result in additional features and functionality. Maintenance costs are expensed as incurred. No software was capitalized as of the years ended December 31, 2023, 2022, and 2021.

Leases—On January 1, 2022, the Company adopted Accounting Standards Codification (ASC) 842, *Leases*, which supersedes ASC 840, *Leases*. The Company's consolidated financial statements as of and for the year ended December 31, 2021 are presented under the legacy lease guidance, ASC 840.

The Company primarily leases real estate from third parties under noncancelable operating leases. The Company's leases have remaining lease terms ranging from zero to five years. The Company determines if a contract is a lease at inception. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The lease term begins on the commencement date, which is the date the Company takes possession of the asset, and may include options to extend or terminate the lease when it is reasonably certain that the option will be exercised. Certain of the Company's leases contain renewal options for varying periods, which can be exercised at the Company's sole discretion. Leases are classified as operating or finance leases based on factors such as the lease term, lease payments, and the economic life, fair value, and estimated residual value of the asset. As of and for the years ended December 31, 2023, 2022, and 2021 the Company did not have finance leases. Where leases include options to purchase the leased asset at the end of the lease term, this is assessed as a part of the Company's lease classification determination.

Under ASC 842, the Company recognizes a right-of-use (ROU) asset, current operating lease liabilities, and noncurrent operating lease liabilities on the Company's consolidated balance sheets. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized on the commencement date based on the present value of lease payments over the lease term. The Company elected a private company practical expedient, allowing it to use a risk-free rate as the discount rate for all asset classes.

ROU assets are based on the lease liability and are increased by prepaid lease payments and decreased by lease incentives received. Lease incentives are amortized through the lease asset as reductions of expense over the lease term. For leases where the Company is reasonably certain to exercise a renewal option, such option periods have been included in the determination of the Company's ROU assets and lease liabilities.

Leases typically contain rent escalations over the lease term. The Company recognizes expense for these leases on a straight-line basis over the expected lease term. Certain operating leases are calculated using the prevailing index or rate at lease commencement. Subsequent escalations in the index or rate and contingent rental payments are recognized as variable lease expenses. Certain leases require the Company to pay taxes, insurance, maintenance, and other operating expenses associated with the leased assets. Such amounts are not included in the measurement of the ROU assets and lease liabilities to the extent they are variable in nature. These variable lease costs are recognized as a variable lease expense when incurred.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As a practical expedient, lease agreements with lease and non-lease components are accounted for as a single lease component for all asset classes. The Company estimates contingent lease incentives when it is probable that the Company is entitled to the incentive at lease commencement. The Company elected the short-term lease recognition exemption for all leases. Therefore, leases with an initial term of 12 months or less are not recorded on the consolidated balance sheets; instead, lease payments are recognized as lease expense on a straight-line basis over the lease term. The depreciable life of the ROU assets are limited by the expected lease term unless the Company is reasonably certain of a transfer of title or purchase option.

The Company elected the optional transition method to apply the standard as of the effective date. Under this method, the Company has not adjusted its comparative period consolidated financial statements for the effects of the new standard or made the new, expanded required disclosures for years prior to the effective date. Therefore, the consolidated statements of income for the years ended December 31, 2023 and 2022, and the consolidated balance sheets as of December 31, 2023 and 2022, reflect the application of ASC 842 while the consolidated statement of income for the year ended December 31, 2021, and the consolidated balance sheet as of December 31, 2021, were not adjusted and continue to be reported under the accounting guidance, ASC 840.

The adoption of the new lease standard resulted in the recognition of operating lease ROU assets and lease liabilities for lease arrangements with an initial term greater than 12 months. The adoption of ASC 842 did not have a material impact on the Company's consolidated statements of income or consolidated statements of cash flows.

The impact on the consolidated balance sheet is as follows:

	December 31, 2021	ASC 842 Adjustments	As Revised January 1, 2022
Operating lease right-of-use	\$ -	\$ 9,233,361	\$ 9,233,361
Accrued expenses and other			
liabilities—net of current portion	(295,410)	295,410	-
Operating lease liabilities	-	(9,528,771)	(9,528,771)

Refer to Note 10 for more information about the Company's leases.

Impairment of Long-Lived Assets—Long-lived assets (including investments, property and equipment, intangibles, and lease ROU assets) are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. If the sum of the expected undiscounted future cash flows is less than the carrying amount of the asset, a loss is recognized. In the year ended December 31, 2021, the Company impaired and wrote off a prepaid asset group resulting in an expense of \$4,470,799. No similar impairment occurred in the years ended December 31, 2023 and 2022.

Revenue Recognition—Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company applies the following five-step approach in recognizing revenue: (i) identify the contract with the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when or as the Company satisfies a performance obligation.

Revenue from domestic and international franchisees includes initial franchise fees and ongoing royalty fees, as well as marketing and other franchise support fees specific to domestic franchisees. Initial franchise fees, royalties, and continuing services, such as marketing are not separate and distinct performance obligations as they are highly dependent on each other in supporting the overall brand. Initial franchise fees for the license grant to the exclusive territory for each franchisee are paid in advance and are deferred and recognized over the applicable license term as Home Instead satisfies the performance obligation of granting customer access to the rights of its intellectual property, which includes maintaining the exclusive territory for the franchisee. The franchise agreement also includes a renewal option which the Company has determined to be a material right, as the renewal fee is discounted in comparison to the initial franchise fee and the percentage probability of renewal is close to 100%. Franchise royalties and marketing contributions are variable consideration based on a percentage of the franchisees' sales, which are recognized in the period the franchisees' underlying sales occur and are not included in the upfront transaction price for the overall performance obligation relating to providing customer access to the rights of its intellectual property, which includes maintaining the exclusive territory for the franchisee.

The Subsidiaries enter into a joint service agreement with Honor to provide services to care recipients via the "Care Platform JSA." Honor contracts with care recipients to provide services to the recipients in exchange for consideration on an hourly basis. The Subsidiaries act as agents in this joint agreement, bringing new care recipients to the Honor care platform and maintaining relationships with the care recipients in the local market. A portion of the consideration is attributed to the Subsidiaries on a monthly basis. This represents a single performance obligation that is satisfied over time; more specifically, as services are provided via appointments. The related portion of the consideration is attributed to the Subsidiaries each month as services are provided. The entirety of the revenue recorded in each transaction is allocated to the one performance obligation, the non-medical care services provided to the client, on a net basis.

Revenue from international sources accounted for 19.1%, 17.4%, and 17.6% of the Company's revenue for the years ended December 31, 2023, 2022, and 2021, respectively.

The timing of revenue recognition may differ from the timing of invoicing to customers. Home Instead generally has an unconditional right to consideration when it invoices its customers and records a receivable. Home Instead records a contract asset when revenue is recognized prior to invoicing. Such amounts have been insignificant to date. Home Instead records a contract liability (deferred revenue) when revenue is recognized subsequent to invoicing (primarily the initial franchise fee and related renewal).

Contract liabilities include amounts prepaid by customers for which services have not been provided and revenue has not been recognized. Contract liabilities also include franchise fees paid in advance, which are deferred and recognized over the applicable license term. Contract liabilities for the years ended December 31, 2023, 2022, and 2021 is as follows:

	2023	2022	2021
Balance—beginning of year	\$ 8,165,381	\$ 8,870,274	\$ 8,837,532
Additions	11,726,819	1,370,115	1,393,631
Revenue recognized	<u>(1,747,596)</u>	<u>(2,075,008)</u>	<u>(1,360,889)</u>
Balance—end of year	<u>\$ 18,144,604</u>	<u>\$ 8,165,381</u>	<u>\$ 8,870,274</u>

Advertising—The Company expenses advertising costs as incurred. Advertising expenses for the years ended December 31, 2023, 2022, and 2021, were \$28,250,213, \$31,347,775, and \$31,501,367, respectively.

Franchisees contribute to marketing funds that Home Instead manages based on provisions set forth in the franchise agreement. Under this agreement, marketing contributions received from franchisees must be spent on advertising, marketing, and related activities. The revenue and expenses of the marketing funds are included in the Company's consolidated statements of income.

Stock-Based Compensation—The Company estimates the fair value of share-based awards on the date of grant. The Company recognizes compensation expense over the vesting period of the entire award using the straight-line attribution method and accounts for forfeitures when they occur.

The Company uses the Black-Scholes valuation model as the method for determining the estimated fair value of underlying stock options.

Expected Term—The expected term represents the period that the stock-based awards are expected to be outstanding. The Company utilized the trailing three-year average expected term for the stock options of a peer group of companies to estimate the expected term, which the Company believes is representative of future behavior.

Expected Volatility—The Company estimated volatility for option grants by evaluating the average historical volatility of a peer group of companies for the last three years, according to Securities and Exchange Commission (SEC) filings.

Dividend Yield—The Black-Scholes valuation model calls for a single expected dividend yield as an input. The Company has not declared or paid dividends to date and does not anticipate declaring dividends. As such, the dividend yield has been estimated to be \$0.

Risk-Free Interest Rate—The risk-free interest rate is based on the implied yield currently available on US Treasury zero-coupon issues with an equivalent remaining term at the grant date.

The Company recognizes excess tax benefits from stock-based compensation in its provision for income taxes as a discrete item in the reporting period in which they occur.

Income Taxes—On August 6, 2021, 100% of the stock of the Company was purchased by Honor. Prior to the acquisition, the Company was an S corporation. The S election was terminated as of the acquisition date. Prior to the acquisition, the income of the Company was reported, and respective income taxes were paid directly by the stockholders. Income tax expense and deferred tax assets were recorded for the post-acquisition period through December 31, 2021, and the year ended December 31, 2022 using the separate return approach.

The Company uses the asset and liability method to calculate deferred income taxes subsequent to August 6, 2021. Deferred tax assets and liabilities are recognized on temporary differences between consolidated financial statements and tax bases of assets and liabilities using enacted tax rates. The effect of tax rate changes on deferred tax assets and liabilities is recognized in income during the period that includes the enactment date.

Tax benefits related to uncertain tax positions are recognized when it is more likely than not that a tax position will be sustained during an audit. Interest and penalties related to unrecognized tax benefits are included within the provision for income taxes.

The Subsidiaries are single-member limited liability companies and are therefore disregarded entities for tax purposes. All income and expense of the Subsidiaries are reported on the Company's tax return.

Nonconsolidation of Variable Interest Entity—The Company applies the provisions of Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2014-07, *Applying Variable Interest Entities Guidance to Common Control Leasing Arrangements*. This application results in the Company not consolidating the accounts of its commonly controlled affiliate. Subsequent to August 6, 2021, the entity is no longer an affiliate of Home Instead.

Recent Accounting Pronouncements—In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which changes the impairment model for most financial assets. This ASU introduces a new credit loss methodology, CECLs, which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. Since its original issuance in 2016, the FASB has issued several updates to the original ASU. The CECL framework utilizes a lifetime “expected credit loss” measurement objective for the recognition of credit losses for loans, held-to-maturity securities and other receivables at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods, which generally require that a loss be incurred before it is recognized. On January 1, 2023, the Company adopted the guidance on a modified retrospective basis. The Company has not restated comparative information for 2022 or 2021 and, therefore, the comparative information for 2022 and 2021 is reported under previous guidance and is not comparable to the information presented for 2023. The adoption of this update did not have a material impact on the Company's consolidated financial statements as of the adoption date, January 1, 2023.

In December 2023, the FASB issued ASU No. 2023-09, *Improvement to Income Tax Disclosures*, which requires disclosure of disaggregated income taxes paid, prescribes standard categories for the components of the effective tax rate reconciliation, and modifies other income tax-related disclosures. ASU No. 2023-09 is effective for fiscal years beginning after December 15, 2024, may be applied prospectively or retrospectively, and allows for early adoption. These requirements are not expected to

have a material impact on the Company's consolidated financial statements and will expand income tax disclosures.

3. RECLASSIFICATIONS AND ADJUSTMENTS

In 2022, the retained earnings and additional paid-in capital balances related to 2021 were reclassified within the consolidated balance sheets and the consolidated statements of changes in stockholders' equity to correct the allocation of 2021 net income between retained earnings and additional paid-in capital as a result of the Company's conversion from an S corporation to a C corporation in 2021.

4. BUSINESS COMBINATIONS

On September 16, 2021, HI Arizona, LLC acquired a franchise in Arizona for a cash payment of \$424,474. The transaction was accounted for as an asset acquisition. Assets and liabilities were recorded at their fair market value on the date of the transaction. A summary of the transaction is as follows:

Franchise rights	\$ 439,225
Current liabilities	<u>14,751</u>
Net assets	<u>\$ 424,474</u>

On April 19, 2022, HI Omaha, LLC acquired a franchise in Missouri for a cash payment of \$300,000, exclusive of additional brokerage costs of \$30,000 paid by Home Instead. The transaction was accounted for as an asset acquisition. Assets, identified as the referral network, were recorded at their fair market value on the date of the transaction. A summary of the transaction is as follows:

Referral network	\$ 330,000
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In September 2022, HI Fort Worth, LLC sold the franchise rights, operations, and certain assets and liabilities for all of the franchises it owned and operated for cash of \$500,000. The agreed-upon transfers resulted in a net liability balance. The Company will continue to receive royalties on the sales revenue generated by these franchises in future years, aligned with the franchise agreement between this franchise and Home Instead. A summary of the transaction is as follows:

Cash	\$ 500,000
Net liabilities at time of sale	<u>6,398</u>
Gain on sale	<u>\$ 506,398</u>

5. PROPERTY AND EQUIPMENT AND INTANGIBLES

Property and equipment as of December 31, 2023, 2022, and 2021 are summarized as follows:

	2023	2022	2021
Vehicles	\$ 73,014	\$ 73,014	\$ 120,071
Office furniture	1,040,569	1,041,922	1,208,853
Equipment	719,787	719,787	747,121
Software	2,158,777	2,158,777	2,163,420
Leasehold improvements	<u>1,342,682</u>	<u>1,342,682</u>	<u>1,367,629</u>
Property and equipment—gross	5,334,829	5,336,182	5,607,094
Less accumulated depreciation	(4,857,466)	(4,884,343)	(4,558,136)
Accumulated depreciation related to disposals	<u>1,291</u>	<u>258,005</u>	<u>-</u>
Property and equipment—net	<u>\$ 478,654</u>	<u>\$ 709,844</u>	<u>\$ 1,048,958</u>

The Company disposed of \$270,914 in property and equipment as part of the sale of the HI Fort Worth, LLC and consolidation of the Omaha headquarters and owned and operated franchise offices in 2022. The property and equipment disposed of, net of accumulated depreciation, was \$12,909. Depreciation expense was \$231,128, \$326,207, and \$415,696, in 2023, 2022, and 2021, respectively.

Intangible assets are recorded within deferred compensation and other assets on the consolidated balance sheets. Amortization expense was \$73,268, \$71,539, and \$12,314 in 2023, 2022, and 2021, respectively.

The components of amortized intangible assets as of December 31, 2021, 2022, and 2023 are as follows:

	2023			2022			2021		
	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value	Gross Carrying Value	Accumulated Amortization	Net Carrying Value
Referral network and franchise rights	<u>\$777,225</u>	<u>\$(155,787)</u>	<u>\$621,438</u>	<u>\$776,708</u>	<u>\$(82,520)</u>	<u>\$694,189</u>	<u>\$439,225</u>	<u>\$(10,981)</u>	<u>\$428,244</u>

The useful life of referral networks and franchise rights acquired is 10 years. Schedule of the amortization of intangible assets is as follows:

Years Ending

December 31, 2023

2024	\$ 77,456
2025	77,456
2026	77,456
2027	77,456
2028	77,456
Thereafter	<u>234,158</u>
Total	<u>\$ 621,438</u>

6. SOFTWARE DEVELOPMENT COSTS

Capitalized software costs are reported at the lower of unamortized cost or net realizable value and are included in property and equipment. Amortization begins when the product is available for use. There were no software costs disposed in 2022 or 2021.

For the years ended December 31, 2023, 2022, and 2021, software development costs consisted of the following:

	Lives in Years	2023	2022	2021
Software development costs	3-7	\$ 1,453,274	\$ 1,453,274	\$ 1,453,274
Less accumulated amortization		<u>(1,445,665)</u>	<u>(1,432,621)</u>	<u>(1,396,867)</u>
		<u>\$ 7,609</u>	<u>\$ 20,653</u>	<u>\$ 56,407</u>

Amortization expense for the years ended December 31, 2023, 2022, and 2021, was \$13,044, \$35,754, and \$58,849, respectively. These amounts are included in the amortization and depreciation expense previously disclosed in Note 5.

7. LINE OF CREDIT

The Company had \$10,000,000 available through two revolving lines of credit which expired during 2021. These lines of credit were substantively secured by all assets of the Company. Interest on borrowings under the line of credit was charged at 3.25%. These lines of credit were subject to certain covenants that, among other things, required the Company to maintain certain financial ratios. These lines of credit were closed as of December 31, 2021.

8. COMMON STOCK

The Certificate of Incorporation authorizes the Company to issue 20,000 shares of \$0.01 par value voting common stock and 200,000 shares of \$0.01 par value non-voting common stock as of December 31, 2023, 2022, and 2021. The certificates of capital stock contained issued and outstanding shares of 10,000 voting common stock and 90,000 non-voting common stock as of December 31, 2023, 2022, and 2021, and were transferred on August 6, 2021, as part of the transfer of ownership to Honor.

9. INCOME TAXES

On August 6, 2021, the stock of the Company was acquired by a disqualified stockholder which resulted in termination of the S corporation election. Prior to the acquisition, the income of the Company was reported, and respective income taxes were paid directly by the stockholders. Income tax expense and deferred tax assets were recorded for the post-acquisition period through December 31, 2021. After the acquisition, the Company files consolidated income tax returns with Honor.

The statutory rate of 21% differs from the effective rate for the Company largely due to state and foreign income taxes. The components of the Company's income tax expense (benefit) for the years ended December 31, 2023, 2022, and 2021, are as follows:

	2023	2022	2021
Current:			
Federal	\$ 15,781,511	\$ 6,729,452	\$ 2,671,572
State	3,084,694	1,607,445	630,021
Foreign	<u>566,946</u>	<u>575,747</u>	<u>499,960</u>
Total current	<u>19,433,151</u>	<u>8,912,644</u>	<u>3,801,553</u>
Deferred:			
Federal	(2,273,120)	25,844	(2,062,634)
State	<u>(351,995)</u>	<u>45,869</u>	<u>(314,029)</u>
Total deferred	<u>(2,625,115)</u>	<u>71,713</u>	<u>(2,376,663)</u>
Total income tax expense	<u>\$ 16,808,036</u>	<u>\$ 8,984,357</u>	<u>\$ 1,424,890</u>

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

The components of the Company's net deferred tax assets and liabilities for the years ended December 31, 2023, 2022, and 2021, respectively, are as follows:

	2023	2022	2021
Deferred tax assets:			
Lease liability	\$ 1,629,347	\$ 1,944,572	\$ -
Deferred revenue	4,399,453	1,979,829	2,159,861
Stock-based compensation	302,182	68,163	53,791
Other accruals	<u>143,499</u>	<u>225,249</u>	<u>198,385</u>
Total deferred tax assets	<u>6,474,481</u>	<u>4,217,813</u>	<u>2,412,037</u>
Deferred tax liabilities:			
ROU asset	(1,542,896)	(1,862,493)	-
Fixed asset basis difference	<u>(1,519)</u>	<u>(50,369)</u>	<u>(35,374)</u>
Total deferred tax liabilities	<u>(1,544,415)</u>	<u>(1,912,862)</u>	<u>(35,374)</u>
Net deferred tax assets	<u>\$ 4,930,066</u>	<u>\$ 2,304,951</u>	<u>\$2,376,663</u>

The Company has included \$18,462,856, \$11,273,841, and \$3,301,593 of current income tax liabilities in the current portion of accrued expenses and other liabilities on the consolidated balance sheets as of December 31, 2023, 2022, and 2021 respectively.

The Company regularly reviews its deferred tax assets for recoverability and establishes a valuation allowance when it is more likely that some portion, or all, of the deferred tax assets will not be realized. In making the assessment, the Company is required to consider all available positive and negative evidence to determine whether, based on such evidence, it is more likely than not that the net deferred tax assets are realizable. Based on this assessment, a valuation allowance was not recorded against net deferred tax assets in any of the years ended December 31, 2023, 2022, and 2021.

The Company operates in various tax jurisdictions and is subject to audit by various tax authorities. The Company uses the “more likely than not” criterion for recognizing the tax benefit of uncertain income tax positions and establishing measurement criteria for income tax benefits. The Company has evaluated the impact of its income tax positions and has recognized an unrecognized tax benefit of approximately \$45,853 as of December 31, 2023, \$67,000 as of December 31, 2022, and \$25,000 as of December 31, 2021 within accrued expenses and other liabilities. Immaterial interest or penalties have been accrued on this unrecognized tax benefit as of December 31, 2023. The Company does not anticipate a significant change to the total amount of uncertain income tax benefits within the next twelve months.

10. LEASES

On January 1, 2022, the Company adopted ASC 842 and the following disclosures as of and for the years ended December 31, 2023 and 2022, are presented under ASC 842.

The Company primarily leases real estate from third parties. These leases expire at various dates through 2028.

The components of lease expenses for the years ended December 31, 2023 and 2022, are as follows:

	2023	2022
Lease cost		
Operating lease cost	\$ 1,344,892	\$ 1,466,961
Variable lease cost	<u>-</u>	<u>36,174</u>
Total lease cost	<u>\$ 1,344,892</u>	<u>\$ 1,503,135</u>

Supplemental consolidated balance sheets information as of December 31, 2023 and 2022, is as follows:

	2023	2022
Weighted-average remaining lease term (in years)—		
Operating leases	4.9	5.9
Weighted-average discount rate:		
Operating leases	1.4 %	1.4 %

The aggregate future lease payments for operating leases as of December 31, 2023 were as follows:

	Operating Leases
2024	\$ 1,337,718
2025	1,366,518
2026	1,392,459
2027	1,418,400
2028	1,449,600
Thereafter	<u>-</u>
Total undiscounted minimum lease payments	6,964,695
Less present value discount	<u>(244,800)</u>
Present value of lease liabilities	<u><u>\$ 6,719,895</u></u>

11. COMMITMENTS AND CONTINGENCIES

In the ordinary course of business, the Company is subject to proceedings, lawsuits and other claims related to competitors, employees, franchisees, franchisees' clients, franchisees' employees, and intellectual property. The Company is required to assess the likelihood of any adverse judgments or outcomes to these matters as well as potential ranges of probable losses. A determination of the amount of accrual required, if any, for these contingencies is made after careful analysis of each matter. The required accrual may change in the future due to new developments in a particular matter or changes in approach such as a change in settlement strategy in dealing with these matters. At each of the years ended December 31, 2023, 2022, and 2021, the Company did not record accruals for loss contingencies associated with its legal proceedings, determine that an unfavorable legal outcome is reasonably possible or probable, nor determine an estimated range for a potential loss. The Company does not believe that the likelihood of any such matter currently being reviewed will rise to the level of reasonable possibility nor would it have a material adverse effect on the consolidated financial statements.

In 2017, as part of its agreement with an International Franchise Partner, and in response to statutory laws in the country of operation, the Company agreed to the option to buy the International Franchise Partner's business at the termination of the agreement; 2032 at the earliest. If the option is exercised, the Company would be obligated to pay an agreed-upon amount based on historical performance. As of December 31, 2023 the amount of the obligation is not fixed and determinable.

12. DEFINED CONTRIBUTION AND EQUITY INCENTIVE PLANS

The Company maintains a 401(k) defined contribution plan for the benefit of its employees who meet certain requirements as to age and service. Participating employees may elect to defer a portion of their current compensation subject to Internal Revenue Service limitations. Annual matching contributions may be made at the discretion of the Company. Matching contributions made by the Company during the years ended December 31, 2023, 2022, and 2021 were \$443,669, \$829,703, and \$1,435,737, respectively, and are included in franchisor operating expenses on the consolidated statements of income.

In addition to the defined contribution plan, the Company participates in Honor's stock compensation plan effective August 6, 2021. In October 2014, Honor adopted the Honor, Inc., 2014 Equity Incentive Plan (the "Plan") pursuant to which the board of directors may grant incentive stock options to purchase shares of the Company's common stock, nonstatutory stock options to purchase shares of the Company's common stock, restricted stock awards, restricted stock units, and stock appreciation rights to employees, directors, and consultants. Stock options must be granted with an exercise price equal to the stock's fair market value at the date of grant. Stock options generally have 10-year contractual term and vest over a four-year period starting from the date specified in each agreement. Forfeitures are accounted for as they occur. Stock-based compensation for the Company for the years ended December 31, 2023, 2022, and 2021, was \$1,995,361, \$1,580,731, and \$428,769, respectively, which was included in the consolidated statements of income as Franchisor expenses.

During 2023, the Company approved two modifications of stock-based awards. On February 15, 2023, and June 22, 2023, the Board of Directors voted and approved to extend the contractual term of certain terminated or to-be terminated employees' stock options to two years following the termination date. The total incremental compensation cost for the year ended December 31, 2023, was \$434,423.

Additionally, on June 22, 2023, the Board of Directors voted and approved accelerated vesting schedules for certain terminated employees. The vesting schedule per the grant agreement was 25% at one year and 1/48 thereafter on the last day of each month for three years. The approved modification granted the terminated employees 25% vesting in their options despite being terminated prior to the one-year mark. These employees also received the contractual term extension discussed in the paragraph above. The total incremental compensation cost for the year ended December 31, 2023 was \$3,094.

13. RELATED-PARTY TRANSACTIONS

As of December 31, 2023, the Company owed Honor a net total of \$8,085,878. The amount owed to Honor includes \$1,824,885 related to payroll paid on behalf of the Company and \$18,462,856 related to income taxes. The amount owed to the Company by related parties includes \$9,350,676 of royalties and marketing fund fees from franchisees on the Care Platform, \$1,882,393 of accrued interest on the intercompany loan, and \$968,794 of various other revenues and expenses. These amounts are included in accrued expenses and accounts receivable at December 31, 2023. At December 31, 2022, the Company owed Honor \$7,933,098 related to income taxes and \$3,073,177 related to various other expenses offset by intercompany revenue. This amount is included in accrued expenses and accounts receivable at December 31, 2022. At December 31, 2021, the Company owed Honor \$3,037,759 related to income taxes and various other expenses offset by certain revenue. This amount is included in accounts payable and accounts receivable at December 31, 2021.

In December 2022, Home Instead ("Lender") entered into an intercompany loan agreement with its parent company, Honor ("Borrower"). The loan provided a line of credit up to \$100,000,000 with a term of one year, with auto renewal unless either party provides 30-day written notice of non-renewal. The loan is convertible into an equivalent number of the Borrower's common stock, at the election of the Lender. The loan is also subordinate to Borrower's term loan with outside lenders and was based on the template provided within the term loan agreement. As of December 31, 2023, the loan receivable balance was \$91,082,235. As of December 31, 2022, the loan receivable balance was \$10,000,000. Interest income on this receivable balance was \$1,882,393 as of December 31, 2023.

and immaterial as of December 31, 2022. Note that \$2,000,000 was reflected in prepaid expenses and other current assets in the consolidated balance sheet as of December 31, 2022, which was transferred and in transit to the parent company prior to the end of the year, but not contracted until January 3, 2023.

The parent entity, Honor, contracts with certain franchisees via the Care Platform JSA to jointly provide services to care recipients. See Note 2. As part of the agreement, balances owed by the franchisees related to royalties and marketing development funds are netted from the consideration paid and transferred to Home Instead by the parent. During the year ended December 31, 2023, this amount was \$2,835,316 within franchisor revenue and \$1,134,127 within marketing fund revenue on the consolidated statements of operations.

The Company and its largest stockholder had guaranteed the bank debt on behalf of an entity under common ownership. This debt was refinanced during 2020 and removed the personal and Company guarantee. The debt was collateralized by property owned by the related entity. This debt was extinguished in 2021.

14. DEBT GUARANTEE

The Company is a secured party under Honor's credit and loan agreement dated August 6, 2021. Payment of the loan principal is guaranteed by the Company and due August 6, 2026.

15. INVESTMENT IN NON-PUBLICLY TRADED COMPANY

As of December 31, 2023, 2022, and 2021, Home Instead invested a total of \$6,000,000 in a non-publicly traded company (Investee). In accordance with ASC 321, *Investments – Equity Securities*, the Company elected to record this investment at cost minus impairment, if any, plus or minus changes from observable price changes in orderly transactions for the identical or similar investment of the same issuer. There have been no impairments or adjustments to the carrying value of this investment. The Investee produces and markets technology and related subscription services aimed at elderly consumers.

The Company recorded a payable to the Investee of \$0, \$0, and \$1,000, at December 31, 2023, 2022, and 2021, respectively.

16. RESTRUCTURING CHARGES

In June 2023, the Company initiated a plan to reduce its operating expenses and preserve cash with support from the Company's Board of Directors. The Company announced a reduction in force effective as of June 22, 2023. The affected employees were offered separation benefits, including extended termination dates in accordance with the Worker Adjustment and Retraining Notification ("WARN"), severance payments, option exercise extensions and accelerations, and temporary healthcare coverage assistance. The Company incurred a discrete restructuring- related charge of \$2,317,071, which was fully recorded and the related expenses are included within total operating expenses on the consolidated statements of operations for the year ended December 31, 2023. This charge represents the total amount to be incurred in connection with the activity. During the year ended December 31, 2023, the Company paid the entire \$2,317,071.

17. SUBSEQUENT EVENTS

The Company considered events occurring through April 29, 2024, for recognition or disclosure in the consolidated financial statements as subsequent events. That date is the date the consolidated financial statements were available to be issued. The following subsequent events were identified for disclosure.

In March, 2024, Home Instead amended its intercompany loan with Honor to increase its line of credit from \$100,000,000 to \$125,000,000. As of April 29, 2024, an additional \$114,294,545 was drawn on the intercompany loan.

In January 2024, the Company sold the franchise rights, operations, and certain assets and liabilities for all of the franchises owned and operated by Home Instead subsidiary HI Arizona, LLC for a purchase price of \$328,124. The Company will continue to receive royalties on the sales revenue generated by these franchises in future years, aligned with the franchise agreement between this franchise and Home Instead.

In December 2023, Home Instead signed an agreement with an existing international franchise partner to cancel existing master franchise agreements and enter into a new license agreement. Negotiations are underway for a new brand license agreement. In the interim, a grace period has been established with a start date of January 1, 2024 and a termination date of December 31, 2025. During the grace period, the franchise partner has the right to operate any existing businesses in their territories under Home Instead's brand and marks. For this right, the franchise partner paid \$35,000,000. Of this amount, \$10,000,000 was collected in December 2023 and booked as deferred revenue on the consolidated balance sheets. The remaining \$25,000,000 was collected in January 2024.

No additional items requiring recognition or disclosure were identified.

* * * * *

EXHIBIT B

FRANCHISE AGREEMENT



To us, it's personal

FRANCHISE AGREEMENT

FRANCHISEE

DATE OF AGREEMENT

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Attachments and Exhibits

ATTACHMENT 1 – GUARANTY AND ASSUMPTION OF OBLIGATIONS

EXHIBIT A – PROTECTED AREA

EXHIBIT B – CONFIDENTIALITY OF CLIENT HEALTH INFORMATION AGREEMENT

EXHIBIT C – SOFTWARE ACCESS AGREEMENT

HOME INSTEAD, INC.
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Franchise Agreement”) is made and entered into this ____ day of _____, 20____ (the “Effective Date”), by and between Home Instead, Inc., a Nebraska corporation (the “Franchisor”), and _____, a _____, formed and operating under the laws of the State of _____ (the “Franchisee”).

WITNESSETH:

WHEREAS, as a result of the expenditure of time, skill, effort and money, Franchisor has developed unique and distinctive formats, systems, standards and procedures (hereinafter “System”) related to establishing and operating a unique business providing home care services for seniors;

WHEREAS, Franchisor owns the System and the Licensed Marks (as defined below) and has the right to use and license others to use the System and the Licensed Marks;

WHEREAS, the distinguishing characteristics of the System include uniform standards, specifications and procedures for operations, quality and uniformity of services offered, procedures for management and financial control, training and assistance, and advertising and marketing materials; all of which may be changed, improved and further developed by Franchisor from time to time;

WHEREAS, Franchisor identifies the System by certain trade names, service marks, trademarks, emblems and indicia of origin, including the federally registered trademark Home Instead® and such other trade names, service marks and trademarks as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with the System (hereinafter referred to as “Licensed Marks”);

WHEREAS, Franchisor grants to persons who meet Franchisor’s qualifications and who are willing to undertake the investment and effort to establish and develop a Home Instead business, a franchise to own and operate a business, offering the services approved by Franchisor and utilizing Franchisor’s System (a “Home Instead Business”);

WHEREAS, Franchisor continues to develop, use and control the use of such Licensed Marks in order to identify for the public the source of services and products marketed under this System, and to represent the System’s high standards of quality and service;

WHEREAS, Franchisee understands and acknowledges the importance of Franchisor’s high standards of quality, service and the necessity of operating the Franchised Business (as defined below) hereunder in conformity with Franchisor’s standards and specifications;

WHEREAS, Franchisee acknowledges that the terms, conditions and covenants contained in this Franchise Agreement are reasonably necessary to maintain Franchisor’s standards of quality and service and the uniformity of services provided;

WHEREAS, Franchisee desires to use the System in connection with the operation of a Home Instead Business in compliance with the terms of this Franchise Agreement (the “Franchised Business”);

NOW, THEREFORE, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. GRANT OF FRANCHISE

A. Franchisor hereby grants to Franchisee, upon the terms and conditions in this Franchise Agreement, the right and license, and Franchisee hereby accepts the right and obligation, to operate a Home Instead Business within a defined geographic area established in Exhibit A (the “Protected Area”). Franchisee understands and acknowledges that Franchisor has granted the right and license to Franchisee in reliance on the business skill, financial capacity, and personal character of its Principals (as defined in Section 18) and the expectation of performance by Franchisee. The right and license granted by this Franchise Agreement is for a term of five (5) years, commencing on the date of this Franchise Agreement (the “Term”).

B. The right and license granted by this Franchise Agreement is limited to the right to provide the home care services to seniors from the Franchised Business as set forth in the Operations Manual (as defined in Section 4) (the “Approved Services”) which Franchisor has the right to change, modify and/or substitute from time to time throughout the Term. Approved Services will generally include companionship services, home helper services, personal care, nurse directed services and specialized services, as determined and defined by Franchisor.

C. Franchisee is prohibited from soliciting sales to customers or from providing Approved Services to customers located outside of the Protected Area granted to Franchisee except as Franchisor may authorize in the Operations Manual or otherwise in writing. The size of the Protected Area may vary depending upon demographics, population and commercial development, but generally will provide Franchisee with a Protected Area containing an estimated minimum population of 10,000 people aged 65 years and older. The size and description of the Protected Area are set forth in Exhibit A attached hereto and are incorporated herein by reference.

D. Termination or expiration of this Franchise Agreement constitutes a termination or expiration of the franchise and all rights granted to Franchisee under this Franchise Agreement.

E. Except as provided in this Franchise Agreement, and contingent upon Franchisee’s full compliance with this Franchise Agreement (and with any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates), Franchisor will not establish or authorize any other person or entity other than Franchisee to establish or operate a Home Instead Business within the Protected Area.

F. Notwithstanding the above, Franchisor (for itself and its now and future affiliates) reserves all rights that are not specifically granted to Franchisee, including the following:

(1) to itself operate, or to grant other persons the right to operate, a Home Instead Business at locations and on terms Franchisor deems appropriate outside the Protected Area;

(2) to sell the same products and services authorized for Home Instead Businesses under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and pursuant to terms Franchisor deems appropriate outside the Protected Area;

(3) to market and sell the products authorized or associated with a Home Instead Business under the Licensed Marks through dissimilar channels of distribution including by electronic means such as the Internet and websites Franchisor establishes and pursuant to terms Franchisor deems appropriate within and outside the Protected Area;

(4) to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of one or more websites using the Licensed Marks;

(5) to offer for sale products and services designed for older adults that are ancillary or related to the services and needs of older adults through Franchisor's current website or through other website(s) or through dissimilar channels of distribution as determined by Franchisor;

(6) to exclusively develop relationships and solicit business on behalf of the System within Franchisee's Protected Area to further develop Franchisor's National Accounts Program (as defined in Section 4(E));

(7) to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at Home Instead Businesses, and the right to franchise, license or create similar arrangements with respect to those businesses once acquired; and

(8) to be acquired by (whether through acquisition of assets, or equity interests or otherwise, regardless of the form of the transaction) or merge with a business providing products and services similar to those provided by Home Instead Businesses or by another business, even if such business operates, franchises or licenses competitive businesses in Franchisee's Protected Area. Franchisor will not be required to pay or otherwise compensate Franchisee if Franchisor exercises any of the rights specified above inside Franchisee's Protected Area.

G. The right granted Franchisee to operate the Franchised Business within the Protected Area is contingent upon Franchisee achieving and maintaining each month one of the following two requirements (the "Performance Standard"):

(1) The "Minimum Gross Sales Requirement" as stated in the Operations Manual, which Requirement Franchisor will have the right to annually adjust in accordance with Section 1(G)(5) below; or

(2) The "Minimum Client Hours Served Requirement" which is set forth in the table below (the "Table"). The minimum monthly "Client Hours Served" that Franchisee must satisfy in order to meet the Minimum Client Hours Served Requirement is based on the "Franchise Age" (as defined below) and the population of older adults in the Protected Area. The term "Client Hours Served" means, on a monthly basis, the total service hours invoiced to clients of the Franchised Business for services performed.

Franchise Age	<25,000	25,001 - 45,000	45,001 - 65,000	65,001 - 85,000	>85,000
	Monthly Hours	Monthly Hours	Monthly Hours	Monthly Hours	Monthly Hours
2	1,000	1,150	1,323	1,521	1,749
4	1,500	1,725	1,984	2,281	2,624
6	2,000	2,300	2,645	3,042	3,498
8	2,500	2,875	3,306	3,802	4,373
10	3,000	3,450	3,968	4,563	5,247
12	3,250	3,738	4,298	4,943	5,684
14	3,500	4,025	4,629	5,323	6,122
16	3,750	4,313	4,959	5,703	6,559
18	4,000	4,600	5,290	6,084	6,996
20	4,250	4,888	5,621	6,464	7,433
22	4,500	5,175	5,951	6,844	7,871
24	4,750	5,463	6,282	7,224	8,308
26	5,000	5,750	6,613	7,604	8,745
28	5,250	6,038	6,943	7,985	9,182
30	5,750	6,613	7,604	8,745	10,057

(3) For purposes of the Minimum Client Hours Served Requirement, the number of “older adults” is set forth in five tiers located in the top row of the Table. The number of older adults in Franchisee’s Protected Area as of the Effective Date is based on third-party demographic research and is provided in Exhibit A. For purposes of this Section, an “older adult” is a person residing within the Protected Area that is sixty-five years of age or older. Franchisor reserves the right to review and periodically update the older adult population information for Franchisee’s Protected Area and will inform Franchisee of such updated older adult population information.

(4) The first column of the Table sets forth the Franchise Age of the Home Instead Businesses. The “Franchise Age” is defined as follows:

(a) If Franchisee is the original owner of the Franchised Business, then the Franchise Age is calculated from the date of execution of Franchisee’s initial franchise agreement for the Franchised Business.

(b) If Franchisee is acquiring an existing franchised business, then the Franchise Age will be calculated from the year that the Home Instead Business

first began operations, including all prior ownership.

The Franchise Age of this Franchised Business as of the Effective Date is stated in Exhibit A.

(5) The monthly Minimum Gross Sales Requirement is the product of the Average Client Price (as defined herein) multiplied by the applicable Client Hours Served. The initial Minimum Gross Sales Requirement for Franchisee, as set forth in Exhibit A and the Operations Manual, represents the five-year average client price per hour charged by Home Instead Businesses in the United States from 2018 to 2022 (the “Average Client Price”) multiplied by the corresponding Client Hours Served. The Average Client Price may be updated through the Operations Manual no more frequently than annually by replacing the then-current Average Client Price with the most recent Average Client Price to reflect the most recent five-year average client price.

(6) A Franchisee owning more than one Home Instead Business must satisfy the Performance Standard for each Home Instead Business.

(7) Franchisor reserves the right to modify and/or increase the Performance Standard for any Renewal Term (as defined in Section 15) granted pursuant to the terms of Section 15 of this Franchise Agreement. If Franchisee fails to achieve and maintain the Performance Standard at any time, in addition to any other remedies available to Franchisor, Franchisor will have the right to revoke the right of exclusivity granted Franchisee under Section 1 of this Franchise Agreement and to grant additional Franchises within the Protected Area.

H. Franchisee and its Principals have no options, rights of first refusal, or similar rights to acquire additional franchises and shall not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, corporation or other entity or arrangement, acquire an ownership interest in any other Home Instead Business without Franchisor’s prior written consent.

2. LOCATION OF OFFICE

A. Franchisee must select and open, at a site located within the Protected Area to which Franchisor consents (in writing), an office (the “Office”) to exclusively operate the Franchised Business. Franchisee assumes all costs, liability, expense and responsibility for the location of the Office, which must be located within a commercial office space within the Protected Area and may not be in a residence. Franchisee is prohibited from opening or operating the Franchised Business at or from any location outside the Protected Area. Franchisee acknowledges the location, selection and development of the Office is Franchisee’s sole responsibility. Franchisee may consult with real estate and other professionals of Franchisee’s choosing in the selection of a location for the Office. Franchisee acknowledges and agrees that Franchisor’s consent to the location of the Office for the Franchised Business does not constitute a representation, promise, warranty or guaranty, express or implied, by Franchisor that the Franchised Business operated at the approved location will be profitable or otherwise successful.

B. Franchisee must enter into a lease or purchase the site of the Office prior to Franchisee's attendance at the franchise training program held by Franchisor (the "Franchise Training Program").

3. OPENING OF THE FRANCHISED BUSINESS

A. DEVELOPMENT OF THE FRANCHISED BUSINESS

Franchisee shall furnish, equip and decorate the Office in compliance with the standards and specifications of Franchisor. Franchisee shall complete substantial construction, if necessary, or the remodeling and improvements to the location of the Office and shall install all systems as required by Franchisor prior to opening of the Franchised Business.

B. IDENTIFICATION OF THE FRANCHISED BUSINESS

Franchisee agrees to acquire and use signage on the exterior and interior as may be required by Franchisor and to identify the Franchised Business in compliance with Franchisor's standards and specifications. Franchisee shall identify the Office and operate it as an independently owned and operated Franchised Business.

C. FRANCHISED BUSINESS OPENING

Franchisee agrees to complete all opening requirements, including successful completion of the Franchise Training Program, and open the Franchised Business for operation within thirty (30) days from the Effective Date. If Franchisee must obtain a license to operate the Franchised Business in the state where the Franchised Business will be operated and Franchisee uses its best efforts to obtain such license, the date by which Franchisee must successfully complete the Franchise Training Program and open the Franchised Business is thirty (30) days after the later of: (a) the Effective Date; or (b) the date Franchisee obtains its license but no greater than ninety (90) days after the Effective Date. Franchisee agrees to successfully complete all required training, including the Franchise Training Program, prior to opening the Franchised Business for operation, or as agreed to by Franchisor and Franchisee.

D. RELOCATION OF FRANCHISED BUSINESS

Franchisee shall not relocate the Office without the express written consent of Franchisor. If Franchisee's lease for the premises of the Office expires or terminates without fault of Franchisee, or if in the judgment of Franchisor and Franchisee there is a change in the character of the location of the Franchised Business sufficiently detrimental to its business potential to warrant its relocation, Franchisor will grant written permission for relocation of the Office to a location approved in writing by Franchisor. Any relocation must be at Franchisee's sole expense and within the Protected Area.

4. TRAINING AND OPERATING ASSISTANCE

A. TRAINING

Before the opening of the Franchised Business, Franchisor will furnish, and Franchisee (or any Principal who has been approved by Franchisor) and any proposed manager of the Franchised Business must attend and successfully complete, the Franchise Training Program on the operation of

a Home Instead Business, furnished at a place and time Franchisor designates. Franchisee is solely responsible for the compensation, travel, and living expenses incurred in connection with attendance at the Franchise Training Program or at any supplemental training programs. Franchisor will arrange and pay for up to five (5) nights of hotel accommodations for Franchisee and up to one other person for the Franchise Training Program.

The Franchise Training Program lasts approximately one (1) week. However, Franchisor may require Franchisee to continue training for a longer period of time up to ten (10) business days. The Franchise Training Program includes instruction relating to the operation of the Franchised Business, marketing, costs and cash control, client service, staffing, insurance and bonding, computer software systems and methods of controlling operating costs. If, at any time, Franchisor determines that any proposed manager is not qualified to manage the Franchised Business, Franchisor will notify Franchisee and Franchisee may select and enroll a substitute manager in the Franchise Training Program.

After the opening of the Franchised Business, Franchisor may provide training (subject to reasonable limitations prescribed by Franchisor as to frequency, location and time) to any new manager of the Franchised Business. Franchisor has the right to assess Franchisee reasonable charges of five hundred dollars (\$500) per day for the additional training. Franchisor has the right to require that Franchisee (or a Principal) and any manager(s) attend supplemental training programs during the Term, to be furnished at a time and place Franchisor designates. Franchisor may also require Franchisee to attend training programs as a condition of renewal of the Franchised Business.

B. HIRING AND TRAINING OF EMPLOYEES BY FRANCHISEE

Franchisee is solely responsible for the hiring and firing of all the employees of the Franchised Business and for the terms of their employment, supervision, management, compensation, training, and all personnel decisions respecting the Franchised Business's employees. Franchisee is responsible for compliance with all applicable federal, state, and local laws and regulations including any licensing requirements and other laws governing its relationship with employees.

Franchisee must comply with specified operating standards and procedures prescribed by Franchisor as indicated in the Operations Manual and as conveyed to Franchisee in writing by Franchisor throughout the Term including the requirement of Franchisee to conduct criminal background checks and drug screening, to the extent allowed under applicable law, on all of Franchisee's employees. A criminal background check and drug screen must be completed on each employee of Franchisee as a prerequisite to employment by Franchisee due to the vulnerable older adult population that Franchisee is serving. Franchisee agrees that Franchisor does not assume any responsibility or liability for the hiring or training of Franchisee's employees, which Franchisee acknowledges is the sole responsibility of Franchisee.

C. OPERATING ASSISTANCE

Franchisor may advise Franchisee of operating problems of the Franchised Business disclosed by reports submitted to or inspections made by Franchisor. Further, Franchisor may furnish to Franchisee assistance in connection with the operation of the Franchised Business as Franchisor deems appropriate. Operating assistance may consist of guidance for:

- (1) consultation on promotional, business and operational problems and analysis of marketing and financial data;
 - (2) election, purchasing and marketing of Approved Services;
 - (3) marketing assistance and sales promotion programs;
 - (4) administrative, bookkeeping, accounting and general operating procedures;
- and
- (5) developing advertising and promotional materials for local advertising for the Franchised Business, at Franchisor's reasonable judgment.

Guidance, in the manner and scope determined by Franchisor, is furnished to Franchisee in the form of Franchisor's Operations Manual, bulletins or other written materials, electronic or telephone consultations and/or consultations at the offices of Franchisor or at the Franchised Business.

D. OPERATIONS MANUAL

Franchisee must operate the Franchised Business in accordance with the most current and up-to-date copy of Franchisor's confidential operations manual (the "Operations Manual"), which is available during the Term (and any Renewal Term) via Franchisor's intranet website, or such other format as Franchisor may determine. Franchisee acknowledges that the Operations Manual belongs solely to Franchisor. The Operations Manual contains the scope of Approved Services, mandatory and suggested specifications, standards and operating procedures prescribed by Franchisor for Home Instead Businesses, and information relative to other obligations of Franchisee. Any required specifications, standards and operating procedures exist to protect Franchisor's interest in the System and the Licensed Marks and to create a uniform client experience, and not to establish any control or duty to take control over those matters that are reserved to Franchisee. Franchisor determines the scope of Approved Services. Franchisor's determination of the scope of Approved Services is binding upon Franchisee. Franchisor has the right to add to, and otherwise modify, the Operations Manual on its website or through other electronic means to reflect changes in authorized products and Approved Services, or changes in specifications, standards and operating procedures of a Home Instead Business or the System generally. Franchisee must ensure that its version of the Operations Manual, whether in paper, electronic or other format, are current and up to date and in conformance with the master copy maintained by Franchisor.

E. NATIONAL ACCOUNTS PROGRAM

Franchisor operates a "National Accounts Program" under which Franchisor and its affiliates have the right to exclusively negotiate and enter into agreements, the terms of which shall be commercially reasonable, with National Accounts operating both inside and outside of the Protected Area. The term "National Accounts" means certain multi-state, multiple location or specialized service clients that Franchisor periodically may designate, including referral services, group service or purchase organizations, insurance companies, hospital systems, nursing homes, or hospice facilities, which directly or through agents or other third parties owns, manages, services, controls or otherwise has responsibility for business in more than one (1) franchisee's exclusive or protected area. Franchisee must participate in the National Accounts Program and comply with the terms of

the Program as described in the Operations Manual or as Franchisor otherwise describes in writing. Franchisee understands that Franchisor will establish the rules under which Franchisee will or may participate, and be compensated for participation, in the National Accounts Program and that Franchisor may terminate, modify, or replace the National Accounts Program at any time. Franchisee must pay Franchisor its then-current fees associated with the National Accounts Program. Franchisor makes no guarantees or promises that Franchisee will receive any referrals or generate any revenue through Franchisee's participation in the National Accounts Program.

5. LICENSED MARKS

A. OWNERSHIP AND GOODWILL OF LICENSED MARKS

Franchisee acknowledges that Franchisee has no interest or ownership rights whatsoever in or to the Licensed Marks and that Franchisee's right to use the Licensed Marks is derived solely from this Franchise Agreement and is limited to the conduct of its Franchised Business pursuant to and in compliance with this Franchise Agreement and all applicable specifications, standards and operating procedures prescribed by Franchisor during the Term. Any unauthorized use of the Licensed Marks by Franchisee constitutes an infringement of the rights of Franchisor in and to the Licensed Marks.

Franchisee must follow Franchisor's standards and procedures in the use of the Licensed Marks, including providing proper notices of trademark and service mark registration and obtaining fictitious or assumed named registrations to the extent required by law.

Franchisee acknowledges and agrees that all usage of the Licensed Marks by Franchisee and any goodwill associated with the Licensed Marks is exclusively for the benefit of Franchisor and that this Franchise Agreement does not confer any goodwill or other interests in the Licensed Marks upon Franchisee. Franchisee shall not, at any time during the Term or after its termination or expiration, contest the validity or ownership of any of the Licensed Marks or assist any other person in contesting the validity or ownership of any of the Licensed Marks. To the extent there is a possibility of any adverse publicity or public relations as a result of Franchisee's operation of the Franchised Business or as a result of Franchisee's acts or omissions that could adversely impact the Licensed Marks, Franchisor shall have the right at its election to solely control all or a portion of any related crisis management efforts and communications.

All provisions of this Franchise Agreement applicable to the Licensed Marks apply to any additional trademarks, service marks, logo forms and commercial symbols authorized for use by and licensed to Franchisee pursuant to the Franchise Agreement.

B. LIMITATIONS ON FRANCHISEE'S USE OF LICENSED MARKS

Franchisee agrees to use the Licensed Marks as the sole identification of the Franchised Business, provided Franchisee identifies itself as the independent owner in the manner prescribed by Franchisor. Franchisee must not use any Licensed Mark as part of any corporate name, trade name, or domain name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee may not use any Licensed Mark in the sale of any unauthorized products or services; or in the sale, promotion or offering of any product or service of any business in which Franchisee or any of its Principals has a direct or indirect ownership interest for themselves or through, on behalf of, or in conjunction with any other person, persons, partnership, limited liability company, corporation or other entity or arrangement; or give third parties, including third

party vendors, the right or authority to use any Licensed Mark in any other manner not expressly authorized in writing by Franchisor. Franchisee agrees to display the Licensed Marks prominently and in the manner prescribed by Franchisor on signs and forms. Further, Franchisee agrees to provide notices of trademark and service mark registrations and copyrights Franchisor specifies and to obtain fictitious or assumed name registrations as may be required under applicable law.

C. RESTRICTIONS ON INTERNET AND WEBSITE USE

Franchisor retains the sole right to advertise the System and to sell products and services on the Internet (and any other means of electronic or other communication that may be developed in the future) and to create, operate, maintain and modify, or discontinue the use of, a website using the Licensed Marks. Franchisee shall not without the prior written consent of Franchisor: (i) link or frame Franchisor's website; (ii) add or modify code such as pixels, cookies, forms or links that collect data about website visitors; (iii) conduct any business or offer to sell or advertise any products or services on the Internet (or any other existing or future form of electronic communication) including email marketing or other digital marketing; (iv) create or register any Internet domain name in connection with the Franchised Business; (v) use any e-mail address which Franchisor has not authorized for use in operating the Franchised Business; or (vi) conduct any activity on social media or related social networking websites. Franchisee is responsible for the security of the hardware and software used in the Franchised Business, as well as the privacy and security of data Franchisee collects, use or disclose in connection with the Franchised Business, and must maintain and regularly update antivirus, spyware and firewall protection.

Franchisor has registered certain domain names, including domain names which include the Licensed Marks and variations thereof, as well as various promotional and educational programs developed by Franchisor, and will continue to register additional domain names from time to time as it sees fit. Franchisee acknowledges that Franchisor is the lawful and sole owner of all domain names registered by Franchisor. Franchisee agrees not to register any of the Licensed Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names including generic and country code top level domain names available at the present time or in the future. In addition, Franchisee will not register any domain name that is the same as or could be deemed confusingly similar to any domain name registered by Franchisor.

D. NOTIFICATION OF INFRINGEMENTS AND CLAIMS

Franchisee must notify Franchisor immediately in writing of any apparent infringement of or challenge to Franchisee's use of any Licensed Mark, or claim by any person of any rights in any Licensed Mark or any similar trade name, trademark or service mark of which Franchisee becomes aware. Franchisee must not communicate with any person other than Franchisor and its counsel in connection with any infringement, challenge or claim. Franchisor has the sole and absolute right to take action it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. Franchisee agrees to execute all instruments and documents, render assistance and do acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor in any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding or to otherwise protect and maintain the interests of Franchisor in the Licensed Marks.

E. **INDEMNIFICATION OF FRANCHISEE/DISCONTINUANCE OF USE OF LICENSED MARKS**

Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which Franchisee is held liable in any proceeding in which Franchisee's use of any Licensed Mark is held to constitute trademark infringement, unfair competition, or dilution, and for all costs reasonably incurred by Franchisee in the defense of any claim brought against Franchisee or in any proceeding in which Franchisee is named as a party, provided that Franchisee timely notifies Franchisor of the claim or proceeding and has otherwise complied with this Franchise Agreement and provided further that the aggregate liability of Franchisor under this Section 5(E) shall be limited to the amount paid by Franchisee pursuant to Section 8(A) of this Franchise Agreement. Franchisor has the right to defend any such claim. If Franchisor defends the claim, Franchisor has no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursements incurred by Franchisee.

If it becomes advisable at any time for Franchisor or Franchisee to modify, substitute or discontinue use of any Licensed Mark, or to use one or more additional or substitute trademarks or service marks, Franchisee must comply with Franchisor's directions within a reasonable time after notice by Franchisor. Franchisee shall be responsible for all out-of-pocket costs and expenses incurred in connection with complying with this obligation without liability or obligation to Franchisor for such costs, expenses or loss of revenue.

6. **CONFIDENTIAL INFORMATION - COVENANTS**

A. Franchisor possesses certain confidential information including methods, techniques, formats, specifications, procedures, information including valuable Trade Secrets (as defined in Section 6(B) below), systems and knowledge of and experience in the operation and franchising of Home Instead Businesses (the "Confidential Information"). Franchisor discloses some of the Confidential Information to Franchisee in furnishing Franchisee the Franchise Training Program, the Operations Manual, guidance, and other communications furnished to Franchisee during the Term (or any prior term or any Renewal Term).

B. Franchisee acknowledges and agrees that it will not acquire any interest in the Confidential Information, other than the right to utilize it in the development and operation of the Franchised Business during the Term and any Renewal Term, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. Franchisee acknowledges and agrees that the Confidential Information is proprietary information and is disclosed to Franchisee solely on the condition that Franchisee agrees, and Franchisee does agree, that it: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the Term; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form; and (4) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosures to employees of the Franchised Business. Franchisee is required to and does hereby agree to require all the Franchisee's managers and office employees to sign non-solicitation and non-compete agreements, unless prohibited by applicable law or regulation. Franchisee is also required to and does hereby agree to require all Franchisee's employees to sign a confidentiality agreement. In addition, Franchisee agrees that it will not disclose Confidential

Information to any third party, including a third party vendor, unless and until such third party has signed an appropriate confidentiality agreement agreeing, among other things, that such party will maintain the absolute confidentiality of all Confidential Information disclosed to such party by Franchisee, its Principals, managers, agents or employees. Franchisee acknowledges and agrees that all of the Confidential Information it now has access to or obtains in the future concerning the System and the methods of operation and the concepts and methods of promoting the Franchised Business are derived from Franchisor pursuant to this Franchise Agreement, and Franchisee and its Principals shall not, without the written consent of Franchisor, disclose such information or use it for Franchisee's or Principals' own benefit, except to operate the Franchised Business during the Term and any Renewal Term. Notwithstanding the foregoing, Franchisee may disclose such Confidential Information and Trade Secrets to those employees who need access to perform their employment duties to Franchisee (and then only to the extent necessary to enable them to perform their employment duties). For purposes of this Franchise Agreement, "Trade Secrets" shall mean information or data about Franchisor or any of its products or services including technical or non-technical data, formulae, methods, techniques, drawings, processes, financial data, financial plans, product and promotional plans, lists of actual or potential advertisers, lists of clients (including National Accounts clients) and other "Client Data" (as defined in Section 12(C) below) or lists of suppliers, that: (a) derives economic value, actual or potential, from not being generally known to, or generally ascertainable by, proper means by other persons who can obtain economic value from their disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain Trade Secrets, as specified in the Operations Manual.

C. Franchisee specifically acknowledges and agrees that Franchisor has legitimate business interests in, among other things, protecting against unauthorized use or disclosure of its Confidential Information and Trade Secrets, protecting Home Instead Businesses from franchisees engaging in unfair competition, encouraging a free exchange of ideas and information among Home Instead Businesses, and Franchisee complying with its obligation to exert its best efforts to promote and enhance its Franchised Business. To protect these and other legitimate business interests, Franchisee agrees that during the Term and any Renewal Term, Franchisee shall not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with its Principals or any other person, partnership, limited liability company, corporation or other entity or arrangement:

(1) Divert or attempt to divert any existing or potential business or client of any Home Instead Business to any other business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care in their homes, by direct or indirect inducement or otherwise. Notwithstanding the foregoing, it is not a violation of this Section 6(C)(1) for Franchisee to refer business or clients of the Franchised Business to another Home Instead Business. Additionally, if neither Franchisee nor any other Home Instead Business is able or willing to provide one or more Approved Services to a particular older adult, subject to the written approval of Franchisor in each case, it is not a violation of this Section 6(C)(1) for Franchisee to refer such client or business to a non-Home Instead business so long as that business is not owned or operated in violation of Section 6(C)(3).

(2) Do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System; or

(3) Own, maintain, operate, make loans to, or have any other financial or beneficial interest in (including any type of interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations, joint ventures, or other entities), or advise or assist, any other business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care in their homes. Notwithstanding the foregoing, it is not a violation of this Section 6(C)(3) for Franchisee to: (a) provide non-financial assistance or advice to other Home Instead franchisees; or (b) to directly or indirectly own, maintain, operate, make loans to, or have any other financial or beneficial interest in another Home Instead Business so long as Franchisor has provided written authorization.

The parties acknowledge and agree that each of the covenants contained in Section 6(C) are reasonable limitations as to time, geographic area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the Confidential Information, Trade Secrets, goodwill, and other business interests of Franchisor. Franchisee agrees that breach of any covenant in Section 6(C) will cause irreparable injury to Franchisor. The parties agree that each of the covenants in Section 6(C) shall be construed as independent of any other provision of this Franchise Agreement. If all or any portion of any covenant in Section 6(C) is held unenforceable or unreasonable by a court or agency having valid jurisdiction in an unappealable final decision to which Franchisor is a party, Franchisee agrees to be bound by a lesser covenant subsumed within the terms of that covenant that imposes the maximum duty or limitation permitted by law, as if such lesser covenant were expressly set forth in Section 6(C).

D. Franchisee must fully and promptly disclose to Franchisor all ideas, concepts, methods and techniques including any improvements or additions to the System or in the method of operation, or of copyrightable works, Internet web pages or any other documents or information relating to the System, the Franchised Business, or the operation of Home Instead Businesses, or any new trade names, trademarks, service marks or other commercial symbols related to Home Instead Businesses, or any advertising and promotional ideas (collectively, the "Improvements") relating to the development or operation of a Home Instead Business conceived or developed by Franchisee or Franchisee's employees during the Term, any prior term or Renewal Term. Franchisee agrees that Franchisor has the perpetual right to use and authorize others to use the Improvements without any obligation to Franchisee for royalties or other fees. Franchisee further agrees to sign any assignment documents that Franchisor requires to transfer any ownership interest in such Improvements to Franchisor.

7. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. It is understood and agreed by the parties that this Franchise Agreement does not create a fiduciary relationship between them, that Franchisor and Franchisee are independent contractors and that nothing in this Franchise Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose. It is also understood and agreed by the parties that the Franchised Business is owned and operated by Franchisee independent of Franchisor but that the terms and conditions of this Franchise Agreement are necessary and critical to protect and maintain the System.

B. Franchisee must identify itself at the premises of the Franchised Business and in all dealings with clients, lessors, contractors, suppliers, public officials and others as the independent owner and operator of the Franchised Business under a franchise from Franchisor.

C. Franchisor has not authorized or empowered Franchisee to use the Licensed Marks except as provided by this Franchise Agreement, and Franchisee must not employ any Licensed Mark in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation without the prior written consent of Franchisor, or employ any Licensed Mark in a manner that is likely to result in liability of Franchisor for any indebtedness or obligation of Franchisee, or employ any Licensed Mark in a manner that is likely to result in any confusion about Franchisee's status as an independent owner and operator of the Franchised Business.

D. Neither Franchisor nor Franchisee may make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and franchisee, and neither Franchisor nor Franchisee is obligated by or has any liability under any agreements or representations made by the other that are not expressly authorized in writing. Due to the independent ownership and operation of the Franchised Business by Franchisee and the representations by Franchisee to the public of Franchisee's independent ownership and operation of the Franchised Business, Franchisee agrees that Franchisor is not obligated for any damages to any person or property directly or indirectly arising out of the operation of the Franchised Business, whether or not caused by Franchisee's negligent or willful action or failure to act.

E. Franchisor has no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon Franchisee, the Franchised Business or its assets, or upon Franchisor in connection with sales made, services performed or business conducted by Franchisee.

F. Franchisee agrees to indemnify and hold Franchisor and its subsidiaries, affiliates, shareholders, directors, officers, employees, agents, successors and assignees harmless against, and to reimburse them for, any loss, liability, taxes or damages (including actual, consequential and punitive damages) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including reasonable auditor, accountant, attorney, legal and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) which any of them may suffer, sustain or incur by reason of, arising from or in connection with Franchisee's ownership or operation of the Franchised Business or any actions, errors or omissions of Franchisee or its employees, representatives, agents, or Principals, which are either related to or incidental to Franchisee's ownership or operation of the Franchised Business, including by way of example: (i) Franchisee's operation or use of an Internet website containing any reference to Franchisor from which any claim may arise including claims that the text, photographs, drawings, or other content posted by Franchisee or a third party to Franchisee's website infringes a third party's trademark, logo, copyright, or other intellectual property right, discloses or misappropriates a trade secret, violates a third party's right of privacy or publicity, or is slanderous or libelous towards a third party, unless the loss, liability or damage is solely due to the negligence of Franchisor; (ii) Franchisee's violation or alleged violation of any patent, trademark or copyright law or any other intellectual property or privacy law; (iii) Franchisee's violation, breach or alleged violation of any federal, state or local law, regulation, rule or standard, including any labor or employment laws; (iv) Franchisee's act of libel,

slander, or another form of defamation; or (v) Franchisee's failure to cooperate with or produce to Home Instead complete and accurate documentation in response to an individual data rights request.

G. The indemnities and assumptions of liabilities and obligations set forth in this Section will continue in full force and effect after the expiration or termination of this Franchise Agreement.

8. FRANCHISE FEES

A. INITIAL FRANCHISE FEE

If this is the initial franchise agreement entered into by Franchisee and Franchisor, Franchisee must pay Franchisor a nonrecurring initial franchise fee in the amount of fifty-four thousand dollars (\$54,000), paid in full upon execution of this Franchise Agreement. The initial franchise fee is fully earned by Franchisor upon execution of this Franchise Agreement and is nonrefundable. If this is a renewal franchise agreement as contemplated under Section 15, Franchisee shall pay the renewal fee as set forth in Section 15(A). If Franchisee is purchasing a transfer business as contemplated under Section 14, Franchisee or Transferee shall pay the transfer fee as set forth in Section 14(C)(10).

B. ROYALTY FEE AND TAX MATTERS

Franchisee agrees to pay Franchisor a non-refundable royalty fee of five percent (5%) of Franchisee's total Gross Sales as defined below. For purposes of determining the applicable royalty, annual Gross Sales will commence with the first day of operation of the Franchised Business.

The royalty fee on the Gross Sales for the previous reporting period is due and payable on such dates and in such manner as Franchisor periodically may establish and describe in the Operations Manual. Currently, the ongoing and continuing royalty fee is due and payable on the 8th and 23rd days of each month for the previous reporting period; however, Franchisees currently have their royalty fee payment obtained by automatic electronic funds transfer ("Auto Pay") by Franchisor. The royalty fee is obtained on the 15th and 30th of each month for the previous reporting period. Franchisor reserves the right to change such payment dates.

In addition to the royalty fees described above, Franchisor has the right to collect from Franchisee monthly an amount equal to any taxes, including corporate income tax, license fees, taxes on franchise fees and royalty fee payments paid by Franchisee imposed on the Franchisor by an entity of the state where the Franchised Business is located. This payment is in addition to the royalty fee payments described above.

C. DEFINITION OF "GROSS SALES"

The term "Gross Sales" means the aggregate amount of all sales of all services and products, and other goods and services, whether for cash, on credit or otherwise, made or provided at or in connection with the Franchised Business, including all charges for services performed on behalf of clients of the Franchised Business. The term "Gross Sales" does not include: (1) any federal, state, municipal or other sales tax, goods and services tax, value-added or other retailer's excise tax, or any other similar tax on the supply of goods and services collected from clients at the point of sale and that Franchisee pays or accrues; or (2) adjustments for net returns on salable goods and discounts allowed to clients on sales. Gross Sales will not be adjusted for uncollected accounts. For purposes

of the royalty fee, the sale is made at the earlier of delivery of the service or product, or receipt of payment.

D. ROYALTY FEE REPORTS

Each royalty fee payment must be accompanied or preceded by a royalty report itemizing the Gross Sales for the previous reporting period and any other reports required by Franchisor. Franchisee must provide Franchisor with the Gross Sales information on or before the eighth (8th) and twenty-third (23rd) days of each month (or such other dates as established by Franchisor as permitted by Section 8(B)) following the previous reporting period by facsimile transmission, email or other method of delivery Franchisor reasonably directs.

E. ELECTRONIC FUNDS TRANSFER

By executing this Franchise Agreement, Franchisee agrees that Franchisor will withdraw funds from Franchisee's designated bank account by Auto Pay for amounts owed to Franchisor pursuant to this Franchise Agreement or otherwise. If payments are not received when due, interest may be charged by Franchisor in accordance with this Section. Franchisee must execute other documents Franchisor or Franchisee's bank requires to implement the foregoing procedure. It is a material default of this Franchise Agreement if Franchisee closes the designated bank account without first notifying Franchisor, establishing another account, and executing all documents necessary for Franchisor to process payments by Auto Pay for the new designated account.

F. TECHNOLOGY FEE

Franchisee agrees to pay Franchisor the then-current "Technology Fee." The Technology Fee defrays the indirect costs of creating, implementing and supporting new and existing software and technology platforms such as hosting, integration development, server infrastructure and support that are often not included in direct costs of those software and technology platforms and may also cover direct and indirect costs of technology built on an Honor Technology, Inc. platform. After Franchisor implements the Technology Fee, the Technology Fee may be adjusted at any time with sixty (60) days' prior written notice to Franchisee; provided that Franchisor will not increase the Technology Fee by more than twenty-five percent (25%) each calendar year.

G. INTEREST ON LATE PAYMENTS

Franchisee is not entitled to withhold or set-off against payments due Franchisor under this Franchise Agreement on grounds of alleged nonperformance by Franchisor or for any other reason. Any payment or report not actually received by Franchisor on or before the date due is deemed overdue. All unpaid obligations under this Franchise Agreement bear interest from the date due until paid at the lesser of (i) the prime commercial rate of interest plus three percent (3%) as reported in the Wall Street Journal (Midwestern edition) per annum from time to time or by any bank or financial institution designated by Franchisor (but in no event less than twelve percent (12%) per annum), or (ii) the maximum rate (if any) allowed by applicable law. Notwithstanding anything to the contrary contained in this Franchise Agreement, no provision of this Franchise Agreement requires the payment or permits the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest in this respect is provided for in this Franchise Agreement, or is adjudicated to be so provided in this Franchise Agreement, the provisions of this paragraph govern

and prevail and neither Franchisee nor its Principals are obligated to pay the excess amounts of the interest. If for any reason interest in excess of the maximum rate allowed by applicable law is deemed charged, required or permitted, any excess shall be applied as a payment and reduction of any other amounts which may be due and owing to Franchisor, and if no payments are due and owing then the excess shall be repaid to the party that paid the interest.

Franchisee acknowledges and agrees that this Section does not constitute Franchisor's agreement to accept payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of, the Franchised Business. Further, Franchisee acknowledges that its failure to pay all amounts when due is a material default of this Franchise Agreement and shall constitute grounds for termination of this Franchise Agreement, as provided in Section 16.

H. APPLICATION OF PAYMENTS

Notwithstanding any designation by Franchisee, Franchisor shall be entitled to apply any payments received from Franchisee or to offset any amount owed by Franchisor to Franchisee against any past due amount owed by Franchisee to Franchisor for royalty fees, interest, purchases from Franchisor or its affiliates, marketing fund or advertising contributions, Technology Fee, or any other amount owed by Franchisee to Franchisor or its affiliates. The acceptance by Franchisor of a payment from Franchisee for less than the full amount owed shall not be deemed a waiver by Franchisor or prevent Franchisor from pursuing any of its remedies against Franchisee for failure to pay any amount owing to Franchisor in a timely manner.

I. WITHHOLDING PAYMENTS UNLAWFUL

Franchisee will not withhold payment of any royalty, advertising contribution, Technology Fee or any other amount due to Franchisor. Any alleged non-performance or breach of Franchisor's obligations under this Franchise Agreement, or any related agreement, does not establish a right at law or in equity for Franchisee to withhold payment due to Franchisor for royalty fees, Technology Fee, advertising contributions or any other amounts due from Franchisee to Franchisor or its affiliates.

9. BUSINESS IMAGE AND OPERATING STANDARDS: FRANCHISEE REQUIREMENTS

A. OPERATION OF FRANCHISED BUSINESS

Franchisee must maintain and operate the Franchised Business in conformity with Franchisor's standards and specifications as may be modified from time to time. Franchisee must obtain, at Franchisee's cost and expense, any new or additional supplies or equipment (including computer software systems) as Franchisor reasonably requires for Franchisee to offer the Approved Services and to operate the Franchised Business in the manner Franchisor specifies. Except as may be expressly provided in the Operations Manual or as provided by written notice from Franchisor, no change in the Approved Services may be made by Franchisee. Franchisee must provide additional Approved Services from the Franchised Business as required by Franchisor.

B. REBUILDING OF FRANCHISED BUSINESS/DAMAGE CAUSED BY CASUALTY

If the Office is damaged or destroyed by fire or any other casualty, Franchisee must, within thirty (30) days, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) repairs or reconstruction, in order to restore the premises of the Office to its original condition before casualty.

C. LOCATION RESTRICTION

Franchisee agrees that the Office which it occupies, the equipment located on the premises, and the telephone numbers used by the Franchised Business will not be used for any purpose other than the operation of a Home Instead Business in compliance with this Franchise Agreement, and that Franchisee's use of the Office, the equipment located therein, and/or the telephone numbers utilized by the Franchised Business for any other purpose, including to operate or engage in any activities relating to the operation of a business other than a Home Instead Business, is a material default of this Franchise Agreement.

D. STANDARDS OF SERVICE

The Franchisee must at all times give prompt, courteous and efficient service to its clients. The scope of the Approved Services provided by Franchisee must be in compliance with Franchisor's standards for Approved Services. Franchisee, its Principals, and the Franchised Business shall, in all dealings with its clients and suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, and shall not engage in any behavior or take any action that harms, or could potentially harm, the Home Instead brand, as determined by Franchisor. Franchisee must maintain a competent, conscientious, trained staff and take steps as necessary to ensure that its employees comply with Franchisor's standards.

E. OPERATIONS, STANDARDS AND PROCEDURES

Franchisee acknowledges and agrees the uniformity of all Approved Services provided in the operation of the Home Instead Business is important to Franchisor and other Home Instead Businesses. Franchisee agrees to maintain Franchisor's standards of quality and service in the operation of the Franchised Business and, accordingly, agrees to comply with all required specifications, standards and operating procedures (whether contained in the Operations Manual or any other electronic, written or oral communication to Franchisee) relating to the Franchised Business, as determined by Franchisor.

F. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including labor and employment laws. Franchisee must obtain and maintain in effect all required and applicable licenses, permits and certificates related to the operation of the Franchised Business. Franchisee must comply with all laws and regulations relating to privacy and data protection, and Franchisee must comply with any privacy and data protection policies and breach response policies, in addition to any policies that Franchisor periodically may establish or require.

Franchisee must protect Personal Health Information (as defined in Exhibit B) in accordance with all applicable state and federal law, and must sign a “Confidentiality of Client Health Information Agreement” in the form attached hereto as Exhibit B.

Franchisee must notify Franchisor in writing within five (5) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, or award of decree, by any court, agency, or other governmental instrumentality. Franchisee must notify Franchisor immediately of any data privacy or security incident, or suspected data breach at or in connection with the Franchised Business. In the event of a data privacy incident or data breach Franchisor may, in its discretion, require Franchisee to take reasonable investigatory actions and remediation efforts specified by Franchisor or its agent in writing.

G. COMPLIANCE WITH ANTI-TERRORISM LAWS

Franchisee agrees to comply with and to assist Franchisor to comply with Anti-Terrorism Laws as defined below. Franchisee certifies, represents and agrees that none of its property or interests is subject to being blocked under, and that Franchisee and its Principals are not in violation of any Anti-Terrorism Laws. The term “Anti-Terrorism Laws” shall mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other existing and future federal, state and local laws, ordinances, regulations, policies and other requirements of any governmental authority addressing or relating to terrorist acts and acts of war. A violation of an Anti-Terrorism Law by Franchisee or by any of its Principals or the blocking of any Franchisee’s assets or the assets of any of its Principals by application of the Anti-Terrorism Laws shall constitute good cause for the immediate termination of this Agreement, upon written notice from Franchisor to Franchisee.

H. MANAGEMENT OF THE FRANCHISED BUSINESS/CONFLICTING INTERESTS/OTHER BUSINESS INTERESTS

The Franchised Business must at all times be under the direct, day-to-day, full-time supervision of Franchisee (or one of its Principals) or an operating manager who, in the case of either a Principal or operating manager, has been approved by Franchisor and has satisfactorily completed an applicable training program as required by Franchisor. If an operating manager supervises the Franchised Business, Franchisee (or the Principal approved by Franchisor) must remain active in overseeing the operations of the Franchised Business conducted under the supervision of the manager.

Franchisee must at all times faithfully, honestly and diligently perform its obligations and continuously exert its best efforts to promote and enhance the operation of the Home Instead Business. Should Franchisee fail to comply with the requirements of this Agreement, including those set forth in Section 1(G) and this Section 9, Franchisor has the right, in addition to all other remedies available, to require a Principal to devote full-time and personal best efforts to operating the Franchised Business to achieve the highest sales and profits possible in a manner consistent with Franchisor’s standards of operation. The person who is responsible for the day-to-day supervision of the Franchised Business (either Franchisee or a Franchisor-approved Principal or manager) must assume responsibilities for the Franchised Business on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with Franchisee’s obligations.

In the event Franchisee has more than one Principal, then one Principal, who must be approved by Franchisor in writing, must own a majority voting control of all outstanding voting interests in Franchisee.

If at any time the Franchised Business is not being managed by Franchisee (or a Franchisor-approved Principal or manager), Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on behalf of Franchisee. Franchisor's appointment of a manager of the Franchised Business does not relieve Franchisee of its obligations or constitute a waiver of Franchisor's right to terminate the Franchise Agreement pursuant to Section 16. Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Franchised Business while it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

Further, Franchisee agrees to disclose to Franchisor and other Home Instead Businesses any direct or indirect ownership interest in or affiliation of Franchisee and any of its Principals with any entity or business (other than the ownership of publicly traded securities) that offers, markets or sells products or services to Home Instead Businesses.

I. INSURANCE

During the Term, Franchisee must maintain in force, under policies of insurance issued by insurers, the required types of insurance at minimum levels of coverage as outlined in this Franchise Agreement. All insurance policies shall be written by an insurance company or companies satisfactory to Franchisor, in compliance with the standards, specifications, coverage and limits set forth in the Operations Manual or otherwise provided to Franchisee in writing. All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated A or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria Franchisor may establish from time to time.

Franchisor may also reasonably increase the minimum liability required coverage annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in the industry, or other relevant changes and circumstances. To the extent Franchisee obtains a single policy for two (2) or more Home Instead Businesses, Franchisor periodically will determine the levels of insurance coverage that Franchisee must obtain and other requirements that Franchisee must satisfy for each Home Instead Business covered by such policy. Franchisee must submit to Franchisor annually a copy of the certificate of insurance or other evidence as Franchisor may direct of the renewal or extension of each such insurance policy or any modifications to any such insurance policies. If at any time Franchisee fails or refuses to maintain in effect any insurance coverage required by Franchisor, or to furnish satisfactory evidence of such insurance, Franchisor may, at its option and in addition to other rights and remedies Franchisor may have, obtain insurance coverage, on Franchisee's behalf, and Franchisee agrees to properly execute any applications or other forms or instruments required to obtain any such insurance and pay to Franchisor on demand any cost and premiums incurred by Franchisor.

At all times during the Term, Franchisee must maintain in force, at its sole expense, on a primary basis with Franchisor, at least the amounts and types of insurance as set forth in the

Operations Manual, but in no event less than the types and amounts set forth below, naming Franchisor as an additional insured:

(1) Commercial general liability insurance, including bodily injury, property damage, personal injury, products and completed operations liability coverage with a combined single limit of not less than one million dollars (\$1,000,000);

(2) Workers' compensation and employer's liability to meet statutory requirements of Franchisee's state(s) of operation. Franchisee must maintain workers' compensation and employer's liability insurance coverages regardless of if mandated by state law;

(3) Commercial property insurance written on a special cause of loss at replacement value, including building and its contents, the cost of business interruption, and extra expenses incurred during an interruption;

(4) Theft of client's property crime coverage with a minimum per-occurrence limit of twenty-five thousand dollars (\$25,000);

(5) Automobile liability insurance for all owned, non-owned and hired automobiles with a single limit coverage of not less than one million dollars (\$1,000,000);

(6) An umbrella policy in the amount of not less than one million dollars (\$1,000,000);

(7) Professional liability insurance, as Franchisor requires for the provision of certain Approved Services, with a minimum coverage of one million dollars (\$1,000,000); and

(8) Other insurance as may be required by the state or locality in which the Franchised Business is located and operated.

All insurance policies must be issued by the insurance carrier or insurance carriers acceptable to Franchisor and must name Franchisor and its affiliates and their respective shareholders, directors and officers as additional insured parties, must contain a waiver of insurance company's right of subrogation against Franchisor and must provide that Franchisor will receive thirty (30) days' prior written notice of termination, expiration, cancellation or amendment of policy.

Franchisee is required to submit to Franchisor within ninety (90) days after execution of the Franchise Agreement a copy of the certificate of insurance and other evidence of compliance with the requirements in this Section as Franchisor periodically requires. Franchisee's obligation to obtain and maintain these insurance policies in the amounts specified will not be limited in any way by reason of any insurance that Franchisor may maintain, nor does Franchisee's purchase of required insurance relieve Franchisee of liability under the indemnity obligations described in Section 7. Franchisee's obligations to obtain insurance under this Section are separate and independent of Franchisee's indemnity obligations. Franchisor does not represent or warrant that any insurance that Franchisee must purchase will provide adequate coverage for Franchisee. The insurance requirements specified in the Franchise Agreement are for Franchisor's protection. Franchisee should consult with its own insurance agents, attorneys and other insurance advisors to determine the level

of insurance protection it needs and desires in addition to the coverage and limits that Franchisor requires.

J. **APPROVED SERVICES**

Franchisee agrees that the Franchisee and the Franchised Business will only offer and provide the Approved Services and no other products or services. The Approved Services may include services which may require Franchisee to obtain licensing as a requirement of offering such service. In such case, Franchisee agrees that it will become licensed to provide such service. Franchisor reserves the right to change, substitute or modify the scope of permissible Approved Services to be offered by Franchisee from the Franchised Business. Franchisor's determination that a specific service cannot be provided by Franchisee will control, regardless of any state law, regulation or license that allows such service. Franchisee is responsible for compliance with all applicable laws, ordinances or regulations and with all federal, state or local licensing requirements required to offer the Approved Services.

K. **APPROVED SUPPLIERS**

Recognizing that the Approved Services must conform to Franchisor's standards and specifications, Franchisee hereby agrees to purchase all goods and services used in the Franchised Business only from Franchisor or from other approved suppliers or designated suppliers that are designated in writing by Franchisor (which may include or be limited to Franchisor or its affiliates). If Franchisee desires to purchase an approved good or service used in the Franchised Business from an alternative supplier, Franchisee must comply with the alternative supplier approval requirements described in the Operations Manual. Franchisee may not request an alternative supplier for any designated supplier.

Franchisee must purchase and use Franchisor's designated software(s) and technology platforms to operate the Franchised Business, which Franchisee must acquire from Franchisor, its affiliate, or a designated supplier. Franchisor has the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between or among franchisees, and in accordance with Franchisor's standards, including back office systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at the Franchised Business; physical, electronic, and other security systems and measures; printers and other peripheral devices; archival back-up systems; internet access mode (e.g., form of telecommunications connection) and speed; technology used to enhance and evaluate the consumer experience; connectivity service; and supply chain management programs. Franchisee must sign the then-current form of a "Software Access Agreement" in connection with Franchisee's use of such required software programs in the form attached hereto as Exhibit C.

Franchisee must pay Franchisor or its designated supplier the then-current fees for use of any designated software or technology, including any license, maintenance, support or other fees. Franchisor reserves the right to change, update, replace or eliminate the required software or require new software from time to time at Franchisee's expense. Franchisee must use, and at Franchisor's discretion, pay for all future updates, supplements and modifications to the required software programs.

Franchisee acknowledges that, in using Franchisor's or a third party's software in operating the Franchised Business, Franchisee must comply with all local, state and federal laws and is responsible for the accuracy of all information entered into, contained in, generated by or accessible from such software. Franchisee further acknowledges that Franchisor disclaims any and all warranties relating to such software and Franchisee's use of the software, including warranties of merchantability or fitness for a particular purpose. Franchisee is solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures and attacks by hackers and other unauthorized intruders and Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures or attacks.

L. NO PRIVACY EXPECTATION

Franchisee shall have no expectation of privacy with respect to any email accounts, other systems and/or records used or maintained by the Franchised Business. Franchisee authorizes Franchisor to access and search such email accounts, other systems and/or records, and their contents and will obtain any necessary consents to allow Franchisor access to same. In the event that Franchisor accesses any email account, other system and/or records, such access shall be for Franchisor's sole benefit and not for the purposes of benefiting Franchisee or assisting Franchisee with its operations.

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

Franchisee hereby consents to Franchisor obtaining, using and disclosing to third parties, (including prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Franchise Agreement.

10. ADVERTISING/PRICING

A. Recognizing the value of uniform advertising to the goodwill and public image of Home Instead Businesses, Franchisor has developed advertising materials which Franchisee shall purchase from Franchisor. Franchisor will provide Franchisee with an initial package of advertising materials. Franchisee will, at its expense, make such modifications as may be required to use such advertising materials in the state in which Franchisee operates the Franchised Business. Franchisor will have the right to review and approve all proposed modifications to such advertising materials and will retain all rights, title and interest in and to such advertising materials, as modified.

B. Franchisee may develop advertising materials for use in Franchisee's local market but, before their use by Franchisee, samples of all local advertising and promotional materials not prepared or previously approved by Franchisor must be submitted to Franchisor for approval, which shall not be unreasonably withheld. Franchisee must submit any unapproved plans and materials to

Franchisor who will approve or disapprove such materials within thirty (30) days of receipt. Franchisee must not use any unapproved plans or materials until Franchisor has approved them, and must, upon Franchisor's notice, promptly discontinue using any advertising or marketing materials, whether previously approved by Franchisor or not, except as otherwise provided in this Franchise Agreement. Other than contributions made to the Fund (defined below in Section 11), Franchisee currently is not required to spend a percentage of its Gross Sales to advertise and promote its Franchised Business.

C. Franchisee must list and advertise the Franchised Business in a form and manner acceptable to Franchisor and which is accessible to the general public in Franchisee's Protected Area which may include yellow page listings and advertisements, on-line directories and localized websites.

D. Franchisee must conform all of its advertising and promotions to the Franchisor's standards and requirements set forth in the Operations Manual or otherwise.

E. To the extent permitted by applicable law, Franchisor may set minimum and maximum prices on all goods and services sold at or in connection with the Franchised Business.

11. MARKETING

Recognizing the value of advertising, marketing and public relations programs and the importance of the standardization of advertising and marketing programs to further the goodwill and public image of the System, Franchisee agrees that Franchisor may develop and administer marketing, advertising, public relations and sales promotion programs designed for the Home Instead Businesses in the System. Franchisee expressly understands, acknowledges and agrees that in all phases of such marketing, advertising and promotions including the type, quantity, timing, placement and choice of media, market areas, selection of advertising agencies and public relations firms, Franchisor's decision shall be final and binding. Franchisee may be required to participate actively in such advertising, public relations and sales promotion programs in full and complete compliance with such terms and conditions as Franchisor may establish from time to time.

Franchisor uses photographs, accounts, testimonials, biographical and other information of Franchisee or its Principals in connection with advertising and promoting the Home Instead brand and developing and disseminating educational materials on various older adult, caregiving and related issues. Franchisee authorizes and permits Franchisor to take photographs and videos, make voice recordings, interview, and obtain accounts of spoken and written thoughts and biographical information of Franchisees (and its Principals), and to use, display and distribute such materials, in whole or in part, and permit others to do so, via any media, in connection with any works Franchisor and third parties on behalf of Franchisor may create including in or in connection with any advertising, educational and promotional materials.

A. MARKETING FUND

Franchisor has initiated, and will maintain and administer, a marketing fund (the "Fund") for the Home Instead network. Franchisor will direct all Fund programs with the right to make decisions concerning the creative concepts, materials, endorsements and media used and the placement and allocation of all advertising, marketing and public relations materials. Franchisor has the right to determine the composition of all geographic territories and market areas for the development and

implementation of the Fund's advertising, marketing and public relations programs. The Fund's programs and activities are intended to maximize public awareness of all Home Instead Businesses, and Franchisor is under no obligation to ensure that Franchisee or any other franchisee benefits directly or proportionately from the placement of such advertising, marketing and public relations programs and activities.

Franchisee must contribute to Franchisor for the Fund an amount equal to up to two percent (2%) of the Gross Sales of the Franchised Business, which must be paid by Auto Pay, or as otherwise required by Franchisor. The start date for Franchisee's Fund contribution will occur in the first one-half month that Franchisee invoices Gross Sales of its Franchised Business. The percentage of Gross Sales (up to the two percent (2%) maximum) that must be contributed by Franchisee to the Fund will be determined by Franchisor. Franchisee must sign an electronic funds transfer or such other forms Franchisor may require to effect payment by Auto Pay.

The Fund may be used to meet all costs and expenses related to the promotion of the Licensed Marks, the Home Instead network and Home Instead Businesses, including the following programs and activities:

- (1) Maintaining, administering, directing and preparing multi-national, national, regional or local advertising materials; placing multi-national, national, regional and local advertising programs and public relations activities, including the cost of preparing and conducting public relations programs and television, radio, direct mail, magazine, billboard, newspaper, Internet and other media advertising and marketing activities; and conducting related marketing meetings for franchisees;
- (2) Employing advertising and marketing agencies and utilizing Franchisor's administrative personnel to perform advertising, marketing and public relations services;
- (3) Developing promotional brochures and advertising materials for all Home Instead Businesses for purchase by franchisees;
- (4) Conducting market research, testing and development of new services considered for Home Instead Businesses;
- (5) Reimbursement of Franchisor's administrative and personnel costs and overhead associated with advertising, marketing, telemarketing, public relations, market research, product development, and payment for consultants providing services in consumer research and any expenses related thereto;
- (6) Establishing and promoting the National Accounts Program as well as other strategic partnerships designed to create brand awareness; and
- (7) Any and all other brand awareness, marketing, promotional and preservation activities.

The media in which the advertising may be disseminated includes print, point of purchase, radio, television, direct mail, electronic, billboard, and such other avenues as Franchisor may select. The media coverage may be local, regional, national or multi-national. The source of the advertising

may be in-house advertising and marketing personnel, local, regional, national or multi-national advertising or marketing agencies, or freelance artists.

The Fund may advertise locally, regionally, nationally or multi-nationally in printed materials, on the Internet, on radio or television, or in any other manner as Franchisor determines. The Fund may periodically provide Franchisee with samples of advertising, marketing, and promotional formats and materials and public relation materials. The Fund will reimburse Franchisor for Franchisor's direct costs of producing these materials.

Franchisor may make available for purchase by Franchisee advertising and marketing materials, direct mail materials, merchandising materials, special promotions, public relations materials and similar or dissimilar advertising and marketing materials which may be produced by the Fund.

Franchisor will account for the Fund separately from other funds and may not use the Fund for Franchisor's general operating expenses, with the exception that Franchisor may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, for the Fund's other administration costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business and other expenses that Franchisor incurs in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion and marketing materials; and preparing an accounting for Fund contributions.

Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Fund in that year and Franchisor may make loans to the Fund. Franchisor may cause the Fund to invest the surplus for future use by the Fund. Franchisor will prepare an unaudited annual report of the operations of the Fund. Franchisor will provide Franchisee a copy of the unaudited annual report of the Fund for the most recent calendar year upon reasonable written request.

The Fund is intended to maximize recognition of the Licensed Marks and utilization of Home Instead Businesses. Although Franchisor will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing and public relations materials that will benefit all Home Instead Businesses, Franchisor need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by Home Instead Businesses operating in that geographic area or that any Home Instead Business will benefit directly or in proportion to its Fund contributions from the development of advertising and marketing materials or from the placement of advertising. The Fund is not a trust or escrow account, and Franchisor has no fiduciary obligations regarding the Fund.

Franchisor may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. Franchisor also may forgive, waive, settle and compromise all claims by or against the Fund. Franchisor assumes no other direct or indirect liability or obligations to Franchisee for collecting amounts due to, maintaining, directing, or administering the Fund.

Franchisor may at any time defer or reduce Franchisee's Fund contributions and, upon thirty (30) days' prior written notice to Franchisee, reduce or suspend Fund contributions and operations for one or more periods of any length of time and terminate (and, if terminated, reinstate) the Fund.

Although the Fund is intended to be perpetual, Franchisor may terminate the Fund at any time. If Franchisor terminates the Fund, Franchisor will either (a) distribute all unspent monies to franchisees, and to Franchisor and Franchisor's affiliates, in proportion to franchisees' and Franchisor's respective Fund contributions during the preceding twelve (12) month period; or (b) use all contributions paid to the Fund for the remaining activities of the Fund.

B. FRANCHISEE MARKETING ADVISORY COUNCIL

Franchisor may form and Franchisee agrees to participate in, if requested, one or more councils of franchisees to consult with and advise Franchisor regarding marketing plans, advertising programs, public relations activities, client surveys, and marketing research or other matters related to the Fund. Franchisor may use the existing Franchise Exchange Council ("FEC") to provide this function, or Franchisor may form a Marketing Advisory Council ("Council") comprised of franchisees appointed by Franchisor. Franchisor retains the authority and responsibility for all matters before the Council, but will consider the recommendations of the Council. All decisions of the Franchisor will control. The FEC and/or Council cannot bind Franchisor and will serve in an advisory capacity only. Franchisor has the right to form, change or dissolve the FEC and/or Council.

C. OPERATIONS MANUAL FUND PROVISIONS

Notwithstanding the foregoing provisions in this Section, the specific terms of the Fund, including the amount of required Fund contributions, the permitted uses of the Fund, and the annual and other marketing plans for the Fund are set forth in the Operations Manual, which has the full force and effect of this Franchise Agreement. Franchisor may update the relevant sections of the Operations Manual from time to time to add to or otherwise modify the terms of the Fund, the permitted uses of the Fund and/or the annual and other marketing plans for the Fund. Franchisee must comply with all such modifications at its expense.

12. RECORDS AND REPORTS

A. ACCOUNTING AND RECORDS

During the Term, Franchisee will, at its own expense, maintain, and preserve for such period of time as is required under applicable laws, full, complete and accurate books, records and accounts including service contracts with its clients, employment agreements, employment time records, purchase orders, payroll records, check stubs, bank statements, financial statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of payment transactions and accounting and other records, and backup or archive records maintained on any computer system, and any other information required in writing by Franchisor (the "Business Records") in the form and manner Franchisor prescribes in the Operations Manual or otherwise in writing. Any and all Business Records must be maintained in accordance with generally accepted accounting principles as applicable.

B. REPORTS AND TAX RETURNS

Franchisee must furnish to Franchisor copies of the Business Records and reports designated by Franchisor and other information and supporting records as Franchisor prescribes. All financial statements, reports and information must be on forms approved by Franchisor and signed and verified by Franchisee.

Franchisee must maintain readily available for inspection by Franchisor, and must furnish to Franchisor upon its request, exact copies of all federal, state, or local sales tax returns and portions of Franchisee's federal, state, and local income tax returns which accurately represent the operation of the Franchised Business. In addition, Franchisee, at its expense, must furnish to Franchisor (and its agents) for inspection or audit the Business Records requested by Franchisor at locations Franchisor reasonably requests (including Franchisor's office) and must afford Franchisor (and its agents) full and free access to the Business Records during regular business hours. Franchisor (and its agents) has the right to extract from, and make copies of, all Business Records.

C. DATABASE AND COMPUTER SOFTWARE SYSTEM RECORDS

During the Term and subject to the restrictions respecting Franchisee's use of such data and Franchisor's rights respecting Confidential Information, Franchisor and Franchisee will jointly own all client or client data produced by or otherwise contained in any database and/or computer software system used in connection with the operation of the Franchised Business (collectively, the "Client Data"), whether located at the Franchised Business or otherwise, including client and Care Professionals lists. While Franchisor and Franchisee jointly own the data, Franchisee is solely responsible for compliance of the Franchised Business with applicable privacy, security, and breach laws. Franchisee will be responsible for obtaining all client/customer consents necessary to allow Franchisor to use the Client Data for various purposes as Franchisor periodically may determine. During the Term, Franchisor shall have the right to immediately access such Client Data at all times, and in the event of a material breach of any provision of this Franchise Agreement, expiration of this Franchise Agreement or termination of this Franchise Agreement, all rights in and ownership of the Client Data will transfer to Franchisor without further consideration, notice to or consent of Franchisee.

13. INSPECTION AND AUDITS

A. THE FRANCHISOR'S RIGHT TO INSPECT THE FRANCHISED BUSINESS

To determine whether Franchisee is complying with this Franchise Agreement, Franchisor has the right at any time during normal business hours, and without prior notice to Franchisee, to inspect the Business Records and the Franchised Business and all related records, reports and information. Franchisee must fully cooperate with representatives of Franchisor making any such inspection.

Franchisor may also require Franchisee (at Franchisee's expense) to enroll or maintain enrollment in a third-party audit and/or validation program related to data privacy and security, the results of which are monitored by Franchisor.

B. THE FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS

Franchisor has the right at any time during business hours, without prior notice to Franchisee, to examine or audit, or cause to be examined or audited, the Business Records, and cash control devices, bookkeeping and accounting records, bank statements, sales and income tax records and returns and other books and records of the Franchised Business; the books and records of any corporation, partnership or limited liability company which holds or has an ownership interest in Franchisee, the Franchise Agreement or the Franchised Business; and any books and records of any

entity of which Franchisee or its Principals has an ownership interest. Franchisee must fully cooperate with representatives of Franchisor and independent auditors or accountants hired by Franchisor to conduct any examination or audit. Franchisee shall provide to Franchisor, and hereby consents to Franchisor's access to, ongoing and full access to all data and information maintained in connection with the operation of (i) the Franchised Business; (ii) any legal entity that has an ownership interest in Franchisee or the Franchised Business; and (iii) any legal entity of which Franchisee or its Principals have an ownership interest.

If any examination or audit discloses an understatement of Gross Sales, Franchisee must pay to Franchisor, within fifteen (15) days after receipt of the examination or audit report, the fees due on the amount of the understatement, plus interest (at the rate and on the terms provided in this Franchise Agreement) from the date originally due until the date of payment. Further, if the examination or audit is made necessary by the failure of Franchisee to furnish reports, supporting records, financial statements or other documents or information, as required, or failure to furnish reports, records, financial statements, documents or information on a timely basis, or if an understatement of Gross Sales for any month is determined by any examination or audit to be greater than two percent (2%) of reported Gross Sales, Franchisee must reimburse Franchisor for the cost of the audit or examination, including the charges of any independent auditors or accountants and the travel expenses, room and board and compensation of employees of Franchisor. The foregoing remedies are in addition to all other remedies and rights of Franchisor under applicable law.

Notwithstanding any forms and documents which Franchisee may have executed, Franchisee appoints Franchisor its true and lawful attorney-in-fact with full power and authority for the sole purpose of obtaining any and all returns and reports Franchisee files with any state and/or federal taxing authority. This power of attorney survives the expiration or termination of this Franchise Agreement.

14. TRANSFER OF INTEREST

A. BY THE FRANCHISOR

Franchisor has the right to transfer or assign this Franchise Agreement, the System or the Licensed Marks, and to assign or delegate all or any part of its rights or obligations under this Franchise Agreement to any person or legal entity without the consent of Franchisee or any Principal.

B. FRANCHISEE MAY NOT ASSIGN OR SELL WITHOUT APPROVAL OF THE FRANCHISOR

Franchisee acknowledges and agrees that the rights and duties created by this Franchise Agreement are personal to Franchisee and that Franchisor has granted this franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee and the Principals. Unless otherwise expressly permitted by the terms of this Franchise Agreement, any assignment, sale, conveyance, pledge, sublicense or sub-franchise arrangement or any other attempted transfer (in each case, a "Transfer"), either directly or indirectly, of (1) any interest in this Franchise Agreement, (2) any interest in the Franchised Business, (3) any of the assets of Franchisee related to the operation of the Franchised Business, (4) any or all of the ownership interests in Franchisee or any Principal (including by merger or consolidation, by issuance of additional securities, by conversion, by creation of an additional interest, through a divorce

proceeding, by will or transfer in trust or the laws of the intestate succession) without Franchisor's prior written approval (subject to Section 14(C) below) shall be void and have no effect and shall not transfer any rights to or interests in this Franchise Agreement, the Franchised Business or the Franchisee. Further, any acceptance by Franchisee or any of the Principals of an attempted Transfer, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, corporation or other entity or arrangement, of (1) any interest in another franchise agreement between Franchisor or any other Home Instead Business, (2) any interest in another Home Instead Business, (3) any of the assets of any other Home Instead Business related to the operation of such Home Instead Business, or (4) any or all of the ownership interests in another Home Instead franchisee or Principal thereof (as defined in such other franchise agreement) (including by merger or consolidation, by issuance of additional securities, by conversion, by creation of an additional interest, through a divorce proceeding, by will or transfer in trust or the laws of intestate succession) without Franchisor's prior written approval shall be void and have no effect and shall not transfer any rights to or interests in such franchise agreement, such other Home Instead Business or such other franchisee, and shall constitute a material default of this Franchise Agreement by Franchisee and the Principals.

C. CONDITIONS FOR APPROVAL OF ASSIGNMENT OR SALE OF ASSETS

If Franchisee is in full compliance with this Franchise Agreement, Franchisor shall not unreasonably withhold its approval of a Transfer, provided that the proposed assignee, buyer, or other transferee and all principals thereof (the "Transferee") is of good moral character and has sufficient business experience, aptitude and financial resources to own and operate the Franchised Business and otherwise meets Franchisor's then applicable standards for franchisees, as determined by Franchisor, and further provided that Franchisor may require that any one or more of the following conditions be met before, or concurrently with, the effective date of any Transfer:

(1) all of the accrued monetary obligations and all other obligations of Franchisee or any of its affiliates to Franchisor or any of its affiliates arising under this Franchise Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates must be satisfied in a timely manner and Franchisee must satisfy all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(2) Franchisee and its affiliates must not be in default of any provisions of this Franchise Agreement, or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates, and Franchisee must have substantially and timely complied with all the terms and conditions of all agreements during the Term;

(3) to the extent allowed under applicable law, the Franchisee and the Principals (if applicable) must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, its affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, of any and all claims including claims arising under this Franchise Agreement and claims made under federal, state and local laws, rules and regulations;

(4) the Transferee must submit to a criminal and credit background investigation;

(5) the Transferee must: (a) enter into a written agreement, in a form satisfactory to Franchisor, assuming and agreeing to perform from the date of the Transfer, all obligations, covenants and agreements contained in this Franchise Agreement; or (b) at Franchisor's option, execute the standard form franchise agreement then being offered to new franchisees, and such other ancillary agreements as Franchisor may require, which agreements may differ from the terms in this Franchise Agreement, but the Transferee will not be required to pay any initial franchise fee; and Transferee's shareholders, partners, members, holders of direct or indirect beneficial interest in the securities of Transferee, or other investors, and each of their spouses, as applicable, must execute such agreements and guarantee Franchisee's performance of all obligations, covenants and agreements as Transferee's principals and as Franchisor requires;

(6) the Transferee, at its expense, must renovate, modernize and otherwise upgrade the Franchised Business to conform to the then-current standards and specifications of the System, including transitioning to any new software and hardware Franchisor may require, and must complete the upgrading and other requirements within the time period Franchisor reasonably specifies;

(7) Franchisee shall be liable for all the obligations to Franchisor in connection to the Franchised Business incurred before the effective date of the Transfer and must execute any and all instruments Franchisor reasonably requests to evidence that liability;

(8) Franchisee agrees that it shall be liable for and, upon Franchisor's request, immediately reimburse Franchisor for any and all amounts paid by Franchisor, including amounts paid to the Transferee and/or clients, which expenditures Franchisor determines are reasonably necessary to protect or prevent injury to the Home Instead brand, the System, the Licensed Marks and/or the goodwill generated by or associated with same;

(9) the Transferee, the Transferee's operating principal, general manager and/or any other applicable Franchised Business personnel must successfully complete any training programs then in effect for franchisees of Home Instead Businesses upon terms and conditions Franchisor reasonably requires;

(10) Franchisee or Transferee must pay a transfer fee to Franchisor of twenty-two thousand dollars (\$22,000); provided that if the Franchisee remains the same and is only transferring ownership in Franchisee to a new Principal and at least one of the existing Principals remains, then the transfer fee will be equal to five thousand dollars (\$5,000);

(11) Franchisor may approve the material terms and conditions of the Transfer and determine that the price and terms of payment are not so burdensome as to materially affect the future operations of the Franchised Business by the Transferee;

(12) Franchisee and each Principal must execute an agreement, in a form satisfactory to Franchisor, in which Franchisee and each Principal covenants to observe all applicable post-termination obligations, including the non-competition covenant in favor of Franchisor and the Transferee, as described in Section 17;

(13) Franchisee must enter into an agreement with Franchisor agreeing to subordinate any of Franchisee's rights against Transferee (such as for deferred purchase price) to Franchisor's rights against Transferee (such as for royalty fees); and

(14) Franchisee must execute all required documentation and be responsible for and pay all transfer fees which may be required to transfer any and all licenses for software used in the operation of the Franchised Business to Transferee. Franchisee acknowledges and agrees that any fees relating to the licensing or use of such software paid by Franchisee prior to the Transfer are non-refundable;

(15) Franchisee must obtain or possess all state requirements or licenses necessary to offer the Approved Services in the Protected Area; and

(16) if the Transferee is an existing Home Instead franchisee or is acquiring multiple Home Instead businesses, Transferee must comply with other conditions that Franchisor may reasonably require for multi-unit owners related to the Transfer.

Franchisor may expand upon, and provide more details related to, the conditions for transfer and Franchisor's consent as described in this Section and may do so in the Operations Manual or otherwise in writing. Franchisor's consent to a Transfer does not constitute a waiver or release of any claims it may have against the Franchisee, nor is it deemed a waiver or release of Franchisor's right to demand exact compliance by the Transferee with the terms or conditions of any agreement between Franchisor and Transferee.

Franchisor reserves the right to discuss with and disclose to prospective Transferees information Franchisor determines may be relevant to a prospective Transferee's decision with respect to a contemplated Transfer, including information regarding (a) the services Franchisee currently provides, or (b) licenses required by the state in which Franchisee operates the Franchised Business. Franchisee acknowledges and agrees that Franchisor may withhold approval of a Transfer to a Transferee if Franchisor determines that the consideration to be paid by the prospective Transferee to the Franchisee for the Franchised Business exceeds the fair market value of the Franchised Business or Franchisor reasonably believes that the conditions of the sale to and/or the debt to be incurred by the Transferee are so burdensome that they could adversely affect the future operation of the Franchised Business.

D. DEATH, DISABILITY OR INCAPACITATION OF FRANCHISEE

Upon the death, permanent disability or mental or physical incapacitation of any Principal of Franchisee that adversely affects Franchisee's ability to competently operate the Franchised Business, as determined by Franchisor, the executor, administrator, conservator or other personal representative of that person, or the remaining Principals, must appoint a competent manager within a reasonable time, not to exceed ten (10) days from the date of death, incapacitation or permanent disability. The person appointed must be approved by Franchisor through Franchisor's customary process and must successfully complete the Franchise Training Program. If the Franchised Business is not being managed by a Franchisor-approved manager within ten (10) days after death, incapacitation or permanent disability, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on behalf of Franchisee until an approved assignee is able to assume the management and operation of the

Franchised Business or the Franchised Business ceases operations. Franchisor's appointment of a manager of the Franchised Business does not relieve Franchisee of its obligations, and Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Franchised Business during any period in which it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

Upon the death or permanent disability of Franchisee (or a Principal who has been approved by Franchisor as a manager of the Franchised Business), the executor, administrator, conservator or other personal representative must transfer such Franchisee's or Principal's interest within a reasonable time, not to exceed twelve (12) months from the date of death or permanent disability, to a person approved by Franchisor. Approval of a transfer will not be unreasonably withheld. Transfers, including transfers by devise or inheritance, are subject to all the terms and conditions for assignments and transfers contained in this Section. Failure to so dispose of this interest within that period of time constitutes grounds for termination of this Franchise Agreement.

E. ASSIGNMENT TO AN ENTITY CONTROLLED BY FRANCHISEE

Upon thirty (30) days' prior written notice to Franchisor, the Franchise Agreement and the assets and liabilities of the Franchised Business may be assigned, by an agreement in form and substance approved in writing by Franchisor, to an entity that conducts no business other than the Home Instead Business (or other Home Instead Businesses under franchise agreements granted by Franchisor), which is actively managed by Franchisee and in which Franchisee owns and controls not less than fifty-one percent (51%) of the ownership and voting power for such entity. An assignment does not relieve Franchisee of its obligations, and Franchisee remains jointly and severally liable for all obligations. The organizational documents of such entity must restrict transfers of its equity interests in accordance with this Section of the Franchise Agreement and all issued and outstanding equity certificates of the entity must bear a legend referring to those restrictions. There is no assignment fee due for this transfer.

If Franchisee is an entity, any person who has or acquires beneficial ownership of Franchisee must execute an agreement in form furnished or approved by Franchisor undertaking to be bound jointly and severally by all provisions of this Franchise Agreement. Upon Franchisor's request, Franchisee must furnish to Franchisor a certified copy of the organizational documents of Franchisee and a list, in a form acceptable to Franchisor, of all persons having beneficial ownership (and the percentage of their respective ownership interests) in Franchisee.

F. PUBLIC OR PRIVATE OFFERINGS

Subject to the restrictions and conditions of transfer contained in this Section, if Franchisee or any Principal attempts to raise or secure funds by the sale of securities (including common or preferred shares, bonds, debentures or general or limited partnership interests) in Franchisee or any of its affiliates, Franchisee, recognizing that the written information used may reflect upon Franchisor, agrees to submit any written information to Franchisor before its inclusion in any registration statement, prospectus or similar offering circular or memorandum. The written consent of Franchisor pursuant to this Section does not imply or constitute the approval of Franchisor with respect to the method of financing, the offering literature submitted to Franchisor or any other aspect

of the offering. No information respecting Franchisor or any of its affiliates shall be included in any securities disclosure document, unless the information has been furnished by Franchisor, in writing, pursuant to the written request of the Franchisee stating the specific purpose for which the information is to be used. Should Franchisor object to any reference to Franchisor or any of its affiliates or any of their businesses in any registration statement, offering literature or prospectus, then the registration statement, offering literature or prospectus shall not be used unless and until the objections of Franchisor are withdrawn. Franchisor assumes no responsibility for the offering whatsoever.

The prospectus or other literature utilized in any offering must contain the following language in bold-face type on the first textual page:

“NEITHER HOME INSTEAD, INC. NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER HOME INSTEAD, INC. NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY WITH RESPECT TO THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE INFORMATION SET FORTH, INCLUDING ANY STATEMENTS MADE WITH RESPECT TO ANY OF THEM. NEITHER HOME INSTEAD, INC. NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION WITH RESPECT TO THE INVESTMENT CONTEMPLATED BY THIS OFFERING.”

Franchisee and each of its owners agree to indemnify, defend and hold harmless Franchisor and its affiliates, and their respective shareholders, members, officers, directors, employees and agents, from any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys’ fees) incurred in the defense of claims, demands or liabilities, arising from the offer or sale of securities, whether asserted by a purchaser of any security or by a governmental agency.

G. FRANCHISOR’S RIGHT OF FIRST REFUSAL

If Franchisee or any Principal at any time attempts to sell or to transfer for consideration all or substantially all of the Franchised Business or an ownership interest in Franchisee, Franchisee or any Principal must submit to Franchisor any bona fide written offer executed by a responsible purchaser and must disclose the identity of such purchaser to Franchisor. For a period of thirty (30) days after Franchisor receives a copy of such offer and all other information Franchisor reasonably requests, Franchisor has the right, exercisable by written notice delivered to Franchisee, to purchase the interest which is the subject of the offer for the price and on the terms and conditions contained in the offer, provided that: (i) Franchisor may substitute cash for any form of payment proposed in the offer; (ii) the closing will be not less than sixty (60) days after Franchisor notifies Franchisee of its election to purchase or, if later, the closing date proposed in the offer; (iii) Franchisor’s credit will be deemed equal to the credit of any proposed buyer; (iv) Franchisee and its Principals must sign a general release; and (v) Franchisor receives, and Franchisee and Principals agree to make, all customary representations, warranties, and indemnities given by the seller of the assets of a business or ownership interests in a legal entity. Once Franchisee submits the offer triggering the start of the thirty (30) day decision period, the offer is irrevocable for that thirty (30) day period.

If Franchisor does not exercise its right of first refusal, Franchisee or its owners may complete the sale to the purchaser pursuant to and on the terms of the offer and in accordance with this Section, but not at a lower price nor on more favorable terms than have been offered to Franchisor and subject to approval of the transfer as provided in this Section 14. If Franchisee does not complete the sale to such purchaser within one hundred twenty (120) days after Franchisor notifies Franchisee that it does not intend to exercise the right of first refusal, or if there is a material change in the terms of such offer, Franchisor shall again have the right of first refusal set forth above, either on the terms originally offered or the modified terms, at Franchisor's option. Franchisor has the unrestricted right to assign this right of first refusal to an affiliate, who then will have the rights described in this Section 14(G).

15. RENEWAL OF FRANCHISE

A. FRANCHISEE'S RIGHT TO RENEW

Upon expiration of the Term, this Franchise Agreement may be renewed for an additional term (the "Renewal Term") as follows:

(1) If the transaction giving rise to the signing of this Franchise Agreement was either a Transfer between parties who are not affiliates of each other or the purchase of a new location, as indicated on Exhibit A, then upon expiration of the Term, Franchisee will have the right to renew the Franchise Agreement for a Renewal Term of five (5) years under the same terms and conditions of this Franchise Agreement, provided that Franchisee:

(a) satisfies the following conditions before or at the time of renewal:

- (1) Franchisee must have provided Franchisor with written notice of Franchisee's desire to exercise its right to renew at least one hundred eighty (180) days before the expiration of this Franchise Agreement;
- (2) Franchisee must not be in default of any provision of this Franchise Agreement, any amendment or successor or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates, and must not have any uncured defaults under an open notice of breach of any standards or other requirements set forth in the Franchise Agreement or Operations Manual; and
- (3) Franchisee (and its Principals) must pay Franchisor a renewal fee of five thousand dollars (\$5,000), which must be paid at the time of execution of the renewal franchise agreement.

(2) In all other cases, Franchisor may renew the Franchise Agreement for a Renewal Term, if upon expiration of the Term, Franchisee:

(a) satisfies the following conditions before or at the time of renewal:

- (1) Franchisee must have provided Franchisor with written notice of Franchisee's desire to exercise its right to renew at least one hundred eighty (180) days before the expiration of this Franchise Agreement;

- (2) Franchisee must not be in default of any provision of this Franchise Agreement, any amendment or successor or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates and must not have any uncured defaults under an open notice of breach of any standards or other requirements set forth in the Franchise Agreement or Operations Manual;
- (3) Franchisee must present satisfactory evidence that Franchisee has the right to remain in possession of the premises then occupied by the Franchised Business or obtain Franchisor's approval of a new site for the operation of the Franchised Business;
- (4) Franchisee (and its Principals) must pay Franchisor a renewal fee of five thousand dollars (\$5,000), which must be paid at the time of execution of the renewal franchise agreement;
- (5) Franchisee must execute Franchisor's then-current form of the franchise agreement (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise), any ancillary agreements Franchisor customarily uses in the grant of franchises for the ownership and operation of a Home Instead Business, and a general release related to any prior franchise agreement. The then-current franchise agreement signed to renew may contain terms and conditions that are materially different from those in this Franchise Agreement, such as, but without limitation, increases in the Performance Standard, differences in the territory rights, increases in the renewal fee, increases in other fees and implementing of new fees, and that require Franchisee to comply with the specifications and standards then applicable for new Home Instead Businesses; and
- (6) Franchisee must comply with Franchisor's then-current qualification and training requirements including any renewal training required by Franchisor.

B. EXPIRED AGREEMENT

If Franchisee does not sign a new franchise agreement and initiate and comply with the applicable renewal procedures outlined in this Section prior to the expiration of this Franchise Agreement and continues to accept the benefits of this Franchise Agreement after the expiration of this Franchise Agreement, then, at the option of Franchisor, this Franchise Agreement may be treated either as:

- (1) expired as of the date of expiration, with Franchisee then operating a Home Instead Business without the right to do so and in violation of Franchisor's rights; or
- (2) continued on a month-to-month basis (the "Interim Period") until Franchisor or Franchisee provides the other party with written notice of such party's intention to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of

Franchisee shall remain in full force and effect during the Interim Period as if this Franchise Agreement had not expired, and all obligations and restrictions imposed upon Franchisee on the expiration of this Franchise Agreement shall be deemed to take effect upon the termination of the Interim Period.

16. TERMINATION

Franchisee acknowledges and agrees that each of Franchisee's obligations described in this Franchise Agreement is a material and essential obligation of Franchisee; that nonperformance of any such obligations will adversely and substantially affect Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

A. Franchisee shall be in material default under this Franchise Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee for any one of the following material breaches:

- (1) Franchisee is insolvent within the meaning of any applicable state or federal law; or
- (2) Franchisee makes an assignment for the benefit of creditors or enters into any similar arrangement for the disposition of its assets for the benefit of creditors; or
- (3) Franchisee has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to such bankruptcy or related laws.

B. Franchisee is deemed to be in material default of this Franchise Agreement and Franchisor may, at its option, terminate this Franchise Agreement and all rights granted without granting Franchisee any opportunity to cure the default, effective immediately upon written notice to Franchisee, upon the occurrence of any of the following events:

- (1) Franchisee fails on three (3) or more separate occasions to comply with a material provision of this Franchise Agreement, whether or not failure to comply is corrected after notice is sent to Franchisee either during the Term or within the last five (5) years prior to the date of the notice of default; or
- (2) Franchisee fails to develop the Franchised Business or open the Franchised Business for business as required pursuant to this Franchise Agreement; or
- (3) Franchisee, any of the Principals, or any manager of the Franchised Business has ever (a) been or is convicted of, or has ever entered or enters a plea of nolo contendere to a felony, a crime involving moral turpitude, or any other crime, offense or violation of any Anti-Terrorism Laws or (b) been or is denied a license to operate a business or had or has a license to operate a business revoked and Franchisor believes it is reasonably likely to have an adverse effect on the System, the Licensed Marks, the goodwill generated by or associated with same, or Franchisor's interests; or
- (4) an immediate threat or danger to the health or safety of Franchisee's clients or the public in general results from the operation of the Franchised Business; or

(5) Franchisee fails to conduct a criminal background investigation or drug screening on any employee prior to employment; or

(6) Franchisee provides Approved Services or non-approved services in another franchisee's exclusive or protected area without the express written approval of such franchisee; or

(7) Franchisee or any of its Principals provides Approved Services from any other business or by any other entity not operated as a Home Instead Business; or

(8) Franchisee provides any service not authorized by Franchisor; or

(9) Franchisee makes any unauthorized use of the Licensed Marks; or

(10) Franchisee abandons or surrenders the premises of the Franchised Business or fails to actively operate the Franchised Business; or

(11) Franchisee has made a material misrepresentation or omission in the application for the franchise; or

(12) If (a) Franchisee makes an unauthorized assignment or transfer of this Franchise Agreement, the Franchised Business or an ownership interest in the Franchisee or (b) Franchisee or any of its Principals purchases or accepts the transfer of any ownership interest in any other Home Instead Business without the prior written consent of Franchisor; or

(13) Franchisee or any of its Principals or employees falsely alters or forges any documentation or otherwise attempts to conceal operational deficiencies; or

(14) Franchisee or any of its Principals engages in conduct which has or which Franchisor reasonably believes will reflect materially and unfavorably upon the operation and reputation of the Franchised Business, the System, any Home Instead Business, or the Licensed Marks, or the goodwill generated by or associated with the same, either during the Term or prior to entering into this Franchise Agreement; or

(15) Franchisee makes any unauthorized use or disclosure of the Confidential Information or the Operations Manual; or

(16) Franchisee violates any of the covenants contained in this Franchise Agreement; or

(17) Franchisee fails to obtain and maintain the required insurance coverage; or

(18) Franchisee or any Principal, or any affiliate of Franchisee or that affiliate's principals, has violated a material provision of any other agreement with Franchisor, Honor Technology, Inc. or their respective affiliates, including any other franchise agreement, the Confidentiality of Client Health Information Agreement, or any joint or shared services agreement, and such violation is non-curable or is curable and Franchisee or Principal or such other affiliate or principal thereof fails to cure within the applicable cure period; or

(19) the nature of Franchisee's default makes it not curable.

C. Franchisor has the absolute right to terminate this Franchise Agreement upon thirty (30) days' prior written notice of termination to Franchisee, if Franchisee commits a material default other than as described in Sections 16(A) or 16(B) above, and fails to cure the matter giving rise to the good cause for termination within the thirty (30) day period. For purposes of this Franchise Agreement, a material default constituting good cause includes any default set forth below or any other material default of this Franchise Agreement. The written notice of termination shall state the material default constituting good cause for termination and shall be effective upon expiration of the thirty (30) day notice period unless Franchisee cures the material default within the thirty (30) day period. Without limiting the foregoing, Franchisee shall be in material default of this Franchise Agreement if Franchisee or any of its Principals or the Franchised Business do any of the following:

(1) Fails to obtain lawful possession of an approved location for the Franchised Business as required pursuant to this Franchise Agreement; or

(2) Fails to attend and satisfactorily complete the Franchise Training Program as required pursuant to this Franchise Agreement; or

(3) Fails to attend and satisfactorily complete any supplemental or refresher training programs required pursuant to this Franchise Agreement; or

(4) Fails to timely pay royalty fees, interest, marketing fund or advertising contributions, amounts due for purchases from Franchisor or its affiliates, or other payments due to Franchisor or its affiliates; or

(5) Fails to comply with the Performance Standard; or

(6) Fails to timely pay amounts due to trade accounts in the operation of the Franchised Business; or

(7) Fails to comply with any mandatory training standard; or

(8) Fails to use all required software and systems in operating the Franchised Business; or

(9) Where required, and where such requirement is commercially reasonable, fails to: (i) sign up for National Accounts business upon completion of training, (ii) service a National Account in accordance with the National Accounts contract or bid or the guidelines contained in the Operations Manual, or (iii) assist Franchisor in resolving a National Accounts service dispute; or

(10) Fails to comply with any other provision of this Franchise Agreement or any mandatory specification, standard or operating procedures prescribed by Franchisor, including any procedure or requirement set forth in the Operations Manual; provided that if the nature of Franchisee's default makes it not curable, Franchisor may terminate the Franchise Agreement pursuant to Section 16(B)(19) above.

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

17. POST-TERMINATION – COVENANTS

A. Upon termination or expiration of this Franchise Agreement, all rights granted to Franchisee shall immediately terminate and Franchisee must:

(1) immediately cease to operate the Franchised Business under this Franchise Agreement and must not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

(2) immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures and techniques associated with the System, and must immediately and permanently cease to communicate or order products from approved suppliers, must immediately and permanently cease to use the Licensed Marks and distinctive forms, slogans, signs, symbols and devices associated with the System. Franchisee must cease to use all signs, advertising materials, displays, stationery, forms and any other articles which display the Licensed Marks;

(3) immediately cooperate with Franchisor to wind-down the Franchised Business, including transitioning ongoing care of clients to one or more other businesses that focus on older adults and provides services within the scope of Approved Services to older adults in their homes as directed by Home Instead;

(4) immediately pay to Franchisor, within fifteen (15) days after the effective date of termination or expiration (without renewal) of the franchise, all outstanding royalty fees and interest due to Franchisor or its affiliates on any of the foregoing, and contemporaneously with payment, furnish a complete accounting of all amounts owed to Franchisor and its affiliates;

(5) at Franchisee's expense, immediately make modifications or alterations as are necessary to distinguish the Office so clearly from its former appearance and other Home Instead Businesses as to prevent any possibility of confusion by the public (including removal of all distinctive physical and structural features identifying it as a Home Instead Business and removal of all distinctive signs and emblems). Franchisor reserves the right to determine whether the appearance or identifying features of such office may be associated with a Home Instead Business, possibly causing confusion to the public, and requiring removal or other action. Franchisee expressly acknowledges that its failure to make alterations will cause irreparable injury to Franchisor and consents to entry, at Franchisee's expense, of any order, by any court of competent jurisdiction, authorizing Franchisor or its agents to take action, if Franchisor seeks such an order;

(6) take any action required to cancel all fictitious or assumed names or equivalent registrations relating to any of the Licensed Marks;

(7) notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with the Licensed Marks to authorize transfer of same to or at the direction of Franchisor and to execute any and all documents necessary to effect such notification or authorization. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers and directory listings associated with the Licensed Marks, and Franchisee authorizes Franchisor, and appoints Franchisor and any officer of Franchisor as its attorney-in-fact, to direct the telephone company and all listing agencies to transfer same to Franchisor or at its direction, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies may accept this direction or this Franchise Agreement as conclusive of the exclusive right of Franchisor in such telephone numbers and directory listings and its authority to direct their transfer;

(8) pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees incurred by Franchisor in connection with obtaining any remedy available to Franchisor for any violation of this Franchise Agreement and, after the termination or expiration of this Franchise Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Franchise Agreement;

(9) immediately deliver to Franchisor all (i) Operations Manuals, (ii) software or other programs licensed by Franchisor or its designee to Franchisee or any of the Principals and used in connection with the Franchised Business, (iii) Client Data, (iv) records, files, instructions, correspondence, agreements, invoices, and any and all other materials relating to the operation of the Franchised Business, and (v) copies of such materials and documents; Franchisee acknowledges and agrees that all of the foregoing items are the sole and exclusive property of Franchisor and that Franchisee will not retain any copy or record of any of the foregoing items, except Franchisee's copy of this Franchise Agreement and any correspondence between the parties. Franchisee further acknowledges and agrees that any fees it has paid in connection with the use or licensing of any software or program licensed by Franchisor to Franchisee or any of the Principals are non-refundable;

(10) comply with the restrictions on Confidential Information contained in this Franchise Agreement and must also comply with the non-competition covenants contained in this Franchise Agreement. Any other person required to execute similar covenants pursuant to this Franchise Agreement must also comply with the covenants and Franchisee must use its best efforts to enforce any such covenants and is responsible for any breach by any third party; and

(11) furnish to Franchisor, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to Franchisor of Franchisee's compliance with the foregoing obligations. Franchisor is entitled to assign any or all of its options in this Section to any other party without the consent of Franchisee.

B. Franchisee specifically acknowledges that pursuant to this Franchise Agreement, Franchisee and its Principals will receive valuable specialized training, Trade Secrets, and Confidential Information, including information regarding the operation, sales, inventory control, merchandising, promotional and marketing methods and techniques of Franchisor, list of approved

suppliers and vendors, and additional techniques and information of Franchisor and the System. Franchisee further acknowledges that this information is beyond its Principals' present skills and experience and that it will provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business. Gaining access to this specialized training, Trade Secrets, and Confidential Information is, therefore, a primary reason Franchisee is entering into this Franchise Agreement. Additionally, Franchisee specifically acknowledges and agrees that Franchisor has legitimate business interests in, among other things, protecting against unauthorized use or disclosure of its Confidential Information and Trade Secrets, protecting the goodwill associated with its Licensed Marks and the System, and protecting Home Instead Businesses from former franchisees engaging in unfair competition. In consideration for this specialized training, Trade Secrets, Confidential Information, and all rights granted to Franchisee pursuant to the Franchise Agreement, and to protect Franchisor's legitimate business interests including those listed above, Franchisee covenants that during the Term, including any Renewal Term, and for a period of two (2) years following the expiration or termination of this Franchise Agreement, Franchisee shall not directly or indirectly, for itself, or through, on behalf of, or in conjunction with any of its Principals or any other person, partnership, limited liability company, corporation or other entity or arrangement:

(1) Divert, solicit, or attempt to divert any existing or potential business or client of the Franchised Business, National Accounts Program, or of any other Home Instead Business to any other business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care in their homes, by direct or indirect inducement or otherwise, unless expressly authorized to do so in writing by Franchisor;

(2) Do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System; or

(3) Own, maintain, operate, make loans to, or have any other financial or beneficial interest in (including any type of interest in any corporation, partnership, trust, limited liability company, unincorporated association, joint venture, or other entity), or advise or assist, any business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care within (i) the Protected Area granted to Franchisee, (ii) forty-five (45) miles of the outside border of the Protected Area; or (iii) the exclusive or protected area granted to any other Home Instead Business operated by another franchisee, Franchisor or Franchisor's affiliates. Notwithstanding the foregoing, it is not a violation of this Section 17(B)(3) for Franchisee to directly or indirectly own, maintain, operate, make loans, or have any other financial or beneficial interest in another Home Instead Business so long as Franchisor has provided written authorization. The parties acknowledge and agree that each of the covenants contained in this Section are reasonable limitations as to time, geographic area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the Confidential Information, Trade Secrets, goodwill, and other business interests of Franchisor. Franchisee agrees that a breach of any of the covenants in this Section will cause irreparable injury to Franchisor. The parties agree that each of the covenants in this Section shall be construed as independent of any other provision of this Franchise Agreement. If all or any portion of any covenant in this Section is held unenforceable or unreasonable by a court or agency having valid jurisdiction in a final unappealable decision to which Franchisor is a

party, Franchisee agrees to be bound by a lesser covenant subsumed within the terms of that covenant that imposes the maximum duty or limitation permitted by law, as if such lesser covenant were expressly set forth in this Section. In the event Franchisee breaches any covenant in this Section, in addition to other remedies that may be available to Franchisor in law or equity, including the recovery of damages from Franchisee, Franchisor shall be entitled to equitable relief, as described in Section 19(C) of this Franchise Agreement. Additionally, if Franchisee violates any covenant in this Section, the applicable two (2) year time period shall be suspended until the earlier of the time when Franchisee cures the violation to the satisfaction of Franchisor or there is a final, unappealable order from a court of competent jurisdiction restraining Franchisee's violation for the remainder of the time period.

C. All obligations of the Franchisee which expressly or by their nature survive the expiration or termination of this Franchise Agreement continue in full force and effect after its expiration or termination and until they are satisfied or expire.

18. ENFORCEMENT

A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Franchise Agreement, and to the extent permissible under applicable law, each section, paragraph, term and provision of this Franchise Agreement, is considered severable and if, for any reason, any portion of this Franchise Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, other portions of this Franchise Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties to this Franchise Agreement; provided, however, that any portion of this Franchise Agreement held to be invalid shall be deemed not to be a part of this Franchise Agreement from the date the time for appeal expires if Franchisee is a party, otherwise upon Franchisee's receipt of a notice of non-enforcement from Franchisor.

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the expiration or termination of this Franchise Agreement than is required in this Franchise Agreement, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Franchise Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is prescribed within the terms of any provision of this Franchise Agreement, as though it were separately articulated in and made a part of this Franchise Agreement, that may result from striking from any of the provisions, or any specification, standard or operating procedure prescribed by Franchisor, any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Franchise Agreement shall be effective only in that

jurisdiction, unless Franchisor elects to give them greater applicability, and this Franchise Agreement shall be enforced as originally made and entered into in all other jurisdictions.

B. WAIVER OF OBLIGATIONS

No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee under this Franchise Agreement constitutes a waiver by Franchisor to enforce any right, option, duty or power against Franchisee or as to any subsequent breach or default by Franchisee. Acceptance by Franchisor of any payments due to Franchisor subsequent to the time at which the payment is due, is not deemed to be a waiver or release of Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants or conditions of this Franchise Agreement. Franchisor specifically is not deemed to have waived or impaired any right, power or option reserved by this Franchise Agreement (including the right to demand exact compliance with every term, condition and covenant, or to declare any breach to be a default and to terminate the Franchise Agreement before the expiration of its Term) by virtue of (i) any custom or practice of the parties at variance with the terms of this Franchise Agreement; (ii) any failure, refusal or neglect of Franchisor to exercise any right under this Franchise Agreement, or (iii) any failure to insist upon exact compliance by the Franchisee with its obligations, including any mandatory specification, standard or operating procedure.

Neither Franchisor nor Franchisee is liable for loss or damage or deemed to be in breach of this Franchise Agreement if its failure to perform its obligations results from: (i) transportation shortages, inadequate supply of material or energy, or the voluntary foregoing of the right to acquire or use any of the foregoing in order to accommodate or comply with the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency; (ii) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency; (iii) acts of God; (iv) fires, strikes, embargoes, war or riot; or (v) any other similar event or cause. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable. Provided, however, that the foregoing shall not operate to excuse the timely payment of any amounts owing by Franchisee to Franchisor hereunder.

C. SPECIFIC PERFORMANCE/INJUNCTIVE RELIEF

Nothing bars Franchisor's right to obtain specific performance of the provisions of this Franchise Agreement and injunctive relief against threatened conduct that will cause it loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee agrees that Franchisor may have injunctive relief, upon due notice, in addition to further and other relief as may be available at equity or law. Franchisee has remedies as may be available at equity or law, including the dissolution of injunction if the entry of injunction is vacated.

D. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of Franchisor and Franchisee under this Franchise Agreement are cumulative and no exercise or enforcement by Franchisor or Franchisee of any right or remedy precludes the exercise or enforcement by Franchisor or Franchisee of any other right or remedy which Franchisor or Franchisee is entitled by law to enforce.

E. **COSTS AND ATTORNEYS' FEES**

If Franchisor (1) incurs any legal costs or expenses in enforcing the terms of this Agreement, (2) asserts a claim for amounts owed by Franchisee or any of its affiliates, (3) prevails in any legal proceeding before a court of competent jurisdiction or in an arbitration proceeding, or (4) is required to enforce this Franchise Agreement in a judicial or arbitration proceeding, then Franchisor shall be entitled to complete reimbursement of its costs and expenses incurred in investigating, initiating and concluding any judicial proceeding, arbitration, settlement or other enforcement activity, including reasonable accounting and attorneys' fees and interest.

F. **JURY TRIAL WAIVER/CONSOLIDATION**

Franchisor and Franchisee irrevocably each waive trial by jury in any action or proceeding brought by either of them. Franchisee and Franchisor agree that any litigation, suit, action, counterclaim, cross claim or other proceeding, whether at law or in equity, which arises out of, concerns, or is related to this Franchise Agreement or any of the relationships or transaction contemplated hereunder, the performance of this Franchise Agreement, the relationship between the parties or otherwise, shall be tried before a court of competent jurisdiction and not a jury. Franchisor and Franchisee irrevocably waive any right either party may have to trial by jury. Any litigation, suit, action, claim or proceeding of any kind brought by Franchisee and/or to which Franchisee is a party may not be consolidated with another such proceeding between Franchisor and any other entity or person.

G. **GOVERNING LAW**

To the extent not inconsistent with applicable law and subject to federal trademark law, this Franchise Agreement and the offer and sale of the Franchise is governed by the substantive laws (expressly excluding the choice of law rules) of the State of Nebraska.

H. **EXCLUSIVE JURISDICTION**

Franchisee and Franchisor agree that any action arising out of or relating to this Franchise Agreement (including the offer and sale of the Franchised Business) shall be instituted and maintained only in a state or federal court of general jurisdiction in Douglas County, Nebraska, and Franchisee irrevocably submits to the jurisdiction of that court and waives any objection Franchisee (and its Principals) may have to either the jurisdiction or venue of the court. Franchisee and Franchisor agree that venue for any proceeding relating to or arising out of this Franchise Agreement shall be in Douglas County, Nebraska; provided, however, with respect to any action (1) for monies owed, (2) for injunctive or other extraordinary relief, or (3) involving possession or disposition of, or other relief relating to real property, Franchisor may bring that action in any state or federal district court which has jurisdiction. Franchisee and Franchisor acknowledge that the agreement between the parties regarding applicable state law and forum set forth in this Franchise Agreement provides each of the parties with a mutual benefit of uniform interpretation of this Franchise Agreement and any dispute arising out of this Franchise Agreement or the parties' relationship created by this Franchise Agreement. Franchisee and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for this benefit.

I. BINDING EFFECT

This Franchise Agreement is binding upon the parties of this Franchise Agreement and their respective executors, administrators, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

J. FRANCHISEE/PRINCIPALS/AFFILIATES

The term “Franchisee” as used in this Franchise Agreement is applicable to one or more persons, a corporation, partnership, or limited liability company as the case may be, and the singular usage includes the plural and the masculine and neutral usages include the other and the feminine. If two or more persons are at any time the Franchisee under this Franchise Agreement, their obligations and liabilities to Franchisor shall be joint and several. References to “Franchisee” and “assignee” or “transferee” which are applicable to an individual or individuals shall mean the owner or owners of the equity or operating control of Franchisee, the assignee, or the transferee if Franchisee, the assignee, or the transferee is a corporation, partnership or limited liability company.

The term “Principals” as used in this Franchise Agreement shall mean and include, collectively and individually: (a) Franchisee’s spouse, if Franchisee is an individual; (b) all officers, directors, members and holders of a direct or indirect beneficial interest in the securities of Franchisee (or of any corporation or limited liability company which directly or indirectly controls Franchisee), if Franchisee is a corporation or limited liability company; (c) all general partners of Franchisee if Franchisee is a partnership; and (d) the owners of any equity interest or the holders of any beneficial interest in Franchisee, if Franchisee is any other type of entity. Franchisee is required to and does hereby agree to require all Principals and any spouses of Principals to sign the guaranty and assumption of obligations agreement attached to the Franchise Agreement as Attachment 1, unless prohibited by state law or regulation. If two or more persons are at any time Principals under this Franchise Agreement, their obligations and liabilities to Franchisor shall be joint and several.

The term “affiliate” as used in this Franchise Agreement shall mean any corporation, limited liability company, partnership, or other business entity that controls, is controlled by, or under common control with an entity (or a principal thereof) that is a party to this Franchise Agreement. Control exists when an entity owns, directly or indirectly, the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

K. CRISIS SITUATIONS

In the interest of protecting the Home Instead brand, Licensed Marks and the System, Franchisor has the sole and absolute right to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and Franchisee agrees to comply with and implement Franchisor’s directions in response to a Crisis. “Crisis” means an event or development that has the potential to negatively impact the Home Instead brand in such a way that Franchisor determines may cause substantial harm or injury to the Licensed Marks, System, brand, reputation or image.

L. FRANCHISOR BUSINESS JUDGMENT

The following provisions will apply to and govern the interpretation of this Agreement, the parties’ rights under this Agreement and the relationship between the parties:

(1) Franchisor's Rights. Whenever this Agreement provides that the Franchisor has a certain right, that right is absolute and the parties intend that the Franchisor's exercise of that right will not be subject to any limitation or review. The Franchisor has the right to operate, administrate, develop and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

(2) Franchisor's Reasonable Business Judgment. Whenever the Franchisor reserves discretion in a particular area or where the Franchisor agrees or is required to exercise its rights reasonably or in good faith, the Franchisor will satisfy its obligations whenever it exercises "reasonable business judgment" in making its decision or exercising its rights. A decision or action by the Franchisor will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if the Franchisor's decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other of the Franchisor's individual interests. Examples of items that will promote or benefit the System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither the Franchisee nor any third party (including a trier of fact) will substitute their judgment for the Franchisor's reasonable business judgment.

19. WAIVER OF DAMAGES

Franchisee hereby waives, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including loss of profits) against Franchisor, its affiliates, and the officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, arising out of any cause whatsoever (whether that cause is based on contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee is limited to the recovery of any actual damages sustained by it. If any other term of this Franchise Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including loss of profits) continues in full force and effect.

20. NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Franchise Agreement or of the Operations Manual shall be deemed so delivered at the time delivered by hand, facsimile or email, a recognized overnight delivery service such as UPS, FedEx or other comparable carrier or by Registered U.S. mail, postage prepaid, or by other means which provides the sender with evidence of delivery, or of rejected delivery, and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Any notice by a means which provides the sender with evidence of delivery, or rejected delivery, will be deemed to have been given at the date and time of receipt or rejected delivery.

All payments and reports required by this Franchise Agreement shall be directed to Franchisor at the address provided to Franchisee, or to other persons or places as Franchisor may direct. Any required payment or report not actually received by Franchisor during regular business

hours on the date due or properly placed in the U.S. mail and postmarked by postal authorities at least three (3) business days before the date due, is deemed delinquent.

21. CAVEAT

The success of the business venture contemplated to be undertaken by this Franchise Agreement is speculative and depends, to a large extent, upon the ability of the Franchisee as an independent businessperson, and the active participation of Franchisee in the daily affairs of the business as well as other factors. Franchisor does not make any representation or warranty, express or implied, as to the potential success of the business venture contemplated hereby.

Franchisee acknowledges that it has entered into this Franchise Agreement after making an independent investigation of Franchisor's operations and not upon any representation as to gross revenues, volume, potential earnings or profits which Franchisee in particular might be expected to realize, nor has anyone made any other representation to induce the Franchisee to accept this franchise and execute this Franchise Agreement that is not expressly set forth in this Franchise Agreement or in the Franchise Disclosure Document.

Franchisee represents and acknowledges that it has received Franchisor's Franchise Disclosure Document fourteen (14) calendar days before the date of the execution of this Franchise Agreement, and that a copy of this Franchise Agreement with all blanks filled was received from Franchisor at least seven (7) calendar days before the date of execution of this Franchise Agreement. Franchisee represents that it has read this Franchise Agreement in its entirety and that it has been given the opportunity to clarify any provisions that it did not understand and to consult with an attorney or other professional advisor. Franchisee further represents that it understands the terms, conditions and obligations of this Franchise Agreement and agrees to be bound.

Franchisee acknowledges and agrees that Franchisor and/or Franchisor's affiliates periodically may require Franchisee to purchase goods, products and/or services used or sold in the Franchised Business and that Franchisor and/or its affiliates may profit from the sale of these goods, products and/or services. Franchisee further acknowledges and agrees that Franchisor and its affiliates periodically may receive consideration (such as in the form of rebates, bonuses, commissions and other payments) from suppliers and manufacturers respecting sales of goods, products or services to any of Franchisee, Franchisor or its affiliates, or in consideration for services provided or rights licensed to such suppliers and manufacturers. Franchisee agrees that Franchisor and/or its affiliates are entitled to retain the whole of any such profits and consideration.

22. CONSTRUCTION/INTEGRATION OF AGREEMENT

This Franchise Agreement, together with all exhibits to this Franchise Agreement and all ancillary agreements executed contemporaneously with this Franchise Agreement, including that certain Franchise Disclosure Acknowledgement Agreement, and any later-executed addendum or amendment to this Franchise Agreement constitute the entire agreement between the parties with reference to the subject matter of this Franchise Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document furnished to Franchisee. The word "including" will be construed to include the words "without limitation."

Franchisee hereby acknowledges and further represents and warrants to Franchisor that:

(1) Franchisee has placed no reliance on any oral or written statements, whether referred to as representations, warranties, inducements or otherwise, which are not contained in this Franchise Agreement or in the Franchise Disclosure Document given Franchisee by Franchisor or any representative of Franchisor including independent third party brokers;

(2) Franchisee has entered into this Franchise Agreement after making an independent investigation of Franchisor's operations and the System;

(3) Franchisor has not made any guarantee or provided any assurance that the Franchised Business location will be successful or profitable regardless of the fact that Franchisor may have approved of the location of the Office of the Franchised Business;

(4) Franchisee has (a) read this Franchise Agreement in its entirety and understands its contents; (b) been given the opportunity to clarify any provisions that Franchisee did not understand; and (c) had the opportunity to consult with professional advisors regarding the operation and effect of the Franchise Agreement and the operation of the System;

(5) Franchisee has, together with its advisors, sufficient knowledge and experience in financial and business matters to make an informed decision with respect to the franchise offered by Franchisor; and

(6) Franchisee has received a copy of Franchise Disclosure Document at least fourteen (14) calendar days before (a) Franchisee signs this Franchise Agreement or any agreement relating to the franchise; or (b) Franchisee pays any consideration to Franchisor in connection with the Franchise, whichever is earlier.

Except as may have been disclosed in Franchisor's Franchise Disclosure Document, Franchisee represents and warrants to Franchisor that no claims, representations or warranties regarding the earnings, sales, profits, success or failure of the Franchised Business have been made to Franchisee by Franchisor or by any representative of Franchisor and no such claims, representations or warranties have induced Franchisee to enter into this Franchise Agreement.

Except for those changes permitted to be made unilaterally by Franchisor, no amendment, change or variance from this Franchise Agreement is binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Except as otherwise expressly provided, nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Franchise Agreement.

The headings of the several sections and paragraphs are for convenience only and do not define, limit or construe the contents of sections or paragraphs.

This Franchise Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF the parties have executed and delivered this Franchise Agreement in duplicate on the date recited in the first paragraph.

FRANCHISOR:

HOME INSTEAD, INC.,
a Nebraska corporation

FRANCHISEE:

(If Franchisee is a corporation)

Name of Corporation

By _____
By _____
Title _____

By _____
By _____
Title _____

(If Franchisee is an individual owner, Franchisee must sign below; if a partnership, all partners must sign below)

Franchisee

Franchisee

Franchisee

(If Franchisee is a Limited Liability Company)

Name of Limited Liability Company

By _____
By _____
Title _____

PRINCIPALS:

Principal

Principal

GUARANTY AND ASSUMPTION OF OBLIGATIONS

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement dated _____, 20____, and any and all amendments and addendums thereto and renewal, replacement or substitute agreements (collectively, the “Franchise Agreement”) by Home Instead, Inc. (the “Franchisor”), and with _____, formed and operating under the laws of the State of _____ (“Franchisee”), each of the undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, that Franchisee shall punctually pay and perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; and (4) any right each of the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability.

Each of the undersigned consents and agrees that: (1) the direct and immediate liability under this guaranty shall be joint and several; (2) any payment or performance required under the Franchise Agreement shall be rendered upon demand if Franchisee fails or refuses punctually to do so; (3) liability shall not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Franchise Agreement.

(1) Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other guarantors of Franchisee;

(3) This undertaking will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of the

Franchise Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the United States Bankruptcy Code or other statute, or from the decision of any court or agency;

(4) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed;

(5) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses, including interest, incurred in any collection or attempted collection of amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor; and

(6) The provisions of Section 19 of the Franchise Agreement will apply as to any interpretation or enforcement of this Guaranty, and the provisions of Section 21 of the Franchise Agreement will apply to any notice to either party, except that notice to Guarantors will be provided at the following alternative address (if applicable):

If no address is provided, any notice to Guarantors will be sent to the address designated in Section 21 of the Franchise Agreement.

IN WITNESS WHEREOF, each of the undersigned have affixed their signature as of the date in the first paragraph.

GUARANTOR(S)

PERCENTAGE OWNERSHIP
IN FRANCHISEE (IF ANY)

EXHIBIT A
TO THAT CERTAIN
HOME INSTEAD FRANCHISE AGREEMENT BY AND
BETWEEN HOME INSTEAD, INC.
AND _____
DATED _____, 20 _____
(the “Franchise Agreement”)

1. Protected Area. The parties to this Franchise Agreement agree that the Franchised Business to be operated by Franchisee pursuant to the Franchise Agreement shall be located within the geographical area described below and that the Office shall be located within that geographical area. The following description may reference a map or maps, which may be attached, depicting the Protected Area.

State: _____

2. Franchise Age. The Franchise Age of this Franchised Business as of the Effective Date of the Franchise Agreement is _____ years.

3. Performance Standard. The older adult population in the Protected Area for the Performance Standard is _____.

(a) The Minimum Gross Sales Requirement for the Franchised Business at the start of the Term is _____ monthly Gross Sales.

(b) The Minimum Client Hours Served Requirement for the Franchised Business at the start of the Term is _____ monthly Client Hours Served.

4. Renewal. This Franchise Agreement **[was/was not]** _____ executed in connection with a Transfer or a new location for purposes of Section 15(A)(1).

5. Defined Terms. All capitalized or initial capitalized terms contained in this Exhibit and not defined in this Exhibit have the same meaning as ascribed to them in the Franchise Agreement.

[Signatures on next page]

FRANCHISOR:

HOME INSTEAD, INC.,
a Nebraska corporation

By _____
By _____
Title _____

FRANCHISEE:

If Franchisee is a corporation)

Name of Corporation

By _____
By _____
Title _____

(If Franchisee is an individual owner, Franchisee
must sign below; if a partnership, all partners must
sign below)

Franchisee

Franchisee

Franchisee

(If Franchisee is a Limited Liability Company)

Name of Limited Liability Company

By _____
By _____
Title _____

EXHIBIT B

CONFIDENTIALITY OF CLIENT HEALTH INFORMATION AGREEMENT

THIS CONFIDENTIALITY OF CLIENT HEALTH INFORMATION (“Agreement”) is entered into as of _____, 202__, by and between the independently owned and operated franchise business _____ dba Home Instead (“Franchisee”) and Home Instead, Inc. (“Franchisor”).

RECITALS

WHEREAS, Franchisor performs certain services for the Franchisee permitted or described in the Franchise Agreement between Franchisor and Franchisee, as updated or amended (“Franchise Agreement”), and may receive from the Franchisee, or create, receive, maintain or transmit on behalf of the Franchisee, health information that is protected under applicable state and/or federal law. Some of this information may be considered Protected Health Information for Franchisees that are Covered Entities.

WHEREAS, Franchisee and Franchisor desire to protect health information in accordance with all applicable state and federal law, including the Privacy, Security, Enforcement, and Breach Notification Rules promulgated by the Department of Health and Human Services at 45 CFR parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”).

WHEREAS, Franchisee may or may not be a Covered Entity subject to HIPAA. Franchisee is solely responsible for determining its status as a Covered Entity. Where Franchisee is, or may become, a Covered Entity, Franchisee is solely responsible for meeting its obligations as a Covered Entity under HIPAA.

WHEREAS, Franchisor seeks to act in accordance with the standards set forth in the HIPAA Rules, which are specifically set forth in this Agreement, and would generally be applicable to an entity that is a Business Associate. Franchisor seeks to adopt the uniform standards of this Agreement regardless of whether Franchisee is subject to the HIPAA Rules as a Covered Entity or whether Franchisor is subject to the HIPAA Rules as a Business Associate.

NOW THEREFORE, the foregoing recitals are incorporated into this Agreement as if fully set forth herein, and the parties agree as follows:

1. **Definitions.**

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Authorization, Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic PHI, Health Care Operations, Individual, Marketing, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.
- b. Business Associate. “Business Associate” shall have the same meaning given to such term under 45 CFR 160.103.

- c. Covered Entity. “Covered Entity” shall have the same meaning given to such term under 45 CFR 160.103.
- d. HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.
- e. Protected Health Information (PHI). “Protected Health Information” or “PHI” shall have the same meaning given to such term under 45 CFR 160.103. However, for the purposes of this Agreement, any PHI and individually identifiable health information, shall include information that the Franchisor:
 - i. receives from Franchisee; or
 - ii. creates, receives, transmits or maintains on behalf of Franchisee;

for purposes of Franchisor performing its services under the Franchise Agreement and that would be considered individually identifiable health information if the Franchisee were a Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to Electronic PHI. Franchisee acknowledges and agrees that all PHI that is created or received by Franchisor and disclosed or made available in any form by Franchisee to Franchisor, or is created, received, maintained or transmitted by Franchisor on Franchisee’s behalf, will be subject to this Agreement. For the avoidance of doubt, the PHI requirements and Franchisor obligations of this Agreement do not apply to data created, received, transmitted, or maintained by any third-parties that contract with Franchisee and process data from Franchisee or on behalf of the Franchisee.

2. **Obligations and Activities of the Franchisor.**

- a. Subcontractors. In accordance with the HIPAA Rules, Franchisor agrees to ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Franchisor agrees in writing to the same level of restrictions that apply to Franchisor with respect to that PHI.
- b. Limitations on Disclosure. Franchisor shall not use or further disclose PHI in any manner that would constitute a violation of standards found in the HIPAA Rules, other than as permitted or required by this Agreement, the Franchise Agreement or as permitted or Required by Law.
- c. Safeguards and Security. Franchisor will develop, implement, maintain, and use appropriate safeguards and comply with standards found in the HIPAA Security Rule at 45 CFR Part 164 Subpart C, with respect to Electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

- d. HIPAA Privacy Rule. Franchisor will comply with all requirements of the HIPAA Privacy Rule at Subpart E of 45 CFR Part 164 that apply to Franchisor when it is a Business Associate.
- e. Mitigation. Franchisor agrees to mitigate, to the extent practicable, any potential business pattern, practice, or effect that is known to Franchisor of a use or disclosure of PHI by Franchisor in violation of this Agreement.
- f. Internal Records. Franchisor agrees to make internal practices, books, and records relating to the use and disclosure of PHI maintained, transmitted, created, or received by Franchisor on behalf of Franchisee available to Franchisee, or to the Secretary for the purposes of determining Franchisee's compliance with the HIPAA Rules, within ten (10) days of the request. Franchisor will notify Franchisee regarding any PHI that Franchisor provides to the Secretary concurrently with providing such PHI to the Secretary, and upon request by Franchisee, will provide Franchisee with a duplicate copy of such PHI.
- g. Availability of PHI.
 - i. Where Franchisor keeps a Designated Record Set of PHI, on behalf of Franchisee, Franchisor agrees to make available PHI in a Designated Record Set to Franchisee. To the extent a Designated Records Set is not directly available to the Franchisee, Franchisor will provide the Designated Record Set to the Franchisee within five (5) business days of the request.
 - ii. Franchisor agrees to make any amendment(s) to PHI in a Designated Record Set that the Franchisee directs or agrees to, at the request of Franchisee or an Individual, in a time and manner necessary to satisfy Franchisee's obligations under 45 CFR 164.526.
 - iii. Franchisor agrees to document any use or disclosures as would be required for Franchisee to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.
 - iv. In the event an Individual makes a request under this Section 2(g) directly to Franchisor, Franchisor will notify Franchisee in writing of such request within five (5) business days and shall cooperate with, and act only at the direction of, Franchisee in responding to such request.
 - v. Franchisee maintains responsibility for its compliance with applicable obligation(s) under 45 CFR Part 164, Subpart E, unless responsibility is specifically delegated to Franchisor under the Franchise Agreement. To the extent Franchisor carries out one or more of Franchisee's obligation(s) under 45 CFR Part 164, Subpart E, Franchisor shall comply with the requirements of Subpart E that apply to the Franchisee.

h. Reports of Improper Use or Disclosure of PHI and Security Incidents.

i. Franchisor agrees that it will report to Franchisee in writing any:

1. Use or disclosure of PHI by Franchisor or its subcontractors not specifically allowed for by this Agreement of which it becomes aware; and
2. Any Security Incident of which it becomes aware.

ii. Franchisor will report such use, disclosure, or Security Incident without unreasonable delay, and in no event will such report be provided later than ten (10) days of becoming aware of the use, disclosure, or Security Incident. In addition to its other obligations under this Agreement, Franchisor will take prompt action to correct any Security Incident or use or disclosure of PHI not permitted under this Agreement and any action pertaining to such Security Incident or unauthorized use or disclosure as required by applicable federal or state laws and regulations. Notwithstanding the foregoing, the parties acknowledge and agree that Franchisor need not report all attempted but unsuccessful Security Incidents to Franchisee, and that this Agreement constitutes notice to Franchisee that such unsuccessful Security Incidents occur periodically. Unsuccessful Security Incidents include, but are not limited to, pings and other broadcast attacks on Franchisor's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such incidents do not result in actual unauthorized access, use, or disclosure of PHI.

i. Breaches of Unsecured PHI

i. Franchisor will report to Franchisee any Breach of Unsecured PHI by Franchisor or any of its officers, directors, employees, Subcontractors, or agents without unreasonable delay and in no event later than ten (10) days of discovery. Franchisor will use the standard at 45 CFR Section 164.410(a) to determine when a Breach is treated as discovered.

ii. The written report to Franchisee will include, to the extent possible, identification of each Individual whose Unsecured PHI has been, or reasonably believed by Franchisor to have been, accessed, acquired, used, or disclosed during the Breach, and such other information that would be required to be reported by a Business Associate under 45 CFR. 164.410(c).

iii. Franchisor will cooperate with Franchisee to notify:

1. Individuals whose Unsecured PHI has been, or is reasonably believed by Franchisor to have been, accessed, acquired, used or disclosed; and

2. The media, pursuant to 45 CFR Section 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach.
- iv. Franchisor shall be responsible for any and all costs incurred by Franchisee related to the Franchisee's notification of Individuals of any breach of Unsecured PHI that occurs at or by the Franchisor. Franchisee shall be responsible for any and all costs incurred by Franchisee related to the Franchisee's notification of individuals, regulatory agencies or the media of any breach of Unsecured PHI that occurs at or by the Franchisee. Franchisor may direct Franchisee to provide credit monitoring, remediation or related services associated with any breaches of Unsecured PHI that occurs at or by the Franchisee, and Franchisee agrees to cover such costs associated with providing these services as may be directed to Franchisee by Franchisor. Franchisee will give Franchisor notice of any Breach of Unsecured PHI promptly upon discovery of such Breach and will reasonably cooperate with Franchisor in Franchisee's analysis of, and response to, such Breach.
- j. Insurance. Franchisee shall maintain general liability insurance in such amount as Franchisor determines to be appropriate for meeting its obligations under this Agreement.

3. Permitted Uses and Disclosures by Franchisor.

- a. Uses and Disclosures of PHI. Franchisor may only use and disclose PHI as necessary to perform functions, activities, or services for, or on behalf of Franchisee, described in the Franchise Agreement or this Agreement. Such use or disclosure is limited to that which would not violate the standards found in the HIPAA Rules if the use or disclosure had been made by the Franchisee. Franchisor shall not request, use, or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure.
- b. Management and Administration. Except as otherwise limited in this Agreement, Franchisor may use PHI for the proper management and administration of the Franchisor or to carry out the legal responsibilities of the Franchisor. In addition, Franchisor may disclose PHI for the proper management and administration of Franchisor or to carry out the legal responsibilities of Franchisor, provided that such disclosures are Required by Law or Franchisor obtains, prior to the disclosure, reasonable assurances from the person to whom it is disclosed that:
 - i. such PHI will be held secure and confidential as provided pursuant to this Agreement;
 - ii. such PHI will only be disclosed as Required by Law, or for the purposes for which it was disclosed to the third party; and

- iii. any breaches of confidentiality of the PHI that become known to such third party will be immediately reported to Franchisor.
- c. Required by Law. Franchisor may use or disclose PHI as Required by Law.
- d. Data Aggregation. Except as otherwise limited in this Agreement, Franchisor may use PHI to provide Data Aggregation services relating to health care operations of Franchisee as permitted by 45 CFR 164.504(e)(2)(i)(B).
- e. De-Identification. Franchisor may use PHI to create information that is de-identified. Any such de-identification by Franchisor will be done in compliance with 45 C.F.R. § 164.514(b). Franchisee agrees that de-identified information may be used and disclosed on Franchisor's own behalf. Franchisee agrees that any de-identified information is and will remain the sole property of Franchisor and, due to the regulatory treatment of de-identified information, is no longer PHI and not subject to this Agreement or the HIPAA Rules.
- f. Marketing. Upon Franchisor's direction, Franchisee shall use reasonable efforts to obtain Authorization(s) from Individuals who are Franchisee's clients, for Franchisor to engage in Marketing for Franchisor's own purposes. Such Authorization(s) will take a form substantially similar to any template Marketing Authorization form provided by the Franchisor. Franchisee is responsible for ensuring such Authorization complies with the specific state and federal requirements applicable to Franchisee's business. Franchisee will provide lists to Franchisor, upon Franchisor's request, of the Individuals who have executed the Authorization(s) for Marketing.

4. Obligations of the Franchisee.

- a. Notice of Privacy Practices. If a Franchisee is a Covered Entity, then it shall use a Notice of Privacy Practices that meets Franchisee's obligations under HIPAA, is consistent with, and permits all of the activities contemplated under the provisions of this Agreement. If a Franchisee is not a Covered Entity, Franchisee agrees that Franchisor may direct Franchisee to use a notice, similar to a Notice of Privacy Practices, that explains how Franchisee uses and discloses PHI. Franchisees will provide Franchisor, upon request, with Franchisee's Notice of Privacy Practices (or such similar document if Franchisee is not a Covered Entity) in effect at the time of the request.
- b. Necessary Authorizations. Franchisee shall be responsible for obtaining signed Authorization(s) from Individual(s), when necessary under the HIPAA Rules, permitting Franchisee to use and disclose PHI to or on behalf of Franchisor, and permitting Franchisor to use and disclose such PHI on its own behalf, as directed from time-to-time by Franchisor to Franchisee. These Authorizations include uses and disclosures for such purposes that are referenced in or permitted by the Franchise Agreement or this Agreement, or are otherwise directed to Franchisee by Franchisor from time-to-time.

Franchisee and Franchisor agree that any such Authorizations will be required to comply with the HIPAA Rules.

- c. Permission for Use and Disclosure. Franchisee shall provide Franchisor with any change in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Franchisor's permitted to required uses and disclosures.
- d. Notice of Restrictions. Franchisee shall notify Franchisor of any restriction to the use or disclosure of PHI that Franchisee has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Franchisor's use or disclosure of PHI.
- e. Requests Conflicting with Any Applicable HIPAA Rules. Franchisee shall not request Franchisor use or disclose PHI in any manner that would not be permissible under any applicable HIPAA Rules if done by the Franchisee.
- f. Compliance with HIPAA. Franchisee acknowledges and agrees that, even if it does not meet the definition of a Covered Entity under HIPAA, Franchisor may direct it to comply with all requirements of the HIPAA Rules that apply to Covered Entities, as permitted in the Franchise Agreement, through updates to mandatory specifications, standards, or otherwise.
- g. Indemnification. Franchisee's obligation to indemnify Franchisor under Section 7.F of the Franchise Agreement applies to Franchisee's obligations under this Agreement, including Franchisee's obligation to comply with all requirements of the HIPAA Rules that apply to Covered Entities. Franchisee will indemnify Franchisor against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) asserted against, imposed upon or incurred by Franchisor in connection with any use or disclosure of PHI in violation of the HIPAA Rules and this Agreement, including any Breach of Unsecured PHI. In addition, Franchisee shall secure such insurance coverage that is sufficient to meet its indemnification obligations under this section and shall provide proof of insurance coverage in such amounts upon request by Franchisor.
- h. Cross-Default Under Franchise Agreement. Franchisee acknowledges and agrees that, to the extent Franchisee fails to comply with any of its obligations under this Section 4, such failure will constitute a non-curable default under Section 16.B(19) of the Franchise Agreement.

5. Term and Termination.

- a. Term. The Term of this Agreement shall be effective as of the effective date of the Franchise Agreement. This Agreement will continue until the last of the following to occur:
 - i. The date Franchisor no longer uses, discloses, creates or otherwise has accesses to PHI created or received on behalf of Franchisee, provided

Franchisor returns or destroys all PHI that is not necessary for Franchisor to continue its proper management and administration or to carry out its legal responsibilities;

- ii. The date of termination of the Franchise Agreement; or
 - iii. The date the Franchisee terminates this Agreement for cause.
- b. Termination for Cause. Upon Franchisee's knowledge of any material breach of this Agreement by Franchisor, Franchisee shall provide written notice of such breach to Franchisor and provide an opportunity for Franchisor to cure the breach or end the violation within thirty (30) business days, upon which Franchisee may terminate the Agreement if Franchisor does not cure the breach or end the violation.
- c. Effect of Termination. Upon termination of this Agreement for any reason, Franchisor, with respect to PHI received from Franchisee, or created, maintained, or received by Franchisor on behalf of Franchisee, shall:
- i. Retain only that PHI which is necessary for Franchisor to continue its proper management and administration or to carry out its legal responsibilities;
 - ii. Return to Franchisee or destroy the remaining PHI that Franchisor still maintains in any form;
 - iii. In the event that Franchisor determines that returning or destroying the PHI is not feasible, continue to extend the protections of this Agreement and use appropriate safeguards in accordance with the standards set forth in Subpart C of 45 CFR Part 164 with respect to Electronic PHI to limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as Franchisor retains the PHI;
 - iv. Not use or disclose the PHI retained by Franchisor other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3 above, which applied prior to termination; and
 - v. Return to Franchisee or destroy the PHI retained by Franchisor when it is no longer needed by Franchisor for its proper management and administration or to carry out its legal responsibilities.

Franchisee acknowledges and agrees that in the event ownership or control of Franchisee is transferred, terminated, or otherwise changes, PHI shall remain with the franchise entity, or its successor, and Franchisor in its capacity of providing services to the franchisee entity, or its successor, consistent with the provisions of this Agreement. No owner, directors, employees, and/or subcontractors of Franchisee have any ownership right or interest in such PHI because they are not Covered

Entities. Notwithstanding the above, Franchisor may in its discretion make and deliver copies of PHI to Franchisee's owners, directors, employees, and subcontractors to the extent necessary to comply with legal obligations and defend against professional actions or investigations.

6. Miscellaneous.

- a. Compliance with State Law. Franchisor acknowledges that by accepting information from Franchisee, it may become a holder of medical records information under state privacy laws. If applicable HIPAA Rules and state privacy law conflict regarding Franchisor's duties, Franchisor will comply with the more protective requirement. Notwithstanding the foregoing, Franchisee is responsible for ensuring that the provisions of this Agreement, including the Authorization(s) and all uses and disclosures of PHI by Franchisor are consistent with and permitted under applicable state law. Franchisee so warrants and represents as a condition of entering into this Agreement and the Franchise Agreement with Franchisor.
- b. Injunctive Relief. Any breach of this Agreement may result in irreparable harm to Franchisee. Franchisee reserves the right to seek injunctive relief and all other legal and equitable remedies available under the law.
- c. Attorney Fees. Each party agrees to bear its own legal expenses and any other cost incurred for claims, actions, or proceedings associated with a provision of this Agreement.
- d. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Nebraska, and in accordance with applicable portions of HIPAA and applicable HIPAA Rules, without giving effect to the conflict of laws provisions.
- e. Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for compliance with applicable HIPAA Rules and any other applicable law. Franchisor may unilaterally amend this Agreement in order to establish and maintain appropriate safeguards for PHI or for other business purposes; provided, however, that any such unilateral amendments may only be done to address noncompliance with the HIPAA Rules and for no other reason. In the event Franchisor believes unilateral amendment is required, Franchisor shall provide written notice to Franchisee identifying the rationale for the amendment, the provisions in this Agreement that are impacted, and the proposed amendment. Franchisee shall have ten (10) days to review and object to such amendment. Franchisee's failure to object within this time period constitutes acceptance of the amendment. Should Franchisee object to the amendment, the parties shall engage in a dispute resolution process wherein each party appoints an attorney to represent their interests. Such attorneys shall jointly appoint a mediator with experience in HIPAA and other federal health care regulatory laws to make a judgment as to whether the amendment is required by law and whether the amendment proposed by Franchisor satisfies HIPAA. Any amended

agreement signed by the Franchisor on a later date will supersede this Agreement.

- f. Regulatory References. A reference in this Agreement to a section of HIPAA means the section as in effect or as amended.
- g. Interpretation. Any ambiguity in this Agreement or the Franchise Agreement shall be interpreted to permit compliance with HIPAA Rules, where applicable.
- h. No Waiver of Obligations. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- i. Survival. The respective rights and obligations of Franchisor and Franchisee under Sections 2, 4, 5, and 6 shall be deemed to be material and shall survive the termination of this Agreement and the Franchise Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

FRANCHISEE

FRANCHISOR

Signature: _____

Signature: _____

Title: _____

Title: _____

EXHIBIT C

HOME INSTEAD SOFTWARE ACCESS AGREEMENT

This Software Access Agreement (the “**Agreement**”) is made and entered into this ____ day of ____, 20__ (the “Effective Date”), by and between Home Instead, Inc., a Nebraska corporation (the “Franchisor”), and ____, a ____, formed and operating under the laws of the State of ____ (the “Franchisee”). All capitalized terms in this Agreement have the meanings set forth in that certain Home Instead® Franchise Agreement No. ____ between the parties (the “**Franchise Agreement**”), the terms of which are incorporated by reference herein.

Recitals

A. Pursuant to the Franchise Agreement, Franchisee operates a Home Instead® business providing in home care services for older adults (the “**Franchised Business**”). Under the Franchise Agreement, Franchisor may require Franchisee to use approved software in the operation of the Franchised Business, which may be procured by Franchisor on behalf of Franchisee.

B. Franchisor has elected, and may elect in the future, to provide Franchisee with multiple software licenses which provide Franchisee and its approved representatives (e.g. administrative staff and owners) access to a collection of different services to operate their business (collectively, “**Software**”).

C. Franchisee has elected to use one or more of the Software provided by Franchisor, and agrees to be bound by the terms of this Agreement while utilizing any Software.

Agreement

In consideration of the above recitals and the promises set forth below, the parties agree as follows:

1. **Access to Software.** Franchisor grants to Franchisee a non-transferable and non-exclusive right to access Software, which has been procured by Franchisor, for use solely in connection with the operation and management of the Franchised Business. In some instances, use of certain Software may require Franchisor to obtain from Franchisee an executed and signed participation agreement which governs use of that specific Software. In those cases, Franchisor will provide the separate participation agreement to Franchisee and Franchisee must sign and return the participation agreement before Franchisee can begin using the Software. Franchisee is responsible for complying with all local, state, provincial, national and federal laws (including data privacy laws) and the accuracy of all information inputted into, contained in, generated by or accessible from the Software. Franchisee may use the Software only as permitted under the terms of this Agreement or an accompanying participation agreement. Franchisee cannot use the Software for any other purpose, including:

- a) copying, in whole or in part, Software or any documentation; modifying Software; reverse compile or reverse assembling all or any portion of Software or otherwise attempt to derive the source code to Software; or rent, lease, distribute, sell, sublicense, or create derivative works of Software.;

- b) disclose, provide, or otherwise make available the Software itself or any such trade secrets or copyrighted material in the Software in any form to any third party without the prior written consent of Franchisor. Franchisees shall implement reasonable security measures to protect such trade secrets and copyrighted material;
- c) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of Software or the data contained therein; or (v) attempt to gain unauthorized access to Software or its related systems, networks, or data contained therein.;
- d) Use the Software for any purpose other than what Franchisor has procured for the Franchisee;
- e) Attempt to gain unauthorized access to the Software;
- f) Use access to the Software to build a competitive product or service;

2. **Security.** Franchisee is responsible for administering the login identities and passwords for each user in Franchisee's organization for all Software. Franchisee is responsible for keeping and maintaining the security of its passwords and setting permissions to control access. Franchisee will use its best efforts to protect the Software at all times from any unauthorized use. Franchisor is not responsible for unauthorized access to Franchisee's data that results from Franchisee's failure to keep secure its assigned passwords. Franchisee shall maintain accurate records regarding user names and logon credentials, and Franchisor may audit this information at any time to confirm that the appropriate license fees are being paid by Franchisee. Franchisee also agrees to promptly notify Franchisor in the event of any user changes. In addition, Franchisee acknowledges, understands and agrees that: (i) Franchisor reserves the right to remove access to or delete without notice any of Franchisee's e-mails or contacts, (ii) Franchisor does not provide a back-up service for any of Franchisee's e-mails or contacts, (iii) Franchisor is not responsible or liable to Franchisee or any third party for any lost or deleted e-mail messages and contacts and (iv) once removed e-mail messages and contacts cannot be restored.

3. **Fees and Payment.** Franchisor reserves the right to pass through the cost of any Software to Franchisee. In addition, Franchisor reserves the right to increase the fee, if any, that it charges Franchisee for Software upon 30 days written notice to Franchisee, to reflect Franchisor's increased pass-through costs or its own increased internal costs of providing services and Software access. Franchisor may change this fee multiple times during the term of this Agreement, so long as Franchisor provides prior notice to Franchisee of such pricing changes. Sections 8(E) (Electronic Funds Transfer) and 8(F) (Interest on Late Payments) of the Franchise Agreement are hereby incorporated by reference.

4. **Term and Termination.** This Agreement commences upon the Effective Date and continues until terminated by Franchisor. Franchisor reserves the right to terminate this Agreement immediately if: (a) Franchisor's license or agreement with any Software terminates, (b) Franchisor adopts a different Software program for the System, (c) a breach of this Agreement by Franchisee remains uncured 30 days after written notice of the breach was provided to Franchisee, or (d) the Franchise Agreement between the parties is terminated. Upon termination of this Agreement for any reason, Franchisee's access to the Software will be terminated. Termination of this Agreement due to an uncured breach by Franchisee is grounds for termination of the Franchise Agreement.

5. **Ownership.** Other than the license granted, no right, title or interest in all or any portion of the Software is conveyed or assigned to Franchisee, either expressly or by implication, by virtue of this Agreement, including any patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property associated with the Software.

6. **WARRANTY DISCLAIMER.** THE SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7. **Indemnification:** Franchisee shall indemnify Franchisor and Franchisors affiliates, principals, officers, directors, agents, and employees ("Franchisor Indemnified Parties") from and against any claim, liability, damage, fines, losses, expenses (including reasonable attorney's fees and court costs and the cost of enforcing this indemnity clause arising from any: (a) material breach by Franchisee of the terms of this Agreement; (b) third-party claims that Franchisee has infringed on any intellectual property rights, including trademark copyright, or patents of any Software; (c) gross negligence or willful misconduct by Franchisee or Franchisee's agents or employees; (d) Franchisee's noncompliance with Sections 1(a)-1(f) of this Agreement. Franchisor shall give Franchisee written notice of any such indemnification claim, Franchisee shall have the right to assume the sole defense of such claim and Franchisor shall assist Franchisee as requested. Franchisor has the right to participate in the defense of any such claim at its expense. In no event shall Franchisee settle any claim without Franchisor's prior written consent (which consent shall not be unreasonably withheld).

8. **LIMITATION OF LIABILITY.** FRANCHISOR SHALL NOT BE LIABLE TO FRANCHISEE FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES WHATSOEVER OR HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, ITS USE OR OTHERWISE. FRANCHISOR'S TOTAL LIABILITY TO FRANCHISEE FOR DAMAGES RELATED TO THE SOFTWARE SHALL NOT EXCEED THE AMOUNTS PAID BY FRANCHISEE FOR TECHNOLOGY FEES IN THE PREVIOUS TWELVE-MONTH PERIOD.

9. **Miscellaneous.** This Agreement, the Franchise Agreement and any participation agreement represent the entire agreement between the parties regarding the Software and supersedes all prior agreements, representations, negotiations and understandings between the parties regarding the Software. The applicable terms of the Franchise Agreement will also control this Agreement. This Agreement is only assignable by Franchisee in connection with a valid assignment of the Franchise Agreement. The provisions of the Franchise Agreement are

incorporated by reference, including, without limitation, the sections entitled “Enforcement”, “Waiver of Damages”, “Notices and Payment”, and “Construction/Integration of Agreement”. Electronic signatures of this Agreement, including any acceptance of terms and conditions through online forms, shall have the full force and effect of an original signature of this Agreement and shall be deemed the same.

The parties have executed this Agreement as of the Effective Date

FRANCHISOR:

FRANCHISEE:

HOME INSTEAD, INC.,

By _____

By _____

By _____

By _____

Title _____

Title _____

EXHIBIT A

TO HOME INSTEAD SOFTWARE ACCESS AGREEMENT

EXHIBIT A

This Participation Agreement is entered into by the party signing below (“you”) for the benefit of the Microsoft affiliate (“Microsoft”) and shall be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and Home Instead, Inc. (“customer”) have entered into Microsoft Enrollment, No. 56691282 (the “agreement”), under which you desire to sublicense certain Microsoft Products. Terms used in this agreement but not otherwise defined will have the definition provided in the agreement. As used in this Participation Agreement, the term to “run” a Product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run any version of any Product sublicensed under the agreement is governed by the applicable use rights for the Product and version licensed as of the date you first run that copy. The use rights for Software are published by Microsoft in the Product Terms, and the use rights for Online Services are published in the Online Services Terms (collectively, the “Use Rights”). Such Use Rights will be made available to you by the customer, or may be found at <http://www.microsoft.com/licensing/contracts>. Microsoft does not transfer any ownership rights in any licensed Product and it reserves all rights not expressly granted.

Acknowledgment and Agreement. You hereby acknowledge that you have obtained a copy of the Use Rights located at <http://www.microsoft.com/licensing/contracts> applicable to the Products acquired under the above-referenced agreement; you have read and understood the terms and conditions as they relate to your obligations; and you agree to be bound by such terms and conditions, as well as to the following provisions:

- a. Restrictions on use.** You may not:
- (i) Separate the components of a Product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the Use Rights;
 - (ii) Rent, lease, lend or host Products, except where Microsoft agrees by separate agreement;
 - (iii) Reverse engineer, de-compile or disassemble Products or fixes, except to the extent expressly permitted by applicable law despite this limitation;

Products, Fixes and Service Deliverables licensed under this agreement (including any license or services agreement incorporating these terms) are subject to U.S. export jurisdiction. You must comply with all domestic and international export laws and regulations that apply to the Products, Fixes and Service Deliverables. Such laws include restrictions on destinations, end-user, and end-use for additional information, see <http://www.microsoft.com/exporting/>.

b. Limited Product warranty.

(i) Microsoft Warrants that:

- 1) Online Services will perform in accordance with the applicable Service Level Agreement; and
- 2) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation.

(ii) Limited warranty term. The limited warranty for:

- 1) Online Services is for the duration of your use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement; and
- 2) Products other than Online Services is one year from the date customer first obtained rights to the Product.

(iii) Limited warranty exclusions. This limited warranty is subject to the following limitations:

- 1) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Use Rights, or resulting from events beyond Microsoft's reasonable control;
- 2) the limited warranty does not apply to components of Products that you are permitted to redistribute;
- 3) the limited warranty does not apply to free, trial, pre-release, or beta products; and
- 4) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

(iv) Remedies for breach of limited warranty. If Microsoft fails to meet any of the above limited warranties and you notify Microsoft within the warranty term, then Microsoft will:

- 1) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;
- 2) for Products other than Online Services, at its option, either (a) return to customer the price paid by customer, or (b) repair or replace the Product.

These are your only remedies for breach of the limited warranty other than remedies required to be provided under applicable law.

- c. **NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS. MICROSOFT WILL NOT BE LIABLE FOR ANY PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY MICROSOFT UNLESS SUCH THIRD PARTY PRODUCTS ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND MICROSOFT, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW LAST FOR ONE YEAR FROM THE START OF THE LIMITED WARRANTY.
- d. **Limitation of liability.** There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft's liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the following amounts: (1) for each Product other than Online Services, the amount customer paid for the Product under the agreement, and (3) for Online Services, the amount customer paid for the Online Service during the 12 months before the cause of action arose; provided that in no event will a party's aggregate liability for any Online Service exceed the amount customer paid for that Online Service, as used by you under this agreement. In the case of Microsoft's responsibilities with respect to third party patent or copyright infringement, claims, Microsoft's obligation to defend such claims will not be subject to the preceding limitation, but Microsoft's liability to pay damages awarded in any final adjudication (or settlement to which it consents) will be. In the case of free Product or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's total liability to you will not exceed US\$5000, or its equivalent in local currency.
- e. **NO LIABILITY FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU, YOUR AFFILIATES OR SUPPLIERS, NOR MICROSOFT, ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH ANY AGREEMENT, PRODUCT, OR FIX, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR

IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

- f. **Your agreement to protect.** You must defend Microsoft against any claims made by an unaffiliated third party that:
- (i) any Customer Data or non-Microsoft software Microsoft hosts on your behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
 - (ii) arise from a violation of the terms of the Acceptable Use Policy, which is described in the Use Rights.

You must pay the amount of any resulting adverse final judgment (or settlement to which you consents).

Microsoft will notify you promptly in writing of a claim subject to this section. Microsoft will (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You must reimburse Microsoft for reasonable out-of-pocket expenses that Microsoft incurs in providing assistance.

- g. **Application.** The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.
- h. **Verifying compliance.** You must keep records relating to the Products you use or run. Microsoft has the right to verify compliance with these terms and any applicable Use Rights, at its expense. To do so, Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 15 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. You must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the Products you use. If verification or self-audit reveals unlicensed use or distribution of Products, you must promptly order sufficient licenses to permit all Product usage disclosed. If unlicensed use is 5% or more, you must reimburse Microsoft for the costs it has incurred in verification and acquire the necessary additional licenses at 125% of the then current price list and your price level within 30 days. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If Microsoft undertakes such verification and does not find material unlicensed use of Products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the

information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the Use Rights. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the Use Rights, or to protect its intellectual property by any other means permitted by law.

- i. **Dispute Resolution; Applicable Law.** This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license entered into with Microsoft or its affiliates under this agreement.

Your violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder. This Participation Agreement will terminate immediately in the event of termination of your contractual affiliation with customer.

Dated as of the _____ day of _____, 20____.

CUSTOMER AFFILIATE

By _____

Name _____

Title _____

Date _____

EXHIBIT C

AGENTS FOR SERVICE OF PROCESS

EXHIBIT C

AGENTS FOR SERVICE OF PROCESS

Home Instead, Inc. authorizes the following to accept service of process on behalf of Home Instead, Inc. in the respective states:

STATE	AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4 th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1 st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7 th Place East, Suite 280 St. Paul, MN 55101-2198
New York	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6 th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219

Washington	Department of Financial Institutions Securities Division	150 Israel Road S.W. Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT D

STATE ADMINISTRATORS

EXHIBIT D

STATE ADMINISTRATORS

State	Title	Dept	Address	City	Zip Code
California	Corporations Commissioner Toll Free Telephone #: 1-866-275-2677	Dept of Financial Protection and Innovation	320 W. 4th St. Suite 750	Los Angeles	90013-2344
Hawaii	Commissioner of Securities	Dept. Of Commerce and Consumer Affairs	335 Merchant Street, Room 203	Honolulu	96813
Illinois	Office of the Attorney General	Franchise Office	500 South Second Street	Springfield	62706
Indiana	Securities Commissioner	Securities Division	302 West Washington St., Room E111	Indianapolis	46204
Maryland	Office of Attorney General	Securities Division	200 St. Paul Place	Baltimore	21202-2020
Michigan	Department of Attorney General	Consumer Protection Division	525 West Ottawa Street	Lansing	48933
Minnesota	Commissioner of Commerce	Minnesota Dept. Of Commerce	85 7 th Place East, Suite 280	St. Paul	55101-2198
New York	NYS Department of Law 212-416-8236 Ph	Investor Protection Bureau	28 Liberty Street, 21 st Floor	New York	10005
North Dakota	Securities Commissioner	Securities Department	600 East Boulevard, 14 th Floor	Bismarck	58505
Rhode Island	Director Department of Business Regulation	Securities Div.	1511 Pontiac Ave. John O. Pastore Complex – Bldg 68-2	Cranston	02920
South Dakota	Department of Labor and Regulation	Div. of Insurance Securities Regulation	124 S. Euclid, Suite 104	Pierre	57501
Virginia	State Corporation Commission 804-371-9051	Division of Securities and Retail Franchising	1300 E. Main Street, 9 th Floor	Richmond	23219
Washington	Department of Financial Institutions 360-902-8760	Securities Division	150 Israel Road, S.W.	Tumwater	98501
Wisconsin	Franchise Administrator	Commissioner of Securities	4822 Madison Yards Way, North Tower	Madison	53705

EXHIBIT E

INITIAL FRANCHISE ITEMS

EXHIBIT E

INITIAL FRANCHISE ITEMS

The following items are included in the Home Instead franchise fee. You will receive these materials during your franchise training week and/or they will be shipped to your office address immediately after training.

Quantity	Item Description
10	Client Journal Binder
50	Client Journal Tabs
2	Gait Belt
25	Living Home Instead Binder
1	Living Home Instead Poster – Single
1	Home Instead General Poster Series – Bundle of 3
500	Logo Labels
25	Note Cards
100	Classic Pens
100	Portfolio
100	Presentation Folder
1	8' Table Cover (purple/white)
1	Trade Show Banner Stand
100	Lanyard with Badge Holder
250	Home Instead Post-It Notes
2	Zipper Portfolio
2	20oz Tumbler
50	30-day Care Pro Congratulations Cards
1	Laptop*
1	Smart TV*

*this product may vary in price & model based on availability

APPAREL

Quantity	Item Description
2	Long Sleeve Pullover
2	Short Sleeve Polo
30	Fruit of the Loom – Sofspun® Crewneck T-shirt

IMPRINTED MATERIALS

Quantity	Item Description
500	Business Cards - White Stock – Standard Back
500	#10 Window Envelopes - White Stock – Purple Imprint
500	#6 Return Envelopes – White Stock – Purple Imprint
2,000	Family Member Brochure

PAID SERVICES

Quantity	Item Description
1	Home Care Association Membership
1	Lutz (90 Minute QuickBooks Training)

EXHIBIT F

LIST OF FRANCHISEES

EXHIBIT F

LIST OF FRANCHISEES

DECEMBER 31, 2023

State	Owners	Address	City	ST	Zip	Phone	Date Opened
Alabama	Lan Berry	1231 W. Main St.	Dothan	AL	36301	334-699-6815	10/8/2007
	Bob & Joyce Brasher	2715 Spring Gate Lane SE	Huntsville	AL	35802	256-883-3080	10/27/1998
	Rachel Durko	1530 E. Glenn Ave., Suite E	Auburn	AL	36830	334-321-1050	11/6/2006
	Dan & Andrea Pahos	2059 Columbiana Rd., Suite 105	Birmingham	AL	35216	205-822-1915	2/18/1997
	Dan & Andrea Pahos	2059 Columbiana Rd., Suite 105	Birmingham	AL	35216	205-822-1915	12/11/1997
	Pam Hodges	2703 Darby Dr.	Florence	AL	35630	256-764-4316	12/26/2002
	Sheila & Bill Purnell	2520 Fairlane Dr., Suite 340	Montgomery	AL	36116	334-215-9577	6/5/2006
	Stephaine & Bobby Buffaloe	303 E. Hargrove	Tuscaloosa	AL	35401	205-764-0387	11/8/2010
	Teresa Logiotatos	2411 Old Shell Rd	Mobile	AL	36607	251-342-6655	2/1/1999
	Steve Nooyen	2725 Rainbow Dr., Ste 2	Rainbow City	AL	35906	256-485-0207	2/25/2013
Alaska	Stacee Kleinsmith	440 W. Benson Blvd., Ste 100	Anchorage	AK	99053	907-277-4663	5/8/2006
Arizona	Mahnaz Pourian	10450 E. Riggs Rd., Ste 117	Sun Lakes	AZ	85248	480-895-1460	5/28/1998
	Mahnaz Pourian	3850 E. Baseline Rd., Suite 128	Mesa	AZ	85206	480-827-443	11/19/1997
	Scott Ehram	3208 N. Tucson Blvd.	Tucson	AZ	85716	520-770-9943	1/8/1996
	Mary & Harrison Hatfield	240 South Montezuma, Suite 206	Prescott	AZ	86303	928-708-9960	5/9/2000
	Kelly Cornelius	1430 E. Missouri Ave., Ste 280	Phoenix	AZ	85014	602-603-1725	2/1/2017
	Debbie Gross & Steve Conroy	15003 W. Bell Rd., Suite 125	Surprise	AZ	85374	623-223-9215	6/1/2017
	Hope Boutte	2501 N. Hayden Rd.	Scottsdale	AZ	85257	480-991-3959	10/1/2017
	Vickie & Scott Castleman	21448 N. 75th Ave.	Glendale	AZ	85308	623-499-3290	10/1/2017
	Kelly Cornelius	17100 E. Shea Blvd., Ste 540	Fountain Hills	AZ	85268	480-500-6550	12/1/2017
	Tom & Nealy Meisinger	170 N. La Canada Dr., Ste 40	Green Valley	AZ	85614	520-770-8660	6/1/2018
	Blair & Anthony Sapeta	250 N. Litchfield Rd., Ste 161A	Goodyear	AZ	85268	623-777-3637	12/1/2017

State	Owners	Address	City	ST	Zip	Phone	Date Opened
	Makalla & Bob Fritz	4150 W. Peoria Ave., Suite 22	Phoenix	AZ	85614	480-500-6550	6/1/2018
Arkansas	Matt McClure & Jennifer Bassett	300 Ouachita Ave.	Hot Springs	AR	85338	520-770-8660	9/17/2018
	Elaine & Noel Morris	124 Highway 201 N	Mountain Home	AR	85029	623-777-3637	9/9/2019
	Paul & Ashley Fry	#7 Beaver Fork Road	Conway	AR	71901	602-638-1470	11/3/2003
	Johnathan Fry	3800 Rogers Ave., Suite 1	Fort Smith	AR	72903	501-625-3133	2/9/2007
	Matt McClure & Jennifer Bassett	100 N. Dixieland Rd., Suite A5	Rogers	AR	72756	479-936-9885	4/18/2005
	Paul & Ashley Fry	2000 E. Matthews Ave., Suite 2045	Jonesboro	AR	72401	870-933-6247	3/5/2007
	Matt & Cathy McClure	909 Cumberland St., Suite 100	Little Rock	AR	72202	501-758-7340	2/12/2001
	Matt McClure & Jennifer Bassett	2109 W. Green Acres Rd.	Fayetteville	AR	72703	479-380-1881	6/1/2021
California	Carter Prescott / Greg Sanchez	200 E. Del Mar Blvd., Ste 350	Pasadena	CA	91105	626-486-0800	5/8/2003
	Carter Prescott / Greg Sanchez	899 West Foothill Blvd., Suite H	Monrovia	CA	91016	626-599-2310	9/11/2000
	Theodore Torio	745 E. Locust Ave., Suite 105	Fresno	CA	93720	559-243-1224	2/24/2003
	Ian Hamilton	1006 Stewart Dr., Suite A100	Sunnyvale	CA	94085	650-691-9671	4/18/2000
	Ian Hamilton	1006 Stewart Dr., Suite A100	Sunnyvale	CA	94085	650-691-9671	5/8/1996
	Brandi Johnson	13334 Amargosa Rd.	Victorville	CA	92392	760-843-5655	4/28/1997
	Brandi Johnson	9213 Archibald Ave.	Rancho Cucamonga	CA	91730	909-476-9030	4/1/2004
	Ken Tak	1660 Hamilton Ave, Suite 204	San Jose	CA	95125	408-370-6360	8/8/2001
	Ken Tak	17015 Walnut Grove Dr., Ste 103C	Morgan Hill	CA	95037	408-722-9499	2/14/2000
	Buck Shaw	457 Grass Valley Hwy, Ste 4	Auburn	CA	95603	530-885-3904	9/24/1996
	Buck Shaw	11160 Sun Center Drive	Rancho Cordova	CA	95670	916-920-2273	9/17/1997
	Buck Shaw	11160 Sun Center Drive	Rancho Cordova	CA	95670	916-920-2273	7/15/1998
	Buck Shaw	1160 Sun Center Drive	Rancho Cordova	CA	95670	916-920-2273	8/29/2022
	Jaime Penaherrera	747 Toulumne St.	Vallejo	CA	94590	707-552-2266	9/8/2003
	Dan Robles & Matt Galbraith	180 N. 9th St.	Grover Beach	CA	93433	805-473-5781	5/15/2001

State	Owners	Address	City	ST	Zip	Phone	Date Opened
	Catherine & Todd Vaughan	1050 Northgate Drive, Suite 180	San Rafael	CA	94903	415-833-6260	10/12/1998
	David Ramirez	1 Daniel Burnham Ct., Suite 228C	San Francisco	CA	94109	415-441-6490	3/12/1998
	David Ramirez	1 Daniel Burnham Ct., Suite 228C	San Francisco	CA	94109	415-441-6490	3/12/1998
	Charlene Perrone & Joel Green	28110 Avenue Stanford, Unit A	Santa Clarita	CA	91355	661-254-8701	11/7/2005
	Sandeep Bhatia	5713 N. Pershing Ave., Ste A4	Stockton	CA	95207	209-933-9737	6/2/1999
	Shavon & Don Pierce	5500 E. Atherton St., Suite. 216	Long Beach	CA	90815	562-596-4884	6/7/1999
	Denise deCock	3625 Del Amo Blvd., Suite 105	Torrance	CA	90503	310-542-0563	7/9/1999
	Denise deCock	3625 Del Amo Blvd., Suite 105	Torrance	CA	90503	310-542-0563	12/9/2002
	Gregg Rosenblum	12396 World Trade Dr., Suite 102	San Diego	CA	92128	858-753-6440	9/14/2015
	Laurie Reid	6593 Collins Drive, Ste D-10	Moorpark	CA	93021	805-577-0926	2/18/1997
	Ken Tabb	774 S. Placentia Ave., Suite 305	Placentia	CA	92870	714-871-4274	6/7/1999
	Eric Carr & Diane Green	5601 W. Slauson Ave., Suite 255	Culver City	CA	90230	310-645-8475	2/25/2013
	Claudine Reid	3917 W. Riverside Dr., 2nd Floor	Burbank	CA	91505	818-843-8688	11/1/2002
	Katie & Jared Harbin	414 S. Palm Ave.	Hemet	CA	92543	951-929-1050	5/3/1999
	Jim Kordenbrock	28570 Marguerite Parkway, Suite 221	Mission Viejo	CA	92692	949-347-6767	10/25/1999
	Jim Trisch	5805 N. Sepulveda Blvd., #101	Sherman Oaks	CA	91411	818-988-6848	12/15/2002
	Ben Karakunnel	3550 Wilshire Blvd., Ste 700	Los Angeles	CA	90010	323-466-2345	2/26/2003
	Ben Karakunnel	3550 Wilshire Blvd., Ste 700	Los Angeles	CA	90010	323-466-2345	10/29/2004
	Rushika Mediwake	750 Terrado Plaza, Ste 31	Covina	CA	91723	626-938-0113	7/7/1997
	Julie Ann Soukoulis	6050 Commerce Blvd, Suite 107	Rohnert Park	CA	94928	707-586-1516	5/16/2001
	Rich Southard	13585 Whittier Blvd., Ste 104	Whittier	CA	90605	562-698-8600	12/15/2002
	Leslie & Steve Bojorquez	5360 Jackson Dr., Suite 120	La Mesa	CA	91942	619-460-6222	11/18/1997
	Don Pierce & Shavon Pierce	8255 Firestone Blvd Suite 301	Downey	CA	90241	562-401-0010	7/28/2003
	Lisa & Dave Rezner	128 E Katella Avenue, Suite 210	Orange	CA	92867	714-288-1957	2/13/2001

State	Owners	Address	City	ST	Zip	Phone	Date Opened
	Thomas Deakins and Ashlyn Cornes	101 W. Anapamu St., Suite C	Santa Barbara	CA	93101	805-560-6995	10/7/2002
	Martie Cruz	3050 Citrus Cir, Suite 201	Walnut Creek	CA	94598	925-280-9688	12/21/1997
	Martie Cruz	2207 S. El Camino Real	San Mateo	CA	94403	650-522-8009	8/21/1996
	Martie Cruz	3050 Citrus Cir, Suite 201	Walnut Creek	CA	94598	925-280-9688	12/22/1997
	Veronica & Nick Singh	1500 Adams Ave., Suite 304	Costa Mesa	CA	92626	714-444-4880	6/23/2000
	Nathan Vail	2639 Forest Ave., Suite 110	Chico	CA	95928	530-895-6100	7/11/2001
	Paul & Sherry Dziuban	901 Hacienda Drive Suite B	Vista	CA	92081	760-639-6472	1/21/1997
	Paul & Sherry Dziuban	41880 Kalmia St., Unit 140	Murrieta	CA	92562	951-696-2100	6/4/1999
	Rob Costello	73-726 Alessandro Dr., Suite 200	Palm Desert	CA	92260	760-674-1905	7/24/1996
	Jason & Debbie Baker	8775 Aero Drive, Suite 235	San Diego	CA	92123	858-277-3722	2/4/1997
	Sudheer Sreerangapalle	505 14th St., Ste 900	Oakland	CA	94612	510-663-3652	5/6/1999
	Sudheer Sreerangapalle	20255 Redwood Rd	Castro Valley	CA	94546	510-686-9940	5/6/1999
	Shannon Chan	29300 Kohoutek Way, Ste 130	Union City	CA	94587	510-972-0870	5/8/2000
	Richard Southard	6751 Brockton Ave	Riverside	CA	92506	951-369-7047	6/8/1999
	Valerie Hernandez & Manny Hernandez	461 Tennessee St., Suite O	Redlands	CA	92373	909-370-0343	12/31/2015
	Ben Karakunnel	1516 S. Bundy Dr., Suite 206	Los Angeles	CA	90025	310-590-1685	4/8/2002
	Chita Henning	22110 Clarendon St., Suite 203	Woodland Hills	CA	91367	818-717-0643	1/1/2007
	Joseph Malagon	171 E. Thousand Oaks Blvd., Ste 200	Thousand Oaks	CA	91360	805-370-0303	11/6/2014
	Ben Karakunnel	19725 Sherman Way, Ste 330	Winnetka	CA	91306	818-818-5014	1/8/2018
	Joy Johnson	616 S. Del Mar Ave., Ste E	San Gabriel	CA	91776	626-508-1514	1/7/2019
	Carly & Lawrence Snow	2029 21 st St.	Bakersfield	CA	93301	661-888-4908	09/19/2022
Colorado	Kristin Goluska / Robert Dahlquist	2095 S. Pontiac Way	Denver	CO	80224	303-389-5700	3/18/1999
	Kristin Goluska / Robert Dahlquist	2095 S. Pontiac Way	Denver	CO	80224	720-283-7275	5/22/2000
	Katie Bui and Jason Arends	1319 Court St	Pueblo	CO	81003	719-867-4030	1/30/2023

State	Owners	Address	City	ST	Zip	Phone	Date Opened
	Michael Lammers	183 S. Taylor Ave., Ste 161	Louisville	CO	80027	720-890-0184	9/10/2001
	Curt & Holly Foust	4704 Harlan St., Ste 100	Denver	CO	80212	303-463-1900	8/2/1999
	Curt & Holly Foust	6191 W. 44th Ave.	Wheat Ridge	CO	80033	303-463-1900	8/2/1999
	Erica & Jared Wagner	399 Perry St., Ste 300	Castle Rock	CO	80104	303-688-7852	4/30/2003
	Reed & Kate Kovalan	1955 N. Union Blvd., #100	Colorado Springs	CO	80909	719-534-0908	6/2/1997
	Mike & Carol Maguire	251 Boardwalk Drive	Fort Collins	CO	80525	970-494-0289	2/12/2001
	Janine & David Hearn	160 Rock Point Dr., Ste C	Durango	CO	81301	970-828-6700	1/31/2022
	Reed & Kate Kovalan	1955 N Union Blvd Suite 100	Colorado Springs	CO	80909	719-534-0908	
Connecticut	David DeLancy	2488 Boston Post Rd., Ste 12A	Guilford	CT	06437	203-458-2992	7/28/2003
	Rupal & Sam Sisodia	2446 Albany Ave, Suite 304	West Hartford	CT	06117	860-236-5995	6/7/2004
	Lesley Kuffour	384 Merrow Rd., Ste Z	Tolland	CT	06084	860-896-5295	5/4/2009
	Andrew Clifford	1733 Whitney Avenue	Hamden	CT	06517	203-288-1118	5/21/2002
	Heather & Colman Gately	158 East Ave	Norwalk	CT	06851	203-853-0370	2/18/2000
	Sandra Greaves & Roger Ross	975 Middle St., Ste D	Middletown	CT	06457	860-316-2531	4/15/2009
	Sharon Massafra	101 Meritt Blvd., Suite 22	Trumbull	CT	06611	203-386-1151	1/10/2000
Delaware	Bob Bird / Allison Bird	1701 Shallcross Ave., Suite A	Wilmington	DE	19806	302-654-4003	4/14/2003
	Bob Bird / Allison Bird	1701 Shallcross Ave., Suite A	Wilmington	DE	19806	302-654-4003	1/1/2008
	Robert Ware	755 A Walker Rd	Dover	DE	19904	302-697-6435	3/22/1999
Florida	Temi & John Cherrier	339 Interstate Blvd	Sarasota	FL	34240	941-951-2242	7/24/2002
	Stacy & Kaipo Robello	817 N. Palafox St.	Pensacola	FL	32501	850-477-1947	10/4/1999
	Carolyn Quintanilla	4214 W. Gulf to Lake Hwy	Lecanto	FL	34461	352-249-1257	5/4/2007
	David & Malorie Hill	2730 U.S. 1, South, Suite O	St. Augustine	FL	32086	904-794-9450	2/9/1999
	David & Malorie Hill	9191 R.G. Skinner Pkwy, Suite 803	Jacksonville	FL	32256	904-363-6699	8/18/1997
	David & Malorie Hill	399 Palm Coast Pkwy, SW Unit #3	Palm Coast	FL	32137	386-986-1931	11/12/2001

State	Owners	Address	City	ST	Zip	Phone	Date Opened
	Dinah Pickett	2640 Hollywood Blvd., Suite 101	Hollywood	FL	33020	954-505-7957	9/10/2012
	Mike Levine	141 Pond Cypress Road, Ste A	Venice	FL	34292	941-375-8400	1/4/2010
	Ron & Christine Krasnansky	885 37th Pl	Vero Beach	FL	32960	772-564-8821	1/25/1999
	Haynes Payne	849 Sarno Road	Melbourne	FL	32935	321-751-1003	9/9/2002
	Gisela DeArmas	1150 NW 72nd Ave, Suite 405	Miami	FL	33126	786-845-0888	10/9/2000
	James Foscolo & Debra Foscolo	3655 Maguire Blvd., Suite 150	Orlando	FL	32803	407-445-8885	12/22/1997
	James Foscolo & Debra Foscolo	3655 Maguire Blvd., Suite 150	Orlando	FL	32803	407-445-8885	9/3/1999
	James Foscolo & Debra Foscolo	3655 Maguire Blvd., Suite 150	Orlando	FL	32803	407-445-8885	3/22/2001
	Julie & Colin Castle	14202 62nd St. N., Suite B	Clearwater	FL	33760	727-799-1400	1/1/2001
	Julie & Colin Castle	14202 62nd St. N., Suite B	Clearwater	FL	33760	727-799-1400	1/1/2001
	Julie & Colin Castle	14202 62nd St. N., Suite B	Clearwater	FL	33760	727-799-1400	1/1/2001
	Sue & Bill Bidwell	520 E. Olympia Ave.	Punta Gorda	FL	33950	941-505-0450	10/13/2008
	Stacey & John Murphy	5425 Main St.	New Port Richey	FL	34652	727-845-5819	1/8/2001
	Mark Arquitt	441 E. Central Ave.	Winter Haven	FL	33880	863-294-9141	4/13/2000
	Dave Heinza / Derick Nguyen	1755 S. Kings Ave.	Brandon	FL	33511	813-684-1972	5/5/2003
	Dave Heinze /Derick Nguyen	2902 Busch Lake Blvd.	Tampa	FL	33614	813-930-9366	9/11/1996
	Marilyn & Johnny Long / John Ruehle	1505 SE 40th St., Suite C	Cape Coral	FL	33904	239-541-4133	7/9/2007
	Marshall Webster & Lisa Herlache	5239 Manatee Ave. W.	Bradenton	FL	34209	941-739-3050	12/31/2003
	Carolyn & Abener Quintanilla	606 SW 3rd Ave.	Ocala	FL	34471	352-622-6447	11/7/2005
	Paul King	216 N. Third St., Suite A	Leesburg	FL	34748	352-323-6100	4/11/2002
	Maureen Riser	8356 Forest Oaks Blvd.	Spring Hill	FL	34606	352-340-5900	10/15/2012
	Dave Heinze / Freddy Albashir	6719 Gall Blvd., Ste 104	Zephyrhills	FL	33542	813-991-7524	7/18/2011
	Mark & Gabriela Santiago	549 NW Lake Whitney Place, Suite 106	Port St. Lucie	FL	34986	772-924-3210	6/7/2010
	Scott Harrell	2477 Tim Gamble Pl. Suite 101	Tallahassee	FL	32308	850-297-1897	6/29/1998

State	Owners	Address	City	ST	Zip	Phone	Date Opened
	Sue & Bill Bidwell	16520 Tamiami Trail, Suite 213	Ft. Myers	FL	33908	239-226-0007	12/17/2002
	Sue & Bill Bidwell	11181 Health Park Blvd., Ste 3060	Naples	FL	34110	239-596-2030	4/18/2001
	Shiv Puri & Shikha Jain	1901 Mason Ave., Suite 102	Daytona Beach	FL	32117	386-255-0645	6/4/1997
	Shiv Puri & Shikha Jain	1901 Mason Ave., Suite 102	Daytona Beach	FL	32117	386-255-0645	6/4/1997
	Kari Gomez	810 East Main St.	Lakeland	FL	33801	863-937-1500	8/10/2009
	Betsy & Christian Miller	71 College Drive.	Orange Park	FL	32065	904-215-8520	10/10/1997
	Todd Harrell	722-H Beal Pkwy NW	Ft. Walton Beach	FL	32547	850-243-6464	2/18/2002
	Michelle & David Scott	957 E. Del Webb Blvd., Unite 102A	Sun City Center	FL	33573	813-633-0333	3/20/2017
	Susan Witting	7700 Congress Ave., Ste 1104	Boca Raton	FL	33487	561-409-5980	3/30/2020
	Jim & Cheryl Hernandez	1725 E. highway 50, Ste C	Clermont	FL	34711	352-717-5700	7/13/2020
Georgia	Matt Cohn / Matt McClure	115 ½ Bradford St., St	Gainesville	GA	30501	770-534-5880	5/7/2007
	Andrew Williams	211 Cleveland St., Ste C	Blairsville	GA	30512	706-835-3800	1/17/2011
	Billy Frost	1101-K2 Hillcrest Pkwy	Dublin	GA	31021	478-275-8176	2/21/2005
	David & Deb Galeotti	117 Governors Sq., Sta A	Peachtree City	GA	30269	770-461-1290	8/24/1998
	Chuck Coker	4480 Valnorth Dr., Suite D	Valdosta	GA	31602	229-245-0123	5/9/2015
	Sharon & Chad Baker	2813 Hamilton Rd.	Columbus	GA	31904	706-987-8600	4/1/2010
	Matt Cohn / Matt McClure	4511 Chamblee Dunwoody Rd., Ste A4	Atlanta	GA	30338	770-392-8952	1/11/1996
	Matt Bell	1551 Jennings Mill Road, Ste 2400 C	Watkinsville	GA	30677	706-613-2224	8/24/1998
	Ken Stavas	1301 Shiloh Road, Ste 1730	Kennesaw	GA	30144	770-425-4240	5/24/1996
	Ken Stavas	1301 Shiloh Rd., Ste 1730	Kennesaw	GA	30144	770-425-4240	5/24/1996
	Ken Stavas	701 Broad St., Ste 305	Rome	GA	30161	706-290-1367	10/6/2000
	Matt Cohn / Matt McClure	2795 W. Main St., Bldg 24A	Snellville	GA	30078	770-972-2273	9/28/1998
	Shannon Bell	2940 Riverside Dr., Ste. 103	Macon	GA	31204	478-477-5501	9/8/1997
	Mark Barlow	4210 Columbia Rd., Ste 13-A	Augusta	GA	30907	706-922-3601	8/4/2014

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	Janie & Kale McMillan	1628 Union St.	Brunswick	GA	31520	912-275-7445	7/13/2020
	Deonna & Tony Barfield	319 W. General Scrven Way, Ste 109	Hinesville	GA	31313	912-332-1554	1/31/2022
Hawaii	Paul & Sherry Dziuban	1600 Kapiolani Blvd, Suite 212	Honolulu	HI	96814	808-944-0422	11/2/2009
	Butch Merideth	970 N. Kalaheo Ave., Suite C-200	Kailua	HI	96734	808-744-0215	3/9/2015
Idaho	Matt Preston	9492 W. Fairview Ave.	Boise	ID	83704	208-888-9962	10/1/2013
	Ene Gaines	500 N. Government Way, Suite 500	Coeur dAlene	ID	83814	208-415-0366	9/19/2011
Illinois	Jerry Best	124 W. Pearl St.	Jerseyville	IL	62052	217-245-9192	3/1/2004
	Beth Roussel	2321 Country Rd.	Belleville	IL	62221	618-234-7640	10/25/1999
	Christine Schouten	2218 Marquette Rd., Suite 108	Peru	IL	61354	815-223-7970	12/31/2003
	Cindy Madson & Denise Trinkka	1100 E. Washington St, Ste 202	Grayslake	IL	60030	847-543-8881	8/6/2001
	Lena Grimm	405 North Morton Ave	Morton	IL	61550	309-263-4600	1/8/2001
	Courtney & Eric Pucel	3077 W. Jefferson St., Ste 318	Joliet	IL	60435	815-725-2050	1/31/2001
	Courtney & Eric Pucel	19624 Governors Hwy, Ste 4	Flossmoor	IL	60422	708-647-6000	12/8/2003
	Fran Glassman	3100 Dundee Rd., Suite 107	Northbrook	IL	60062	847-418-3300	11/6/2000
	Rob Mondl	2585 Sycamore Rd.	DeKalb	IL	60115	815-754-1300	8/10/2009
	Jackie & Michael Melinger	8822 Niles Center Rd., 2nd Floor	Skokie	IL	60077	847-673-1250	4/24/2001
	Jackie & Michael Melinger	2340 S. River Rd., Ste 105	Des Plaines	IL	60018	847-518-1400	3/25/2002
	Jackie & Michael Melinger	2835 N. Sheffield Ave., Ste 407	Chicago	IL	60657	773-463-3500	12/23/2002
	Dan Woodka	241 Commerce Dr., Ste 200	Crystal Lake	IL	60014	847-462-0303	1/8/2001
	Dan Woodka	929 S. Alpine Rd., Unit 202	Rockford	IL	61108	815-229-8810	12/23/2002
	Kelly Hutchison	450 E Higgins Rd., Suite 102	Elk Grove Village	IL	60007	847-690-9825	12/31/2004
	Amy Best	2055 West Iles Ave., Suite H	Springfield	IL	62704	217-547-1300	9/19/2011
	Dar & Brad Dahleen	12416 South Harlem, Suite 100	Palos Heights	IL	60463	708-671-2648	5/8/2000
	Patricia Kennedy	475 W. 55th St., Suite 105	LaGrange	IL	60525	630-835-0600	1/8/1997

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	Patricia Kennedy	475 W. 55th St., Ste 105	LaGrange	IL	60525	708-482-8660	4/15/2002
	Richard & Tia Harrison	6901 W. North Ave., Ste 1F	Oak Park	IL	60302	708-524-9814	4/17/2002
	Eric and Angela Thomas	110 E. Rush Street	Kendalville	IN	46755	260-230-2918	9/16/2023
	Kelly Hutchison	500 East Ogden Ave., Ste 204	Naperville	IL	60563	630-637-3360	9/15/2003
	Kelly Hutchison	606 Riverside Ave Suite C	St. Charles	IL	60174	630-274-5050	9/15/2003
	Ada & Aaron Christopher	1465 41st St., Ste 9	Moline	IL	61265	563-359-0027	12/31/2001
	Karen Stephenson	4736 N. Marine Dr.	Chicago	IL	60640	773-784-4024	4/9/2004
	Karen Stephenson	4736 Marine Dr.	Chicago	IL	60640	773-784-4024	4/1/2010
	Jennifer Hanna	313 N. Marris, Ste 213	Champaign	IL	61821	217-203-2000	5/8/2014
	Nikki Bishop	105 S. Pointe Dr., Ste B	Edwardsville	IL	62025	618-307-9534	9/14/2020
Indiana	Angela & Eric Thomas	3025 N. Grape Rd.	Mishawaka	IN	46545	574-256-1479	5/4/2003
	Angela & Eric Thomas	1450 Magnolia Ave., Ste B	Elkhart	IN	46514	574-875-7777	4/4/2005
	Ben Klipsch	635 Metro Ave.	Evansville	IN	47715	812-471-0050	8/7/2001
	Ben Klipsch	216 W 6th Street, Suite 106	Jasper	IN	47546	812-482-3311	12/31/2010
	Ben Klipsch	631 E. Springhill Dr.	Terre Haute	IN	47802	812-645-9266	11/1/2015
	Duane Sinn	941 E. 86th St, Suite 250	Indianapolis	IN	46240	317-252-4472	9/24/1996
	Duane Sinn	1311 N. Arlington Ave, Ste 210	Indianapolis	IN	46219	317-800-2686	1/8/2018
	Chris & Cheri Irons	976 Mezzanine Dr., Suite A	Lafayette	IN	47905	765-447-8800	11/1/2006
	Chris & Cheri Irons	341 Logan St., Suite L100	Noblesville	IN	46060	317-774-1750	8/1/2008
	Clint & Sandra Haywood	238 E. 90th Dr.	Merrillville	IN	46410	219-793-9023	4/8/2003
	Collette Hofelich	1401 State St.	New Albany	IN	47150	812-948-9770	5/15/2001
	Kevin Neebes	2789 Maplecrest Rd., Suite B	Fort Wayne	IN	46815	260-485-2424	10/4/1999
	Ben Klipsch	1355 W. Bloomfield Rd., Suite	Bloomington	IN	47403	812-961-2222	11/4/2002
	Joe Wrin	3414 W. Fox Ridge Ln.	Muncie	IN	47304	765-643-5200	6/4/2007

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	Ben Klipsch	4053 South Webster Street	Kokomo	IN	46902	765-453-2885	12/31/2008
	Mike Bunnell	633 Library Park Dr., Suite G	Greenwood	IN	46142	317-888-4300	6/5/2006
	Liz Wagner	2611 Waterfront Pkwy E Dr., Ste 305	Indianapolis	IN	46214	317-248-9299	5/8/2006
	Aaron Linden / Paul Meade	513 Pine Lake Ave.	LaPorte	IN	46350	219-326-1082	9/1/2015
Iowa	Anne & Troy Peters	7017 Hickman Rd.	Urbandale	IA	50322	515-221-0866	1/22/1996
	Anne & Troy Peters	7017 Hickman Rd.	Urbandale	IA	50322	515-221-0866	1/22/1996
	Candy & Kevin Diercks	1844 W. Ridgeway Ave,	Waterloo	IA	50701	319-269-9531	1/8/2007
	Karen Huber	373 Collins Rd. NE, Suite 101	Cedar Rapids	IA	52402	319-247-0400	1/25/2000
	Buck Stark	1700 S. 1st Ave., Suite 25E – Eastdale Plaza	Iowa City	IA	52240	319-358-2340	1/25/2000
	Tim & Clare Connelly	149 W. Broadway St.	Council Bluffs	IA	51503	712-256-4479	11/13/1995
	Bob & Janet Baumgart	215 N. Warrior Ln. Suite B	Waukee	IA	50263	515-978-7991	12/23/2002
	Jonna & Jeff Wisnieski	119 W. 2nd St., N.	Newton	IA	50208	641-792-1800	11/2/2009
	Theresa Comer	1608 Okoboji Ave.	Milford	IA	51351	712-338-6150	7/11/2005
	Ada & Aaron Christopher	1977 Spruce Hills Dr.	Bettendorf	IA	52722	563-359-0027	12/31/2001
	Bob & Janet Baumgart	2774 University Ave., Suite D	Dubuque	IA	52001	563-585-1409	8/7/2000
	Bob & Janet Baumgart	103 E 6th St Suite 104	Ames	IA	50010	515-233-3539	
Kansas	Shailender Dhanasree	9331 W. 87th St.	Overland Park	KS	66212	913-962-6500	6/19/2000
	Shailender Dhanasree	9331 W. 87th St.	Overland Park	KS	66212	913-962-6500	6/19/2000
	Gail Shaheed	2900 SW Wanamaker Dr., Suite 109	Topeka	KS	66614	785-272-6101	4/15/2005
	Michael & Ewelina Steinberg	1919 N. Amidon Ave., Suite 310	Wichita	KS	67203	316-612-7541	6/7/2011
	Todd & Cindy Miller	1515 North Lorraine, Suite C	Hutchinson	KS	67501	620-662-5556	9/20/2004
Kentucky	Drew Pozatek / Joel Bohn	4101 Taylorsville Rd., Ste 200	Louisville	KY	40220	502-515-9515	5/3/1999
	Steve Nooyen	1861 Westen St., Suite A	Bowling Green	KY	42104	270-842-7540	5/18/2002
	Eric Schuermann	224 Grandview Dr., Suite 100	Fort Mitchell	KY	41017	859-282-8682	7/12/1999

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	Drew Pozatek / Steve Joel Bohn	4115 Dixie Hwy, Ste B	Louisville	KY	40216	502-448-1511	5/15/2001
	Steve Nooyen	150 Kings Daughters Dr.	Frankfort	KY	40601	502-352-7272	1/9/2006
	Rich Berube	207 E. Reynolds Rd., Suite 150	Lexington	KY	40517	859-273-0085	3/29/2000
	Kunal Khlyani	2065 E. Parrish Ave Suite 300	Owensboro	KY	42303	270-689-2300	6/7/2010
	Kunal Khlyani	3429 Lone Oak Rd., Ste 5B	Paducah	KY	42001	270-558-0301	5/1/2019
	Kunal Khlyani	4537 Ft. Campbell Blvd., Ste 102	Hopkinsville	KY	42240	270-874-4868	7/16/2021
Louisiana	Carol Vick	312 Guilbeau Rd., Suite 4A	Lafayette	LA	70506	337-295-7990	2/13/2001
	Vince & Kasandra Potito	4129 Parliament Dr.	Alexandria	LA	71301	318-443-5574	1/23/2012
	David & Jessica Ditch	400 Iberia St., Suite B	New Iberia	LA	70562	337-364-0034	5/20/2002
	George Cestia	622 E. College St.	Lake Charles	LA	70607	337-480-0023	3/24/2003
	Greg Locke	7600 Fern Avenue Bldg 400	Shreveport	LA	71105	318-741-9898	2/13/2001
	Matt Cohn	307 W. Minnesota Park Rd., Suite 2	Hammond	LA	70403	985-345-3115	9/1/2005
	Len & Evelyn Snyder	602 Robert Blvd.	Slidell	LA	70458	985-726-2668	9/8/2003
	Lisa Rabito	3330 W. Esplanade Ave., Ste 200	Metairie	LA	70002	504-455-4911	5/9/2000
	Matthew R. Cohn	5055 S. Sherwood Forrest Blvd.	Baton Rouge	LA	70816	225-819-8338	9/17/2001
Maine	Amy & Tom Giovannani	85 Main Street	Kennebunk	ME	04043	207-985-8550	5/5/2003
	William Jenks	502 Main Street	Gorham	ME	04038	207-839-0441	9/13/2000
	Cheryl Sheasby	442 Pleasant Street	Blue Hill	ME	04614	207-374-2333	5/5/2014
Maryland	Brice & Candace Irwin	221 South Main Street, Suite 200	Bel Air	MD	21014	410-420-7950	5/8/2000
	Ben & Jena Marchi	8626 Brooks Drive, Unit 202	Easton	MD	21601	410-822-1230	8/1/2004
	Don & Corrie Boger	10031 Old Ocean City Blvd., Suite 101	Berlin	MD	21811	410-641-0901	12/31/2011
	Satyam Singh & Sangeeta Singh	250 Englar Rd Suite 11	Westminster	MD	21157	443-918-3100	12/1/2023
	Irfan Ahmed	8221 Ritchie Highway, Suite 303	Pasadena	MD	21122	410-349-7700	8/24/1998
	Irfan Ahmed	8221 Ritchie Highway, Suite 303	Pasadena	MD	21122	410-461-7700	7/10/1999

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	Tyler Tuggle	8601 LaSalle Road, Suite 100	Towson	MD	21286	410-337-8910	10/30/1998
	Tyler Tuggle	8601 LaSalle Road, Suite 100	Towson	MD	21286	410-337-8910	7/24/1996
	Brad & Chris Snively	614 W. Patrick St.	Frederick	MD	21701	301-846-9922	3/13/2006
	Imran Ahmed	2439 Linden Lane	Silver Spring	MD	20910	301-588-9710	11/17/1997
	Imran Ahmed	1441 L St NW, Ste 1102	Washington	DC	20005	301-588-9710	12/23/1997
Massachusetts	Todd Anderson	427 Washington St.	Norwell	MA	02061	781-878-2994	1/6/2003
	Julie Ann & Art Cormier	440 Totten Pond Rd., Suite 300	Waltham	MA	02451	617-229-7962	9/10/2001
	David Wert	6 Beacon St., Suite 525	Boston	MA	02108	617-557-4600	3/5/2007
	Debbie Nichols	555 Pleasant St, Unit 104	Attleboro	MA	02703	508-222-0800	4/25/2005
	Donna & Stephen Smith	66 Wendell Ave.	Pittsfield	MA	01201	413-442-0907	1/8/2001
	Terry O'Neill	139 Billerica Road, Unit A2	Chelmsford	MA	01824	978-256-5950	5/8/2000
	Joe Bazzinotti	125 Route 6A	Sandwich	MA	02563	508-778-8613	2/2/1998
	Art & Julie Cormier	5 Militia Drive	Lexington	MA	02421	781-402-0060	10/23/2001
	Ankur Rustgi	386 W. Main St., Suite 14	Northborough	MA	01532	508-393-8338	1/22/1997
	Ankur Rustgi	209 W. Central St , Suite 210	Natick	MA	01760	508-647-3773	12/29/1997
	Cait Hampson / Kathleen Hampson	231 Sutton St, Suite 2H	North Andover	MA	01845	978-725-5995	11/29/1999
	Cait Hampson / Kathleen Hampson	5 Essex Green Dr., Ste 33	Peabody	MA	01960	978-969-0571	11/29/1999
	Willie & Suhai Sanders	31 Schoosett St., Suite 504	Pembroke	MA	02359	781-924-5694	11/5/2012
	Bill Mishkin	One Nelson Terrace, Suite D	Melrose	MA	02176	781-662-2273	2/24/2003
	Richard & Lauren Langevin	634 State Rd., Unit A1	North Dartmouth	MA	02747	508-984-7900	5/7/2007
	Val Uzoma	12 Carnegie Row	Norwood	MA	2062	781-352-4660	9/8/2008
Michigan	Vincent Altruda	6151 28th St. SE, Suite 8	Grand Rapids	MI	49546	616-988-7878	1/9/2006
	Barb Beilfuss	2944 Fuller Ave NE, Suite 201	Grand Rapids	MI	49505	616-988-5155	5/8/2006
	Seth & Hannah Michael	16013 Middlebelt Road	Livonia	MI	48154	734-525-5300	5/20/2002

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	Greg Jagst	2160 S. Huron Pkwy, Suite 4	Ann Arbor	MI	48104	734-971-9023	3/18/1999
	Bert Copple / Seth Michael	51432 Van Dyke Ave.	Shelby Township	MI	48316	586-992-0100	11/3/2003
	Glenna Yaroch	20100 Mack Ave., Suite 2	Grosse Pointe Woods	MI	48236	313-647-9682	7/9/2007
	Glenna Yaroch	5758 Cooley Lake Rd.	Waterford	MI	48327	248-886-7300	11/5/2001
	Sue & Ben Myers	109 Legato Dr.	Walled Lake	MI	48390	866-472-0530	2/6/2004
	Stephanie & Bert Copple, Jr.	725 S. Adams, Suite L-196	Birmingham	MI	48009	248-203-2273	8/2/1999
	Wynn Esterline	2610 E. Michigan Avenue	Jackson	MI	49202	517-788-7997	10/9/2000
Minnesota	Nick Weber	4445 West 77th St., Suite 121	Edina	MN	55435	952-929-5695	3/24/1997
	Jason Crane	1883 Station Parkway NW, Suite B100	Andover	MN	55304	763-792-0041	2/27/2002
	Jason Crane	406 Great Oaks Dr.	Waite Park	MN	56387	320-258-3055	4/30/2003
	Deb & Michael Cranny	108 S. 6th St.	Brainerd	MN	56401	218-824-0077	12/31/2004
	John Stuck	9684 63rd Ave. North	Maple Grove	MN	55369	763-544-5988	8/23/1999
	James Pitzner	750 S. Plaza Dr., Suite 209	Mendota Heights	MN	55120	651-747-8720	9/23/1997
	James Pitzner	2480 White Bear Ave.	St. Paul	MN	55109	651-747-8722	1/6/1997
	Mary Andrews	315 East Central Entrance #3	Duluth	MN	55811	218-727-8810	4/15/2004
	Sarah & John Pacchetti	304 6th Street SW	Rochester	MN	55902	507-285-1700	5/23/2003
	Sarah & John Pacchetti	1059 Madison Ave.	Mankato	MN	56001	507-550-1395	3/25/2011
	Vitaly Salo	1601 Hwy 13E, Suite 108	Burnsville	MN	55337	952-882-9300	6/16/2003
	Kim & Josh Ice	130 E. Lincoln Ave.	Fergus Falls	MN	56537	218-332-8770	11/15/2021
Mississippi	Darrell Doane	428 N. Lamar Blvd., Suite 111	Oxford	MS	38655	662-238-3340	2/1/2007
	Melissa & Gregg Wilkinson	1716 Government St., Suite C	Ocean Springs	MS	39564	228-818-6110	2/10/2003
	Chuck Hiers	807 Monroe St.	Clinton	MS	39056	601-926-1181	7/23/2001
	Anna & Bob Edenfield	208 S. Main St.	Petal	MS	39465	601-261-2114	7/11/2005
	Charrisa & Ben Shirley	4808 Great River Dr., Suite C	Meridian	MS	39305	601-527-7506	1/23/2017

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Missouri	Dave Banark	1520 Business Loop 70 West	Columbia	MO	65202	573-442-4333	2/17/1998
	Shailender Dhanasree	9331 W. 87th St.	Overland Park	KS	66212	913-962-6500	11/5/2003
	Kristine Wright & Michelle Brunell	233 Southeast Main Street	Lee's Summit	MO	64063	816-554-6166	4/9/2004
	Beth Roussel / Aimee Moreland	8147 Delmar, Suite 215	St. Louis	MO	63130	314-862-4663	3/30/1996
	Chris Blaine	705 W. Battlefield Rd., Ste 110	Springfield	MO	65807	417-227-9977	12/5/1995
	Steve & Cathi Boos	42 S. Main Street	Liberty	MO	64068	816-792-8077	7/11/2005
	Adam Bokker	1821 E. 4th Street, Suite B	Joplin	MO	64801	417-625-1868	7/18/2011
	Kerri & Brian Brunell	1525 N. 7 Highway, Suite 103	Pleasant Hill	MO	64080	816-540-2499	9/10/2012
	Brent Hoffart	1009 W. Saint Maartens Dr., Ste B	St. Joseph	MO	64506	816-259-5252	9/12/2016
	Debbie Walkenhorst	1615 Heritage Hills Dr.	Washington	MO	63090	636-900-9110	11/6/2017
Montana	Greg Henderson	2825 Stockyard Rd., Ste J4	Missoula	MT	59808	406-523-9909	12/31/2003
	Ruth Ann & Tony Marchi	1001 W. Oak St.	Bozeman	MT	59715	406-922-5060	1/17/2011
Nebraska	John Hudnall	748 E. Military Ave.	Fremont	NE	68025	402-753-2078	10/1/2005
	Andrea Trautman	1800 W. Pasewalk Ave., Suite A	Norfolk	NE	68701	402-379-8225	11/10/1998
	Colleen & Dale Schendt	1420 W. 2nd St.	Hastings	NE	68901	402-462-8500	12/31/2013
	Andy & Brittney Gorman	1400 Dahlberg Dr., Suite E	Lincoln	NE	68512	402-423-8119	4/5/1995
	Tim & Clare Connelly	114 E. 1st St., Ste 109	Papillion	NE	68046	402-292-6611	11/13/1995
	Lindsey & Tyler Clabaugh	313 Court St.	Beatrice	NE	68310	402-228-2080	1/19/2005
	Steve & Mary Jo Chatelain	1007 N. Jeffers St.	North Platte	NE	69101	308-532-3960	1/22/2001
	Lea Anne Strain	1821 1st Avenue	Scottsbluff	NE	69361	308-635-2900	9/11/2000
Nevada	Bonnie Reppert	2340 Paseo Del Prado, Suite D112	Las Vegas	NV	89102	702-796-6393	4/3/1996
	Allan Ward	205 Redfield Pkwy, Suite 204	Reno	NV	89509	775-336-5333	4/25/2005
	Allan Ward	444 W. Washington St.	Carson City	NV	89703	775-283-0333	2/15/2011
	Martin & Natalie Depain	9890 S Maryland Pkwy Suite 260	Las Vegas	NV	89183	702-843-1421	1/1/2023

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New Hampshire	Lisa & Ed Ganem	70 Temple St.	Nashua	NH	03060	603-816-6000	9/13/2002
	Lisa & Ed Ganem	10 Vaughn Mall, Suite 209, 2nd Floor	Portsmouth	NH	03801	603-433-5959	10/15/2003
	Ben Noble	100A Middle Street	Manchester	NH	03101	603-668-6868	9/19/2005
	Peter & Cynthia Eichling	16 Depot St.	Wolfeboro	NH	03894	603-569-7733	8/3/2015
New Jersey	Andrea Sussman	109 Main St., Suite 3	Succasunna	NJ	07876	973-970-9250	4/3/2000
	Urvashi & Ajay Mishra	1086 Teaneck Rd., Suite 2-I	Teaneck	NJ	07666	201-833-1175	12/31/2010
	Bob Schweidel	100 Davidson Ave., Suite 105	Somerset	NJ	08873	732-271-5100	2/21/2005
	Evelyn Queen-Baron	150 Morris Ave.	Springfield	NJ	07081	973-379-4910	6/24/1999
	Mudit Mathur	1307 White Horse Rd., Ste 603	Voorhees	NJ	08043	856-985-6367	11/6/2001
	Mudit Mathur	1307 White Horse Rd., Ste 603	Voorhees	NJ	08043	856-985-6367	2/15/2006
	John & Sangeeta Appel	112 Woodland Ave., Suite 201	Somers Point	NJ	08244	609-927-0203	3/5/2007
	Danny Gutkind	256 Belvidere Ave., Ste A	Washington	NJ	07882	908-835-1400	4/3/2000
	Jodi & Howard Goldberg	200 B Kings Way West	Sewell	NJ	08080	856-845-1311	11/6/2006
	Kunwar Singh	3635 Quakerbridge Rd, Ste 15	Hightstown	NJ	08619	609-448-7555	9/13/2000
	Andrew DeChiaro	25 Main St.	Eatontown	NJ	07724	732-542-9004	2/16/1998
	Steve Noon	1970 Swarthmore Ave., Suite 2	Lakewood	NJ	08701	732-901-5500	8/9/2004
	Steve Noon	1970 Swarthmore Ave., Suite 2	Lakewood	NJ	08701	732-901-5500	7/15/2006
	Dave D'Alliessi	1 Memorial Dr., Suite 1	Waretown	NJ	08758	609-607-1900	3/3/2008
New Mexico	Chico Marquez	404 Kiva Court, Suite C	Santa Fe	NM	87505	505-471-2777	7/2/1997
	Mary Martinez	585 Osuna Road NE, Suite F	Albuquerque	NM	87113	505-227-8358	10/21/1996
	Buffy Johnson	605 N. Water St.	Las Cruces	NM	88001	575-522-7133	9/11/1996
New York	Jamie & Darin Hecht	77 Tarrytown Rd.	White Plains	NY	10607	914-997-0400	5/10/2004
	Jamie & Darin Hecht	77 Tarrytown Rd.	White Plains	NY	10607	914-302-7181	5/10/2004
	Chris & Vesna Parks	15 Fishers Rd., Suite 110	Pittsford	NY	14534	585-218-5200	3/1/2004

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	Christian Steiner	400 E. 56th St., Professional Wing, Suite 2	New York	NY	10022	212-614-8057	8/22/2002
	Christian Steiner	400 E. 56th St., Professional Wing, Suite 2	New York	NY	10022	212-614-8057	6/9/2003
	Denise Mughetti, Ann Marie Conaty & Teresa Holler	53 Chenango St., Suite 401	Binghamton	NY	13901	607-723-3600	9/3/2002
	Eric & Lisa Wiedemann	4140 Sheridan Dr., Suite 5	Williamsville	NY	14221	716-630-0657	11/1/2004
	Kathryn and Michael Carpenter	67-12 Yellowstone Blvd., Ste A6	Forest Hills	NY	11375	718-520-9009	1/23/2012
	Jackie Reiter	84 New Dorp Plaza, Ste 209	Staten Island	NY	10306	718-477-1266	9/7/2001
	Jamie & Maria Lavin	900 Wheeler Rd., Suite 240	Happauge	NY	11788	631-724-2273	5/5/2008
	Jim Hurley	650 Franklin St., Suite 301	Schenectady	NY	12305	518-300-4477	3/14/2000
	Mark & Nicole Labib	19 Merrick Ave., Ste 201	Merrick	NY	11566	516-826-6307	6/30/1998
	Mark & Nicole Labib	19 Merrick Ave, Ste 201	Merrick	NY	11566	516-826-6307	1/2/2001
	Darin & Jamie Hecht	250 W. Nyack Rd., Suite 220	West Nyack	NY	10994	845-353-6000	3/10/2002
	Greg Altfest	157 Walt Whitman Rd.	Huntington Station	NY	11746	631-421-3655	4/9/2004
	Nancy Sal Santora	2 South St., Suite 309	Auburn	NY	13021	315-237-6918	10/13/2008
	Nelson Carpenter	12 Mountain Ledge Drive, Suite 3	Gansevoort	NY	12831	518-580-1042	9/11/2000
	Sherwin & Marcia Johnson	2350 Ocean Avenue, Lower Level	Brooklyn	NY	11229	718-891-4663	6/16/2003
	Mary Joy Lipari	97 Canal Landing Blvd., Suite 9	Rochester	NY	14626	585-663-4620	2/9/2004
	Jim Hurley	1 Rapp Rd., Ste B	Albany	NY	12203	518-437-0014	9/28/1998
	Leslie Russo	148 E. Montauk Hwy, Suite 2	Hampton Bays	NY	11946	631-594-3470	8/10/2009
	Gair & Tom Adams	6443 Ridings Rd., Suite 123	Syracuse	NY	13206	315-438-3169	1/23/2012
	Ben Adams	840 Hanshaw Rd.	Ithaca	NY	14850	607-319-0075	11/4/2019
	Alex Conaty	231 W. Water St., Ste 206	Elmira	NY	14901	607-215-4471	1/13/2020
North Carolina	Bonnie & David Thommarson	2726 Croasdaile Dr., Suite 203	Durham	NC	27705	919-479-4600	4/28/1997
	Creighton & Tracey Gibson	117 North Center Street	Statesville	NC	28677	704-924-9909	10/14/2002
	Patty & Lee Aiken	4615 Dundas Dr., Suite 101	Greensboro	NC	27407	336-294-0081	2/28/2000

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	Patty & Lee Aiken	4615 Dundas Dr., Suite 101	Greensboro	NC	27407	336-294-0081	2/28/2000
	Dona & Roy Goforth	3518 Old Redbud Dr., Suite 1	Gastonia	NC	28056	704-864-5500	3/7/2005
	Stephen Lair	928 S. Main St.	Burlington	NC	27215	336-227-8800	11/1/2004
	Jim & Trena Lonon / Chris Lonon	310 W. Franklin St., Suite 107	Monroe	NC	28112	704-296-5070	2/7/2005
	John Posey	164 Wind Chime Ct.	Raleigh	NC	27615	919-676-2273	4/28/1997
	John Hawk	801 Clanton Rd., Ste 10	Charlotte	NC	28217	704-344-0801	1/25/2000
	John Hawk	801 Clanton Rd., Ste 110	Charlotte	NC	28217	704-892-6888	1/25/2000
	Bob & Kathryn McCarthy	555 Executive Place	Fayetteville	NC	28305	910-484-7200	7/10/2006
	Michael Goodman	315 C Street	N. Wilkesboro	NC	28659	336-838-4040	5/8/2006
	Stephen Lair	1289 Fordham Blvd., Suite E5	Chapel Hill	NC	27514	919-933-3300	9/1/2005
	Denise & George Bustos	126 S. Spruce St.	Winston-Salem	NC	27101	336-760-8001	8/5/2002
	Amir Ghodoussi	2505 S. 17th St., Suite 110	Wilmington	NC	28401	910-342-0455	2/20/2002
	Sid Jay	940 Lee Ann Dr.	Concord	NC	28025	704-788-3399	12/16/2002
	Sid Jay and Shanna Jay Howard	206 E. Center St.	Lexington	NC	27292	336-249-1011	6/1/2008
	John & Joan Coffey	27 1st Ave NE, Ste 205	Hickory	NC	28601	828-256-0184	5/8/2006
	John Coffey	1550 Hendersonville Rd., Ste 206	Asheville	NC	28803	828-274-4406	2/17/1997
	Lee Norris & JD Bobbit	3601 Trent Rd., Suite 4	New Bern	NC	28562	252-633-3283	1/23/2012
	Van Lankford	711 W. Independence Blvd.	Mount Airy	NC	27030	336-789-4472	6/1/2012
	Amir Ghodoussi	25 Union School Rd NW	Shallotte	NC	28469	910-790-0002	4/1/2018
	Bob & Kathryn McCarthy	293 Olmsted Blvd., Ste 11-1	Pinehurst	NC	28374	910-484-7220	5/1/2019
	Catrice Morris	1327 N. Brightleaf Blvd., Ste F	Smithfield	NC	27577	919-756-6029	7/1/2020
North Dakota	Sheena & Drew Sando	505 N Broadway, Suite 204	Fargo	ND	58102	701-478-1010	8/11/2003
	Erin Sorensen	34 Main St. W.	Hazen	ND	58545	701-748-9953	4/16/2020
	Annie Brown and Laura Dillman	880 27th Ave SE	Killdeer	ND	58640	701-764-4663	

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Ohio	Carol Hitchcock	5437 Mahoning Ave., Suite 22	Austintown	OH	44515	330-729-1233	4/23/2001
	Carol Hitchcock	5437 Mahoning Ave., Suite 22	Austintown	OH	44515	330-544-1544	3/7/2005
	Valerie Kay	205 SE Catawba Rd., Suite H	Port Clinton	OH	43452	419-734-5050	1/9/2006
	Tim Vasconcellos	9563 Montgomery Rd., Ste 203	Cincinnati	OH	45242	513-333-0563	1/25/1999
	Jane Ripberger	3985 Race Rd., Ste 12	Cincinnati	OH	45211	513-333-7180	3/22/2000
	David & Brenda Roediger	7977 Washington Woods Dr.	Dayton	OH	45459	937-434-3900	9/8/2003
	Erica Blosser & Betty Phillips	110 King St.	Lancaster	OH	43130	740-654-4250	9/19/2011
	Geoffrey Moore	26777 Lorain Rd., Suite 406	North Olmsted	OH	44070	440-734-7441	11/9/1998
	Geoffrey Moore	12000 Snow Rd., Suite #7	Parma	OH	44130	440-888-3809	3/24/2000
	Drew Pozatek / Joel Bohn	5168 Cedar Village Dr.	Mason	OH	45040	513-701-3141	5/4/1999
	Drew Pozatek / Joel Bohn	5168 Cedar Village Dr.	Mason	OH	45040	513-701-3141	9/22/2003
	Betty Phillips	169 E. Livingston Ave.	Columbus	OH	43215	614-849-0200	2/24/2003
	Karin Kollar	35590 Center Ridge Rd., Suite 101	North Ridgeville	OH	44039	440-353-3080	1/7/2008
	Amy Huddleston	1718 Columbus Rd.	Granville	OH	43023	740-321-3330	11/1/2004
	Dana Kortokrax	1142-44 W. North St.	Lima	OH	45805	419-222-8109	2/2/1998
	Dana Kortokrax	1244 Ridgewood Dr., Unit 3	Bowling Green	OH	43402	419-352-6563	2/5/2002
	Amy & Klay Huddleston	3220 Riverside Dr., Suite C-4	Columbus	OH	43221	614-486-6643	6/25/1996
	Amy & Klay Huddleston	570 N. State St.	Westerville	OH	43082	740-363-5720	6/25/1996
	Pam Myers	700 Ghent Rd., Ste 300	Fairlawn	OH	44333	330-334-4664	7/9/1997
	Pam Myers	One Park Centre, Suite 102	Wadsworth	OH	44281	330-769-4410	3/21/2000
	Tonya Fusko	805 N. Main St. - Rear	North Canton	OH	44720	330-305-9500	2/13/2006
	Stephen Deitchman	7650 First Pl., Suite H, Bldg. B	Oakwood Village	OH	44146	440-914-1400	1/8/1996
	Stephen Deitchman	8751 Brecksville Rd., Suite 70	Brecksville	OH	44141	440-838-0719	9/17/1998
	Stephen Deitchman	30539 Pinetree Rd., Ste 228	Pepper Pike	OH	44124	216-229-1667	9/17/1998

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	Lisa Rozanski	2631 W. Central Ave.	Toledo	OH	43606	419-472-8181	2/28/2000
	Therese Zdesar	7334 Center Street	Mentor	OH	44060	440-729-5888	2/12/2001
	Therese Zdesar	705 Oakwood, Suite 107	Ravenna	OH	44266	330-995-1522	4/7/2003
	Tim Vasconcellos	400 Technecenter Dr., Suite 406	Milford	OH	45150	513-576-1250	8/14/2006
	Pedro Alejandro Gonzalez	211 Kenbrook Dr., Suite 3	Vadalia	OH	45377	937-410-0710	9/15/2014
	John & Libby Chapman	100 Lillian Gish Blvd., Suite 203	Massillon	OH	44647	330-809-6444	1/19/2015
Oklahoma	Andrew Garrean	4148 E. 51st Street	Tulsa	OK	74135	918-384-0980	7/20/2001
	Jeff Delancy	222 E. Eufaula St., Suite 220	Norman	OK	73069	405-310-2756	8/14/2006
	Paul & Ashley Fry	3844 N. MacArthur Blvd.	Warr Acres	OK	73122	405-521-1963	5/3/1999
	Paul & Ashley Fry	3844 N. MacArthur Blvd.	Warr Acres	OK	73122	405-521-1963	6/1/2005
	Michael Boyd	202 S. Cedar St., Ste D	Owasso	OK	74055	539-208-8010	3/15/2021
Oregon	Jonathan Mack	296 SW Columbia St., Suite C	Bend	OR	97702	541-330-6400	9/1/2000
	Bobbi Boles & Patti Saunders	2015 25th Street SE	Salem	OR	97302	503-361-5477	9/11/1996
	Corey Donovan	1575 E. McAndrews Rd.	Medford	OR	97504	541-734-2700	3/24/2003
	Cole Mack	1400 NE 48th Ave., Suite 107	Hillsboro	OR	97124	503-530-1527	8/8/2005
	Kristi & Todd Barth	8625 SW Cascade Ave., Ste 420	Beaverton	OR	97008	503-747-4663	1/8/2001
	Matt Preston & CJ Johnson	9640 SW Sunshine Ct., Ste 400	Beaverton	OR	97005	503-926-4634	1/25/2016
	Preston & Aimee Roth	10415 SE Start St., Ste A	Portland	OR	97216	503-278-5489	2/16/2001
	Preston & Aimee Roth	10415 SE Stark St., Ste A	Portland	OR	97216	503-335-0626	9/10/1999
	Preston & Aimee Roth	1800 Blankenship Rd., Ste 252	West Linn	OR	97068	503-652-4357	12/31/2008
	Mike & Vickie Pemberton	122 Ferry St.	Albany	OR	97321	541-791-7092	7/8/2019
	Kari & Rhyan Smith	1217 Cooper Point Rd SW, Ste 8	Olympia	WA	98502	360-570-0049	1/8/2007
Pennsylvania	Stephen Levin and Charlea Grieco	1015 Chestnut St. Suite 1102	Philadelphia	PA	19107	215-517-8000	7/14/2008
	Lauren & Gary McDonough	506 North State St.	Clarks Summit	PA	18411	570-586-2983	10/8/2002

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	Lauren & Gary McDonough	2885 Rt 611, Ste 1	Tannersville	PA	18372	570-629-3800	7/15/2009
	Dianne & Bob Cunningham	3816 W. Lake Rd.	Erie	PA	16505	814-464-9200	4/12/2002
	Karla Kay	5002 Lenker Street, Suite 101	Mechanicsburg	PA	17050	717-731-9984	8/24/1998
	Karla Kay	14 Deatrick Dr.	Gettysburg	PA	17325	717-398-2565	9/14/2009
	Bill Rice	5891 Easton Rd.	Plumsteadville	PA	18949	215-766-1617	1/19/2004
	Doug Hevner	1544 Carlisle Rd.	York	PA	17408	717-741-9999	6/2/2003
	Chris Waldman	1032 Washington Blvd	Williamsport	PA	17701	570=244=2224	5/22/2023
	Denise Hildenbrand	507 Germantown Pike	Lafayette Hill	PA	19444	610-941-9242	2/24/2003
	Jay Maria	269 Bennett Street	Luzerne	PA	18709	570-714-4260	4/14/2003
	John Gibbel	1532 Lititz Pike	Lancaster	PA	17601	717-207-0755	1/1/2009
	John Gibbel	1532 Lititz Pike	Lancaster	PA	17601	717-207-0755	2/21/2005
	James Arnold	600 N. Jackson St., Suite 200	Media	PA	19063	610-565-8901	4/14/2003
	Joe & Christine DeLauter	130 Buffalo Rd., Suite 105	Lewisburg	PA	17837	570-522-6533	4/1/2005
	JoAnn & Frank Speicher/Jen Moyer	2213 Quarry Dr., Suite 102	West Lawn	PA	19609	610-372-2500	4/14/2004
	David Baron	5549 Old William Penn Hwy, Ste 300	Export	PA	15632	724-374-5370	2/28/2000
	David Baron	491 E. Bruceton Rd.	Pleasant Hills	PA	15236	412-205-3345	11/1/2002
	Mike James	3675 Vartan Way, Suite 202	Harrisburg	PA	17110	717-540-5201	4/18/2005
	John & Libby Chapman	1500 Oxford Dr., Suite 10	Bethel Park	PA	15102	412-595-7554	3/15/1999
	James Arnold	100 Fleet St. Suite 102	Pittsburg	PA	15221	412-595-7554	11/1/2005
	Marie & Greg Hanks	2747 MacArthur Rd.	Whitehall	PA	18052	610-770-7773	2/16/1998
	Brendan Kenny	22410 Perry Highway, Unit 410-F	Zelienople	PA	16063	724-452-6691	10/11/2004
	Michael Neupauer	412 Beaver St.	Wampum	PA	16157	724-535-6101	2/21/2005
	James Arnold	21 Yost Blvd Suite 400	Pittsburgh	PA	15221	412-646-1257	8/9/2004
	Phil McFadden	7 North Five Points Rd.	West Chester	PA	19380	610-431-7877	8/16/2002

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	James Arnold	112 N. Lewis Rd.	Royersford	PA	19468	610-935-7900	6/1/2005
	Jyothsna & Prabhakar Kasu	4059 Skippack Pike	Skippack	PA	19474	610-584-8200	10/1/2007
	Ron & Christine Krasnansky	911 Lower Main Street	Saxton	PA	16678	814-238-8820	7/11/2005
	Ron & Christine Krasnansky	2100 E. College Ave., Ste B	State College	PA	16801	814-238-8820	7/9/2002
	Kathi Lenart	661 Allegheny Ave.	Oakmont	PA	15139	412-517-8337	1/10/2000
	Michael Schwartz	2043 Horseshoe Pike	Annville	PA	17003	717-832-2222	2/4/2008
	Jennifer & Matt Soria	2508 Schoenersville Rd.	Bethlehem	PA	18017	610-868-7333	12/1/2009
	Steve Levin	1015 Chestnut St., Ste 1102	Philadelphia	PA	19107	215-925-4610	8/11/2003
	Mindy Sheehan	1923 Plank Rd.	Duncansville	PA	16635	814-693-2911	6/5/2000
	Reed & Kate Kovalan	100 Fleet Street Suite 102	Pittsburgh	PA	15220	412-595-7554	7/24/2001
	Steve Ajmeri	2 Neshaminy Interplex, Ste 100	Trevose	PA	19053	215-943-7700	6/5/200
	Matt Lenart	659 Pittsburgh Rd.	Uniontown	PA	15401	724-438-3262	9/15/2014
	Lisa Bailey	16343 Conneaut Lake Rd., Suite 2	Meadville	PA	16335	814-332-0053	5/4/2015
	Diane Moss	7833 Germantown Ave, 1st Floor	Philadelphia	PA	19118	215-359-1116	1/23/2017
	Amy & Joe Holler	2173 MacDade Blvd., Ste G/J	Holmes	PA	19043	267-551-4700	9/9/2019
Rhode Island	Cris Dersidan	100 Jefferson Blvd.	Warwick	RI	02888	401-214-2470	3/25/1997
	Cris Dersidan	7291 Post Road	North Kingstown	RI	02852	401-667-2923	6/22/1998
	Cris Dersidan	100 Jefferson Blvd., Ste 310	Warwick	RI	02888	401-214-2470	8/16/1999
South Carolina	Roy & Dona Goforth	4186 Old York Road	Rock Hill	SC	29732	803-817-1901	4/18/2005
	Brad & Samantha Wolfe	9367 Two Notch Rd., Suite C1	Columbia	SC	29223	803-736-4242	2/22/1999
	Kelly Williams	11746 Hwy 17 Bypass	Murrells Inlet	SC	29576	843-357-9777	7/18/2001
	Melody & Shannon Carithers /David Hinson	11 Gamecock Ave., Suite 1105	Charleston	SC	29407	843-571-3000	2/23/1999
	Melody & Shannon Carithers / David Hinson	11 Gamecock Ave., Suite 1105	Charleston	SC	29407	843-571-3000	2/23/1999
	Malorie & David Hill	29 Plantation Park Dr., Ste 111	Bluffton	SC	29910	843-842-3372	7/13/1999

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	Sandi Martin	3505 Pelham Rd., Suite D	Greenville	SC	29615	864-242-2228	5/16/2000
	Wriston Marshburn	716 East Greenville St.	Anderson	SC	29625	864-642-6780	5/4/2009
	Sandra & E.P. Martin	1409 W.O. Exell Blvd.	Spartanburg	SC	29301	864-699-9525	1/23/2012
	Matt Carden	115 Bountyland Rd., Suite B	Seneca	SC	29672	864-888-2929	2/15/2012
South Dakota	Tana Slykhuis & Tom Catron	200 E. 5th Ave., Suite 3	Mitchell	SD	57301	605-996-0503	1/21/2002
	Dale Weber	5421 W. 41st St., Suite 208	Sioux Falls	SD	57106	605-299-4626	2/19/2007
	Larry Cushing	2525 Paramount Dr Suite 200	Spearfish	SD	57783	605-559-0368	5/5/2014
	Thomas Catron & Tana Byrd	211 E. Havens Avenue	Mitchell	SD	57301	605-996=0503	12/15/2023
Tennessee	Steve Nooyen	2803 B Foster Ave., Suite 200	Nashville	TN	37210	615-831-2358	7/14/1998
	Steve Nooyen	1276 Lewisburg Pike, Suite C	Franklin	TN	37064	615-591-4663	7/14/1998
	Bryson & Linda McQuiston	196 Cheyenne Dr.	Jackson	TN	38305	731-984-7062	2/4/2008
	Matt Noll	318 High Street	Maryville	TN	37804	423-745-8232	8/9/2004
	Cindy Hammontree, Amy Hull & Beth Leibowitz	4635 Chambliss Ave.	Knoxville	TN	37919	865-523-1300	3/26/1997
	Darrell Doane	999 Reddoch Cove	Memphis	TN	38119	901-682-8600	11/19/1996
	David Gardenhire	7104 Bonny Oaks Dr., Suite 14	Chattanooga	TN	37421	423-893-9993	9/17/1997
	Maggie Lea & Rob Brown	155 Legends Dr., Unit O	Lebanon	TN	37087	615-553-4297	8/10/2009
	Martin Smith / Rob & Shelley Brown	708 E. 10th Street	Cookeville	TN	38501	931-526-1127	9/20/2004
	Jessie Schewe	603 NW Atlantic St.	Tulahoma	TN	37388	931-454-2202	11/9/2008
	Richard Regen	1114 Sunset Dr., Suite 3	Johnson City	TN	37604	423-753-5111	3/22/1999
	Erica Newman	724D W. Center St.	Kingsport	TN	37660	423-247-0116	3/22/1999
	Brad Ottens	6032 W. Andrew Johnson Hwy	Talbott	TN	37877	423-587-5800	6/11/2002
	Steve Nooyen	1100 Ted Crozier Blvd., Suite D	Clarksville	TN	37043	931-648-7800	2/1/2007
	Steve Nooyen	756 Rivergate Pkwy	Goodlettsville	TN	37072	615-859-2380	2/1/2018
Texas	Angela & Gary Freeman	103 W. Red Oak Rd.	Red Oak	TX	75154	972-576-1100	6/7/2010

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	Casey & Lance Summey	511 N. Hewitt Dr., Suite 3	Hewitt	TX	76643	254-666-7300	8/6/2007
	Herbert Anderson and Angela Ravein Anderson	18842 S. Memorial Drive Suite 202	Humble	TX	77338	832=777-6204	11/13/2023
	Buffy & Tim Dungan	1109 S. Sam Rayburn Fwy, Ste 200	Sherman	TX	75090	903-893-1100	8/14/2006
	Jeremy & Sylvia Farber	910 Gruene Rd., Bldg 5A	New Braunfels	TX	78130	830-624-8380	7/24/2001
	Christi & Bryce Florence	13105 NW Freeway, Suite 103	Houston	TX	77040	281-440-5160	10/15/1999
	Charlie Holder	3199 Dowlen Rd., Ste B	Beaumont	TX	77706	409-892-7494	2/5/1998
	Ranya Issa	326 Cooper Street, Suite A2	Cedar Hill	TX	75104	972-709-8888	5/14/1999
	Chris Lerch	4466 Lockhill Selma, Suite 101	San Antonio	TX	78249	210-614-1132	9/10/1997
	Chris Lerch	4466 Lockhill Selma, Suite 101	San Antonio	TX	78249	210-614-1132	12/13/2022
	Chris Lerch	4466 Lockhill Selma, Suite 101	San Antonio	TX	78249	210-614-1132	12/13/2022
	Ibrahim Abousawan	11201 Richmond Ave., Suite	Houston	TX	77082	832-379-4700	1/12/1999
	Chris Lerch	4466 Lockhill Selma, Suite 101	San Antonio	TX	78249	210-614-1132	12/13/2022
	Chris Lerch	4466 Lockhill Selma, Suite 101	San Antonio	TX	78249	210-614-1132	12/15/2022
	Gregory Gomez Mira	8313 Southwest Freeway, Suite A110	Houston	TX	77074	713-774-2215	12/31/2003
	Stephan Lair	1901 Greenfield Plaza	Bryan	TX	77802	979-268-6880	12/18/2001
	Dillon Ricse	1217 W. Slaughter Ln., Ste 130	Austin	TX	78748	512-347-9207	4/7/2003
	Tyson Murphy	2851 Joe DiMaggio Blvd., Unit #8	Round Rock	TX	78665	512-374-1414	1/31/2001
	Eric Gassman	1410 S. Third St., Suite C	Mabank	TX	75147	903-880-5025	11/29/1999
	Gianna Loftis	2100 Justin Rd., Suite 201	Highland Village	TX	75077	877-591-7822	1/7/2008
	Sam El-Tayssoun & Tania Shaheen	14200 Gulf Freeway, Suite 222	Houston	TX	77034	281-763-2564	4/15/2002
	Jeremy Farber	206 S. Saunders St., Ste 101	Boerne	TX	78006	830-249-4988	3/7/2005
	Temi & John Charrier	580 S. Denton Tap Rd., Ste 280	Coppell	TX	75019	972-243-6100	10/22/2001
	Mechelle & David Minter	2656 S. Loop West, Suite 565	Houston	TX	77054	713-403-2273	3/7/2005
	Ellen & Travis Trant	705 S. Vine Ave.	Tyler	TX	757401	903-258-9061	7/18/2011

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	Nancy Oppenheimer-Marks	12850 Spurling Dr., Ste 100	Dallas	TX	75230	972-239-3934	2/22/1999
	Todd Felker	908 Audelia Rd., Ste 200-254	Richardson	TX	75081	469-916-9202	4/23/1999
	Todd Felker	520 Central Pkwy E, Ste 200	Plano	TX	75074	972-744-9898	8/1/2002
	Jacque & Ken Kirkpatrick	5151 Flynn Parkway, Suite 307	Corpus Christi	TX	78411	361-814-3331	10/25/1999
	Judy Salcido	111 Rhodes St.	Conroe	TX	77301	936-441-3223	8/8/2005
	Stephanie Dodson	1010 Slide Rd.	Lubbock	TX	79416	806-281-4663	8/11/2003
	William Shensky	3001 W. Illinois Ave., Suite 3B1	Midland	TX	79701	432-689-4663	8/16/2010
	Brandy Firebaugh	3513 SW HK Dodgen Loop, Ste 203	Temple	TX	76502	254-771-0041	7/18/2011
	Dillon Rice / Pietro Jordao	104 Regency Ave.	Victoria	TX	77904	361-433-0330	2/25/2013
	Ari & Eric Denson	983 Whitehead Dr., Suite 102	Granbury	TX	76048	682-205-3366	2/24/2014
	David Corkran	1900 Country Club Dr., Ste 150	Mansfield	TX	76063	817-427-3262	12/3/1999
	Adam Worthen	4833 Bryant Irvin Ct., Ste 100	Benbrook	TX	76107	817-427-3241	2002
	Tiffany Plott	424 Keller Pkwy, Suite 200	Keller	TX	76248	817-427-5555	1/1/2015
	Brandy & Samuel Patton	120 Paragon Ln, Ste 218	El Paso	TX	79912	915-584-5678	8/3/2015
	Adam Worthen	8101 Boat Club Rd., Ste 318	Fort Worth	TX	76179	682-708-3455	5/14/2018
	Monica Monasmith	1800 Mormon Mill Rd, Ste A6	Marble Falls	TX	78654	512-234-4050	1/8/2018
	Acacia Abshire	441 Lone Star Dr.	Abilene	TX	79602	325-670-9610	8/11/1998
Utah	Danette Arnell	5005 S 900 E, Ste 120	Salt Lake City	UT	84117	801-266-9444	1/27/1997
	Danette Arnell	655 Medical Dr., Ste 101	Bountiful	UT	84010	385-399-7240	12/15/1995
	Dave Parke	8822 S. Redwood Rd., Suite S-102	West Jordan	UT	84088	801-542-0405	9/13/2010
	Craig King	321 N. Mall Dr., Ste Q101	St. George	UT	84790	435-688-7406	10/11/2004
	JR Cazier	3507 N. University Ave., Ste 300	Provo	UT	84604	801-899-4183	5/4/2015
Vermont	Ann & Tim LaBeau	3038 Shelburne Rd.	Shelburne	VT	5482	802-860-4663	2/24/2003
Virginia	Betsy & Chris Head	6349 Peters Creek Rd.	Roanoke	VA	24019	540-966-3399	2/13/2001

State	Owners	Address	City	ST	Zip	Phone	Date Opened
	Betsy & Chris Head	2085 Langhorne Rd.	Lynchburg	VA	24501	434-385-0321	6/11/2003
	Jack & Jacqueline St.Clair	209 Old Waterford Rd NW, 2nd Floor	Leesburg	VA	20176	703-464-1268	7/28/2003
	Debbie Witt	125 Arrowhead Trail, Suite A	Christiansburg	VA	24073	540-260-3160	3/13/2006
	Hollie Bradley	739 Thimble Shoals Blvd., Ste 1002-A	Newport News	VA	23606	757-886-1230	8/7/2002
	Jack & Jacqueline St.Clair	9309 Center St., Ste 104	Manassas	VA	20110	703-530-1360	10/9/2006
	Jason Sager	7058 Columbia Pike	Annandale	VA	22003	703-750-6644	1/16/2006
	Jeanne McCusker	400 10th St. NE	Charlottesville	VA	22902	434-227-4726	11/3/2003
	Keith Clay	1400 Amherst St.	Winchester	VA	22601	540-722-8750	8/9/2001
	Larry & Nell Neal	2000 Hillpoint Blvd North	Suffolk	VA	23434	757-774-5051	3/11/2009
	Laura Bousman	751 Independence Circle, Suite 204	Virginia Beach	VA	23455	757-631-7744	5/5/2003
	Laura Bousman	1021 Eden Way North, Suite 121	Chesapeake	VA	23320	757-819-7668	4/1/2005
	Pam Boles	11 Green Hills Dr., Suite 5	Verona	VA	24482	540-213-7800	7/24/2001
	Carin Sears / Steve Sears / Stanley Dubiel	103 W. Broad St., Suite 602	Falls Church	VA	22046	703-533-7368	7/28/2003
	Roberta & Karl Karch	107 Olde Greenwich Dr., Suite 101	Fredericksburg	VA	22408	540-899-1422	9/23/2005
	Roberta & Karl Karch	1300 Sunset Ln., Suite 3220	Culpeper	VA	22701	540-825-7180	1/1/2009
	Paul Goggins	2565 Homeview Drive	Richmond	VA	23294	804-527-1100	8/19/1997
	Paul Goggins	1263 Tappahanock Blvd.	Tappahanock	VA	22560	804-443-4885	10/28/2008
Washington	Amy Benson	1501 Parker Way, Suite 106	Mount Vernon	WA	98273	360-982-2461	9/18/2009
	Todd O'Neil	840 Callahan Dr., Suite C	Bremerton	WA	98310	360-782-4663	10/10/2005
	Julie Williams	9120 NE Vancouver Mall Loop, Suite 240	Vancouver	WA	98662	360-253-6028	12/8/2003
	Erik Hanson	1616 W. Wellesley Ave. Suite A	Spokane	WA	99205	509-835-5898	7/9/2000
	Lizzie & Todd O'Neil	101 E. 26th St., Ste 100	Tacoma	WA	98421	253-943-1603	9/1/1999
	Erik Hanson	1616 W. Wellesley Ave., Suite A	Spokane	WA	99205	509-835-5898	7/9/2000
	Trevor & Kelcey Albertsen	3221 Eastlake Ave. East, Ste 120	Seattle	WA	98102	206-622-4663	12/7/1998

State	Owners	Address	City	ST	Zip	Phone	Date Opened
	Trevor & Kelcey Albertsen	3221 Eastlake Ave. East, Suite 120	Seattle	WA	98102	206-622-4663	4/4/2002
	Kathleen & Isaac Schmidt	203 S. 4th Ave.	Sequim	WA	98382	360-681-2511	7/10/2006
	Jennifer & Main Ng	2821 Northup Way, Ste 225	Bellevue	WA	98004	425-454-9744	7/10/1996
	Roy & Paula Wu	8113 W. Quinault Ave., Ste 100	Kennewick	WA	99336	509-591-0019	5/5/2014
	Laura Cen & Gus Vanderkolk	909 SE Everett Mall Way, Ste 210	Everett	WA	98208	425-458-2366	5/1/2018
	Bruce & Kristen Anderson	6405 218th St. SW, Ste 308	Mountlake Terrace	WA	98043	425-697-6060	1/8/2018
	Scott Moir	720 South 320 Street Suite G	Federal Way	WA	98003	253-517-3550	7/8/2019
West Virginia	Keith Clay	1288 Winchester Ave.	Martinsburg	WV	25401	304-263-4472	11/1/2010
	Matt Lenart	25 Granville Sq, Ste 106	Morgantown	WV	26505	304-906-4333	5/1/2019
Wisconsin	Steve Nooyen	2616 Lathrop Ave.	Racine	WI	53405	262-598-0290	2/18/2002
	David & Michelle Kyhn	100 S. Main St., Ste G01	Oconomowoc	WI	53066	262-436-4663	9/13/2000
	David & Michelle Kyhn	9875 S. Franklin Dr., Suite 200	Franklin	WI	53132	414-281-2273	10/5/1999
	Melody & Herb Beighley/Bret Beighley	353 N. 121st St.	Milwaukee	WI	53226	414-259-9820	2/4/2000
	Mindy Ochs	340 Midland Rd., Ste 130	Janesville	WI	53546	608-314-9241	9/9/2005
	Steve Nooyen	3020 E. College Ave., Suite L	Appleton	WI	54915	920-997-0118	12/15/1997
	Steve Nooyen	901 Anderson Dr.	Green Bay	WI	54304	920-965-1600	1/22/1997
	Steve Nooyen	7849 Highway 60 Trunk	Cedarburg	WI	53012	262-546-0226	4/19/2001
	Steve Nooyen	3426 Mill Rd.	Sheboygan	WI	53083	920-803-0188	10/26/1998
	Steve Nooyen	1574 W. Broadway, Ste 101	Madison	WI	53713	608-663-2646	9/27/2000
	Steve Nooyen	801 Main St.	Eau Claire	WI	54701	715-941-4717	10/1/2020
	Megan Bredeson	1708 N. Spring St.	Beaver Dam	WI	53916	920-219-9832	6/16/2005
	Sam Adams	4923 60th St., Ste 4	Kenosha	WI	53144	262-947-4030	11/16/2020
	Steve Nooyen	1820 Post Rd., Ste 1	Plover	WI	54467	715-972-1090	1/5/2022
Wyoming	Bob & Sherry Maguire	307 E. 18th Street	Cheyenne	WY	82001	307-778-6644	2/13/2006

EXHIBIT G

LIST OF FRANCHISEES WHO TRANSFERRED, TERMINATED, NOT RENEWED OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS OR WHO HAVE NOT COMMUNICATED WITH US IN THE PAST 10 WEEKS FROM THE DATE OF ISSUANCE OF THIS FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G

LIST OF FRANCHISEES WHO TRANSFERRED, TERMINATED, NOT RENEWED OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS OR WHO HAVE NOT COMMUNICATED WITH US IN THE PAST 10 WEEKS FROM THE DATE OF ISSUANCE OF THIS FRANCHISE DISCLOSURE DOCUMENT

As of December 31, 2023, the following is a compilation of the names, city, state and phone numbers of every franchisee who has had a franchise transferred, terminated, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during 2023 or who has not communicated with Home Instead, Inc. within 10 weeks of the issuance date:

TRANSFERS – STILL FRANCHISEES

Territory	Name	City	State	Zip Code	Telephone Number
Pittsburgh, PA	Robert and Katherine Kovalan	Pittsburgh	PA	15221	719-534-0908

TRANSFERS – NO LONGER FRANCHISEES

Territory	Name	City	State	Zip Code	Telephone Number
San Diego, CA	Alyssa Ferguson	Decatur	AL	35603	(256) 797-3513
Rapid City, SD	Clinton and Laura Dyer	Sturgis	SD	57785	(605) 415-6755
Forest Hill, NY	Beverly Silver and Ilan David	Parkside	NY	11375	(516) 567-3070
Bogart, GA	Daniel and Sharon Hedgepeth	Bogart	GA	30622	(706) 983-1092
Vadalia, OH	Lori Reeves	Brookville	OH	45309	937-410-0710
Overland Park, KS	Sheldon and Julie L. Schelling	Edwardsville	KS	66111	913-962-6500
Duncanville, TX	Brian and Sandy Allen	Cedar Hill	TX	75104	972-709-8888
Ellicott City/Arnold	Stephanie and Nicholas Konstan	Pasadena	MD	21122	410-349-2320
Owensboro, KY/Paducah, KY/Jackson, TN	Stephen and Kimberly Bryson	Philpot	KY	42366	731-984-7062
Austin, TX	Jerohn and Tasha Gorman	Austin	TX	78754	(512) 347-9207
Santa Barbara, CA	Mac and Susan Johnson	Santa Barbara	CA	93101	805-560-6995

Territory	Name	City	State	Zip Code	Telephone Number
Naperville/St Charles, IL	Roger Carr	Downers Grove	IL	60515	(630) 667-7453
Tolland, CT	Jane Downing	Fiskdale	MA	01518	860-896-5295
Morton, IL	Lincoln and Dana Hobson	Morton	IL	61550	(309) 256-7620
Seattle, WA	Kristi Larson	Bainbridge Island	WA	98110	(206) 601-9441
Massillon, OH	Robert F. and Diana L. Engelhardt	Massillon	OH	44646	(330) 236-9359
Provo, UT	Lana Wilson	South Jordan	UT	84095	(801) 870-7272
Winnetka, CA	Karen Daniels	West Hills	CA	91307	(818) 378-6953
Winnetka, CA	Paul Daniels	West Hills	CA	91307	(818) 378-6953
Seattle, WA	Caleb and Elisabeth N. Andonian	Gig Harbor	WA	98003	(253) 509-4814
Edina, MN	Cher Kuechle	Corcoran	MN	55435	(612) 203-8899
Oakwood Village, OH Pepperpike, OH Brecksville, OH	Scott and Jeannie Radcliff	Huntersville	NC	28078	(440) 759-0708
Frederick, MD	Bradley M. and Christina Snively	Mt Airy	MD	21771	(410) 382-6958
Fort Worth, TX	Parker B. K. Rew	Wahoo	NE	68066	(402) 689-8553
Fort Worth, TX	Sandra and Martin B. Rew	Bellevue	TX	76228	(817) 617-9999
Ashville NC	Steven Coleman	Asheville	NC	28803	(828) 713-2961
Downey CA	Leslie Cabral	Cypress	CA	90630	(562) 401-0010
Boene, TX	Joan Preslar	Boerne	TX	78005	719-210-8076
Boene, TX	Ken Preslar	Boene	TX	78005	719-210-8076
Kokomo IN	Kim and Gary Clouser	Brownsburg	IN	46112	765-860-5675
Philadelphia, PA	Pat Marquis	Spring City	PA	19475	267-254-3199
Fort Worth, TX	Sandy & Marty Rew	Bellevue	TX	76228	817-617-9999

TERMINATIONS

None.

VOLUNTARILY CEASED TO DO BUSINESS

Territory	Name	Address	City	Zip Code	Telephone Number
Peru, IL	Christine Schouten	2507 Prospect Street	Peru	IL	(815) 228-1373
Woodland CA	Thomas Suharik	18095 Mallard Street	Woodland, CA	95695	(530) 304-0175
Springfield, MA	Suzanne McElroy	10 Ledgewood Dr.	Sunderland, MA	01375	413-388-3618
Towson, MD	Tyler Tuggle	10112 Dickens Ave	Bethesda, MD	20814	(913) 338-4411
State College, PA Saxton, PA	Ron and Chrissy Krasnansky	887 Walnut Spring Ln	State College, PA	16801	(814) 280-3274
Mankato MN	John Pacchetti	930 8th Ave SW	Rochester, MN	55902	(507) 398-6204
Flossmoor, IL	Eric and Courtney Pucel	371 Edgewater Drive	Morris, IL	60450	

EXHIBIT H

STANDARD FORM
DEPOSIT AGREEMENT

EXHIBIT H

STANDARD FORM DEPOSIT AGREEMENT

Date: _____, 202____

Dear _____:

This will acknowledge receipt by Home Instead, Inc. of the amount of \$27,000 (the "Fee"), from _____ ("Applicant"), in connection with the Applicant's intention to enter into a Franchise Agreement with the Home Instead, Inc. under which Applicant would open and operate a Home Instead Franchised Business within a Protected Area described as follows: _____. While Applicant is being considered as a potential franchisee, Home Instead, Inc. will take the Protected Area off the market. Home Instead, Inc. will use the Fee to defray in part expenses incurred by Home Instead, Inc. in reviewing and processing Applicant's request to become a franchisee of the Home Instead franchise network.

Refund of Deposit

Applicant's request to become a franchisee is subject to the discretionary approval of Home Instead, Inc. Applicant may withdraw its request to be considered as a franchisee at any time within 90 days from the date of this Deposit Agreement, provided Applicant notifies the Home Instead, Inc. in writing that it wishes to withdraw its request to be considered as a franchisee, unless Home Instead, Inc. and Applicant have signed a Franchise Agreement prior to Applicant's notice to Home Instead, Inc. In the event Applicant has notified Home Instead, Inc. of its intent to withdraw its request within 90 days from the date of this Agreement and prior to signing a Franchise Agreement, Home Instead, Inc. will refund the Fee to Applicant less \$2,700, which shall be retained by Home Instead, Inc. for its expenses in considering the application of the Applicant and in consideration of lost opportunity.

At any time prior to Home Instead, Inc.'s execution of the Franchise Agreement, Home Instead, Inc. has the sole and absolute right to deny Applicant's request to become a franchisee. In the event Home Instead, Inc. disapproves franchisee's request to become a franchisee, Home Instead, Inc. will refund the entire deposit Fee in the amount of \$27,000.

In the event Applicant is approved as a franchisee, and Applicant has not previously requested a withdrawal of its request for approval, then Applicant shall sign the Franchise Agreement between Home Instead, Inc. and Applicant.

Home Instead, Inc. and Applicant agree that if Home Instead, Inc. and Applicant execute a Franchise Agreement granting Applicant the right to establish a Home Instead Franchised Business within the Protected Area within 120 days of the date of this Deposit Agreement, Applicant shall be entitled to a credit in the amount of the Fee against any Initial Franchise Fee due under such Franchise Agreement.

Please return the counter-signed original of this letter to the Home Instead, Inc., along with the Fee, to indicate your agreement with the terms of this Deposit Agreement.

Sincerely,

Name:

Title:

Agreed to this _____ day of _____, 20____

APPLICANT:

By: _____

Name: _____

Title: _____

EXHIBIT I

JOINT SERVICE
AGREEMENT

Home Instead Joint Service Agreement

This Home Instead Joint Service Agreement (“**Agreement**”) is made as of _____ (“**Effective Date**”), by and between _____ (“**Honor**”) a Delaware Corporation and _____ (“**Franchisee**”) and _____ (“**Guarantor**”), as Guarantor of the franchise agreement between Franchisee and Home Instead, Inc. (“**HII**”).

RECITALS

A. HII and Franchisee executed the following franchise agreement(s) pursuant to which HII granted Franchisee the right to operate Home Instead® business within a defined geographic area (the “**Exclusive Area**”), as described and defined in the Franchise Agreement:

Franchise Agreement dated _____, with respect to Franchised Business # _____.

Each such franchise agreement is referred to in this Agreement as the “**Franchise Agreement.**” This Agreement shall apply to all Franchise Agreements and franchises listed above.

B. The business operated pursuant to each Franchise Agreement is referred to herein as a franchised business (“**Franchised Business**”). Capitalized terms used but not defined herein have the meaning set forth in the Franchise Agreement.

C. Honor, an HII affiliate, and Franchisee would like to improve opportunities for the Franchised Business by collaborating to jointly offer home care service, leveraging each party’s expertise (the “**Joint Service**”), and by providing Franchisee access to Honor’s proprietary care management system (the “**Care Platform**”).

D. This Agreement supplements the Franchise Agreement. In accordance with the Franchise Agreement, Franchisee must comply with the designated Home Instead Operations Manual (“**Franchise Operations Manual**”) which provides mandatory and suggested specifications, standards and operating procedures, which has been supplemented to reflect the relationship established by this Agreement (the “**Care Platform Operations Manual**”).

AGREEMENT

1. **Responsibilities of the Parties.** The parties will each be responsible for their respective Joint Service activities as listed below. The parties will perform their obligations in accordance with the Franchise Agreement and the Care Platform Operations Manual.
 - a. **Franchisee obligations.** Franchisee will continue to be responsible for providing client outreach and awareness, performing in-home consultations and supervisory visits, completing all client onboarding processes, reassessments, and providing ongoing client management, all in accordance with the Care Platform

Operations Manual.

- b. **Honor obligations.** Honor will provide partner access to the “Owner Portal” of its care management platform. Honor will be responsible for recruitment, onboarding, training and employing all caregivers (“**Care Pros**”), providing care management, and client billing and collection, all in accordance with the Care Platform Operations Manual.
- c. **License.** Honor hereby grants to Franchisee a non-exclusive, non transferable, and royalty-free right and license (the “**Honor License**”) to use Honor’s trademarks, trade names and logotypes only in connection with the promotion and advertising of the Joint Service in accordance with guidelines in the Care Platform Operations Manual. Franchisee will not acquire any right, title or interest under the laws of any nation in such trademarks, trade names or logotypes of Honor other than Honor License and will not attempt to assert or register any such right, title or interest. The Honor License will terminate with the termination of this Agreement.

2. **Start of Joint Service.**

- a. Honor and Franchisee will jointly determine the date on which Franchisee will start offering the Joint Service to new clients and the date by which each existing Franchisee client will commence using the Joint Service, provided that, unless otherwise agreed to by Honor, all existing clients will be receiving the Joint Service by [REDACTED] (“**Implementation Completion Date**”). Honor and Franchisee will coordinate to develop a service plan for each existing Franchisee client, which may involve the introduction of the Joint Service to clients on a phased basis.
- b. **Transition of Franchisee Care Providers.** Honor and Franchisee will review together all Franchisee care providers to determine which Franchisee care providers meet Honor’s qualifications and which are closely tied to existing Franchisee clients who will be receiving the Joint Service. Honor and Franchisee will develop a transition plan for each Franchisee care provider that is consistent with the client transition plan. Franchisee will provide Honor with copies of all of the personnel files for transferred care providers as soon as practicable after the Effective Date and will obtain any necessary consent from the care providers.

3. **Coordination of Service.**

- a. **Service Area.** Franchisee will only offer the Joint Service to clients within the Exclusive Area as defined in the Franchise Agreement.
- b. **Exclusivity of Joint Service.** During the term of the Agreement, except as necessary to serve Franchisee pre-existing clients during the implementation period under this Agreement or as provided for in Exhibit B, Franchisee will not provide Approved Services (as defined in the Franchise Agreement) outside of the Joint Service, will exclusively promote and offer Approved Services through the Joint Service, will not otherwise partner with any other business to provide the Approved Services, and will only provide referrals for Approved Services to

the extent they are not eligible for the Joint Service and in accordance with the Franchise Agreement and the Franchise Operations Manual.

- c. **Scope of Service.** Honor and Franchisee agree to adhere to the Honor Care Network Scope of Service policies (the “**Scope of Service**”) as set forth in the Care Platform Operations Manual, which may be changed, modified and/or substituted by Honor and HII from time to time.
- d. **Subcontractors.** Franchisee will not subcontract any of its rights, responsibilities, or obligations under this Agreement that involved direct contact with Joint Service clients or Honor personnel without the written consent of Honor.
- e. **Coordination of Marketing and Service Efforts.**
 - i. **Channel Partners.** From time to time, Honor and HII enter into agreements with health systems, insurers, retirement and continuing care systems, facility networks, and any other “business-to-business” sources (each, a “**Channel Partner**”) to facilitate the provision of home care to customers of the Channel Partners. To ensure a coordinated approach to receiving client referrals from Channel Partners, Franchisee will follow any protocols regarding the receipt of referrals from Channel Partners set forth in the Care Platform Operations Manual.
 - ii. **Third-Party Payors.** Franchisee will not offer the Joint Service to any client that has a third party payor source (e.g. Medicare/Medicaid, VA, etc.) other than long term care insurance (“**LTCI Payor**”) without Honor’s written consent.
- f. **Referral, Payment and Other Agreements.** Franchisee has disclosed to Honor the terms of all care-related written agreements with third parties including, but not limited to, facility staffing contracts, referral relationships, key health systems, and non profits. Franchisee will not enter into any Agreement relating to the provision of the Joint Service other than the standard client agreement in the Owner Portal without Honor’s consent.
- g. **Outreach Coordination.** Franchisee will keep Honor informed of client outreach and onboarding efforts, including providing regular updates on relationships that it is pursuing. The parties agree that no services will be provided under this Agreement that are paid for in whole or in part, by any funding source that prohibits the arrangement between the parties contemplated by this Agreement. Franchisee will not make any recommendations to clients of the Joint Service for any services or products other than the Joint Service for which Franchisee will receive compensation.
- h. **Additional Goods and Services.** Honor may make additional goods and services available to clients of the Joint Service, either directly, through Honor’s proprietary care management platform, or via Honor’s employees, including its caregiver employees.
- i. **Franchisee Services to Joint Service Clients.** Franchisee may provide Approved

Services that are out of scope for the Joint Service to clients of the Joint Service, provided that (a) Franchisee will be solely responsible for contracting, providing, billing and collecting for such services, (b) Franchisee will provide Honor with information about those services that is relevant to the care of the client of the Joint Service (e.g., change in condition, updates to care plan, etc.) and (c) Franchisee's provision of those services shall remain subject to all of the terms and requirements of the Franchise Agreement and the Franchise Agreement Operations Manual, including payment of the Royalty Fee and Marketing Fund contributions.

4. **Financial Terms.** *See Exhibit A for relevant definitions.*

a. **Service Rates and Terms.**

- i. **Client Rates.** Franchisee will determine the rates to charge the Joint Service clients, at Franchisee's discretion. Honor will periodically provide Franchisee with a range of client rate pricing for Franchisee's service area based on Honor's market research, but Franchisee will retain full discretion to determine client rates.
- ii. **Service Terms.** Franchisee will respect any service requirements applicable to the Joint Service set forth in the Owner Portal or the Care Platform Operations Manual, including but not limited to, any conditions or restrictions associated with specific rates, minimum hours, etc. (collectively, the "**Service Terms**").
- iii. **Honor Service Rates.** Honor will be entitled to retain Honor's service rates, which rates will be notified to Franchisee in writing from time to time (the "**Honor Service Rates**"), from Revenue Received as well as the Royalty Fee and the Marketing Fund payment, as described in more detail on Exhibit A.

b. **Changes to Honor Service Rates and Terms.** Honor may initiate updates to the Honor Service Rates and Service Terms from time to time for all Joint Service clients, provided that: (i) Honor will provide Franchisee with at least thirty (30) days' notice of any changes to the Honor Service Rates and Service Terms; and (ii) Honor will not update the Honor Service Rates for a specific rate card item more than two (2) times per twelve (12) month period absent extenuating circumstances that impact the cost of service delivery, including without limitation labor conditions, pandemic, or natural disaster, in which case changes can occur more frequently and the notice period will be reduced to ten (10) days. Honor will update the Owner Portal with the new Honor Service Rates that shall be effective in the first full calendar month after the 30-day notice period.

c. **Payment to Franchisee.** Honor will remit Franchisee's portion of Revenue Received to Franchisee, less the Royalty Fee and Marketing Fund payment, within 30 calendar days after the end of the calendar month to which it relates, as set

forth in Exhibit A.

- d. **Reporting and Review.** Honor will provide Franchisee with the reporting set forth on **Exhibit A**. Honor will maintain complete and accurate books and records reflecting the Revenue Received and deemed uncollectible which Franchisee may have reviewed by a certified public accountant who agrees in writing to confidentiality terms at least as beneficial to Honor as those set forth in Section 9. Such review may occur no more than once per year upon no less than five (5) days' notice to Honor. If the results of any such review establish that Franchisee has been paid less than 98% of the amount actually due in the preceding twelve (12) months, Honor shall pay the cost of the review in addition to any deficiency. If the discrepancy resulting from the review between the amount actually due and the amount paid is less than 2% (the "**Discrepancy**"), Honor shall in good faith pay Franchisee an adjustment in the amount of the Discrepancy, and Franchisee will pay the cost of any review. If the cost of making such payment outweighs the amount of the Discrepancy, such Discrepancy may be added to Franchisee's remittance for the following month.

5. **Term and Termination.**

- a. **Term.** The initial term of this Agreement with respect to each franchise owned by Franchisee will be concurrent with the term of that Franchised Business's Franchise Agreement (the "**Initial Term**"). This Agreement will auto-renew with respect to each franchise owned by Franchisee for consecutive periods concurrent with such Franchised Business's respective Franchise Agreement (each, a "**Renewal Term**"), unless either party gives 90-day written notice prior to the expiration of the Initial Term or any subsequent Renewal Term that it does not wish this Agreement to renew. The Initial Term plus any Renewal Terms are referred to as the "**Term**."
- b. **Termination.**
 - i. **Termination for Cause.** Either party may terminate this Agreement upon at least thirty (30) days' notice of any breach by the other party that is not cured within thirty (30) days following written notice, provided that if a breach is by its nature not capable of being cured within such thirty (30) day period, the non-breaching party may terminate this Agreement on thirty (30) days' written notice. If either party loses its legal ability to provide home care, then either party may terminate this Agreement upon at least ten (10) days' written notice.
 - ii. **Termination of Franchise Agreement.** If during the term of this Agreement, the Franchise Agreement is terminated in accordance with its termination provisions, this Agreement will also terminate with respect to such franchise.
 - iii. **Material Misrepresentations.** If Honor determines during the implementation process that Franchisee made any material

misrepresentation as to its business prior to the Effective Date, Honor shall have the option to terminate this Agreement without penalty to Honor. For avoidance of doubt, a material misrepresentation includes, but is not limited to, the provision to Honor or HII of materially inaccurate books and records, any materially inaccurate financial representation with respect to Franchisee, client or caregiver schedules, client billing rates, caregiver wage rates, and Franchisee policies and service terms, and any materially inaccurate response to a questionnaire or data provided to Honor before and during the implementation process.

- c. **Sale of Franchised Business.** In the event that a franchise is transferred in compliance with a Franchise Agreement while this Agreement is in effect, then this Agreement will also be assigned to the transferee of such franchise, who shall agree to be bound by the terms of this Agreement with respect to such franchise. If not all franchises subject to this Agreement are transferred, then this Agreement shall continue for the non-transferred franchises and the parties shall enter into a new Agreement under these terms for the transferred franchise. Notwithstanding the foregoing, Honor consent shall be required to transfer the Addendum. Franchisee shall provide Honor with at least 30 days' written notice of its intent to transfer the Franchise Agreement and this Agreement. Any transfer of a franchise remains subject to all of the terms of the Franchise Agreement.
- d. **Procedure Following Termination.** Unless prohibited by law, upon delivery of notice of termination of the Agreement for any reason other than a termination by Honor under Section 5 (b) (i) or (iii), the parties will determine a transition date by which all responsibilities for providing service to clients will be transitioned back to Franchisee, and the period prior to that date will be referred to as the "**Termination Transition Period.**" During the Termination Transition Period, (a) the provision of service to any new clients who have not yet begun to receive the Joint Service as of the date of notice of termination will be the responsibility of Franchisee, and Honor will have no responsibility with respect to such clients, and (b) the parties will continue to execute their respective responsibilities for Joint Service clients who had already begun receiving Joint Service prior to the Termination Transition Period, and the financial terms of Section 4 will apply with respect to those Joint Service clients until Franchisee assumes sole responsibility for service for those Joint Service clients. Honor will cooperate fully in transitioning and transferring the Joint Service clients to Franchisee. Honor will also assist Franchisee in employing any care providers who are regularly providing at least 8 hours of care per week to those clients, provided that Franchisee does not encourage those care providers to terminate or reduce their employment with Honor and that both parties make it clear to such caregivers that they may be employed by both parties. During the two (2) year period immediately following the Termination of this Agreement, Franchisee will not solicit any Honor Care Pros who are not associated with Joint Service clients, provide that nothing in this section will prohibit Franchisee from employing Honor Care Pros who respond to general advertisements or job postings not

targeted to Honor Care Pros. Franchisee will cease using all Honor logos and marks upon termination of this Agreement.

6. **Insurance.**

- a. Each party, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as required in the Care Platform Operations Manual.
- b. If such insurance is written on a claims-made form, following termination of this Agreement, coverage shall survive for a period of not less than three (3) years or as many years as is commercially available, whichever is fewer. Coverage shall provide for a retroactive date of placement coinciding with the Effective Date of this Agreement.
- c. Notwithstanding the foregoing, the coverage provided herein shall not in any way limit the liability of either party under this Agreement. Upon written request, each party shall provide the other with certificates showing such insurance to be in force.

7. **Representations and Warranties; Indemnification.**

- a. **Representations and Warranties.** Each party represents and warrants that it is authorized to enter into this Agreement, that it has operated its business in material compliance with all applicable laws and regulations prior to the date of this Agreement and that it will continue to operate in material compliance with all laws and regulations after the date of this Agreement.
- b. **Indemnification.** To the extent permitted by law and not otherwise covered by applicable policies of insurance, each party (the “indemnifying party”) shall defend, indemnify and hold the other party, its officers, employees, and agents (the “indemnified parties”) harmless from and against any and all liability, loss, or damages arising out of any third party claim (“Losses”) attributable to the following:
 - i. With respect to Franchisee’s indemnification obligations:
 - 1. The Franchisee’s business outside of the Joint Service, including services such as hospice, home health, care management, or home care services outside of the Joint Service, including to clients who are also clients of the Joint Service.
 - 2. Franchisee’s provision of services prior to the date that the client becomes a client of the Joint Service.
 - 3. All Losses attributable to Franchisee’s employment, or termination of the employment, of any Franchisee employee or contractor, including persons who subsequently become employees of Honor but only with respect to the obligations and events attributable to

the period and events occurring during Franchisee's employment, including without limitation (i) all claims related to compensation or benefits from Franchisee, including salary, bonuses, commissions, vacation, paid time off, expense reimbursements, severance pay, fringe benefits (including health care), misclassification, stock, stock options, or any other ownership, equity, or profits interests in Franchisee; (ii) all workers compensation obligations and claims attributable to injuries that occurred while such person was an employee of Franchisee (iii) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (v) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990 (as amended), the federal Age Discrimination in Employment Act of 1967 (as amended) (the "ADEA"), and all applicable state labor or discrimination laws.

- ii. Franchisee's breach of this Agreement, including the breach of any of its representations, warranties or covenants; or
 - iii. Any negligence or willful misconduct by Franchisee in performing under this Agreement, including Franchisee's service activities carried on pursuant to the Joint Service as described in Sec. 1(a).
- c. With respect to Honor's indemnification obligations:
- i. Honor's business outside of the Joint Service, including services such as hospice, home health, care management, or home care services outside of the Joint Service, including to clients who are also clients of the Joint Service.
 - ii. Honor's provision of services to any client of the Joint Service prior to the date that the client becomes a client of the Joint Service (i.e., where Honor served the client through another agency or directly)
 - iii. All Losses attributable to employment, or termination of the employment, of any Honor employee or contractor, including labor law-related matters with respect to Honor's employment of any former Franchisee employee, including care providers, and employees hired by Honor, including all Care Pros hereunder, in each case, with respect to such employee's rights as an employee during the time that such employee is an employee of Honor (but excluding claims under 8(b)(1)(iii) relating to such person's employment by Franchisee, e.g., where the person was employed by both Franchisee and Honor prior to the implementation of this Agreement), including without limitation (i) all

claims related to compensation or benefits from Honor, including salary, bonuses, commissions, vacation, paid time off, expense reimbursements, severance pay, fringe benefits (including health care), misclassification, stock, stock options, or any other ownership, equity, or profits interests in Honor; (ii) all workers compensation obligations and claims attributable to injuries that occur while such person is an employee of Honor (iii) all claims by Honor employees for breach of contract, wrongful termination and breach of the implied covenant of good faith and fair dealing; (iv) all tort claims by Honor employees, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990 (as amended), the federal Age Discrimination in Employment Act of 1967 (as amended) (the "ADEA"), and all applicable state labor or discrimination laws.

- iv. Honor's breach of this Agreement, including the breach of any of its representations, warranties or covenants; or
 - v. Any negligence or willful misconduct by Honor in performing under this Agreement, including Honor's service activities carried on pursuant to the Joint Service as described in Sec. 1(b).
- d. Each party's indemnification obligation shall be in proportion to Losses that are caused by, or result from, the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, independent contractors, or employees.
- e. The party seeking indemnification shall provide prompt notice to the indemnifying party of any claim for which it seeks indemnification, and shall allow the indemnifying party to control the defense of such claim, provided that (i) the indemnified party shall have the right to participate in such defense at its own expense, and (ii) if a claim involves proportional liability, the parties shall cooperate in good faith to coordinate the defense of such claim as it relates to each party's liability. For the avoidance of doubt, an indemnified party shall not be entitled to coverage of defense costs, including attorneys fees, as a result of its decision to participate in the defense at its own expense, including any defense costs that are covered by the indemnified party's insurance policy or that would have been covered had the indemnified party maintained a policy in accordance with Section 6.
- f. **Guarantee.** Guarantor unconditionally and irrevocably guarantees (the "**Guarantee**") the obligations of the Franchisee under this Agreement. The Guarantee shall continue in full force and effect and may only be terminated in a writing agreed to by Honor.
- g. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 7, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR

CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCEPT TO THE EXTENT LOSS OF REVENUE OR PROFITS ARE DIRECT DAMAGES), DATA, OR GOODWILL ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Compliance; Licensure and Certification.** Each party shall operate at all times in compliance with applicable federal and state laws and regulations, licensure and accreditation standards, and relevant standards of professional practice related to the provision of the Joint Service as contemplated hereunder.
9. **Confidentiality.** For the avoidance of doubt, this Agreement and the Care Platform shall be subject to Section 6 of the Franchise Agreement, and the Care Platform shall be considered part of the System for the purposes of Section 6 of the Franchise Agreement. Without limiting the foregoing, Franchisee acknowledges that the terms of the Addendum and Franchisee's Service Rates are Confidential Information and may not be disclosed to other franchisees.
10. **General Provisions.**
 - a. **Independent Contractor Relationship.** Each party hereunder is at all times acting and performing its obligations under this Agreement as an independent contractor to the other party. Neither Honor nor Franchisee shall have or exercise any control or direction over the activities of the other. Nothing in this Agreement shall be construed as creating a partnership, joint venture or employment arrangement.
 - b. **Governing Law; Severability.** This Agreement shall be construed under, and governed in accordance with, the laws of the State of Nebraska, without regard to the conflicts of laws principles of Nebraska or any other state. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.
 - c. **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include the plural and vice versa.
 - d. **Exhibits.** All Exhibits, Schedules, Addenda and Attachments hereto (collectively, "**Exhibits**") constitute a material part of this Agreement and are to be construed as incorporated in this Agreement and are made a part hereof.
 - e. **Force Majeure.** Neither party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots,

revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, pandemics or epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

- f. **Assignability.** Neither party may assign any interest or obligation under this Agreement without the other party's prior written consent. Notwithstanding the foregoing, (a) Honor may assign this Agreement to an affiliate or an entity that acquires all or substantially all of the stock or assets of Honor, and (b) Franchisee may assign this Agreement pursuant to Section 5(c) of this Agreement. This Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted assignment in contravention of this Section shall be void.
- g. **Franchise Agreement; Entire Agreement; Amendment.** Except as expressly modified by this Agreement, the Franchise Agreement remains in full force and effect without modification. This Agreement, along with the Franchise Agreement, the Addendum to Home Instead Joint Service Agreement among the parties, and any confidentiality agreement between Franchisee and Honor or its affiliates, constitutes the entire Agreement of the parties hereto and supersedes all prior or contemporaneous agreements, undertakings and understandings of the parties in connection with the subject matter hereof, whether written or oral. This Agreement may be modified or amended only in writing duly signed by both parties.
- h. **Survival.** Any provision of this Agreement creating obligations extending beyond the term of this Agreement shall survive the expiration or termination of this Agreement, regardless of the reason for such termination. Without limiting the foregoing, the following provisions shall survive the termination of this Agreement: Section 5 (Term and Termination); Section 6 (Insurance); Section 7 (Representation and Warranties; Indemnification; Guarantee); Section 8 (Compliance); Section 9 (Confidentiality); and Section 10 (General Provisions).
- i. **No Waiver.** No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party must be in writing and shall apply solely to the specific instance expressly stated.
- j. **Third-Party Beneficiaries.** The parties do not intend to confer and this Agreement shall not be construed to confer any rights or benefits to any person, firm, group, corporation, or entity other than the parties and HII.
- k. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The parties expressly agree that electronic facsimile signatures of the parties are acceptable for the purpose of execution of this Agreement.

- I. **Notices.** All notices hereunder shall be in writing, delivered personally, by email, certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed as follows:

If to Franchisee:

[]

[]

If to Honor:

legal@honorcare.com

13323 California St,

Omaha, NE 68154

If to HII

legal@honorcare.com

13323 California St,

Omaha, NE 68154

[SIGNATURES FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

“Franchisee”:

[]

By:
Print Name:
Title:
Date:

Guarantor

Name:

“Honor”:

By:
Print Name:
Title:
Date:

Home Instead, Inc. hereby acknowledges and agrees that Honor’s withholding of the Royalty Fee and Marketing Fund payment as set forth in Exhibit A shall satisfy Franchisee’s obligation to pay its Royalty Fee and contribute to the Marketing Fund with respect to Gross Sales delivered via the Joint Service.

“Home Instead”:

By:
Print Name:
Title:
Date:

EXHIBIT A: Financial and Service Terms; Reporting

1. Determination of Parties' Payments

- a. Monthly Payment Based on Client Billings. For each calendar month during the term:
 - i. Honor shall retain from Revenue Received (as defined below) (x) the applicable hourly Honor Service Rate for each shift, multiplied by the applicable shift length for each shift in the month; (y) the Royalty Fee; and (z) the Marketing Fund payment.
 - ii. Honor Service Rates will apply regardless of whether a given Joint Service shift is priced to the client at, above, or below the applicable Honor Service Rates.
 - iii. Honor will remit to Franchisee the remaining Revenue Received after retaining the Honor Service Rate, Royalty Fee, and Marketing Fund payment within thirty (30) days following the applicable calendar month (the **"Franchisee Monthly Payment"**). For the avoidance of doubt, Honor's retention of the Royalty Fee and Marketing Fund payment satisfies Franchisee's obligations under the Franchise Agreement between Franchisee and Home Instead, Inc. to contribute to the "Fund" as that term is used in the Franchise Agreement.
- b. Periodic Review of Uncollectible Amounts. Honor will periodically review accounts receivable from Joint Service clients to determine (after consultation with Franchisee) whether the revenue should be deemed uncollectible. Revenue will be deemed uncollectible in accordance with generally accepted accounting principles. If in a given calendar month, Revenue Received for a particular client is deemed uncollectible (the **"Uncollectible Amount"**), and the Uncollectible Amount was distributed to Honor and Franchisee as Revenue Received in a prior month under Section 1(a) above, then in the current calendar month (a) Honor will receive a deduction from the Honor Service Rates payable to Honor for the current month equal to the portion of the Uncollectible Amount that was previously paid to Honor and (b) Franchisee will receive a deduction from Franchisee's payment for the current month equal to the portion of the Uncollectible Amount previously paid to Franchisee. If the Uncollectible Amount is later collected, Honor and Franchisee will each be paid their respective amounts in the next monthly payment. For the avoidance of doubt, through the above reconciliation mechanism, if Revenue Received is deemed uncollectible the result is that neither party receives payments attributable to those amounts.
- c. Carryforward of Outstanding Amounts. If the Revenue Received in any calendar month, after reducing for Uncollectible Amounts and the Marketing Fund, is not sufficient to cover Honor's Service Rate for that month, then any shortfall will be taken into account in the following month's payments.

2. Service Terms

- a. Franchisee must respect the service terms set forth in the Care Platform

Operations Manual (e.g., minimum hours per week, minimum shift length, payor source, etc.).

- b. Each Service Rate is subject to the conditions associated with such Service Rate as set forth in the Owner Portal and Care Platform Operations Manual (e.g, transfer level, couples care, etc.).
- c. Live-in shifts may only be offered for a minimum of 16 hours pay per day outside CA and 24/7 hours of pay in CA, and are subject to consent by Honor.

3. Definitions

- a. **“Revenue Received”** is defined as revenue billed to clients for the Joint Service during a calendar month. Revenue Received does not include (a) any charges to the client for taxes, mileage or other out-of-pocket expenses incurred by Honor in providing the services (e.g., parking, tolls, supplies), or (b) for revenue from any services other than personal assistance services that Honor may offer in the future (e.g., home retrofits, home security, etc.).
- b. **“Marketing Fund”** means the Fund, as that term is defined in the Franchise Agreement between Franchisee and Home Instead, Inc.
- c. **“Royalty Fee”** is the royalty fee set forth in the Franchise Agreement between Franchisee and Home Instead, Inc.

4. **Reporting**

Honor will provide the following reporting to Franchisee, which may be provided via the Owner Portal:

- Honor will provide client and caregiver schedules and other care-related information to Franchisee via Honor’s Owner Portal.
- Franchisee will receive a weekly revenue report
- Franchisee will receive monthly revenue share payment reports including payment details.
- Honor will also hold periodic Joint Service business reviews.

The parties agree that the foregoing is subject to change as Honor continues to make updates to its technology platform and policies.

EXHIBIT B

Franchisee may continue to provide the following services that are not supported by the Care Platform as of the date of this Agreement directly and not through the Joint Services Agreement:

- [None]

In the event that Honor modifies the Care Platform to support these aforementioned services after the date of this Agreement, Franchisee agrees to transition such services to the Care Platform by the date notified by Honor.

Franchisee's provision of these services shall remain subject to all of the terms and requirements of the Franchise Agreement and the Franchise Agreement Operations Manual, including payment of the Royalty Fee and Marketing Fund contributions.

Addendum to Home Instead Joint Service Agreement

This Addendum (the “**Addendum**”) to the Home Instead Joint Service Agreement (“**Agreement**”) is made as of _____ (“**Effective Date**”), by and between _____ (“**Honor**”) a Delaware corporation and _____, (“**Franchisee**”) and _____ (“**Guarantor**”), as Guarantor of the franchise agreement between Franchisee and Home Instead, Inc. (“**HII**”).

RECITAL

A. This Addendum is subject to the terms of the Agreement. In the event of a conflict between the Agreement and this Addendum, this Addendum shall govern.

B. Capitalized terms not defined herein have the meaning set forth in the Agreement.

1. **Retention of Existing Low-Hour Clients.** Notwithstanding anything to the contrary in the Agreement or the Care Platform Operations Manual, Franchisee may transition to the Joint Service any existing clients whose schedules do not meet the minimum hours requirement in the Care Platform Operations Manual, provided that all of the following conditions are met:
 - a. Such clients have a minimum of nine recurring visit hours per week;
 - b. Individual visits are no less than three consecutive hours in duration;
 - c. The visits are regularly scheduled and not ad hoc; and
 - d. As of the Effective date of the agreement, (i) such clients were already clients of Franchisee and (ii) their schedules did not meet the minimums of the Care Platform.
2. **Transition Investment Payment.** Honor will pay franchisee an amount equal to [MARKET ADJUSTED %] of Transitioned ARR, paid as follows: % will be paid no later than 30 days of Implementation Completion Date, % will be paid with the payment for the sixth full calendar month following Implementation Completion Date, and % will be paid in the twelfth full calendar month following Implementation Completion Date. “Transitioned ARR” means Revenue Received during the first full 7-day billing week following the Implementation Completion Date, divided by 7, and multiplied by 365.
3. **Minimum Performance Grace Period.** For a period of 12 months following the Implementation Completion Date, Franchisee shall not be subject to an event of default for failure to meet the minimum monthly hours and revenue requirements of the Franchise Agreement in effect during that 12 month period (including the Franchise Agreement in effect on the Implementation Completion Date and any renewal signed during that time).
4. **No Office Requirement.** So long as the Agreement is in effect the requirement that Franchisee maintain a physical office for the Franchised Business shall be waived.
5. **Guarantee.** Guarantor’s obligations under Section 7(f) of the Agreement extend to this Addendum.
6. **Miscellaneous.** This Addendum supplements the Agreement and shall be subject to all of the terms and conditions of the Agreement, provided that this Addendum may not be

assigned without Honor's consent. A breach of this Addendum shall be considered a breach of the Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Addendum as of the Effective Date.

"Franchisee":

[]

By:

Print Name:

Title:

Date:

Guarantor

Name:

"Honor":

By:

Print Name:

Title:

Date:

"Home Instead":

By:

Print Name:

Title:

Date:

Informational service regions and service rates as of [INSERT DATE]

Below are indicative service regions and service rates as of the date above. **Service rates and the associated regions, terms, and restrictions are subject to change in accordance with the Agreement. For further information, please refer to Service Rates Pricing Documentation.**

Service regions:

Green Zip Codes:

Orange Zip Codes:

Location Add-on Zip Codes:

Zip Codes Outside of Service Area:

Service Rates Pricing Documentation

The Honor Service Rates below are as of the Effective Date and are subject to change in accordance with the Agreement:

Notes:

- Honor Service Rates is defined in section 4 of the Agreement and is exclusive of Royalty Fee and Marketing Fee.
- For more details about client policies and scope of care requirements, please consult the Care Platform Operations Manual.

EXHIBIT J

DISCLOSURE ACKNOWLEDGEMENT AGREEMENT

EXHIBIT J

DISCLOSURE ACKNOWLEDGEMENT AGREEMENT

This Disclosure Acknowledgement Statement may not be signed or used if the franchisee resides within, or if the franchised business will be located within, the State of Maryland.

Home Instead, Inc., through the use of this document, desires to confirm that _____ (“You”) fully understand and comprehend that the purchase of a Home Instead Franchised Business is a business decision, complete with its associated risks, and that it is the company policy of Home Instead, Inc. to verify that you have received certain required documents and that you are not relying upon any unauthorized statements, representations, promises or assurances by any Home Instead, Inc. representative in the purchase of the franchise.

1. You recognize and understand that business risks, which exist in the purchase of any business, make the success or failure of the Franchised Business subject to many variables, including your skills and abilities, the hours you work, competition, interest rates, the economy, government regulations, inflation, labor costs, lease terms, and your marketing and management skills. You acknowledge your willingness to undertake these business risks.

2. You acknowledge receipt of the following documents: (a) Home Instead Franchise Disclosure Document, (b) Home Instead Franchise Agreement, and (c) audited financials of Home Instead, Inc. You acknowledge and agree that you have personally and carefully reviewed each document and have been advised to (i) seek professional assistance, (ii) have professionals review these documents, and (iii) consult with your professional advisors regarding the risks associated with the purchase of a Home Instead Franchised Business.

3. You acknowledge and agree that you were in receipt of the Home Instead, Inc. Franchise Disclosure Document at least fourteen (14) calendar days prior to signing the Franchise Agreement or paying the initial franchise fee.

4. You acknowledge and agree that you were in receipt of the Home Instead, Inc. Franchise Agreement containing all material terms at least seven (7) calendar days prior to signing the Franchise Agreement.

5. You recognize and understand that (a) Home Instead, Inc. may periodically engage an independent third party broker during the franchise sales process; and (b) the brokers are independent contractors. You acknowledge and agree that you have not relied upon any statements of such independent third party broker and/or any representative or agents of such broker in deciding to enter into a Home Instead Franchise Agreement.

6. You agree that you have not received, and that your decision to purchase a Franchised Business is not otherwise predicated upon, either (a) any oral or written representations, assurances, warranties, guarantees or promises made by Home Instead, Inc. or any of its employees or other representatives as to the likelihood of success of the Franchised Business; (b) any information

concerning projected or forecasted sales, profits or earnings; or (c) any information concerning actual or average sales other than what is contained in Item 19 of this Franchise Disclosure Document.

7. You acknowledge and agree that the Fund will not be directed towards any specific franchise territory but will benefit the entire Home Instead network. You further understand that you will pay amounts based on a formula disclosed in Home Instead, Inc.'s Operations Manual and that Fund contributions will be used to offset, among other items, in-house expenses incurred in providing marketing services and administering the Fund.

If you believe that you have received any of the above, please describe these in the space provided below or write "None."

Acknowledged and accepted this _____ day of _____, 20__

YOU:

EXHIBIT K
RELEASES

EXHIBIT K

GENERAL RELEASE

THIS GENERAL RELEASE (the “Release”) is entered into by and among **Home Instead, Inc.**, a Nebraska corporation (hereinafter referred to as “Franchisor”), and **[Entity name]**, a **[State of incorporation or organization] [corporation/limited liability company]** (“Franchisee”), and **[names of shareholders or members]**, individually (“Guarantor(s)”).

WITNESSETH:

WHEREAS, Franchisor and Franchisee are parties to that certain Home Instead Franchise Agreement No. ____ dated _____(the “Franchise Agreement”) granting Franchisee the right to operate a Home Instead business (the “Franchised Business”) within the Exclusive Area or Protected Area described in Exhibit A to the Franchise Agreement; and

WHEREAS, Guarantor(s) is the sole **[shareholder(s)/member(s)]** of Franchisee; and

WHEREAS, Guarantor(s) is the Principal of Franchisee and an individual guarantor of Franchisee’s obligations under the Franchise Agreement; and

[Use the following if Franchisee has sold the franchised business – Option 1:

WHEREAS, Franchisee and Guarantor(s) have entered into a [insert title of sale or transfer agreement] (the “Purchase Agreement”) whereby Franchisee has agreed to transfer unto [Name of Buyer] (the “Buyer”) all rights, privileges and goodwill related to the Franchised Business, subject to the terms and conditions of the Purchase Agreement (the “Transaction”), which include, without limitation, the agreement by [Buyer or Franchisee] to pay Franchisor the required transfer and training fees; and

[Or alternatively, use the following if Guarantor has sold its interest in the Franchisee – Option 2:

WHEREAS, Guarantor has entered into a [insert title of sale or transfer agreement] (the “Purchase Agreement”) with [Name of Buyer] (the “Buyer”) transferring to Buyer all of Guarantor’s ownership interest in Franchisee, subject to the terms and conditions thereof (the “Transaction”); and

WHEREAS, pursuant to the Franchise Agreement, the Transaction requires approval of Franchisor; and

WHEREAS, Franchisor has agreed to approve the Transaction contemplated by the Purchase Agreement on the condition that (a) Guarantor(s), in **[his/her/their]** capacity as a member of Franchisee, the franchisee under the Franchise Agreement, acknowledges that upon closing of the Transaction all rights and obligations under the Franchise Agreement, except those that survive

termination of the Franchise Agreement, shall be terminated as they relate to the Franchisee and Guarantor(s) **[only Guarantors if Option 2]** **[If Option 2: upon closing of the Transaction all rights and obligations under the Franchise Agreement shall be transferred to Buyer]** and (b) Franchisee and Guarantor(s)**[or Guarantor if Option 2]** release Franchisor as provided in this Release.

WHEREAS, Franchisee and Guarantor(s) **[or Guarantor if Option 2]** desires to release Franchisor from certain obligations, claims, rights and privileges which may have accrued or been established between Franchisor and Franchisee and Franchisor and Guarantor(s);

NOW, THEREFORE, in consideration of the premises outlined herein **[and the payment of the required training and transfer fees from Buyer/Franchisee to Franchisor]**, it is hereby agreed:

1. The provisions of the recital paragraphs outlined are hereby incorporated by reference as if set out fully and shall have full force and legal effect.

2. Franchisor agrees to approve the Transaction contemplated by the Purchase Agreement.

3. Franchisee agrees to subordinate any of Franchisee's rights against Buyer to Franchisor's rights against Buyer;

Franchisee and Guarantor(s) **[only Guarantors if Option 2]** on behalf of themselves, their respective predecessors, successors, assigns, affiliates, officers, directors, shareholders, agents, members, managers, owners, representatives, employees and attorneys as applicable ("Related Parties") do hereby RELEASE AND FOREVER DISCHARGE Franchisor and its current and former Related Parties from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation arising prior to the date of this Release including, without restricting this Release, any and all actions, causes of action, claims, demands, damages, costs and expenses directly or indirectly, past, present or future, asserted or unasserted, related to or arising from: (a) the Franchise Agreement and any performance required thereunder; (b) the parties' franchise relationship; (c) the Franchised Business; (d) the approval process and all other transactions related to the Transaction of the Franchised Business; (e) any obligation to buy back or repurchase any franchise unit covered by the Franchise Agreement, or any property owned by either party, whether arising under the Franchise Agreement or otherwise; and (f) any facts, claims or representations of the sale of said Franchise Agreement to Franchisee.

4. This Release shall be binding upon and shall inure to the benefit of all parties hereto, their heirs, executors, administrators, successors, and assigns, and parties hereby agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments and to perform any acts which may be necessary or proper to carry out the purpose of this Release.

5. On the date of the closing of the Purchase Agreement, the Franchise Agreement shall terminate in its entirety, except with respect to those terms and conditions that survive termination

including, but not limited to, the Sections of the Franchise Agreement entitled Licensed Marks, Confidential Information – Covenants, Relationship of the Parties/Indemnification, Post-Termination – Covenants, Enforcement, and Waiver of Damages which shall survive the termination of the Franchise Agreement.

6. This Release sets forth the entire understanding between the parties. No change or modification hereto shall be valid unless made in writing and signed by all parties hereto.

7. The provisions of this Release are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Release is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

8. This Release may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Release.

9. All questions pertaining to the validity, interpretation, or administration of this Release shall be determined in accordance with the laws of the State of Nebraska without regard to its conflict of laws rules. Franchisee and Guarantor(s) agree that venue for any proceeding relating to or arising out of this Release shall be in Douglas County, Nebraska. Franchisee and Guarantor(s) further agree that any action arising out of or related to this Release shall be instituted and maintained only in a state or federal court of general jurisdiction in Douglas County, Nebraska, and each of Franchisee and Guarantor(s) irrevocably submits to the jurisdiction of such courts and waives any objection they may have to either the jurisdiction or venue of the court.

10. Should any action, in law or in equity, be brought by any of the parties hereto against any other party hereto with respect of any right or claim arising under or by reason of this Release, the prevailing party shall be entitled to judgment for all of its reasonable attorneys' fees and court costs incurred with respect to such litigation.

11. The terms hereof are contractual and not mere recitals and they state the entire agreement between the parties.

12. Capitalized terms not specifically defined herein shall have the meanings give to them in the Franchise Agreement.

13. This Release shall be construed as if all the parties jointly prepared it, and any uncertainty or ambiguity shall not on grounds of authorship be interpreted against any party.

14. Franchisee warrants that it is a validly existing **[corporation/limited liability company]** formed under the laws of **[State of incorporation or organization]**; it has held a meeting of the **[shareholders/members]**; and that it has authorized Guarantor(s) to enter into this Release and fully bind Franchisee.

CONTACT INFORMATION

Home Address _____

City/State/Zip _____

Personal Email Address _____

Cell Phone Number _____

IN WITNESS WHEREOF, the parties have executed this Release the day and year first above written.

FRANCHISOR:
HOME INSTEAD, INC.,
a Nebraska corporation

FRANCHISEE:
[ENTITY NAME]

By: Kathleen McKay
Title: Franchise Development Director

By: **[Shareholder/Member Name]**
Title: **[Title of Shareholder/Member]**

GUARANTOR:

[NAME], Guarantor

EXHIBIT K

RELEASE FOR RENEWAL

THIS GENERAL RELEASE (the "Release") is made and entered into this _____ day of _____, 20__, by and between Home Instead, Inc., a Nebraska corporation (hereinafter referred to as "Franchisor"), **[Entity name]** ("Franchisee"), and **[names of shareholders or members]**, individually ("Guarantor(s)").

WHEREAS, Franchisor and Franchisee are parties to that certain Home Instead Franchise Agreement No. __, dated (the "Franchise Agreement"), granting Franchisee the right to operate a Home Instead business (the "Franchised Business") within the Protected Area described in Exhibit A to the Franchise Agreement;

WHEREAS, Guarantor(s) is the Principal of Franchisee and an individual guarantor of Franchisee's obligations under the Franchise Agreement;

WHEREAS, as a condition to renewing the franchise, Franchisee and Guarantor(s) must execute general releases, in form and substance satisfactory to Franchisor, releasing any and all claims against Franchisor and its affiliates, shareholders, members, officers, directors, employees, and agents;

WHEREAS, Franchisee wishes to renew the franchise for an additional term; and

WHEREAS, Franchisee and Guarantor desire to release Franchisor from certain obligations, claims, rights and privileges which may have accrued or been established between Franchisor and Franchisee and Franchisor and Guarantor(s).

NOW, THEREFORE, the parties hereby expressly agree as follows:

1. The provisions of the recital paragraphs outlined above are hereby incorporated by reference as if fully set out herein and shall have full force and legal effect.

2. Franchisee and Guarantor(s) on behalf of themselves their respective predecessors, successors, assigns, affiliates, officers, directors, shareholders, agents, members, managers, owners, representatives, employees and attorneys as applicable ("Related Parties") do hereby RELEASE AND FOREVER DISCHARGE Franchisor and its current and former Related Parties from any and all actions, causes of action, claims, demands, damages, costs, expenses and compensation arising prior to the date of this Release including, without restricting this Release, any and all actions, causes of action, claims, demands, damages, costs and expenses directly or indirectly, past, present, or future, asserted or unasserted, related to or arising from: (a) the Franchise Agreement and any performance required by any party thereunder; (b) any claims or representations made relative to the sale of the Franchise Agreement to Franchisee; (c) the renewal of the Franchise Agreement; and/or (d) federal, state, or local laws, rules, and regulations.

3. This Release shall be binding upon and shall inure to the benefit of all parties hereto their heirs, executors, administrators, successors, and assigns, and parties hereby agree for

themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments and to perform any acts which may be necessary or proper to carry out the purpose of this Release.

4. By executing this Release, Franchisee and Guarantor for themselves and their respective Related Parties represent and warrant that their representations herein are true and correct.

5. Should any action, in law or in equity, be brought by any of the parties hereto against any other party hereto with respect of any right or claim arising under or by reason of this Release, the prevailing party shall be entitled to judgment for all of its reasonable attorneys' fees and court costs incurred with respect to such litigation.

6. This Release may be executed in identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Release.

7. No change or modification to this Release shall be valid unless made in writing and signed by all parties hereto.

8. All questions pertaining to the validity, interpretation, or administration of this Release shall be determined in accordance with the laws of the State of Nebraska without regard to its conflict of laws rules. Franchisee and Guarantor(s) agree that venue for any proceeding relating to or arising out of this Release shall be in Douglas County, Nebraska. Franchisee and Guarantor(s) further agree that any action arising out of or related to this Release shall be instituted and maintained only in a state or federal court of general jurisdiction in Douglas County, Nebraska, and each of Franchisee and Guarantor(s) irrevocably submits to the jurisdiction of such courts and waives any objection they may have to either the jurisdiction or venue of the court.

9. The provisions of this Release are severable. If any paragraph, section, sentence, clause or phrase of this Release is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Release.

10. Each of the undersigned hereby represents and warrants that, as of the date of execution of this Release, each has the power to enter into this Release, and has duly authorized the execution of the Release, and that such execution does not violate any other agreement to which it is a party.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have executed this Release effective as of the date set forth above.

FRANCHISOR:

Home Instead, Inc.,
a Nebraska corporation

FRANCHISEE:

[Entity Name]

By:
Title:

By: _____
Title: _____

GUARANTOR(S):

EXHIBIT L

STATE ADDENDA

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq. suspending or expelling such persons from membership in such association or exchange.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement requires application of the laws of Nebraska. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Franchisee Disclosure Acknowledgement Agreement:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under the 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.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:
HOME INSTEAD, INC.

FRANCHISEE:

By: _____
Its:

By: _____
Its:

Date: _____

Date: _____

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

The Illinois Franchise Disclosure Act shall govern the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void.

Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Illinois Franchise Disclosure Act, or a rule or order under the Illinois Franchise Disclosure Act will be void and are deleted with respect to claims under the Illinois Franchise Disclosure Act.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any claims Franchisee may have under the Illinois Franchise Disclosure Act shall be governed by the Illinois Franchise Disclosure Act.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

Section 41 of the Illinois Franchise Disclosure Act states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void.” To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to franchisee concerning nonrenewal and termination of this Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act shall control.

Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Illinois Franchise Disclosure Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:
HOME INSTEAD, INC.

FRANCHISEE:

By: _____

Its:

Date: _____

By: _____

Its:

Date: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Franchisee Disclosure Acknowledgement Agreement:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under the 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.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

All representation requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under the 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.

2. Section 22 and the second and third paragraphs of Section 23 of the Franchise Agreement are deleted.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:
HOME INSTEAD, INC

FRANCHISEE:

By: _____
Its:
Date: _____

By: _____
Its:
Date: _____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of the franchisee's rights as provided for in Minn. Stat. Sec. 80C, or the franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

The franchisor will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, Franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that Franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the Franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of franchisor's trademark but Franchisor shall indemnify Franchisee for claims against Franchisee solely as it relates to Franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, Franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If Franchisor accepts tender of defense, Franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by Franchisor shall be effective immediately upon receipt by Franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the Franchisee; (2) the conviction of the Franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the Franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the Franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce Franchisee's rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of Franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims Franchisee may have against Franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to Franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:
HOME INSTEAD, INC.

FRANCHISEE:

By: _____
Its: _____

By: _____
Its: _____

Date: _____

Date: _____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

Item 3, Additional Disclosure. The last sentence in Item 3 is deleted and replaced with the following:

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.

Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 4, Additional Disclosure. Item 4 is deleted and replaced with the following:

Neither we nor any of our predecessors, affiliates, or officers, during the 10-year period immediately before the date of the Disclosure Document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the Bankruptcy Code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a

discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The New York Franchises Law requires that New York law govern any cause of action which arises under the New York Franchises Law.

The New York General Business Law, Article 33, Sections 680 through 695 may supersede any provision of the Franchise Agreement inconsistent with that law.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

NORTH DAKOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The North Dakota Securities Commissioner has held the following to be unfair, unjust or inequitable to North Dakota Franchisees within the intent of the North Dakota Franchise Investment Law:

Any provision requiring franchisees to consent to the jurisdiction of courts outside North Dakota or to consent to the application of laws of a state other than North Dakota. Such provisions are unenforceable under North Dakota law.

Any provision requiring the franchisee to sign a general release upon renewal of the Franchise Agreement. This release is not enforceable under North Dakota law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement that are contrary to North Dakota law are not enforceable. To the extent the Franchise Agreement contains a covenant not to compete that is contrary to North Dakota law, the covenant is not enforceable.

Any provision that includes a waiver of exemplary and punitive damages. This waiver may not be enforceable under North Dakota law.

Any provision requiring a choice of law other than the State of North Dakota. To the extent a choice of law provision conflicts with North Dakota law, North Dakota law will control.

Any provision requiring a franchisee to consent to termination or liquidated damages. This requirement is not enforceable under North Dakota law.

Any provision stipulating that the franchisee shall pay all costs and expenses incurred by franchisor in enforcing the agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

Any provision that requires the franchisee to consent to a waiver of trial by jury. This waiver is not enforceable under North Dakota law.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NORTH DAKOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the North Dakota Franchise Investment Law, N.D. Cent. Code, §§51-19-01 – 51-19-17 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any release executed in connection with a renewal shall not apply to any claims that may arise under the North Dakota Franchise Investment Law.

Covenants not to compete during the term of and upon termination or expiration of the franchise agreement that are contrary to North Dakota law are not enforceable. To the extent the covenant not to compete in Section 17 of the Franchise Agreement is contrary to North Dakota law, the covenant is not enforceable.

Section 19 of the Franchise Agreement contains a choice of law other than the State of North Dakota. This provision is amended to provide that North Dakota law will control.

Section 20 of the Franchise Agreement contains a waiver of punitive or exemplary damages. This provision is not enforceable under the North Dakota Franchise Investment Law.

Section 19.F of the Franchise Agreement contains a waiver of trial by jury. This provision is not enforceable under the North Dakota Franchise Investment Law.

Section 17 of the Franchise Agreement requires a franchisee to consent to termination or liquidated damages. This provision is not enforceable under North Dakota law.

Section 19 of the Franchise Agreement states that a franchisee must consent to the jurisdiction of courts located outside the State of North Dakota. This requirement is not enforceable under North Dakota law.

Section 19 of the Franchise Agreement stipulates that the franchisee shall pay all costs and expenses incurred by Franchisor in enforcing the Agreement. For North Dakota franchisees, the prevailing party is entitled to recover all costs and expenses, including attorneys' fees.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

The undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:
HOME INSTEAD, INC.

FRANCHISEE:

By: _____

Its:

Date: _____

By: _____

Its:

Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

Notwithstanding anything to the contrary in the Home Instead, Inc. Franchise Disclosure Document, the following provisions shall supersede any inconsistent provisions and apply to all Home Instead franchises offered and sold in the state of Rhode Island:

This Rhode Island Addendum is only applicable if you are a resident of Rhode Island or if your business will be located in Rhode Island.

§19-28.1-14 of the Rhode Island Franchise Investment Act provides that “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

“According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

“According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR:
HOME INSTEAD, INC.

FRANCHISEE:

By: _____

Its:

Date: _____

By: _____

Its:

Date: _____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 – 19.100.940 applies, the terms of this Addendum apply.

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

A franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by a franchisee may not include rights under the Washington Franchise Investment Protection Act or any rule or order thereunder except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

FRANCHISOR:
HOME INSTEAD, INC.

FRANCHISEE:

By: _____

Its:

Date: _____

By: _____

Its:

Date: _____

EXHIBIT M

STATE EFFECTIVE DATES AND RECEIPT PAGES

State Effective Dates

The following states 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
California	Pending
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT M

RECEIPT FOR PROSPECTIVE FRANCHISEE

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 Home Instead, Inc. ("HI") offers you a franchise, HI must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. Iowa and New York require that HI give you this disclosure document at the earlier of the first personal meeting or 10 business days in New York (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that HI 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.

If HI does not deliver this disclosure document on time or if it contains or false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit D.

The name, principal address and telephone number of each franchise seller offering the franchise is as follows: Linn Free, Kathleen McKay, Rob Reynek, Kimmey Hardesty, Lakshmi Venkatesan, Tyler Serbin, Brittany Keppler, Stephenie Landry, Doug Cook Henri Joubert, Kevin Ball and Laura Honeycutt; each with a principal address and telephone number of 13323 California Street, Omaha, Nebraska 68154, 1-888-484-5759; and [insert any broker or other franchise seller, if applicable].

FTC Issuance Date: April 29, 2024.

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document dated April 29, 2024, that included the following exhibits:

EXHIBIT A	-	Financial Statements
EXHIBIT B	-	Franchise Agreement
EXHIBIT C	-	Agents for Service of Process
EXHIBIT D	-	State Administrators
EXHIBIT E	-	Initial Franchise Items
EXHIBIT F	-	List of Franchisees
EXHIBIT G	-	List of Franchisees Who Have Left the System
EXHIBIT H	-	Standard Form Deposit Agreement
EXHIBIT I	-	Joint Service Agreement
EXHIBIT J	-	Disclosure Acknowledgement Agreement
EXHIBIT K	-	General Release
EXHIBIT L	-	State Addenda
EXHIBIT M	-	Receipts

Date _____ Signature _____

(Please sign, date, and keep this Receipt for your records.)

EXHIBIT M

RECEIPT FOR HOME INSTEAD, INC.

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 Home Instead, Inc. ("HI") offers you a franchise, HI must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. Iowa and New York require that HI give you this disclosure document at the earlier of the first personal meeting or 10 business days in New York (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that HI 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.

If HI does not deliver this disclosure document on time or if it contains or false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit D.

The name, principal address and telephone number of each franchise seller offering the franchise is as follows: Linn Free, Kathleen McKay, Rob Reynek, Kimmey Hardesty, Lakshmi Venkatesan, Tyler Serbin, Brittany Keppler, Stephenie Landry, Doug Cook Henri Joubert, Kevin Ball and Laura Honeycutt; each with a principal address and telephone number of 13323 California Street, Omaha, Nebraska 68154, 1-888-484-5759; and [insert any broker or other franchise seller, if applicable].

FTC Issuance Date: April 29, 2024.

See Exhibit C for our registered agents authorized to receive service of process.

I have received a disclosure document dated April 29, 2024, that included the following exhibits:

EXHIBIT A	-	Financial Statements
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EXHIBIT K	-	General Release
EXHIBIT L	-	State Addenda
EXHIBIT M	-	Receipts

Date _____ Signature _____

(Please sign, date, and return this Receipt to Home Instead, Inc.)