

FRANCHISE DISCLOSURE DOCUMENT



Nurse Next Door™
home care services

NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA) INC.

(a Washington corporation)

Suite 300 – 1788 West 5th Avenue
Vancouver, British Columbia V6J 1P2
604-228-4357
www.nursenextdoor.com

You will operate a business, using the Nurse Next Door® business system that provides non-medical care and skilled nursing services to clients with varying needs within their home. You may also offer supplemental healthcare staffing to institutional clients, such as hospitals, retirement facilities and clinics, as well as providing other ancillary and related services. You may also provide care for clients with funding from the Department of Veterans Affairs and certain other government funding programs.

The total investment necessary to begin operation of a Nurse Next Door® franchise is \$115,115 to ~~\$211,600~~215,600. This includes ~~\$76,000~~80,000 that you must pay to us or our affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact our VP of Global Franchise Development by phone at 604-228-4357 or at our street address of Suite 300 – 1788 West 5th Avenue, Vancouver, BC V6J 1P2.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contracts carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, 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: November ~~27~~29, ~~2023~~2024

Special Risks to Consider About This Franchise

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

1. ~~1.~~ **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with us by mediation only in Vancouver, British Columbia, Canada and arbitration only in Seattle, Washington. Out-of-State mediation and arbitration may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate or arbitrate with us in Canada or Washington than in your own state.
2. ~~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. ~~3.~~ **The Franchisor's Financial Condition.** As reflected in its financial statements (See Item 21), calls into question the Franchisor's financial ability to provide services and support to you.
4. ~~4.~~ **Mandatory Minimum Payments.** You must make minimum royalty, advertising, and other payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
5. ~~5.~~ **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.
6. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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.

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

Definitions

To simplify this disclosure document (“**Disclosure Document**”), “**we**” or “**us**” means Nurse Next Door Home Healthcare Services (USA) Inc., the franchisor. “**You**” means the business entity, such as a corporation, partnership, limited liability company or other business entity, that is buying the franchise and includes any principals who have agreed to be liable for the business entity buying the franchise. “**Franchise Agreement**” means the franchise agreement you enter into with us, the form of which can be found in Exhibit A-1 to this Disclosure Document.

The Franchisor

We are a Washington corporation formed on February 17, 2010 for the purpose of offering Nurse Next Door® franchises (each a “**Franchised Business**”). Our principal business address is Suite 300 – 1788 West 5th Avenue, Vancouver, British Columbia V6J 1P2. Our phone number is 604-228-4357. We do business under our corporate name and the name Nurse Next Door® pursuant to a license from our parent company Nurse Next Door Professional Homecare Services Inc., a British Columbia, Canada company (“**Nurse Next Door Corporate**”). We have offered franchises since 2010. We do not operate any businesses of the type being franchised and we do not offer any other franchises in any other lines of business. We have no prior business activities and no current business activities other than offering Nurse Next Door® franchises. The addresses for our agents for service of process are attached as Exhibit E to this Disclosure Document.

Our Parents, Predecessors and Affiliates

We are a wholly-owned subsidiary of Nurse Next Door Corporate which was incorporated on October 30, 2001 in British Columbia, Canada. The principal business address of Nurse Next Door Corporate is Suite 300 – 1788 West 5th Avenue, Vancouver, BC V6J 1P2. Nurse Next Door Corporate created the System and originally registered the related marks, including Nurse Next Door®. It entered into a sale and leaseback arrangement with respect to all of the trademarks and certain other intellectual property (as more particularly described Item 13). Nurse Next Door Corporate sublicenses all of the trademarks and certain other intellectual property to us for our exclusive use and further sublicensing by us in the United States. Nurse Next Door Corporate has operated a corporately-owned operation in Canada since 2001 but does not offer franchises in this or any other lines of business in the United States.

Our affiliate company, Nurse Next Door Home Healthcare Services, Canada Inc. (“**Nurse Next Door Canada**”), whose principal business address is Suite 300 – 1788 West 5th Avenue, Vancouver, British Columbia V6J 1P2, offers Nurse Next Door® franchises solely in Canada pursuant to a license from Nurse Next Door Corporate. Nurse Next Door Canada has offered franchises throughout Canada since 2007. Nurse Next Door Canada does not offer franchises in any other lines of business. The business operated by Nurse Next Door Corporate and franchises offered by Nurse Next Door Canada is the same or substantially similar to the System as described below.

Nurse Next Door Canada has entered into a master franchise agreement for the opening and operation of sub-franchise locations in Australia. Inquiries relating to the Australian master franchise and

HIPAA and State Health Information Privacy Laws

You must comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 as amended from time to time (“HIPAA”), including all regulations implementing HIPAA. In addition, most states have also implemented state-specific laws protecting the privacy and confidentiality of various types of health information.

A “covered entity” under HIPAA may only share health related information with a third party service provider (known under HIPAA as a business associate), if it obtains assurances that the business associate will use the information only for the purposes for which it was engaged by the covered entity, will safeguard the information from misuse, and will help the covered entity comply with some of the covered entity’s duties under HIPAA. We (as your business associate) will enter into a Business Associate Agreement with you (as a covered entity) in the form attached in Exhibit A-[13](#) to this Disclosure Document.

Federal and State Laws to Prevent Fraud and Abuse

There are federal anti-kickback and practitioner self-referral laws with which you must comply. In addition, some states also have enacted state-specific anti-kickback laws that prohibit payment for referrals and other similar arrangements and/or state-specific laws prohibiting practitioner self-referrals.

Some states may also have laws that prohibit licensed professionals and/or licensed/certified professional business entities from splitting fees with non-licensed individuals or entities.

There are also federal and state laws that pertain to billing and reimbursement for health care items and services, including, but not limited to, prohibitions on presenting, or causing to be presented, false or fraudulent claims for payment.

Medicare and Medicaid

You may participate in Medicare, Medicare Advantage or other federal governmental payor programs and in State Medicaid and Medicaid Waiver programs, if you meet the applicable requirements.

Corporate Structure and Corporate Name

Some states may require home health agencies to be organized using a particular type of business entity structure.

You must not use the name Nurse Next Door in the name of your business entity. You must make an assumed name filing to legally use the name Nurse Next Door. Some jurisdictions restrict the use of the word “Nurse” in a corporate name or assumed name, so that you will not be able to operate under the name Nurse Next Door.

Industry Specific Law Compliance Generally

You are responsible for complying with all of these industry specific laws and regulations. We highly recommend that you consult with local counsel, experienced in the above areas of the law, and with

one of our preferred suppliers of state homecare licensing services, before becoming a franchise partner. You should also consult with counsel during the term of the Franchise Agreement because these laws and regulations may change.

ITEM 2. BUSINESS EXPERIENCE

Name	Business Experience
Cathy Thorpe President & Chief Executive Officer	Cathy Thorpe is President and CEO of Nurse Next Door Corporate, effective from April 2016. Since 2017, she has served as an Independent Director of the Pharnasave Board.
Ken Sim Member of the Board of Directors & Co-Founder	Ken Sim co-founded Nurse Next Door Corporate in September 2001. In January 2012, he transitioned to the Board of Directors. In February 2012, Ken co-founded Rosemary Rocksalt Bagels in Vancouver, British Columbia.
Arif Abdulla Vice-President, Global Franchise Development	Arif Abdulla is Vice-President of Global Franchise Development at Nurse Next Door Corporate, effective from November 2015.
Susan Karda Vice-President, Operations	Susan Karda is Vice-President, Operations of Nurse Next Door Corporate, effective from November 1, 2020. From February 2019 to October 2020 Susan served as the Chief Operating Officer at Nurse Next Door Corporate. Susan previously held the role of Vice President, Making Lives Better at Nurse Next Door Corporate from September 2017 to February 2019.
Veronica Tissera Vice-President, Corporate Franchises	Veronica Tissera is Vice President of Corporate Franchises at Nurse Next Door Corporate, effective from July 2016.
<u>Kristy Maynes</u> <u>Vice-President, Sales</u>	<u>Kristy Maynes is Vice-President, Sales, effective from October 1, 2024. Prior to joining Nurse Next Door, Kristy served as Vice President/Chief of Staff at lululemon athletica from September 2010 to October 2021, Senior Vice President Retail at Glossier from Oct 2021 to September 2022 and as Vice President Retail at Aritzia from January 2023 to September 2024.</u>
Paul Kezin, Director of System Performance	Paul Kezin is Regional Director of System Performance at Nurse Next Door Corporate, effective from October 2020. Prior to this Paul served as Vice President and Chief Commercial Officer for Cole Haan in Tokyo, Japan from September 2016 to August 2019.

<p>Anne Rockingham Director of Clinical Operations North America</p>	<p>Anne Rockingham is Director of Clinical Operations, North America at Nurse Next Door Corporate, effective from June 2015.</p>
<p>Alexander Mitchell Franchise Development Manager</p>	<p>Alex Mitchell is Franchise Development Manager at Nurse Next Door Corporate, effective from January 2018. From December 2016 to January 2018, Alex served as an Intakes Specialist on the Care Services Team.</p>
<p><u>Varun Saini</u> <u>Franchise Development Manager</u></p>	<p><u>Varun Saini is a Franchise Development Manager at Nurse Next Door effective January 2024. Prior to this, Varun served as Franchise Development Coordinator from January 2022 to January 2024.</u></p>
<p><u>Daire McAnallen</u> Craig Dowling Franchise Development Manager</p>	<p>Craig Dowling<u>Daire McAnallen</u> is a Franchise Development Manager, effective from October 20202024. Prior to this, Craig Daire served as the Franchise Development Coordinator from September 2018 to September 2020. From September 2016 to September 2018, Craig served as Care Services<u>December 2023 to October 2024. Daire also served as Intakes Specialist from January 2020 to December 2023.</u></p>
<p><u>Jack Parr</u> Varun Saini Franchise Development Coordinator</p>	<p>Varun Saini<u>Jack Parr</u> is a Franchise Development Coordinator at Nurse Next Door Corporate, effective from July 7, 2019<u>October 2024</u>. Prior to this, Varun served as an Operations Supervisor at Kelly OCG in Burnaby, British Columbia, from July 2016 to July<u>Jack served as Account Manager at TFG Financial Corp. from April 2023 to September 2024. Jack was also a Shiftleader at Cactus Club Cafe from 2019 to 2024.</u></p>
<p>Kelly Quinn Director of People <u>& Culture</u></p>	<p>Kelly Quinn is Director of People and Culture of Nurse Next Door Corporate, effective from March 2020. Prior to this, Kelly served as Franchise Systems Coach at Nurse Next Door Corporate from January 2018 to March 2020. Kelly was also a HR Specialist for Nurse Next Door Corporate from July 2017 to March 2019.</p>
<p>Nibeth Santa Maria People and Culture<u>Operations</u> Specialist</p>	<p>Nibeth Santa Maria is a People and Culture<u>Operations</u> Specialist at Nurse Next Door, effective April 2020<u>September 2022</u>. Prior to this, Nibeth served as the <u>People and Culture Specialist from 2020 to 2022 and the</u> People Experience Manager for our affiliate's corporate franchise from August 2017 to March 2020.</p>
<p>Francis Ontoyin Contracts and Compliance</p>	<p>Francis Ontoyin is the Contracts and Compliance Specialist at Nurse Next Door, effective from October 2022. Prior to joining Nurse Next Door, Francis worked as private<u>Private</u></p>

	Legal Practitioner at Reindorf Chambers, DLA Piper, in Accra, Ghana, Africa from August 2016 to September 2021.
Jenna Bradley Director of Finance	Jenna Bradley is Director of Finance at Nurse Next Door Professional Homecare Services Inc., effective from February 2021. From December 2017 to January 2021, Jenna worked as Controller for Nurse Next Door Professional Homecare Services Inc.
<u>Carla Morales</u> Marika Svae Operations-Specialist <u>Onboarding Manager</u>	Marika Svae is Operations Specialist <u>Carla Morales is the onboarding Manager</u> (Countdown to Launch Program) at Nurse Next Door Corporate, effective from February, 2021 <u>2024</u> . Prior to this role, Marika was a Care Designer and Licensed Practical Nurse with our affiliate's corporate franchise, in Vancouver, British Columbia, <u>Carla served as Intakes Specialist from April 2023 to February 2024 and Care Services Specialist from August 2014 to January 2021 <u>2022 to April, 2023</u>.</u>

interest, and attorneys' fees, and costs. On July 18, 2021, the parties entered into a confidential settlement and nondisparagement agreement pursuant to which the franchisee agreed to pay NND \$87,475.60 in exchange for a mutual release of claims by all parties. The arbitration has been dismissed with prejudice.

Harken Home Staffing LLC v. Nurse Next Door Home Healthcare Services (USA), Inc., (JAMS Arbitration Reference No. 1220065246, filed with JAMS on May 6, 2020)

The franchisee brought claims against NND seeking damages for breach of contract and frustration of purpose, a declaration that the in-term and post-term obligations of the franchise agreements are unenforceable, and for injunctive relief preventing NND from making defamatory and disparaging statements against the franchisee. NND vigorously denied the allegations in the claims. NND brought counterclaims alleging that the franchisee breached its franchise agreements by reason of the franchisee's failure to continuously operate its franchised businesses subsequent to training, wrongful termination of the franchise agreement and breach of the non competition covenants, and further seek damages against the franchisee and its guarantors for franchisee's failure to pay certain amounts due and owing under its franchise agreements, including unpaid royalties, lost future profits, pre-and post-judgment interest, and attorneys' fees, and costs. On August 26, 2021, the parties entered into a confidential settlement and nondisparagement agreement pursuant to which the franchisee agreed to pay NND \$35,733.92 in exchange for a mutual release of claims by all parties. The arbitration has been dismissed with prejudice.

Nurse Next Door Home Healthcare Services (USA), Inc. v. Texas Boy LLC et al., (JAMS Arbitration Reference No. 1160023755, filed with JAMS on July 13, 2020)

NND commenced this arbitration against the franchisee and its principal operator alleging that the franchisee breached its franchise agreements by reason of the franchisee's failure to continuously operate its franchised businesses subsequent to training, wrongful termination of the franchise agreement and breach of the non competition covenants, and further sought damages against the franchisee for franchisee's failure to pay certain amounts due and owing under its franchise agreements, including unpaid royalties, lost future profits, pre-and post-judgment interest, and attorneys' fees, and costs. In addition, NND sought injunctive relief to prevent the franchisee from wrongfully competing with NND in violation of the in-term and post-term non competition covenant contained in the franchise agreement. On January 11, 2021, the franchisee filed counterclaims against NND, seeking unspecified damages arising out of alleged breaches of the franchise agreements between the parties, alleged overpayments made to designated third party vendors for personal protective equipment in excess of commercially reasonable rates, and alleged loss of business value, along with an accounting of all local advertising spending by NND in the franchisee's market. The counterclaim specified that the amount of these claims would be determined at trial. NND vigorously denied the allegations in the counterclaims. On June 17, 2021, the arbitrator granted a partial final award to NND on its claim for preliminary injunctive relief, imposing a one-year injunction on the franchisee's operation of a competing home care business commencing on the date of the franchisee's breach. On September 30, 2021, the parties entered into a confidential settlement and nondisparagement agreement pursuant to which the franchisee agreed to pay NND \$200,000.00 in exchange for a mutual release of claims by all parties. The arbitration has been dismissed with prejudice.

[Sipp v. Nurse Next Door Home Healthcare Services \(USA\), Inc., Cause No. 24-cv-01259 \(M.D. Fla. July 11, 2024\)](#)

Franchisee Aaron Sipp and Sipp Healthcare, LLC filed suit against NND in the Circuit Court of the 18th Judicial Circuit for Seminole County Florida, alleging that NND made material misrepresentations in its Franchise Disclosure Document in connection with the sale of franchises to plaintiffs. Specifically, Plaintiffs alleged that they were fraudulently induced to enter into the franchise agreement, which allegedly failed to disclose that franchisees located in the State of Florida would be unable to obtain the requisite licensure to provide skilled nursing services. NND removed the case to federal court, and the case was stayed pending resolution of a lawsuit filed by NND against plaintiffs in the Western District of Washington to compel arbitration. See Nurse Next Door Home Healthcare Services (USA), Inc. v. Sipp, Cause No. 24-cv-00884-MJP (W.D. Wash. June 20, 2024). After the court in the Washington lawsuit granted NND's petition compelling arbitration, the court in the Florida federal district court dismissed the case.

Other than these actions, no litigation is required to be disclosed in this Item.

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Initial Franchise Fee

We charge a non-recurring initial franchise fee of ~~\$68,000~~72,000 for each unit franchise (the “**Initial Franchise Fee**”). We reserve the right to increase or decrease the Initial Franchise Fee for any particular Territory based upon factors we deem appropriate, including its demographics, or to achieve market penetration in certain markets. If you are purchasing two or more territories concurrently, we offer a \$5,000 discount off the Initial Franchise Fee for additional Territories. In addition, we will not charge you the \$8,000 Technology Start-up Fee (described below) for any additional Territories provided the territories are contiguous and are part of the same operating business. We may also permit you to delay your performance requirements under the Franchise Agreement for your additional Territories. If so, you will be required to sign our Performance Delay Addendum in the form attached in Exhibit A-15 to this Disclosure Document. We also currently provide a \$15,000 credit toward any expansion territory (not purchased concurrently) for any prospective franchisee referral made by you that leads to a signed franchise agreement between the prospective franchisee and us. This credit expires one year after the date the prospective franchisee signs a franchise agreement with us. We also offer a 10% service member discount for military servicemen and women. We also offer our Frontline to Franchisee program under which eligible candidates may receive a \$10,000 discount off the Initial Franchise Fee. Eligible candidates must be a frontline healthcare worker and otherwise meet our requirements for new franchisees.

We also provide a “New Market Incentive,” which entitles a franchisee to a \$10,000 discount on an initial territory provided they purchase a territory in a Metro Service Area without an existing operational Nurse Next Door franchise. A franchised business that receives the above-mentioned Frontline to Franchisee discount, however, is not eligible for the New Market Incentive.

The Initial Franchise Fee is not uniform. In our last fiscal year, the Initial Franchise Fee ranged from \$58,000 to \$68,000. The latter being our then-current Initial Franchise Fee before any discount, which is ~~still~~now increased to \$68,00072,000.

The Initial Franchise Fee is payable at the time of execution of the Franchise Agreement. The Initial Franchise Fee is deemed to be fully earned and is non-refundable in whole or in part (except as provided below) upon execution of the Franchise Agreement.

We may terminate the Franchise Agreement if you fail to: (i) complete our Franchise Opener “Countdown to Launch” and the Foundations Training Program within 12 weeks following the date of the Franchise Agreement, or at such other date that we and you may agree in writing, and (ii) open your Franchised Business within 30 days of the completion of our Franchise Opener “Countdown to Launch” and the Foundations Training Program, provided that you have obtained all certificates or licenses required to operate the Franchised Business (the “**Start Date**”). In the event that we elect to exercise this option to terminate the Franchise Agreement, we will not refund any portion of the Initial Franchise Fee.

If, in our reasonable opinion, your participation in our Franchise Opener “Countdown to Launch” and the Foundations Training Program discloses an inability on your part to adequately manage and operate the Franchised Business, then we may terminate the Franchise Agreement. If we elect to do so for this reason, within 7 days after the effective date of termination, we will refund your Initial Franchise Fee, less reasonable costs, including without limitation, costs for expenses reasonably incurred by us in connection with the granting of the franchise under the Franchise Agreement, the negotiation and execution of the Franchise Agreement and any other agreement and the cost of Franchise Opener “Countdown to Launch” and the Foundations Training Program.

Deposit

Prior to signing a Franchise Agreement, you are required to pay \$2,500 as described in Item 10 (the “Deposit”) to attend a Virtual Final Interview Day with several members of our Operations and Leadership Team. We will enter into a Deposit Agreement with you in the form attached in Exhibit A-8 to this Disclosure Document. Payment of the Deposit holds a particular territory open for you. If a particular territory has not been identified in the Deposit Agreement, you will have a period of time, not to exceed 6 months, during which a territory may be mutually agreed upon.

The Deposit is refundable for a period of 30 days after the date of the Deposit Agreement, less our costs. However, we have the discretion to retain the entire Deposit if you have not cooperated with us or if there are other circumstances reasonably justifying retention. If you do not sign a Franchise Agreement with us, and pay the balance of the Initial Franchise Fee and the entire Start-up Technology Fee, within 30 days after the date of the Deposit Agreement, the Deposit will be non-refundable. However, we may refund the Deposit to you, less our costs, in certain circumstances. For example, if a territory is not mutually agreed upon within the time period specified in the Deposit Agreement and you have been reasonable and cooperative throughout the process of identifying a territory, or if we withdraw our approval prior to your signing a Franchise Agreement. Our costs may include those reasonably incurred by us for meeting with you, for a review of your prospective territory, for obtaining demographic profiles, expenses related to travel, meals and lodging, and reasonable legal fees and disbursements.

If a Franchise Agreement and all other relevant documents are signed by you and us, the entire Deposit will be applied as payment toward the Initial Franchise Fee.

Technology Start-up Fee

We charge an initial start-up technology fee of \$8,000 to purchase initial software licenses and other costs relevant to start-up (the “**Technology Start-up Fee**”). The Technology Start-up Fee is payable at the time of execution of the Franchise Agreement and is deemed to be fully earned and non-refundable in whole or in part (except as provided below) upon execution of the Franchise Agreement.

If your participation in our Franchise Opener “Countdown to Launch” and the Foundations Training Program demonstrates, in our reasonable opinion, an inability to adequately manage and operate the Franchised Business and we terminate your Franchise Agreement, then we will refund the Technology Start-up Fee less our reasonable costs (as described above under Initial Franchise Fee).

Deferral

Certain states may require that we defer or escrow the Initial Franchise Fee until our initial obligations are met. See State-Specific Addenda/Amendments attached in Exhibit A-3 to this Disclosure Document.

ITEM 6. OTHER FEES

Type of Fee	Amount	Due Date	Remarks ¹
Royalty ²	5% of Gross Sales, subject to annual minimum royalties	Monthly, on the 15 th of each month. Minimum royalties are payable annually.	Gross Sales is all sales generated through the Franchised Business and includes fees for any services sold by you, and all other income related to the Franchised Business. Gross Sales does not include any sales tax that you collect from customers and pay to any taxing authority. Gross Sales also does not include the amount of any refund or credit given in good faith by you in respect of any services, or products returned or exchanged by a customer, provided that the original selling price was included in Gross Sales.

Type of Fee	Amount	Due Date	Remarks ¹
Care Services Center ³	<p>The greater of 7% of Gross Sales or \$300</p> <p>Once the franchisee<u>Franchisee</u> has operated for 12 months; has achieved an operational excellence audit <u>score</u> of at least 80%; and reaches \$40,000.00<u>40,000</u> in monthly Gross Sales for six (6) consecutive months, the Franchisee may, <u>provided they are in good standing with no outstanding defaults, and meet all prescribed procedures and pre-qualification criteria outlined in the Operations Manual</u>, complete an Unbundled Declaration Form indicating that the Franchisee wishes<u>their wish</u> to end its<u>the</u> receipt of scheduling services <u>in exchange</u> for a 2% reduction in care services fee. The Franchisee will continue to receive all other services defined as part of the care services center fees.</p>	Monthly, on the 15 th of each month.	Care Services Center fees are used to establish and operate the Care Services Center.

Type of Fee	Amount	Due Date	Remarks ¹
			owe us by 3% or more, or if underreporting is due to fraud, payment of under-reported amounts, plus interest, plus a fine will be charged.
Annual Convention	\$500 to \$1,000 (Per attendee)	Prior to attendance.	Payable to us if we hold an annual convention. You are solely responsible for travel, room, board and salary expense. Whether or not you attend, at a minimum, you must pay us the annual convention fee multiplied by the number of franchise agreements you have in effect with us.
Transfer	\$7,500 for transfer to an existing franchise partner and \$15,000 for transfer to a purchaser outside of the System	At the time of transfer.	You are required to obtain our consent to any transfer, which may be withheld if certain criteria are not met. If you intend to sell the Franchised Business, \$7,500 will be payable upon your declaration of an intent to sell. Our current form of Notice of Intent to sell for non-operational franchises is attached in Exhibit A-16 . Does not apply to an assignment by us under Section 14(e) of the Franchise Agreement.
Administrative fee – Certain other ownership changes	\$500 to amend franchise agreements upon ownership changes (by individual franchisees to a company with new minor owners, from one controlled company to another, among	At time of change	You are required to obtain our consent to any transfer, which may be withheld if certain criteria are not met. This fee is charged separately from the fee applied if the ownership changes by more than 25%.

the Franchise Agreement, you will immediately complete our ACH form (the current form is attached in Exhibit [A-14](#) to this Disclosure Document) and return it to us.

2. The royalty of 5% of Gross Sales is subject to the following annual minimum royalties:

The 12 month period following the Start Date of the Franchised Business	Minimum Royalty Amount Payable
Year 1	\$6,250.00
Year 2	\$11,250.00
Year 3	\$16,250.00
Year 4	\$21,250.00
Year 5	\$26,250.00
Year 6	\$28,875.00
Year 7	\$31,762.50
Year 8	\$34,938.75
Year 9	\$38,432.63
Year 10	\$42,275.89
Year 11	\$46,503.48
Year 12-15	\$51,153.82

If the total royalties you paid in any 12 month period are less than the annual minimum royalties described above, then the difference is paid by you at the end of each 12 month period. See Sections 3(b) ~~and (iii)~~ of the Franchise Agreement.

If you earn revenue from the operation of the Franchised Business between the Effective Date and the Start Date, you are required to pay a royalty of 5% of monthly Gross Sales with no minimum royalty payments applicable. If you do not begin operations of the Franchised Business until the Start Date, monthly royalties will not be charged until after the first month of operations following the Start Date. This royalty fee will be charged on all Gross Sales earned after the Effective Date, even if incurred before the Start Date.

3. We, along with Nurse Next Door Corporate, maintain and administer the Care Services Platform in Vancouver, British Columbia, Canada. The Care Services Platform provides around-the-clock services 24 hours per day, 7 days per week to Nurse Next Door® franchisees, such as Intake support, [People Intakes \(Caregiver employment inquiries\)](#), [Virtual Consults](#), Attendance Monitoring [System](#) (AMS), ~~scheduling, and overnight coverage~~ [Scheduling, and live Overnight Coverage](#).

The Care Services Platform through its detailed client database (which client care data is collected and maintained by you) schedules client care appointments and provides you with access to detailed reports so that you may more effectively manage your employees and the Franchised Business. Below is a representative list of some of the services we currently provide but the services may

change as we initiate new programs and modify or eliminate existing ones. The Care Services Center provides:

- Franchisee caregiver and client scheduling – provided that you have qualified and available staff, your caregivers’ schedules will be managed around-the-clock to ensure the right staff are caring for your clients. The Care Services Center schedules all client appointments with a suitable caregiver using our matching tool. Franchisees are responsible for updating recordkeeping of all caregiver profiles, including skills and qualifications, availability and mileage radius;
- Attendance Monitoring System (AMS) – a real-time alert system notifying the Care Services Center if a caregiver does not sign in at a scheduled client appointment, allowing the Care Services Center the opportunity to work with you to resolve unexpected late arrivals or cancellations. Franchisees are responsible for ensuring their caregivers follow all systems related to signing in and out of visits and to maintain AMS investigation levels as outlined in the operations manual;
- Intake Support – the Care Services Center handles 24/7 inbound sales calls for you and books initial caring consults with your care designer to assess your clients’ needs. You are responsible for ensuring adequate information is provided within the scheduling system to confirm the client for initial caring consult appointment;
- [People Intakes - As part of Nurse Next Door’s 24/7 Care Services Platform we offer People Intakes as a value-add service for our Franchise locations. People Intakes \(i.e., employment inquiries from Caregivers and nurses\) are received by the centralized team that handles all aspects of the employment inquiry from data collection to disseminating information to Franchise locations.](#)
- Care data – the Care Services Center stores detailed care data and preferences inputted by you for every client for whom care is provided, to better assist you with proper caregiver placement and client satisfaction. Client information and care data are the property of Nurse Next Door and cannot be amended or altered for competitive purposes;
- Virtual Consults – Trained Care Designers who use the Make it HAPPEN sales process to conduct online complimentary Caring Consults, focusing on closing the sale;
- Data and Analytics - The Care Services Platform provides you with periodic and real-time access to key data and analytics to optimize your business and how you work with the Care Services team;
- Technology stack and Infrastructure – includes access to the licenses and IT environment to support your business.

As the owner of the Franchised Business, regardless of the service(s) provided by the Care Services Center, you will at all times be responsible for all employment decisions of the Franchised Business including but not limited to hiring, firing, training, performance management, promotion, remuneration, compliance with wage and hour requirements, record keeping, including availability, qualifications and mileage, supervision and discipline of employees. You must comply with all employment-related laws. You will never contend that Nurse Next Door’s authority under this Agreement to provide Care Services Center services to the Franchised Business directly or indirectly vests in Nurse Next Door the power to hire, fire or control in any manner whatsoever the

employees of the Franchised Business. Further you will indemnify Nurse Next Door for any action or settlement related to the Franchised Business' employment practices.

4. Nurse Next Door provides improved remote technology support for systems, such as phone, domain and email addresses, reducing the requirements for external technology support.

5. Franchisor-owned units will not vote with respect to the establishment of regional advertising cooperatives nor with respect to fees associated with any regional advertising cooperatives.

Although we may recommend the amount to be spent by franchisees as part of a Branding Cooperative, corporate owned outlets that we may own do not vote with franchisees on whether or not to adopt our recommendation.

Unless otherwise indicated, all fees are payable only to us for our account and are uniformly imposed, though we retain the right to negotiate the above-listed fees with individual franchisees under unique circumstances.

All fees are nonrefundable.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Single Unit Initial Investment

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	(Low)	(High)			
Initial Franchise Fee ¹	\$68,000 <u>\$72,000</u>	\$68,000 <u>\$72,000</u>	Cash	At signing of Franchise Agreement	Us
Technology Start-up Fee ²	\$8,000	\$8,000	Cash	At signing of Franchise Agreement	Us
Pre-opening Branding and Promotion ³	\$7,000	\$7,000	As arranged	From at least 1 week before opening the Franchised Business until 3 weeks after opening the Franchised Business	Approved suppliers

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	(Low)	(High)			
				operations	Nursing
Accreditation ¹⁶	\$0	\$8,500	As arranged	If applicable, before beginning of operations	State accreditation bodies.
Google Workplace - Costs Access to the technology system. (System used to monitor Caregiver attendance in real time)	\$15	\$100 (for first 3 months)	As arranged	Monthly	Designated supplier (currently Google)
1) Additional Funds – 3 to 6 Months / Working Capital ¹⁷	\$20,000	\$50,000	As arranged	As necessary	Various
TOTAL ¹⁸	\$115,115 <u>119,115</u>	\$211,600 <u>215,600</u>			

Unless otherwise noted, all payments are non-refundable or are refundable only pursuant to any agreement between you and the vendor or supplier to whom you have made the payment.

Notes:

1. Initial Franchise Fee. The Initial Franchise Fee and its refund policy are described in detail in Item 5. Under limited circumstances and in our sole discretion, we may finance your Initial Franchise Fee and Technology Start-up Fee. We may finance up to ~~\$76,000~~ \$80,000. Your down payment will be up to 20% of the amount financed. Your annual interest rate will be Prime Rate plus 5%. The interest rate increases to Prime Rate plus 10% or the highest allowable by state law on default. Prime Rate means the prime rate as published by the Wall Street Journal or comparable publication selected by us if the Wall Street Journal is no longer published. Estimated loan repayments are up to \$10,000.00 per month. (See Item 10 for additional details regarding our financing.)

2. Technology Start-up Fee. The Technology Start-up Fee and its refund policy are described in detail in Item 5. See Note 1 regarding the financing of this fee. (See Item 10 for additional details regarding our financing.)

3. Pre-opening Branding and Promotion. You are required to spend \$7,000 on a pre-opening and opening promotional campaign for the Franchised Business during the period from at least 1 week immediately preceding the opening of the Franchised Business and until 3 weeks after the opening

16. Accreditation. Some states require that you obtain accreditation prior to licensure. This may extend the amount of time it takes you to open the Franchised Business.

17. Additional Funds – 3 to 6 Months / Working Capital. You are required to have working capital in the form of cash or other liquid assets to begin operations which should be approximately \$20,000 to \$50,000 (of which at least 75% should consist of cash with no more than 25% being other liquid assets) for operating expenses, including initial salaries. We estimate the start-up phase to be 3 to 6 months from the date you open your business. This is our best estimate of the working capital necessary to open your business and includes money required to pay suppliers and employees, which may include the hiring of a full or part-time sales employee, in the event that you are not meeting Minimum Performance Requirements and are doing less than the minimum number of sales calls per week. This estimate is based upon Nurse Next Door Canada's experience offering franchises throughout Canada since 2007, our experience offering franchises in the United States since 2010. Additional funds may be required to finance operations until a positive cash flow is produced. This category does not include royalties or other fees you pay to us, nor does it include your salary or living expenses.

18. Total. In compiling this chart, we relied on our and our affiliates' industry knowledge and experience, which has been in both Canada and the U.S. ~~You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a Franchised Business.~~ These figures are estimates of your initial start-up expenses and we cannot guarantee that you will not have additional expenses in starting the Franchised Business. We may finance part of your initial investment if you are purchasing an additional territory or qualify for our Frontline to Franchisee program. Please refer to Item 10 for additional information regarding financing.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Your purchase and sale of certain goods or services as required is an essential element of your compliance with the Franchise Agreement and the Manuals and your failure to do so is a breach of the Franchise Agreement and may result in your loss of material benefits, up to and including the termination of the Franchise Agreement.

In the event you wish to purchase any unapproved product or service or acquire approved products or services from an unapproved supplier, you must first obtain our prior written approval. We are not required to approve any particular supplier. We do not use any fixed process for granting or revoking approval of designated suppliers. Instead, we evaluate suppliers on a variety of criteria, including the quality of their products or services, price, responsiveness, ability to service the System as a whole, reputation, timeliness, and experience, scalability and alignment with our purpose and core values among others. If we create any specific policies for approving suppliers, we will communicate them to franchisees. We will consider in good faith and in a reasonable time any supplier that you would like to propose who is capable of providing goods or services meeting our requested specifications. If our evaluation of your proposed supplier would require us to incur any non-trivial cost (such as to examine a sample of that supplier's products), we will ask you to pay such costs to such supplier. We will make a reasonable effort to approve or disapprove any

companies we designate. You are also required to obtain Worker's compensation insurance. Worker's compensation insurance will vary per state and the amount of your payroll.

You must use the accounting software that we designate, except if you use different accounting software for your existing business and we approve it for use by the Franchised Business. You must use the scheduling software that we designate.

Nurse Next Door Corporate, our affiliate, will provide you with start-up and ongoing technology services and you must use the Care Services Center that it operates. The fees for these services are described in Items 5 and 6. You must attend franchisee conventions that may be organized by us or Nurse Next Door Corporate and pay us a registration fee. The convention registration fee is described in Item 6.

We and our affiliates do not currently receive rebates, promotional allowances, discounts or other payments or benefits as a result of the purchases made by our franchisees from our designated suppliers. However, we reserve the right to do so, and if we do so, such rebates, promotional allowances, discounts or other payments will not be shared with the franchisees directly but may be used in order to promote the expansion of the franchise system, which may benefit the franchisee indirectly. Any rebates, promotional allowances, discounts or other payments will be used at our discretion. Should we or an affiliate receive such payments in the future, we anticipate that any such payments will be based on either a percentage or flat amount.

In the fiscal year ending September 30, ~~2023~~2024, we received revenues of ~~\$1,676,273~~1,462,056 from franchisees for services or leases provided by us, which represents approximately ~~42.31~~30.5% of our total revenues of ~~\$3,691,003~~4,799,447. Our Affiliates did not receive any revenue from franchises for services or leases provided by them. We estimate that, in establishing your Franchised Business, your purchases or leases of goods and services made in accordance with our specifications will represent approximately 50% of all of your total purchases or leases of goods and services. Once your business is established, we estimate that, on an ongoing basis, your purchases or leases of goods and services made in accordance with our specifications will represent approximately 35% of all of your purchases or leases of goods and services. There currently are not any purchasing or distribution cooperatives in place for the purchase or lease of goods or services. We currently do not negotiate purchase arrangements with suppliers for the benefit of franchisees, but we may do so in the future.

Nurse Next Door Corporate, our affiliate, owns and operates the Care Services Center, which is the sole supplier of the required scheduling services. It also provides start-up and ongoing technical support and may organize franchisee conventions. Our officer, Ken Sim, a Founder of Nurse Next Door Corporate, owns an interest in Nurse Next Door Corporate.

We do not provide any material benefits to you if you buy from sources we approve.

Obligation	Section in Franchise	Disclosure Document Item
	16; 19	
w. Non-competition covenants	Section 13	n/a
x. Dispute resolution	Section 19(t)	17

ITEM 10. FINANCING

Neither we nor any agent or affiliate offers direct or indirect financing to you, guarantees any note, lease or obligation of yours, or has any practice or intent to sell, assign or discount to a third party all or any part of any financing arrangement of yours, except that under limited circumstances and at our sole discretion, we may finance your Initial Franchise Fee and Technology Start-up Fee for the purchase of additional territories. To be eligible for financing of additional territories, you must be an existing franchise partner who is in compliance with your Franchise Agreement and performing well. In determining whether to make a loan to you, we will, among other factors, give consideration to opportunities for market penetration.

SUMMARY OF FINANCING OFFERED

Item Financed	Source of Financing	Down Payment	Amount Financed	Term (Mths)	Interest Rate	Monthly Payment	Prepay Penalty	Security Required	Liability Upon Default	Loss of Legal Rights on Default
Additional Territories: Initial Franchise Fee Technology and Start-up Fee	Us	\$0 - \$15,200 <u>0,000</u>	Up to \$76,000 <u>80,000</u>	12 - 24	Prime Rate plus 5%, increasing to Prime Rate plus 10% upon default (see Note 1)	Up to \$10,000 starting after 1 month	None	Yes (see Note 2)	Note 3	We may terminate the Franchise Agreement

Notes:

1. Interest Rate. Interest accrues on the unpaid principal loan amount at Prime Rate plus 5% until the repayment of the loan in full. Default interest accrues on the unpaid principal loan amount at Prime Rate plus 10% from the date of a default until repayment of the loan in full or the default is cured. Each interest rate is per annum and is calculated on the basis of a 365-day year. Interest is due on the same dates that principal is due.

2. Security Interest and Guarantee. We are granted a security interest in your receivables under the Loan, Security and Guarantee Agreement. Your obligations under the Loan, Security and Guarantee Agreement must be personally guaranteed by your principals and/or other related parties. The guarantee is absolute and unconditional. The guarantors may not pursue any remedies against you

until your obligations to us are satisfied in full. The guarantors waive, to the extent permitted by applicable law, all notices or demands of any kind to which they may otherwise be entitled, consent to any extension or modification granted by us to you and to any settlement we reach with you, without changing their obligations under the guarantee

3. **Liabilities Upon Default.** We may pursue all remedies available under the law against you. We may also declare the principal loan amount to be immediately due and payable. A default includes any default under a material term of the Franchise Agreement, a sale or other transfer relating to the Franchised Business, and bankruptcy and insolvency related events. If we prevail against you or any guarantor in any dispute under the Loan, Security and Guarantee Agreement you must pay our reasonable attorney's fees. A default under the Loan, Security and Guarantee Agreement is a default under the Franchise Agreement and we may terminate the Franchise Agreement.

A copy of the Loan, Security and Guarantee Agreement is attached in Exhibit A-9 to this Disclosure Document. It is governed by the laws of the State of Washington. Any disputes under it will be resolved under the dispute resolution provisions in the Franchise Agreement. In certain circumstances for additional territories and at our sole discretion, we may defer your initial loan payments or offer escalating payments.

If you are a business entity, our loan to you must be guaranteed by those individuals who, directly or indirectly, own your equity interests. Guarantors become primary obligors under the Loan, Security and Guarantee Agreement and we may pursue payment from them without having to pursue payment from you. The Guarantee continues until all obligations under the Loan, Security and Guarantee Agreement have been satisfied. It will not be affected by your reorganization or any change in your financial condition you or that of the guarantors (including by way of insolvency, bankruptcy or receivership).

A charge of \$500.00 will be payable to us if you renegotiate any term of the loan agreement.

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

Except as listed below, Nurse Next Door Home Healthcare Services (USA) Inc. is not required to provide any assistance to you.

Franchisor's Assistance

Before the Franchised Business opens, we will:

- Designate a protected territory as defined in Item 12 (see Franchise Agreement Section 2(b), 2(e) and Schedule A);
- Provide you electronic access to our Manuals, as revised periodically, a copy of the table of contents of the Manuals is attached as Exhibit D to this disclosure document. Our Manuals have 984 pages, including attachments, and the Manuals are regularly updated. We continually update the Manuals to reflect revisions to our system, new products or services, and changes in our prescribed methods of operation. Under the terms of the Franchise Agreement, we are

- You may use your own branding and promotional material, however, you must submit it to us for its approval, which approval will not be unreasonably withheld or unduly delayed, and you do not use this branding and promotional material until such time as we give our prior written approval to the use of such branding and promotional material;
- You hereby acknowledge that we are the sole and exclusive owner of all copyrights and any and all branding and promotional material prepared by or on behalf of us or you and such materials will at all times remain our property; and
- You will invest the greater of \$1,000 or 2% of your monthly Gross Sales to a maximum requirement of \$2,000 into local marketing (including online).

General Branding Fund

You are required to contribute to our branding and promotion fund (the “**Fund**”) in an amount of 1% of your Gross Sales (the “**Branding Fee**”) (Franchise Agreement Section 9(c)). The purpose of the brand fund is to promote and enhance the brand across the system. The Fund is administered by us and will be used and spent on, without limitation, media costs, commissions, market research costs, creative and production costs, including, without limitation, the costs of creating promotions and artwork, printing costs and other costs relating to branding and promotional programs undertaken by us. We may administer programs of a local, regional or national nature. We are not required to spend any amount from the Fund, or any other source, on advertising in your Territory. You may not receive a proportionate benefit from our branding or promotion programs. We reserve the right to place and develop such branding and promotions and to market them as agents for and on your behalf, either directly in-house or through a branding agency retained or formed for such purpose. The Fund will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead (calculated on a fully allocated basis), if any, as we may incur in activities reasonably related to the administration or direction of the Fund and its branding programs (including, without limitation, conducting market research). Any corporately-owned franchise will have to contribute to the Fund in the same manner as other franchises. An unaudited statement of the operations of the Fund will be prepared annually and will be made available to you upon your request, the cost of such statement to be paid by the Fund. Funds not used in a particular year will be carried forward to future years. The Fund will not be used for advertising or marketing activities whose principal purpose is to solicit new franchises, but we reserve the right to include a notation in any advertisement or website indicating that franchises are available or a link to our franchising webpage. During the fiscal year ending September 30, ~~2023~~2024, the Fund was expended as follows:

Brand Development	66 <u>63</u> %
Online Strategies	12 <u>31</u> %
Administrative/Salaries	9 <u>15</u> %
R&D (e.g. market research)	13 <u>21</u> %
Total	100%

Regional Branding Cooperative

We, you or other franchisees may recommend the establishment of a regional branding cooperative for the purpose of branding and promotion, including the size of the region and the amount to be spent (a

“**Branding Cooperative**”). The Branding Cooperative will be mandatory for all franchises in the region, if 75% of the franchises in the region consent to it. We will administer the Branding Cooperative. We may dissolve the Branding Cooperative at any time. Each franchise will contribute their pro rata share (based on the number of franchises in the region) of actual costs. The number of franchisees in the region may change at any time; therefore, the amount you are required to contribute to the Branding Cooperative may change at any time. Any corporately-owned franchise within a Branding Cooperative region will be required to contribute in the same manner as other franchises in the region. The terms of a Branding Cooperative may or may not be in writing and we may or may not require annual financials for a particular Branding Cooperative. Any payments into a Branding Cooperative are in addition to payments you are required to make on account of local advertising and the General Branding Fund. In the event that one franchisee in the region represents more than 50% of all franchisees in that region, we will facilitate and approve an agreement that, at our discretion, is in the best interest of the region and each individual franchisee within that region. (Franchise Agreement Section 9(c)).

Pre-opening Branding and Promotion

You are required to spend \$7,000 on a pre-opening and opening promotional campaign for the Franchised Business during the period from at least 1 week immediately preceding the opening of the Franchised Business and until 3 weeks after the opening of the Franchised Business. These funds are paid to third party suppliers from whom you will purchase branding and promotion products and services and are typically not refundable. (Franchise Agreement Section 9(d)).

Franchise Advisory Council

Together with our affiliate Nurse Next Door Canada, there is a ~~franchise advisory council~~[Franchise Advisory Council](#) (“**FAC**”) composed of franchisees in both Canada and the United States and members of the Nurse Next Door leadership team. The purpose of the FAC is to discuss matters of importance to the future and growth of Nurse Next Door’s franchise system. We have the authority to change or dissolve the FAC. The FAC serves in an advisory capacity only. To be part of the FAC, Franchise Partners must meet requirements and qualifications contained within the operations manuals which may change from time to time.

Hardware, Software and Internet Connectivity

You must install and maintain a computer system that meets the functional requirements for utilizing the software we require, which currently is AlayaCare scheduling and attendance monitoring software and QuickBooks accounting software. There are no substitutes for AlayaCare. There are no substitutes for QuickBooks, except if you use different accounting software for your existing business, you may also use it for the Franchised Business, subject to our approval. If you use different accounting software, we will have no obligation to support you in the implementation, use, or compatibility of such alternate software, and you will bear all costs associated with the implementation, use or customization of the alternate software to ensure compatibility with our existing systems. We regularly evaluate our software functionality and may upgrade software and other technology to support efficiency within the system. We expect to transition to a new scheduling software, AlayaCare, in the coming months. You may incur costs associated with this move. We recommend you purchase a tablet laptop, printer, fax or scanner and a smartphone (i.e. iPhone, Android powered device) as well as any other computer supplies you may

Strategic Planning and Performance Management	2	0	Vancouver, British Columbia, Canada or Remote
Financial Planning and Management	2	0	Vancouver, British Columbia, Canada or Remote
Referral Source Sales System	3	0	Vancouver, British Columbia, Canada or Remote
Launch Strategy (One Page Plan)	2	0	Vancouver, British Columbia, Canada or Remote

Foundations Training Program

Prior to the opening of the Franchised Business, we will provide you with a Foundations Training Program, components of which may be conducted online and consists of a training course of up to 5 days duration at our corporate office, HeartQuarters, in Vancouver, British Columbia, Canada, or another location designated by us, covering all aspects of the Franchised Business. ~~Marika Svac, Operations Specialist~~ [Carla Morales, Onboarding Manager](#), is in charge of the Foundations Training Program. ~~Marika~~ [Carla](#) has been in this role since February, ~~2021~~ [2024](#) and has ~~over 6 years of experience~~ [been working for an affiliate's corporate Nurse Next Door® franchise since 2022](#). (See Item 2). Our training staff will include coaches and members of our leadership team under the direction of ~~Marika~~ [Carla](#). There is no minimum experience level required for any of our training staff. The training materials that we use consists of [a Franchise e-learning program](#), Google Sheets presentations and handouts corresponding to the various topics covered in the presentations.

Attendance is mandatory at the Foundations Training Program and it must be completed within 12 weeks of signing the Franchise Agreement. There is currently no charge for attendance at the Foundations Training Program by you. You are responsible for all travel and living expenses for your principal owner and any additional trainees and all wages payable to any trainee; no wages will be payable by us to any such trainee for any service rendered during the course of such training. We generally offer training every 8 to 12 weeks. Following the completion of our Franchise Opener “Countdown to Launch” (see below) and the Foundations Training Program to our satisfaction, you must commence operations of the Franchised Business within 30 days, unless otherwise agreed to in writing by us. If, in our opinion, you demonstrate an inability to effectively manage a Nurse Next Door® franchise, then we may terminate the Franchise Agreement.

Franchise Opener “Countdown to Launch”

Commencing immediately upon signing the Franchise Agreement, our team will guide you through our Franchise Opener “Countdown to Launch”, which will help you get your business ready for launch and prepare you for your Foundations Training Program. During the Franchise Opener you will have access to all materials relevant to operating your business. You will cover various pre-opening activities including acquiring appropriate insurance, setting up required technology, ordering marketing materials, getting your car wrapped, methods for determining billing and pay rates, recruiting, reviewing all manuals and more. The purpose of the Foundations Training Program is to reinforce the concepts outlined in the manuals and introduced during the Franchise Opener. The Franchise Opener typically lasts 4 to 10 weeks and can

Businesses in our absolute discretion upon terms acceptable to us but you do not have the right to acquire additional territories or Franchised Businesses.

You may not accept Clients from outside of your Territory unless expressly permitted by ~~the~~our Out-of-Territory Services Policy (a copy of which will be made available to you upon request). You are free to market within or outside your Territory, including use of direct marketing, internet or telemarketing, provided you perform such marketing in accordance with the standards set by us. A client is deemed to be within the territory where his or her permanent home address is located, subject to certain exceptions as outlined in the Manuals. See Sections 2(b) and 2(e) of the Franchise Agreement.

Other franchisees may also service clients in your territory if you do not wish to service the client, you are unable to service the client due to pending licensure application or do not have adequate staff at the time of the clients' inquiry.

If we open any company-owned locations in the United States, we may have to pay you commercially reasonable compensation for soliciting or accepting orders inside the Territory in certain circumstances, as set out in the Out-of-Territory Services Policy. Likewise, other franchisees may have to pay commercially reasonable compensation to you, and vice versa, as set out in same Out-of-Territory Services Policy.

We will settle all territorial disputes between franchisees, in our sole discretion, in accordance with our policies and procedures, and Out-of-Territory Services Policy per our operations Manual.

If you fail to meet the Minimum Performance Requirements or are not otherwise operating in full compliance with the Franchise Agreement, we have the right, in our sole discretion, in addition to or in substitution of any other rights under the Franchise Agreement, to reduce or eliminate the protected Territory or to operate or grant to others the right to operate a Franchised Business within the former Territory. See Sections 2(c) and 6 of the Franchise Agreement. The current Minimum Performance Requirements are:

- (i) one hundred and twenty-five thousand (\$125,000) dollars of Gross Sales in the first twelve (12) month period following the Start Date;
- (ii) two hundred and twenty-five thousand (\$225,000) dollars of Gross Sales in the second twelve (12) month period following the Start Date;
- (iii) three hundred and twenty-five thousand (\$325,000) dollars of Gross Sales in the third twelve (12) month period following the Start Date;
- (iv) four hundred and twenty-five thousand (\$425,000) dollars of Gross Sales in the fourth twelve (12) month period following the Start Date
- (v) five hundred and twenty-five thousand (\$525,000) dollars of Gross Sales in the fifth twelve (12) month period following Start Date;
- (vi) five hundred and twenty-five thousand (\$525,000) dollars of Gross Sales in each twelve (12) month period thereafter (including such periods during any Renewal Term) plus a compound annual increase in

that are part of the System. While Nurse Next Door Corporate claims copyrights in these and similar items, it has not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the Franchised Business and you must stop using them if we direct you to do so.

We know of no effective determinations of the U.S. Copyright Office or any court regarding any of the copyrighted materials. Our right to use or license copyrighted items is not materially limited by any agreement or known infringing use, except that we license certain copyrights and proprietary information from Nurse Next Door Corporate for use in the United States under the terms of the License and Services Agreement referenced in Item 13. If the License and Services Agreement is terminated, you may be required to stop using the copyrights and other proprietary information, or your Franchise Agreement may be assigned to Nurse Next Door Corporate, at its option.

Nurse Next Door Corporate also intends to sell to, and license back from, DRC certain copyrights and proprietary information under the terms of the agreement between Nurse Next Door Corporate and DRC referenced in Item 13.

Nurse Next Door Corporate has developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques and know-how, knowledge of, and experience in, operating a Franchised Business. These trade secrets and other confidential information will be provided to you during our Franchise Opener “Countdown to Launch” and the Foundations Training Program, in the Manuals and as a result of the assistance furnished to you during the term of the Franchise Agreement. You may only use the trade secrets and other confidential information for the purpose of operating your Franchised Business. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the Franchised Business. You are responsible for enforcing the confidentiality provisions as to your employees.

Certain individuals with access to trade secrets or other confidential information, including your owners (and members of their immediate families and households), corporate, limited liability company and limited partnership directors, managers, general partners, officers and your operations managers and other employees may be required to sign a non-disclosure, non-solicitation and non-competition agreement in a form the same as or similar to the Non-Disclosure Agreement in Exhibit A-6 to this Disclosure Document. We will be a third-party beneficiary with the right to enforce those agreements.

All ideas, concepts, techniques or materials concerning the franchised business and/or the System, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be our sole and exclusive property and a part of the System that we may choose to adopt and/or disclose to other franchisees, and you agree to assign to us all right, title and interest in any intellectual property so developed without any compensation to you. Likewise, we will disclose to you concepts and developments of other franchisees that are made part of the System. You must also assist us in obtaining intellectual property rights in any concept or development if requested.

Your use of the Manuals, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in Item 17.

a. Length of the franchise term	Section 4(a)	The Initial Term is 5 years after the Start Date.
b. Renewal or extension of the term	Sections 4(b), (c)	Subject to (17c.), one additional 5 year term for your Franchise Agreement. If you fail to meet any one of the conditions in (17c.) below, we may refuse to renew or extend the term of your Franchise Agreement.
c. Requirements for franchisee to renew or extend	Section 4(b)	You may renew your Franchise Agreement for one additional 5 year term, if you: (i) give us timely notification; (ii) are not in default of any provision of any license for the Franchised Business; (iii) have not committed 2 or more defaults in the past 24 months whether or not timely cured; (iv) timely execute our then-current Franchise Agreement and an addendum to our-then current Franchise Agreement in a form the same or similar to the Addendum (To Franchise Agreement Upon Renewal) attached in Exhibit A-12 of this Disclosure Document, which may contain materially different terms and conditions and identifying those provisions of the Franchise Agreement that are not applicable upon renewal; (v) pay a renewal fee; and (vi) sign a general release in a form the same as or similar to the General Release in Exhibit A-5 to this Disclosure Document; and (vii) at our discretion attend additional training.
d. Termination by franchisee	Not applicable	Subject to state law.
e. Termination by franchisor without cause	Not applicable	If you don't renew, the Franchise Agreement will terminate at expiration of Term.
f. Termination by franchisor with cause	Section 16	We may terminate the Franchise Agreement only upon the happening of an event of termination or upon the default under the terms of another franchise agreement within our System. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
g. "Cause" defined – curable defaults	Sections 1, 16	Cause for termination that may be cured is violation of any provision of the Franchise Agreement, except for those that are non-curable or that are not reasonably susceptible to cure. Under the cross-default provision, cause to terminate the Franchise Agreement also includes any circumstance that would give rise to a terminable default under any other franchise agreement between us or our affiliate and you or an entity that is majority-owned by one or more of your owners if you are an entity.
h. "Cause" defined – non-curable defaults	Sections 16(a)(ii)(1)	Non-curable defaults: (i) failure to timely commence or satisfactorily complete our Franchise Opener "Countdown to Launch" or the Foundations Training Program; (ii) Franchised Business is not open 30 days after completion of our Franchise Opener "Countdown to Launch" and the Foundations Training Program or by the Start Date, as applicable; (iii) failure to either obtain all permits, certificates or licenses by the first day of the sixth calendar month following the Effective Date or diligently pursue licenses as reasonably determined by us; or

approval of transfer by franchisee	14(a)	(17k.) above without our prior written consent.
m. Conditions for franchisor approval of transfer	Section 14(a)	We will consent to a transfer if: (i) you have provided us with 3 months advanced written notice; (ii) we have not exercised our right of first refusal; (iii) we have approved the transferee; (iv) you are not in default under the Franchise Agreement; (v) all obligations owed to us are paid; (vi) you have delivered to us a release; (vii) you have delivered a written Assignment of Franchise Agreement in a form the same as or similar to the form attached in Exhibit A-10 of this Disclosure Document and an Addendum (To Franchise Agreement Upon Assignment) in a form the same as or similar to the form attached in Exhibit A-11 of this Disclosure Document, or, at our option, the transferee has entered into our then-current franchise agreement and such other documents required to be executed in the granting of a franchise; (viii) the transferee will have provided us such guarantees as we may request; (ix) the transferee will have completed training to our satisfaction; (x) we have the right to disclose to the transferee revenue reports and other financial information concerning the Franchised Business; (xi) the transferee will have submitted to us a business plan satisfactory to us; (xii) the purchase price to be paid by the transferee is reasonable in the circumstances; and (xiii) you pay a transfer fee of \$7,500 if selling to an existing franchise partner or \$15,000 if selling to a purchaser outside of the Nurse Next Door system, of which \$7,500 will be payable upon your declaration of an intent to sell the Franchised Business. We also permit assignments by an individual franchisees to a company controlled by them, assignments between existing owners of franchisees that are companies, and transfers from one controlled company to another controlled company, all subject to certain conditions set out in the Franchise Agreement.
	Section 8 of Assignment of Franchise Agreement	We may arbitrarily withhold consent.
	Section 4 of Addendum (To Franchise Agreement Upon Assignment)	We will also adjust the minimum performance requirements under the Franchise Agreement to reflect your past performance.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 14(b)	We may match an offer for your Franchised Business or an ownership interest you propose to sell.
o. Franchisor's	Section	Except as described in (17n.) above, we do not have the right

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

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

We make the following historic financial performance representations about subsets of our existing franchised territories:

GROSS SALES BY TERRITORY

Gross Sales For Months 1 – 12

Chart 1 below illustrates Gross Sales for the twelve (12) month period from month one (1) to month twelve (12) for territories that were in operation twelve (12) months or longer on September 30, ~~2023~~2024. It includes a territory’s Gross Sales from its first twelve (12) months of operation regardless of how long the territory has been in operation. Therefore, the data for a particular territory may be for a year prior to ~~2023~~2024.

Chart 1

Number of Franchised Territories	Highest Gross Sales for Months 1-12	Avg. Gross Sales for Months 1-12	Median Gross Sales for Months 1-12	Lowest Gross Sales for Months 1-12	% of Franchised Territories Meeting or Exceeding Average	Number of Franchised Territories Meeting or Exceeding Average
15 <u>33</u>	\$771,306	\$229,588 <u>228,014</u>	\$170,513 <u>140,181</u>	\$43,433 <u>0</u>	33 <u>30</u> %	5 <u>10</u>
Number of Franchised Territories	Highest Gross Sales for Month 12	Avg. Gross Sales for Month 12	Median Gross Sales for Month 12	Lowest Gross Sales for Month 12	% of Franchised Territories Meeting or Exceeding Average	Number of Franchised Territories Meeting or Exceeding Average
15 <u>33</u>	\$143,446	\$40,795 <u>38,861</u>	\$28,672 <u>29,043</u>	\$0	33 <u>35</u> %	5 <u>11</u>

As of September 30, ~~2023~~2024, we had a total of ~~seventy-four~~seventy-three (~~74~~73) territories operating. Chart 1 does not include information for ~~fifteen~~thirteen (~~15~~13) territories that had not been in business or

have performance obligations for twelve (12) months or longer. ~~It also does not include twenty-seven (27) territories that were the second or third units of franchisees who bought multiple units at the same time. The performance obligations for each of these second and third units were delayed in order to ensure the franchisee could focus its efforts on its first unit. These second units will be reflected in future year performance representations, once their performance obligations come online.~~ In order to reflect changes in the industry, such as the impact of COVID-19 and a changing economic and regulatory environment, as well as changes in the Nurse Next Door system, Chart 1 also does not include ~~eight~~thirteen (~~8~~13) territories that began operations prior to ~~June~~October 1, ~~2018~~2020. In our view, these changes mean that franchisee performance from ~~2018~~2020 and earlier is not reflective of what is likely to occur today. Chart 1 does include ~~nine~~seven (~~9~~7) territories that were operated by different franchisees during the first three (3) years. It does not include data from territories that ceased operations during the relevant period. ~~One hundred and twenty-eight~~Thirty-six (~~128~~36) territories ceased operations during the relevant period, including ~~thirty-four~~ (~~34~~)fifteen (15) territories that ceased operations in their first twelve (12) months of operations.

Gross Sales for Months 13 – 24

Chart 2 below illustrates Gross Sales for the twelve (12) month period from month thirteen (13) to month twenty-four (24) for territories that were in operation twenty-four (24) months or longer on September 30, ~~2023~~2024. It includes a territory’s Gross Sales from its second twelve (12) months of operation regardless of how long the territory has been in operation. Therefore, the data for a particular territory may be for a year prior to ~~2023~~2024.

Chart 2

Number of Franchised Territories	Highest Gross Sales for Months 13-24	Avg. Gross Sales for Months 13-24	Median Gross Sales for Months 13-24	Lowest Gross Sales for Months 13-24	% of Franchised Territories Attaining Over Meeting or Exceeding Average	Number of Franchised Territories Meeting or Exceeding Average
12 <u>13</u>	\$840,772 <u>2,134,807</u>	\$380,494 <u>651,298</u>	\$321,877 <u>496,995</u>	\$37,779 <u>0</u>	42 <u>38</u> %	5
Number of Franchised Territories	Highest Gross Sales for Month 24	Avg. Gross Sales for Month 24	Median Gross Sales for Month 24	Lowest Gross Sales for Month 24	% of Franchised Territories Meeting or Exceeding Average	Number of Franchised Territories Meeting or Exceeding Average
12 <u>13</u>	\$66,899 <u>217,242</u>	\$32,115 <u>63,333</u>	\$32,827 <u>48,463</u>	\$50 <u>0</u>	50 <u>31</u> %	6 <u>4</u>

As of September 30, ~~2023~~2024, we had a total of ~~seventy-four~~seventy-three (~~74~~73) territories operating. Chart 2 does not include information for ~~forty-five~~forty (~~45~~40) territories that had not been in business or

[have performance obligations](#) for twenty-four (24) months or longer. In order to reflect changes in the industry, such as the impact of COVID-19 and a changing economic and regulatory environment, as well as changes in the Nurse Next Door system, Chart 2 also does not include ~~eight~~thirteen (~~8~~13) territories that began operations prior to ~~June~~October 1, ~~2018~~2020. In our view, these changes mean that franchisee performance from ~~2018~~2020 and earlier is not reflective of what is likely to occur today. Chart 2 does include ~~five~~seven (~~5~~7) territories that were operated by different franchisees during the first three (3) years. ~~One hundred and twenty-eight~~Thirty-six (~~128~~36) territories ceased operations during the relevant period, including ~~thirty-four~~ (~~34~~)fifteen (15) territories that ceased operations in their first twelve (12) months of operations.

Gross Sales for Months 25 – 36

Chart 3 below illustrates Gross Sales for the twelve (12) month period from month twenty-five (25) to month thirty-six (36) for territories that were in operation thirty-six (36) months or longer on September 30, ~~2023~~2024. It includes a territory’s Gross Sales from its third twelve (12) months of operation regardless of how long the territory has been in operation. Therefore, the data for a particular territory may be for a year prior to ~~2023~~2024.

Chart 3

Number of Franchised Territories	Highest Gross Sales for Months 25-36	Avg. Gross Sales for Months 1-25-36	Median Gross Sales for Months 25-36	Lowest Gross Sales for Months 25-36	% of Franchised Territories Attaining Over Meeting or Exceeding Average	Number of Franchised Territories Meeting or Exceeding Average
7 <u>3</u>	\$577,332 <u>1,621,974</u>	\$377,837 <u>1,248,753</u>	\$413,293 <u>1,614,948</u>	\$103,409 <u>509,338</u>	57 <u>67</u> %	42 <u>51</u>
Number of Franchised Territories	Highest Gross Sales for Month 36	Avg. Gross Sales for Month 36	Median Gross Sales for Month 36	Lowest Gross Sales for Month 36	% of Franchised Territories Meeting or Exceeding Average	Number of Franchised Territories Meeting or Exceeding Average
7 <u>3</u>	\$53,477 <u>188,978</u>	\$30,319 <u>119,422</u>	\$32,230 <u>102,682</u>	\$9,107 <u>66,606</u>	57 <u>33</u> %	51 <u>51</u>

As of September 30, ~~2023~~2024, we had a total of ~~seventy-four~~seventy-three (~~74~~73) territories operating. Chart 3 does not include information for fifty (50) territories that had not been in business [or have performance obligations](#) for thirty-six (36) months or longer. In order to reflect changes in the industry, such as the impact of COVID-19 and a changing economic and regulatory environment, as well as changes in the Nurse Next Door system, Chart 3 also does not include ~~eight~~thirteen (~~8~~13) territories that began operations prior to ~~June~~October 1, ~~2018~~2020. In our view, these changes mean that franchisee performance

from ~~2018~~2020 and earlier is not reflective of what is likely to occur today. Chart 3 does include ~~nine~~seven (~~9~~7) territories that were operated by different franchisees during the first three (3) years. ~~One hundred and twenty-eight~~Thirty-six (~~128~~36) territories ceased operations during the relevant period, including ~~thirty-four~~ (~~34~~)fifteen (15) territories that ceased operations in their first twelve (12) months of operations.

Average Gross Sales Per Client For Twelfth Month Of Operation

As of September 30, ~~2023~~2024, the “average Gross Sales per client per month” for franchise businesses during their twelfth month of operation was \$~~3,004~~3,188. The “median Gross Sales per client per month” for this same month was \$~~2,394~~2,939. The “high Gross Sales per client per month” for this same month was \$~~7,114~~6,052. The “low Gross Sales per client per month” for this same month was \$~~51~~1,105.

There has been no material change to the information provided in this Item 19 due to COVID-19.

Admonitions And Other Information

The figures were compiled from data received from the franchisees using a centralized scheduling system of reporting. The data received from franchisees was not prepared in according with general accepted accounting principles.

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

Written substantiation for the financial performance representations will be made available to you upon reasonable request.

Gross Sales means all sales generated by a franchisee’s business and includes fees for any services sold by franchisees, and all other income related to a franchisee’s business. Gross Sales does not include any sales tax that a franchisee collects from customers and pays to any taxing authority. Gross Sales also does not include the amount of any refund or credit given in good faith by a franchisee in respect of any services, or products returned or exchanged by a customer, provided that the original selling price was included in Gross Sales.

These figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your Nurse Next Door business. Franchisees or former franchisees, listed in this disclosure document, may be one source of this information.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting our President and Chief Executive Officer, Cathy Thorpe, at Suite 300 – 1788 West 5th Avenue, Vancouver,

British Columbia V6J 1P2, 604-228-4357; the Federal Trade Commission; and the appropriate state regulatory agencies..

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Unless otherwise indicated, all numbers are as of September 30 each year.

Table No. 1
System-wide Outlet Summary
For Years ~~2021~~2022 to ~~2023~~2024 and Period Ending September 30, ~~2023~~2024

Outlet Type	Year	Outlets Open at Start of Year	Outlets Open at End of Year/Period	Net Change
Franchised	2021	30	33	+3
<u>Franchised</u>	2022	33	50	+17
	2023	50	74	+24
Company-Owned	2021	0 <u>74</u>	0 <u>73</u>	0 <u>-1</u>
<u>Company Owned</u>	2022	0	0	0
	2023	0	0	0
Total	2021 <u>2024</u>	30 <u>0</u>	33 <u>0</u>	+3 <u>0</u>
<u>Total</u>	2022	33	50	+17
	2023	50	74	+24
	<u>2024</u>	<u>74</u>	<u>73</u>	<u>-1</u>

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years ~~2021~~2022 to ~~2023~~2024 and Period Ended September 30th, ~~2023~~2024

State	Year	Number of Transfers
<u>Arizona</u>	<u>2022</u>	<u>2</u>
Arizona	2021 <u>2023</u>	0
	2022 <u>2024</u>	2
<u>California</u>	2023 <u>2022</u>	0
Indiana	2021 <u>2023</u>	0
	<u>2024</u>	<u>3</u>
<u>Indiana</u>	2022	1
	2023	0
Nevada	2021 <u>2024</u>	0
<u>Nevada</u>	2022	3
	2023	0
Texas	2021 <u>2024</u>	0
<u>Texas</u>	2022	4
	2023	0
Utah	2021 <u>2024</u>	0
<u>Utah</u>	2022	0
	2023	1
	<u>2024</u>	<u>0</u>
<u>Virginia</u>	<u>2022</u>	<u>0</u>
Total	2021 <u>2023</u>	0
	<u>2024</u>	<u>1</u>
<u>Total</u>	2022	10
	2023	1

	2024	6
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Table No. 3
Status of Franchised Outlets
For Years ~~2021~~2022 to ~~2023~~2024 and Period Ending September 30, ~~2023~~2024

State	Year	Outlets Open at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations – Other Reasons	Outlets Open at End of Year/Period
Arizona	2021	0	2	0	0	0	0	2
<u>Arizona</u>	2022	2	0	0	0	0	0	2
	2023	2	3	0	0	0	0	5
California	2021 2024	95	50	20	0	0	01	124
<u>California</u>	2022	12	2	0	0	0	0	14
	2023	14	9	0	0	0	2	21
Colorado	2021 2024	021	17	01	0	0	0	127
<u>Colorado</u>	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	1	0
Florida	2021 2024	10	1	10	0	0	0	1
<u>Florida</u>	2022	1	5	1	0	0	0	5
	2023	5	2	0	0	0	0	7
Idaho	2021 2024	17	02	10	0	0	07	02
<u>Georgia</u>	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2023 2024	0	1	0	0	0	0	1
Illinois <u>Idaho</u>	2021 2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
<u>Illinois</u>	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	1	1
Indiana	2021 2024	1	0	0	0	0	0	1

State	Year	Outlets Open at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations – Other Reasons	Outlets Open at End of Year/Period
	<u>024</u>							
<u>Indiana</u>	2022	1	0	0	0	0	0	1
	2023	1	2	0	0	0	0	3
Iowa	2021 <u>2024</u>	0 <u>3</u>	1 <u>0</u>	0 <u>2</u>	0	0	0	1
<u>Iowa</u>	2022	1	0	1	0	0	0	0
	2023	0	0	0	0	0	0	0
	2021 <u>2024</u>	0 <u>0</u>	0 <u>0</u>	1 <u>0</u>	0	0	0	0
Massachusetts	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Minnesota	2021 <u>2024</u>	0 <u>0</u>	0 <u>0</u>	0 <u>0</u>	0	0	0	0
<u>Minnesota</u>	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
Missouri	2021 <u>2024</u>	0 <u>1</u>	0	0	0	0	0	0 <u>1</u>
<u>Missouri</u>	2022	0	1	0	0	0	0	1
	2023	1	0	1	0	0	0	0
Nebraska	2021 <u>2024</u>	0 <u>0</u>	2 <u>0</u>	0	0	0	0	2 <u>0</u>
<u>Nebraska</u>	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Nevada	2021 <u>2024</u>	0 <u>2</u>	1 <u>0</u>	0	0	0	0	1 <u>2</u>
<u>Nevada</u>	2022	1	0	0	0	0	0	1
	2023	1	2	0	0	0	0	3
New Mexico	2021 <u>2024</u>	0 <u>3</u>	0	0	0	0	0	0 <u>3</u>
<u>New Mexico</u>	2022	0	2	0	0	0	2	0
	2023	0	0	0	0	0	0	0
North Carolina	2021 <u>2024</u>	2 <u>0</u>	0	1 <u>0</u>	0	0	0	1 <u>0</u>
<u>North Carolina</u>	2022	1	1	0	0	0	0	2
	2023	2	0 <u>1</u>	0	0	0	0	2 <u>3</u>

State	Year	Outlets Open at Start of Year	Outlets Opened	Terminations	Non-Renewals	Re-acquired by Franchisor	Ceased Operations – Other Reasons	Outlets Open at End of Year/Period
Pennsylvania	2021 2024	0 3	0 2	0	0	0	0	0 5
<u>Pennsylvania</u>	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2
South Carolina	2021 2024	1 2	1 0	0	0	0	0	2
<u>South Carolina</u>	2022	2	0	0	0	0	0	2
	2023	2	2	0	0	0	0	4
Tennessee	2021 2024	1 4	0	1 0	0	0	0 2	0 2
<u>Tennessee</u>	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Texas	2021 2024	6 0	1 0	0	0	0	0	7 0
<u>Texas</u>	2022	7	8	0	0	0	0	15
	2023	15	3	0	0	0	0	18
Virginia	2021 2024	6 18	0	4 5	0	0	0	2 13
<u>Utah</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Virginia</u>	2022	2	0	0	0	0	0	2
	2023	2	3 <u>2</u>	1	0	0	0	4 <u>3</u>
Wisconsin	2021 2024	1 3	0 1	1 0	0 1	0	0	0 3
<u>Washington</u>	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Wisconsin</u>	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total	2021 2023	3 0	1 5	1 2	0	0	0	3 0
	2022 2024	3 3	1 1	1 0	0	0	3 0	5 0
<u>Total</u>	<u>2022</u>	<u>33</u>	<u>21</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>50</u>
	2023	50	30	2	0	0	4	74
	<u>2024</u>	<u>74</u>	<u>18</u>	<u>8</u>	<u>1</u>	<u>0</u>	<u>10</u>	<u>73</u>

Table No. 4
Status of Company-Owned Outlets
For Years ~~2021~~2022 to ~~2023~~2024 and Period Ending September 30th, ~~2023~~2024

State	Year	Outlets Open at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets Open at End of Year/Period
All States	2021 2022	0	0	0	0	0	0
	2022 2023	0	0	0	0	0	0
	2023 2024	0	0	0	0	0	0
Total	2021 2022	0	0	0	0	0	0
	2022 2023	0	0	0	0	0	0
	2023 2024	0	0	0	0	0	0

Table No. 5
Projected Openings as of ~~December 7,~~
2023 November 29, 2024

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona <u>California</u>	1 <u>3</u>	3 <u>2</u>	0
California	14	9	0
Colorado <u>Connecticut</u>	1	1 <u>0</u>	0
Delaware	1	1	0
Florida	11	6	0
Georgia	1	1	0
Idaho <u>Florida</u>	1 <u>2</u>	2	0
Kansas	1	1	0
Louisiana	2	1	0
Maryland	6	4	0
Nevada <u>Maryland</u>	2	0	0
Massachusetts <u>Missouri</u>	1	1 <u>0</u>	0
Michigan	1	1	0
Minnesota	1	0	0
Montana	1	1	0
Missouri <u>Oregon</u>	1	1	0
New York	1	1	0
North Carolina	3	1	0
Pennsylvania <u>Texas</u>	1	1	0
South Carolina	2	0	0
Texas	2	3	0
Utah	2	1	0
Virginia	3	0	0
Washington <u>Virginia</u>	4 <u>2</u>	2	0
Wisconsin <u>Totals</u>	11 <u>13</u>	18 <u>18</u>	0

Total:	65	43	0
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* Of the ~~65~~13 Franchise Agreements Signed But Outlet Not Opened, we anticipate that ~~34~~5 of these outlets will be opened by March 31, ~~2024~~2025.

The name of each of our current franchisees, including those who have signed Franchise Agreements but are not yet open, and the address and telephone number of each of their outlets as of the end of our last fiscal year (unless another date is stated on the list) is attached as Exhibit C to this Disclosure Document. The name and last known city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee within the most recently completed fiscal year who has transferred an outlet or had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document is attached as Exhibit C to this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

We are not currently aware of any trademark-specific franchisee organization associated with our franchise system.

ITEM 21. FINANCIAL STATEMENTS

Our fiscal year end is September 30. Exhibit B to this disclosure document contains our audited financial statements for our fiscal years ended September 30, ~~2021, September 30, 2022,~~ September 30, 2023, September 30, 2024.

ITEM 22. CONTRACTS

Exhibit A to this Disclosure Document contains all proposed agreements regarding this franchise offering. Those agreements are as follows:

- A-1 FRANCHISE AGREEMENT, WITH PERSONAL GUARANTY
- A-2 CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIRECTORY LISTINGS
- ~~STATE SPECIFIC~~A-3 STATE-SPECIFIC ADDENDA/AMENDMENTS
- A-4 FINAL DISCLOSURE QUESTIONNAIRE
- A-5 GENERAL RELEASE
- A-6 NON-DISCLOSURE AGREEMENT
- A-7 TERMINATION AGREEMENT AND RELEASE OF CLAIMS
- A-8 DEPOSIT AGREEMENT (FINAL INTERVIEW DAY)

~~DEPOSIT AGREEMENT~~

- [A-9](#) LOAN, SECURITY AND GUARANTEE AGREEMENT
- [A-10](#) ASSIGNMENT OF FRANCHISE AGREEMENT
- [A-11](#) ADDENDUM (TO FRANCHISE AGREEMENT UPON ASSIGNMENT)
- [A-12](#) ADDENDUM (TO FRANCHISE AGREEMENT UPON RENEWAL)
- [A-13](#) BUSINESS ASSOCIATE AGREEMENT
- [A-14](#) ACH FORM
- [A-15](#) PERFORMANCE DELAY ADDENDUM
- [A-16](#) NOTICE OF INTENT TO SELL – NON-OPERATIONAL FRANCHISE

ITEM 23. RECEIPTS

Please see Exhibit F to this disclosure document for receipt pages for confirming your receipt of this disclosure document. Please sign and date both, return one to us and retain one for your records.

Exhibit A-1
Franchise Agreement

FRANCHISE AGREEMENT

This franchise agreement (the “**Agreement**”) made this [Day] day of [Month] [Year]

BETWEEN:

NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA) INC., a corporation incorporated under the laws of Washington, with an office located at Suite 300 – 1788 West 5th Avenue, Vancouver, BC, Canada, V6J 1P2, [email: legal@nursenextdoor.com](mailto:legal@nursenextdoor.com)

(the “**Franchisor**”)

AND:

[NAME OF FRANCHISEE]
[123 Main Street
Anytown, State, USA
12345]

(the “**Franchisee**”)

AND:

[NAME OF INDIVIDUAL]
[123 Main Street
Anytown, State, USA
12345]

(the “**Principal**”)

WHEREAS:

- A.** The Franchisor has developed a system identified and distinguished by valuable formats, formulas, procedures, information, knowledge and practices used to provide non-medical care and skilled nursing services to clients with varying needs within their home and supplemental healthcare staffing to institutional clients, such as hospitals, retirement facilities and clinics, as well as providing ancillary and related services using the Nurse Next Door ® business system (the “**System**”);
- B.** The Franchisor has the right to use certain proprietary interests, trademarks, trade names and logos to identify for the public the source of goods and services marketed thereunder and to represent to the public high and uniform standards of quality, appearance and service;

- (c) Territorial Restrictions. The Franchisee shall not accept Clients from outside of its Territory unless expressly permitted by the Out-of-Territory Services Policy.

Should any dispute arise between franchisees regarding the servicing of Clients, such disputes will be settled in the Franchisor's sole discretion in accordance with the Manuals, including final and binding determination of any compensation or amounts owing by one franchisee to another. Nothing in this Section 2(c) shall prevent the Franchisee from marketing outside of its Territory, including marketing within the territory of other franchisees in the System, provided that any such provision of marketing outside the Territory is directed only to Clients within Canada, is performed strictly in compliance with the policies and procedures established by the Franchisor in the Manuals and in accordance with all applicable laws .

- (d) Minimum Performance Requirements. The Franchisee's rights to operate within the granted Territory and under this Agreement are subject to its full compliance with all of the terms, conditions and provisions of this Agreement, including the minimum performance requirements set out in Section 6 of this Agreement. In the event the Franchisee fails to meet such minimum performance requirements or is not operating in full compliance with this Agreement, the Franchisor shall have the right, in addition to or in substitution of any other rights under this Agreement, to reduce or eliminate the Territory, operate or grant to others the right to operate a Franchised Business within the former Territory or to terminate this Agreement, at the Franchisor's sole and absolute discretion.

- (e) Title, Ownership Rights and Intellectual Property Rights. Subject to the non-exclusive right granted in Section 2(a) hereof, all rights, title, ownership rights and intellectual property rights in and to the System, including without limitation the rights to any goodwill, copyrights, patents, patentable subject-matter, proprietary software, the Marks, other business names, trade names and ~~trade marks~~, trademarks, trade secrets including customer lists, customer prospects lists, former customer lists, marketing methods and data and confidential information including such intellectual property developed by the Franchisee, the Franchisor or other third parties for use in the System, is the exclusive property of the Franchisor and will remain the exclusive property of the Franchisor. The Franchisee hereby transfers and assigns to the Franchisor any right, title, and interest to any intellectual property developed by, or that may be developed by, the Franchisee, or any third party on behalf of the Franchisee, and will take all other steps necessary to transfer and assign all right, title and interest to the Franchisor. No proprietary right, title or interest in or to the System is granted under this Agreement, nor will such right, title or interest transfer at any time to the Franchisee.

- (f) Opening of Franchised Business.

3. INITIAL FEE AND ROYALTIES

- (a) Initial Fee. In consideration of the Franchisee receiving the grant to operate the Franchised Business, the Franchisee shall pay to the Franchisor, upon the execution of this Agreement, an initial, non-recurring, non-refundable franchise fee in the amount of ~~sixty-eight~~seventy-two thousand (~~\$68,000~~\$72,000) dollars (the “**Initial Franchise Fee**”). The Initial Franchise Fee shall be deemed to be fully earned by the Franchisor upon its execution of this Agreement. The Franchisee shall not be entitled to a refund of any part of the Initial Franchise Fee, regardless of the date of expiration or termination of this Agreement, except as specifically provided in this Agreement.
- (b) Continuing Royalty. In return for the on-going rights and privileges granted to the Franchisee hereunder, the Franchisee shall pay to the Franchisor:
- (i) if the Franchisee operates the Franchised Business between the Effective Date and the Start Date, a royalty equal to five (5%) percent of monthly Gross Sales following the Effective Date; and
 - (ii) following the Start Date, a royalty equal to the greater of:
 - (1) five (5%) percent of Gross Sales; or
 - (2) during:
 - (A) the first twelve (12) month period following the Start Date of the Franchised Business, six thousand two hundred fifty (\$6,250) dollars;
 - (B) the second twelve (12) month period following the Start Date of the Franchised Business, eleven thousand two hundred fifty (\$11,250) dollars;
 - (C) the third twelve (12) month period following the Start Date of the Franchised Business, sixteen thousand two hundred fifty (\$16,250) dollars;
 - (D) the fourth twelve (12) month period following the Start Date of the Franchised Business, twenty-one thousand two hundred fifty (\$21,250) dollars;
 - (E) the fifth twelve (12) month period following the Start Date of the Franchised Business, twenty-six thousand two hundred fifty (\$26,250) dollars;
 - (F) each twelve (12) month period thereafter (including such periods during any Renewal Term, if any), twenty-six thousand two hundred fifty (\$26,250) dollars plus a compound annual increase of ten (10%) percent

of expiration or termination of this Agreement, except as otherwise specifically provided for herein.

- (e) Tailored Care Services. Once the ~~franchisee~~Franchisee has operated for 12 months; ~~has~~has achieved an operational excellence audit score of at least 80%; ~~and~~and reaches \$40,000 in monthly Gross Sales for six (6) consecutive months, the Franchisee may, provided they are in good standing with no outstanding defaults, and meet all prescribed procedures and pre-qualification criteria outlined in the Operations Manual, complete an Unbundled Declaration Form indicating ~~that the Franchisee wishes their wish~~to end its receipt of scheduling services in exchange for a 2% reduction ~~for~~in care services fees.

~~(f) Tailored Care Services. Once~~

- (f) ~~(g)~~ Local and Online Marketing. Beginning on the Start Date and continuing for each month thereafter, the Franchisee shall spend the greater of:

- (i) \$1,000; or
- (ii) 2% of monthly Gross Sales with a cap at \$2,000.00;

to be spent on local marketing initiatives. Such local marketing initiatives will not include costs associated with the Franchisee's motor vehicle which has been wrapped with the NURSE NEXT DOOR® brand, nor will it include costs relating to the wages or commissions of salespeople.

- (g) ~~(h)~~ Payments. Where any periodic payment is to be made by the Franchisee to the Franchisor under this Agreement, such payments shall be payable in arrears, unless otherwise indicated, on or before the fifteenth (15th) day of the month immediately following the month for which payment is being made using electronic funds transfer. Amounts payable under Section 3(b)(ii)(2), if any, shall be payable on or before the fifteenth (15th) day of the month immediately following the anniversary of the Start Date using electronic funds transfer. Any late payments shall bear interest at the Interest Rate. Electronic funds transfer are currently completed by automatic clearing house (ACH) payments. After signing this Agreement, the Franchisee shall immediately complete the Franchisor's ACH form and return it to the Franchisor.

4. TERM

- (a) Initial Term. This Agreement shall commence on the Effective Date. The initial term shall commence on the Start Date and shall expire on the fifth anniversary of the Start Date (the "**Initial Term**"), unless terminated sooner in accordance with the provisions of this Agreement.
- (b) Renewal. If the Franchisee has duly complied with all of the terms and conditions of this Agreement and all ancillary agreements and related agreements, the Franchisee shall have the right to renew this Agreement for an additional term of five (5) years (the "**Renewal Term**"), upon the following terms and conditions

SCHEDULE “C” – PERSONAL GUARANTY

See Attached

Exhibit A-2

Conditional Assignment of Telephone and Directory Listings

Exhibit A-3

State-Specific Addenda/Amendments

may be required to cease operations of the franchised business in California. This may result in the termination of your franchise and loss of your investment.

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 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.

Recital E of the Franchise Agreement is hereby deleted.

[Section 18 of the Franchise Agreement is hereby deleted.](#)

CALIFORNIA

HAWAII

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 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.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

HAWAII

MARYLAND

Item 5 and 7 of the Disclosure Document and Section 3 of the Franchise Agreement are amended to provide that all fees paid to the franchisor by the franchisee, including payments for goods and services received from the franchisor before the business opens, shall be deferred pending satisfaction of all of the franchisor's pre-opening obligations to the franchisee. Our pre-opening obligations under the Franchise Agreement are completed once you have completed our Franchise Opener "Countdown to Launch" program and attended our Foundations Training Program.

Any provision of the Disclosure Document or in the Franchising Agreement requiring that you sign a general release as a condition of renewal, sale and assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law, to the extent required by this law.

Any representation requiring you 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 liability incurred under the Maryland Franchise Registration and Disclosure Law. The Franchise Agreement is amended accordingly to the extent required by law.

Any provision of the Disclosure Document or in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

You may sue us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

All representations made in the Final Disclosure Questionnaire (Attachment A) 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.

[Recital E of the Franchise Agreement is hereby deleted.](#)

[Section 17\(a\)\(viii\) of the Franchise Agreement is hereby deleted.](#)

[Section 18 of the Franchise Agreement is hereby deleted.](#)

MARYLAND

Exhibit A-4

Final Disclosure Questionnaire



Nurse Next Door™

home care services

FINAL DISCLOSURE QUESTIONNAIRE

As you know, Nurse Next Door Home Healthcare Services (USA) Inc. (the “Franchisor”) and you are preparing to enter into a franchise agreement (the “Franchise Agreement”) for the operation of a NURSE NEXT DOOR® franchise (the “Franchised Business”). Please review each of the following questions carefully and provide honest and complete responses to each question.

[California, Maryland and Washington franchisees should not complete this Questionnaire. A California, Maryland or Washington franchisee who resides in the state or whose franchise will be located within the state. If any California franchisee completes this Questionnaire, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Questionnaire.]

[Please do not sign if the franchisee is a Maryland resident or if the franchised business will be located within the State of Maryland.]

1. Have you received and personally reviewed the Franchise Agreement and each exhibit attached to it?

Tick one: Yes _____ No _____

2. Do you understand all of the information contained in the Franchise Agreement and each exhibit attached to it?

Tick one: Yes _____ No _____

If no, what parts of the Franchise Agreement do you not understand? (attach additional pages, if necessary)

3. Have you received the Franchise Agreement you are to execute with all the blanks completed?

Exhibit A-5

General Release

Nurse Next Door Home Healthcare Services (USA) Inc.

A-5 General Release

14540679v95.079821.00002

Exhibit A-6

Non-Disclosure Agreement

Exhibit [A-7](#)

Termination Agreement and Release of Claims

Exhibit A-8
Deposit Agreement



Nurse Next Door™

home care services

FINAL INTERVIEW DAY DEPOSIT AGREEMENT

Name: **[NAME]**

Address: **[Address]**

(the “**Applicant**”)

1. The Applicant, personally and on behalf of a corporation, limited liability company or other entity to be formed by the Applicant, is requesting certain disclosure documentation and are participating in interviews as part of a good faith effort to evaluate the purchase of a Nurse Next Door ® franchise from Nurse Next Door Home Healthcare Services, (USA) Inc. (the “**Company**”), upon substantially the same terms and conditions as are set forth below and in the Company’s standard form of Franchise Agreement.

2. The Company has asked the Applicant to make a refundable deposit in the amount of Two Thousand Five-Hundred (\$2,500) Dollars (the “**Deposit**”). Following Nurse Next Door’s Final Interview Day, the Applicant will be invited to an awarding call. If either party declines the Franchise on the Awarding call the Deposit shall be fully refundable. Should the Applicant decide not to move forward after the awarding call, the Deposit amount will not be refunded.

3. The Applicant encloses with this Agreement a certified check payable to Nurse Next Door Home Healthcare Services (USA) Inc. in the amount of the Deposit, or has otherwise paid the Deposit to the Company. It is understood that if a Franchise Agreement is entered into between the Company and the Applicant, or a corporation, limited liability company or other entity to be formed by the Applicant, the Deposit will be credited towards payment of the initial franchise fee under the Franchise Agreement, without interest or deduction.

4. The initial franchise fee will be ~~Sixty-Eight~~Seventy-Two Thousand Dollars (~~\$68,000~~72,000) plus applicable taxes, of which the Deposit will form a part, and the balance of which, namely, the sum of ~~Sixty-Five~~Sixty-Nine Thousand Five Hundred Dollars (~~\$65,500.00~~69,500.00) plus all applicable taxes on the whole of the initial franchise fee, will be paid by the Applicant to the Company concurrently with the execution of the Franchise Agreement by the Applicant. The initial franchise fee will be deemed to be fully earned by the

Exhibit [A-9](#)

Loan, Security and Guarantee Agreement

Exhibit [A-10](#)

Assignment of Franchise Agreement

Exhibit [A-11](#)

Addendum (To Franchise Agreement Upon Assignment)

Exhibit [A-12](#)

Addendum (To Franchise Agreement Upon Renewal)

Exhibit A-13

Business Associate Agreement

Exhibit A-[14](#)

ACH Form

Exhibit ~~A~~-15

Performance Delay Addendum

Exhibit A-16

Notice of Intent to Sell – Non-Operational Franchise

CURRENT FRANCHISEES

Franchised Units Operational as of ~~December 7, 2023~~ November 29, 2024

State	Territory	Address	Company Name	Phone Numbers
Arizona	Scottsdale North	911 S Wayne Drive 737 E. Nighthawk Way Chandler, Phoenix AZ, - USA 8522585048	REHOBOTH HOME-CARE 24X7, LLCKILDARE & BARBARA CLARKE	(408) 758-8858 (602) 793- 0309578-6530
Arizona	Scottsdale South	911 S Wayne Drive 737 E. Nighthawk Way Chandler, Phoenix AZ, - USA 8522585048	REHOBOTH HOME-CARE 24X7, LLCKILDARE & BARBARA CLARKE	408) 758-8858 (602) 793-0309 578-6530
Arizona	Mesa East	3090 E Lynx Pl Chandler, AZ, USA 85249 -	GILEAD HOME-HEALTH 24/7 CARE-LLC	408-758-8858
Arizona	Oro Valley	5035 W Pheasant St Tucson, Arizona 85742	ORALE MANAGEMENT GROUP LLC	5203609151 <u>(520) 360-9151</u>
Arizona	Tucson South	5035 W Pheasant St Tucson, Arizona 85742	ORALE MANAGEMENT GROUP LLC	<u>(520) 360-9151</u> 5203609151
California	Fresno North	1740 E Shepherd Ave 2420 S. VITA CERTOSA DR. #113 Fresno FRESNO, CA, USA 9372093727	N/A <u>RBH CARE SERVICES LLC</u>	((559) 405-8942261-55 49
<u>California</u>	<u>Fresno South</u>	<u>2420 S. VITA CERTOSA DR. FRESNO, CA, USA 93727</u>	<u>RBH CARE SERVICES LLC</u>	<u>(559) 261-5549</u> =
California	Palo Alto	30699 Tidewater Drive Union City, California 94587	N/A <u>GOLDEN CARE ENTERPRISES</u>	(925) 640-4064
California	San Mateo	269 S Sonrisa St. Mountain House, CA, USA 95391	N/A <u>ICARE Inc.</u>	(408) 780-6545
<u>California</u>	<u>Mission Viejo</u>	<u>116 Alexa Ct, 116 Alexa Ct California 95762</u>	<u>FARMER HOME CARE GROUP LLC</u>	<u>(415) 235-3694 (415) 235-3694</u> =
California	Santa Ana	951 Montelena Ct	Jeet Care Inc.	(559-430-6091)

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
		Livingston, CA, USA 95334		430-6091
California	Santa Clara	30699 Tidewater Drive Union City, California 94587	N/A GOLDEN CARE ENTERPRISES	(925) 640-4064
California	Santa Monica	5903 N Sycamore Ave Fresno, CA, USA 93723	Golden State Care Services Inc.	
California	Berkeley	3930 Tamworth Court, Dublin, CA 94568	N&D Ghuman, Inc.	(925) 640-9909
California	Napa	3624 E Island CT Elk Grove, California, USA 95758	D12 CARE SERVICES LLC	916-607-5283 916-955-4943
California	Santa Rosa	3624 E Island CT Elk Grove, California, USA 95758	D12 CARE SERVICES LLC	916-607-5283 916-955-4943
California	Auburn	3624 E Island CT Elk Grove, California, USA 95758	D12 CARE SERVICES LLC	916-607-5283 916-955-4943
California	Chula Vista	1240 India Street Unit 2402 San Diego, CA, USA 92101	Bama Street Investments LLC	(702) 285-3259
California	East San Diego	1240 India Street Unit 2402 San Diego, CA, USA 92101	Bama Street Investments LLC	(702) 285-3259
California	Elk Grove	6832 Salvatera Circle Elk Grove, CA 95757	KMK Care Enterprises Inc.	916-524-7020
California	Fremont	954 Orange Blossom Ave Manteca, CA, USA 95337	JSM Care LLC	209 620 4554
California	La Jolla	1240 India Street Unit 2402 San Diego, CA, USA 92101	Bama Street Investments LLC	(702) 285-3259
California	Manteca, Brentwood and Tracey	6832 Salvatera Circle Elk Grove, CA, USA 95757	JSM LLC	209-756-0948
California	Pleasanton	3930 Tamworth Court, Dublin, CA 94568	N&D Ghuman, Inc.	(925) 640-9910

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
California	Sacramento	6832 Salvaterra Circle Elk Grove, CA, USA 95757	KMK Care Enterprises Inc.	916 524 7020
California	San Jose	951 Montelena Ct Livingston, CA, USA 95334	Jeet Care Inc.	559 430 6091
<u>California</u>	<u>Calabasas</u>	<u>1930 West Parkside Avenue</u> <u>Burbank, California</u> <u>91506</u>	<u>ANCECAPA GROUP LLC</u> =	<u>(760) 707-6175</u> =
<u>California</u>	<u>Simi Valley</u>	<u>1930 West Parkside Avenue</u> <u>Burbank, California</u> <u>91506</u>	<u>ANCECAPA GROUP LLC</u> =	<u>(760) 707-6175</u> =
California	South San Diego	1240 India Street Unit 2402 San Diego, CA, USA 92101	Bama Street Investments LLC	(702) 285-3259
California	Walnut Creek	3930 Tamworth Court, Dublin, CA 94568	N&D Ghuman, Inc.	(925) 640-9911
Florida <u>California</u>	North Port <u>Madera</u>	7630 Tralee Way Brandenton <u>3462</u> Hepburn Circle Florida <u>USA</u> <u>Stockton,</u> <u>California</u> 3420 <u>295209</u>	Sonder Connect <u>G W & ASSOCIATES HOME CARE LLC</u>	<u>209 566 5758</u> (916) 519-0190
Florida <u>California</u>	Orlando Central <u>Turlock</u>	3462 Hepburn Circle Stockton, California 8851 US Highway 19 N, Pinellas Park, Florida, USA 33782 <u>295209</u>	Sipp Healthcare <u>G W & ASSOCIATES HOME CARE LLC</u>	<u>209 566 5758</u> (917)- 601-4893
Florida <u>Colorado</u>	Coral Springs <u>Thornton</u>	<u>9816 Hannibal Ct</u> <u>Commerce City,</u> <u>Colorado</u> 561 SW 30th Terrace Fort Lauderdale, FL, USA 33312 <u>80022</u>	N/A <u>Jusdor Inc.</u>	(954)- <u>770-2190303</u> <u>261 7148</u>
Florida	<u>Hollywood</u> <u>Pi</u> <u>nellas Park</u>	<u>3111 West Pearl Avenue</u> <u>Tampa, Florida</u> 561 SW 30th Terrace Fort Lauderdale, FL, USA 33312 <u>33611</u>	N/A <u>BRIMOTHY LLC</u>	<u>(330) 232-1313</u> (954)330 <u>770-2190617-29</u> <u>66</u>
Florida	Orlando	8851 US Highway 19-	Sipp-	<u>(330) 232-1313</u>

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
	North St. <u>Petersburg</u>	N, <u>3111 West Pearl Avenue</u> Pinellas Park <u>Tampa,</u> Florida, USA <u>3378233611</u>	Healthcare <u>BRIMOTHY</u> LLC	917(330) <u>601-4893617-29</u> <u>66</u>
Florida	Orlando- West	8851 US Highway 19 N, Pinellas Park, Florida, USA 33782	Sipp Healthcare LLC	917) 601-4893
<u>Georgia</u> Florida	Venice <u>Eagle</u> <u>'s Landing</u>	7630 Tralee <u>San 8</u> <u>Eastbrook</u> Way <u>Brampton, Ontario</u> Brandenton, Florida- USA <u>34202L6P 1K3</u>	Sonder- <u>Connect</u> <u>Caredome</u> LLC	(916)- <u>519-0190647-88</u> <u>5-8129</u>
Illinois	Urbana	405 S Glover Ave Urbana, IL, USA 61802	Elizabeth Riddle	(217) 377-2456
Idaho	Coeur D'alene	5927 N Pinegrove Dr, Coeur d'Alene Idaho 83815	HEARTS AT HOME LLC	(360) 536-5432
Indiana <u>Idaho</u>	Fishers <u>Boise</u>	<u>1440 Seabiscuit</u> 1702 N Rural <u>Kayesville</u> Indianapolis, IN, USA <u>4621884037</u>	SUPPORTING- ANGELS- <u>LLC</u> <u>FAMILY</u> <u>HELPING FAMILY</u> <u>CO</u>	(317)208) <u>778-4555308</u> <u>3601</u>
<u>Illinois</u>	<u>Urbana</u>	<u>405 S Glover Ave</u> <u>Urbana, IL, USA</u> <u>61802</u>	<u>Pockerdoor Enterprises</u> <u>LLC</u>	<u>(217) 377-2456</u>
Indiana	Fort Wayne	4611 N 616 West Huntington, IN USA 46750	Michael and Shaunna- <u>Minniek</u> <u>Guardian</u> <u>Consortium Group LLC</u>	(317) 650 8491
Indiana	Lawrence	1702 N Rural Street Indianapolis, IN, USA 46218	Boss Nurse LLC	(317) 778-4555
Minnesota	Minnetonka	19132 Ivanhoe Drive NW Elk River, MN, USA 55330	JAC Three PLLC	(952) 484 2179
Nebraska	Lincoln	920 Kingwood Ave Crete, NE, USA 68333	The Good Life Homecare, LLC	(402) 890-1584
Nebraska	Omaha	920 Kingwood Ave	The Good Life	(402) 890-1584

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
	South	Crete, NE, USA 68333	Homecare, LLC	
Nevada	Henderson	14820 CHECKERBLOOM DRIVE BAKERSFIELD, CA, USA 93314	Omega Associates LLC	(661) 363-3620
Nevada	Spring Valley	14820 CHECKERBLOOM DRIVE BAKERSFIELD, CA, USA 93314	Omega Associates LLC	(661) 363-3620
Nevada	Las Vegas West	14820 CHECKERBLOOM DRIVE BAKERSFIELD, CA, USA 93314	Omega ASSOCIATES LLC	661-363-3620
North Carolina	Raleigh North	249 River Hills Dr. Clayton, NC, USA 27527	Mary's Place Care Services, LLC	516-527-0205
North Carolina	Raleigh South	249 River Hills Dr. Clayton, NC, USA 27527	Mary's Place Care Services, LLC	516-527-0205
North Carolina	Kannapolis	2843 Donegal Drive Kannapolis, NC, USA 28081	TLC Group Associates LLC	=
North Carolina	Durham	1323 Afton Meadow Cary, NC, USA 27518	QueenLee Enterprises LLC	919 522 4519
North Carolina	Charlotte north	2843 Donegal Drive Kannapolis, NC, USA 28081	TLC Group Associates LLC	=
Pennsylvania	Malvern	1470 West Stonington Drive Downingtown, PA, USA 19335	GOR Innovations, LLC	2158068317
Pennsylvania	Kennett Square	1470 West Stonington Drive Downingtown, PA, USA 19335	GOR Innovations, LLC	2158068317
South	Greenville	136 INGLEOAK LANE	TruSign LLC	(864) 202-1213

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
Carolina		GREENVILLE, SC, USA 29615		
South Carolina	Myrtle Beach North	387 Hidden Cove Drive Little River, SC, USA 29566	McLaughlin Family- Enterprises LLC	-
South Carolina	Myrtle Beach South	387 Hidden Cove Drive Little River, SC, USA 29566	McLaughlin Family- Enterprises LLC	-
South Carolina	Rock Hill	1726 Fairtosh Drive Fort Mill, South Carolina 29715	Overcash Associates LLC	803-322-0364
Texas	Round Rock	31631 JOHLKE ROAD MAGNOLIA, TX, USA 77365	Care Next Door Services LLC	(805) 801-2045
Texas	Colleyville	3208 Saint James Place McKinney, TX, USA 75070-9435	Caring For Tejas LLC	N/A
Texas	Galveston	46 Indian wells drive, Manvel, Texas, USA 77578	VIVIS HOME INC	(561) 358-2625
Texas	Pasadena	46 Indian wells drive, Manvel, Texas, USA 77578	VIVIS HOME INC	(561) 358-2625
Texas	Cypress	31631 JOHLKE ROAD MAGNOLIA, TX, USA 77365	Care Next Door Services LLC	(805) 801-2045
Texas	Dallas North	52014 Cedar Mountain- Dr. McKinney, TX 75071	R&H Services LLC	512-496-8348
Texas	Dallas West	5201 Cedar Mountain- Dr, McKinney, TX, 75071	R&H Services LLC	(512) 496-8348
Texas	Fort Worth	5049 Edwards Ranch Road, 4th Floor, Fort Worth, TX 76107	Caring Talent Fort Worth LLC	817-528-0802
Texas	Frisco	3208 Saint James Place McKinney, TX, USA 75070-9435	Caring For Tejas LLC	N/A
Texas	Highland-Park	5201 Cedar Mountain Dr, McKinney, TX 75071	R&H Services LLC	512-496-8348

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
Texas	Houston Central	2018 Pecan Forest Ct Richmond, TX, USA 77406	Amanda Burke ANB Better Care LLC	(281) 467-4934
Texas	Katy	1115 Ivyvine Ct. Sugar Land, TX, USA 77479	Happier at Home Health Care Inc	(281) 948-2778
Texas	Kingwood	17350 STATE HWY 249 STE 220, HOUSTON, TX, USA 77064	FCM Group LLC	281-881-9453 281-661-0543 619-606-3315
Texas	Memorial	1115 Ivyvine Ct. Sugar Land, TX USA 77479	HAPPIER AT HOME HEALTH CARE INC.	(281) 947-2778
Texas	Pearland	27 Montecito Lane, Manvel, Texas, USA 77578	FCM Group LLC	281-881-9453 281-661-0543 619-606-3315
Texas	Sugarland	2018 Pecan Forest Ct Richmond, TX, USA 77406	Amanda Burke ANB Better Care LLC	(281) 467-4934
Texas	Weatherford	5212 NEW TIN TOP RD, WEATHERFORD, TEXAS, USA 76087	REDI Care Management LLC	(805) 801-2045
Texas	The Woodlands	31631 JOHLKE ROAD MAGNOLIA, TX, USA 77365	Care Next Door Services LLC	(805) 801-2045
Utah	Salt Lake City	1440 Seabiscuit Kayesville 84037	FAMILY HELPING FAMILY CO	(208) 308 3601 =
Virginia	Newport News	1570 Winthrope Dr., Newport News, VA, USA, 23602	K & CL, LLC	(704) 609-2523
Virginia	Fairfax	1652 Colonial Hills Dr McLean, Virginia 6031 Sweet Oak Ct Springfield, VA USA 2215222102	Aligned Angels Home Health Agency Golden Agers LLC	703-270-8387
Virginia	McLean	1652 Colonial Hills Dr McLean, Virginia 22102	Golden Agers LLC	703-270-8387
Virginia Washingt on	Chesapeake Spokane	5927 N Pinegrove Dr, Coeur d'Alene 1323 Afton- Meadow Idaho Cary, NC, USA	N/A HEARTS AT HOME LLC	(919)360 522-4519536-54 32

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
		2751883815		
Virginia <u>Wisconsin</u>	Richmond <u>Madison</u>	269 S Sonrisa St. Mountain House, CA, USA 2406 Islandview Dr Richmond, VA, USA, 2323395391	Carmot Services- LLC <u>CICARE Inc.</u>	804-716-7194 <u>(408) 780-6545</u>

Franchise Agreement Executed but Not Opened as of ~~December 7, 2023~~ November 29, 2024

State	Territory	Address	Company Name	Phone Numbers
Arizona	Mesa West	5024 FAIRCHILD ROAD REGINA, SK, CANADA S4W 0J7	N/A	306-209-7711
Arizona	Mesa East	3090 E Lynx Pl Chandler, Arizona 85249	Gilead Home Health 24/7 Care LLC	
California	Huntington Beach	19225 Pinto Way Apple Valley California, USA, 92308	N/A	(909) 894-6604
California	Milpitas	837 KALTHOFF COMMON LIVERMORE, CA, USA 94550	A & A ADVANCED CARE INC	1-925-444-5000 1-925-785-2000
California	Murrieta	1026 Edgar Ave, G Beaumont, CA, USA 92223	MERAKI CARE LLC	(951) 572 2634
California	Newport Beach	19225 Pinto Way Apple Valley California, USA, 92308	N/A	(909) 894-6604
California	Palm Desert	1026 Edgar Ave, G Beaumont, CA, USA 92223	MERAKI CARE LLC	(951) 572 2634
California	Rancho Cucamonga	19225 Pinto Way Apple Valley California, USA, 92308	N/A	(909) 894-6604
California	San Bernardino	19225 Pinto Way Apple Valley California, USA, 92308	N/A	(909) 894-6604
California	South Long Beach	19225 Pinto Way Apple Valley California, USA, 92308	N/A	(909) 894-6604
California	Sunnyvale	837 KALTHOFF COMMON LIVERMORE, CA, USA 94550	A & A ADVANCED CARE INC	1-925-444-5000 1-925-785-2000

State	Territory	Address	Company Name	Phone Numbers
California	Calabasas	1930 West Parkside Avenue Burbank, California 91506	ANCECAPA- GROUP LLC	(760) 707-6175
California	Simi Valley	1930 West Parkside Avenue Burbank, California 91506	ANCECAPA- GROUP LLC	(760) 707-6175
California Connecticut	Madera West Connecticut	9 Pine Tree Hill Rd Newtown, CT 3462 Hepburn Circle Stockton, California 9520906470	N/A	209-566-5758 209-566-5758
California	Turlock	3462 Hepburn Circle Stockton, California 95209	N/A	209-566-5758 209-566-5758
California	Mission Viejo	11552 Knott Street, Unit C11, Garden Grove 92841	N/A	(562) 732-366 661-445-3394
Colorado	Thornton	9816 Hannibal Ct Commerce City, Colorado 80022	N/A	303-261-7140 -
Delaware	South Delaware	24963 Cypress Drive Georgetown, Delaware, USA 19947	DELMARVA MEDICAL STAFFING, LLC	(207) 929-0576
Florida	Fort Lauderdale	1911 SW 82 Avenue Davie, FL, USA 33324	N/A	(786) 213-2473
Florida	Jacksonville South	893 Gleneyre Circle St Augustine, FL, USA 32092	Nakesh Grant & Leneal Powell	(708) 227-6253
Florida	Miami	1911 SW 82 Avenue Davie, FL, USA 33324	N/A	(786) 213-2474
Florida	St John's	893 Gleneyre Circle St Augustine, FL, USA 32092	Nakesh Grant & Leneal Powell	(708) 227-6253
Florida	Tampa Central	8851 US Highway 19 N, Pinellas Park, Florida, USA 33782	Aaron and Priya Sipp	917) 601-4893

State	Territory	Address	Company Name	Phone Numbers
Florida	ST-PETERSBURG	3111 West Pearl Avenue Tampa, Florida 33611	N/A - TIMOTHY- HEMBREE & BRET- FREEMAN	(330) 232-1313 - 3306172966
Florida	PINELLAS-PARK,	3111 West Pearl Avenue Tampa, Florida 33611	N/A - TIMOTHY- HEMBREE & BRET- FREEMAN	(330) 232-1313 - 3306172966
Florida	POMPANO BEACH	6643 NW 127th Ter Parkland, Florida 33076	N/A Crystal and Jeremy Adkins	(352) 262-9146 (352)262-9146
Florida	LAUDERDALE LAKES	6643 NW 127th Ter Parkland, Florida 33076	N/A Crystal and Jeremy Adkins	(352) 262-9146 (352)262-9146
Florida	PALM BEACHES	6643 NW 127th Ter Parkland, Florida 33076	N/A Crystal and Jeremy Adkins	(352) 262-9146 (352)262-9146
Florida	Naples	1911 SW 82 Avenue Davie, FL, USA 33324	N/A PATRICK EUSTACHE	786 213 2473
Georgia	Eagle's-Landing	2 Sanremo Ct Vaughan, Ontario L4H 1K5	N/A	647-885-8129 647-891-7627
Idaho	Boise	1440 Seabiscuit Kayesville 84037	N/A	(208) 308-3601 - - -
Kansas	Overland Park	Address: 4679 W Farm Rd 94 Springfield, MO 65803	N/A	940 655 4055
Louisiana	New Orleans South	4817 Wood Forest Dr. Marrero, Louisiana, USA 70072	Love All Home Care, LLC	(504) 628-9258
Louisiana	New Orleans West	4817 Wood Forest Dr. Marrero, Louisiana, USA 70072	Love All Home Care, LLC	(504) 628-9258

State	Territory	Address	Company Name	Phone Numbers
Maryland	Baltimore City West	1400 W Lombard St, Unit 636 Baltimore, MD, USA 21223	N/A	760-636-9077
Maryland	Parkville	1131 Elbank Ave Baltimore, MD 21239	Carol George	
Maryland	Prince George North	20913 Coronet Place Lexington Park, MD, USA 20653	Shellnice Hudson	(240) 431 7166
Maryland	Prince George South	20913 Coronet Place Lexington Park, MD, USA 20653	Shellnice Hudson	(240) 431 7166
Maryland	Salisbury	9 Cindy Lane Marmora, NJ 08223	Delmarva Medical Staffing LLC	
Maryland	Severn	1400 W Lombard St, Unit 636 Baltimore, MD, USA 21223	N/A	760-636-9077
Maryland	St Charles	20913 Coronet Place Lexington Park, MD, USA 20653	Shellnice Hudson	(240) 431 7166
Maryland	Greater Frederick	18259 Petworth Circle, Hagerstown MD 21740	N/A	443 721 4800
Massachusetts	Suffolk, Brookline	5 Bay Street Lowell, MA, USA 01854	N/A	(978) 996-3657
Michigan	Auburn Hills	957 Progress Ave Lincoln Park, MI, USA 48146	N/A	13134043699
Minnesota	Apple Valley	19132 Ivanhoe Drive NW Elk River, MN, USA 55330	JAC Three PLLC	(952) 484 2179
Missouri	Springfield	Address: 4679 W Farm Rd 94 Springfield, MO 65803	N/A	940 655 4055

State	Territory	Address	Company Name	Phone Numbers
Montana	Missoula	5927 N Pinegrove Dr Coeur d'Alene Idaho 83815	HEARTS AT HOME SPOKANE LLC	(360) 536-5432
Nevada	North Las Vegas	14820 CHECKERBLOOM DRIVE BAKERSFIELD, CA, USA 93314	Omega ASSOCIATES LLC	661-363-3620
Nevada	Paradise	14820 CHECKERBLOOM DRIVE BAKERSFIELD, CA, USA 93314	Omega ASSOCIATES LLC	661-363-3620
New York	Manhattan North	5024 FAIRCHILD ROAD REGINA, SK, CANADA S4W 0J7	N/A	06-209-7711
North-Carolina Oregon	Charlotte North Salem	24900 SW Shadown In Grand Ronde Salen, OR 23250 El Dorado Blvd Bonita Springs, FL, USA 34134 97347	N/A Devika Ram	19803301710
North Carolina	Durham	1323 Afton Meadow Cary, NC, USA 27518	N/A	(919) 522-4519
North Carolina	Kannapolis	23250 El Dorado Blvd Bonita Springs, FL, USA 34134	N/A	19803301710
Pennsylvania	Erie	104 Hillscres Ave Erie, PA, USA 16509	N/A	(814) 218-4905
South Carolina	Columbia East	164 Millhouse Lane Lexington, SC, USA 29072	Sharee Smalling-Leach & Lindon Leach	
South Carolina	Columbia West	164 Millhouse Lane Lexington, SC, USA 29072	Sharee Smalling-Leach & Lindon Leach	
Tennessee	Nashville South	4611 N 615 West Huntington, IN 46750	Guardian Consortium Group LLC	
Texas	De Soto	617 Buckboard St Ovilla, Texas 75154	Lisa Tibbs	

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
Texas	San Antonio West	46 Indian wells drive, Manvel, Texas, USA 77578	VIVIS HOME INC	(561) 358-2625
Texas	North San Antonio	2018 Pecan Forest Ct Richmond, TX, USA 77406	N/A AMANDA- BURKE ANB Better Care LLC	281 467 4934
Utah	St George	14820 Checkerbloom Drive Bakersfield, CA, USA 93314	N/A	(661)-363-3620
Utah	Salt Lake City	1440 Seabiscuit Kayesville 84037	N/A	(208)-308-3601
Virginia	Arlington	1101 Kennebac Oxon Hill, MD USA 20745	Branclyn Parish & Shahara Carter	
<u>Virginia</u>	<u>Chesapeake</u>	<u>1323 Afton Meadow Lane</u> <u>Cary, NC</u> <u>27518</u>	<u>Betty Hudley</u>	
<u>Virginia</u>	<u>Norfolk</u>	<u>2109 Des Moines Avenue</u> <u>Portsmouth, VA</u>	<u>Lician Johnson</u> <u>Edwards</u>	
Virginia	Springfield	580 Rue Guy Apt 14 Montreal, QC, Canada H3J 1T3	N/A	N/A
Virginia	Woodbridge	Apt 415-3535 South Ball St Arlington, VA, USA 22202	Carolyn Gibson	
Washington	Maple Valley	8190 Argyle St. Vancouver, BC, Canada V5P 3M1	N/A	(702)-788-2378
Washington	Spokane <u>Bellingham</u>	5927 N Pinegrove Dr Coeur d'Alene Idaho 83815	HEARTS AT HOME SPOKANE LLC	(360) 536-5432
<u>Washington</u>	<u>Maple Valley</u>	<u>22829 SE 239th CT</u> <u>Maple Valley, WA</u> <u>98038</u>	<u>N/A</u>	<u>(702) 788-2378</u>
Washington	Olympia	1440 Seabiscuit Kayesville 84037	N/A	(208) 308 3601

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

State	Territory	Address	Company Name	Phone Numbers
Washington	Bellingham	5927 N Pinegrove Dr Coeur d'Alene Idaho 83815 -	HEARTS AT HOME SPOKANE LLC	(360) 536-5432
Wisconsin	Madison	269 S Sonrisa St. Mountain House, CA, USA 95394	N/A	(408) 780-6545

Franchisees Who Left the System in Our Prior Fiscal Year

TRANSFERRED (~~1~~6)

State	Territory	Address	Company Name	Phone Numbers
Utah <u>Arizona</u>	Salt Lake City <u>Scottsdale North</u>	1440 Seabiscuit <u>911 S Wayne</u> <u>Drive Chandler,</u> <u>AZ, USA</u> Kayesville <u>85225</u> 84037	FAMILY HELPING FAMILY CO <u>REHOBOTH</u> <u>HOME CARE</u> <u>24X7, LLC</u>	<u>(408) 758 8858</u> (208)602 308- 3604 <u>793 0309</u>

CEASED OPERATIONS (4)

<u>State</u> Arizona	<u>Territory</u> Scottsdale South	<u>Address</u> 911 S Wayne Drive Chandler, AZ, USA 85225	<u>Company Name</u> REHOBOTH HOME CARE 24X7, LLC	<u>Phone Numbers</u> (408) 758 8858 (602) 793 0309
California	Fresno Fresno South	9577 S Zediker Ave Parlier, CA, USA 93648	H&M Home Care, LLC	(559) 405-8942
<u>California</u>	<u>Palo Alto</u>	<u>837 KALTHOFF CMN LIVERMORE, CA 94550</u>	<u>A&A Advanced Care Inc.</u>	<u>(925) 444-5000</u>
<u>California</u>	<u>Santa Clara</u>	<u>837 KALTHOFF CMN LIVERMORE, CA 94550</u>	<u>A&A Advanced Care Inc.</u>	<u>(925) 444-5000</u>
<u>Virginia</u>	<u>Fairfax</u>	<u>6031 Sweet Oak Ct Springfield, VA USA 22152</u>	<u>Aligned Angels Home Health Agency</u>	=

CEASED OPERATIONS (4)

<u>State</u>	<u>Territory</u>	<u>Address</u>	<u>Company Name</u>	<u>Phone Numbers</u>
California	Selma	9577 S Zediker Ave Parlier, CA, USA 93648	H&M Home Care, LLC	(559) 405-8942
Colorado <u>Arizona</u>	Denver <u>Mesa East</u> South	5115 E LLIFF AVENUE DENVER, CO, USA 80222	Nectar Donut Inc	(303) 886-3252
Illinois <u>South Carolina</u>	La Grange <u>Myrtle Beach North</u>	<u>387 Hidden Cove Drive Little River, SC 2624 Forestview Ave Brookfield, IL, USA 60513 29566</u>	Domingues Development Group Inc <u>McLaughlin Family Enterprises LLC</u>	N/A
<u>South Carolina</u>	<u>Myrtle Beach South</u>	<u>387 Hidden Cove Drive Little River, SC</u>	<u>McLaughlin Family Enterprises LLC</u>	

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

<u>State</u>	<u>Territory</u>	<u>Address</u>	<u>Company Name</u>	<u>Phone Numbers</u>
		<u>29566</u>		

TERMINATIONS OF OPERATIONAL UNITS (~~217~~)

State	Territory	Address	Company Name	Phone Numbers
<u>Florida</u>	<u>Coral Springs</u>	<u>561 SW 30th TER</u> <u>Fort Lauderdale, Florida</u> <u>33312</u>	<u>S&M Care</u> <u>Enterprises LLC</u>	
<u>Florida</u>	<u>Hollywood</u>	<u>561 SW 30th TER</u> <u>Fort Lauderdale, Florida</u> <u>33312</u>	<u>S&M Care</u> <u>Enterprises LLC</u>	
<u>Florida</u>	<u>North Port</u>	<u>1725 N Lavina St</u> <u>North Port, Florida</u> <u>34286</u>	<u>Sonder Connect LLC</u>	
<u>Florida</u>	<u>Orlando North</u>	<u>8851 US Highway 19 N,</u> <u>Pinellas Park, Florida, USA</u> <u>33782</u>	<u>Sipp Healthcare LLC</u>	<u>(917) 601-4893</u>
<u>Florida</u>	<u>Orlando West</u>	<u>8851 US Highway 19 N,</u> <u>Pinellas Park, Florida, USA</u> <u>33782</u>	<u>Sipp Healthcare LLC</u>	<u>(917) 601-4893</u>
<u>Florida</u>	<u>Orlando Central</u>	<u>8851 US Highway 19 N,</u> <u>Pinellas Park, Florida, USA</u> <u>33782</u>	<u>Sipp Healthcare LLC</u>	<u>(917) 601-4893</u>
<u>Florida</u>	<u>Venice</u>	<u>1725 N Lavina St</u> <u>North Port, Florida</u> <u>34286</u>	<u>Sonder Connect LLC</u>	
Virginia <u>Virginia</u> <u>a</u>	Melean <u>Richmond</u>	6000 Burdon Court—Apt 301 Alexandria <u>2406 Islandview Dr</u> <u>Richmond, VA, USA</u> , 23233 <u>22315</u>	N/A CHRISTINA- RUSSEY AND NERY- SALINAS <u>Carmot</u> <u>Services LLC</u>	1-321-272-9174 <u>04-716-7194</u>
Missou ri <u>Texas</u>	Liberty <u>Frisco</u>	1554 Dover Ct <u>3208 Saint James Place</u>	Coleman's Home Care- 4U <u>Caring For Tejas</u>	573-673-9715 <u>N/</u> <u>A</u>

Nurse Next Door Home Healthcare Services (USA) Inc.
Exhibit C – Current and Certain Former Franchisees

		Liberty, Missouri <u>McKinney, TX, USA</u> 64068 <u>75070-9435</u>	LLC	
<u>Texas</u>	<u>Highland Park</u>	<u>5201 Cedar Mountain Dr, McKinney, TX 75071</u>	<u>R&H Services LLC</u>	<u>512-496-8348</u>
<u>Texas</u>	<u>Colleyville</u>	<u>3208 Saint James Place McKinney, TX, USA 75070-9435</u>	<u>Caring For Tejas LLC</u>	<u>N/A</u>
<u>Texas</u>	<u>Dallas West</u>	<u>5201 Cedar Mountain Dr, McKinney, TX, 75071</u>	<u>R&H Services LLC</u>	<u>(512) 496-8348</u>
<u>Texas</u>	<u>Dallas North</u>	<u>52014 Cedar Mountain Dr, McKinney, TX 75071</u>	<u>R&H Services LLC</u>	<u>512-496-8348</u>
<u>Indiana</u>	<u>Lawrence</u>	<u>1702 N Rural Street Indianapolis, IN, USA 46218</u>	<u>Boss Nurse LLC</u>	<u>(317) 778-4555</u>
<u>Indiana</u>	<u>Fishers</u>	<u>1702 N Rural Indianapolis, IN, USA 46218</u>	<u>SUPPORTING ANGELS LLC</u>	<u>(317) 778-4555</u>

TERMINATIONS OF NON OPERATIONAL UNITS(82)

State	Territory	Address	Company Name	Phone Numbers
Oregon Colorado	Portland East Denver South	5115 E LLIFF AVENUE DENVER, CO, USA 8190 Argyle St. Vancouver, BC, Canada V5P 3M1 80222	Buckley Industrial Consulting Nectar Donut Inc	604-760-6859(303) 886-3252
Oregon Illinois	Portland North La Grange	2624 Forestview Ave Brookfield, IL, USA 8190 Argyle St. Vancouver, BC, Canada V5P 3M1 60513	Buckley Industrial Consulting Domingue s Development Group Inc	604-760-6859 N/A
Oregon	Portland South	8190 Argyle St. Vancouver, BC, Canada V5P 3M1	Buckley Industrial Consulting Inc	604-760-6859
Oregon	Portland West	8190 Argyle St. Vancouver, BC, Canada V5P 3M1	Buckley Industrial Consulting Inc	604-760-6859
Washington	Bellevue	8190 Argyle St. Vancouver, BC, Canada V5P 3M1	Buckley Industrial Consulting Inc	604-760-6859
Washington	Lynwood	8190 Argyle St. Vancouver, BC, Canada V5P 3M1	Buckley Industrial Consulting Inc	604-760-6859
Washington	Point Roberts/Bellingham	8190 Argyle St. Vancouver, BC, Canada V5P 3M1	Buckley Industrial Consulting Inc	604-760-6859
Washington	Renton	8190 Argyle St. Vancouver, BC, Canada V5P 3M1	Buckley Industrial Consulting Inc	604-760-6859

EXHIBIT F Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Nurse Next Door offers you a franchise, it must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

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

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the state agency listed on Exhibit E.

The franchise sellers for this offering are: Arif Abdulla, Alexander Mitchell, ~~Craig Dowling~~ Daire McAnallen, Varun Saini, Other. Their business address is #300 – 1788 West 5th Avenue, Vancouver, BC V6J 1P2. Their phone number is 604-228-4357.

Issuance Date: November ~~2729~~, 20232024

See Exhibit E for a list of registered agents authorized to receive service of process.

I received a Disclosure Document dated November ~~2729~~, 20232024 that included the following Exhibits:

- | | | |
|---|---|--|
| A | Contracts:
Franchise Agreement with attached Schedules

Conditional Assignment of Telephone and Directory Listings
State-Specific Addenda/Amendments
Final Disclosure Questionnaire

General Release
Non-Disclosure Agreement
Termination Agreement and Release of Claims
Deposit Agreement (Final Interview Day)
Loan, Security and Guarantee Agreement
Assignment of Franchise Agreement
Addendum (upon Assignment)
Addendum (upon Renewal)
Business Associate Agreement | ACH Form
Performance Delay Addendum
Notice of Intent - Non-Operational Franchise

B Audited Financial Statements for the years ended September 30, 20212022 , September 30, 20222023 and September 30, <u>20232024</u>

C Current and Certain Former Franchisees

D Manual Table of Contents

E State Regulatory Authorities and Agents for Service of Process in Certain States

F Receipts |
|---|---|--|

Keep this copy

Date of receipt (print)

Name (print)

Name of corporation, LLC or partnership (print)

Signature (individually or as an officer, member or partner of)

State of organization (print)

EXHIBIT F Receipt

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Nurse Next Door offers you a franchise, it must provide this Disclosure Document to you at least 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

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

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

If we do not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the state agency listed on Exhibit E.

The franchise sellers for this offering are: Arif Abdulla, Alexander Mitchell, ~~Craig Dowling~~ Daire McAnallen, Varun Saini, Other. Their business address is #300 – 1788 West 5th Avenue, Vancouver, BC V6J 1P2. Their phone number is 604-228-4357.

Issuance Date: November ~~2729~~, 20232024

See Exhibit E for a list of registered agents authorized to receive service of process.

I received a Disclosure Document dated November ~~2729~~, 20232024 that included the following Exhibits:

- | | | |
|---|---|--|
| A | Contracts:
Franchise Agreement with attached Schedules

Conditional Assignment of Telephone and Directory Listings
State-Specific Addenda/Amendments
Final Disclosure Questionnaire

General Release
Non-Disclosure Agreement
Termination Agreement and Release of Claims
Deposit Agreement (Final Interview Day)
Loan, Security and Guarantee Agreement
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|---|---|--|

Return this copy to us

Date of receipt (print)

Name (print)

Name of corporation, LLC or partnership (print)

Signature (individually or as an officer, member or partner of)

State of organization (print)

You may return the signed receipt to us by signing and dating it and emailing a copy to Nurse Next Door Home Healthcare Services (USA) Inc. at nixonlegal@nursenextdoor.com

Nurse Next Door Home Healthcare Services (USA) Inc.

Exhibit F – Receipts

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