

FRANCHISE DISCLOSURE DOCUMENT



Griswold International, LLC
A Delaware limited liability company
510 East Township Line Road, Suite 210
Blue Bell, Pennsylvania 19422
215-402-0200
www.GriswoldHomeCare.com
Franchising@GriswoldHomeCare.com

The franchise offered is for the establishment and operation of a “Griswold” business which provides carefully screened, trained, licensed, insured, bonded, and credentialed individuals to clients seeking “Caregivers” to provide personal care, homemaking, companion care, incidental transportation, and other ancillary/supportive services to older adults, and ill or disabled persons who need extra assistance with activities of daily living.

The total investment necessary to begin operation of a Griswold franchised business ranges from \$99,100 to \$177,100. This includes a total of \$49,500 to \$54,500 that must be paid to Griswold International, LLC or our affiliates.

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

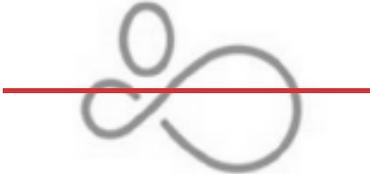
You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss availability of the Disclosure Document in different formats contact Lorraine Sheak, Lorraine@GriswoldHomeCare.com, at 510 East Township Line Road, Suite 210, Blue Bell, PA 19422 and 267- 776-4628.

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

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as “*A Consumer’s Guide to Buying a Franchise*,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP, or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources

MARK	REGISTRATION NUMBER	REGISTRATION DATE
GRISWOLD	5942145	December 24, 2019
	7368454	April 23, 2024
GRISWOLD HOME CARE	5942144	December 24, 2019
HEMOCARE ACADEMY	5854536	September 10, 2019
HEMOCARE ACADEMY	3459844	July 1, 2008
<i>GRISWOLD HEMOCARE (& Design)</i>	4326861	April 30, 2013
	5883843	October 15, 2019

We have also applied for the following [marks](#) which [are](#) currently pending on the Principal Register of the USPTO:

MARK	SERIAL NUMBER	FILING DATE
	97/592432	September 15, 2022
LIVE ASSURED	97/592429	September 15, 2022

We do not have a federal registration for the trademarks listed in the table immediately above. Therefore, these marks do not have as many legal benefits and rights as a federally registered trademark. If your right to use this trademark is challenged, you may have to change to an alternative trademark, which may increase

GRISWOLD HOME CARE®
FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the “Agreement”) is made and entered into on _____ (the “Effective Date”), by and between Griswold International, LLC, a Delaware limited liability company (“Franchisor” or “GHC”), and the adult individual(s) named on the signature page (“Franchisee”):

RECITALS

A. GHC has developed and continues to refine a proprietary business system (the “System”) for Franchisees to identify people in need of assistance and provide them with carefully screened, licensed, insured, bonded and credentialed individuals (“Caregivers”), who provide personal care, homemaking, companion care, incidental transportation, and other ancillary, supportive services (collectively, the “Caregiver Services”) to care recipients (“Care Recipients”). Franchisees also provide consultation to Clients and/or Care Recipients with respect to home care services consistent with the Business Model approved in the Franchisee’s Territory, and in accordance with applicable law; such identification, recruitment, placement, facilitation, and/or consultation comprise the Franchisee services (the “Franchisee Services”). Caregiver Services and Franchisee Services are referred to collectively as the Services (the “Services”).

B. GHC is the owner of certain rights and interests in and to the “GRISWOLD HOME CARE” name and such other trademarks, trade names, service marks, logos, insignia, trade dress, and designs now existing and which may be designated for use in the future (the “Marks”).

C. GHC grants qualified persons the right to open, own, and operate franchised businesses offering the Services and using the Systems and Marks within a designated territory (each, a “GHC Business”).

D. Franchisee desires to own and operate a Franchise and provide Franchisee Services under the Marks and the Systems in an identified geographic area under the terms and conditions of this Agreement.

E. Franchisee and GHC mutually acknowledge our shared commitment to promote the Marks and enhance customer goodwill toward the network of GHC Businesses operating under the Marks and System, by strengthening and growing the network of GHC Businesses operating under the Marks and System and dedicated to maintaining the dignity, comfort, safety, personal hygiene, well-being, and happiness of each and every Care Recipient we serve and by placing the highest quality professional Caregivers (the “Common Mission”). ~~GHC and Franchisee each acknowledge that the success of this Common Mission is dependent on GHC and our franchisees working together in a spirit of mutual respect and cooperation.~~ In furtherance of the Common Mission, the provisions of this Agreement are premised on the following guiding principles (the “Guiding Principles”): Franchisee should respect GHC’s ownership of the System, including the

**AMENDMENT TO GRISWOLD INTERNATIONAL, LLC'S FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MARYLAND**

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Griswold International, LLC Franchise Agreement, agree as follows:

1. Sections 13.2, 14.3.4, 14.4.2 and 14.9.6 of the Franchise Agreement shall be supplemented by the addition of the following language to the end of those respective Sections:

pursuant to Code of Maryland Regulations section 02.02.08.16L, any general release required of the franchisee as a condition of renewal, sale, assignment and/or transfer shall not apply to any release from liability under the Maryland Franchise Registration and Disclosure Law. The sections of this Agreement which contradict this Code provision are amended accordingly.

2. Section 19 of the Franchise Agreement shall be supplemented as follows:

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

3. Section 19.2 of the Franchise Agreement shall be supplemented as follows:

; provided, however, that franchisee may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law, which is not first subject to mediation under this agreement, in any court of competent jurisdiction in the State of Maryland.

4. The Franchise Agreement shall be supplemented by the addition of the following sub-section:

All representations requiring prospective franchisees to assent to a release, estoppels or waiver of liability are not intended to nor shall they act as a release, estoppels or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

- ~~5. Section 20 of the Franchise Agreement is hereby removed in its entirety.~~

- ~~6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.~~

- ~~5.7.~~ Each provision of this Amendment shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Maryland Franchise Registration and Disclosure Law are met independently without reference to this Amendment.

**ADDENDUM TO GRISWOLD INTERNATIONAL, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MARYLAND**

For franchises and franchisees subject to the Maryland Franchise Registration and Disclosure Law, the following information replaces or supplements, as the case may be, the corresponding disclosures in the text of the Griswold International, LLC Franchise Disclosure Document:

1. The following risk factor is added to the “Special Risks to Consider About This Franchise” page:

Financial Condition. The franchisor’s financial condition, as reflected in its financial statements (see Item 21), calls into question the franchisor’s financial ability to provide services and support to you.

2. The following is hereby added to the Franchise Disclosure Document:

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

2.3. Item 17. Item 17 of the FDD is amended to include the following disclosure:

The Franchise Agreement provides that Griswold International, LLC may terminate the agreement if you voluntarily or involuntarily file for bankruptcy, as described in the “Summary of Cause Defined” (provision (h.)). This provision may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101 et seq.).

Any general release signed as a condition to renewal, sale, assignment, or transfer of these agreements shall not release Franchisor from any liability imposed by the Maryland Franchise Registration and Disclosure Law.

Section 14-216(c)(25) of the Maryland Franchise Registration and Disclosure Law requires the franchisor to file an irrevocable consent to be sued in Maryland. Accordingly, the Summary of the Choice of Forum (provision (v.)) is amended to provide that you may file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction within the State of Maryland.

Section 14-227 of the Maryland Franchise Registration and Disclosure Law provides that any action brought under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

**ADDENDUM TO GRISWOLD INTERNATIONAL, LLC
FRANCHISE DISCLOSURE DOCUMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated there under by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Disclosure Document for Griswold International, LLC for use in the State of Minnesota shall be amended to include the following:

1. The following paragraph is added to the end of Item 13 (“Trademarks”):

Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g). Pursuant to Subd. 1(g), we are required to protect any rights which you have to use our trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2. The following paragraphs are added to the end of Item 17 (“Renewal, Termination, Transfer and Dispute Resolution”):

With respect to franchisees governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4, and 5 which require, except in certain specified cases, (1) that a franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Franchise Agreement, and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release. Accordingly, pursuant to Minn. Rule 2860.4400D, any general release of claims that you or a transferor may have against us or our shareholders, directors, employees and agents, including without limitation claims arising under federal, state, and local laws and regulations shall exclude claims you or a transferor may have under the Minnesota Franchise Law and the Rules and Regulations promulgated thereunder by the Commissioner of Commerce.

Minn. Stat. §80C.21 and Minn. Rule 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

3. Each provision of this Addendum to the Disclosure Document is effective only to the extent (with respect to each provision) that the Minnesota Franchises Law, or the Rules and Regulations promulgated thereunder by the Minnesota Commission of Commerce, would apply to your franchise, without reference to this Addendum.

4. 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 with the franchise.

**AMENDMENT TO GRISWOLD INTERNATIONAL, LLC
FRANCHISE AGREEMENT
REQUIRED BY THE STATE OF MINNESOTA**

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the parties to the attached Griswold International, LLC Franchise Agreement (the “Agreement”) agree as follows:

1. The following Section 8.6 is added to the end of Section 8, under the heading “Marks”:

8.6 Pursuant to Minnesota Stat. Sec. 80C.12, Subd. 1(g), GHC is required to protect any rights Franchisee may have to use GHC’s Marks or indemnify Franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

2. Section 14.3.4 of the Agreement, under the heading “Transfer and Assignment,” shall be deleted in its entirety and shall have no force or effect, and the following paragraph shall be inserted in lieu thereof:

Franchisee and all its Principals have executed a general release in favor of GHC, and in a form approved by GHC, as well as a standard form Confidentiality & Non-Competition Agreement, excluding only such claims as Franchisee may have that have arisen under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

3. Section 14 of the Agreement, under the heading “Transfer and Assignment,” shall be supplemented by the addition of the following Section:

MINNESOTA TRANSFER RIGHTS. Minnesota law provides franchisees with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires that consent to the transfer of the Franchise may not be unreasonably withheld.

4. Section 2 of the Agreement, under the heading “Term & Renewals,” shall be supplemented by the addition of the following:

MINNESOTA RENEWAL RIGHTS. Minnesota law provides franchisees with certain non-renewal rights. In sum, Minn. Stat. § 80C.14 (subd. 4) currently requires, except in certain specified cases, that a franchisee be given 180 days’ notice of non-renewal of the Franchise Agreement.

5. Section 15 of the Agreement, under the heading “Default and Termination” shall be supplemented by the following new Section:

MINNESOTA TERMINATION RIGHTS. Minnesota law provides franchisees with certain termination rights. In sum, Minn. Stat. § 80C.14 (subd. 3) currently requires, except in certain specified cases, that a franchisee be given 90 days’ notice of termination (with 60 days to cure).

6. Notwithstanding any other provision of this Agreement, Minn. Stat. § 80C.21 and Minn. Rule 2860.4400(J) prohibit GHC from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring Franchisee to consent to liquidated damages, termination penalties or judgment

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Exempt
Hawaii	Pending Registration
Illinois	Pending Registration Exempt
Indiana	Pending Registration Exempt
Maryland	Pending Registration
Michigan	June 4, 2023
Minnesota	Pending Registration
New York	Pending Registration Exempt
North Dakota	Pending Registration <u>April 22, 2024</u>
Rhode Island	Pending Registration
Virginia	Pending Registration Exempt
Washington	Pending Registration Exempt
Wisconsin	Pending Registration <u>April 18, 2024</u>

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.