

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 ~~\$119,115~~119,286 to ~~\$215,600~~217,210. This includes \$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 29, 2024~~December 5, 2025

TABLE OF CONTENTS

Item 1. The Franchisor and any Parents, Predecessors and Affiliates.....	1
Item 2. Business Experience.....	6
Item 3. Litigation.....	89
Item 4. Bankruptcy.....	10
Item 5. Initial Fees.....	10
Item 6. Other Fees.....	1213
Item 7. Estimated Initial Investment.....	20
Item 8. Restrictions on Sources of Products and Services.....	26
Item 9. Franchisee's Obligations.....	28
Item 10. Financing.....	29
Item 11. Franchisor's Assistance, Advertising, Computer Systems and Training.....	31
Item 12. Territory.....	38
Item 13. Trademarks.....	40
Item 14. Patents, Copyrights and Proprietary Information.....	42
Item 15. Obligation to Participate in the Actual Operation of the Franchise Business.....	43
Item 16. Restrictions on What the Franchisee May Sell.....	43
Item 17. Renewal, Termination, Transfer and Dispute Resolution.....	44
Item 18. Public Figures.....	49
Item 19. Financial Performance Representations.....	49
Item 20. Outlets and Franchisee Information.....	53
Item 21. Financial Statements.....	58
Item 22. Contracts.....	58
Item 23. Receipts.....	59

EXHIBITS

EXHIBIT A

CONTRACTS

- A-1 FRANCHISE AGREEMENT, WITH PERSONAL GUARANTY
- A-2 CONDITIONAL ASSIGNMENT OF TELEPHONE AND DIRECTORY LISTINGS
- 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)
- 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

~~ITEM 1. THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES~~
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~~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 sub-franchisees may be directed to 1st floor, 10 Oxley Rd, Hawthorn – Mailing: PO Box 2327, Hawthorn VICTORIA 3122.

[Nurse Next Door Canada has also appointed a master franchisee for the opening and operation of sub-franchise locations in England. This master franchisee is Care More Franchising Limited and it operates from First Floor, Ridgeland House, 15 Carfax, Horsham, West Sussex RH12 1DY and is responsible for sub-franchise development in that territory.](#)

We subcontract certain services to our parent company, Nurse Next Door Corporate. We are solely responsible for performing all of our obligations under the terms of the Franchise Agreement and therefore, in the event of a breach of any terms of the Franchise Agreement, you are to contact us at our principal place of business, Suite 300 – 1788 West 5th Avenue, Vancouver, British Columbia V6J 1P2.

The Franchise

You will operate a business, using the Nurse Next Door® business system (the “**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 scope of home care services you are required to provide, as outlined in the Nurse Next Door® policy and procedure manual, includes skilled nursing care, respite care and personal support and companionship. Service offerings are designed to foster a client’s independence and may include meal preparation, light homemaking, transportation, personal support assistance with bathing, dressing and toileting, medication management and reminders, dementia care and general nursing services.

You will be required to provide both non-medical and skilled nursing services. We will grant you the right to operate providing only non-medical services for a period of up to two years, subject to your adhering to all non-medical services licensing requirements and regulations. Prior to the expiration of the two years while you are providing non-medical services, you must apply and diligently attempt to obtain a skilled nursing services license to become a Home Health Agency. The term of your Franchise Agreement will start once you have completed training and receive a license, medical or non-medical.

Depending on the State, you may need to hire a Registered Nurse (as supervising nurse) to oversee and supervise non-medical services. Additionally, to provide skilled nursing services as a Home Health Agency, you must employ Registered Nurses, Licensed Practical Nurses or Licensed Vocational Nurses. The professional nursing staff that you will employ must be in good standing and licensed with the Nursing State Board in your State. Each nurse’s license will be verified by you upon their hire and annually thereafter. Nursing staff will utilize their professional judgment and must follow the Standards of Nursing Practice as mandated by the applicable State Nursing Board. You and we may not interfere with the professional judgment of licensed caregivers. Your scope of authority over licensed and unlicensed caregivers is that of an employer, following employment standards and requirements within your state. This includes the setting of working hours, rates of pay, etc.

based on the current Minimum Performance Requirements of the Franchised Business at the time of the transfer.

We have in the past, and may in the future, offer area development franchises requiring the opening of a specific number of franchised units in particular territory under a specified timeline. These area development franchises are not currently sold under this or any other Disclosure Document. They are only available if their offer and sale is subject to an exemption under all applicable state and federal registration and disclosure laws.

General Description of the Market and Competition

Our services are not limited to any particular group, and we do not anticipate the business to be dependent on seasonal changes. You will generally face competition from home care agencies which range from independent companies through to national corporations, including those operated by healthcare systems and other franchised systems. You may encounter competition from other Nurse Next Door® franchisees.

Industry Specific Laws and Regulations

You must comply with all applicable federal, state and local laws and regulations, including, without limitation, the following industry specific laws and regulations.

Licensing

Most states and localities have licensing requirements for non-medical and skilled nursing (home health agencies), nurse staffing agencies and employment agencies. You are required to obtain and maintain all applicable licenses, permits, registrations, and certifications. There may be conditions for licensure. For example, certain jurisdictions may mandate that your principal owner, administrator or alternate administrator have a minimum level of education, hold a certain license, or have related work experience; certain jurisdictions may require payment of a fee; in some jurisdictions, you may also be required to obtain a Certificate of Need prior to applying for licensure and have a full-time registered nurse on staff. ~~We may require that you list us or our affiliate as a co-applicant on your license application.~~

In addition to the licensing requirements applicable to you, your staff may need to be licensed, registered and/or certified to perform certain services (“professional licensing”).

Many states impose screening requirements for the hiring of health care workers, including, but not limited to, background checks, fingerprinting, tuberculosis testing and drug testing, have regulations concerning employee and client health and safety, including, but not limited to, the offering of a Hepatitis B vaccination to every employee, and have specific record-keeping requirements (“health care industry requirements”).

You will also be required to have an office to operate your business. The State may allow you to operate from a residential setting or may require you to obtain commercial space. If the state allows you to operate from a residential setting, you must verify that local zoning laws permit the Franchised Business to be run out of a residential setting. There may be signage requirements mandated by the state.

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.~~

Franchisees are not permitted to participate in traditional Medicare or in any program that requires a Medicare provider number or billing through Medicare.

With prior review and written approval from Nurse Next Door, Franchisees may be allowed to participate in:

- Medicaid and Medicaid Waiver programs
- Medicare Advantage supplemental benefits programs if a Franchisee meets the following eligibility requirements:
 - Operating for a minimum of twelve (12) months.
 - Generating a minimum of Sixty Thousand Dollars (\$60,000.00 USD) per month in revenue.

Franchisees remain solely responsible for:

- Securing and maintaining all required licenses, accreditations, and certifications associated with participation in such programs.
- Meeting any operational, technology, or compliance obligations required by the relevant state, federal, or program authority.
- Bearing all related costs, including potential technology integration or compliance fees.

Approval to participate in these programs is at the sole discretion of the Franchisor, and conditions may be updated as required to protect the system or comply with regulatory changes.

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 Pharmasave Board <u>in Vancouver, British Columbia.</u>
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	Arif Abdulla is Vice-President of Global Franchise Development at Nurse Next Door Corporate, effective from November 2015.

Franchise Development	
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.
Veronica Tissera Vice-President, Corporate Franchises	Veronica Tissera is Vice President of Corporate Franchises at Nurse Next Door Corporate, effective from July 2016.
Kristy Maynes Vice-President, Sales	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.
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, Kantō region , Japan from September 2016 to August 2019.
Anne Rockingham Director of Clinical- Operations North America	Anne Rockingham is Director of Clinical Operations, North America at Nurse Next Door Corporate, effective from June 2015.
Alexander Mitchell Franchise Development- Manager	Alex Mitchell is Franchise Development Manager at Nurse Next Door Corporate, effective from January 2018.
Varun Saini Franchise Development Manager	Varun Saini is a Franchise Development Manager at Nurse Next Door Corporate , effective January 2024. Prior to this, Varun served as Franchise Development Coordinator at Nurse Next Corporate from January 2022 July 2019 to January 2024.
Daire McAnallen Franchise Development Manager	Daire McAnallen is a Franchise Development Manager at Nurse Next Door Corporate , effective from October 2024. Prior to this, Daire served as Franchise Development Coordinator at Nurse Next Door Corporate from December 2023 to October 2024. Daire also served as Intakes Specialist at Nurse Next Door Corporate from January 2020 to December 2023.

<p>Jack Parr Franchise Development Coordinator</p>	<p>Jack Parr is a Franchise Development Coordinator at Nurse Next Door Corporate, effective from October 2024. Prior to this, Jack served as Account Manager at TFG Financial Corp. in Vancouver, British Columbia from April 2023 to September 2024. Jack was also a ShiftleaderShift leader at Cactus Club Cafe in Vancouver, British Columbia from 2019 to 2024.</p>
<p>Kelly Quinn Director of People & Culture</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.</p>
<p>Nibeth Santa Maria Operations Specialist</p>	<p>Nibeth Santa Maria is Operations Specialist at Nurse Next Door, effective September 2022. Prior to this, Nibeth served as the People and Culture Specialist at Nurse Next Door Corporate from 2020 to 2022 and the People Experience Manager for our affiliate’s corporate franchise in Vancouver, British Columbia 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 Corporate, effective from October 2022. Prior to joining Nurse Next Door, Francis worked as Private Legal Practitioner at Reindorf Chambers, DLA PiperPiper-Africa, in Accra, Greater Accra Region, Ghana, Africa from August 2016 to September 2021.</p>
<p>Jenna Bradley Director of Finance</p>	<p>Jenna Bradley is Director of Finance at Nurse Next Door Professional Homecare Services Inc.Corporate, effective from February 2021. From December 2017 to January 2021, Jenna worked as Controller for Nurse Next Door Professional Homecare Services Inc.Corporate.</p>
<p>Carla Morales Onboarding Manager</p>	<p>Carla Morales is the onboarding Manager (Countdown to Launch Program) at Nurse Next Door Corporate, effective from February 2024. Prior to this role, Carla served as Intakes Specialist at Nurse Next Door Corporate from April 2023 to February 2024 and Care Services Specialist at Nurse Next Door Corporate from August 2022 to April, 2023. Carla worked as Pipeline Development Negotiator at Business Developer in Cochabamba, Cochabamba Department, Bolivia from June 2021 to March 2022. She worked as Legal Analyst Consultant at Orbis Compliance LLC in Cochabamba, Cochabamba Department, Bolivia from January 2020 to January 2021.</p>

Sam Harris
Franchise Development
Marketing Specialist

Sam Harris is a Franchise Development Marketing Specialist at Nurse Next Door Corporate, effective from October 2025. Prior to this, Sam worked as a Sales and Marketing Associate at CANZUS Consulting LTD. in Vancouver, British Columbia from May 2023 to July 2025. Sam was also a Risk Associate at Aritzia in Vancouver, British Columbia from June 2020 to August 2022.

ITEM 3. LITIGATION

Administrative Proceedings

Administrative Proceeding Before The Securities Commissioner Of Maryland, In The Matter Of Nurse Next Door Home Healthcare Services (USA), Inc., Case Number 2016-0835.

The Maryland Securities Commissioner (the “Commissioner”) alleged that we violated the disclosure provisions of the Maryland Franchise Registration and Disclosure Law, Md. Bus. Reg. Code Ann. §§14-201 et seq. (2015 Repl. Vol.) (the “Maryland Franchise Law”), in 2016, by directing all or a portion of the initial franchise fee paid by two Maryland franchisees into an escrow account in California and not deferring collection of those fees until we completed our pre-opening obligations under the franchise agreement and each franchisee was ready to begin operating, as was required under the terms of the Maryland addendum to the franchise agreement. On January 13, 2017, we entered into a Consent Order with the Commissioner, whereby the Commissioner concluded that we violated Section 14-230 of the Maryland Franchise Law and we represented that (a) we will immediately and permanently desist from the offer and sale of franchises in violation of the Maryland Franchise Law; (b) prior to the date of this Consent Order, we caused the franchise fees that were paid into the escrow account to be released to the two Maryland franchisees, without limitation or condition; and (c) the Consent Order would be ~~disclose~~disclosed under this Item 3.

Franchisee Claims and Counterclaims

In the Matter of The Commissioner of Financial Protection and Innovation v. Nurse Next Door Home Healthcare Services (USA) Inc.

In 2019, the Commissioner of the California Department of Financial Protection and Innovation (“Commissioner”) investigated the franchise sales and disclosure practices of Nurse Next Door in connection with the sale of certain franchises sold in 2017. The Commissioner concluded that Nurse Next Door had improperly shared a New York Times article about the earnings of a California franchisee during the sales process in at least one sale in California, which constituted an improper financial performance representation. On July 27, 2021, the Commissioner and Nurse Next Door entered into a consent order whereby Nurse Next Door stipulated to this violation, was ordered to desist and refrain from repeating this conduct, agreed to offer cancellation and a refund of the initial franchise fee to one active franchisee who purchased in 2017, obtain franchise training for salespeople and officers of the company, and pay a \$12,500 penalty to the Department of Financial Protection and Innovation.

~~Franchisee Claims And Counterclaims~~

~~Integrated Health Associates LLC v. Nurse Next Door Home Healthcare Services (USA), Inc., (JAMS Arbitration Reference No.1425032334, 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 intended to bring 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 noncompetition 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 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. Thereafter, Claimants refiled the lawsuit in arbitration, captioned Aaron Sipp, et al. v. Nurse Next Door Home Healthcare Services (USA), Inc., JAMS Arbitration #5460001414. NND vigorously denied the allegations in the arbitration demand and filed counterclaims for breach of contract. The matter is currently in the discovery process.

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

~~ITEM~~ ITEM 4. ~~BANKRUPTCY~~ BANKRUPTCY

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

~~ITEM~~ ITEM 5. ~~INITIAL FEES~~ INITIAL FEES

Initial Franchise Fee

We charge a non-recurring initial franchise fee of \$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. We will not charge an Initial Franchise Fee that is more than \$90,000. If you are purchasing two or more territories concurrently, we offer a \$5,000 discount off the Initial Franchise Fee for each additional ~~Territories~~ Territory above the first Territory purchased. 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 such as a nurse, physician, paramedic, or EMT, 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~~68,000 to ~~\$68,000~~72,000. The latter being figure is our then-current Initial Franchise Fee before any discount, which is ~~now increased to~~ \$72,000.

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~~ITEM 6. ~~OTHER FEES~~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

Type of Fee	Amount	Due Date	Remarks ¹
Technology Maintenance Fee ⁴	\$ 500 <u>600</u>	Monthly, on the 15 th of each month.	<p>Technology maintenance for the Nurse Next Door System.</p> <p>Includes 2 Franchisee licenses and 25 caregiver licenses. Additional licenses are charged at the Technology User Fee rates below.</p>
Technology User Fee	<p>\$4.65 per caregiver</p> <p>\$21.00 per Franchisee and Care Designer Account</p>	Monthly, on the 15 th of each month	<p>Payable if you have more than 2 Franchisee licenses or if you have one or more Care Designer Accounts</p> <p>We reserve the right to increase these fees <u>by up to 10% per year</u> throughout the term of the Franchise Agreement as we deem reasonable.</p>
License Costs	As assessed by us for any third party licensing fees	On the 15 th of the month following our assessment of licensing costs.	License costs are to reimburse us for periodic expenses incurred in the operation of the Care Services Center including the purchase of additional software licenses, related maintenance fees and additional software licenses to access the scheduling system.
General Brand Fund Fee	1% of Gross Sales	Monthly, on the 15 th of each month.	Used to create regional and national branding for the System and will not be used to defray our general costs, except for salaries, administrative costs and overhead related to the administration, direction and operation of the General Branding Fund.

Type of Fee	Amount	Due Date	Remarks¹
	existing franchisee company owners)		
Interest	2% per month compounded (26.82% percent per annum) or the highest rate allowed by the state where you are located	Upon demand.	Applies to all overdue fees you owe us. Also applies to any understatement in amounts due revealed by an audit.
Indemnity Costs	Depends upon the size of the loss for which you are required to indemnify us	Upon demand.	You must indemnify us when certain of your actions result in a loss to us. See Sections 3(c)(v), 7(m) and 19(a), (b) and (l) of the Franchise Agreement.
Liquidated Damages	An amount equal to your projected Royalty for the lesser of the remaining term or 3 years. \$25 to \$500 (per week per violation)	If we terminate the Franchise Agreement with cause or you terminate the Franchise Agreement without cause. Within 10 days of receipt of notice of violation from us.	The projected Royalty will be calculated using the average monthly Gross Sales during the last 6 months of operations, or if operations are less than 6 months, then the average over the actual operating period, with the minimum amount owed being the Minimum Performance Requirements as contemplated by Section 3(b)(ii)(2) of the Franchise Agreement. These liquidated damages are payable for violations of our standards as set out in the Franchise Agreement and the Manuals.

Notes:

1. All re-occurring payments by you to us are to be made by electronic funds transfer. Electronic funds are currently completed by automatic clearing house (ACH) payments. After signing 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)(ii) 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 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.

6. For Washington franchisees the term for liquidated damages is the lesser of the projected Royalty for two years or the remaining term.

~~ITEM~~ ITEM 7. ~~ESTIMATED INITIAL INVESTMENT~~ 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	\$72,000	\$72,000	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
Foundations Training Program ⁴	\$0	\$4,000	As arranged	Before beginning	Airlines, hotels and

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	(Low)	(High)			
				operations	restaurants
Office Equipment and Supplies ⁵	\$500 <u>515</u>	\$3,000 <u>3,100</u>	As arranged	Before beginning operations	Outside suppliers
Legal and Accounting ⁶	\$5,000 <u>5,150</u>	\$10,000 <u>10,300</u>	As arranged	Before beginning operations	Attorney, accountant
Leased Premises ⁷	\$0	\$5,000 <u>6,180</u>	As arranged	Before beginning operations	Lessor
Utility Deposits ⁸	\$0	\$500	As arranged	Before beginning operations	Utility companies
Local Marketing (including Online) ⁹	\$1,000	\$2,000	As arranged	On the Start Date (as defined in Item 5)	Us
Insurance (excluding Worker's Compensation) ¹⁰	\$2,500	\$4,800	As arranged	Before beginning operations	Approved supplier
Worker's Compensation Insurance ¹¹	\$2,000	\$15,000	As arranged	Beginning at operations	Approved suppliers
Crime Insurance (1 st and 3 rd Party)	\$400	\$1,500	As arranged	Before beginning operations	Approved suppliers
State Bonds	\$0	\$200	As arranged	Before beginning operations	Approved suppliers
Vehicle ¹²	\$0	\$1,000	As arranged	Monthly	Suppliers and leasing companies
Computers and Related Peripherals ¹³	\$500	\$3,000	As arranged	Before beginning operations	Suppliers
Licenses and Permits ¹⁴	\$200	\$5,000	As arranged	Before beginning operations	Licensing authorities and approved suppliers
Consultant and/or Director of Nursing ¹⁵	\$0	\$15,000	As arranged	If applicable, before beginning operations	Consultant and/or Director of Nursing
Accreditation ¹⁶	\$0	\$8,500	As arranged	If applicable, before	State accreditation

Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment Is to Be Made
	(Low)	(High)			
				beginning of operations	bodies.
Google Workplace - Costs Access to the technology system. (System used to monitor Caregiver attendance in real time)	\$15 <u>21,15</u>	\$100 <u>130</u> (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	\$19,115 <u>119,286</u>	\$215,600 <u>217,210</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 \$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 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.

4. Foundations Training Program. Prior to the opening of the Franchised Business, we will provide you with a Foundations Training Program, which consists of a training course of up to 5 days duration covering all aspects of the Franchised Business. This Program is delivered at either our corporate office, HeartQuarters, in Vancouver, British Columbia, Canada or via virtual video conferencing. Attendance is mandatory at the Foundations Training Program. You may bring additional employees to the Foundations Training Program but we reserve the right to charge additional fees for extra attendees. You are responsible for all travel and living expenses and all wages payable to any trainee and no wages will be payable by us to any such trainee for any service rendered during the course of such training. We estimate that you will have to spend \$2,000 to \$4,000 on travel, accommodation and living expenses while you (and key employees, if applicable) attend the Foundations Training Program. Additionally, travel between the United States and Canada now requires a valid passport. You are responsible for the costs required to obtain and maintain passports, and any other documents, for you and any employees attending the Foundations Training Program in Canada. These expenses are typically non-refundable.

5. Office Equipment and Supplies. You must purchase general office supplies including stationery and typical office equipment. Factors that may affect your cost of office equipment and supplies include local market conditions, competition among suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. You should inquire about the return and refund policy of the supplier at or before the time of purchase.

6. Legal and Accounting. ~~We recommend that you engage an attorney, an accountant or other consultants to assist you in establishing your Franchised Business.~~ These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. We estimate that you may have to spend \$5,000 to \$10,000 for incorporation of a company, initial accounting advice and legal review of the Franchise Agreement.

7. Leased Premises. If permitted by State regulations and local zoning rules and ordinances, you can operate the Franchised Business from your home. Some states may not allow you to operate the Franchised Business in a home office. You may operate the Franchised Business from a small rented space of approximately 500 square feet. If you must lease a space, your lease costs can vary based on variance in square footage, cost per square foot, required maintenance costs and location. The amounts you pay are typically non-refundable. The amount estimated is for a six month lease and includes a one month security deposit.

8. Utility Deposits. If you are a new customer of your local utilities and are leasing space for the Franchised Business, you will generally have to pay deposits to obtain services, including electric, telephone, gas and water. The amount of the deposit and whether the deposit is refundable will vary depending on the local utilities. You should contact your local utilities for more information. The low figure is based on your operating the Franchised Business in your home office and will thus not incur any utility deposits. The high cost is based on your leasing a commercial space.

9. Local Marketing (including Online). Beginning on the Start Date, you are required to invest the greater of \$1,000 or 2% of your monthly Gross Sales to a maximum requirement of \$2,000, towards online and/or local marketing initiatives. Such marketing will not include costs associated with your 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. The amount represented is the minimum online marketing payment for the initial 3 months of operation.

~~10.~~ **Insurance.** You are required to obtain insurance in such minimum amounts and for such coverages as we may require. Though the insurance requirements may change, we currently require you to obtain, in addition to other coverage mandated in our Manuals, the following minimum coverage amounts (or higher limits as required by the State in which your Franchised Business will operate):

General Liability Insurance Minimums	
Professional Liability (per occurrence)	\$1,000,000
Professional Liability (aggregate)	\$3,000,000
Commercial General Liability (per occurrence)	\$1,000,000
Commercial General Liability (aggregated)	\$3,000,000
Cyber Liability	\$250,000
Sexual Misconduct and Physical Abuse Liability	\$1,000,000
Tenant Legal Liability (if applicable)	\$50,000
Employee Benefits Liability	\$1,000,000
Non-owned Auto Liability	\$1,000,000
Medical Expenses	\$5,000
Additional Insured for Mortgagees, Lenders, clients (when applicable or required)	Include in General Liability
Crime (employee theft with first and third party coverage)	\$50,000 \$2,500 max deductible
State Bonds (if applicable)	Per State, City and/or County requirement

You also must purchase employer’s liability and automobile insurance (third party liability) with a reputable insurer or with a state agency. The amount of third party liability insurance for your vehicle must be at least \$1 million (or higher if required by your state) and an umbrella policy may be purchased to augment state minimums up to the required amount. These minimum amounts and coverage specifications may be revised periodically in the Manuals to reflect inflation, general industry standards or our future experience with claims. You must provide us with certificates of insurance evidencing the prescribed coverage, naming us and Nurse Next Door Corporate as additional insureds, and containing a cross-liability clause showing entitlement to indemnity from the insurer. The certificates of insurance must also provide that the coverage under the respective policy may not be modified (except to increase coverage) or canceled until at least 30 days after we have received written notice of the cancellation or modification and that the coverage is primary and non-contributory. The price of insurance coverage has varied widely in recent years, but we estimate the annual premium cost to be between a low of approximately \$1,900 and a high of approximately \$6,000 for commercial general liability insurance and crime coverage insurance. Employer’s liability insurance is extra and you should obtain prices from your state agencies or your insurance agent or broker for these. Factors that may affect your cost of insurance include the size and location of the Franchised Business, value of the leasehold improvements, equipment, number

of employees and other factors. We require you to use our approved insurance brokers and those insurance companies we designate. The amounts you pay for insurance are typically not refundable and paid annually.

~~11.~~ Worker's Compensation Insurance. Worker's compensation insurance will vary per state and the amount of your payroll. The amounts represented are estimates for the initial 3 months of operation and are expected to increase with the growth of the Franchised Business.

~~12.~~ Vehicle. You are required to have a vehicle and to wrap the vehicle with the Nurse Next Door® brand. The cost to wrap the vehicle is estimated to be between \$2,500 and \$5,000 which is included in the Pre-opening Branding and Promotion costs mentioned above. Your vehicle must meet the specifications in our Manual, which includes that the vehicle be no older than 5 years at the time the vehicle is wrapped. You may use a vehicle that you already own provided that it meets our specifications. In this case, your vehicle acquisition cost may be zero. If you lease the vehicle, your vehicle acquisition cost may be as high as indicated in the chart. The amounts you pay for a vehicle are typically non-refundable. Lease terms are provided, on approved credit terms, directly by the vehicle dealer or leasing company.

~~13.~~ Computers and Related Peripherals. You must purchase the computers and related peripherals necessary for operating the Franchised Business. Our specifications for computers and related peripherals are described in Item 11. The amounts you pay for computers and related peripherals are typically non-refundable. The cost of the computers and related peripherals will vary depending on the computers and related peripherals that you already own. We estimate the cost of the computers and related peripherals to be between \$500 and \$3,000.

~~14.~~ Licenses and Permits. You will acquire a Home Health Agency licensure to provide the full scope of services, including without limitation, skilled nursing, personal support and companionship. State rules vary on non-medical and skilled nursing licensure. Licensing fees are paid with the submission of an application or upon renewal and are non-refundable. Licenses must be renewed annually. State and local government agencies typically charge fees for operating licenses, registration and certification. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

~~15.~~ Consultant and/or Director of Nursing. Depending on local laws, statutes or ordinances, you may be required to hire a full-time Registered Nurse as your Director of Nursing. The Director of Nursing handles client assessments, nursing supervisory visits and clinical staff interviews among other tasks. The amount represented at the high end is an estimate of the cost of a Registered Nurse for the initial 3 months of operations. It will vary depending on where your Franchised Business is located.

~~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. 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~~ 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 proposed supplier within 30 days. If approval of a supplier is later revoked, we will notify you by email or such other method we determine at our discretion.

We have preferred suppliers for state homecare licensing services but we do not require that you purchase from them. If you wish to use a non-preferred supplier for state homecare licensing services, you must obtain our approval.

We require you to purchase marketing collateral (including a vehicle wrap) from our approved supplier(s).

You are required to obtain insurance in such minimum amounts and for such coverages as we may require. Though the insurance requirements may change, we currently require you to obtain, in addition to

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, ~~2024~~2025, we received revenues of ~~\$1,462,056~~1,966,249 from franchisees for services or leases provided by us, which represents approximately ~~30.5~~36.6% of our total revenues of ~~\$4,799,447~~5,378,374. 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.

ITEM 9. FRANCHISEE’S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition / lease	Section 7(b)	7; 12
b. Pre-opening purchases / leases	Section 7(a)	7; 12
c. Site development and other pre-opening requirements	Sections 2(f); 2(g); 3(a); 3(c); 7(a); 9(d); 11; 12	7; 12
d. Initial and ongoing training	Sections 2(f); 5(a); 5(e); 5(g); 5(i); 7(a)	11
e. Opening	Sections 2(f); 7(a); 9(d);	7; 11; 12

Obligation	Section in Franchise Agreement	Disclosure Document Item
	11; 12	
f. Fees	Sections 3; 4; 9; 14(a)(iii)(9), 14(d)(vi), 14(e)(iv)	5, 6; 7; 9
g. Compliance with standards and policies / operating manual	Sections 6(b); 7; 8	11
h. Trademarks and proprietary information	Sections 2(d); 8; 10; 13	13; 14
i. Restrictions on products / services offered	Sections 2; 7; 13	8
j. Warranty and customer service requirements	Sections 7; 8	n/a
k. Territorial development and sales quotas	Sections 2(b); 2(c); 2(e); 6	12
l. Ongoing product / service purchases	Sections 7; 8; 11; 12	16
m. Maintenance, appearance and remodeling requirements	Sections 7; 8	7
n. Insurance	Section 12	7; 8
o. Advertising	Section 9	6; 7; 11
p. Indemnification	Sections 3(c)(v); 7(m); 19(a), (b) and (l)	7
q. Owner's participation / management / staffing	Sections 7; 14; 15	15
r. Records and reports	Section 11	11
s. Inspections and audits	Sections 11; 12	6
t. Transfer	Section 14	17
u. Renewal	Section 4	17
v. Post-termination obligations	Section 4; 8; 11; 13; 14; 16; 19	17
w. Non-competition covenants	Section 13	n/a
x. Dispute resolution	Section 19(t)	17

~~ITEM~~ ITEM 10. ~~FINANCING~~ 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

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**~~
**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 entitled to revise the Manuals at any time, and you will be obligated to adhere to those revised specifications and requirements (see Franchise Agreement Section 5(a) and Section 8);~~
- ~~Provide you with the names of approved suppliers for equipment, signs, fixtures, opening inventory and supplies and written specifications for certain of these items. We do not deliver or install them;~~
- ~~Provide a Franchise Opener "Countdown to Launch" and a Foundations Training Program for you (or, if you are not an individual, your owner). The Foundations Training Program covers all aspects of the System and consists primarily of in-class training (see Franchise Agreement Section 2(f) and 5(a) and 5(e)); and~~
- ~~We will support you in determining state licensing requirements to the best of our ability, but this remains your responsibility and we do not assume any liability.~~

During the operation of the Franchised Business, we will:

- Provide you with electronic access to our Manuals (see Franchise Agreement Section 8);
- Operate the Care Services Center (see Franchise Agreement Section 3(c));
- Provide access to the Care Services Center (see Franchise Agreement Section 3(c));
- Administer and maintain the Fund (see Franchise Agreement Section 9(b));
- Provide you with general advice and guidance as we deem necessary (see Franchise Agreement Section 5(d));
- Coordinate and conduct periodic training programs for you as we in our sole discretion deem necessary (see Franchise Agreement Section 5(g));
- On a periodic basis, conduct mystery shopper inspections or anonymous evaluations of the Franchised Business and its operations and provide feedback on compliance with our System standards (see Franchise Agreement Section 7(l));
- Update the Manuals in our discretion (see Franchise Agreement Section 5(a)); and
- We can suggest retail prices for products and services, which may vary from region to region; however, such recommended prices are not binding upon you and you will at all times be free to charge prices of your own choosing.

Advertising

Local Branding

You are required to conduct a minimum number of sales calls per week and spend a minimum dollar amount per month as required by the Manuals as revised from time-to-time. (Franchise Agreement Section 9(a)(v)) You have the right to conduct branding and promotions in respect of the Franchised Business using reasonable discretion and provided that:

- You brand and promote only in a manner that will reflect favorably on us, you, the Services and their good name, goodwill and reputation;
- You may advertise the Franchised Business on the Internet, provided, however, you must provide us access to any Internet promotion, including social media, and permanently transfer such promotion to us upon termination of the Franchise Agreement;
- 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, ~~2024~~2025, the Fund was expended as follows:

Brand Development	33	<u>28</u> %
Online Strategies	34	<u>39</u> %
Administrative/Salaries		15%
R&D (e.g. market research)	21	<u>18</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 (“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 need. We also require that you have a designated business administration phone line. We estimate the cost of the required computers and peripherals to be between ~~\$500~~515 and ~~\$3,000~~3,100. The cost for use of the AlayaCare software license is included in the \$8,000 Technology Fee (Franchise Agreement, Section 3(c)(vi)) and its annual maintenance is covered by the \$500 monthly maintenance fee (Franchise Agreement, Section 3(c)(i)(1)).

You are wholly responsible for all hardware and computer network maintenance and maintenance and upgrades of other software, other than AlayaCare, which must be done in a timely manner. The cost for such periodic computer maintenance and upgrades will depend on the type of systems and software you purchase, other than AlayaCare, as well as any maintenance contracts you choose to enter into. We reserve the right to specify different hardware and software systems in the future, including proprietary software

on-site evaluation (if any), you will reimburse us for our reasonable expenses including, without limitation, the costs of travel, lodging, and meals. If we cannot agree on a site, you will be required to operate your Franchised Business from your home.

Opening of Franchised Business

The typical length of time between the signing of the Franchise Agreement and the operation of the Franchised Business is 3 to 12 months, but may take significantly longer in certain states due to length of time it takes to obtain licensure. You should investigate the length of time required for licensure in your state before signing the Franchise Agreement. Factors affecting the length of time between signing and operating include how quickly you become accredited (where applicable) and acquire the certificates or licenses required to operate the Franchised Business. If your state allows you to begin operations without a license, or the time it takes to obtain a license is short, you may begin operations sooner than others who are required to wait to obtain state licenses. You are required to commence our Franchise Opener “Countdown to Launch” immediately upon signing the Franchise Agreement and complete it and the Foundations Training Program within 12 weeks of signing the Franchise Agreement, or at such other date that we and you may agree in writing, and provided you have obtained all certificates or licenses required to operate the Franchised Business, you must open your Franchised Business within 30 days of completing our Franchise Opener “Countdown to Launch” and the Foundations Training Program, or by the Start Date, if applicable.

~~ITEM~~ 12. TERRITORY

You are granted a protected Territory as set forth in Schedule “A” of the Franchise Agreement, subject only to the exceptions described below. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control. We will grant you a Territory that will have at least 10,000 resident senior citizens as determined using the most current United States census data available, compiled in software provided to us by ~~Tetrad Computer Applications Inc.~~ Atlas Mapping Limited (Company Number: 07476407), unless we mutually agree otherwise (i.e. a territory has approximately 9,000 resident senior citizens but a franchisee wants to purchase such territory despite the lower number). Because our Territory grants are based on information provided by the U.S. census data, we cannot guarantee or promise that there will actually be 10,000 senior citizens in your Territory only that the most current United States census data indicates that there are 10,000 senior citizens. We will not grant another franchisee a territory within your Territory based on an increase of the resident senior citizens population. We may grant you additional territories or additional Franchised 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 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 Gross Sales of ten (10%) percent per twelve (12) month period until year twelve (12) at which point the minimum gross sales will be one million twenty-three thousand and seventy-six dollars and forty-eight cents (\$1,023,076.48); and
- (vii) if this Agreement is again renewed after the 5-year renewal period recognizing that there is no obligation for either party to renew.

(vii) one million twenty-three thousand and seventy-six dollars and forty-eight cents (\$1,053,468.77) dollars of Gross Sales in each twelve (12) month period after year twelve (12) (if this Agreement is renewed) until year fifteen (15).

Gross Sales are calculated on a cumulative basis for all franchised businesses operated by each franchisee. As stated in Item 6, Gross Sales means 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.

Provided you are in complete compliance with the terms and conditions of your Franchise Agreement, including achieving the minimum performance requirements, we will not establish, either as a company or as an affiliate owned business, another Franchised Business within your Territory. We may not offer our Services through any other channel of distribution.

We have no proximity policy. We may establish franchisor-owned locations, other franchises or sub-franchises outside your Territory, regardless of proximity to the boundaries of your Territory. We may also establish other franchises or company-owned outlets or other channels of distribution offerings such as the Internet that offer similar services under names and trademarks other than the Marks, within your territory, provided they are not in direct competition with you.

We may enter into and service national or regional account contracts with businesses that have locations within your Territory upon providing you with written notice, regardless of whether you have previously serviced such a customer in the past. You will be given the option to service the national account clients located within your Territory and under the terms and conditions of our agreement with the national account. We are not otherwise required to compensate you for any sales we make within that Territory.

If you operate the Franchised Business from your primary residence, you are not required to obtain our prior approval to move the Franchised Business if such move is a result of a relocation of your primary residence. If you operate from your primary residence and want to move to commercial office space or you want to change your existing commercial office space, you will need to obtain our prior written approval. Such approval will be based on the same criteria we require for obtaining the original location as more particularly described in Item 11.

ITEM 13. TRADEMARKS TRADEMARKS

You receive the right to operate your business under the name, Nurse Next Door®, which is the primary Mark used to identify our System. You may also use any other current or future Marks that we designate to operate your Franchised Business, including the logo on the front of this Disclosure Document and the Marks listed below. By “Mark,” we mean any trade name, trademark, service mark or logo used to identify your business. Nurse Next Door Corporate registered the following Marks on the U.S. Patent and Trademark Office (“USPTO”) Principal Register:

Mark	Registration Date	Registration Number	Status
	November 13, 2007	3,334,997	Registered
			
Making Lives Better	January 12, 2010	3,735,778	Registered
Bold Kindness	June 10, 2025	7,821,768	Registered
Nurse Next Door	September 22, 2009	3,685,092	Registered
Caregiving As A Career	December 24, 2024	7,617,539	Registered
It's About Caring, Not Just Health Care	December 16, 2014	4,656,624	Registered
Our Talent is Caring	April 14, 2015	4,720,523	Registered
Happier Aging	November 21, 2017	5,337,810	Registered

All required affidavits have been filed and applicable registrations have been renewed.

These Marks do not necessarily include every trademark that is part of the System and the Franchise Agreement gives us the right to add, modify or remove marks from those that we license to you. Certain common law rights have been established with respect to the marks by virtue of their continuous, exclusive and extensive use and advertising. We have the unlimited right to modify or change the Marks we use.

Currently, we know of no effective material determinations of the USPTO, trademark trial and appeal board, the trademark administrator of any state or in any state or federal court; pending infringement, opposition or cancellation; or pending material litigation involving the Marks. There are no agreements currently in effect that significantly limit our rights to use or license the use of the Marks in any manner material to the franchise, except for the License and Services Agreement between Nurse Next Door Corporate and us dated as of October 1, 2014, which grants us the exclusive right to use and sublicense the use of the Marks in the United States. The License and Service Agreement is for an initial term of five years and will automatically renew every five years indefinitely unless terminated by mutual consent of the parties, or by Nurse Next Door Corporate for cause. If the License and Service Agreement is terminated, you may be required to stop using the Marks, or your Franchise Agreement may be assigned to Nurse Next Door Corporate, at its option.

Nurse Next Door Corporate has an agreement with Diversified Royalty Corp. (“DRC”), a Canadian public company listed on the Toronto Stock Exchange, whereby Nurse Next Door Corporate sold all of the trademarks and certain other intellectual property owned by Nurse Next Door Corporate (the “IP”) to DRC. The IP sold to DRC included the Marks that we will license to you under the Franchise Agreement. Nurse Next Door Corporate has received cash and convertible securities as payment for the sale of the IP to DRC. Nurse Next Door Corporate is required to make a significant monthly payment to DRC for continued use of the IP. The IP license is for 99 years. The agreement between Nurse Next Door Corporate and DRC does not significantly limit our rights to use or license the Marks in any manner material to the franchise.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

No patents are material to the Franchised Business and Nurse Next Door Corporate has no pending patent applications that are material to the Franchised Business. Nurse Next Door Corporate owns copyrights in the Manuals, our website, our marketing materials and holds sufficient rights in other items 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.

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

Your principal owner must participate personally in the direct operation of the Franchised Business. In limited circumstances, we may allow you to hire a general manager who has successfully completed the Foundations Training Program and who meets our approval to run the Franchised Business. A general manager who meets our approval is not required to own an equity interest in the Franchised Business. Each of your owners must sign the Franchise Agreement and be personally liable for performance of your obligations under the Franchise Agreement.

We may require your general manager 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. You will be responsible for enforcing all confidentiality provisions in your Franchise Agreement as to your employers.

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

You may only offer and sell those products and services that we have approved. You must offer all products and services that we designate as required for all franchisees. We have the unlimited right to change the types of authorized products or services offered by your franchise.

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.

Periodically, we may allow certain products or services that are not otherwise authorized for general use as a part of the System to be offered locally or regionally based on factors, including test marketing, your qualifications and regional or local differences.

We can suggest retail prices for products and services, which may vary from region to region; however, such recommended prices are not binding upon you, and you will at all times be free to charge prices of your own choosing.

~~With the exception of the territorial restrictions described in Item 12, and the restrictions noted above, we~~We do not place any restrictions upon you that limit the clients to whom you may sell goods or services within your Territory.

~~ITEM 17. RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION~~
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

Provision	Section in Franchise	Summary
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 <u>Subject to potential limitations of applicable state law, non-curable</u> defaults are: (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 fail to properly maintain such permits, certificates or licenses; (iv) dishonest, criminal or unethical behavior; (v) failure to operate the Franchised Business continuously during the Term during normal hours of operation or cease communications with us; (vi) if you cease or threaten to cease to carry on business or take or threaten to take any action to liquidate assets or stop making payments in the ordinary course; (vii) make a general assignment for the benefit of creditors of the Franchised Business; (viii) a bulk sale of assets; (ix) initiate a proceeding relating to insolvency or bankruptcy; (x) a custodian, receiver, or manager is appointed to take charge of the business, property or assets; (xi) if any lessor or encumbrancer or any other person, corporation or entity lawfully entitled takes possession of any of the business, property or assets of you or any Principal; (xii) a default under any contract of conditional sale, mortgage or other security instrument related to the Franchised Business; (xiii) winding up, dissolution, or liquidation; (xiv) receipt from us, during any consecutive 12 month period, 3 or more notices relating to a default; (xv) misstatement of any material information pertaining to your franchise application or the Franchised Business; (xvi) subject to Section 15 of the Franchise Agreement, if you or your controlling shareholder dies or becomes permanently disabled and you or any Principal's spouse or adult child does not desire or is not capable to continue to operate the Franchised Business or the executor, administrator or personal representative has failed to transfer your interest to a third party, approved by us within 6 months after the death or permanent disability; (xvii) if we terminate any other Franchise Agreement between us and you; (xviii) make unauthorized use of, or allow improper access to, the Manuals or any other confidential information; (xix) submit, on 3 or more occasions, reports or other data that understates royalties or other payments by 3% or more, and you cannot demonstrate that it resulted from inadvertent error; (xx) the sale of clients, client service contracts, or the identity of clients, without our consent; and (xxii) failure to cure a breach

	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 option to purchase franchisee's business	Section 14(b)	Except as described in (17n.) above, we do not have the right to purchase your Franchised Business.
p. Death or disability of franchisee	Section 15	After the death or incapacity of an owner of the franchise, the spouse or adult child may operate the Franchised Business if they otherwise qualify to be a franchisee of the System. The representative of the deceased or disabled franchisee must transfer, subject to the terms of the Franchise Agreement, such person's interest in the Franchise Agreement within 180 days of death or incapacity or we may terminate the Franchise Agreement.
q. Non-competition covenants during the term of the franchise	Section 13	You <u>Subject to potential limitations of applicable state law, you</u> are prohibited from competing with the Franchised Business during the term of the Franchise Agreement.
r. Non-competition covenants after the franchise is terminated or expires	Section 13	You <u>Subject to potential limitations of applicable state law, you</u> are prohibited from competing with the Franchised Business for 2 years after the termination or expiration of the Franchise Agreement within a 20 mile radius of your Territory or the territory of any other franchisee.
s. Modification of the agreement	Sections 5(a), 19(s)	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Manuals without your consent.
t. Integration / merger clause	Section 19(s)	Only the terms of the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or in any related agreement, however, is intended to disclaim the representations we made in the Franchise Disclosure Document that we furnished to you.
u. Dispute resolution by arbitration or mediation	Section 19(t)	Subject to certain exceptions and state law, claims must be presented and negotiated for a period of 30 days before mandatory mediation to be held at our Vancouver, British Columbia, Canada offices or such other site as we may designate. If a claim is not resolved by negotiation or mediation, it must be arbitrated.
v. Choice of forum	Section 19(h)	Subject to potential limitations of your state's law, arbitration must be in Seattle, Washington, except we may take action in

		other jurisdictions as may be necessary to obtain declaratory, injunctive, or other relief, subject to applicable state law.
w. Choice of law	Section 19(h)	Subject to potential limitations of applicable state law, Washington law applies for construction and interpretation of the Franchise Agreement but does not give rise to statutory or regulatory claims that would not otherwise apply.

~~ITEM~~ ITEM 18. ~~PUBLIC FIGURES~~ PUBLIC FIGURES

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

~~ITEM~~ ITEM 19. ~~FINANCIAL PERFORMANCE REPRESENTATIONS~~ 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, ~~2024~~2025. 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 ~~2024~~2025.

Chart 1

Number of Franchised Territories	Highest Gross Sales for Months 1-12	<u>Top 25% Avg. Gross Sales for Months 1-12</u>	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
33 <u>35</u>	\$771,306	<u>\$526,527</u>	\$228,014 <u>221,375</u>	\$140,181 <u>139,239</u>	\$0	30 <u>29</u> %	10

Number of Franchised Territories	Highest Gross Sales for Month 12	<u>Top 25% Avg. Gross Sales for Month 12</u>	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
33 <u>35</u>	\$143,446	<u>\$81,642</u>	\$38,861 <u>34,117</u>	\$29,043 <u>23,815</u>	\$0	35 <u>34</u> %	11 <u>12</u>

As of September 30, ~~2024~~2025, we had a total of ~~seventy-three~~seventy-one (~~73~~71) territories operating. Chart 1 does not include information for ~~thirteen~~ (~~13~~)sixteen (16) territories that had not been in business or have performance obligations for twelve (12) 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 1 also does not include ~~thirteen~~ (~~13~~)ten (10) territories that began operations prior to October 1, 2020. In our view, these changes mean that franchisee performance from 2020 and earlier is not reflective of what is likely to occur today. Chart 1 does not include ~~seventen~~ (~~17~~)seven (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. Thirty-six (36) territories ceased operations during the relevant period, including 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, ~~2024~~2025. 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 ~~2024~~2025.

Chart 2

Number of Franchised Territories	Highest Gross Sales for Months 13-24	<u>Top 25% Avg. Gross Sales for Months 13-24</u>	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
13 <u>32</u>	\$2,134,807	<u>\$1,319,927</u>	\$651,298 <u>525,653</u>	\$496,995 <u>73,360</u>	\$0	38 <u>31</u> %	5 <u>10</u>
Number of Franchised Territories	Highest Gross Sales for Month 24	<u>Top 25% Avg. Gross Sales for Month 24</u>	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
1332	\$217,242	<u>\$137,630</u>	\$63,333 <u>2,124</u>	\$48,463 <u>,000</u>	\$0	3128 %	<u>49</u>

As of September 30, ~~2024~~2025, we had a total of ~~seventy-three~~seventy one (~~73~~71) territories operating. Chart 2 does not include information for ~~forty~~(40)~~nineteen~~ (19) 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 ~~thirteen~~ten (~~13~~10) territories that began operations prior to October 1, 2020. In our view, these changes mean that franchisee performance from 2020 and earlier is not reflective of what is likely to occur today. Chart 2 does not include ~~seventen~~ (710) territories that were operated by different franchisees during the first three (3) years. ~~Thirty-six~~ (~~36~~) ~~territories ceased operations during the relevant period, including 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, ~~2024~~2025. 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 ~~2024~~2025.

Chart 3

Number of Franchised Territories	Highest Gross Sales for Months 25-36	<u>Top 25% Avg. Gross Sales for Months 25-36</u>	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
315	\$1,621,974 <u>2,312,857</u>	<u>\$1,789,703</u>	\$1,248,753 <u>922,781</u>	\$1,614,948 <u>620,532</u>	\$509,338 <u>80</u>	6740 %	<u>26</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
315	\$188,978 <u>197,100</u>	<u>\$165,619</u>	\$119,422 <u>85,504</u>	\$102,682 <u>80,900</u>	\$66,606 <u>0</u>	3340 %	<u>16</u>

As of September 30, ~~2024~~2025, we had a total of ~~seventy-three~~seventy-one (~~73~~71) territories operating. Chart 3 does not include information for ~~fifty~~thirty-six (~~50~~36) 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 ~~thirteen~~ten (~~13~~10) territories that began operations prior to October 1, 2020. In our view, these changes mean that franchisee performance from 2020 and earlier is not reflective of what is likely to occur today. Chart 3 does not include ~~seven~~ten (~~7~~10) territories that were operated by different franchisees during the first three (3) years. ~~Thirty-six~~

~~(36)~~During the relevant period (October 1 2020 – September 30, 2025, thirty-one (31) territories ceased operations during the relevant period, including ~~fifteen (15)~~fourteen (14) 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, ~~2024~~2025, the “average Gross Sales per client per month” for franchise businesses during their twelfth month of operation was ~~\$3,188~~\$3,348. The “median Gross Sales per client per month” for this same month was ~~\$2,939~~\$2,812. The “high Gross Sales per client per month” for this same month was ~~\$6,052~~\$18,150. The “low Gross Sales per client per month” for this same month was ~~\$1,105~~\$586.

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 ~~accordance~~accordance with ~~general~~generally 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~~ 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 ~~2022 to 2024~~ and 2023 to 2025 for Period Ending September 30, ~~2024~~ 2025**

Outlet Type	Year	Outlets Open at Start of Year	Outlets Open at End of Year/Period	Net Change
Franchised	2022	33	50	+17
<u>Franchised</u>	2023	50	74	+24
	2024	74	73	-1
Company-Owned	2022	0	0	0
	<u>2025</u>	<u>73</u>	<u>71</u>	<u>-2</u>
<u>Company Owned</u>	2023	0	0	0
	2024	0	0	0
Total	2022	33	50	+17
	<u>2025</u>	<u>73</u>	<u>71</u>	<u>-2</u>
<u>Total</u>	2023	50	74	+24
	2024	74	73	-1
	<u>2025</u>	<u>73</u>	<u>71</u>	<u>-2</u>

Table No. 2

Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
 For Years ~~2022 to 2024~~ and 2023 to 2025 for Period ~~Ended~~Ending September ~~30th 2024~~2025

State	Year	Number of Transfers
Arizona	2022	2
<u>Arizona</u>	2023	0
	2024	2
California	2022	0
	<u>025</u>	
<u>California</u>	2023	0
	<u>2024</u>	<u>3</u>
	<u>2025</u>	<u>2</u>
<u>Indiana</u>	<u>2023</u>	<u>0</u>
	2024	3 <u>0</u>
Indiana	2022	4 <u>0</u>
	<u>025</u>	
<u>Nevada</u>	2023	0
	2024	0
Nevada	2022	3 <u>0</u>
	<u>025</u>	
<u>Texas</u>	2023	0
	2024	0
Texas	2022	4
	<u>025</u>	
<u>Utah</u>	2023	0 <u>1</u>
	2024	0
Utah	2022	0
	<u>025</u>	
<u>Virginia</u>	2023	1 <u>0</u>
	2024	0 <u>1</u>
Virginia	2022	0
	<u>025</u>	
<u>Total</u>	2023	0 <u>1</u>
	2024	1 <u>6</u>
Total	2022	4 <u>0</u>
	<u>2023</u>	<u>1</u>

	2024 <u>025</u>	6
--	-------------------------------	---

Table No. 3
Status of Franchised Outlets
For Years ~~2022 to 2024~~ and 2023 to 2025 for Period Ending September 30, ~~2024~~2025

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	2022	2	0	0	0	0	0	2
<u>Arizona</u>	2023	2	3	0	0	0	0	5
	2024	5	0	0	0	0	1	4
California	2022	124	20	0	0	0	0	142
	025							
<u>California</u>	2023	14	9	0	0	0	2	21
	2024	21	7	1	0	0	0	27
Colorado	2022	127	0	0	0	0	0	124
	025							
<u>Colorado</u>	2023	1	0	0	0	0	1	0
	2024	0	1	0	0	0	0	1
Florida	2022	1	50	10	0	0	0	51
	025							
<u>Florida</u>	2023	5	2	0	0	0	0	7
	2024	7	2	0	0	0	7	2
Georgia	2022	0	0	0	0	0	0	0
	025							
<u>Georgia</u>	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Hawaii</u>	2023	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Idaho	2022	0	0	0	0	0	0	0
	024							
	<u>2025</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Idaho</u>	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
Illinois	2022	0	10	0	0	0	0	1
	025							
<u>Illinois</u>	2023	1	1	0	0	0	1	1
	2024	1	0	0	0	0	0	1
Indiana	2022	1	0	0	0	0	0	1
	025							
<u>Indiana</u>	2023	1	2	0	0	0	0	3
	2024	3	0	2	0	0	0	1
Iowa	2022	1	0	10	0	0	0	0
	025							
<u>Minnesota</u>	2023	0	<u>0</u>	0	0	0	0	<u>0</u>
	2024	<u>0</u>	0	0	0	0	0	<u>0</u>
Massachusetts	2022	0	0	0	0	0	0	0
	025							
<u>Missouri</u>	2023	<u>0</u>	0	<u>0</u>	0	0	0	0
	2024	0	0	0	0	0	0	0

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
Minnesota	2022 <u>2025</u>	0	0	0	0	0	0	0
<u>Nebraska</u>	2023	<u>02</u>	<u>+0</u>	0	0	0	0	<u>+2</u>
	2024	<u>+2</u>	0	0	0	0	0	<u>+2</u>
Missouri	2022 <u>025</u>	<u>02</u>	<u>+0</u>	0	0	0	0	<u>+2</u>
<u>Nevada</u>	2023	1	<u>02</u>	<u>+0</u>	0	0	0	<u>03</u>
	2024	<u>03</u>	0	0	0	0	0	<u>03</u>
Nebraska	2022 <u>025</u>	<u>23</u>	<u>02</u>	0	0	0	0	<u>25</u>
<u>New Jersey</u>	2023	<u>20</u>	0	0	0	0	0	<u>20</u>
	2024	<u>20</u>	0	0	0	0	0	<u>20</u>
Nevada	2022 <u>025</u>	<u>+0</u>	0	0	0	0	0	<u>+0</u>
<u>New Mexico</u>	2023	<u>40</u>	<u>20</u>	0	0	0	0	<u>30</u>
	2024	<u>30</u>	0	0	0	0	0	<u>30</u>
New Mexico	2022 <u>025</u>	0	2	0	0	0	<u>20</u>	<u>02</u>
<u>North Carolina</u>	2023	<u>02</u>	<u>01</u>	0	0	0	0	<u>03</u>
	2024	<u>03</u>	<u>02</u>	0	0	0	0	<u>05</u>
North Carolina	2022 <u>025</u>	<u>15</u>	<u>+0</u>	0	0	0	<u>02</u>	<u>23</u>
<u>Oregon</u>	2023	<u>20</u>	<u>+0</u>	0	0	0	0	<u>30</u>
	2024	<u>30</u>	<u>20</u>	0	0	0	0	<u>50</u>
Pennsylvania	2022 <u>025</u>	0	1	0	0	0	0	1
<u>Pennsylvania</u>	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
South Carolina	2022 <u>025</u>	2	0	0	0	0	0	2
<u>South Carolina</u>	2023	2	2	0	0	0	0	4
	2024	4	0	0	0	0	2	2
Tennessee	2022 <u>025</u>	<u>02</u>	<u>02</u>	0	<u>01</u>	0	0	<u>03</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>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Texas	2022	<u>7</u>	<u>8</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>15</u>
<u>Texas</u>	2023	15	3	0	0	0	0	18
	2024	18	0	5	0	0	0	13
Utah	2022 <u>025</u>	<u>013</u>	<u>01</u>	0	0	0	<u>01</u>	<u>013</u>
<u>Utah</u>	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Virginia	2022 <u>025</u>	<u>21</u>	0	0	0	0	<u>01</u>	<u>20</u>
<u>Virginia</u>	2023	2	2	1	0	0	0	3
	2024	3	1	0	1	0	0	3

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
Washington	2022 <u>2025</u>	03	0	0	0	0	01	02
<u>Washington</u>	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Wisconsin	2022 <u>2025</u>	01	0	0	0	0	0	01
<u>Wisconsin</u>	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Total	2022 <u>2025</u>	331	210	20	0	0	20	501
<u>Total</u>	2023	50	30	2	0	0	4	74
	2024	74	18	8	1	0	10	73
	<u>2025</u>	<u>73</u>	<u>10</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>11</u>	<u>71</u>

Table No. 4
Status of Company-Owned Outlets
For Years ~~2022 to 2024~~ and 2023 to 2025 for Period Ending September ~~30th, 2024~~ 2025

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	2022 <u>2023</u>	0	0	0	0	0	0
	2023 <u>2024</u>	0	0	0	0	0	0
	2024 <u>2025</u>	0	0	0	0	0	0
Total	2022 <u>2023</u>	0	0	0	0	0	0
	2023 <u>2024</u>	0	0	0	0	0	0
	2024 <u>2025</u>	0	0	0	0	0	0

Table No. 5
Projected Openings as of ~~November 29,~~
2024 September 30, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Franchise Outlets In the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California Arizona	<u>32</u>	<u>21</u>	0
California	<u>9</u>	<u>5</u>	<u>0</u>
Connecticut	1	0	0
Delaware	<u>1</u>	<u>0</u>	<u>0</u>
Florida	<u>24</u>	2	0
Hawaii	<u>1</u>	<u>0</u>	<u>0</u>
Illinois	<u>1</u>	<u>0</u>	<u>0</u>
Indiana	<u>1</u>	<u>0</u>	<u>0</u>
Kansas	<u>1</u>	<u>0</u>	<u>0</u>
Maryland Louisiana	2	0	0
Maryland	<u>9</u>	<u>4</u>	<u>0</u>
Massachusetts	<u>1</u>	<u>0</u>	<u>0</u>
Michigan	<u>1</u>	<u>0</u>	<u>0</u>
Minnesota	<u>1</u>	<u>0</u>	<u>0</u>
Missouri	1	0	0
Oregon Montana	1	<u>10</u>	0
New Jersey	<u>3</u>	<u>1</u>	<u>0</u>
Oregon	<u>2</u>	<u>1</u>	<u>0</u>
Pennsylvania	<u>1</u>	<u>0</u>	<u>0</u>
Tennessee	<u>1</u>	<u>0</u>	<u>0</u>
Texas	1	1	0
Virginia	<u>25</u>	2	0
Total: Washington	<u>133</u>	<u>81</u>	0
<u>Total:</u>	<u>53</u>	<u>18</u>	<u>0</u>

* Of the ~~133~~53 Franchise Agreements Signed But Outlet Not Opened, we anticipate that ~~5~~15 of these outlets will be opened by March 31, ~~2025~~2026.

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~~ITEM 21. ~~FINANCIAL STATEMENTS~~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, ~~2022, September 30, 2023,~~ September 30, 2024, September 30, 2025.

~~ITEM~~ITEM 22. ~~CONTRACTS~~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
- 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)
- 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

(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. The Franchisor has established business reputation, demand for its Services (as defined below) and built up valuable goodwill by reason of a uniform business format and system and high standards of quality and service;
- D. The Franchisee wishes to acquire from the Franchisor the right and license to operate a Franchised Business (as defined below) utilizing the System and Marks (as defined below) within the Territory (as defined below) upon the terms and conditions contained in this Agreement; and
- E. Prior to the Franchisee executing this or any other binding agreement or paying any ~~non-refundable~~nonrefundable consideration, the Franchisee acknowledges that it has had adequate opportunity to review this Agreement (with all blank spaces completed) with legal and accounting professionals of their own choosing and that it is aware of the business risks involved in entering into this Agreement (as defined below) and operating the Franchised Business (as defined below).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. DEFINITIONS

Where used in this Agreement or in any of the attached schedules or amendments, the following terms shall have the following meanings:

- (a) “**Affiliate**” or “**Affiliates**” means, with respect to any specified person or entity, any other person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the specified person or entity (with the terms “controls”, “controlled by” and “under common control with” having the meanings used in the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder); and “**Related Person**” or “**Related Persons**” means with respect to any specified person any other person known by the specified person to be related to the specified person by blood or marriage.
- (b) “**Agreement**” means this Agreement and any schedules and exhibits attached to this Agreement, as amended by the parties hereto;
- (c) “**Branding Cooperative**” has the meaning set out in Section 9(c);
- (d) “**Care Services Center**” has the meaning set out in Section 3(c);
- (e) “**Cause**” means a material default of this Agreement, including any provision of the Manual;

Exhibit A-3

State-Specific Addenda/Amendments

STATE SPECIFIC ADDENDA/AMENDMENTS

The following modifications are made to the Nurse Next Door Home Healthcare Services (USA) Inc. Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement dated [REDACTED], 20[REDACTED].

The following states have statutes that may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise. The following is applicable to you only if you are covered by the franchise law of the referenced state: ARKANSAS [Stat. Section 70-807]; CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e et seq.], DELAWARE [Code tit. 6, Ch. 25, Sections 2551-2556], HAWAII [Rev.Stat. Section 482E-1], ILLINOIS [815 ILCS 705/1-44], INDIANA [Stat. Section 23-2-2.7 and 23-2-2.5], IOWA [Code Sections 523H.1-523H.17], MARYLAND [Maryland Franchise Registration and Disclosure Law, MD. CODE ANN., BUS. REG. Sections 14-201 to 14-233 (2010 Repl. Vol. and Supp. 2010)], MICHIGAN [Stat. Section 19.854 (27)], MINNESOTA [stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56.10-1], NORTH DAKOTA [N.D.C.C. Franchise Investment Law Section 51-19], RHODE ISLAND [Code 19-28.1-14], SOUTH DAKOTA [Codified Laws Section 37-5B], VIRGINIA [code §§ 13.1-557 through 13.1-574], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03].

These and other states may have court decisions that may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of your franchise.

We reserve the right to challenge the application or enforceability of the Franchise Laws listed in this state specific Addenda/Amendments, the corresponding regulations, or any other laws not specified in the Franchise Agreement.

The following is applicable to you only if you are covered by the franchise law of the referenced state:

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

REVENUES FROM MEDICAL SERVICES PROVIDED BY THOSE MEDICAL PROFESSIONALS WILL BE AN IMPORTANT CONSIDERATION THAT SHOULD NOT BE OVERLOOKED. CONSULT WITH AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTEREST IN THIS BUSINESS VENTURE.

The Nurse Practice Act is set forth in Illinois law at: 225 ILCS 65/50 (West 2014)

The Health Care Worker Self-Referral Act is set forth in Illinois law at: 225 ILCS 47/1 (West 2014)

The Home Health, Home Services, and Home Nursing Agency Code is set forth in the Illinois Administrative Code at:
77 Ill. Adm. Code 245 (2015)

See also: <http://www.dph.illinois.gov/topics-services/health-care-regulation/facilities/home-health> for info on state certification and licensure requirements, costs and process.

SEE THE LAST PAGE OF THIS EXHIBIT A FOR YOUR REQUIRED SIGNATURE.

ILLINOIS

KANSAS

Section 17(a)(ii) of the Franchise Agreement states that you will indemnify and hold us harmless against any and all liabilities, losses, suits, claims, demands, costs, fines and actions of any kind or nature arising out of the operation of the franchised business. However, you are not required to indemnify us for claims resulting solely from our breach of this Agreement or other wrongs we commit. This provision may not be enforceable in Kansas unless separately negotiated and reasonable. By signing this Addendum, you hereby agree that you separately considered and had an opportunity to consult legal counsel concerning this indemnity, and that you consider it reasonable.

Section 12(a)(iii) of the Franchise Agreement requires that you name us as an additional named insured on certain insurance policies. This provision may not be enforceable in Kansas unless separately negotiated and reasonable. By signing this Addendum, you hereby agree that you separately considered and had an opportunity to consult legal counsel concerning this insurance clause, and that you consider it reasonable.

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

Michigan (cont'd.)

(g) A provision which permits a us to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent us from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

1. The failure of the proposed transferee to meet our then current reasonable qualifications or standards.
2. The fact that the proposed transferee is a competitor of us.
3. The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.
4. The failure of you or the proposed transferee to pay any sums owing us or to cure any default in the franchise agreement existing at the time of the proposed transfer.

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

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

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

MICHIGAN

MINNESOTA

Minn. Stat. 80C.21 and Minn. Rule 2860.4400J 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 Disclosure Document or agreements can abrogate or reduce (1) any of your rights as provided for in Minnesota Statute 80C, or (2) your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

~~Minnesota~~Minnesota considers it unfair to not protect your right to use the trademarks. Refer to Minn. Stat. 80C.12 Subd. 1(G). We will protect your rights to use the 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, as required under Minn. Stat. 80C.12 Subd. 1(G).

Minnesota Rules 2860.4400(D) prohibits us from requiring you to assent to a general release.

You cannot consent us obtaining injunctive relief. We may seek injunctive relief. See Minnesota Rule 2860.4400(J) also, a court will determine if a bond is required.

The Limitations of Claims section must comply with ~~Minnesota~~Minnesota Status 80C.17 Subd. 5.

NSF checks are governed by Minnesota Statute 604.113, which puts a cap of \$30 on service charges.

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

MINNESOTA

franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

NEW YORK

NORTH DAKOTA

Covenants restricting competition contrary to Section 9-08-06 of the North Dakota Century Code, without further disclosing that such covenants may be subject to the statute, have been determined to be unfair, unjust, or inequitable in North Dakota. Sections of the Disclosure Document and Franchise Agreement containing covenants restricting competition to which you must agree may not be enforceable under North Dakota law, and are amended accordingly to the extent required by law.

Sections of the Franchise Agreement requiring you to arbitrate or mediate disputes may require you to consent to a waiver of trial by jury. A waiver of trial by jury may not be enforceable under North Dakota law and any such provisions are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Franchise Agreement requiring you to consent to the jurisdiction of courts outside of North Dakota or providing for resolution of disputes to be outside North Dakota may not be enforceable under North Dakota law, and are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Franchise Agreement relating to choice of law, may not be enforceable under North Dakota law, and are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Franchise Agreement requiring you to sign a general release upon renewal of the Franchise Agreement may not be enforceable North Dakota law, and are amended accordingly to the extent required by law.

Sections of the Franchise Agreement requiring you to consent to a limitation of claims may not be enforceable under North Dakota law, and any such provisions are amended accordingly to the extent required by law.

Sections of the Franchise Agreement requiring you to consent to a waiver of exemplary and punitive damages may not be enforceable under North Dakota law, and any such provisions are amended accordingly to the extent required by law.

Sections of the Disclosure Document and Franchise Agreement stipulating that you shall pay all costs and expenses incurred by us in enforcing the Franchise Agreement may not be enforceable under North Dakota law, and are revised to state that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

The Franchise Agreement contains a liquidated damages clause. It may be unenforceable under North Dakota law.

NORTH DAKOTA

RHODE ISLAND

§ 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act." The Disclosure Document and Franchise Agreement are amended accordingly to the extent required by law.

VIRGINIA

The following statements are added to Item 17.h. of the Disclosure Document:

Pursuant to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for us to cancel a franchise without reasonable cause. If any ground for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

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

~~The following RISK FACTOR is added:~~

~~“**Estimated Initial Investment.**—The franchisee will be required to make an estimated initial investment ranging from \$115,115 to \$211,600. This amount may exceed the franchisor’s stockholders equity as of September 30, 2022 which is \$163,538.~~

~~WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT,
FRANCHISE AGREEMENT, AND RELATED AGREEMENTS~~

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT,
FRANCHISE AGREEMENT, AND RELATED AGREEMENTS

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT,
THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, ~~Chapter~~chapter 19.100 RCW ~~shall~~will prevail.

Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement ~~in~~or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions ~~which may~~that supersede the franchise agreement ~~in~~or related agreements concerning your relationship with the franchisor ~~including the areas of termination and renewal of your franchise.~~ Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

Site of Arbitration, Mediation, and/or Litigation. In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site ~~shall~~will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

General Release. A release or waiver of rights ~~executed by you shall not include rights~~in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any ~~rule or order~~rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the ~~Franchise Agreement~~agreement is in effect and where the parties are represented by independent counsel. ~~-,~~ in accordance with RCW 19.100.220(2).

WASHINGTON

In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

Statute of Limitations and Waiver of Jury Trial. Provisions ~~such as those which~~ contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

Transfer Fees. Transfer fees are ~~collectible~~ collectable only to the extent that they reflect ~~our~~ the franchisor's reasonable estimated or actual costs in effecting a transfer.

Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

~~Item 5 and 7 of the Disclosure Document and Section 3 of the Franchise Agreement are amended to provide that initial franchise fees are paid when we have satisfied our initial obligations to you under the Franchise Agreement and you are ready to begin operating the Franchised Business.~~

Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason ~~during the term of the~~ franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the

WASHINGTON

franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

Noncompetition Covenants. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed \$100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed \$250,000 per year (an amount that will be adjusted annually for inflation). As a result, any ~~provisions~~provision contained in the franchise agreement or elsewhere that ~~conflict~~conflicts with these limitations ~~are~~is void and unenforceable in Washington.

Nonsolicitation Agreements. RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

~~Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.~~

Questionnaires and Acknowledgments. 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.

Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

WASHINGTON

Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a “franchise broker” is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

WASHINGTON ADDENDUM CON'T

Item 5 and 7 of the Disclosure Document and Section 3 of the Franchise Agreement are amended to provide that initial franchise fees are paid when we have satisfied our initial obligations to you under the Franchise Agreement and you are open for business.

Items 6 and 11 of the Disclosure Document and Articles 3 and 9 of the Franchise Agreement are amended to add the following:

“Skilled Nursing Services

- (a) The Continuing Royalty when payable as a percentage of Gross Sales under Sections 3(b)(i), 3(b)(ii)(1) and 3(b)(ii)(2)(G), the care services fee when payable as a percentage of Gross Sales under Section 3(d)(i)(1)(A) and the Fund fee under Section 9(b)(i) for Skilled Nursing Services only (collectively, the SNS Percentage-Based Fees), are capped in the aggregate at \$300,000 per month (the “Cap”).**
- (b) The Franchise will provide, as part of the Gross Sales report required under Section 11(b)(i)(1), a breakdown of Gross Sales from Skilled Nursing Services in the preceding month in the form prescribed by the Franchisor from time to time. Only the SNS Percentage-Based Fees calculated based on Gross Sales from Skilled Nursing Services reported by the Franchisee in accordance with this Section, as verified by the Franchisor, will be applied against the Cap.**
- (c) If the Washington Department of Financial Institutions’ Securities Division (the “Division”) determines that a cap is no longer required for any of the SNS Percentage-Based Fees, then Sections (a) and (b) directly above will no longer apply to such SNS Percentage-Based Fees. To the extent that a cap is still required by the Division for any of the SNS Percentage-Based Fees, the Franchisor may revise the Cap. To the extent such determination is made retroactive by the Division, the Franchisee will pay the Franchisor, for the period**

WASHINGTON

of retroactivity, the excess of the SNS Percentage-Based Fees that would have been payable without the Cap over the amount of SNS Percentage-Based Fees that were paid.”

Item 6 of the Disclosure Document and Section 16(g) of the Franchise Agreement are amended so that in the State of Washington liquidated damages constitute the lesser of the projected Royalty for two years or the remaining term for Washington franchisees.

The State of Washington does not permit the Franchised Business to be operated in a home office.

Franchisees who receive financial incentives to refer franchise prospects to the Franchisor may be required to register as franchise brokers under the laws of Washington State.

Section E on page 2 of the Franchise Agreement is deleted.

The following language is deleted from Section 2(g) of the Franchise Agreement:

“It is the Franchisee’s sole responsibility to investigate which licenses are necessary to the Franchised Business within the Franchisee’s Territory”.

The general release required by Section 4(b)(v) and 14(a)(iii)(3) of the Franchise Agreement does not apply to claims arising under the Washington Franchise Investment Act, RCW 19.100, and the rules adopted thereunder, except as provided in RCW 19.100.220(2).

The following language is deleted from Section 6(c) of the Franchise Agreement:

“The Franchisee acknowledges that prior to executing this Agreement and paying the Initial Franchise Fee, it has reviewed the minimum performance requirements provided for in this Agreement and agrees that they are reasonable and necessary for the development and protection of the Franchised Business and the System for the benefit of the Franchisor and all of its franchisees.”

Section 16(b) of the Franchise Agreement, the cross-default provision, does not apply to Washington franchisees.

Section 17(a)(viii) of the Franchise Agreement does not apply in the State of Washington.

Section 18(a)(i) of the Franchise Agreement does not apply in the State of Washington.

Section 19(a) of the Franchise Agreement is revised to add:

WASHINGTON

“, except to the extent caused by franchisor’s acts or omissions amounting to negligence, gross negligence, willful misconduct, strict liability, or fraud.”

The following phrase is deleted from Section 19(l) (Lawful Attorney) of the Franchise Agreement:

“and the Franchisee hereby agrees to ratify and confirm all such acts of the Franchisor as its lawful attorney and to indemnify and save the Franchisor harmless from all claims, losses or damages in so doing.”

Section 19(w) of the Franchise Agreement is not applicable with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Schedule C (Personal Guaranty), Section 14 of the Disclosure Document is deleted.

The following language is deleted from Schedule C (Personal Guarantee), Section 15 of the ~~Personal Guarantee (Schedule C of~~ Franchise Agreement):

“Guarantor acknowledges that Guarantor is not relying upon any statements or representations of Company not contained in this Continuing Guarantee and that such statements or representations, if any, are of no force or effect and are fully superseded by this Continuing Guarantee.”

The following language is deleted from the Exhibit A-3 (Acknowledgment and Agreement) of the Franchise Disclosure Document,:

“to the extent applicable and required under state law” and “but only to the extent and for so long as they embody valid, enforceable, and obligatory state law then in effect.”

The following language is added to Exhibit A-5 (Form of General Release) of the Franchise Disclosure Document:

“The Release in Exhibit A-5 is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.”

WASHINGTON

The following language is added to Exhibit A-6 (Non-Disclosure Agreement) of the Franchise Disclosure Document:

“Section 10 of Exhibit A-6 to the Franchise Disclosure Document (“Non-Disclosure Agreement”) does not apply with respect to claims under the Washington Franchise Investment Protection Act and the Rules adopted thereunder.”

The following phrase is added to Exhibit A-8 (Deposit Agreement) to the Franchise Disclosure Document:

“The Deposit Agreement (Exhibit A to the Franchise Disclosure Document) will not be used in Washington.”

Section 7 of Exhibit A-16 (Notice of Intent to Sell Non-Operational Franchise) does not apply to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

Section 9 of Exhibit A-16 (Notice of Intent to Sell Non-Operational Franchise) is amended to add:

“, except that the franchisee has no obligation to indemnify or hold harmless an indemnified party for liabilities to the extent that they are caused by the indemnified party’s negligence, strict liability, fraud”

Risk Factor:

Use of Franchise Brokers. The franchisor uses the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not ~~reply~~rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor’s current and former franchisees to ask them about their experience with the franchisor.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this _____ day of _____, 20_____.

Signature of Franchisor Representative

Signature of Franchisee Representative

Title of Franchisor Representative

Title of Franchisee Representative

WISCONSIN

With respect to franchise agreements governed by Wisconsin law, the following shall supersede any inconsistent provision:

The Wisconsin Fair Dealership Law applies to most franchise agreements in the state and prohibits termination, cancellation, nonrenewal or substantial change in the competitive circumstances of a dealership agreement without good cause. The Law further provides that 90 days' prior written notice of the proposed termination, etc. must be given to the dealer. The dealer has 60 days to cure the deficiency and if the deficiency is so cured the notice is void. The Disclosure Document and Franchise Agreement are hereby modified to state that the Wisconsin Fair Dealership Law, to the extent applicable, supersedes any provisions in the Franchise Agreement that are inconsistent with that Law. Wis. Stats. Ch. 135, The Wisconsin Fair Dealership Law. SEC 32.06(3), Wis. Adm. Code.

WISCONSIN

ACKNOWLEDGMENT AND AGREEMENT:

You acknowledge that you have received and reviewed the foregoing State Law Addenda/Amendments. All parties agree that, to the extent applicable and required under state law, the foregoing provisions are added to supersede or modify the existing provisions of the Franchise Agreement, but only to the extent and for so long as they embody valid, enforceable, and obligatory state law then in effect.

This Acknowledgment and Agreement may be signed in counterparts and delivered via facsimile or other electronic means.

ACKNOWLEDGED AND AGREED as of _____, 20__.

FRANCHISEE:

[FRANCHISEE NAME]

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(MUST BE SIGNED BY ALL OWNERS OF THE FRANCHISEE ENTITY)

FRANCHISOR:

NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA) INC.

By: _____

Title: _____

Date: _____

Nurse Next Door Home Healthcare Services (USA) Inc.
A-3 State-Specific Addenda/Amendments

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, Hawaii, Maryland, Minnesota and Washington franchisees should not complete this Questionnaire. A California, Maryland or Washington franchisee is one 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?

Tick one: Yes _____ No _____

If so, on what date did you receive the completed Franchise Agreement?

~~4.~~ Have you received and personally reviewed the franchise disclosure document (“FDD”) which was provided to you?

Tick one: Yes _____ No _____

On what date did you receive the FDD?

~~5.~~ **[Have you been advised that the investigation and compliance with regulatory requirements in the operation of your franchised business are your sole responsibility?]**

Tick one: Yes _____ No _____

~~6.~~ Did you sign a receipt for the disclosure document indicating the date you received it?

Tick one: Yes _____ No _____

~~7.~~ Do you understand all of the information contained in the FDD?

Tick one: Yes _____ No _____

If no, which parts of the FDD do you not understand? (attach additional pages, if necessary)

~~8.~~ Have you discussed the benefits and risks of operating a Franchised Business with an attorney, accountant or other professional advisor and do you understand those risks?

Tick one: Yes _____ No _____

If no, did you have the opportunity to do so?

QUESTIONS 9 THROUGH 16 DO NOT RELATE TO INFORMATION YOU MAY HAVE BEEN GIVEN DIRECTLY BY ANY EXISTING FRANCHISEES OF THE FRANCHISOR

~~9~~-Has any employee, broker or other person speaking on behalf of the Franchisor made any written or oral statement or promise concerning **the actual revenues, profits or operating costs** of a Franchised Business?

Tick one: Yes _____ No _____

~~10~~-Has any employee, broker or other person speaking on behalf of the Franchisor made any written or oral statement or promise concerning **the amount of money you may earn** in operating the Franchised Business?

Tick one: Yes _____ No _____

~~11~~-Has any employee, broker or other person speaking on behalf of the Franchisor made any written or oral statement or promise regarding **the costs you may incur in operating** the Franchised Business?

Tick one: Yes _____ No _____

~~12~~-Has any employee, broker or other person speaking on behalf of the Franchisor made any written or oral statement or promise regarding **the costs you may incur in starting** the Franchised Business that is contrary to, or different from, the information contained in the FDD?

Tick one: Yes _____ No _____

~~13~~-Has any employee, broker or other person speaking on behalf of the Franchisor made any written or oral statement or promise concerning **the likelihood of success that you should or might expect to achieve from operating** the Franchised Business?

Tick one: Yes _____ No _____

~~14~~-Has any employee, broker or other person speaking on behalf of the Franchisor made any written or oral statement, promise or agreement concerning **the advertising, marketing, training, support services or assistance that the Franchisor will furnish** to you that is contrary to, or different from, the information contained in the FDD?

Tick one: Yes _____ No _____

~~15~~-Has any employee, broker or other person speaking on behalf of the Franchisor made any written or oral statement, promise or agreement relating to any right you may have to acquire territory in addition to what will be initially granted to you under the Franchise Agreement?

Tick one: Yes _____ No _____

~~16~~-Has any employee, broker or other person speaking on behalf of the Franchisor made any other written or oral statement, promise or agreement relating to the Franchised Business that is contrary to, or different from, the information contained in the FDD?

Tick one: Yes _____ No _____

~~17.~~ If you have answered “Yes” to any of question nine (9) through sixteen (16), please provide a full explanation of your answer in the following lines (attach additional pages, if necessary). If you have answered “No” to each of the foregoing questions, please leave the following lines blank.

This Questionnaire does not waive any liability we may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND WE WILL RELY ON THEM.

BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

SIGNATURE _____

NAME (PRINT) _____

POSITION _____

NAME OF CORPORATION _____

DATE _____

Nurse Next Door Home Healthcare Services (USA) Inc.
A-4 Final Disclosure Questionnaire

Exhibit A-5

General Release

~~FORM OF RELEASE~~ FORM OF RELEASE

This GENERAL RELEASE (“Release”) is made this [Day] day of [Month], [Year], by [Franchise Name] (“Releasor”), as franchisee under and signatory to that certain Franchise Agreement dated [Date of Franchise Agreement] for the location of [Location] (the “Franchise Agreement”) entered into by and between Nurse Next Door Home Healthcare Services (USA) Inc. (“Franchisor”) and Releasor. This Release is being executed pursuant to the requirements of the Franchise Agreement as a condition of the rights granted by Franchisor to Releasor therein, and for other good and valuable consideration, the receipt of which is acknowledged by the parties. Releasor is **[transferring its franchised business to a successor-in-interest] OR [voluntarily ending its affiliation as a franchisee] OR [executing a successor agreement to continue the Franchised Business]**.

1. General Release. Releasor and the owners, affiliates, officers, agents, directors, shareholders, members, managers, trustees, partners, employees, attorneys, spouses, heirs and assigns of Releasor (collectively the “Releasing Parties”), hereby release, quit claim, and forever discharge Franchisor, its affiliates, and their respective owners, affiliates, officers, agents, directors, shareholders, members, managers, trustees, partners, employees, attorneys, insurers, spouses, heirs and assigns (collectively the “Released Parties”) of and from any and all manner of action and actions, cause and causes of action, claims, suits, damages, controversies, judgments, costs, fees, executions, and demands of any kind and nature whatsoever, at law or in equity, that the Releasing Parties had or now have, whether known or unknown, or contingent or fixed, for or by reason of, arising out of, or related to any matter, cause or thing whatsoever up until and including the date hereof (the “Claims”).

2. Representations and Warranties. Releasor represents and warrants to Company that, in entering into this Release, it (i) is doing so freely and voluntarily upon the advice of counsel and business advisor of its own choosing (or declined to do so, free from coercion, duress or fraud); (ii) has read and fully understands the terms and scope of this Release; (iii) realizes that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release; and (iv) has not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims which are called for to be released by this Release, that it is aware of no third party who contends or claims otherwise, and that it shall not purport to assign, transfer, or convey any such claim in the future.

3. Waiver of Statutory Preservation Provisions. Releasor and the Releasing Parties hereby expressly, voluntarily and knowingly waive, relinquish and abandon each and every right, protection and benefit to which Releasor and the Releasing Parties would be entitled, now or at any time hereafter under any statute, regulation, or common law principal of any jurisdiction, including Section 1542 of the Civil Code of the State of California, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the

(f) Any provision of this Release which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

(g) Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Release, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud.

(h) This Release shall be governed by and construed in accordance with the internal laws of the State of Washington, without reference to conflict of law principles.

[The Release is inapplicable with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.](#)

(signature page to follow)

IN WITNESS WHEREOF, the parties have caused this General Release to be duly executed.

[This Form of Release will not be signed at the time the Franchise Agreement is executed. Sign an execution copy of this Form of Release only in conjunction with a transfer or other approved, voluntarily relinquishment by Franchisee of its Franchise Agreement.]

FRANCHISOR:

NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA) INC.

By: _____

Name: _____

Its: _____

Date of Execution: _____

RELEASOR:

[Company Name]

- a _____ general partnership;
- a _____ limited partnership;
- a _____ limited liability company;
- an **[Province]** corporation

By: _____

Name: _____

Its: _____

Date of Execution: _____

Exhibit A-6

Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (this "Agreement") is made as of the ____ day of _____, 20 ___, by and between Nurse Next Door Home Healthcare (USA) Inc. ("Franchisor"), with its principal place of business in Vancouver, British Columbia, Canada, and _____ ("Recipient"), in his/her capacity as _____ of Franchisee.

WHEREAS, Franchisor owns certain Confidential Information (as defined below) that Franchisor is interested in allowing the Recipient to receive and/or observe; and

WHEREAS, the Recipient is interested in receiving and/or observing the Confidential Information that Franchisor discloses hereunder, all upon the terms and conditions, and solely for the purpose, set forth herein.

NOW, THEREFORE, in consideration of the mutual promise of the parties hereunder and other good and valuable consideration, the Parties hereby agree as follows:

~~1.~~ For the purposes of this Agreement, "**Confidential Information**" means information or data relating to the Franchisor, including without limitation information relating to tools and systems for home healthcare services, know-how, trade secrets, designs, purchasing, accounting, marketing, merchandising, selling, ideas, methods, processes, customer, business or financial data, plans, ideas or other information which is not generally and publicly known, and regardless of whether it is remembered or embodied in a tangible or electronic medium, but does not include information that:

- ~~(a)~~ Is in the public domain at the time of the disclosure to the Recipient;
- ~~(b)~~ Becomes part of the public domain subsequent to the disclosure to the Recipient through no fault of the Recipient;
- ~~(c)~~ The Recipient establishes through written records that the Confidential Information was in his or her possession prior to the disclosure from Franchisor or a franchisee thereof and was not acquired directly or indirectly from Franchisor or its franchisee; and
- ~~(d)~~ The Recipient is required by law to disclose; provided that the Recipient provides Franchisor sufficient advance notice of the Recipient's duty to disclose so Franchisor can take appropriate legal action to maintain the confidentiality of the Confidential Information.

~~2.~~ The Recipient acknowledges that much of the Confidential Information is the property of Franchisor and licensed to _____ ("Franchisee"), a franchisee under the terms of a franchise agreement ("Franchised Business").

~~3.~~ Except as may be required to properly carry out the Recipient's services and duties for the benefit of Franchisor and Franchisee, the Recipient shall not, at any time, whether during Recipient's tenure with the Franchisee or at any time thereafter, directly, indirectly or otherwise, use, communicate, disclose, disseminate, lecture upon or publish concerning Confidential Information of the Franchisor without first obtaining the written consent of Franchisor.

~~4.~~ Without limiting the obligations in Section 3, the Recipient shall not use, permit access to, possess any of the Confidential Information to the detriment or prejudice of Franchisor or the direct or indirect benefit of the Recipient and shall use best efforts to keep confidential and protect the Confidential

Information and the interests of Franchisor and shall exercise the degree of care that the owner of such information would reasonably be expected to employ for its own benefit.

~~5.~~ During the Recipient's tenure with the Franchisee, and for a period of two (2) years from and after the date of termination of said position with Franchisee or the termination of the relationship between Franchisee and Franchisor for any reasons whatsoever, the Recipient will not, either individually or in partnership or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder or in any manner whatsoever, directly or indirectly solicit, interfere with, induce, attempt to induce, or endeavor to cause any employee, agent, franchisee, vendor, client, account, referral source or Care Services Center employee to leave his or her relationship with Franchisor (or affiliated entity), nor to do business with any third party that is concerned with or interested in any Competitive Business of Franchisor ("Competitive Business" is defined as any business that is engaged principally in providing the same or similar services offered by the Franchisor's franchisees, and includes the business that was operated by the Franchisee as part of the Franchised Business. Competitive Business includes a business that offers services similar to the Franchisor's palliative care services, back-up / emergency care services, its concierge services, corporate home health care services or long-distance services but does not include any nursing services that the Franchisee's principal(s) may provide as an employee of a hospital or not-for-profit organization or any nursing services substantially identical to the services provided by the Franchisee's principal(s) before entering into the franchise agreement with Franchisor)

~~6.~~ The Recipient (in consideration of their position at Franchisee) covenants and agrees that, during the term of their tenure with Franchisee, Recipient shall not, without the prior written consent of the Franchisor, either individually or in partnership or jointly or in conjunction with any person, firm, association, syndicate or corporation, as principal, agent, shareholder or in any manner whatsoever, carry on or be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit their names or any part thereof to be used or employed in any business operating in competition with or similar to the Franchised Business or businesses similar to the Franchised Business.

~~7.~~ In the event of the termination of Recipient's position with Franchisee or termination of the Franchisee's relationship with Franchisor for any reason whatsoever, the Recipient (in consideration of Recipient's position with Franchisee) shall not, without the prior written consent of the Franchisor, at any time during the period of two (2) years from the date of such expiration or termination, either individually or in partnership or jointly or in conjunction with any person or persons, firm, association, syndicate, franchisor or syndication as principal, agent, shareholder or in any other manner whatsoever carry on, be engaged in or be concerned with or interested in or advise, lend money to, guarantee the debts or obligations of or permit its name or any part thereof to be used or employed by any person or persons, firm, association, syndicate, franchisor or corporation engaged in or concerned with or interested in any Competitive Business within the Territory or within a twenty (20) mile radius of the perimeter of the Franchisee's restricted territory or the perimeter of the restricted territory of any other franchisee of the Franchisor or any affiliate of the Franchisor.

~~8.~~ The Recipient will not in any way enter into any discussions or communications which could reasonably be expected to disparage the reputation of the Franchisor, whether during the term of the Recipient's tenure with the Franchisee or at any time thereafter.

~~9.~~ If any covenant or provision contained in this Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to effect or impair the enforceability or validity of any other covenant or provision of this Agreement or any part thereof.

~~10.~~ The Recipient acknowledges and agrees that a breach by the Recipient of any of the covenants contained in this Agreement would result in damages to Franchisor, and that Franchisor could not be adequately compensated for such damages by monetary award. Accordingly, the Recipient agrees that in the event of any such breach, in addition to all other remedies available to Franchisor at law or equity, Franchisor will be entitled as a matter of right to apply to a court of competent equitable jurisdiction for such relief by way of restraining order, injunction, decree or otherwise as may be appropriate to ensure compliance by the Recipient with the provisions of this Agreement.

~~11.~~ Only the Franchisor may at any time waive in whole or in part the benefit of any provision of this Agreement or any default by the Recipient hereunder; provided, however, that any waiver on any occasion will be deemed not to be a waiver of any subsequent default or a waiver of any other provision or default.

~~12.~~ This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Washington, and shall be binding upon the parties hereto in the United States. The federal and state courts within the State of Washington shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement.

~~13.~~ This Agreement constitutes the entire agreement between the parties and shall supersede all previous expectations, understandings, communications, representations and agreements whether verbal or written between the parties with respect to the subject matter.

~~14.~~ No amendment to this Agreement shall be valid unless it is evidenced by a written agreement executed by all of the parties. This Agreement is personal to the Recipient and may not be assigned by him or her at any time. Franchisor may assign this Agreement at any time.

EXECUTED as of this _____ day of _____, 20____.

RECIPIENT

By: _____
(signature of Recipient)

NURSE NEXT DOOR HOME HEALTHCARE (USA) INC.

By:

Nurse Next Door Home Healthcare Services (USA) Inc.
A-6 Non-Disclosure Agreement

Its: _____

Nurse Next Door Home Healthcare Services (USA) Inc.
A-6 Non-Disclosure Agreement

Exhibit A-7

Termination Agreement and Release of Claims

a. Provided Franchisee and Guarantor are successful in selling and completing all Transfer requirements for the Franchised Businesses to one or more approved third part(ies) as addressed in subparagraph 3(b) above, Franchisor agrees that Franchisee and Guarantor are not responsible for removing all Franchised Businesses and associated trademarks and signage from the land, buildings, signage, fixtures, furniture, equipment and appliances at the Franchised Businesses. However, if Franchisee and Guarantor are unsuccessful in selling one or more of the Franchised Businesses to one or more approved third part(ies) prior to the Termination Date, Franchisee and Guarantor will then be immediately required to remove all trademarks, signs, insignia, proprietary products and ingredients and all other materials noted in this subparagraph 4(a) from the premises of the Franchised Businesses that have not been transferred.

b. Franchisee and Guarantor agree that they will not make comments or statements, in any letter, e-mail or in any form of media, including social media which use or refer to the Franchised Businesses trademarks or any other trademarks owned by Franchisor in a derogatory, negative or inappropriate manner or would reasonably be expected to harm the reputation of the Franchisor or could reasonably be expected to lead to unwanted or ~~unfavourable~~unfavorable publicity. This non-disparagement covenant is a fundamental term of this Agreement.

b. Franchisee and Guarantor agree not to sell or otherwise dispose of any of the proprietary Franchised Businesses' information, materials or packaging to any third party that is not an authorized Franchised Business franchisee.

d. Each of the Franchisee and Guarantor, on the one hand, and the Franchisor and its officers, directors and employees on the other hand, agree that they will not make, utter, write, repeat, publish, republish or broadcast comments or statements about the other(s) or their associated, related or affiliated entities or any of their respective officers, directors, shareholders, employees or agents that are disparaging or defamatory or be the source of such comments or statements, in any letter, e-mail or in any form of media, including social media. Nothing in this Agreement is intended to prevent the Franchisee or Guarantor from making fair comments in the event that they are contacted by a prospective franchisee of the Franchisor, in respect of which there is a qualified privilege. Nothing in this Agreement is intended to prevent Franchisor from making fair comments internally within the Nurse Next Door system in respect of which there is a qualified privilege. If this covenant is breached, then the affected party may seek an interim, interlocutory and permanent injunction to restrain the party responsible for the comments or statements from making such comments or statements in the future in addition to any claim for damages that the affected party may choose to seek.

7. General Provisions

a. This Agreement is only effective upon signature by both parties.

AGREED UPON AND EXECUTED BY:

[FRANCHISEE]:

NAME:

TITLE:

DATE:

PRINCIPALS:

SIGNATURE:

NAME:

TITLE:

DATE:

SIGNATURE: _____

NAME:

TITLE:

DATE:

FRANCHISOR

NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA) INC.

Nurse Next Door Home Healthcare Services (USA) Inc.
A-7 Termination Agreement and Release of Claims

SIGNATURE:

NAME AND TITLE:

DATE:

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, after which it will be non-refundable.~~

~~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 Seventy-Two Thousand Dollars (\$72,000) plus applicable taxes, of which the Deposit will form a part, and the balance of which, namely, the sum of Sixty-Nine Thousand Five Hundred Dollars (\$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 Company and wholly ~~non-refundable~~non-refundable, in accordance with the terms and conditions as set forth in the Company's standard form of Franchise Agreement.

~~5.~~The Applicant understands that Company's verbal approval and the acceptance by the Company of a deposit from the Applicant is no guarantee that the Applicant will be granted a Nurse Next Door home care services franchise, and that the Company may reject this Application for any reason whatsoever, up to the time of execution of the Franchise Agreement by the Company and full payment of the balance of the initial franchise fee and the entire technology start-up fee.

~~6.~~Payments of the initial franchise fee, technology start-up fee and the continuing royalties and advertising amounts under the Franchise Agreement will also be accompanied by payment of all applicable taxes.

~~7.~~This Agreement will be construed in accordance with and governed by the laws of the State of Washington without regard to principles of conflicts of law, except that no Washington statute or regulation will apply or shall give rise to any right or claim unless the territory contemplated under this Agreement is in the State of Washington and such statute or regulation would apply to this Agreement by its own terms in the absence of any choice of law provision. The King County Superior Court in Seattle, Washington or the U.S. District Court for the Western District of Washington in Seattle, Washington, as appropriate, shall have exclusive jurisdiction to entertain any proceeding in respect of this Agreement, and the Applicant and the Company each attorney to the jurisdiction of such courts in all matters related to this Agreement; provided that the Company may obtain relief in such other jurisdictions as may be necessary or desirable to obtain declaratory, injunctive or other relief to enforce the provisions of this Agreement.

DATED this ____ day of _____, 202__.

[name]

Nurse Next Door Home Healthcare Services (USA), Inc. hereby acknowledges the foregoing together with the receipt of the amount of the Deposit referred to above and agrees to further consider the Applicant as a candidate for franchise as referred to above.

DATED this ____ day of _____, 202__.

NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA) INC.

By: _____

Name: _____

Title: _____

~~NURSE NEXT DOOR~~ NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA)
INC.
LOAN AND SECURITY AGREEMENT

THIS LOAN AND SECURITY AGREEMENT (this “Agreement”) is made and entered into as of **[date]** (the “Effective Date”) by and among Nurse Next Door Home Healthcare Services (USA) Inc., a corporation incorporated under the laws of Washington (the “Lender”), **[name of franchisee]** (the “Borrower”) and **[name(s) of shareholders]** (the “Guarantors”).

- ~~A.~~ Lender is in the business of selling Nurse Next Door® franchises in the United States.
- ~~B.~~ Borrower has been formed for the sole purpose of owning and operating franchise outlets of the Lender in the **[location]** area.
- ~~C.~~ For the sole purpose of purchasing the franchise in the **[location]** area from Lender, Borrower desires to borrow the Principal Loan Amount (defined below) from Lender, and Lender is willing to loan the Principal Loan Amount to Borrower (the “Loan”) upon the terms and conditions set forth herein and in the other documents executed and delivered in connection herewith.
- ~~D.~~ Lender and Borrower have entered into a Franchise Agreement (the “Franchise Agreement”) dated the **[date]** and executed on the **[date]**. Capitalized terms used, but not defined, herein shall have the meaning as defined in the Franchise Agreement.

AGREEMENT

~~LOAN~~ LOAN.

BASED ON THE TERMS AND CONDITIONS PROVIDED HEREIN, LENDER MAY ADVANCE FUNDS TO BORROWER IN THE PRINCIPAL AMOUNT OF USD \$[LOAN AMOUNT] DOLLARS (“PRINCIPAL LOAN AMOUNT”).: INTEREST SHALL ACCRUE ON THE UNPAID PRINCIPAL LOAN AMOUNT AT A RATE OF PRIME RATE PLUS 5% PER ANNUM. SHOULD THERE BE ANY DEFAULT OF THE TERMS SET-OUT HEREIN, INTEREST SHALL ACCRUE ON THE UNPAID PRINCIPAL LOAN AMOUNT FROM THE DATE OF PAYMENT DEFAULT AND CONTINUING UNTIL REPAYMENT OF THE LOAN IS PAID IN FULL, AT RATE OF PRIME RATE PLUS 10% PER ANNUM, COMPOUNDED SEMI-ANNUALLY. PRIME RATE MEANS THE PRIME RATE AS PUBLISHED BY THE WALL STREET JOURNAL OR COMPARABLE PUBLICATION SELECTED BY THE LENDER IF THE WALL STREET JOURNAL IS NO LONGER PUBLISHED.

~~BASED ON THE TERMS AND CONDITIONS PROVIDED HEREIN, LENDER MAY ADVANCE FUNDS TO BORROWER IN THE PRINCIPAL AMOUNT OF USD \$[LOAN AMOUNT] DOLLARS (“PRINCIPAL LOAN AMOUNT”).: INTEREST SHALL ACCRUE ON THE UNPAID PRINCIPAL LOAN AMOUNT AT A RATE OF PRIME RATE PLUS 5% PER ANNUM. SHOULD THERE BE ANY DEFAULT OF THE TERMS SET OUT HEREIN, INTEREST SHALL ACCRUE ON THE UNPAID PRINCIPAL LOAN AMOUNT FROM THE DATE OF PAYMENT DEFAULT AND~~

~~CONTINUING UNTIL REPAYMENT OF THE LOAN IS PAID IN FULL, AT RATE OF PRIME RATE PLUS 10% PER ANNUM, COMPOUNDED SEMI-ANNUALLY. PRIME RATE MEANS THE PRIME RATE AS PUBLISHED BY THE WALL STREET JOURNAL OR COMPARABLE PUBLICATION SELECTED BY THE LENDER IF THE WALL STREET JOURNAL IS NO LONGER PUBLISHED.~~

~~BORROWER PROMISES TO PAY, TO THE ORDER OF LENDER, THE PRINCIPAL LOAN AMOUNT AS FOLLOWS:~~BORROWER PROMISES TO PAY, TO THE ORDER OF LENDER, THE PRINCIPAL LOAN AMOUNT AS FOLLOWS: \$[down payment] on or before [date];

~~(b)~~ \$[] per month for each of the [twelve (12)] months from [date] through [date], payments must begin [time frame] after signing this agreement;

~~(e)~~ All payments due to Lender under this Agreement shall be paid in the same manner as Borrower's other obligations due to Lender under the terms of the Franchise Agreement.

~~(e)~~ Payment: Borrower will have the right prepay the Loan in whole or in part at any time. Prepayment can be made without penalty or additional fees.

2. Security Interest; Collateral. As security for the Loan, whether for principal, reimbursement, interest, fees, penalties, costs or expenses, as to each Lender under this Agreement (collectively, the "Obligations"), Borrower grants Lender a security interest in the Collateral. This security interest shall continue until and immediately terminate upon payment in full of all Obligations. Borrower agrees to cooperate and take all other actions reasonably requested by the Lender to perfect and ensure continued perfection of the security interests granted pursuant to this Agreement, including, at or following Closing and as requested by the Lender, the filing of one or more financing statements. Company agrees to not sell, transfer, assign, mortgage, pledge, lease, grant a security interest in, or encumber any of the Collateral until payment in full of Obligations. "Collateral" means the Receivables and proceeds thereof. "Receivables" means all rights to the payment of money now owned or hereafter acquired by Borrower, whether due or to become due and whether or not earned by performance including, but not limited to, Accounts, chattel paper, instruments, general intangibles, letter of credit rights, and all guaranties and security therefor and all contracts relating thereto and all returned and repossessed goods; provided that the same arise in connection with the Borrower's operation of the franchise purchased using the Principal Loan Amount. "Accounts" means all amounts due and to become due to Borrower from its customers and other accounts, contract rights, chattel paper, instruments and documents, whether now owned or to be acquired by Borrower, provided that the same arise in connection with the operation of the franchise.

3. Use of Proceeds. All loan proceeds received by the Borrower pursuant to this Agreement shall solely be used for the purpose of paying the purchase price for the [location] franchise of Nurse Next Door® from the Lender pursuant to the Franchise Agreement.

6.4 No Conflicts. The execution, delivery and performance of and compliance with this Agreement will not result in a breach or violation of or constitute a material default under any Instrument or Law, require any consent or waiver (which has not been obtained) under any such Instrument or Law, or result in the creation of any pledge, lien, encumbrance or charge upon any of the properties or assets of the Borrower pursuant to any such Instrument or Law.

6.5 No Brokers. No person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against the Borrower for any commission or fee or other compensation as a finder or broker because of any act or omission of the Borrower or any agent of the Borrower.

7. Representations and Warranties of the Lender. Lender represents to the Borrower as follows with respect to this Agreement as of the Closing:

7.1 Power and Authority. The Lender has the full power and authority to enter into this Agreement and perform the transactions contemplated by this Agreement. This Agreement when executed and delivered by the Lender shall constitute valid and binding obligations of the Lender enforceable in accordance with its terms, subject to the laws of general application relating to bankruptcy, insolvency, the relief of debtors and to rights to indemnity.

7.2 No Conflicts. The execution and delivery of and performance of the transactions contemplated by this Agreement is not in conflict with or will not result in any material breach of any terms, conditions or provisions of, or constitute a material default under any indenture, lease, agreement, order, judgment or other instrument to which the Lender is a party.

7.3 No Brokers. No person has or will have, as a result of the transactions contemplated by this Agreement, any right, interest or valid claim against the Lender or the Borrower for any commission fee or other compensation as a finder or broker because of any act or omission of such Lender or any agent for the Lender.

8. Other Covenants.

~~8.1 Personal Guarantee~~Personal Guarantee Borrower acknowledges that as an inducement to the Lender making the Loan, Guarantor has agreed to personally guarantee Borrower's Obligations as described herein. By executing this Agreement, Guarantor acknowledges that he or she is primary obligor under this Agreement, and not merely a surety for the obligations of Borrower. Lender shall not be obligated to resort to or exhaust any recourse which it may have against Borrower before being entitled to claim against Guarantor.

~~(b)~~ This guarantee of performance of the Obligations by the Borrower and the obligations of the Guarantor contained in this Section 9 are not limited to any particular period of time but shall continue until all of the terms, covenants and conditions of this Agreement have been fully and completely performed by the Borrower or otherwise discharged by Lender, and the Guarantor shall not be released from any liability under this Section 9 so long as there is any claim of the Lender against the Borrower arising out of the Obligations that has not been fully performed, settled or discharged.

~~(e)~~ This guarantee shall not be affected by the death, disability or reorganization of the Borrower or any of its directors, officers or shareholders, or any change in the Guarantor's financial condition in the business or financial condition of the Borrower or any of its directors, officers or shareholders (including by way of insolvency, bankruptcy or receivership).

~~8.2~~ Further Assurances. Each party hereto covenants and agrees that at any time after the Closing it will promptly execute and deliver such further instruments and documents and take such further action as may reasonably be required in order to carry out the full intent and purpose of this Agreement.

~~8.3~~ Financial Reporting. The Franchisee agrees to submit quarterly financial statements for the term of the loan upon request from the Franchisor.

~~9~~ GENERAL.

~~9.1~~ Assignment. This Agreement may not be assigned without the prior written consent of the Lender. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

~~9.2~~ Expenses. Each party hereto shall be responsible for its own fees and expenses incurred in connection with the negotiation, execution and consummation of the transactions contemplated by this Agreement.

~~9.3~~ Governing Law. This Agreement shall be governed by the laws of Washington State, without application of conflicts of laws principles.

~~9.4~~ Lawyers' Fees. Should any dispute resolution proceeding, including litigation, mediation or arbitration be commenced between the parties concerning the rights or obligations of the parties under this Agreement, the party prevailing in such action shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its lawyers' fees in such action. This amount shall be determined by the neutral in such action or in a separate action brought for that purpose.

~~9.5-Disputes.~~ At any time and at the request of either Borrower or the Lender, any unresolved disputes arising out of or related to this Agreement shall be settled in accordance with the terms of the dispute resolution provisions of the Franchise Agreement.

~~9.6-Notices.~~ Any notice required or permitted hereunder shall be given in writing either by personal delivery, by confirmed facsimile or email, by overnight courier, or by mail, postage prepaid, certified or registered, return receipt requested or by electronic mail, as authorized herein, to the address or electronic mail address set forth on the signature page hereto, or to such other address as may be provided in writing by the parties. The date on which any such notice is so personally delivered or on which the confirmed facsimile is transmitted, or if such notice is given by overnight courier or by mail, the second business day after its deposit, shall be deemed to be the effective date of such notice, or if such notice is delivered by electronic mail, the date on which the electronic mail is received.

~~9.7-Amendments and Waivers.~~ Any provision of this Agreement may be amended, modified or terminated, and the observance of any provision contained therein may be waived only with the written consent of the Borrower and the Lender. An amendment to the payment schedule and structure will require a formal written proposal in form of the Franchisors choosing, alongside the payment of \$500 USD from the Borrower to the Franchisor. Approval must be granted by the Franchisor before the amendment will come into effect.

~~9.8-Severability.~~ In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

~~9.9-Entire Agreement.~~ This Agreement and the schedules and exhibits hereto, constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof. Any previous agreement among the parties relative to the specific subject matter hereof is superseded by this Agreement.

~~9.10-Counterparts.~~ This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Loan and Security Agreement as of the date first written above.

BORROWER:

[Company]

By:

Title:

Address:

Fax:

Email:

GUARANTOR:

[Name]

Address:

Fax:

Email:

GUARANTOR:

[Name]

Address:

Fax:

Email:

LENDER:

NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA) INC.

By:

Address: 300, 1788 West 5th Avenue

Vancouver, B.C., Canada V6J 1P2

Fax: 604.228.4359

Email: bizintel@nursenextdoor.ca

Exhibit A-10

Assignment of Franchise Agreement

**ASSIGNMENT OF FRANCHISE AGREEMENT
TO A CONTROLLED CORPORATION**

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

AMONG:

~~**NURSE NEXT DOOR**~~ **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

(the "**Franchisor**")

AND:

[**NAME OF INDIVIDUAL(S)**]
[123 Main Street
Vancouver, BC, Canada
V6M 3W6]

(together, the "**Assignor**")

AND:

[**NAME OF CONTROLLED CORPORATION**]
[123 Main Street
Vancouver, BC, Canada
V6M 3W6]

(the "**Assignee**")

WHEREAS:

- A.** The Franchisor and Assignor entered into a franchise agreement dated [Franchise Agreement Date] for the location of [Name of Location] (the “**Franchise Agreement**”), and an addendum to the Franchise Agreement dated [date], pursuant to which the Franchisor was the franchisor and the Assignor was the franchisee of a Franchised Business;
- B.** [IF SECOND LOCATION The Franchisor and Assignor entered into a franchise agreement dated [Date] for the location of [Name of Location] (the “**[Location]Franchise Agreement**”), and an addendum to the Franchise Agreement dated [Date], pursuant to which the Franchisor was the franchisor and the Assignor was the franchisee of a Franchised Business;]

EXECUTED as of the Effective Date.

ASSIGNOR:

[Name of Individual]

[Name of Individual]

ASSIGNEE:

[CONTROLLED CORP. NAME]

By: _____

Name: _____

Title: _____

(for the Assignee, and in a personal capacity as to the representations in section 5)

FRANCHISOR:

~~NURSE NEXT DOOR~~ NURSE NEXT DOOR HOME HEALTHCARE SERVICES (USA),
INC.

By: _____

Name: _____

Title: _____

Exhibit A-11

Addendum (To Franchise Agreement Upon Assignment)

ADDENDUM

This addendum agreement (the “**Agreement**”) is made this [Day] day of [Month], [Year].

AMONG:

~~NURSE NEXT DOOR~~NURSE NEXT DOOR HOME
HEALTHCARE SERVICES (USA) INC., a corporation
incorporated under the laws of Washington, with an office
located at 300 West 5th Avenue, Vancouver, BC, Canada,
V6J 1P2

(the “**Franchisor**”)

AND:

[**NAME OF CONTROLLED CORPORATION**]
[123 Main Street
Anytown, State, USA
12345]

(the “**Franchisee**”)

AND:

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

(the “**Principal**”)

WHEREAS:

G. The Franchisor, Franchisee and Principal entered into a franchise agreement dated [Date of Franchise Agreement] for the location of [Location] (the “**Franchise Agreement**”) pursuant to which the Franchisor was the franchisor, the Franchisee was the franchisee and the Principal was the principal of a Franchised Business; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties covenant and agree as follows:

Nurse Next Door Home Healthcare Services (USA) Inc.
A-11 Addendum (To Franchise Agreement Upon Assignment)

1. Interpretation. Except as otherwise provided in this Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the Franchise Agreement. In the case of any conflict between this Agreement and the Franchise Agreement, this Agreement shall govern.

2. Performance Acknowledgement. The Franchisor hereby acknowledges receipt, due performance and/or full satisfaction of the amounts, payments and obligations set out in the following sections of the Franchise Agreement:

- Section 2(f)(i) – training program;
- Section 3(a) – initial franchise fee;;
- Section 3(c)(v) – technology start up fee;
- Section 5(a)(i) – during training that reveal inability to operate a franchise; and
- Section 9(d) – pre-opening branding and promotion.

3. Start Date. Section [1(bb)] of the New Franchise Agreement is hereby deleted in its entirety and replaced as follows:

“(aa) “**Start Date**” means [12:01am] local standard time on [Start Date];”

(signature page to follow)

ADDENDUM

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

AMONG:

~~NURSE NEXT DOOR~~NURSE NEXT DOOR HOME
HEALTHCARE SERVICES (USA), INC., a corporation
incorporated under the laws of Washington, with an office
located at 300, 1788 West 5th Avenue, Vancouver, BC,
Canada, V6J 1P2

(the “**Franchisor**”)

AND:

[NAME OF CONTROLLED CORPORATION]
Street
City, State, USA
Zip Code]

(the “**Franchisee**”)

WHEREAS:

- H. The Franchisor and Franchisee entered into a franchise agreement for the location of [Location] dated [Original FA Date] and all addenda executed in relation thereto (the “**Franchise Agreement**”) pursuant to which the Franchisor was the franchisor, the Franchisee was the franchisee of a Franchised Business;
- I. The Franchisor and Franchisee are desirous of renewing the Franchise Agreement in accordance with Section 4(b) thereof through the execution of a new franchise agreement for the location of [Location] dated [New Agreement Date] (“**New Franchise Agreement**”); and
- J. The parties hereto wish to enter into this Agreement to modify certain sections of the New Franchise Agreement to reflect that the New Franchise Agreement is a renewal of the Franchise Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties covenant and agree as follows:

Nurse Next Door Home Healthcare Services (USA) Inc.
A-12 Addendum (To Franchise Agreement Upon Renewal)

EXECUTED as of the day and year first above written.

FRANCHISEE:

[FRANCHISEE]

By: _____

Name: _____

Title: _____

FRANCHISOR:

**NURSE NEXT DOOR HOME
HEALTHCARE SERVICES (USA) INC.**

By: _____

Name: _____

Title: _____

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between [Name of Corporation], a [state] limited liability company, (“Covered Entity”) and Nurse Next Door Home Healthcare Services (USA) Inc. (“Business Associate”), effective as of the date last signed below (“Effective Date”).

RECITALS

WHEREAS, the parties contemplate one (1) or more arrangements (collectively, the “Arrangement”) whereby Business Associate provides services to Covered Entity and Business Associate creates, receives, maintains, transmits, or has access to Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations (“CFR”) Parts 160, 162, and 164 (“Privacy Regulations” and “Security Regulations”); and

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure or use of Protected Health Information by or to Business Associate if such a contract is not in place.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

I.1 ~~1.1~~ Terms used, but not otherwise defined, in this Agreement shall have the same meaning as set forth in 45 CFR, Parts 160, 162, and 164.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

II.1 ~~2.1~~ Permitted Uses and Disclosures of Protected Health Information (“PHI”). Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such Use or Disclosure of PHI would not violate the Privacy Regulations or Security Regulations if done by Covered Entity. Business Associate agrees not to Use or Disclose PHI other than as permitted or required by this Agreement, or as required by law.

II.2 ~~2.2~~ Adequate Safeguards for PHI. Business Associate warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement or as required by law.

II.3 ~~2.3~~ Adequate Safeguards for EPHI. Business Associate warrants that it shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate further warrants that it shall comply with the HIPAA Security Regulations, where applicable, with

respect to EPHI to prevent the Use or Disclosure of EPHI other than as permitted by this Agreement.

II.4 ~~2.4~~ Reporting Non-Permitted Use or Disclosure, Security Incident, or Breach.

(a) Business Associate shall notify Covered Entity of any Use or Disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

(b) Business Associate shall notify Covered Entity of any Security Incident of which it becomes aware that results in the unauthorized access, use or disclosure of the Covered Entity's PHI. Notwithstanding the foregoing, Business Associate has no obligation to notify Covered Entity of any Security Incident that does not result in the unauthorized access, use, or disclosure of PHI, including, but not limited to, pings on Business Associate's firewall, port scans, attempts to log onto a system or enter a database with an invalid password or username, denial-of-service attacks that do not result in the system being taken off-line, or malware such as worms or viruses.

(c) As required by 45 CFR 164.410, Business Associate shall report to Covered Entity a Breach of Unsecured Protected Health Information following Business Associate's discovery of such Breach. For purposes of the foregoing obligation, "Breach" shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, as further defined in 45 CFR 164.402.

II.5 ~~2.5~~ Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy Regulations.

II.6 ~~2.6~~ Access to and Amendment of PHI. If Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to provide Covered Entity with access to such PHI upon Covered Entity's request and as required by 45 CFR Section 164.524. Additionally, if Business Associate maintains PHI in a Designated Record Set, Business Associate agrees to make amendments to any such PHI upon Covered Entity's request and as required by 45 CFR Section 164.526.

II.7 ~~2.7~~ Accounting of Disclosures. Upon request by Covered Entity and upon thirty (30) days written notice provided to Business Associate, Business Associate shall provide to Covered Entity an accounting, as required by 45 CFR 164.528, of each Disclosure of PHI made by Business Associate.

II.8 ~~2.8~~ Use of Subcontractors. Business Associate shall ensure that any subcontractor who creates, receives, maintains, or transmits PHI on its behalf agrees to the same restrictions and conditions that apply to the Business Associate with respect to such information.

II.9 ~~2.9~~ Compliance with Covered Entity Obligations. To the extent Business Associate carries out Covered Entity's obligations under the Privacy Regulations and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.

II.10 ~~2.10~~ HITECH Act Compliance. Business Associate will comply with the requirements of the HITECH Act, codified at 42 U.S.C. §§ 17921–17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (HHS) to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

III. OBLIGATIONS OF COVERED ENTITY

III.1 ~~3.1~~ Covered Entity shall, upon request, provide Business Associate with its current Notice of Privacy Practices adopted in accordance with the Privacy Regulations.

III.2 ~~3.2~~ Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the Use or Disclosure of PHI if such changes affect Business Associate's permitted or required Uses and Disclosures of PHI hereunder.

IV. ADDITIONAL PERMITTED USES

IV.1 ~~4.1~~ Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI as set forth below:

(a) Use of Information for Management, Administration and Legal Responsibilities. Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(b) Disclosure of Information for Management, Administration and Legal Responsibilities. Business Associate may Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate if the Disclosure is required by law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purpose of which it was Disclosed, and the person notifies Business Associate of any instances of which it is aware where confidentiality of the information has been breached.

V. TERM AND TERMINATION

V.1 ~~5.1~~ Term and Termination. This Agreement shall commence as of the Effective Date and shall continue in effect unless and until terminated by either party under this Section ~~5.1~~5.1. Either party shall have the right to terminate this Agreement if the other party is in material breach or violation of its obligations under this Agreement; provided that the non-breaching party provides the breaching party with thirty (30) days written notice to cure to the breach. In the event that both parties determine that termination is not feasible, the

non-breaching party may report such breach to the Secretary. A breach of this Agreement by either the Business Associate or the Covered Entity does not constitute a breach of any other document or agreement between the Business Associate or the Covered Entity.

V.2 ~~5.2~~ Disposition of PHI upon Termination. Upon termination of this Agreement, Business Associate shall either return or destroy, all PHI maintained in any form by Business Associate or its agents and subcontractors, and shall retain no copies of such PHI. However, if neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate: (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

VI. GENERAL TERMS

VI.1 ~~6.1~~ No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

VI.2 ~~6.2~~ Relationship to Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of any other agreement between the parties, the provisions of this Agreement shall control.

VI.3 ~~6.3~~ Legal Compliance. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, the Security Regulations, and any other applicable federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information.

VI.4 ~~6.4~~ Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

VI.5 ~~6.5~~ Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Washington without regard to principles of conflicts of law, except that no Washington statute or regulation shall apply or shall give rise to any right or claim unless the Covered Entity is in the State of Washington and such statute or regulation would apply to this Agreement by its own terms in the absence of any choice of law provision. The King County Superior Court in Seattle, Washington or the U.S. District Court for the Western District of Washington in Seattle, Washington, as appropriate, shall have exclusive jurisdiction to entertain any proceeding in respect of this Agreement, and the Covered Entity and the Business Associate each attorn to the jurisdiction of such courts in all matters related to this Agreement; provided that the Business Associate may obtain relief in such other jurisdictions as may be necessary or desirable to obtain declaratory, injunctive or other relief to enforce the provisions of this Agreement.

VI.6 ~~6.6~~ Amendment. Upon request by Business Associate, Covered Entity agrees to promptly enter into negotiations with Business Associate concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws. Business Associate may terminate this Agreement upon thirty (30) days written notice to Covered Entity in the event: (a) Covered Entity does not promptly enter into negotiations to amend this Agreement when requested by Business Associate pursuant to this Section, or (b) Covered Entity does not enter into an amendment of this Agreement providing assurances regarding the safeguarding of PHI that Business Associate, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws

VI.7 ~~6.7~~ Independent Contractor. Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. No acts performed or words spoken by either party with respect to any third party shall be binding upon the other. Any and all obligations incurred by either party in connection with the performance of any of its obligations hereunder shall be solely at that party's own risk. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

VI.8 ~~6.8~~ Entire Agreement. This Agreement is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, written or oral, with respect to such subject matter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last signed below.

Business Associate:

Covered Entity:

Nurse Next Door Home Healthcare Services (USA) Inc.

[Name of Corporation]

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Exhibit A-15
Performance Delay Addendum

ADDENDUM

This addendum agreement (the “**Agreement**”) is made this [XX] 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

(the “**Franchisor**”)

AND:

[FRANCHISEE]
Street Address
City, State, USA
Zip Code

(the “**Franchisee**”)

WHEREAS:

~~A.~~—The Franchisor and Franchisee entered into a franchise agreement dated [Franchise Agreement Date] for the location of [Territory, State] (the “**[TERRITORY] Franchise Agreement**”)

~~B.~~—The Franchisee has requested to delay specific performance requirements of the [territory] Franchise Agreement.

~~C.~~—The Franchisor has consented to the delay.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties covenant and agree as follows:

1. Interpretation. Except as otherwise provided in this Agreement, all capitalized terms used herein shall have the meanings ascribed to them in the Franchise Agreement. In the case of any conflict between this Agreement and the Franchise Agreement, this Agreement shall govern.

2. Start Date. Section 1(bb) of the [territory] Franchise Agreement is hereby deleted in its entirety and replaced as follows:

“(bb) “**Start Date**” means on or before [Date].

3. Duties and Obligations. Section 7(xiii) is hereby deleted and replace as follows:

“(xiii) provide and equip at its cost and expense a motor vehicle which shall conform to the standards and specifications set forth in the Manuals, which includes a requirement to wrap the motor vehicle with the NURSE NEXT DOOR® brand (which artwork, lettering, color scheme, size and overall appearance is to be approved in writing in advance by the Franchisor); such vehicle may be one that is already owned by the Franchisee provided that it is no older than five years and otherwise meets the specifications contained in the Manuals; the franchisor and the franchisee agree to a [TIMEFRAME] month delay, from the operational start date, in wrapping a motor vehicle for the [territory] Franchise Agreement.”

4. Minimum Performance Requirements. Section 2(c) is hereby amended to include the addition of the following sentence:

“the minimum performance requirements for the [territory] Franchise Agreement will be delayed by [timeframe] months from the operational start date.”

5. Monthly Technology Fee. Section 3(c)(i)(1) is hereby amended to include the addition of the following sentence:

“(ii) The Franchisee is required to pay the Franchisor a mandatory monthly technology maintenance fee of five hundred (\$500) dollars. The Franchisor reserves the right to increase the infrastructure territory fees to such levels as the Franchisor deems reasonable effective upon any renewal of the Franchise Agreement to be disclosed to the Franchisee prior to the Franchisee’s renewal of the Franchise Agreement. The five hundred (\$500) dollar fee is hereby delayed by months (x) from the operational Start Date.”

6. [OPTIONAL] Performance Acknowledgement. The Franchisor hereby acknowledges receipt, due performance and/or full satisfaction of the amounts, payments and obligations set out in the following sections of the Franchise Agreement:

- Section 3(c)(vi) – Technology Start-up Fee;

(signature page follows)

EXECUTED as of the _____ day of _____ ~~2022~~2025 .

FRANCHISEE:

[FRANCHISEE NAME]

By: _____
(authorized signatory)

Name: _____
(print)

FRANCHISOR:

NURSE NEXT DOOR HOME HEALTHCARE SERVICES, USA INC.

By: _____
(authorized signatory)

Name: _____
(print)

Exhibit A-16

Notice of Intent to Sell – Non-Operational Franchise

Exhibit B

Financial Statements

~~See attached.~~

IF INTERIM FINANCIAL STATEMENTS ARE ATTACHED IN ADDITION TO THE ANNUAL FINANCIAL STATEMENTS, PLEASE NOTE THAT THESE INTERIM FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE INTERIM FINANCIAL STATEMENTS OR EXPRESSED HIS/HER OPINION WITH REGARD TO THEIR CONTENT OR FORM.

Exhibit C

Current and Certain Former Franchisees

CURRENT FRANCHISEES

Franchised Units Operational as of ~~November 29, 2024~~ September 30, 2025

State	Territory	Address	Company Name	Phone Numbers
Arizona	Scottsdale North	737 E. Nighthawk Way Phoenix AZ <u>Az</u> , 85048	KILDARE & BARBARA CLARKE <u>Kildare & Barbara Clarke</u>	(602) 578-6530
Arizona	Scottsdale South	737 E. Nighthawk Way Phoenix AZ <u>Az</u> , 85048	KILDARE & BARBARA CLARKE <u>Kildare & Barbara Clarke</u>	(602) 578-6530
Arizona	Oro Valley	5035 W Pheasant St Tucson, Arizona 85742	ORALE-MANAGEMENT GROUP-LLC	(520) 360-9151
Arizona	Tucson South	5035 W Pheasant St Tucson, Arizona 85742	ORALE-MANAGEMENT GROUP-LLC	- (520) 360-9151
California	Fresno North	2420 S. VITA-CERTOSA DR <u>Vita Certosa Dr.</u> FRESNO, CA, USA <u>Fresno, Ca 93727</u>	RBH CARE-SERVICES-LLC <u>Care Services Llc</u>	((559) 261-5549
California	Fresno South	2420 S. VITA-CERTOSA DR <u>Vita Certosa Dr.</u> FRESNO <u>Fresno,</u> CA <u>Ca, USA</u> <u>Usa</u> 93727	RBH CARE-SERVICES <u>Care Services LLC</u>	(559) 261-5549
California	Palo Alto	30699 Tidewater Drive Union City, California 94587	GOLDEN-CARE-ENTERPRISES <u>Golden Care Enterprises</u>	(925) 640-4064
California	San Mateo	269 S Sonrisa St. Mountain House, CA <u>Ca, USA</u> <u>Usa</u> 95391	ICARE <u>Icare</u> Inc.	(408) 780-6545
California	Mission-Viejo	116 Alexa Ct, 116-Alexa Ct California 95762	FARMER-HOME-CARE-GROUP-LLC	(415) 235-3694 (415) 235-3694 -

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

State	Territory	Address	Company Name	Phone Numbers
California	Santa Ana	951 Montelena Ct Livingston, CA Ca, USA Usa 95334	Jeet Care Inc.	(559) 430-6091
California	Santa Clara	30699 Tidewater Drive Union City, California 94587	GOLDEN CARE- ENTERPRISES <u>Golden Care Enterprises</u>	(925) 640-4064
California	Santa Monica	5903 N Sycamore Ave Fresno, CA Ca, USA Usa 93723	Golden State Care Services Inc.	<u>(559) 317-5959</u>
California	Berkeley	3930 Tamworth Court, Dublin, CA Ca 94568	N&D Ghuman, Inc.	(925) 640-9909
California	Napa	3624 E Island CT Ct Elk Grove, California, USA Usa 95758	D12 CARE- SERVICES Care <u>Services</u> LLC	<u>(916) 607-5283</u> <u>(916) 955-4943</u> 916-607-5283 916-955-4943
California	Santa Rosa	3624 E Island CT Ct Elk Grove, California, USA Usa 95758	D12 CARE- SERVICES Care <u>Services</u> LLC	<u>(916) 607-5283</u> 916-607-5283 916-955-4943 <u>(916)</u> <u>955-4943</u>
California	Auburn	3624 E Island CT Ct Elk Grove, California, USA Usa 95758	D12 CARE- SERVICES Care <u>Services</u> LLC	<u>(916) 607-5283</u> 916-607-5283 916-955-4943 <u>(916)</u> <u>955-4943</u>
California	Chula Vista	1240 India Street Unit 2402 San Diego, CA Ca, USA Usa 92101	Bama Street Investments LLC	(702) 285-3259
California	East San Diego	1240 India Street Unit 2402 San Diego, CA Ca, USA Usa 92101	Bama Street Investments LLC	(702) 285-3259
California	Elk Grove	6832 Salvatera Circle Elk Grove, CA Ca 95757	KMK <u>Kmk</u> Care Enterprises Inc.	916-524-7020 <u>(916)</u> <u>524-7020</u>
California	Fremont	954 Orange Blossom Ave Manteca, CA Ca, USA Usa 95337	JSM <u>Jsm</u> Care LLC	(209-620-4554 <u>) 620-4554</u>

State	Territory	Address	Company Name	Phone Numbers
California	La Jolla	1240 India Street Unit 2402 San Diego, CA <u>Ca</u> , USA <u>Usa</u> 92101	Bama Street Investments LLC	(702) 285-3259
California	Manteca, Brentwood and Tracey	6832 Salvaterra Circle Elk Grove, CA <u>Ca</u> , USA <u>Usa</u> 95757	JSM <u>Jsm</u> LLC	209-756-0948 <u>(209) 756-0948</u>
California	Pleasanton	3930 Tamworth Court, Dublin, CA <u>Ca</u> 94568	N&D Ghuman, Inc.	(925) 640-9910
California	Sacramento	6832 Salvaterra Circle Elk Grove, CA <u>Ca</u> , USA <u>Usa</u> 95757	KMK Care Enterprises Inc.	(916-524-7020) <u>524-7020</u>
California	San Jose	951 Montelena Ct Livingston, CA <u>Ca</u> , USA <u>Usa</u> 95334	Jeet Care Inc.	(559-430-6091) <u>430-6091</u>
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	South San Diego	1240 India Street Unit 2402 San Diego, CA <u>Ca</u> , USA <u>Usa</u> 92101	Bama Street Investments LLC	(702) 285-3259
California	Walnut Creek	3930 Tamworth Court, Dublin, CA <u>Ca</u> 94568	N&D Ghuman, Inc.	(925) 640-9911
California	Madera	954 Orange Blossom Ave Manteca, Ca, Usa 3462 Hepburn Circle Stockton, California 95209 <u>95337</u>	G-W-& ASSOCIATES- HOME CARE- LLC <u>JSM Care Inc.</u>	(209-566-5758) <u>620-4554</u>
California	Turlock	954 Orange Blossom Ave Manteca, Ca, Usa 3462 Hepburn Circle Stockton, California <u>95337</u>	G-W-& ASSOCIATES- HOME CARE- LLC <u>JSM Care Inc.</u>	(209-566-5758) <u>620-4554</u>

State	Territory	Address	Company Name	Phone Numbers
		95209 95337		
Colorado	Thornton	9816 Hannibal Ct Commerce City, Colorado 80022	Jusdor Inc.	(303-261-7148) 261-7148
Florida	Pinellas Park	3111 West Pearl Avenue Tampa, Florida 33611	BRIMOTHY Brimothy LLC	(330) 232-1313 (330) 617-2966
Florida	St. Petersburg	3111 West Pearl Avenue Tampa, Florida 33611	BRIMOTHY Brimothy LLC	(330) 232-1313 (330) 617-2966
Florida	Pompano Beach	6643 NW 127th Ter Parkland, Florida 33076	Crystal and Jeremy Adkins	(352) 262-9146 (352) 262-9146 = = = =
Florida	Lauderdale Lakes	6643 NW 127th Ter Parkland, Florida 33076	Crystal and Jeremy Adkins	(352) 262-9146 (352) 262-9146 = = =
Georgia	Eagle's Landing	San 8 Eastbrook Way Brampton, Ontario L6P 1K3	Caredome LLC	647-885-8129 (647) 885-8129
Idaho	Coeur D'alene	5927 N Pinegrove Dr, Coeur d'Alene Idaho 83815	HEARTS-AT- HOME Hearts At Home LLC	(360) 536-5432
Idaho	Boise	1440 Seabiscuit Kayesville 84037	FAMILY- HELPING- FAMILY CO	(208) 308 3601 -
Illinois	Urbana	405 S Glover Ave Urbana, IL, USA 61802 61802	Pockerdoor Enterprises LLC	(217) 377-2456
Indiana	Fort Wayne	4611 N 616 West Huntington, IN USA 46750	Guardian Consortium Consortium Group LLC	(317) 650- 8491 650-8491

State	Territory	Address	Company Name	Phone Numbers
Minnesota	Minnetonka	19132 Ivanhoe Drive NW <u>Nw</u> Elk River, MN, USA <u>Mn,</u> 55330	JAC Three PLLC	(952) 484- 2179 <u>484-2179</u>
Nebraska	Lincoln	920 Kingwood Ave Crete, NE, USA <u>Ne,</u> 68333	The Good Life Homecare, LLC	(402) 890-1584
Nebraska	Omaha South	920 Kingwood Ave Crete, NE <u>Ne,</u> USA 68333 <u>68333</u>	The Good Life Homecare, LLC	(402) 890-1584
Nevada	Henderson	14820 CHECKERBLOOM- DRIVE <u>Checkerbloom</u> <u>Drive</u> BAKERSFIELD, CA, USA <u>Bakersfield, Ca,</u> 93314	Omega- Associates <u>OME</u> <u>GA</u> <u>ASSOCIATES</u> LLC	(661) 363-3620
<u>Nevada</u>	<u>Paradise</u>	<u>14820 Checkerbloom</u> <u>Drive</u> <u>Bakersfield, Ca,</u> <u>93314</u>	<u>OMEGA</u> <u>ASSOCIATES</u> <u>LLC</u>	<u>(661) 363-3620</u>
Nevada	Spring Valley	14820 CHECKERBLOOM- DRIVE <u>Checkerbloom</u> <u>Drive</u> BAKERSFIELD, CA, USA <u>Bakersfield, Ca,</u> 93314	Omega- Associates <u>OM</u> <u>EGA</u> <u>ASSOCIATES</u> LLC	(661) 363-3620
Nevada	Las Vegas West	14820 CHECKERBLOOM- DRIVE <u>Checkerbloom</u> <u>Drive</u> BAKERSFIELD, CA, USA <u>Bakersfield, Ca,</u> 93314	Omega <u>OMEG</u> <u>A</u> ASSOCIATES LLC	661-363-3620 <u>(661)</u> <u>363-3620</u>

State	Territory	Address	Company Name	Phone Numbers
<u>Nevada</u>	<u>North Las Vegas</u>	<u>14820 Checkerbloom Drive Bakersfield, Ca, 93314</u>	<u>Omega Associates LLC</u>	<u>(661) 363-3620</u>
<u>New Mexico</u>	<u>Albuquerque</u>	<u>100 Carson Drive Unit 1601 Los Lunas, New Mexico 87031</u>	<u>DMR Trusted Investments LLC</u>	<u>(719) 502-0740</u>
<u>New Mexico</u>	<u>Santa Fe</u>	<u>100 Carson Drive Unit 1601 Los Lunas, New Mexico 87031</u>	<u>DMR Trusted Investments LLC</u>	<u>(719) 502-0740</u>
North Carolina	Raleigh North	249 River Hills Dr. Clayton, NC, USA 27527	Mary's Place Care Services, LLC	516-527-0205 <u>(516) 527-0205</u>
North Carolina	Raleigh South	249 River Hills Dr. Clayton, NC, USA 27527	Mary's Place Care Services, LLC	516-527-0205 <u>(516) 527-0205</u>
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) <u>522-4519</u>
North Carolina <u>Oregon</u>	Charlotte <u>north Salem</u>	2843 Donegal Drive 24900 SW Shadown Ln Grand Ronde Kannapolis Salen, NC, USA <u>OR</u> 28081 <u>97347</u>	TLC Group Associates LLC <u>GRACEFUL AGING HOME CARE LLC</u>	<u>(971) 241-1782</u>
Pennsylvania	Malvern	1470 West Stonington Drive Downingtown, PA, USA 19335	GOR Innovations, LLC	2158068317 <u>(215) 806-8317</u>

State	Territory	Address	Company Name	Phone Numbers
Pennsylvania	Kennett Square	1470 West Stonington Drive Downingtown, PA, USA 19335	GOR Innovations, LLC	215 8068317(215) <u>806-8317</u>
South Carolina	Greenville <u>Columbia East</u>	164 Millhouse Lane 136 INGLEOAK LANE- GREENVILLE <u>Lexington, SC, USA-</u> 29615 <u>29072</u>	TruSign <u>Patient Centered Healthcare</u> LLC	(864) 803) <u>202-1213</u> <u>420-1209</u> —
South Carolina	Rock Hill <u>Columbia West</u>	1726 Fairmtoosh Drive- Fort Mill, South-Carolina <u>164 Millhouse Lane</u> <u>Lexington, SC,</u> 29715 <u>29072</u>	Overcash Associates <u>Patient Centered Healthcare</u> LLC	803-322-0364 <u>(803) 420-1209</u>
South Carolina <u>Texas</u>	Round-Rock <u>Greenville</u>	<u>136 Ingleoak Lane</u> <u>Greenville, Sc,</u> 31631 JOHLKE- ROAD <u>MAGNOLIA, TX,-</u> <u>USA</u> 77365 <u>29615</u>	Care Next-Door <u>Services</u> <u>TruSign</u> LLC	(805) 864) <u>801-2045</u> <u>202-1213</u>
Texas	Galveston <u>Round Rock</u>	<u>1601 Industrial Blvd</u> <u>Suite 3072 Sugar Land</u> 46 Indian wells drive, <u>Manvel, Texas, USA</u> 77578 <u>TX 77478</u>	VIVIS HOME- INC <u>Happier At Home Health Care Inc</u>	(561) 281) 358-2625 <u>948-2778</u>
Texas	Pasadena	46 Indian wells drive, <u>Manvel, Texas, USA</u> 77578	VIVIS HOME- INC	(561) 358-2625
Texas	Cypress	31631 JOHLKE- ROAD <u>Johlke Road</u> <u>MAGNOLIA</u> <u>Magnolia</u> <u>, TX, USA</u> 77365	Care Next Door Services LLC	(805) 801-2045
Texas	Fort Worth	5049 Edwards Ranch Road, 4th Floor, Fort Worth, TX 76107	Caring-Talent-Fort-Worth <u>CARING TALENT FORT WORTH</u> LLC	817-528-0802 <u>(817)</u> <u>528-0802</u>
<u>Texas</u>	<u>Victoria</u>	<u>909 Alcoa St</u> <u>Victoria, Texas</u> <u>77901</u>	<u>3 E QUALITY CARE LLC</u>	<u>(210) 218-1484</u>
Texas	Houston	2018 Pecan Forest Ct	ANB Better-	(281) 467-4934

State	Territory	Address	Company Name	Phone Numbers
	Central	Richmond, TX, USA	Care <u>BETTER CARE</u> LLC	
Texas	Katy	1115 Ivyvine Ct. Sugar Land, TX, USA	Happier at Home Health Care Inc	(281) 948-2778
Texas	Kingwood	17350 STATE-HWY <u>State Hwy</u> 249 STE <u>Ste</u> 220, HOUSTON, TX, USA <u>Houston, Tx,</u>	FCM Group LLC	<u>(281) 881-9453</u> <u>(281) 661-0543</u> <u>(619) 606-3315</u> 281-881-9453 281-661-0543 619-606-3315
Texas	Memorial	1115 Ivyvine Ct. Sugar Land, TX USA	HAPPIER AT HOME HEALTH CARE INC.	(281) 947-2778
Texas	Pearland	27 Montecito Lane, Manvel, Texas, USA	FCM Group LLC	<u>(281) 881-9453</u> <u>(281) 661-0543</u> 281-881-9453 281-661-0543 619-606-3315 <u>(619) 606-3315</u>
Texas	Sugarland	2018 Pecan Forest Ct Richmond, TX, USA	ANB Better Care LLC	(281) 467-4934
<u>Texas</u>	<u>North San Antonio</u>	<u>2018 Pecan Forest Ct</u> <u>Richmond, TX,</u> <u>77406</u>	<u>ANB Better Care LLC</u>	<u>(281) 467-4934</u>
Texas	Weatherford	<u>2123 Estancia Cir</u> <u>Edmond, Oklahoma</u> <u>73034</u> 5212 NEW TIN TOP RD, WEATHERFORD, TEXAS, USA 76087	REDI Care Management LLC	(805)214 801-2045 <u>563-5969</u>
Texas	The Woodlands	31631 JOHLKE ROAD <u>Johlke Road</u> MAGNOLIA <u>Magnolia</u> , TX, USA	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	1570 Winthrope	K & CL, LLC	(704) 609 2523

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

State	Territory	Address	Company Name	Phone Numbers
	News	Dr., Newport News, VA, USA, 23602		
Virginia	Fairfax	1652 Colonial Hills Dr McLean, Virginia 22102	Golden Agers LLC	703-270-8387
Virginia	McLean	1652 Colonial Hills Dr McLean, Virginia 22102	Golden Agers LLC	703-270-8387 (703) 270-8387
Virginia	Norfolk	2109 Des Moines Avenue Portsmouth, VA	LJ Edwards LLC	(757) 663-3633
Washington	Spokane	5927 N Pinegrove Dr, Coeur d'Alene Idaho 83815	HEARTS AT HOME Hearts At Home LLC	(360) 536-5432
Wisconsin	Madison	269 S Sonrisa St. Mountain House, CA, USA 95391	ICARE Inc.	(408) 780-6545

Franchise Agreement Executed but Not Opened as of ~~November 29, 2024~~ September 30, 2025

State	Territory	Address	Company Name	Phone Numbers
Arizona	Mesa <u>Sun City</u> West	<u>21013 N Bola Court</u> <u>Sun City West, AZ</u> 5024 FAIRCHILD ROAD REGINA, SK, CANADA S4W 0J7 <u>85375</u>	N/A <u>The Beacons</u> <u>LLC</u>	306-209-7711 <u>(602)</u> <u>592-2646</u>
Arizona	Mesa East	3090 E Lynx Pl Chandler, Arizona 85249	Gilead Home Health 24/7 Care LLC	<u>(408) 758-8858</u> <u>(602) 793-0309</u>
California	Huntington Beach	19225 Pinto Way Apple Valley California, USA, 92308	N/A	(909) 894-6604
California	Milpitas	837 KALTHOFF- COMMON <u>Kalthoff Common</u> LIVERMORE, CA, USA <u>Livermore, California,</u> 94550	A & A ADVANCED- CARE INC <u>Advanced</u> <u>Care Inc</u>	<u>(925) 444-5000</u> + 925-444-5000 + 925-785-2000 <u>(9</u> <u>25) 785-2000</u>
California	Murrieta	1026 Edgar Ave, G Beaumont, CA, USA <u>Califnia</u> 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 <u>92223</u>	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

State	Territory	Address	Company Name	Phone Numbers
California	Sunnyvale	837 KALTHOFF COMMON Kalthoff Common LIVERMORE Livermore, CA Ca, USA 94550 94550	A & A ADVANCED CARE INC Advanced Care Inc	(925) 444-5000 +925-444-5000 +925-785-2000 (925) 785-2000
Connecticut	West Connecticut	9 Pine Tree Hill Rd Newtown, CT Ct. 06470	N/A	(203) 725-7257
Delaware	South Delaware	24963 Cypress Drive Georgetown, Delaware, USA 19947	DELMARVA MEDICAL STAFFING Delmarva Medical Staffing, LLC	(207) 929-0576
Florida	Fort Lauderdale	1911 SW 82 Avenue Davie, FL, USA 33324 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 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
Florida	POMPANO BEACH Palm Beaches	6643 NW 127th Ter Parkland, Florida 33076	Crystal and Jeremy Adkins	(352) 262-9146 (352) 262-9146
Florida	LAUDERDA LE LAKES	6643 NW 127th Ter Parkland, Florida 33076	Crystal and Jeremy Adkins	(352) 262-9146 (352) 262-9146
Florida	PALM BEACHES	6643 NW 127th Ter Parkland, Florida 33076	Crystal and Jeremy Adkins	(352) 262-9146 (352) 262-9146
Florida	Naples	1911 SW 82 Avenue Davie, FL, USA 33324 33324	PATRICK EUSTACHE Patrick Eustache	(786-213-2473) 213-2473 213-2473

State	Territory	Address	Company Name	Phone Numbers
Hawaii	Kailua	1273 Ulupalakua St Kailua, HI, 96734	Amber Gronemeyer	(760) 799-191 ==
Illinois	West Chicago	1465 Manning Ave Montgomery, Illinois 60538-1078	Better Comfort Home Health Care LLC	(312) 998-2159 ==
Indiana	Fishers	8146 Norwalk Court Brownsburg, IN, 46112 ==	MANDY VIRES, KYRA COOKE & TIFFANY GOODMAN	(317) 654-3487 =
Kansas	Overland Park	Address: 4679 W Farm Rd 94 Springfield, MO 65803	N/A	(940-655-4055) 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
Maryland	Baltimore City West	1400 W Lombard St, Unit 636 Baltimore, MD, USA 21223	N/A	760-636-9077 (760) 636-9077
Maryland	Parkville	1131 Elbank Ave Baltimore, MD 21239	Carol George	(443) 255-2380
Maryland	Potomac	11504 Pittsford Glen Way Silver Spring, MD, 20904	Vivien Services For Seniors, Inc.	N/A
Maryland	Prince George North	20913 Coronet Place Lexington Park, MD, USA 20653	Shellnice- Hudson N/A	(240) 431- 7166 431-7166
Maryland	Prince George South	20913 Coronet Place Lexington Park, MD, USA 20653	Shellnice- Hudson N/A	(240) 431- 7166 431-7166
Maryland	Salisbury	9 Cindy Lane Marmora, NJ 08223	Delmarva Medical Staffing LLC	(207) 929-0576
Maryland	Severn	1400 W Lombard St, Unit 636 Baltimore, MD, USA 21223	N/A	760-636-9077 (760) 636-9077

State	Territory	Address	Company Name	Phone Numbers
Maryland	St Charles	20913 Coronet Place Lexington Park, MD, USA 20653	Shellnice- Hudson N/A	(240) 431- 7166 <u>431-7166</u>
Maryland	Greater Frederick	18259 Petworth Circle, Hagerstown MD 21740	N/A	(443-721-4800) <u>721-4800</u>
Massachusetts	Suffolk, Brookline	5 Bay Street Lowell, MA, USA <u>01854</u> 01854	N/A	(978) 996-3657
Michigan	Auburn Hills	957 Progress Ave Lincoln Park, MI, USA 48146	N/A	13134043699 (<u>313</u>) <u>404-3699</u>
Minnesota	Apple Valley	19132 Ivanhoe Drive NW Elk River, MN, USA 55330	JAC Three PLLC	(952) 484- 2179 <u>484-2179</u>
Missouri	Springfield	Address: 4679 W Farm Rd 94 Springfield, MO <u>65803</u>	N/A	(940-655-4055) <u>655-4055</u>
Montana	Missoula	5927 N Pinegrove Dr Coeur d'Alene Idaho 83815	HEARTS AT HOME SPOKANE LLC	(360) 536-5432
<u>New Jersey</u>	<u>Wayne</u>	<u>780 Ramapo Valley Road</u> <u>Mahwah, New Jersey</u> <u>07430</u>	<u>LG3 HEALTH LLC</u>	(<u>551</u>) <u>500-8548</u>
Nevada <u>New Jersey</u>	North Las- Vegas <u>Bergen</u>	<u>780 Ramapo Valley Road</u> <u>Mahwah, New Jersey</u> 14820 CHECKERBLOOM- DRIVE BAKERSFIELD, CA, USA <u>9331407430</u>	Omega- ASSOCIATES <u>LG3</u> <u>HEALTH LLC</u>	661-363-3620 (<u>551</u>) <u>500-8548</u>
Nevada <u>New Jersey</u>	Paradise <u>Paramus</u>	<u>780 Ramapo Valley Road</u> <u>Mahwah, New Jersey</u> 14820 CHECKERBLOOM- DRIVE BAKERSFIELD, CA, USA <u>9331407430</u>	Omega- ASSOCIATES <u>LG3</u> <u>HEALTH LLC</u>	661-363-3620 (<u>551</u>) <u>500-8548</u>
New- York <u>Orgeon</u>	Manhattan- North <u>Portland West</u>	<u>17302 SW Jean Louise Rd</u> <u>Sherwood, OR,</u> 5024 FAIRCHILD ROAD REGINA, SK, CANADA <u>S4W 0J797140</u>	N/A <u>Katie Stirling and</u> <u>Lisa Saucier</u>	06-209-7711 (<u>503</u>) <u>853-0893</u>

State	Territory	Address	Company Name	Phone Numbers
Oregon	Salem <u>Aloha</u>	2490017302 SW Shadown In-Grand Ronde <u>Jean Louise Rd</u> Salem <u>Sherwood, OR,</u> 97347 <u>97140</u>	Devika Ram <u>Katie Stirling and Lisa Saucier</u>	<u>(503) 853-0893</u> =
Pennsylvania	Erie	104 Hillcrest <u>Hillcrest</u> Ave Erie, PA, <u>USA</u> 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	<u>(317) 650-8491</u>
Texas	De Soto	617 Buckboard St Ovilla, Texas 75154	Lisa Tibbs	
Texas	San Antonio West	46 Indian wells drive, Manvel, Texas, <u>USA</u> 77578	VIVIS HOME-INC <u>Vivis Home Inc.</u>	(561) 358-2625
Texas	North San-Antonio	2018 Pecan Forest Ct Richmond, TX, USA 77406	ANB Better Care-LLC	281 467 4934
Virginia	Arlington	1101 Kennebac <u>6144 Cilantro Drive</u> <u>Alexandria, Virginia</u> Oxon Hill, MD USA 20745 <u>22310</u>	Brancelyn Parish & Shahara Carter <u>NAVPREET AND MANDEEP KAUR</u>	<u>(703) 626-2518</u>
Virginia	Chesapeake	1323 Afton Meadow Lane Cary, NC 27518	Betty Hudley	<u>N/A</u>
Virginia	Norfolk	2109 Des Moines Avenue Portsmouth, VA	Lician Johnson-Edwards	
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, <u>USA</u> <u>22202</u> 22202	Carolyn Gibson	<u>(301) 437-3154</u>

State	Territory	Address	Company Name	Phone Numbers
<u>Virginia</u>	<u>Fairfax</u>	<u>1652 Colonial Hills Dr</u> <u>McLean, Virginia</u> <u>22102</u>	<u>Golden Agers LLC</u>	<u>(703) 270-8387</u>
Washington	Bellingham <u>Bellingham</u>	5927 N Pinegrove Dr Coeur d'Alene Idaho 83815	HEARTS AT HOME- SPOKANE <u>Hearts At</u> <u>Home Spokane LLC</u>	(360) 536-5432
Washington	Maple Valley	22829 SE 239 th CT Maple Valley, WA 98038	N/A	(702) 788-2378
Washington	Olympia	1440 Seabiscuit Kayesville, <u>UT</u> 84037	N/A	(208) 308 3601

Franchisees Who Left the System in Our Prior Fiscal Year

TRANSFERRED (6)

State	Territory	Address	Company Name	Phone Numbers
Arizona <u>California</u>	Scottsdale <u>North Madera</u>	911 S Wayne Drive <u>Chandler, AZ, USA</u> 85225 <u>3462 Hepburn</u> <u>Circle</u> <u>Stockton, California</u> <u>95209</u>	REHOBOTH <u>HOME CARE</u> <u>24X7, LLC</u> <u>W</u> <u>& Associates</u> <u>Home Care LLC</u>	(408209) 758- <u>8858566-5758</u> (602) 793-0309
Arizona <u>California</u>	Scottsdale <u>South Turlock</u>	911 S Wayne Drive <u>Chandler, AZ, USA</u> <u>3462 Hepburn Circle</u> <u>Stockton, California</u> 85225 <u>95209</u>	REHOBOTH <u>HOME CARE</u> <u>24X7, LLC</u> <u>W</u> <u>& Associates</u> <u>Home Care LLC</u>	(408209) 758- <u>8858566-5758</u> (602)- <u>793-0309</u>
California <u>Texas</u>	Fresno <u>South Pasadena</u>	<u>46 Indian Wells Drive,</u> <u>Manvel, Texas,</u> 9577 S Zediker Ave <u>Parlier, CA, USA</u> 93648 <u>77578</u>	H&M <u>Vivis Home</u> <u>Care, LLC</u> <u>Inc.</u>	(559561) <u>405-8942358-26</u> <u>25</u>
California <u>Texas</u>	Palo <u>Alto Galveston</u>	837 KALTHOFF CMN <u>46 Indian Wells Drive</u> <u>LIVERMORE</u> <u>Manvel,</u> <u>CA</u> <u>Texas,</u> 94550 <u>77578</u>	A&A Advanced <u>Care</u> <u>Vivis Home</u> <u>Inc.</u>	(925561) <u>444-5000358-26</u> <u>25</u>
California <u>Texas</u>	Santa <u>Clara</u> <u>Round</u> <u>Rock</u>	837 KALTHOFF <u>CMN31631 Johlke Road</u> <u>LIVERMORE</u> <u>Magnolia,</u> <u>CA</u> <u>Tx,</u> 94550 <u>77365</u>	A&A Advanced <u>Care Inc.</u> <u>Next</u> <u>Door Services</u> <u>LLC</u>	(925805) <u>444-5000801-20</u> <u>45</u>
Virginia <u>Texas</u>	Fairfax <u>Weatherford</u>	<u>5212 New Tin Top Rd.</u> <u>Weatherford, Texas,</u> 6031 Sweet Oak Ct <u>Springfield, VA-USA</u> 22152 <u>76087</u>	Aligned Angels <u>Home Health</u> <u>Agency</u> <u>Redi Care</u> <u>Management LLC</u>	<u>(805) 801-2045</u>

OPERATIONAL UNITS THAT CEASED OPERATIONS (411)

State	Territory	Address	Company Name	Phone Numbers
California <u>Arizona</u>	Selma <u>Oro Valley</u>	5035 W Pheasant St Tucson, Arizona 9577 S Zediker Ave Parlier, CA, USA 9364885742	H&M Home Care, Orale Management Group LLC	(559)520 405-8942360-91 51
<u>Arizona</u>	<u>Tucson South</u>	<u>5035 W Pheasant St Tucson, Arizona 85742</u>	<u>Orale Management Group LLC</u>	<u>(520) 360-9151</u>
<u>California</u>	<u>Calabasas</u>	<u>1930 West Parkside Avenue Burbank, California 91506</u>	<u>Ancecapa Group LLC</u>	<u>(760) 707-6175</u>
<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>
Arizona <u>Cali fornia</u>	Mesa East <u>Simi Valley</u>	<u>1930 West Parkside Avenue Burbank, California 91506</u>		<u>(760) 707-6175</u>
<u>Idaho</u>	<u>Boise</u>	<u>1440 Seabiscuit Kaysville UT 84037</u>	<u>Family Helping Family Co</u>	<u>(208) 308-3601</u>
<u>North South Carolina</u>	Myrtle Beach <u>North Kannapo lis</u>	387 Hidden Cove <u>2843 Donegal Drive Kannapolis, NC, Little River, SC 2956628081</u>	McLaughlin Family Enterprises <u>TLC Group Associates LLC</u>	<u>(704) 425-0417</u>
<u>North South Carolina</u>	Myrtle Beach <u>South Charlotte North</u>	387 Hidden Cove <u>2843 Donegal Drive Kannapolis, NC, Little River, SC 2956628081</u>	McLaughlin Family Enterprises <u>TLC Group Associates LLC</u>	<u>(704) 425-0417</u>
<u>Texas</u>	<u>De Soto</u>	<u>617 Buckboard St Ovilla, Texas 75154</u>	<u>Lisa Tibbs</u>	<u>(469) 831-7739</u>
<u>Utah</u>	<u>Salt Lake City</u>	<u>1440 Seabiscuit Kaysville UT 84037</u>	<u>Family Helping Family Co</u>	<u>(208) 308-3601</u>

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

State	Territory	Address	Company Name	Phone Numbers
Virginia	Newport News	1570 Winthrope Dr., Newport News, VA, 23602	K & CL, LLC	(704) 609-2523

TERMINATIONS OF ~~OPERATIONAL~~NON-OPERATIONAL UNITS (47-6)

State	Territory	Address	Company Name	Phone Numbers
Florida Arizona	Coral Springs Mesa West	5024 Fairchild Road Regina, Sk, Canada 561-SW 30th-TER Fort Lauderdale, Florida 33312S4W 0J7	S&M Care Enterprises-LLC N/A	(306) 205-7711
Florida California	Hollywood Seima	9577 S. Zediker Ave Parlier, CA, 561-SW 30th-TER Fort Lauderdale, Florida 3331293648	SH&M Home Care Enterprises-LLC	N/A
Florida	North Port Jacksonville South	893 Gleneyre Circle 1725 N Lavina St Augustine, FL, North Port, Florida 3428632092	Sonder Connect-LLC Nakesh Grant & Leneal Powell	(708) 227-6253
Florida	St. Johns Orlando North	893 Gleneyre Circle 8851 US Highway 19 N St Augustine, FL, Pinellas Park, Florida, USA 3378232092	Sipp Healthcare-LLC Nakesh Grant & Leneal Powell	(917)708 601-4893227-6253
Florida	Orlando West	8851 US Highway 19 N, Pinellas Park, Florida, USA 33782	Sipp Healthcare-LLC	(917)-601-4893
Florida	Orlando-Central	8851 US Highway 19 N, Pinellas Park, Florida,	Sipp Healthcare-LLC	(917)-601-4893

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

		USA 33782		
Florida	Venice	1725 N Lavina St North Port, Florida 34286	Sonder-Connect- LLC	
Virginia	Richmond	2406 Islandview Dr- Richmond, VA, USA,- 23233	Carmot Services- LLC	804-716-7194
<u>Texas</u> <u>New</u> <u>York</u>	<u>Friseo</u> <u>Manhatt</u> <u>an North</u>	3208 Saint James Place 5024 Fairchild Road <u>McKinney</u> <u>Regina,</u> <u>TX</u> <u>SK, USA</u> <u>Canada</u> 75070-9435 <u>S4W 0J7</u>	Caring For Tejas- LLC <u>N/A</u>	<u>N/A</u> <u>(306)</u> <u>205-7711</u>
<u>Texas</u> <u>Virginia</u>	<u>Highland-</u> <u>Park</u> <u>Arlington</u>	5201 Cedar <u>1101</u> <u>Kennebac</u> <u>Mountain Dr</u> <u>6007 Oxon</u> <u>Hill,</u> <u>Oxon Hill, VA</u> <u>McKinney, TX-</u> <u>75071</u> <u>20745</u>	R&H Services- LLC <u>Branclyn</u> <u>Parish & Sharara</u> <u>Carter</u>	512-496-8348 <u>(703) 593-0606</u>
Texas	Colleyville	3208 Saint James Place McKinney, TX, USA 75070-9435	Caring For Tejas- LLC	N/A
Texas	Dallas West	5201 Cedar Mountain- Dr, McKinney, TX, 75071	R&H Services LLC	(512) 496-8348
Texas	Dallas North	52014 Cedar Mountain- Dr. McKinney, TX 75071	R&H Services LLC	512-496-8348
Indiana	Lawrence	1702 N Rural Street Indianapolis, IN, USA 46218	Boss Nurse LLC	(317) 778-4555
Indiana	Fishers	1702 N Rural Indianapolis, IN, USA 46218	SUPPORTING- ANGELS LLC	(317) 778-4555

TERMINATIONS OF NON OPERATIONAL UNITS(2)

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

NON-RENEWALS (1)

State	Territory	Address	Company Name	Phone Numbers
Colorado <u>South Carolina</u>	Denver <u>SouthRock Hill</u>	<u>1726 Fairtosh Drive</u> <u>Fort Mill, SC,</u> 5115 E LLIFF AVENUE DENVER, CO, USA 80222 <u>29715</u>	Nectar Donut Inc <u>Overcash</u> <u>Associates, LLC</u>	(303)803 886-3252 <u>448-7950</u>
Illinois	La Grange	2624 Forestview Ave Brookfield, IL, USA 60513	Domingues Development Group Inc	N/A

Exhibit D
Manual Table Contents

Exhibit E

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

STATE	STATE REGULATORY AUTHORITY	AGENT FOR SERVICE OF PROCESS
	160 East 300 South Salt Lake City, UT 84111 (801) 530-6601	
Virginia	State Corporation Commission Division of Securities and Retail Franchising Ninth Floor 1300 East Main Street Richmond, VA 23219 (804) 371-9051	Clerk, State Corporation Commission 1300 East Main Street, First Floor Richmond, VA 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division 150 Israel Road S.W. P.O. Box 41200 <u>Olympia, Washington 98504-1200</u> Tumwater, WA 98501 (360) 902-8760	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 <u>150 Israel Road S.W.</u> <u>Tumwater, WA 98501</u> <u>(360) 902-8760</u>
Wisconsin	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, WI 53703 (608) 261-9555	Securities and Franchise Registration Wisconsin Securities Commission 345 West Washington Street, 4th Floor Madison, WI 53703 (608) 261-9555
Federal Trade Commission	Bureau of Consumer Protection 600 Pennsylvania Avenue, NW Washington, D.C. 20580 (877)-382-4357	[Not Applicable]

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of franchise laws. There may be states in addition to those listed above in which we have appointed an agent for service of process.

There may also be additional agents appointed in some of the states listed.

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~~, ~~Jack Parr~~, Daire McAnallen, Varun Saini, Samuel Harris, Other. Their business address is #300 – 1788 West 5th Avenue, Vancouver, BC V6J 1P2. Their phone number is 604-228-4357.

Issuance Date: ~~November 29, 2024~~ December 5, 2025

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

I received a Disclosure Document dated ~~November 29, 2024~~ December 5, 2025 that included the following Exhibits:

A Contracts:

Franchise Agreement with attached Schedules	ACH Form
Conditional Assignment of Telephone and Directory Listings	Performance Delay Addendum
State-Specific Addenda/Amendments	Notice of Intent - Non-Operational Franchise
Final Disclosure Questionnaire	B Audited Financial Statements for the years ended September 30, 2022 <u>2023</u> , September 30, 2023 <u>2024</u> , and September 30, 2024 <u>2025</u>
General Release	C Current and Certain Former Franchisees
Non-Disclosure Agreement	D Manual Table of Contents
Termination Agreement and Release of Claims	E State Regulatory Authorities and Agents for Service of Process in Certain States
Deposit Agreement (Final Interview Day)	F Receipts
Loan, Security and Guarantee Agreement	
Assignment of Franchise Agreement	
Addendum (upon Assignment)	
Addendum (upon Renewal)	
Business Associate Agreement	

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~~, **Jack Parr** • **Daire McAnallen**, **Varun Saini**, **Samuel Harris** • **Other**. Their business address is #300 – 1788 West 5th Avenue, Vancouver, BC V6J 1P2. Their phone number is 604-228-4357.

Issuance Date: ~~November 29, 2024~~ December 5, 2025

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

I received a Disclosure Document dated ~~November 29, 2024~~ December 5, 2025 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, 2022 <u>2023</u> , September 30, 2023 and <u>2024</u> , September 30, 2024 <u>2025</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 |
|---|---|--|

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 legal@nursenextdoor.com