

FRANCHISE DISCLOSURE DOCUMENT

ACTi-KARE

®

ActiKare, Inc.
a Florida corporation
15310 Amberly Drive, Suite 175
Tampa, Florida 33647
(813) 931-5516
corporate@actikare.com
www.actikare.com

As an ACTIKARE® franchisee you will operate an In-Home Care Service Franchise Business which provides affordable companion services at a client's home. An ACTIKARE® In-Home Care Service franchise offers an effective alternative to clients who prefer to receive services in their own home instead of traveling to a facility.

The total investment required to begin operation of an ACTIKARE® franchised business ranges from \$32,530 to \$57,550. This includes \$19,750 to \$39,750, depending on territory size, that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Jessica Pisculli, Director of Operations at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647, Telephone 813-319-9143, corporate@actikare.com.

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

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

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance date: April 30, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E & F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only ActiKare business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an ActiKare franchisee?	Item 20 or Exhibits E & F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Florida. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Florida than in your own state.

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

TABLE OF CONTENTS

	PAGE
ITEM 1 THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES	1
ITEM 2 BUSINESS EXPERIENCE	3
ITEM 3 LITIGATION.....	4
ITEM 4 BANKRUPTCY	4
ITEM 5 INITIAL FEES.....	4
ITEM 6 OTHER FEES.....	4
ITEM 7 ESTIMATED INITIAL INVESTMENT	8
ITEM 8 RESTRICTIONS ON SOURCES.....	9
ITEM 9 FRANCHISEE’S OBLIGATIONS.....	11
ITEM 10 FINANCING	12
ITEM 11 FRANCHISOR’S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING.....	12
ITEM 12 TERRITORY	18
ITEM 13 TRADEMARKS	19
ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION.....	20
ITEM 15 OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS	21
ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.....	21
ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION	22
ITEM 18 PUBLIC FIGURES.....	24
ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS	24
ITEM 20 OUTLETS AND FRANCHISEE INFORMATION	28
ITEM 21 FINANCIAL STATEMENTS	39
ITEM 22 CONTRACTS.....	39

EXHIBIT

Exhibit A	List of State Agencies/Agents for Service of Process
Exhibit B	Financial Statements
Exhibit C	Franchise Agreement
Exhibit D	Manual Table of Contents
Exhibit E	List of Franchise Owners
Exhibit F	List of Franchisees Who Have Left the System
Exhibit G	State Specific Addenda/Riders
Exhibit H	Form of General Release and Indemnity Agreement

APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN AN ADDENDUM OR RIDER.

ITEM 1

THE FRANCHISOR, AND ANY PARENT, PREDECESSORS AND AFFILIATES

The Franchisor is **ACTIKARE, INC.**, referred to as “we,” “us,” or “our.” We also do business under the name “**ACTI-KARE® IN-HOME CARE.**” “You” means a person who buys the right to operate an ACTIKARE® In-Home Care franchise from us. If you are a corporation, partnership or other entity, certain provisions of our Franchise Agreement also will apply to your owners. This Disclosure Document will indicate when your owners also are covered by a particular provision.

We are a Florida corporation, formed on September 5, 2007. Our current principal business address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. We conduct business under our corporate name and under the trade and service marks “ACTIKARE® or ACTI-KARE®” and associated logos, designs, symbols and trade dress.

Our Predecessors and Affiliates

We have no parent or predecessors.

Our affiliate, Fast-Teks, Inc., a Florida corporation, was established June 25, 2004. Fast-Teks, Inc.’s principal business address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. Fast-Teks, Inc.’s principal business is offering franchises under the trade name Fast-teks On-Site Computer Services, where technicians are matched with clients to provide on-site computer repair and services. Fast-Teks, Inc. offered franchises from February 2005 to 2012. Fast-Teks, Inc. has 1 franchise.

Our affiliate, Club Z!, Inc., a Florida corporation, was established on June 19, 1995. Club Z!, Inc.’s principal business address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. Club Z!, Inc.’s principal business is offering franchises under the trade name Club Z! In-Home Tutoring Services, where certified teachers and degreed professionals are matched with students to provide high quality, one-on-one academic instruction and support. Club Z!, Inc. has been offering franchises since September 1998. Club Z!, Inc. has 319 franchises.

Our affiliate, ML Capital Group, Inc., a Florida corporation, was established February 12, 2003. ML Capital Group, Inc.’s principal business address is 15310 Amberly Drive, Suite 175, Tampa, Florida 33647. ML Capital Group, Inc., operates six franchised ACTIKARE® business and under its Florida caregiver license provides certain support services to two Florida based ACTIKARE® franchises.

Except as provided above, our affiliates have not offered franchises in this or any other line of business. Except as provided above, we have no affiliates required to be disclosed in Item 1.

The principal business addresses of our agents for service of process are shown on Exhibit “A.”

ACTIKARE® In-Home Care System.

We have expended considerable time and effort developing a system for providing companion services and related merchandise and products (an “**ACTIKARE® In-Home Care Service**” or an “**ACTIKARE® Business**”). We use, promote and license in the operation of an ACTIKARE® Business, the service marks and trade name “ACTIKARE®” and other associated logos, designs, artwork and trade dress, trademarks, service marks, commercial symbols, and e-names, which have gained and continue to gain public acceptance and goodwill, and may create, use and license additional trademarks, service marks, e-names and commercial symbols in conjunction with the operation of ACTIKARE® Businesses

(collectively, the "**Marks**"). ACTIKARE® Businesses operate under the Marks and under distinctive business formats, methods, procedures, designs, layouts, signs, equipment, standards and specifications, all of which we may improve, further develop or otherwise modify from time to time (the "**System**").

In the ACTIKARE® System, our franchisees recruit qualified caregivers to perform services for clients. The System uses these qualified caregivers to deliver non-medical companion and personal care services to our clients in the comfort and familiarity of the client's home. Our programs assist individuals with such daily activities as meal preparation, errands, help paying bills, light housekeeping, transportation, pet care and other miscellaneous activities so that seniors and other individuals of need can keep enjoying the activities they love and equally important, maintain their independence. We assist you in operating your ACTIKARE® Business and design an on-going marketing program to reach potential customers within your protected territory. Generally, ACTIKARE® Businesses market to individuals 60 years of age and older.

Our Franchise Program.

In this Disclosure Document we grant to persons who meet our qualifications and who are willing to undertake the investment and effort franchises for the right to own and operate an ACTIKARE® Business (the "**Franchise**") within a protected territory. Our current form of Franchise Agreement is attached as Exhibit "C."

Our Business.

We have been offering franchises since November 2007. We do not currently operate a ACTIKARE® In-Home Care business. As of the date of this Disclosure Document we have 150 franchise locations. We do not engage in other business activities and have not offered franchises in other lines of business.

Competition.

You can expect to compete with other national and local businesses and sole proprietors performing similar services. The market for ACTIKARE® Businesses is developed in some areas and developing in other areas, depending on the number of this type of ACTIKARE® Businesses in the particular area.

Regulations.

It is your responsibility to conduct due diligence on federal, state, and local requirements and fees that may be imposed in order to operate a home care business. There may be laws in your state that regulate this industry. Because the home care industry is a regulated industry, applicable fees for registration and licensing as well as additional requirements for staff, training, and operations vary from state to state and are subject to change. Please check with your state's Department of Health and Human Services and any other department that may regulate this industry in your state. We do not assume any responsibility for informing our franchisees or prospective franchisees of the applicable fees and requirements to own and operate a home care business in their home state. You must comply with all local, state and federal laws that apply to ACTIKARE® Business operations. You will also be required to comply with workers' compensation, equal protection and workplace safety laws and regulations, including Title VII and the ADA.

ITEM 2

BUSINESS EXPERIENCE

Director and CEO: Mark Lucas

Mr. Lucas has been our Director and CEO since our inception in September 2007. . Mr. Lucas has been Director and CEO of Fast-teks, Inc. since formation in June 2004. Since 2003, Mr. Lucas has been the President of ML Capital Group, Inc., located in Tampa, Florida, which is a shareholder in Actikare, Inc. and Fast-Teks, Inc. Mr. Lucas has been Director and CEO of Club Z! since January 2000. Mr. Lucas has been Director and CEO of Club Z! In-Home Tutoring Services, Inc. since February, 2019. Mr. Lucas has been CEO of Sunshine Autism Center, Inc. located in Tampa, Florida since January, 2023. Mr. Lucas has been CEO of Sunshine Autism Center GA, Inc. located in Alpharetta, Georgia since May, 2023.

Vice President : Cari Diaz

Mrs. Diaz has been our Vice President since April 2014. Mrs. Diaz was our Director of Franchise Support from September 2007 to October 2015. From June 2010 to April 2014, Mrs. Diaz was our Vice President of Operations. Mrs. Diaz has been Vice President of Operations of Club Z!, Inc. since June 2011. Mrs. Diaz was Director of Franchise Support of NZone Sports of America, Inc. located in Tampa, FL from December 2010 to May 2015. Mrs. Diaz has been the Director of Franchise Support of Fast-Teks, Inc. in Tampa, Florida since July 2005. From January 2004 to July 2005, Mrs. Diaz was the Manager of the Sales Support Center for Club Z!. Mrs. Diaz has been the Director of Franchise Support of Club Z! , Inc. in Tampa, Florida since July 2005. From January 2004 to July 2005, Mrs. Diaz was the Manager of the Sales Support Center and Franchise Support for Fast-Teks.

Director, Secretary and Director of Operations: Jessica Pisculli

Mrs. Pisculli has been our Director of Operations since August 2018. Mrs. Pisculli was our Director of Franchise Development from September 2012 to August 2018. Mrs. Pisculli is also Director of Operations for our affiliate, Club Z!, Inc., located in Tampa, Florida since August 2018. Mrs. Pisculli was Director of Franchise Development of Club Z!, Inc. from September 2012 to August 2018. Mrs. Pisculli is also Director of Operations for our affiliate, Fast-Teks, Inc., located in Tampa, Florida, since August 2018. Mrs. Pisculli was Director of Development for Fast-Teks, Inc. from September 2012 to August 2018. Mrs. Pisculli was Director of Franchise Development for NZone Sports of America, Inc., located in Tampa, Florida, from September 2012 to May 2015. Prior, Mrs. Pisculli held the following positions with Club Z!, Inc.: Executive Assistant from September 2007 to September 2012; Educational Director from September 2006 to September 2007; and Franchise Support from August 2005 to September 2006. In addition, Mrs. Pisculli was an Executive Assistant from September 2007 to September 2012 with ActiKare, Inc. Ms. Pisculli has been Vice President of Sunshine Autism Center, Inc. located in Tampa, Florida since January, 2023. Ms. Pisculli has been Vice President of Sunshine Autism Center GA, Inc. located in Alpharetta, Georgia since May, 2023.

Director of Business Operations: Eric Nelski

Mr. Nelski has been our Director of Business Operations since July 2018. From October 2015 to July 2018, Mr. Nelski was our Director of Franchise Support. Mr. Nelski was Director of Operations for Code Blue Industries in Spring Hill, Florida from March 2011 to September 2015.

Director of Franchise Support: A. Elaine Lawson

Ms. Lawson has been our Director of Franchise Support since August 2018. From August 2017 to August 2018, Ms. Lawson was our Assistant Director of Franchise Support. From June 2015 to August 2017, Ms. Lawson was Care Coordinator for ActiKare Responsive In-Home Care franchise located in Tampa Florida. Ms. Lawson was Health Care Team Member for Home By Choice, located in Frankfort, Indiana, from June 2011 to March 2015.

**ITEM 3
LITIGATION**

No litigation is required to be disclosed in this item.

**ITEM 4
BANKRUPTCY**

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

**ITEM 5
INITIAL FEES**

Your initial franchise fee varies depending on the population of the territory as follows:

Franchise Fee	Population
\$19,750	100,000
\$27,250	150,000
\$39,750	250,000

You must pay the initial franchise fee in a lump sum when you sign the Franchise Agreement. In consideration for this Initial Franchise Fee, we grant you a franchise to operate an ACTIKARE® Business in a protected territory, provide you with initial training, and furnish you with the Franchise Package, described in the Franchise Agreement

You pay us or our affiliates no other fees or payments for services or goods before your business opens. These fees are non-refundable.

**ITEM 6
OTHER FEES**

Type of Fee¹	Amount	Due Date	Remarks
Royalty/Support Fee ¹	The greater of: 5%-3% of Gross Sales ² or: (a) \$450 per month for 100,000 population; (b) \$550 per month for 150,000 population; or(c) \$550 per	Payable by the 10 th day of each month	Based on monthly Gross Sales. See Note 3 below. You agree to pay any tax imposed by the state in which your ACTIKARE® Business is located if such tax is imposed on royalty fees or other payments made to us.

Type of Fee ¹	Amount	Due Date	Remarks
	month for 250,000 population ³		
Advertising Fund ¹	The greater of: 2% of Gross Sales ² per month	Payable by the 105 th day of each month	The Advertising Fund fee will commence upon completion of training, or your receipt of your state-required license, whichever is later. You agree to pay any tax imposed by the state in which your ACTIKARE® Business is located if such tax is imposed on royalty fees or other payments made to us.
ActiKare Business Package	\$250-\$300 per month	Payable on the 1 st day of each month	Beginning upon completion of training or your receipt of your state-required license, whichever is later, \$250 must be paid directly to us for call center services/appointment setting services, cold calling potential business partners on your behalf, live chat services, and a customized Website. This fee will increase to \$300 your third year in business and remain at \$300 for the remainder of your Franchise Agreement. Payment will be made monthly by automatic debit to your credit card.
Virtual one-on-one on-line classroom training	\$1,500	Payable at the time of your request	Onsite classroom training is included with your Franchise Fee; only if you request Virtual on-line training is the fee charged
Late Fees ¹	\$100 initial fee, plus 1.67%, or the maximum interest rate permitted by state law if less, of the amount due for each day after the due date.	As incurred	Payable only when the Royalty/Support Fee and Advertising Fund fee are not received by the 10 th of the month.
Scheduling Software ⁴	Average of \$130-\$200 per month	Payable 30 days prior to training	Payable to a third party designated by us; cost is based on actual number of active clients.
Virtual Business Telephone Number, Web Hosting and Email Account ⁵	\$50 per month	Payable on the 1 st day of each month	You agree to pay any tax imposed by the state in which your ACTIKARE® Business is located if such tax is imposed on Software fees or other payments made to us. This fee is payable the first month starting after the execution of the Franchise Agreement. Payment shall be made monthly by automatic debit to your credit card.

Type of Fee ¹	Amount	Due Date	Remarks
Training of Transferee	\$3,000	Prior to consummation of transfer	Payable when the Franchise is transferred. We reserve the right to increase this fee based on our current rates for similar services.
Conference Fee	\$50 - \$295	Prior to Conference	From time to time, throughout the term of your Franchise Agreement, we will host a national or regional conference and charge you a Conference Fee not to exceed \$295 per person, whether or not you attend. We encourage you to attend, but you are not required to do so. The conference will be held at a specific location, as we designate. If you attend you will have to pay travel, food and lodging for you and any employees you may bring.
Transfer	\$2,000	Prior to consummation of transfer	Payable when the Franchise is transferred.
Early Termination Fee	Will vary under circumstances	At the time of your request	If you request early termination of your Franchise Agreement without providing the required 180 days written notice. Amount due will be equal to 180 days of your minimum Royalty and Advertising Fund Fees.
Renewal Fee	\$250	At time of renewal	New franchise agreement, which may have different terms or conditions, must be signed by you and us.
Costs and Attorneys' Fees	Will vary under circumstances	As incurred	Payable upon your failure to comply with the Franchise Agreement.
Indemnification	Will vary under circumstances	As incurred	You have to reimburse us if we are held liable for claims arising from your ACTIKARE® Franchised Business's operations.

1. All fees are imposed by and payable to us except as noted above. All fees are non-refundable. All fees are uniformly imposed. Maximum interest permitted in California is 10% annually. You agree to provide authorization for your credit card to be automatically charged by us for your monthly Royalty/Support Fee and Ad Fund Fees. If the credit card you provided is declined and not replaced within forty-eight hours of notice, you will be subject to a late fee. At our option we may require any or all fees due to us to be paid by automatic debit / Electronic Funds Transfer (EFT). If we require you to pay your fees by EFT, you must authorize your bank to accept automatic withdrawals for all fees to owed to us from

your bank into our bank account when due. You must provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits.

2. "Gross Sales" shall mean the gross receipts of every kind and nature for sales of all products and services made in, upon, from or through operation of the Franchised Business, and income of every other kind and nature related to the Franchised Business, whether for products, services, exchange, credit, cash, or check regardless whether such sale is conducted in compliance with or in violation of the terms of your Agreement. Gross Sales shall not include the amount of refunds, tax collections, or allowances or discounts to customers.

3. Royalty/Support Fees based on Monthly Gross Sales are as follows:

<u>Monthly Gross Sales</u>	<u>Royalty/Support Fee</u>
\$25,000 or less	5% of Gross Sales;
\$25,001 - \$50,000	4% of Gross Sales between \$25,001 - \$50,000;
\$50,001 or higher	3% of all Gross Sales over \$50,000.

Starting the month following completion of training or issuance of your receipt of your state-required license, whichever is later, the Royalty/Support fees and the monthly minimum royalty fees are due and continue for the term of your Franchise Agreement. Thereafter the minimum royalty fee will be collected according the table above based on Territory Population of your Franchise Business (\$450 or \$550). However, in any month your percentage of monthly gross sales exceeds the monthly minimum royalty, the full monthly Royalty/Support Fee is due.

4. You are required to use a scheduling software, provided by a third party designated by us, to streamline client and employee management, scheduling, billing and payroll.

5. We will provide you with a local business telephone number, Web Hosting and one Email Account. Additional email accounts are available for \$120 per account annually. You must provide authorization for your credit card to be automatically charged for these services.

[remainder of this page intentionally left blank]

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment is to be made
Initial Franchise Fee (1)	\$19,750 - \$39,750	Lump Sum	Upon signing Franchise Agreement	Us
Travel and Living Expenses during Training (2)	\$1,000 - \$1,500	As incurred	As incurred	Third Parties
Miscellaneous Opening Costs (3)	\$500	As agreed	As incurred	Third Parties
Computer and other Equipment, Supplies	\$550 - \$1,200	As agreed	As incurred	Third Parties
Insurance (5)	\$700 - \$1,500	As agreed	As incurred	Third Parties
Scheduling Software (6)	\$130-\$200	As agreed	Monthly	Third Party
Business Telephone Number, Web Hosting and Email Account (7) (3 months)	\$150	As agreed	Monthly	Us
ActiKare Business Package (8) (3 months)	\$750	Lump Sum	Monthly	Us
Initial Launch Advertising (9) (4 months)	\$6,000	As agreed	Monthly	Us
Additional Funds – 3 months (10)	\$3,000 - \$6,000	As agreed	As incurred	Third Parties
TOTAL (EXCLUDING REAL ESTATE COSTS)(4)(8)	\$32,530 - \$57,550			

Explanatory Notes

1. The franchise fee is: (a) \$19,750 for 100,000 population territory; (b) \$27,250 for 150,000 population territory; or (c) \$39,750 for 250,000 population territory.

2. We provide initial training to you and 2 other people without charge, but you are responsible for all travel and living expenses. This estimate is for 3 people.

3. This item estimates your initial start-up expenses. These expenses include payroll costs. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as: how much you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

4. We do not estimate any real estate or office space costs. They vary dramatically based on numerous factors. We presume you will operate your ACTIKARE® Franchised Business from your home.

5. We require franchise owners to carry one million dollars in General Liability and one million dollars in Professional Liability coverage naming us as an additional insured.

6. You are required to use a scheduling software, provided by a third party designated by us, to streamline client and employee management, scheduling, billing and payroll. Cost is based on number of active clients and is payable directly to the third party. We will provide you with a local business telephone number, Web Hosting and Email Account.

7. We will provide and you will utilize a virtual local business telephone number exclusively for advertising and marketing your franchise business, web hosting, and an email account. This fee will begin the first month from the date of the Franchise Agreement. As further described in Item 11, this fee increases beginning in your third year of business.

8. You are required to pay us each month for marketing services which we will execute on your behalf, including call center services/appointment setting services, cold calling potential business partners on your behalf, live chat services during business hours, and a customized Website (your "Sitelet"). These services are only offered as a bundle and may not be purchased separately or pro-rated based on usage. Similar services or products may be substituted and/or replaced at any time, and at our sole discretion.

9. Beginning upon completion of training or issuance of your state-required license, whichever is later, during your first 4 months of business, \$1,500 must be paid directly to us each month for marketing services which we will execute on your behalf for your territory. We recommend 30 days prior to training or issuance of your required state license, you initiate Initial Launch Advertising, but you are not required to do so.

10. We relied on our experience to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer financing directly or indirectly for any part of the initial investment for your ACTIKARE® Franchised Business. The availability and terms of financing will depend on factors such as the availability of financing generally, your creditworthiness, collateral you may have and lending policies of financial institutions from which you may request a loan. All payments to us are non-refundable. Any refund of payments made to various vendors will depend on the terms you arrange with those vendors.

ITEM 8 RESTRICTIONS ON SOURCES

The following table summarizes the approximate percentages of your purchases of equipment and supplies through sourcing restrictions, based on the nature of the restriction.

REQUIRED PURCHASES FROM US	REQUIRED PURCHASES FROM APPROVED SUPPLIERS	REQUIRED PURCHASES IN ACCORDANCE WITH OUR SPECIFICATIONS AND STANDARDS
Establishment – 2%	Establishment 2%	Establishment – 2%
Operation – 2% - 10%	Operation – 2% - 10%	Operation – 2% - 10%

You are not currently required to purchase any equipment or supplies from us, approved suppliers or according to our specifications and standards. We will furnish you with an initial supply of brochures and other trademarked materials. You may purchase equipment, supplies, and inventory items under specifications in the Operations Manual from suppliers approved by us. We do not make our criteria for vendor/supplier approval available to our franchisees.

Our specifications for equipment, supplies and inventory items have been designed to minimize costs and to create consistency throughout the ACTIKARE ® System. Those specifications include

standards for performance, competitive cost, quality, availability, compatibility, and the supplier or manufacturer's service and credit history. To the extent we designate vendors/suppliers and you wish to purchase goods or supplies from a vendor/supplier not on our approved list, you or the supplier must request our approval in writing. We will then examine the vendor or supplier, which examination may include a review of product specifications, actual testing or review of their product, inquiries as to general reputation and reliability, and all such other factors as we deem important. You or the supplier are not required to pay costs of our examination. We must respond to the request in writing within 30 days. Such response may indicate that we need additional time to complete our review. If we do not approve your request, we must tell you why. If we give approval, our specifications and standards will be given to the vendor/supplier and they will be added to our approved list for you and all other franchisees.

We continually monitor and evaluate all approved suppliers and vendors based on our experience and that of our franchisees. We will discontinue the use of any vendor or supplier that fails to consistently meet quality control standards, conform to our specifications or meet the needs of our franchisees.

We are the exclusive vendor for our Launch Advertising, ACTIKARE ® Business Package, Software, Virtual Business Telephone Number, Web Hosting and Email Account. We are also a vendor for all trademarked materials. However, you may use any vendor you choose if they can produce our trademarked materials to our specifications and are approved by our office. Except for trademarked items, there are currently no other items or services for which we or our affiliates are approved suppliers or the only approved suppliers

You can purchase additional supplies, but you are not required to do so. We do derive revenue from your purchase of our Support Services and trademarked material. We mark up of these materials approximately 10% to 12% to cover handling costs. As of our fiscal year end December 31, 2025, we realized \$8,436.25 in revenue from your purchases which accounted for approximately 0.34% of our total revenues of \$2,502,676.

Other than the trademarked material described above, there are no approved suppliers in which any of our officers owns an interest.

Computer Hardware and Software.

We do not require you to purchase a computer or any standard software (Microsoft Office) from any particular vendor. We do not require you to purchase a new computer, however you are required to own a computer for your ACTIKARE® Business

We require that you use QuickBooks by Intuit, Inc. as your accounting software.

We require that you use a scheduling software provided by a 3rd party vendor designated by us. We reserve the right to require you to use certain scheduling, tracking and reporting software to operate your Franchised Business, and this requirement may change over time. We will provide you with at least 90 days' notice of any change to your required software.

Miscellaneous.

Except as described above, we currently derive no revenue or other material consideration as a result of required purchases or leases. There currently are no purchasing or distribution cooperatives. We do not currently negotiate purchase arrangements with suppliers for the benefit of franchisees but we may do so in the future. We do not provide any material benefits to you based on your purchase of particular products or services or use of designated or approved sources.

We restrict, designate, and have the right to approve, or control all of your digital, electronic and social media, and Internet activity. You shall not establish or operate a web site on the Internet using any domain name containing the words ActiKare .com, .net, .biz, .org or any variation, without have our prior written permission. You may not create, maintain or operate any blogs, Internet web sites or other online activities advertising, promoting or discussing the services of the ACTIKARE® Business, any competitive business or any in-home care or in-home care-related business, including the sending of bulk e-mail, other than in accordance with our Manuals or as we otherwise specify in writing. You shall, within 48 hours of a demand to do so by us, dismantle and/or deactivate any frames and/or links between your web pages and any other web sites or violating domains or any other items appearing on the Internet or elsewhere in violation of our policies and procedures.

ITEM 9 FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the Franchise Agreement 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 Agreement	Disclosure Document Item
(a) Site selection and acquisition/lease	Not Applicable	Item 12
(b) Pre-opening purchases/leases	Section 1	Items 5, 6, 7, 8, 11 and 16
(c) Site development and other pre-opening requirements	Sections 5 and 7	Items 6, 7 and 11
(d) Initial and ongoing training	Section 4	Item 11
(e) Opening	Sections 4 and 11	Item 11
(f) Fees	Sections 1, 2, 5 and 13	Items 5, 6 and 7
(g) Compliance with standards and policies/Operating Manual	Sections 6 and 7	Item 11
(h) Trademarks and proprietary information	Sections 7, 8 and 16	Items 13 and 14
(i) Restrictions on products/services offered	Section 6	Item 16
(j) Warranty and customer service requirements	Not Applicable	Not Applicable
(k) Territorial development and sales quotas	Not Applicable	Not Applicable
(l) On-going product/service purchases	Sections 6 and 7	Item 8
(m) Maintenance, appearance and remodeling requirements	Not Applicable	Not Applicable
(n) Insurance	Section 6	Item 7
(o) Advertising	Section 6 and 7	Items 6, 7 and 11
(p) Indemnification	Section 6	Item 6

Obligation	Section in Agreement	Disclosure Document Item
(q) Owner's participation/management/staffing	Section 8	Items 11 and 15
(r) Records and reports	Sections 10 and 14	Item 11
(s) Inspections and audits	Sections 7 and 14	Item 6
(t) Transfer	Sections 5, 12 and 13	Items 6 and 17
(u) Renewal	Sections 5 and 9	Items 6 and 17
(v) Post-termination obligations	Section 12	Item 17
(w) Non-competition covenants	Sections 8 and 12	Item 17
(x) Dispute resolution	Sections 17 and 19	Item 17

ITEM 10 FINANCING

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

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

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

Pre-Opening Obligations: Before you open the ACTIKARE® Business, we will:

1. Provide you with the Franchise Package. (Franchise Agreement – Section 1)
2. Loan you one copy of each of our Manuals (Franchisee Manual and Marketing Plan). (Franchise Agreement - Section 7)
3. Train you and 2 other people. (Franchise Agreement - Section 4) This training is described in detail later in this Item.

Post-Opening Obligations: During your operation of the ACTIKARE® Business, we will:

1. Provide unlimited telephone support during business hours. (Franchise Agreement - Section 4)
2. Hold conference calls to discuss sales techniques, bookkeeping, performance standards and advertising programs. (Franchise Agreement – Section 4)
3. Loan you one copy of each of our Manuals (Franchisee Manual and Marketing Plan), consisting of such materials that we generally furnish to franchisees for use in operating ACTIKARE® Businesses. The Manuals contain mandatory and suggested specifications, standards, operating procedures and rules (“**System Standards**”) that we prescribe from time to time for operation of an ACTIKARE® Business and information relating to your other obligations under the Franchise Agreement and related agreements. The

Manuals may be modified, updated and revised periodically to reflect changes in System Standards. (Franchise Agreement - Section 7)

4. Issue, modify and supplement System Standards for ACTIKARE® businesses. We may periodically modify System Standards, which may accommodate regional or local variations as we determine, and these modifications may obligate you to invest additional capital in the ACTIKARE® Business and/or incur higher operating costs. However, these modifications will not alter your fundamental status and rights under the Agreement. (Franchise Agreement -Section 7)

5. Maintain an Internet Website that will include a list of all ACTIKARE® locations that are in good standing with us. Our Website will have a link to your customized Website Page (your “Sitelet”). Your Sitelet will include information relating to your specific business location and select content that we provide from our website. Your Sitelet will also showcase the ACTIKARE® Services and products. By posting or submitting to us information or materials for the ACTIKARE® Internet Website, you are representing to us that the information and materials are accurate and not misleading and do not infringe any third party’s rights. You must notify us whenever any information about you or the Franchise Business on the ACTIKARE® Internet Website changes or is not accurate. You may not establish or maintain any other Website without our prior written approval. We reserve the right to change the requirements relating to your Sitelet at any time. (Franchise Agreement- Section 5)

6. Provide you with an Email account for your business.

Advertising Fund.

We have established and administer an Advertising Fund for the creation and development of marketing, advertising and related programs and materials on a system-wide basis. Upon completion of training, or issuance of your receipt of your state-required license, whichever is later, you must contribute 2% of your Gross Sales or \$50.00 a month, whichever is greater, to the Advertising Fund. The advertising fee is non-refundable. (Franchise Agreement Section 5(b)) (See Items 6, 8 and 9) The Advertising Fund is administered by our Officers.

The Advertising Fund prepares income and expense statements at least once each calendar quarter, and at such time as is practical, the entire fund will be audited annually. Income and expense statements and audit results, as prepared, are available to any franchisee upon written request. Although the Fund is intended to remain in existence, we reserve the right to terminate the Fund only after all monies have been spent for advertising and promotion.

The Advertising Fund develops and places advertising for the ACTIKARE® System; decide whether to use advertising agencies and which ones; decide if advertising is local, regional and/or national, and to decide which media to use, which may include print, radio, television, or direct mail. It may also include further development of a national web site. You are prohibited from producing any website for use with the Franchised Business unless specific written permission is given by us.

All franchisees contribute to the Advertising Fund on the same basis, and the expenditure of funds will be limited to advertising, promoting and marketing the goods and services offered by the ACTIKARE® system. Franchisees who are not yet contributing to the Advertising Fund may be excluded from receiving benefits from the activities of the Advertising Funds. No portion of the Advertising Funds will be used to sell franchises. We receive reimbursement from the Fund for our advertising related administrative costs, indirect expenses and subsidizing costs. The Advertising Fund’s operating rules and guidelines will be determined by our Officers. In our most recent fiscal year, 2025, we spent the Advertising Fund as follows: Co-op Advertising 18%, Merchant Services 4%, lead advertising 33%, Website Development 16%, Internet Marketing 14%, Art Department 13%, and Miscellaneous 2%, totaling 100% of the total

funds collected. Excess funds not spent in any given fiscal year will be carried forward to the next fiscal year.

We will spend funds to benefit the ACTIKARE® Franchise System. This does not mean, however, funds will be spent on advertising in your territory or that expenditures in your territory will be equivalent or proportionate to your contribution. In 2025, we placed additional national advertising at our own expense equal to 2% of that year's Advertising Fund, but are not obligated to do so in the future.

You may develop your own advertising materials provided they are submitted to us in advance for review and approval. We recommend you spend a minimum of \$1,000 every month on approved local paid advertising within your territory.

We do not have a franchisee advertising council. We do not have the power to require cooperatives to be formed, changed, dissolved or merged.

We restrict, designate, and have the right to approve, or control all of your electronic media, including Internet.

You will receive a virtual telephone number from us that will serve as your official ACTIKARE telephone number to be used exclusively for advertising and marketing to the public. (Franchise Agreement – Section 6)

You agree that upon termination, transfer, or expiration of your Franchise Agreement, you will immediately remove all advertising that you control and notify all advertising sources that your advertising must be removed and/or canceled immediately. For advertising that cannot be immediately canceled, you are responsible for any and all costs related to such advertising until such time as it can be canceled or it expires. You will cooperate with us in the removal of all Internet listings that may arise, for up to 12 months after termination, transfer or expiration of your Agreement.

Initial 4 Month Launch Advertising.

Beginning upon completion of training or issuance of your state-required license, whichever is later, during your first 4 months of business, you must pay us directly \$1,500 each month for initial launch advertising and marketing services which we will execute on your behalf for your territory. You agree to provide authorization for your credit card to be automatically charged by us on the first day of each month during this 4 month period.

ActiKare Business Package.

Beginning upon receipt of training or state-required license, whichever is later, and continuing for 24 months, \$250 must be paid directly to us each month for call center services/ appointment setting services, cold calling potential business partners on your behalf, live chat services, and a customized Website. This fee will increase to \$300 your third year in business and remain at \$300 for the remainder of your Franchise Agreement. Payment will be made monthly by automatic debit to your credit card.

Hardware and Software Requirements.

You must have a computer to operate your ACTIKARE® Franchised Business. Currently we do not require you to use any specific brand of computer hardware as long. You are required to have Microsoft Word, Microsoft Excel, Microsoft Outlook, QuickBooks, and Internet Explorer on your computer in order to access our website. Although not required, we do highly recommend a broadband connection for your computer. You may purchase the hardware and software from any source. The computer is not proprietary

and does not require a maintenance or service agreement. You are responsible for purchasing and arranging delivery of this equipment with the vendor. The computer system manages your sales activities and general business operations. We estimate the cost of a computer system to be \$500 -\$1,000.

You are required to use a scheduling software, provided by a third party designated and administered by us, to streamline processes in four major areas: client and employee management, scheduling, billing, and payroll. The cost is based on the number of active clients and typically ranges between \$130 and \$200 per month. The management aspect of the software will allow you to manage contact information, schedules, plan of care, skills and certifications, etc. The scheduling feature will allow you to assign employees to clients according to geographic location, needs, schedules and personality types. The scheduling software allow you to invoice clients based on the confirmed visits made to the client's home. The software will also allow franchise owners to print various reports.

Employment Policies

Any materials, guidance or assistance that we provide concerning the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Operations Manual or otherwise, are solely for your optional consideration and use. Those materials, guidance and assistance do not form part of the mandatory System Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to your employees.

You will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, taxes and withholdings, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment. You must disclose to each of your employees in writing, in a form approved by us in advance, that we are not a "joint employer" of your employees and that we do not control your personnel policies.

We do not exercise control and do not have the authority to control any of the essential terms and conditions of your employees' employment with you listed below:

(1) Wages, benefits, and other compensation; (2) Hours of work and scheduling; (3) The assignment of duties to be performed; (4) The supervision of the performance of duties; (5) Work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) The tenure of employment, including hiring and discharge; and (7) Working conditions related to the safety and health of your employees.

You must disclose to each of your employees in writing, in a form approved by us in advance, that you are the sole employer with total control over the terms and conditions of your employee's employment and that we are not a "joint employer" of your employees and that we do not control your personnel policies.

You will be charged a monthly fee of \$50 for your business telephone number, Web Hosting and your email account beginning the first month from the date you sign your Franchise Agreement.

We reserve the right to require you, at your expense and in the time frame determined by us, to update or upgrade the hardware and/or software you use to conform to new standards or specifications and we have no limitations on our ability to do so. However, we do not request the right to remotely access information and data maintained on the computer system.

We do not anticipate that you will incur any annual costs for computer update, upgrade, support contracts or maintenance costs, unless you choose to do so.

Time To Opening.

We presume you will operate your ACTIKARE® Franchised Business from your home. We estimate that there will be an interval of 90 - 180 days between the signing of the Franchise Agreement and the opening of the ACTIKARE® Business, but the interval may vary based upon such factors as, the delivery schedule for the initial Franchise Package, delays in securing financing arrangements and completing training and your compliance with local laws and regulations. You may not open the ACTIKARE® Business for business until: (1) our pre-opening training has been completed to our satisfaction; (2) you submit proof of insurance in the amounts required under the Franchise Agreement, and (3) you comply with any required state or local registrations or licensing requirements.

If your ACTIKARE® Business will operate in a state that does not require that you secure a license prior to opening, you must complete training and open your Business within 90 days of signing your Franchise Agreement or we may terminate your Franchise Agreement.

If your ACTIKARE® Business will operate in a state that requires your licensure prior to opening, you must apply for your license within thirty (30) days of signing your Franchise Agreement; and complete training within 30 days of license approval, or 180 days of signing your Franchise Agreement or we may terminate your Franchise Agreement.

Site Selection.

You may operate your ACTIKARE® Franchised Business from a home office. You may operate your ACTIKARE® business office from a commercial site, however you are not permitted to perform any customer services from your business office or any retail or commercial site without our written permission. You do not need our permission to select or relocate a site, however you are also not permitted to operate a business office or perform services at any location or home that is situated outside of your Territory without our written permission. Permission will not be unreasonably withheld.

Training.

You must attend and successfully complete the initial training program that we provide to franchisees (the “**Initial Training**”). We may extend the Initial Training for anyone who fails to successfully complete the program, but you must attend and successfully complete the program within 180 days of signing your Franchise Agreement, or within 60 days of your receipt of your state-required license, whichever comes first; or we may terminate your Franchise Agreement.

The Initial Training Program consists of 10 hours Pre-training and Post-training Web-based training and approximately 2-3 days of Corporate Training and is presently conducted at our headquarters in Tampa, Florida, on-line or at another mutually agreed upon location (*additional fees to reimburse us for our costs will apply*). Training programs are scheduled and run as needed. You may not open your business until you have completed on-site and mandatory pre and post-launch training. Upon your request, if you choose not to attend our on-site classroom training, we will make available to you and you must attend our virtual one-on-one on-line classroom training. There is no charge for the Initial Training for you and 2 other people. You are responsible for your compensation, travel, lodging and living expenses incurred in connection with your attendance at any training program. Any person attending training is required to execute our current confidentiality agreement (if not named on the Franchise Agreement).

The Web-based training is a 10 hour self-paced program conducted through the Internet. The time to complete the Web-based training varies depending on how much time you can devote to training and how quickly you are able to absorb the materials. We expect this aspect of your training to take you 2 to 4 weeks to complete. The instructional material used in the Web-based training is our confidential operations manual and the Internet.

Currently our Initial Training consists of the following:

TRAINING PROGRAM			
Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Business Setup Module	2	N/A	Web-based
Introduction to ACTIKARE, Inc.	3	N/A	Web-based
The ACTIKARE ® Core Training	2	N/A	Tampa, FL
Caregivers	3	N/A	Tampa, FL
Marketing and Advertising	12		Tampa, FL/ Web-based
Clients	6	N/A	Tampa, FL
Miscellaneous	2	N/A	Tampa, FL/ Web-based
TOTAL	30 Hours		

1. It is the nature of the ACTIKARE® business that all aspects of training are integrated, that is, there are no definitive starting and stopping times.

2. Although the individuals instructing the training may vary, all of our instructors have at least three years of relevant work experience in their designated subject area. In addition, we conduct optional training programs and conference. If you participate you must pay the costs and expenses for yourself and anyone attending with you. We may charge for optional training programs.

We will hold conferences, either telephonically or electronically, to discuss sales techniques, bookkeeping, performance standards, advertising programs and other topics we feel may be appropriate. These calls cover important information, including but not limited to changes in System Standards which are mandatory to remain in compliance with your Franchise Agreement. From time to time we may host in-person conferences and you will be required to pay the then current participation fee; however, your attendance is optional.

Following the initial phase of in person training, you will be assigned to a dedicated support team from our corporate office to assist you in completing two additional phases of pre-opening training. This assistance includes but is not limited to rate setting, establishing an advertising and marketing campaign, caretaker recruitment and staffing, role playing and setting up back-office functions. Following successful completion of these training modules, you will be granted approval to market and accept clients. During this phase, you will submit applicable documentation to your dedicated support specialist to confirm that you are operating within our System Standards and meeting expectations for all ACTIKARE® franchisees.

Operations Manual.

The table of contents of our Manual is specified in Exhibit “D.”

ITEM 12 TERRITORY

The franchise is granted for a specific protected territory consisting of a population of 100,000 to not more than 250,000 (the “**Territory**”). As long as you are in compliance with the Franchise Agreement, you will receive an exclusive Territory. We will not grant a franchise for, nor operate for ourselves, an ACTIKARE® business within your Territory. However, if you fail to satisfy the terms and conditions in the Franchise Agreement, we may develop the ACTIKARE® System and business in your Territory.

You may operate your ACTIKARE® business office from your home or a commercial site, however you are not permitted to perform any customer services from your business office or any retail or commercial site without our written permission, which we can withhold at our sole discretion. If you do not have a commercial site within your protected territory, you must get a virtual address within your protected territory to use for Internet advertising.

You do not need our permission to select or relocate a site, however you are also not permitted to operate a business office or perform services at any location or home that is situated outside of your Territory without our written permission. Permission will not be unreasonably withheld. If we grant you permission, you must enter into a written agreement with us which addresses specific terms, policies and procedures. (See Rider A to the Franchise Agreement). If you service a client outside of your protected Territory, without our written permission, you agree to forfeit all of your gross sales for that client to us or someone we designate.

Other than your right to operate the ACTIKARE® Business in your Territory, we do not grant you any territorial or other rights whatsoever. We may establish other ACTIKARE® businesses (franchised or owned by us) anywhere outside of the Territory that may compete with your location.

You have no right of first refusal or similar rights to acquire additional territory within your Market or contiguous territories; however, additional territories may be purchased with the approval of our Executive Committee.

There is no minimum sales quota. You maintain your rights to your area as long as you abide by your Franchise Agreement. We may not alter your exclusive area without your consent.

Rights We Retain: Nevertheless, we retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

- (i) solicit prospective franchisees and grant franchises or other rights to operate ACTIKARE® businesses through national or regional advertising, trade shows or conventions or through e-commerce or similar means for individuals to operate ACTIKARE® businesses (franchises will not be granted to operate within your Territory);
- (ii) solicit prospective franchisees for, and own and operate, businesses and ACTIKARE® businesses of any other kind or nature, anywhere;

- (iii) conduct or assign any ACTIKARE® business within your Territory that you refuse to perform, you are unable to perform or while you are in default of your Franchise Agreement.
- (iv) conduct services through any government program ("Program"). If we grant you permission to participate in a Program, which will not be unreasonably withheld, you may be required to enter into a written agreement with us which addresses specific terms, policies and procedures related to participation in the program and pay us the then current Program royalty fee.

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 have the right to operate and/or grant franchises and the right to use other channels of distribution for a similar or competitive business within your area, and can develop, use and franchise other trade names and trademarks for other types of businesses. We do not have the right to use other channels of distribution for the sale of products and services within your territory under the trademarks you will use and the rights granted to you under your franchise agreement.

ITEM 13 TRADEMARKS

Primary Trademark.

We grant you the right to use certain trademarks, service marks and other commercial symbols in operating your ACTIKARE® Business. The primary trademarks we use are the "ACTI-KARE®" composite mark, "ACTIKARE®" word mark and associated trade names, logos, symbols, and associated designs and trade dress.

Trademark Registration.

We have registered the following Marks with the United States Patent and Trademark Office (the "USPTO") as indicated:

Mark	Reg. No.	Reg. Date	Place of Registration
ACTIKARE	3,577,553	02/17/2009	Principal Register of USPTO
	3,631,365	06/02/2009	Principal Register of USPTO

There are no agreements currently in effect which significantly limit our rights to use or license the use of our Marks in a manner material to the franchise. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, nor are there any pending infringements, opposition or cancellation proceedings, or material litigation involving the Marks. All required affidavits have been filed with the USPTO.

Use of the Marks.

You must follow our rules when you use the Marks. You cannot use any Mark as part of your corporate or legal business name or with modifying words, designs or symbols. You may only use the Marks we license to you. You cannot use any Mark in connection with the performance or sale of any unauthorized services or products or in any other manner we have not expressly authorized in writing.

Infringements.

You must notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any claim by any person of any rights in any Mark, and you may not communicate with any person other than us, our attorneys and your attorneys in connection with any such infringement, challenge or claim and cooperate with us fully in pursuing, defending or settling the litigation. We have no affirmative obligation to preserve and protect the ownership and validity of our trademarks. However, we will take all steps that we deem reasonably appropriate. We have sole discretion to take such action as we deem appropriate and the right to control exclusively any litigation, USPTO proceeding or any other administrative proceeding arising from such infringement, challenge or claim or otherwise relating to any Mark licensed by us to you. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or USPTO or other proceeding or otherwise to protect and maintain our interests in the Marks. We will have no obligation to defend or indemnify you for your expenses or damages if the claim against you relates to your use of the trademarks in violation of the Franchise Agreement.

Changes to the Mark.

If it becomes advisable at any time in our sole discretion for us and/or you to modify or discontinue the use of any Mark and/or use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark or for any expenditure you make to promote a modified or substitute trademark or service mark.

Other than as described above, we do not actually know of either superior prior rights or infringing uses that could materially affect your use of our principal trademarks in any state.

Because your telephone listings will be associated with our Marks, we will own all rights to the telephone listings, and all goodwill generated from the use of the telephone listings will be to our benefit.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents nor pending patent applications that are material to the franchise.

We claim copyrights in the advertising materials and related items used in operating the franchise. These copyrights have not been registered with the United States Registrar of Copyrights.

The Manual and other materials we possess contain our confidential information and trade secrets. This information includes methods, formats, specifications, standards, systems, procedures and sales and marketing techniques used, and knowledge of, and experience in, developing and operating ACTIKARE® Businesses; marketing and advertising programs for ACTIKARE® Businesses; knowledge of specifications for and suppliers of certain equipment, products, materials and supplies; and knowledge of the operating results and financial performance of ACTIKARE® Businesses other than your ACTIKARE® Business.

You may not use our confidential information in an unauthorized manner and must take reasonable steps to prevent its disclosure to others. We require your managers to also agree to not use our confidential information in an unauthorized manner.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect which significantly limit our right to use or authorize franchisees to use the copyrighted materials.

Furthermore, there are no infringing uses actually known to us which could materially affect a franchisee's use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights or confidential information, although we intend to do so when this action is in the best interests of the ACTIKARE® Business System.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must at all times faithfully, honestly and diligently perform your obligations under the Franchise Agreement, continuously exert your full time and best efforts to promote, enhance and encourage patronage of all the ACTIKARE® businesses and not engage in any other business or activity that conflicts with your obligations to operate the ACTIKARE® Business in compliance with the Franchise Agreement. You (or your owners/manager) are obligated to participate personally in the direct operation of the ACTIKARE® Business. If you do hire a manager, that manager is not required to have an equity interest in the franchise. Except to the extent prohibited by the laws of the state where the Franchised Business is located or where the manager lives or works, that manager cannot have an interest or business relationship with a competing business. The manager is required to complete our on-line training program to our satisfaction within 30 days of hire. Managers must sign our standard agreement (acceptable to us) to maintain confidentiality of our proprietary rights and confidential information prior to the release of any confidential information.

Any person attending training is required to execute our then current confidentiality agreement if they are not a party to the Franchise Agreement prior to attending training. We do not require you or your spouse or domestic partner to sign a personal guaranty.

You must have any and all persons, who are not a party to the Franchise Agreement, which you authorize to contact us on your behalf, or who will have access to confidential information sign a written agreement (acceptable to us) to maintain confidentiality of our proprietary rights and confidential information prior to the release of any confidential information. We must receive a copy of this signed written agreement within 10 days of the person's hire.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all products, and perform all services, that we require from time to time for ACTIKARE® Businesses. You may not offer for sale any products or perform any services that we have not authorized. Our System Standards may regulate required or authorized products, services and supplies. We have the right to change the types of required and/or authorized goods and services from time to time. There are no limits on our right to do so. You are specifically limited to provide services to customers who are located in your Territory. You may not provide skilled medical or caregiver services without our prior written permission.

ITEM 17
RENEWAL, TERMINATION, TRANSFER
AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
(a) Length of the Franchise Term	Section 9	7 Years.
(b) Renewal or extension of the term	Section 9	Automatically Renews.
(c) Requirements for franchisee to renew or extend	Section 9	You must be in full compliance with your Franchise Agreement, complete any training we require, and you must sign our then-current form of franchise agreement which may contain material different terms and conditions than you original Agreement including territory and royalties, sign a general release and pay the applicable fee.
(d) Termination by franchisee	Section 11	At any time after your first year, if you are in full compliance with your Franchise Agreement, you may request early termination by providing 180 days prior written notice, comply with post termination obligation and sign a general release. Further, you may terminate the Franchise Agreement on any grounds available by law. (subject to local state law)
(e) Termination by franchisor without cause	Not Applicable	Not Applicable.
(f) Termination by franchisor with cause	Section 11	We can terminate only if you commit one of several violations (subject to local state law).
(g) "Cause" defined – curable defaults	Section 11	Failure to report gross income, report defaults, failure to complete training, failure to open franchise, material breach of the Franchise Agreement, or failure to comply with the System Standards or Policies/Procedures.

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
(h) "Cause" defined – non-curable defaults	Section 11	Monetary defaults, abandonment for 30 days, violation of confidentiality or failure to cure a default within 30 days of notice, interference/disruption of our or other franchisee's business, misuse the Marks, unauthorized transfer, bankruptcy, creditors attach or foreclose business property, conviction or "no contest" plea to a felony.
(i) Franchisee's obligations on termination/nonrenewal	Section 12	Obligations include payment of outstanding amounts, complete de-identification, pay advertising and telephone obligations, removal of advertising and return of confidential information (also see (r) below).
(j) Assignment of contract by franchisor	Section 13	No restrictions on our right to assign the Franchise Agreement.
(k) "Transfer" by franchisee-definition	Section 13	Your (or your owners') voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in: (a) the Franchise; (b) you or (c) the ActiKare® Business.
(l) Franchisor's approval of transfer by franchisee	Section 13	We have the right to approve all transfers.
(m) Conditions for franchisor's approval of transfer	Section 13	Assumption of your obligations by transferee, and the training and transfer fees are paid. Transferee must qualify and must sign our then current franchise agreement, which may contain material changes.
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 13	We can match the terms of any attempted transfer for a period of 14 days after receipt of notice of such proposed transfer.
(o) Franchisor's option to purchase franchisee's business	Not Applicable	Not Applicable
(p) Death or disability of franchisee	Section 15	We can terminate Franchise Agreement unless we approve a transferee.
(q) Non-competition covenants during the term of the franchise	Section 6	No involvement in a similar business (Subject to state law).

PROVISION	SECTION IN FRANCHISE OR OTHER AGREEMENT	SUMMARY
(r) Non-competition covenants after the franchise is terminated or expires	Section 12	No solicitation or recruitment of clients of your ACTIKARE® Business, any other ACTIKARE® businesses or any other current or former ACTIKARE® franchisees for a period of 2 years No involvement in a similar business for a period of 2 years. (subject to state law).
(s) Modification of the agreement	Section 19	No modifications except by written agreement, but Manual and System Standards are subject to change
(t) Integration/merger clause	Section 19	Only the terms of the Franchise Agreement, Exhibits and all Agreements signed with it are enforceable (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim the franchisor's representations made in the Franchise Disclosure Document.
(u) Dispute resolution by arbitration or mediation	Section 17	Except for certain claims, all disputes must be arbitrated at the office of the American Arbitration Association closest to our headquarters (subject to state law).
(v) Choice of forum	Section 19	Jurisdiction is in the Federal or state court in the county in which our principal office is located (subject to state law).
(w) Choice of law	Section 19	Florida (subject to state law)

ITEM 18 PUBLIC FIGURES

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

ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC 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 that you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Because we permit franchisees to determine the number of hours they operate their Franchised Business, and part-time hours vary widely, we are also only reporting on businesses that operate on a full-time basis which we define as 40 hours per week during typical business hours. Of our 150 Franchised Businesses, 102 operate on a full-time basis and 24 on a part-time basis and 26 units are in the process of getting licensed per their state requirements. We are reporting on operating units based on hours worked per week. Excluded from this financial performance representation are affiliate owned and operated units.

The Franchised Businesses whose gross sales are used in our calculations are single unit franchises, spend a minimum of \$12,000 per calendar year on advertising and have purchased a protected territory of between 100,000 and 250,000 populations.

The Franchised Businesses gross sales used in our calculations are franchises that are offering personal care services and are licensed within their state to offer such services, if applicable.

The Franchised Businesses presented below does not differ materially from the franchises now being offered.

Tables 1, 2, 3 and 4 below are a financial performance representation based on historical financial performance representation of ActiKare Franchised Businesses that provided mandatory monthly revenue reports for the months of January – December 2025 and operated under the same owner for at least 12 months. Of our 150 Franchised Businesses, we are reporting on 103 that have been operating for at least 12 months under the same owner and are licensed to perform all required services.

Table One

Of 103 Franchised Businesses in operation, 67 or 65.05% met the criteria above and work 35 or more hours per week during regular business hours.

As of Fiscal year end December 31, 2025: Average Gross Sales	\$827,360.87
28 or 41.8% of the 67 Franchised Business attained or surpassed this average	
Median Gross Sales	\$635,800.52
Lowest Gross Sales	\$240,879.00
Highest Gross Sales	\$1,014,531.62

Table Two

Of 103 Franchised Businesses in operation, 26 or 25.24% met the criteria above and work 20-30 hours per week during regular business hours.

As of Fiscal year end December 31, 2025: Average Gross Sales	\$404,128.16
11 or 42.3% of the 26 Franchised Business attained or surpassed this average	
Median Gross Sales	\$317,642.16
Lowest Gross Sales	\$171,043.68
Highest Gross Sales	\$669,642.84

Table Three

Of 103 Franchised Businesses in operation, 7 or 6.80% met the criteria above and work 10-20 hours per week during regular business hours.

As of Fiscal year end December 31, 2025: Average Gross Sales	\$136,717.48
4 or 57.1% of the 7 Franchised Business attained or surpassed this average	
Median Gross Sales	\$91,458.00
Lowest Gross Sales	\$43,176.00
Highest Gross Sales	\$199,962.32

Table Four

Of 103 Franchised Businesses in operation, 3 or 2.91% met the criteria above and work 10 or fewer hours per week during regular business hours.

As of Fiscal year end December 31, 2024: Average Gross Sales	\$31,590.24
2 or 75% of the 3 Franchised Business attained or surpassed this average	
Median Gross Sales	\$28,699.12
Lowest Gross Sales	\$14,967.00
Highest Gross Sales	\$51,104.60

Tables 5, 6, 7 and 8 below are a financial performance representation based on historical financial performance representation of ActiKare Franchised Businesses that provided mandatory monthly revenue reports for the months of January – December 2025 and operated under the same owner for at least 24 months. Of our 150 Franchised Businesses, we are reporting on 84 that have been operating for at least 24 months under the same owner and are licensed to perform all required services.

Table Five

Of 84 Franchised Businesses in operation, 54 or 64.29% met the criteria above and work 35 or more hours per week during regular business hours.

As of Fiscal year end December 31, 2025: Average Gross Sales	\$1,081,528.14
22 or 40.7% of the 54 Franchised Business attained or surpassed this average	
Median Gross Sales	\$879,976.26
Lowest Gross Sales	\$382,687.25
Highest Gross Sales	\$3,480,842.76

Table Six

Of 84 Franchised Businesses in operation, 23 or 27.38% met the criteria above and work 20-30 hours per week during regular business hours.

As of Fiscal year end December 31, 2025: Average Gross Sales	\$704,205.56
13 or 56.5% of the 23 Franchised Business attained or surpassed this average	
Median Gross Sales	\$569,251.00
Lowest Gross Sales	\$227,871.00
Highest Gross Sales	\$1,813,087.70

Table Seven

Of 84 Franchised Businesses in operation, 5 or 5.95% met the criteria above and work 10-20 hours per week during regular business hours.

As of Fiscal year end December 31, 2025: Average Gross Sales	\$189,962.32
2 or 40.0% of the 5 Franchised Business attained or surpassed this average	
Median Gross Sales	\$139,056.87
Lowest Gross Sales	\$77,796.00
Highest Gross Sales	\$395,994.00

Table Eight

Of 84 Franchised Businesses in operation, 2 or 2.38% met the criteria above and work 10 or fewer hours per week during regular business hours.

As of Fiscal year end December 31, 2025: Average Gross Sales	\$126,487.50
1 or 50% of the 2 Franchised Business attained or surpassed this average	
Median Gross Sales	\$126,487.50
Lowest Gross Sales	\$51,104.00
Highest Gross Sales	\$201,871.00

The Franchised Business included in the above calculations is a mature business, in operation for two full years of business. The above figure (reflecting Gross Sales, not profits) was calculated based upon information reported to us by our franchisee in their royalty reports. The above figure has not been audited by us. The above figure does not reflect the costs of sales, operating expenses or other costs and expenses that must be deducted from the 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 Franchised Business. Franchisees or former franchisees, listed in Exhibits E and F of this Franchise Disclosure Document, may be one source of this information.

Some franchises have sold this amount. Your individual results may differ. There is no assurance you will sell as much.

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

Other than the financial performance representation in this Item 19, we do not make any financial performance representation. We also do not authorize our employees or representatives to make any representations either orally or in writing. If you are purchasing an existing franchise, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Mark Lucas, CEO, ACTIKARE, Inc., 15310 Amberly Drive, Suite 175, Tampa, Florida 33647; Telephone; 813-931-5516, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table 1
SYSTEM OUTLET SUMMARY
For Years 2023 to 2025

Column 1	Column 2	Column 3	Column 4	Column 5
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of The Year	Net Change
Franchised	2023	141	144	+3
	2024	144	147	+3
	2025	147	150	+3
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	141	144	+3
	2024	144	147	+3
	2025	147	150	+3

Table 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
For years 2023 to 2025

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Alabama	2023	0
	2024	0
	2025	0
Alaska	2023	0
	2024	0
	2025	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Arizona	2023	0
	2024	0
	2025	0
Arkansas	2023	0
	2024	0
	2025	0
California	2023	0
	2024	0
	2025	0
Colorado	2023	0
	2024	0
	2025	0
Connecticut	2023	0
	2024	0
	2025	0
Delaware	2023	0
	2024	0
	2025	0
Florida	2023	0
	2024	2
	2025	0
Georgia	2023	0
	2024	0
	2025	0
Hawaii	2023	0
	2024	0
	2025	0
Idaho	2023	0
	2024	0
	2025	0
Illinois	2023	0
	2024	0
	2025	0
Indiana	2023	0
	2024	0
	2025	0
Iowa	2023	0
	2024	0
	2025	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
Kansas	2023	0
	2024	0
	2025	0
Kentucky	2023	0
	2024	0
	2025	0
Louisiana	2023	0
	2024	0
	2025	0
Maine	2023	0
	2024	0
	2025	0
Maryland	2023	0
	2024	0
	2025	0
Massachusetts	2023	0
	2024	0
	2025	0
Michigan	2023	0
	2024	0
	2025	0
Minnesota	2023	0
	2024	0
	2025	0
Mississippi	2023	0
	2024	0
	2025	0
Missouri	2023	0
	2024	0
	2025	0
Montana	2023	0
	2024	0
	2025	0
Nebraska	2023	0
	2024	0
	2025	0
Nevada	2023	0
	2024	0
	2025	0
New Hampshire	2023	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2024	0
	2025	0
New Jersey	2023	0
	2024	0
	2025	0
New Mexico	2023	0
	2024	0
	2025	0
New York	2023	0
	2024	0
	2025	0
North Carolina	2023	0
	2024	0
	2025	0
North Dakota	2023	0
	2024	0
	2025	0
Ohio	2023	0
	2024	1
	2025	0
Oklahoma	2023	0
	2024	0
	2025	0
Oregon	2023	0
	2024	0
	2025	0
Pennsylvania	2023	0
	2024	1
	2025	1
	2022	0
Puerto Rico	2023	0
	2024	0
	2025	0
	2022	0
Rhode Island	2023	0
	2024	0
	2025	0
South Carolina	2023	0
	2024	0
	2025	0
South Dakota	2023	0
	2024	0

Column 1	Column 2	Column 3
State	Year	Number of Transfers
	2025	0
Tennessee	2023	0
	2024	0
	2025	0
Texas	2023	0
	2024	0
	2025	1
Utah	2023	0
	2024	0
	2025	0
Vermont	2023	0
	2024	0
	2025	0
Virginia	2023	0
	2024	0
	2025	0
Washington	2023	0
	2024	2
	2025	0
West Virginia	2023	0
	2024	0
	2025	0
Wisconsin	2023	0
	2024	0
	2025	0
Wyoming	2023	0
	2024	0
	2025	0
District of Columbia	2023	0
	2024	0
	2025	0
Totals	2023	0
	2024	6
	2025	2

Table 3

**STATUS OF FRANCHISED OUTLETS
For Years 2023 to 2025**

*Our affiliate ML Capital Group, Inc. operates ACTIKARE® franchises located in Alabama, Florida, Minnesota, Ohio and Texas.

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminat ions	Col. 6 Non- Renewals	Col. 7 Reacquir ed By Franchis or	Col. 8 Ceased Operatio ns – Other Reasons	Col. 9 Outlets at the End of the Year
Alabama *	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	1	0	1
	2025	1	0	0	0	0	0	1
Alaska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Arizona	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	1	0	4
	2025	4	1	0	0	0	0	5
Arkansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
California	2023	18	4	0	0	3	0	19
	2024	19	3	0	0	1	0	21
	2025	21	1	1	0	2	0	19
Colorado	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Connecticut	2023	5	0	0	0	1	0	4
	2024	4	1	0	0	1	0	4
	2025	4	1	0	0	1	0	4
Delaware	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Florida*	2023	19	3	0	0	6	0	16
	2024	16	3	0	1	2	0	16
	2025	16	1	0	0	1	0	16
Georgia	2023	9	7	0	0	0	0	16
	2024	16	2	0	0	1	0	17
	2025	17	4	0	0	1	0	20

Hawaii	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Idaho	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Illinois	2023	5	0	0	0	1	0	4
	2024	4	1	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Indiana	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	1	0	2
	2025	2	1	0	0	1	0	2
Iowa	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	1	0	1
	2025	1	0	0	0	0	0	1
Kansas	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Kentucky	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Louisiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Maine	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Maryland	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Massachusetts	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	1	0	0	0	4
Michigan	2023	2	0	0	0	0	0	2
	2024	2	2	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Minnesota*	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Mississippi	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1

Missouri	2023	1	0	0	0	0	0	1
	2024	1	1	0	0	1	0	1
	2025	1	0	0	0	0	0	1
Montana	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Nebraska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Nevada	2023	1	0	0	0	0	0	1
	2024	1	2	1	0	0	0	2
	2025	2	0	0	0	1	0	1
New Hampshire	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	1	0	0
New Jersey	2023	5	0	0	0	2	0	3
	2024	3	0	0	0	0	0	3
	2025	3	2	0	0	0	0	5
	2022	2	0	0	0	1	0	1
New Mexico	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	1	0	1
	2025	1	0	0	0	0	0	1
New York	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
North Carolina	2023	3	0	0	0	0	0	3
	2024	3	1	0	0	1	0	3
	2025	3	0	0	0	1	0	2
North Dakota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Ohio*	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	3	0	0	0	0	8
Oklahoma	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Oregon	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Pennsylvania	2023	9	0	0	0	3	0	6
	2024	6	3	0	0	0	0	9
	2025	9	1	1	0	1	0	8

Puerto Rico	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Rhode Island	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
South Carolina	2023	2	2	0	0	1	0	3
	2024	3	0	0	0	1	0	2
	2025	2	0	0	0	1	0	1
South Dakota	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Tennessee	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	1	0	2
	2025	2	0	0	0	0	0	2
Texas*	2023	16	5	0	0	5	0	16
	2024	16	2	0	0	3	0	15
	2025	15	2	0	0	3	0	14
Utah	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Vermont	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Virginia	2023	9	1	0	0	2	0	8
	2024	8	0	0	0	0	0	8
	2025	8	1	0	0	0	0	9
Washington	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	1	0	0	0	0	5
West Virginia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Wisconsin	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	1	0	1
	2025	1	0	0	0	0	0	1
Wyoming	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
District of Columbia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Total	2023	141	27	0	0	24	0	144
	2024	144	23	1	1	18	0	147
	2025	147	20	3	0	14	0	150

Table 4

**STATUS OF COMPANY-OWNED OUTLETS
For Years 2023 to 2025**

Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8
State	Year	Outlets at Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of the Year
All	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Totals	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

Table 5

PROJECTED OPENINGS AS OF DECEMBER 31, 2025

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	1	0
Alaska	0	0	0
Arizona	0	2	0
Arkansas	0	0	0
California	0	4	0
Colorado	0	2	0
Connecticut	0	2	0
Delaware	0	0	0
Florida	0	3	0
Georgia	0	3	0
Hawaii	0	0	0
Idaho	0	0	0
Illinois	0	2	0
Indiana	0	0	0
Iowa	0	0	0

Column 1	Column 2	Column 3	Column 4
State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Kansas	0	0	0
Kentucky	0	1	0
Louisiana	0	1	0
Maine	0	1	0
Maryland	0	2	0
Massachusetts	0	2	0
Michigan	0	1	0
Minnesota	0	0	0
Mississippi	0	0	0
Missouri	0	0	0
Montana	0	0	0
Nebraska	0	1	0
Nevada	0	2	0
New Hampshire	0	0	0
New Jersey	0	2	0
New Mexico	0	1	0
New York	0	3	0
North Carolina	0	1	0
North Dakota	0	0	0
Ohio	0	2	0
Oklahoma	0	1	0
Oregon	0	0	0
Pennsylvania	0	2	0
Puerto Rico	0	0	0
Rhode Island	0	1	0
South Carolina	0	1	0
South Dakota	0	0	0
Tennessee	0	1	0
Texas	0	3	0
Utah	0	0	0
Vermont	0	0	0
Virginia	0	2	0
Washington	0	1	0
West Virginia	0	1	0
Wisconsin	0	1	0
Wyoming	0	0	0
District of Columbia	0	0	0
TOTALS	0	53	0

All numbers in this item are as of December 31st.

The names of franchisees and the addresses and telephone numbers of their franchises are listed in Exhibit E. The name and last known address and telephone number of every franchisee who has had a unit terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year or has not communicated with us within 10 weeks of the date of the disclosure document issuance date also is listed in Exhibit F.

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

Our franchise agreements have confidentiality clauses which prevent current and former franchisees from disclosing proprietary information regarding our system. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with ACTIKARE®. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you. In addition, during the last three fiscal years, we have not signed confidentiality clauses with any current or former franchisees.

We have not created, sponsored or endorsed any trademark specific franchisee organization nor have any independent franchisee organizations asked to be included in this disclosure document.

ITEM 21

FINANCIAL STATEMENTS

Attached as Exhibit “B” are the following financial statements:

Our audited Balance Sheet, Income Statements, Statements of Changes in Stockholders’ Equity, and Statements of Cash Flows for the periods ending December 31, 2025, December 31, 2024, and December 31, 2023. We were formed on September 5, 2007. Our fiscal year ends December 31st.

ITEM 22

CONTRACTS

The following agreements are attached as exhibits to this disclosure document:

- (a) Franchise Agreement -- Exhibit C
- (b) Form of General Release and Indemnity Agreement-- Exhibit H

EXHIBIT A TO THE DISCLOSURE DOCUMENT

**LIST OF STATE AGENCIES/AGENTS
FOR SERVICE OF PROCESS**

Our registered agent in the State of Florida is:

Mark W. Lucas
15310 Amberly Drive
Suite 175
Tampa, Florida 33647

STATE	AGENCY	PROCESS, IF DIFFERENT
California Toll-free (866) 275-2677 Email: Ask.DFPI@dfpi.ca.gov www.dfpi.ca.gov	Department of Financial Protection and Innovation Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento 651 Bannon Street, Suite 300 Sacramento, CA 95811 San Diego 1455 Frazee Road, Suite 315 San Diego, CA 92108 San Francisco 1 Sansome Street, Suite 600 San Francisco, CA 94104	Commissioner of Financial Protection and Innovation Los Angeles 320 West 4th Street, Suite 750 Los Angeles, CA 90013 Sacramento 651 Bannon Street, Suite 300 Sacramento, CA 95811 San Diego 1455 Frazee Road, Suite 315 San Diego, CA 92108 San Francisco 1 Sansome Street, Suite 600 San Francisco, CA 94104
Hawaii	Securities Examiner 1010 Richards Street Honolulu, HI 96813	
Illinois	Franchise Division Office of Attorney General 500 South Second Street Springfield, IL 62706	
Indiana	Franchise Section Indiana Securities Division Secretary of State, Room E-111 302 W. Washington Street Indianapolis, IN 46204	Administrative Office of the Secretary of State 201 State House Indianapolis, IN 46204
Maryland	Office of Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021	Maryland Securities Commissioner 200 St. Paul Place Baltimore MD 21202-2021
Michigan	Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 670 G. Mennen Williams Building 525 West. Ottawa Lansing, MI 48933	
Minnesota	Commissioner of Commerce Minnesota Department of Commerce 85 7 th Place East, Suite 280 St. Paul, MN 55101-2198	

STATE	AGENCY	PROCESS, IF DIFFERENT
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St, 21st Floor New York, NY 10005 (212) 416-8222	Secretary of State State of New York One Commerce Plaza 99 Washington Avenue Albany, NY 12231-0001
North Dakota	Office of Securities Commissioner 600 East Boulevard Avenue State Capital 14 th Floor Bismarck, ND 58505-0510	North Dakota Securities Department 600 East Boulevard Avenue State Capital 14th Floor Dept 414 Bismarck, ND 58505-0510
Oregon	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 97310	
Rhode Island	Division of Securities Department of Business Regulations Building 69, 1 st Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, RI 02920	
South Dakota	Department of Labor and Regulation Division of Securities -124 S Euclid, Suite 104 Pierre, SD 57501--	
Virginia	Ronald W. Thomas, Administrator State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, VA 23219	Clerk of the State Corporation Commission 1300 East Main Street 1 st Floor Richmond, VA 23219
Washington	Washington State Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Road, SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Securities and Franchise Registration Division of Securities 4 th Floor 345 W. Washington Avenue Madison, WI 53703	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

OF

ACTIKARE, INC.

Independent Auditor's Report

To the Board of Directors of
Actikare, Inc.

Opinion

We have audited the financial statements of Actikare, Inc., which comprise the balance sheets as of December 31, 2025, 2024 and 2023, and the related statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Actikare, Inc. as of December 31, 2025, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities/or the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Optimus Financials, Inc.

Optimus Financials, Inc.
Oakland, MD
April 18, 2026

ACTIKARE, INC.
Balance Sheet
DECEMBER 31, 2025, 2024, and 2023

ASSETS

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Current Assets			
Cash	1,990,466	1,325,717	\$785,434
Accounts Receivable	50	13,425	50
Due from Related Parties	264,900	224,900	155,000
Note Receivable	-	-	-
Total Current Assets	<u>2,255,416</u>	<u>1,564,042</u>	<u>940,484</u>
Property and Equipment, net	18,467	18,830	19,199
Intangible Asset, net	-	25,840	25,840
Total Assets	<u>\$ 2,273,883</u>	<u>\$ 1,608,712</u>	<u>\$985,523</u>

LIABILITIES AND STOCKHOLDERS EQUITY

Liabilities			
Accounts Payable and Accrued Expenses	\$ 465,644	\$ 307,264	\$ 69,777
Due to Related Parties	-	-	83,914
Advertising Payable	55,619	-	-
Other Current Liabilities	31,653	37,895	21,835
Total Current Liabilities	<u>552,916</u>	<u>345,159</u>	<u>175,526</u>
Stockholders Equity			
Common Stock	28	28	28
Additional Paid in Capital	125,927	125,927	125,927
Retained Earnings	1,595,012	1,137,598	684,042
	<u>1,720,967</u>	<u>1,263,553</u>	<u>809,997</u>
Total Stockholders Equity	<u>1,720,967</u>	<u>1,263,553</u>	<u>809,997</u>
Total Liabilities and Equity	<u>\$ 2,273,883</u>	<u>\$ 1,608,712</u>	<u>\$985,523</u>

See accompanying notes to the financial statements.

3

ACTIKARE, INC.
Income Statement
For the year ending DECEMBER 31, 2025, 2024, and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Revenue	\$ 2,502,676	\$ 2,458,519	\$2,083,782
Cost of Sales	25,578	12,161	11,857
Gross Profit	<u>\$ 2,477,098</u>	<u>\$ 2,446,358</u>	<u>\$2,071,925</u>
Operating Expense			
Salary and Benefits Expense	535,482	459,795	501,253
Advertising	353,154	195,226	469,466
Bank Fees	63,757	56,715	45,172
Computer Expenses	36,298	52,794	40,921
Commissions	215,807	347,425	146,992
Administrative Expense	21,827	220,484	83,914
Depreciation and Amortization	29,085	3,245	3,245
Franchise Expense	32,695	52,724	19,750
Management Expense	195,000	-	-
Insurance	1,738	4,896	3,005
Leads	6,750	157,784	-
Office Expense	40,386	55,490	189,363
Professional Fees	42,753	29,412	47,559
Rent	16,804	24,662	26,637
Taxes and Licenses	46,019	1,093	-
Telephone	15,998	18,937	22,637
Training	88,636	34,740	28,309
Travel	58,335	61,787	82,306
Website Expense	42,296	-	20,335
Bad Debt Expense	-	-	30,944
Total Expenses	<u>\$ 1,842,820</u>	<u>\$ 1,777,209</u>	<u>\$1,761,808</u>
Net Income	<u>\$ 634,278</u>	<u>\$ 669,149</u>	<u>\$ 310,117</u>
Stockholders Equity, Beginning	\$ 1,263,553	\$ 809,997	\$ 844,129
Distributions	(176,864)	(215,593)	(344,249)
Stockholders Equity, Ending	<u>\$ 1,720,967</u>	<u>\$ 1,263,553</u>	<u>\$ 809,997</u>

See accompanying notes to the financial statements.

4

ACTIKARE, INC.
Statement of Cash Flows
For the Period Ending December 31, 2025, 2024, and 2023

	<u>2025</u>	<u>2024</u>	<u>2023</u>
Operating Activities			
Net Income	\$ 634,278	\$ 669,149	\$ 310,117
Depreciation and Amortization	26,203	3,245	3,245
Change in Current Assets	13,375	(13,375)	(127,762)
Change in Current Liabilities	207,757	253,547	151,278
Net Cash Provided by Operating Activities	<u>881,613</u>	<u>912,566</u>	<u>336,878</u>
Investing Activities			
Change in Fixed Assets	-	-	(6,482)
Change in Intangible Assets	-	(2,876)	-
Due from Related Parties	(40,000)	(69,900)	-
Net Cash Used for Investing Activities	<u>(40,000)</u>	<u>(72,776)</u>	<u>(6,482)</u>
Financing Activities			
Contributions/ (Distributions)	(176,864)	(215,593)	(344,249)
Repayment on Due to Related Parties	-	(83,914)	-
Net Cash Used for Financing Activities	<u>(176,864)</u>	<u>(299,507)</u>	<u>(344,249)</u>
Net Change in Cash	664,749	540,283	(13,853)
Cash at Beginning of Period	1,325,717	785,434	799,287
Cash at End of Period	<u>\$ 1,990,466</u>	<u>\$ 1,325,717</u>	<u>\$ 785,434</u>

See accompanying notes to the financial statements.

5

ACTIKARE, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD ENDING DECEMBER 31, 2025, 2024 and 2023

Note 1 - Nature of Business

Actikare, Inc. (the Company) was incorporated in the state of Florida in September, 2007 and began franchising its non-medical home care business in 2008. In the Actikare, Inc. system, the franchisees recruit qualified caregivers to perform services for clients. Actikare, Inc. uses these qualified caregivers to deliver non-medical companion services to its clients in the comfort and familiarity of the clients home. Actikare, Inc.'s programs assist individuals with such daily activities as meal preparation, errands, help paying bills, light housekeeping, transportation, pet care and other miscellaneous activities so that senior and other individuals of need can keep enjoying the activities they love and equally important, maintain their independence. The Company assists in operating the franchisees business and design an ongoing marketing program to reach potential customers within your protected territory. Generally, Actikare, Inc. businesses market to individuals 60 years of age and older.

Note 2 - Summary of Significant Accounting Policies

Basis of Accounting

The financial statements for Actikare, Inc., Inc. were prepared using the accrual basis of accounting. Under this method income is recorded when earned and expenses are recorded when incurred.

Reporting Period

For tax and reporting purposes, Actikare, Inc. operates on a calendar year consisting of a full twelve months beginning with January 1 and ending December 31.

Cash and Cash Equivalents

The Company considers cash on hand, cash in banks and other short-term securities with maturities of three months or less when purchased as cash and cash equivalents.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 3 – Revenue Recognition

The Company adopted ASU 2014-09 Revenue from Contracts with Customers and all subsequent amendments to the ASU (collectively, "ASU 606") which creates a single framework for recognizing revenue from contracts with customers that fall within its scope. In adopting ASC 606 the full retrospective method was used to determine revenue under the current standard. Completion of the implementation analysis resulted in no adjustments.

ACTIKARE, INC.
NOTES TO FINANCIAL STATEMENTS
FOR THE PERIOD ENDING DECEMBER 31, 2025, 2024 and 2023

Note 3 – Revenue Recognition (continued)

Initial franchise fees are used to secure the franchisees designated territory and cover the necessary training and orientation. Franchise sales are only recognized when the Company satisfies all its performance obligations to its franchisees. Accordingly, for the year ending December 31, 2025 the company had no unearned income to report.

Note 4 - Advertising Expense

Actikare, Inc. accounts for advertising expenses in accordance with SOP 93-7 'Reporting of Advertising Cost'. Accordingly, advertising that does not provide a future benefit should be expensed as incurred. Advertising expenses for December 31, 2025, 2024 and 2023 was \$353,154, \$195,226, and \$469,466, respectively.

Note 5 - Property and Equipment

Property and equipment is recorded at cost, net of accumulated depreciation. At December 31, 2025, property and equipment consisted of the following:

Furniture and Equipment	\$17,643
Computer and Software	7,730
Less: Accumulated	
Depreciation	<u>(6,906)</u>
Property and Equipment, net	\$18,467

Depreciation expense for the year ending December 31, 2025 was \$363.

Note 6 – Related Party Activity

The Company reports amounts due to and from related parties that accrue no interest and have no specific repayment terms. All amounts reported are expected to be both paid and received.

Note 7 - Provision for Income Taxes

Actikare, Inc. has elected S Corporation status under the Internal Revenue Service code. Under this provision, all corporate income is passed through to its owners who are liable for paying income tax on the related income. Thus, no income tax provisions have been made at the corporate level.

Note 8 – Subsequent Events

The Company has evaluated subsequent events through the date which the financial statements were available to be issued. No such events have occurred.

EXHIBIT C TO THE DISCLOSURE DOCUMENT

**FORM OF
FRANCHISE AGREEMENT**

AREA DIRECTOR FRANCHISE AGREEMENT

This Area Director Franchise Agreement (this “**Agreement**”) is entered into as of the ____ day of _____, 20__ between:

ActiKare, INC.
15310 Amberly Drive
Suite 175
Tampa, Florida 33647

(“We,” “Us,” “Our,” “**ACTIKARE**,” or “**ACTI-KARE**”)

and

AREA DIRECTOR FRANCHISEE:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

(“You,” “Your,” “Area Director” or “Franchisee”)

1. GRANT OF AREA DIRECTOR FRANCHISE, INITIAL PAYMENT, AND TERRITORY.

(a) Subject to the terms and conditions of this Agreement, we grant you a license and appoint you as an authorized Area Director to offer ACTIKARE® services which deliver non-medical companion and personal care services to clients in the client’s home and related merchandise as well as new products and services as they become available to us (the “ACTIKARE® System”). Upon the execution of this Agreement, you agree to pay us the initial Franchise Fee set forth on Exhibit “A” for the purchase of the Area Director Franchise (“Franchise” or “Franchised Business”) which includes the Franchise Package described in Exhibit “B”.

(b) The Franchise is granted for a specific protected territory (“Territory”) as set forth in Exhibit “A”. We shall not, during the term of this Agreement, so long as you are not in default hereunder or under any other agreement ancillary hereto, operate ourselves or grant to any other person a ACTIKARE® franchise within the Territory nor shall we modify the Territory without your prior written permission unless you are in default of the terms of this Agreement. . You are not permitted to perform services at any location or home that is situated outside of your Territory without our written permission. Permission will not be unreasonably withheld. If we grant you permission, you must enter into a written agreement with us which addresses specific terms, and pay us the applicable Royalty/Support Fees for services conducted outside of your protected territory, as set forth on Rider “A”. If you service a client outside of your protected Territory, without our written permission, you agree to forfeit all of your gross sales for that client to us or someone we designate.

(c) Other than your right to operate your ACTIKARE® Business within your Territory, we do not grant you any territorial or other rights whatsoever. We may establish other ACTIKARE® businesses (franchised or owned by us) anywhere outside of your Territory.

(d) **Rights We Retain:** Nevertheless, we retain the right, on behalf of ourselves or through affiliates, in our discretion, and without granting any rights to you, to:

- (i) solicit prospective franchisees and grant franchises or other rights to operate ACTIKARE® businesses through national or regional advertising, trade shows or conventions or through e-commerce or similar means for individuals to operate ACTIKARE® businesses (franchises will not be granted to operate within your Territory);
- (ii) solicit prospective franchisees for, and own and operate, businesses and ACTIKARE® businesses of any other kind or nature, anywhere;
- (iii) conduct or assign any ACTIKARE® business within your Territory that you refuse to perform, you are unable to perform or while you are in default of your Franchise Agreement; and
- (iv) conduct services through any government program ("Program"). If we grant you permission to participate in a Program, which will not be unreasonably withheld, you may be required to enter into a written agreement with us which addresses specific terms, policies and procedures related to participation and pay us the then current Program royalty fee.

2. PAYMENT FOR FRANCHISE.

You will pay the Initial Franchise Fee, as shown on Exhibit "A," by: (i) check; (ii) wire transfer; or (iii) Mastercard or Visa credit card or other such method of payment as we may require. It is due on signing and is not refundable. Payments by check must be made payable to ActiKare, Inc.

3. SHIPMENTS.

We will endeavor to deliver the Franchise Package, as set forth in Exhibit "B", in a timely manner, within a maximum of thirty (30) business days.

4. INITIAL AND ONGOING TRAINING.

Within thirty (30) days of your signing this Agreement, we will train you and up to two (2) additional people at our corporate location for approximately two (2) to three (3) days with our approved trainer and provide ten (10) hours Web-based Pre-training and Post-training ("the Initial Training"). Any person attending training is required to execute our then current confidentiality agreement if they are not a party to this Agreement. We may extend the Initial Training for you if you fail to successfully complete the program, but you must attend and successfully complete the Initial Training within one hundred and eighty (180) days of the date of this Agreement, or within sixty (60) days of issuance of your state-required license, whichever occurs first. You may not open your business until you have completed training. ACTIKARE® on-site classroom training is included in your Franchise Fee, but you must pay travel and living expenses. Upon your request, if you choose not to attend our on-site classroom training, we will make available to you, for an additional fee, our virtual one-on-one on-line classroom training which you must attend and complete. We offer our franchisees unlimited phone support available during normal business hours. We will hold conferences, either telephonically or electronically, to discuss sales techniques, bookkeeping, performance standards, advertising programs and other topics we feel may be appropriate. These conferences set forth important information, including but not limited to, changes in

System Standards which are mandatory to remain in compliance with this Agreement. From time to time we may host in-person conferences and you will be required to pay the then current participation fee, not to exceed Two Hundred Ninety-Five Dollars (\$295) per person; however, your attendance is optional.

If your ACTIKARE® Business will operate in a state that does not require a license prior to opening, you must complete training and open your Business within 90 days of signing your Franchise Agreement or we may terminate your Franchise Agreement.

If your ACTIKARE® Business will operate in a state that require licensure prior to opening, you must apply for your license within thirty (30) days of signing your Franchise Agreement; and complete training within thirty (30) days of license approval, or one hundred and eighty (180) days of signing your Franchise Agreement or we may terminate your Franchise Agreement.

5. ONGOING FEES.

(a) **Royalty/Support Fee.** You agree to pay us a Royalty/Support Fee as shown on Exhibit “A,” which is based on Gross Sales for the month. “Gross Sales” shall mean the gross receipts of every kind and nature for sales of all products and services made in, upon, from or through operation of the Franchised Business, and income of every other kind and nature related to the Franchised Business, whether for products, services, exchange, credit, cash, or check regardless whether such sale is conducted in compliance with or in violation of the terms of this Agreement. Gross Sales shall not include the amount of refunds, tax collections, or allowances or discounts to customers. This Royalty/Support Fee shall begin month following completion of Training, or issuance of your state-required license, whichever occurs later and shall continue through the term of this Agreement. Royalty/Support fees are due on or before the tenth (10th) day of the next calendar month, based on the preceding month’s Gross Sales. You agree to provide authorization for your credit card to be automatically charged by us for your monthly Royalty/Support Fee minimum, should you fail to submit payment by the tenth (10th) of the month. If your amount due exceeds your Royalty/Support Fee minimum, you will be required to submit the balance due immediately. If payment is not received by the due date outlined above and/or the credit card you provided is declined and not replaced within forty-eight (48) hours of notice, you will be subject to a late fee of One Hundred Dollars (\$100.00) immediately plus 1.67%, or the maximum rate permitted by state law if less, of the amount due for each day after the due date.

(b) **Advertising Fund.** You agree to pay to us an advertising contribution equal to two percent (2%) of your Gross Sales or Fifty Dollars (\$50.00) a month, whichever is greater. The advertising contribution will go into a separate account and be used for regional or national advertising programs for the benefit of ACTIKARE® businesses as we see fit. We receive reimbursement from the Fund for our advertising related administrative costs, indirect expenses and subsidizing costs. Your advertising contribution shall begin month following after completion of Training, or issuance of your state-required license, whichever occurs later, and shall continue through the term of this Agreement. Advertising fees are due on or before the tenth (10th) day of the next calendar month, based on the preceding month’s receipts. You agree to provide authorization for your credit card to be automatically charged by us for your monthly advertising fund minimum, should you fail to submit payment by the tenth (10th) of the month. If your amount due exceeds your minimum, you will be required to submit the balance due immediately. If payment or reports are not received by the due date outlined above, and/or the credit card you provided is declined and not replaced within forty-eight (48) hours of notice, you will be subject to a late fee of One Hundred Dollars (\$100.00) immediately plus 1.67%, or the maximum rate permitted by state law if less, of the amount due for each day after the due date.

(c) ***Local Advertising.***

- (i) ***Initial Four (4) Month Launch Advertising.*** Beginning upon completion of training, or issuance of your state-required license, whichever occurs later, during your first four (4) months of business, One Thousand Five Hundred Dollars (\$1,500.00) must be paid directly to us each month for marketing services which we will execute on your behalf for your territory. These funds are part of your initial working capital. You agree to provide authorization for your credit card to be automatically charged by us on the first (1st) day of each month, for the first four (4) months of business, for initial launch advertising.
- (ii) ***Recommended Ongoing Local Advertising.*** We recommend you spend a minimum of One Thousand Dollars (\$1,000.00) every month on approved local paid advertising within your Territory.

(d) ***ACTIKARE Business Package.*** Beginning upon receipt of training or state-required license, whichever is later, during your first twenty-four (24) months of business, Two Hundred Fifty Dollars (\$250.00) must be paid directly to us each month for services which we will execute on your behalf, including call center services/appointment setting services, cold calling potential business partners on your behalf, live chat services, and a customized Website (your “Sitelet”). The monthly ACTIKARE Business Package expenditure paid directly to us will increase to Three Hundred Dollars (\$300.00) per month at the beginning of your third (3rd) year of business. You agree to provide authorization for your credit card to be automatically charged by us on the first (1st) day of each month for the ACTIKARE Business Package.

(e) ***Scheduling Software.*** Beginning at least thirty (30) days prior to initial training, and continuing throughout the term of this Agreement, you are required to use a scheduling software, provided by a third (3rd) party designated and administered by us, to streamline processes in client and employee management, scheduling, billing, and payroll. This cost is based on the number of active clients and typically ranges between One Hundred Thirty Dollars (\$130.00) and Two Hundred Dollars (\$200.00) per month. We reserve the right to require you to use different scheduling, tracking and reporting software to operate your Franchised Business, which may change over time. We will provide you with at least ninety (90) days’ notice of any change to your required software.

(f) ***Business Telephone Number, Web Hosting, and Email Account.*** We will provide you with a local business telephone number, web hosting, and an Email Account. You will be charged Fifty Dollars (\$50) per month for these services and shall be paid on the first (1st) day of each month by automatic debit to your credit card. This fee shall begin the first (1st) of the month following the date of this Agreement and shall continue through the term of this Agreement. Upon your request, we will provide additional email accounts for an annual fee of One Hundred Twenty Dollars (\$120.00) per account.

(g) ***Electronic Fund Transfers.*** At our option we may require fees or payments due to us be paid by automatic debit / Electronic Funds Transfer (EFT) from your bank account. If we require you to pay your fees by EFT, you must authorize your bank to accept automatic withdrawals for all fees owed to us from your bank into our bank account when due. You must provide us with all documents necessary to direct your bank to honor these pre-authorized bank debits. All fees and payments due under this Agreement must be paid in US Dollars.

6. YOUR OBLIGATIONS.

(a) You may not open the ACTIKARE® Business for business until: (1) your pre-opening training has been completed to our satisfaction; (2) you submit proof of insurance in the amounts stated in subsection (h) below and; (3) you comply with any required state or local registrations and licensing requirements.

(b) You may advertise in such a manner as may be agreed upon by both of us. Subject to our written consent, you may use the trademarks in such advertising and in all promotions. You agree that you will make no representations, warranties or claims which tend to misrepresent or falsify the Services or Products.

(c) Except when advertising cooperatively with other ACTIKARE® franchisees, you are not permitted to advertise, market, promote or solicit services anywhere outside of your Territory without written permission from us. You agree that if you become involved in an advertising cooperative that we have no responsibility or liability to you with regard to such cooperative. You may operate your ACTIKARE® business office from your home or a commercial site within your Territory, however you are not permitted to perform any customer services from your business office or any retail or commercial site without our written permission, which we can withhold at our sole discretion. If you do not have a commercial site within your protected Territory, you must get a virtual address within your protected Territory to use for Internet advertising.

(d) You agree that you shall comply in all respects with all laws, rules and regulations of every governmental authority applicable to your Business. You may not provide skilled medical or caregiver services without our prior written permission.

(e) You acknowledge and agree that no fees or compensation for services are required to be paid by us to you under this Agreement.

(f) We reserve the right to modify any one or more of the ACTIKARE Services or Products including the substitution of modified services or products, and to add new services or products. We will give you as much notice as possible if we or the manufacturer decides to discontinue any ACTIKARE Service or Product after such decision is made where no other source of comparable items is reasonably available. We are not required to purchase or exchange any of your inventory except in accordance with our defective merchandise policy.

(g) You must inspect the ACTIKARE Services or Products immediately upon receipt, and promptly notify us in writing of any evident defects. You will be deemed to accept the ACTIKARE Services and Products if you do not notify us of any defect within ten (10) business days after your receipt. We will pay reasonable return transportation costs if you receive defective ACTIKARE Services or Products for which you timely notify us.

(h) You will, upon commencement of the Franchise, purchase and at all times maintain at full force and effect: general liability insurance and professional liability coverage insurance each in the amount of not less than One Million Dollars (\$1,000,000.00) for each, naming us as an additional insured.

(i) You will defend at your own expense and indemnify and hold us harmless from and against all losses, liabilities, damages, claims and causes of action (including attorneys' fees and other costs) arising or alleged to be arising from your failure to abide by any Federal, state and/or local laws or regulations relating to your Franchised Business including the sale of ACTIKARE Services or Products, or arising or alleged to be arising from your negligent acts or omissions or the acts or omissions of your representatives, contractors, and agents.

(j) You promise that you will not, in any manner, interfere with, disturb, disrupt, or jeopardize the ACTIKARE System or its Services or Products, your ACTIKARE Business, our Business, any officers or employees of ours, or any business of our other area directors or customers.

(k) You shall adhere to all ACTIKARE System Standards, policies and procedures for current franchises. In addition, you shall adhere to any changes in the aforementioned System Standards, policies and procedures as may be updated through "Field Bulletins" from time to time.

(l) We will provide you with a customized ACTIKARE Website for your Franchised Business. By posting or submitting to us information or materials for the ACTIKARE® Internet Website, you are representing to us that the information and materials are accurate and not misleading and do not infringe any third party's rights. You must notify us whenever any information about you or the Franchise Business on the ACTIKARE® Internet Website changes or is not accurate. You shall not establish or operate a web site on the Internet using any domain name containing the words ACTIKARE .com, .net., .biz, .org or any variation thereof, without our prior written permission. You must also not create, maintain or operate any blogs, Internet web sites or other online activities advertising, promoting or discussing the services of the ACTIKARE® Business, any competitive business or any in-home care or in-home care-related business, including the sending of bulk e-mail, other than in accordance with our Manuals or as we otherwise specify in writing. You shall, within forty-eight (48) hours of a demand to do so by us, dismantle and/or deactivate any frames and/or links between your web pages and any other web sites or violating domains, or any other items appearing on the Internet or elsewhere in violation of our policies and procedures.

(m) You will receive a virtual telephone number from ACTIKARE that will serve as your official ACTIKARE® telephone number to be used exclusively for advertising and marketing to the public. If you use any other telephone numbers for advertising or marketing to the public, ACTIKARE has the right to require you to transfer that telephone number to ACTIKARE® at any time. This right shall survive any termination, transfer, or expiration of this Agreement.

(n) Except to the extent prohibited by the laws of the state where the Franchised Business is located, you agree that you (including your owners) shall not, during the Term of this Agreement or any renewal or extension thereof, become associated in any manner with any business which is the same or similar to the Franchised Business or that is in competition with us or any of our franchisees.

7. OPERATION AND SYSTEM STANDARDS

(a) **Marks.** We own certain trademarks, service marks, trade names and trade symbols, trade dress, indicia of origin, signs, slogans, associated logos, designs, emblems and URLs, domain names, website addresses, email addresses, digital cellular addresses, wireless web addresses and the like and copyrights ("the Marks"), the distinctiveness and value of which you acknowledge.

(b) **Manual.** We will provide you, during the Term (defined hereafter in Section 9), a copy of our manuals (Franchisee Manual and Marketing Plan) (the "Manuals"), for use in operating an ACTIKARE® business. The Manuals contain mandatory and suggested specifications, standards, trade secrets, methods, operating procedures, techniques, directives, the Marks, information and rules ("System Standards") that we prescribe from time to time for the operation of an ACTIKARE® business and information relating to your other obligations under this Agreement and any related agreements. Any required standards exist to protect our interests in the System and Marks and not for the purpose of establishing any control or duty to take control over those matters that are reserved to you. You agree to follow all mandatory standards, specifications and operating procedures described in the Manuals. You agree to maintain the Manuals as confidential and maintain the information in the Manuals as secret and confidential. For purposes of this Agreement, all

information, knowledge and know-how not known to the public about ACTIKARE and our products, services, standards, procedures, techniques and other information or material as we may designate as confidential will be deemed confidential and a trade secret of ACTIKARE ("Confidential Information"). You agree that you shall not use the Manuals and/or any other confidential information, knowledge, and/or know-how disclosed to you by ACTIKARE in any other business or for any other pursuit or in any manner not specifically authorized or approved in writing by ACTIKARE. The Manuals may be modified, updated and revised from time to time to reflect changes in System Standards. We may distribute updates and changes electronically. You agree to keep your copy of the Manuals current and in a secure location. In the event of a dispute relating to its contents, the master copy of the Manuals we maintain at our principal office will be controlling. You may not at any time copy, duplicate, record or otherwise reproduce any part of the Manuals.

The provisions of this sub-section 7(b) shall survive any termination, transfer, or expiration of this Agreement.

8. COVENANTS.

You must at all times faithfully, honestly and diligently perform your obligations under this Agreement, continuously exert your best efforts to operate your ACTIKARE® Business; promote, enhance and encourage patronage of all ACTIKARE® businesses and not engage in any other business or activity that conflicts with your obligations to operate the ACTIKARE® Business in compliance with this Agreement. You (or your owners/managers) are obligated to participate personally in the direct operation of the ACTIKARE® Business. Except to the extent prohibited by the laws of the state where the Franchised Business is located or where the manager lives or works, if you hire a manager, that person cannot have an interest or business relationship with any of ACTIKARE®'s business competitors. The manager need not have an ownership interest in a corporate or partnership franchisee. The manager must successfully complete our required training within thirty (30) days of hire and must sign our standard written agreement to maintain confidentiality of our proprietary rights and confidential information prior to the release of any such confidential information.

9. AGREEMENT TERM AND RENEWAL.

The initial term (the "Term") of this Agreement shall be for a period of seven (7) years, commencing on the date of the Agreement. This Agreement is renewable for successive periods of seven (7) years as long as you have complied in all material respects with the provisions of this Agreement during the Initial and any Renewal Term. To renew you must sign the then current franchise agreement used for area director franchisees at that time and sign a general release of any and all claims you may have against us, and pay the renewal fee of Two Hundred Fifty Dollars (\$250) that must be paid to us prior to of renewal. Also, you (or a manager of yours approved by us) must satisfactorily complete any new training and refresher programs as we may reasonably require, at no additional cost.

10. REPORTS.

The Manuals specify the monthly reports (currently New Client Enrollment Form, Monthly Revenue Report and Monthly Advertising Report) and all payments due to us that you must submit to us by their due dates in order for your Franchise to be in good standing.

11. DEFAULTS AND TERMINATION.

(a) Default with No Opportunity to Cure. You shall be deemed to be in default and we may, at our option, terminate this Agreement immediately upon delivery of notice to you and without affording you any opportunity to cure the default if any of the following events occur:

- (i) you knowingly maintain false books or records or submit any false statements or reports to us.
- (ii) you understate by five percent (5%) or more your Gross Sales in any report to us.
- (iii) you are convicted of a felony or any crime or offense or any claim of misconduct which results in or is reasonably likely, in our sole opinion, to affect adversely the ACTIKARE® System or its associated goodwill.
- (iv) you misuse our Marks, confidential information and/or Proprietary Rights.
- (v) you transfer your Business without our permission.
- (vi) you disparage, interfere with or disrupt our business or the business of any area director.
- (vii) you abandon or cease to operate your ACTIKARE® Business for a period of thirty (30) days without our prior written permission.
- (viii) you violate any covenant of confidentiality or otherwise disclose, use or copy any manuals, materials or information created or used by us without our prior approval or violate any applicable non-compete, to the extent state law allows.
- (ix) you become insolvent or make a general assignment for the benefit of creditors, or, unless otherwise prohibited by law, if you file a petition in bankruptcy, or a petition is filed against and consented to by you or not dismissed within 30 days, or if a receiver is appointed; or if a final judgment in excess of Five Thousand Dollars (\$5,000.00) remains unsatisfied for 60 days unless stayed.
- (x) you fail, for thirty (30) days after notice, to comply with any applicable law or regulation applicable to your ACTIKARE® Business.

(b) Default with Thirty (30) Day Opportunity to Cure. Except as provided in Section (a) above, you will have thirty (30) days from delivery of a written Notice of Default to remedy the default described in the notice. If any such default is not cured within that time, or such longer period as applicable law may require, we have the option of terminating this Agreement without any further notice to you upon the expiration of the applicable cure period. You shall be in default for any failure to comply substantially with any of the requirements imposed by this Agreement or our Manuals or for any failure to carry out the terms of this Agreement in good faith. Such defaults shall include, but are not limited to:

- (i) your failure to pay promptly any monies owing to us or provide required reports.
- (ii) your offer of any unauthorized products or services.

- (iii) your failure to begin operation of your ACTIKARE® Business within three hundred sixty-five days (365) of signing this Agreement.
 - (iv) you or your designated manager fail to complete to our reasonable satisfaction any of the training required within one hundred eighty (180) days of signing this Agreement.
 - (v) your material breach of any representation, promise, warranty, or agreement contained in this Agreement.
 - (vi) your failure to comply with the ACTIKARE® System Standards.
- (c) Our failure to exercise our right of immediate termination shall not constitute a waiver of such right or any other right that we may have to terminate this Agreement in the future.
- (d) Upon the occurrence of any event of default, we may suspend the services and products we provide to you while you are in default.
- (e) You may submit a written request to terminate this Agreement at any time after one (1) year from the date of this Agreement, with one hundred eighty (180) days prior written notice, and be relieved of any and all obligations under this Agreement except as provided under Section 12. You must be in good standing and in full compliance with this Agreement at the time you submit your request. If you request to provide less than one hundred eighty (180) day written notice, you will be required to pay an early termination fee at the time you submit your request, equivalent to one hundred eighty (180) days of your minimum Royalty and Advertising Fund Fees. Your request for early termination will be granted upon your full compliance with Section 12 and you sign our general release.

12. TRANSACTIONS AFTER TERMINATION, TRANSFER, OR EXPIRATION.

Upon termination, transfer, or expiration of this Agreement, all rights granted hereunder to you shall forthwith terminate, and you shall immediately cease to operate the Franchised Business under this Agreement and shall not thereafter, directly or indirectly, represent yourself to the public or hold yourself out as a present or former franchisee of ACTIKARE®, with the exception of your accurate disclosure in your résumé. Termination, transfer, or expiration of the Agreement shall not release you from any obligation to pay any sum which may then be owed to us and you must comply with the following provisions:

- (a) ***Name Cancellation:*** You must immediately cancel all fictitious, assumed name or equivalent registrations relating to your use of any of our marks.
- (b) ***Manuals and Materials:*** You must immediately (within seven (7) days) turn over and return to us any and all originals and copies of the Manual, customer lists, records, files, and any and all Confidential Information in your possession, custody or control or relating to the operation of the ACTIKARE® Business and any and all supplies and materials containing the Marks.
- (c) ***Confidential Information:*** You and if you are a business entity your officers, directors, members or partners agree that upon termination, transfer, or expiration of this Agreement, you will immediately cease to use any of the Confidential Information and will not use it in any business or for any other pursuit.

(d) ***Competitive Restrictions:*** Except to the extent prohibited by the laws of the state where the Franchised Business is located, You, and if you are a business entity, your owners, officers, directors, members or partners agree that for a period of two (2) years from termination, transfer, or expiration of your ACTIKARE® Franchise under this Agreement, you will not (i) be involved in a similar type of business that markets, promotes or provides services in your Territory or any territory that we have awarded to any other ACTIKARE® franchisee or within any zip codes in which you provided services while a ACTIKARE® franchisee; and/or (ii) divert or attempt to divert, directly or indirectly, any business, business opportunity or client of your ACTIKARE Business(es) or those of any other ACTIKARE business to any competitor; (iii) solicit or accept clients from any government agencies that you used to obtain clients while a franchisee; and/or (iv) be involved in any way whatsoever in a business that owns or offers franchises or licenses in a business that provides caregiving services or any similar type business. The restrictive period shall be for a continuous uninterrupted period commencing upon the effective date of expiration or termination of this Agreement or the date that you begin to comply, whichever is later, and for two (2) years thereafter. If this covenant is found to exceed in duration or scope that permitted by applicable law, the parties expressly agree that this covenant may be modified to reflect a lawful and enforceable duration or scope. If applicable law prohibits the above competitive restrictions and does not allow modification, you are prohibited from contacting any individual, entity, or government agency that was an actual or prospective Client or Client Referral Provider of ACTIKARE® for the purpose of soliciting business from such individual, entity or government agency; and/or to divert that individual's, entity's, or government agency's business away from ACTIKARE® and/or its affiliates or franchisees.

(e) ***Remove advertising and notify advertisers:*** You must immediately remove all advertising that you control and notify all advertising sources that your advertising must be removed and/or canceled immediately. You further agree you will cooperate with us in the removal of all Internet listings that may arise, for up to twelve (12) months thereafter. For advertising that cannot be immediately canceled, you are responsible for any and all costs related to such advertising until such time as it can be canceled or it expires.

(f) ***Closing Requirements.*** You must comply with all closing requirements as stated in the Manuals and/or our Policies and Procedures.

The provisions of this Section shall survive the termination, transfer, or expiration of this Agreement.

13. TRANSFERS.

(a) ***Transfer by Us:*** We shall have the right to transfer or assign all or any part of our rights or obligations herein to any person or legal entity provided such person or legal entity agrees to be bound by all of the terms and conditions set forth herein and agrees to assume same. We will make a good faith effort to ascertain that any such assignee possesses the economic resources to fulfill our obligations to our franchisees.

(b) ***Transfer by You:*** You may transfer your business at any time, provided you are current with fees and compliant with all your obligations under this Agreement. You may not transfer or sell any interest in you, this Agreement or your Franchised Business without our prior written consent, which shall not be unreasonably withheld provided you meet the following conditions:

(i) your proposed assignee must complete our franchisee application and meet our standards of qualification then applicable to all new applicants for franchises;

- (ii) the proposed Transfer is at a price and on terms and conditions, as we deem reasonable;
- (iii) your assignee shall assume all your duties, obligations and liabilities to ACTIKARE;
- (iv) your assignee signs our then current franchise agreement;
- (v) you or your assignee shall agree to pay to us prior to consummation of transfer a Three Thousand Dollars (\$3,000.00) training fee;
- (vi) you or your assignee shall pay to us prior to consummation of transfer a transfer fee of Two Thousand Dollars (\$2,000.00);
- (vii) you must sign a general release releasing us from any and all existing claims you may have against us, our affiliates, and our respective officers, directors, agents and employees; and
- (viii) any attempted transfer in the Franchise shall trigger a right of first refusal by ACTIKARE to match the terms thereof of any bona fide offer, which right may be exercised for a period of fourteen (14) days after receipt of notice.

(c) ***Exemption of Transfer Fee.*** If you are an individual, you may transfer this Agreement to a business entity that is under your majority control for no additional fee if you have been in good standing throughout the Term of this Agreement.

14. ACCOUNTING AND RECORDS.

You shall maintain during the Term and shall preserve for the time period specified in the Manuals, full, complete, and accurate books, records, and accounts in accordance with the standard accounting system prescribed by us in the Manuals or otherwise in writing. You are required to maintain a separate bank account, used exclusively for your ACTIKARE business. Annually, no later than January 15th, you are required to submit to us your business bank account statements for each month of the previous year. ACTIKARE may, from time to time, request additional copies of your books and records to make sure you are complying with this Agreement. During the term of your Agreement, we and our designated agents will examine and audit your records, accounts, books and data at reasonable times with reasonable notice to you of an audit to ensure that you are complying with the terms of this Agreement.

15. DEATH OR INCAPACITY OF AREA DIRECTOR.

Upon your death or the determination of your incapacity (if an individual), or dissolution or similar event (if a partnership or corporation), your interest in this Agreement shall pass to your heirs or beneficiaries. In such event, ACTIKARE may terminate this Agreement upon one hundred and eighty (180) days' notice to your last business address unless such heirs or beneficiaries: (a) designate a person as being responsible for the performance of this Agreement and the Franchise within ninety (90) days after death or determination, and (b) provide adequate assurance, satisfactory to us, that such person's qualifications and abilities are sufficient for the continued operation of the Franchise, the observance of all duties of Area Director under this Agreement and the protection of ACTIKARE's valuable trademarks and copyrights. The individual assuming your responsibilities will be required to, at such individual's sole expense, pay the then applicable training fee to ACTIKARE.

16. MARKS.

Ownership and Goodwill. Your right to use the trademark ACTIKARE® and any other trademarks, service marks, logos, designs or artwork that we authorize (the “Marks”) is derived solely from this Agreement. You may only use the Marks in connection with the operation of your ACTIKARE® Business and only in accordance with this Agreement. Any unauthorized use of the Marks by you constitutes an infringement of our rights in and to the Marks. Your usage of the Marks, and any goodwill established by your use of the Marks, inures to our exclusive benefit. You must not, at any time, contest, or assist anyone else in contesting, the validity or ownership of any of the Marks. All provisions of this Agreement applicable to the Marks applies to any additional trademarks, service marks, logo forms, trade dress and commercial symbols that we authorize for use by, and license to, you in connection with this Agreement.

Limitations on Use. You must not use any Mark as part of any corporate or trade name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. You must not use any Mark in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by us in writing. You must display the Marks prominently and in the manner prescribed by us on signs and forms. You must give such notices of trademark and service mark registrations and copyrights as we specify and you must obtain such fictitious or assumed name registrations as may be required under applicable law. You will not employ the Marks in any way that we have determined may result in liability to us for any debts or obligations of yours.

Infringements and Claims. You must notify us immediately in writing if you become aware of any apparent infringement of, or challenge to, your use of any Mark, or claim by any person of any rights in any of the Marks. You must not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We have sole right to take any action we deem appropriate and the right to exclusively control any litigation, administrative or other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Mark. You must sign any instruments and documents, provide such assistance and take any action that, in the opinion of our attorneys, may be necessary or advisable to protect and maintain our interests in any litigation or United States Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

Discontinuance of Use. If it becomes advisable at any time for us and/or you to modify or discontinue use of any Mark, and/or use one or more additional or substitute trademarks or service marks, you must comply within a reasonable time after our notice to you, and our sole liability and obligation to you in the event of such change will be to reimburse you for your out-of-pocket costs of compliance. We will not be obligated to reimburse you for any loss of revenue attributable to any modified or discontinued Mark.

17. ARBITRATION.

Prior to submitting any claim or dispute to arbitration, Franchisee shall give notice thereof to ACTIKARE setting forth in reasonable detail the nature and basis of the claim or dispute. The parties shall then seek to negotiate and resolve the dispute by direct negotiation between Franchisee and ACTIKARE over a period of not less than sixty (60) days.

Any controversy or claim arising out of or related to this Agreement, or the breach of this Agreement, shall be settled by arbitration before a single arbitrator to be held in the county in which our principal place of business is located, in accordance with the rules of the American Arbitration Association, who has been actively engaged in the practice of law for at least ten (10) years and has franchise law experience. The award of the arbitrator shall be final and judgment upon the award rendered may be entered in any court having jurisdiction. Notwithstanding the above, either of us may seek injunctive relief against

the other party in any court of proper jurisdiction with respect to any and all preliminary injunctive or restraining procedures pertaining to this Agreement or the breach of this Agreement.

18. RELATIONSHIP TO PARTIES.

This Agreement does not create a fiduciary relationship between the two of us. You are an independent contractor. Nothing in this Agreement is intended to constitute either party as an agent, legal representative, subsidiary, joint venture, partner, employee, affiliate or servant of the other party for any purpose. Nothing in this Agreement authorizes you to make any contract, agreement, warranty or representative on our behalf, nor to incur any debt or other obligation in our name.

You and we agree that any materials, guidance or assistance that we provide with respect to the terms and conditions of employment for your employees, employee hiring, firing and discipline, and similar employment-related policies or procedures, whether in the Operations Manual or otherwise, are solely for your optional consideration and use. Those materials, guidance and assistance do not form part of the mandatory System Standards. You will determine to what extent, if any, these materials, guidance or assistance should apply to your employees. You acknowledge that we do not dictate or control labor or employment matters for franchisees and their employees and will not be responsible for the safety and security of your employees or patrons. You are solely responsible for determining the terms and conditions of employment for all your employees, for all decisions concerning the hiring, firing and discipline of your employees, and for all other aspects of labor relations and employment practices.

All employees or agents hired or engaged by or working for you will be only your employees or agents and will not for any purpose be considered our employees or agents or the owner of the Marks, nor subject to our control, and in particular, we will have no authority to exercise control over the hiring or termination of employees, independent contractors, or others who work for you, their compensation, working hours or conditions, or the day-to-day activities of those people, except to the extent necessary to protect the Marks. It is understood that you will have sole responsibility for your employees and all acts of your employees, and all employment-related decisions involving wages, benefits, hours of work, scheduling, hiring, firing, discipline, supervision, record keeping, withholding income tax, social security contributions, Medicare contributions, unemployment fund contributions and all other terms and conditions of employment.

You must disclose to each of your employees in writing, in a form approved by us in advance, that you are the sole employer with total control over the terms and conditions of Your employee's employment and that we are not a "joint employer" of your employees and that we do not control your personnel policies. You acknowledge that we do not exercise control over or have the authority to control your employees' 1) Wages, benefits, and other compensation; (2) Hours of work and scheduling; (3) The assignment of duties to be performed; (4) The supervision of the performance of duties; (5) Work rules and directions governing the manner, means, and methods of the performance of duties and the grounds for discipline; (6) The tenure of employment, including hiring and discharge; and (7) Working conditions related to the safety and health. you will file your own tax, regulatory and payroll reports with respect to your employees or agents and operations, saving and indemnifying us of and from any liability of any nature whatsoever by virtue of it.

19. GENERAL PROVISIONS

(a) ***Acknowledgment of Risk.*** You acknowledge and agree to the following:

(i) **YOUR SUCCESS IN OWNING AND OPERATING THE FRANCHISE IS SPECULATIVE AND WILL DEPEND ON MANY FACTORS**

INCLUDING, TO A LARGE EXTENT YOUR BUSINESS ABILITY. NO REPRESENTATION OR PROMISES, EXPRESSED OR IMPLIED HAVE BEEN MADE BY US OR ANY OF OUR EMPLOYEES OR REPRESENTATIVES TO INDUCE YOU TO ENTER INTO THIS AGREEMENT EXCEPT AS SPECIFICALLY INCLUDED IN THE AGREEMENT. ACTIKARE OFFERS NO BUY-BACKS, MONEY-BACK GUARANTEES OR REFUNDS.

(ii) YOU ACKNOWLEDGE THAT IN ALL OF YOUR DEALINGS WITH US, OUR EMPLOYEES AND OTHER REPRESENTATIVES ACT ONLY IN A REPRESENTATIVE CAPACITY AND NOT IN AN INDIVIDUAL CAPACITY. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT, AND ALL BUSINESS DEALINGS BETWEEN YOU AND SUCH INDIVIDUALS AS A RESULT OF THIS AGREEMENT, ARE SOLELY BETWEEN YOU AND ACTIKARE.

(b) ***Governing Law.*** This Agreement and our relationship with you are governed by Florida law without regard to its conflict of laws provisions, excluding any law regulating the sale of franchises or governing the relationship between a franchisor and franchisee, unless the jurisdictional requirements of such laws are met independently without reference to this section. You waive, to the fullest extent permitted by law, the rights and protections that might be provided through the laws of any state relating to franchises or business opportunities, other than those of the state in which the Territory is located. If, any provision, or portion hereof in any way contravenes the laws of any state or jurisdiction where this Agreement is to be performed which supersedes Florida law, such provision, or portion thereof, shall be deemed to be modified to the extent necessary to conform to such laws, and still be consistent with the parties' intent as evidenced by this Agreement.

(c) ***Jurisdiction and Venue.*** All claims which, as a matter of law or public policy, cannot be submitted to arbitration shall be brought in the federal or state court in the county and state in which our principal office is located. We both (i) irrevocably consent to the jurisdiction of each such court in any proceedings; (ii) waive any objections which either party may have to venue of the proceedings in any such courts; and (iii) agree to service of process by any means permitted under applicable laws or court rules in the State of Florida.

(d) ***Acts Beyond the Parties' Control.*** Neither of us shall be liable for loss or damage or deemed to be in breach of this Agreement if either of us fails to perform our obligations as a result solely from the following causes beyond our reasonable control, specifically: (i) transporting shortages or inadequate supply of equipment, merchandise, supplies, labor, material or energy; (ii) compliance with any applicable law; or (iii) war, strikes, natural disasters or acts of God. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance in whole or in part as may be reasonable, except that these causes shall not excuse payments of amounts owed to us for any reason.

(e) ***Cumulative Remedies:*** The rights and remedies provided in this Agreement are cumulative and neither you nor we will be prohibited from exercising any other right or remedy provided under this Agreement or permitted by law or equity.

(f) ***Collection Costs, Expenses and Attorneys' Fees.*** If a claim for amounts owed by you to us or any of our affiliates is asserted in any legal proceeding or if either you or we are required to enforce this Agreement in a judicial or arbitration proceeding, the party prevailing in such proceeding will be entitled to reimbursement of its costs and expenses, including court costs, expert witness fees, discovery costs and reasonable accounting and attorneys' fees and costs on appeal together with interest charges on all of the foregoing.

All such costs and expenses shall be prorated to properly reflect any partial prevailing or losing of the parties to the arbitration, as determined by the arbitrators.

(g) **Damages.** In no event shall ACTIKARE be liable to Franchisee for punitive or exemplary damages in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal thereof. Only claims, controversies or disputes involving Franchisee and no claims for or on behalf of any other franchisee, franchisor or supplier may be brought by Franchisee hereunder.

(h) **Jury Trial.** **THE PARTIES IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY. YOU AND WE ACKNOWLEDGE THAT THIS WAIVER OF JURY TRIAL RIGHTS PROVIDES THE PARTIES WITH THE MUTUAL BENEFIT OF UNIFORM INTERPRETATION OF THIS AGREEMENT AND RESOLUTION OF ANY DISPUTE ARISING OUT OF THIS AGREEMENT AND ANY ASPECT OF THE PARTIES' RELATIONSHIP. YOU AND WE FURTHER ACKNOWLEDGE THE SUFFICIENCY AND RECEIPT OF MUTUAL CONSIDERATION FOR SUCH BENEFIT.**

(i) **Binding Effect.** This Agreement, including the introduction, addenda, riders, and exhibits to it, and the Franchise Disclosure Document, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Except as expressly provided otherwise in this Agreement, this Agreement may be modified only by written agreement signed by both you and us.

(j) **Entire Agreement.** This Agreement, including its introduction, addenda and exhibits, constitutes the entire agreement between you and us. There are no other oral or written understandings or agreements between you and us concerning the subject matter of this Agreement. Nothing in this Agreement is intended to disclaim the representations we have made in the Franchise Disclosure Document furnished to you.

(k) 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.

20. NOTICES.

Except as otherwise expressly provided herein, any and all notices and reports permitted or required to be delivered by the parties pursuant hereto shall be deemed so delivered at the time they are delivered by hand or by recognized courier service, one (1) business day after transmission by overnight delivery service, or Internet email or other electronic system, or three (3) business days after mailed by certified mail, postage prepaid, return receipt requested. Notices will be addressed as follows:

If to Franchisor: ActiKare, Inc.
 15310 Amberly Drive,
 Suite 175
 Tampa, Florida 33647
 Attn: Mark Lucas

E-Mail: _____

If to Franchisee:

Attn: _____

E-Mail: _____

or to such other address or email as such party may designate by ten (10) days advance written notice to the other party.

21. AMENDMENT.

Any modification or change in or to this Agreement must be in writing and signed by each of the parties thereto and this Agreement and any modification or change thereto must be approved in writing by ACTIKARE before this Agreement or any modification or change can take effect or bind either party.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal, as of the day and year first above written.

ACTIKARE, INC.

Signature: _____

Print Name: _____

Title: _____

FRANCHISEE

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "A"
TERRITORY, FRANCHISE FEE AND ROYALTY/SUPPORT FEE SCHEDULE

We grant you the following Territory upon payment of the Franchise Fee indicated below:

Table 1
Options for territory are only available at time of initial franchise purchase

Indicate Territory Size	Population	Franchise Fee	Monthly Royalty/Support Fee or Minimum*
	100,000	\$19,750	Greater of 5%-3%** of Gross Sales or \$450
	150,000	\$27,250	Greater of 5%-3%** of Gross Sales or \$550
	250,000	\$39,750	Greater of 5%-3%*** of Gross Sales or \$550

*This Royalty/Support Fee Schedule identifies the Royalty that will be paid by Franchisee to Franchisor by the 10th of each month based on the previous month's Gross Sales.

** Franchisee will pay decreasing royalty percentages based on the following:

<u>Monthly Gross Sales</u>	<u>Royalty/Support Fee</u>
\$25,000 or less	5% of Gross Sales;
\$25,001 - \$50,000	4% of Gross Sales between \$25,001 and \$50,000; and
\$50,001 or higher	3% of Gross Sales over \$50,000.

*** Area Directors who pay an Initial Franchise Fee of \$39,750 or more will pay a royalty of 4% on their first \$50,000 in monthly gross sales, and 3% on monthly gross sales over \$50,000.

For two (2) months, starting the month following completion of training, the Royalty/Support fees and the monthly minimum royalty fees are waived. The minimum royalty fee will be collected according to Table 1 above based on Territory Population of your Franchise Business (\$450 or \$550). However, in any month your percentage of monthly gross sales exceeds the monthly minimum royalty, the full monthly Royalty/Support Fee is due.

ACTIKARE, INC.

Signature: _____

Print Name: _____

Title: _____

FRANCHISEE

Signature: _____

Print Name: _____

Title: _____

EXHIBIT "B"

FRANCHISE PACKAGE

Area Director's Franchise Package

BASE PACKAGE \$19,750

Territory:

- 100,000 in population. Territory is geographically defined in your written agreement.
- For an additional \$7,500 (\$27,250 total investment) a territory may be increased to 150,000 in population; or for an additional \$20,000 (\$39,750 total investment) a territory may be increased to 250,000 in population.

(Options for territory are only available at time of initial franchise purchase.)

Acquiring Caregivers:

- ActiKare® will provide assistance to the franchisee with acquiring their initial staff of Caregivers.

Training (2 options):

- Option A: Intensive training is conducted at our Corporate Headquarters in Tampa, Florida.
- Option B: Instructor led computerized on-line training is also available, for an additional fee of \$1,500, for franchisees that wish to begin operations within a quicker time-frame or need more time to complete our training program. *Franchise owners that elect to receive on-line training may also participate in our in-person training program in Tampa at a future time.*

Training Includes:

- Start-up of new business
- Contracts
- Advertising
- Software
- How to obtain caregivers and clients
- Start-up marketing plan
- And much more.

Franchise Support:

- Operations Manual (Your Road Map to Success!)
- On-Going Training
- 800 - Telephone Support Line
- Access to Advertising Department:
- We customize all local ads, flyers, radio spots, etc. for no additional fee.
- Access to ActiKare® secure intranet system which contains training, support, advertising, forms, documents and much more
- Franchisee Conference Calls
- Professionally designed PowerPoint Presentations for speaking engagements
- Marketing Materials: (Tested and Proven)
 - Camera Ready Artwork for:
Logos, Flyers, Tri-folds, Brochures, Newspapers, Magazines, Press Releases
 - Pre-written Advertorials:
Local Newspapers and Magazines, Radio and Television Spots
 - Digital Artwork for:
 - Social Media Campaign, Paid Internet Search Campaign, Online Display Advertisements

Logo Merchandise:

- \$250 voucher for Lands' End toward purchase of ACTIKARE® Logo Portfolio, ACTIKARE® Logo Laptop bag, and ACTIKARE® Logo polo shirts
- 5 ACTIKARE® Logo Pens

- 5 ACTIKARE® Logo Caregiver Bags
- 5 Client Goodie Bags

Inventory and Supplies:

- 100 General Services Brochures/color
- 100 Dementia/Alzheimer's Disease Brochures/color
- 50 Thank You Cards and Envelopes
- 50 Presentation Folders

ActiKare reserves the right to modify or replace items or services contained in this Base Package with items or services of equal or greater value as determined by ActiKare Inc.

RIDER A

UNPROTECTED TERRITORY RIDER TO AREA DIRECTOR FRANCHISE AGREEMENT

THIS RIDER TO AREA DIRECTOR FRANCHISE AGREEMENT ("Rider") is made and entered into this _____ day of __, 20____ ("the Effective Date"), by and between ActiKare, Inc., a Florida corporation, with its principal place of business at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (hereinafter "Franchisor") and _____ (hereinafter "Area Director").

WHEREAS, Franchisor and Area Director are parties to an Area Director Franchise Agreement dated _____ (hereinafter "the Franchise Agreement");

WHEREAS, under the Franchise Agreement, Area Director has no rights to operate Area Director's ACTIKARE® Business or to offer ACTIKARE® in-home care services and related merchandise outside of its protected territory as provided in the Franchise Agreement;

WHEREAS, Area Director desires to offer in-home care services within zip codes these zip codes:

that not part of its protected territory and which do not currently belong to any other ACTIKARE area director and Franchisor is willing to grant Area Director non-exclusive rights to provide in-home care services outside of its protected territory under certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree to the following:

- 1. NO RIGHTS ACCRUE.** Area Director acknowledges, understands and agrees that, regardless of time, energy and/or resources dedicated to offering and providing in-home care services under this Rider, no rights of any kind accrue to Area Director in or to the zip codes set forth above, or anywhere outside of Area Director's protected territory, as set forth in the Exhibit A of the Franchise Agreement.
- 2. TERM.** Franchisor may terminate this Rider at Franchisor's sole discretion, at any time, via written notice provided by Franchisor to Area Director. Otherwise this Rider shall be in effect until the Franchise Agreement expires or is terminated; whichever occurs first.
- 3. OBLIGATIONS UPON TERMINATION.** Immediately upon receipt of notice of Termination, Area Director must cease to offer or provide services or goods in the identified zip codes. Within thirty (30) days after the effective date of Termination, Area Director will provide to Franchisor all information regarding the identity, contact information, current status and prior service of clients served in unprotected zip codes. Area Director shall receive no compensation for such cessation of service or information delivery.
- 4. ZIP CODE SOLD.** If Franchisor sells an unprotected zip code that is currently being serviced by Area Director to a new or another area director, immediately upon receipt of notice from

Franchisor, Area Director must cease to offer or provide services or goods in this zip code to *new* clients. Within thirty (30) days of receipt of notice from Franchisor, Area Director must fully disclose all current and past client contacts and service details in that zip code to the newly assigned area director, and Area Director must cease to service all clients from within the newly sold zip code, in accordance with the ActiKare Inc. Policies and Procedures. Area Director shall receive no compensation for such cessation of service or information delivery.

5. INCORPORATION OF TERMS. All terms and conditions set forth in the Franchise Agreement shall apply to the subject area of this Rider and are incorporated herein by reference with the exception of those terms and conditions that are in conflict with the terms of this Rider.

6. ONGOING FEES.

(a) ***Royalty.*** The royalty fee owed by Area Director to Franchisor for services performed under this Rider is separate and distinct from the Royalty Fee owed by Area Director to Franchisor under Area Director's Franchise Agreement and does not accrue to satisfy the Monthly Minimums as set forth in the Franchise Agreement. For services provided and products sold outside of the Area Director's protected zip codes, as set forth in the Exhibit A of their Franchise Agreement, Area Director agrees to properly disclose Gross Sales figures in the appropriate section of the required monthly revenue report, provide pre-selected QuickBooks reports (as required by Franchisor), and pay Franchisor a royalty fee of ten percent (10%) on Gross Sales. Gross Sales shall not include sales tax or use tax. Royalty fees are due on or before the tenth (10th) day of the next calendar month, based on the preceding month's Gross Sales. **Failure to execute this Rider, and/or properly disclose and report Gross Sales revenue from outside of Area Director's protected territory, will result in Area Director's forfeiture of 100% of Gross Sales for all services provided and products sold outside of its protected territory.**

(b) ***National Advertising Fund.*** Area Director agrees to pay Franchisor an advertising fee of two percent (2%) of Gross Sales per month based on services provided and products sold outside of the Area Director's protected zip codes, set forth in the Exhibit A of their Franchise Agreement. Gross Sales do not include sales tax or use tax. Advertising fees are due on or before the tenth (10th) day of the next calendar month, based on the preceding month's Gross Sales.

7. AMENDMENT. Any modification or change in or to this Rider must be in writing and signed by each of the parties thereto and this Rider and any modification or change thereto must be approved in writing by Franchisor before this Rider or any modification or change can take effect or bind either party.

Intending to be bound, Franchisor and Area Director sign and deliver this Rider in two (2) counterparts effective on the Effective Date, regardless of the actual date of signature.

[signatures on the following page]

ACTI-KARE, INC.

By: _____

Title: _____

Date: _____

AREA DIRECTOR

By: _____

(Print): _____

Title: _____

Date: _____

AREA DIRECTOR

By: _____

(Print): _____

Title: _____

Date: _____

EXHIBIT D TO THE DISCLOSURE DOCUMENT

OPERATIONS MANUAL

TABLE OF CONTENTS

**TABLE OF CONTENTS
OF
OPERATIONS MANUAL**

TOPIC	BEGINNING PAGE	TOTAL PAGES
Cover	1	1
Table of Contents	2	1
The Basics	3	4
Introduction	7	14
Caregivers	21	54
Initial Client Phone Call	75	16
The In-Home Consultation	91	33
Problem Solving	124	4
Additional Services	128	4
Dementias/Alzheimer's Disease	132	6
Glossary of Terms	138	7
Record Keeping	145	30
Frequently Asked Questions	175	7
TOTAL PAGES		181

EXHIBIT E TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISE OWNERS

AS OF DECEMBER 31, 2025

**LIST OF FRANCHISED ACTIKARE® BUSINESS
AS OF DECEMBER 31, 2025**

ALABAMA	
ML Capital Group, Inc. * 7237 Cahawba Lane Leeds, AL 35094 (205) 352-9553	
ARIZONA	
Sabyasachi Deyati 1255 North Arizona Ave, Unit 1286 Chandler, AZ 85225 (480) 454-1850	Ricky Keller 10235 N 31 st Street, Unit 16 Phoenix, AZ 85028 (480) 863-1851
Ricky Keller 10235 N 31 st Street, Unit 16 Phoenix, AZ 85028 (480) 863-1851	Edna Kinser 8215 W Illini Street Phoenix, AZ 85043 (480) 565-6750
ML Capital Group, Inc.* 17425 Bridge Hill Court, Ste 200B Tampa, FL 33647 (813) 345-4754	
ARKANSAS	
Gregory and Natalia Fitch 420 Hill Loop Romance, AR 72136 (501) 424-0057	
CALIFORNIA	
EMJ Enterprises 1940 N. Maple Ln Arlington Heights, IL 60004 (847) 577-9906	John Fahey 1940 N. Maple Ln Arlington Heights, IL 60004 (847) 577-9906
Lizbet Zelaya 1600 E Verano Way Belmont, CA 94002 (650) 508-2323	Samantha Toder 356 S Rexford Drive, #6 Beverly Hills, CA 90212 (888) 451-5273
Andrea Stone 9100 Wilshire Blvd, East Tower, Ste 333 Beverly Hills, CA 90212 (888) 451-5273	Manish Gandhi and Tarun Bhardwaj 6925 Kenton Place Eastvale CA 92880 (949) 397-6069
Manish Gandhi and Tarun Bhardwaj 6925 Kenton Place Eastvale CA 92880 (949) 397-6069	Manish Gandhi and Tarun Bhardwaj 6925 Kenton Place Eastvale CA 92880 (949) 397-6069
Kamara Viau 3972 Barranca Pkwy, Ste J Irvine, CA 92606-8291 (949) 658-3026	Mariatu Kamara 17094 Rail Way Lathrop, CA 95330 (209) 650-0411

Mariatu Kamara 17094 Rail Way Lathrop, CA 95330 (209) 650-0411	Mariatu Kamara 17094 Rail Way Lathrop, CA 95330 (209) 650-0411
Bette Quan 1200 Gariota Avenue #307 Long Beach, CA 90813 (347) 352-3314	Armen Taymazyan 28622 Bridgewater Lane Menifee, CA 92584 (888) 451-5273
Principal Onsite Solutions 27525 Puerta Real, Suite 300 Mission Viejo, CA 92691 (949) 484-4560	Hansani Jayasinghe 1138 Big Pine Lane Norco, CA 92860 (888) 451-5273
Chidinma Anyanwu 1401 21 st Street, Ste R Sacramento, CA 95811 (916) 818-2612	Satwinder Gill 3572 Monroe Drive Yuba City, CA 95993 (888) 451-5273
Maria Tagimacruz 820 Bowen Court Yuba City, CA 95993 (530) 302-3781	
CANADA	
Mary Ann and Amado Pasco 75 Weldrick Road East Unit 206 Richmond Hill, AB L4C OH9 (647) 951-4288	Sangeetha Thushyanthan 19 Pali Drive Brampton, ON L6P 1G3 (888) 451-5273
COLORADO	
Sarah Bridge 5268 Mt. Arapahoe Circle Frederick, CO 80504 (702) 756-2734	
CONNECTICUT	
Louis Distasi and Dennis Mullen 8 Warwick Drive Chelmsford, MA 01824 (978) 884-4992	Richard Bronson and Roberta Hoskie 120 Wintergreen Avenue Hamden, CT 06514 (203) 993-6610
Kelli Hamilton and Fahad Hasan 850 East Main Apt. 211 Stamford, CT 06902 (888) 451-5273	Zynab Bah 55 Merritt Blvd Trumbull, CT 06611 (203) 951-0603
FLORIDA	
Angelika Arciszewska 7055 Reservoir Court Apollo Beach, FL 33572 (888) 451-5273	Kevin McChesney and Jean Davis 9990 Coconut Road Bonita Springs, FL 34135 (239) 319-2193
Cherice Lewis 122 N Moon Avenue Brandon, FL 33510 (888) 451-5273	Cherice Lewis 122 N Moon Avenue Brandon, FL 33510 (888) 451-5273

Andrew Chatten 2061 Heart Lake Drive Groveland, FL 34736 (407) 308-0609	Esneido Gutierrez 7730 SW 135 Avenue Miami, FL 33183 (888) 451-5273
Johnnie Asencio 11929 Pioneer Way, Apt. 1221 Orlando, FL 32832 (407) 205-1432	Renaire Reece 300 Parkview Xing 917 Panama City Beach, FL 32413 (689) 210-0478
Christian Eugene 8965 Royal River Circle Parrish, FL 34219 (941) 460-5550	Micheal Vergara 10415 Summerview Circle Riverview, FL 33578 (202) 674-3639
Marc Knight 7901 4th Street N Ste 16203 St. Petersburg, FL 33702 (888) 451-5273	ML Capital Group, Inc. * 17425 Bridge Hill Court, Ste 200B Tampa, FL 33647 (813) 345-4754
ML Capital Group, Inc. * 17425 Bridge Hill Court, Ste 200B Tampa, FL 33647 (813) 345-4754	Fernando Restrepo-Jaramillo 4001 West Obispo Street Tampa, FL 33629 (888) 451-5273
George Moyet 5275 Post Oak Blvd, Apt. 109 Wesley Chapel, FL 33544 (888) 451-5273	Nanouh and Max Paul 9069 Outlook Rock Trails Windemere, FL 34786 (888) 451-5273
GEORGIA	
Matthew Moore 2423 Doubletree Drive, NW Acworth, GA 30102 (404) 647-2480	Brina Smart 5579 Chamblee Dunwoody Road Ste B Atlanta, GA 30338 (888) 451-5273
Robert & Kelley Parrish 132 Larkspur Drive Albany, GA 31721 (888) 451-5273	Jacquelin Underwood 6301 Stewart Ridge Walk Buford, GA 30518 (770) 771-6764
Jacquelin Underwood 6301 Stewart Ridge Walk Buford, GA 30518 (770) 771-6764	Sujil Augustine & Rose Manju Kolothummicheal 415 Curtis Parkway SE, Unit 260 Calhoun, GA 30701 (888) 451-5273
Principal Onsite Solutions 8 Warwick Drive Chelmsford, MA 01824 (978) 884-4992	Carolyn Ologhoejebi 3412 Hilton Avenue Columbus, GA 31906 (888) 451-5273
Jacqueline Allen 1527 Reagan Circle NW Conyers, GA 30011 (888) 451-2573	Maryum Boykins-Bassey 120 Arbor Creek Trail Dallas, GA 30157 (888) 451-5273
Ken Ong 3336 Swallowtail Terrace Duluth, GA 30096 (770) 618-9569	Tamarah Strickland and Debbie Bazen 1305 Vernon Street LaGrange, GA 30240 (888) 451-5273

Michelle Rose 927 Park Hollow Way Lawrenceville, GA 30043 (888) 451-5273	Tamarah Strickland and Debbie Bazen 1305 Vernon Street LaGrange, GA 30240 (888) 451-5273
Djamila and James Highsmith 594 Lakeview Terrace SE Mableton, GA 30126 (888) 451-5273	Pamela Taylor 322 North Broad Street, Unit 1631 Savannah, GA 31410 (912) 491-9998
Makesia Boyd 5233 Unbridle Way Sugar Hill, GA 30518 (470) 240-4905	Jeetu Kancharla 1840 Apollo Drive Suwanee, GA 30024 (888) 451-5273
Jeetu Kancharla 1840 Apollo Drive Suwanee, GA 30024 (888) 451-5273	Myrna Cesar 415 Delancy Drive Woodstock, GA 30189 (888) 451-5273
ILLINOIS	
John Fahey 1940 N. Maple Ln Arlington Heights, IL 60004 (847) 577-9906	Neil Cohen 422 Farnsworth Circle Barrington, IL 60010 (224) 268-5991
Badrul Khan 5855 N. Campbell, Apt 1 Chicago, IL 60659 (888) 451-5273	Marcin Krasowski 332 S Michigan Ave, Suite 900 Chicago, IL 60604 (888) 451-527
Huma Saleem 6800 N California Avenue, Apt 2Q Chicago, IL 60645 (312) 761-5650	Douglas Boyce 292 Carters Grove Court Grayslake, IL 60030 (847) 278-0004
INDIANA	
EMJ Enterprises 1940 N. Maple Ln. Arlington Heights, IL 60004 (847) 278-0004	Kelly Duhaime 4024 Elkhart Road, Ste 26 Goshen, IN 46526 (888) 451-2573
IOWA	
Henry Garsayne 7117 SE 5 th Street, Apt 209 Des Moines, IA 50315 (515) 207-8616	
KANSAS	
Howard Schulte 12525 E. Killarney Court Wichita, KS 67206 (316) 712-5221	
KENTUCKY	

Steven Valdez 212 N. 2 nd Street, Suite 100 Richmond, KY 40475 (502) 403-2871	
MAINE	
Shilo Annis 5 Midnight Way Gorham, ME 04038 (888) 451-2573	Lou DiStasi 647 US Route 1 unit 14 #261 York, ME 03909 (978) 884-4992
MARYLAND	
Damian and Charity Emerson 4804 Royahn Avenue Nottingham, MD 21236 (410) 264-1410	
MASSACHUSETTS	
Lou DiStasi 8 Warwick Dr. Chelmsford, MA 01824 (978) 884-4992	Dennis Mullen 10 Highgate Road Chelmsford, MA 01824 (508) 254-9369
Christopher Daly 205 West Grove Street Unit F Middleborough, MA 02346 (508) 804-7496	Marcia Francis 321 Main Street, Suite 1510 Wakefield, MA 01880 (781) 345-4008
MICHIGAN	
Kevin Kampfschulte 1707 Cambridge Drive SE Grand Rapids, MI 49506 (616) 710-3187	Kevin Kampfschulte 1707 Cambridge Drive SE Grand Rapids, MI 49506 (616) 710-3187
Marcus Martin 5939 Greer Road West Bloomfield, MI 48324 (248) 970-0393	Marcus Martin 5939 Greer Road West Bloomfield, MI 48324 (248) 970-0393
MINNESOTA	
ML Capital Group, Inc. * 7525 148 th St. W. Apple Valley, MN 55124 (763) 400-3637	
MISSISSIPPI	
Paul Williams 3586 Sangani Blvd. D'Iberville, MS 39540 (228) 365-4909	
MISSOURI	
Tania Wheelington 110 S. Hartnett Ave St. Louis, MO 63135 (314) 300-4606	
MONTANA	

Matthew Lucas 17425 Bridge Hill Court, Suite 200 Tampa, FL 33647 (888) 451-5273	
NEVADA	
Talia Lambarki 10241 Anoka Blvd Las Vegas, NV 89144 (702) 721-9957	
NEW JERSEY	
Bharat Parulekar 4 Scenic Drive Dayton, NJ 08810 (888) 451-5273	Sheetal Shah and Sweta Shah 5 Castle Court North Brunswick, NJ 08902 (888) 451-5273
Jacqueline Moussa 10 Jude Lane Phillipsburg, NJ 08865 (908) 955-0837	Jacqueline Moussa 10 Jude Lane Phillipsburg, NJ 08865 (908) 955-0837
Nest Elite Home Healthcare, LLC 5 Henry Street Somerset, NJ 08873 (888) 451-5273	
NEW MEXICO	
Danielle Garciduenas 1209 Lawrence Court NE Albuquerque, NM 87123 (505) 823-6815	
NORTH CAROLINA	
Kristen McNeil 5521 Spreading Branch Road Hope Mills, NC 28348 (888) 451-5273	Sean Griffin 11024 Skymont Drive Huntersville, NC 28078 (704) 281-6825
OHIO	
John Fahey 1940 N. Maple Ln. Arlington Heights, IL 60004 (847) 278-0004	Maame Adwoa Bentum and Kwame Osei-Asante 1201 Dublin Road #600 Columbus, OH 43215 (614) 503-1733
Kikema Workman 9701 Brook Park Rd, Suite 250 Parma, OH 44129 (440) 491-2739	Emmanuel Wiggins 7837 W. Ridgewood Drive, #140 Parma, OH 44129 (440) 730-4205
Robyn Farris 1072 Susan Road Ravenna, OH 44266 (330) 348-5897	ML Capital Group, Inc. * 17425 Bridge Hill Court, Suite 200B Tampa, FL 33647 (813) 345-4754
ML Capital Group, Inc. * 17425 Bridge Hill Court, Suite 200B Tampa, FL 33647 (813) 345-4754	Lisa Bell 9316 Wallingford Drive Twinsburg, OH 44087 (440) 252-3435

PENNSYLVANIA	
Chris Ifedinma 4 Laurel Way Bear, DE 19701 (888) 451-5273	Tonya Stanford PO Box 316 Cheltenham, PA 19012 (888) 451-5273
Joseph and Nicole Puorro 366 Allison Road Gibsonia, PA 15044 (412) 810-6595	Helping Hands, LLC 1821 S 19 th Street Harrisburg, PA 17104 (717) 660-0301
Helping Hands LLC 1821 S 19 th Street Harrisburg, PA 17104 (717) 660-0301	Helping Hands, LLC 1821 S 19 th Street Harrisburg, PA 17104 (717) 660-0301
Dashant Patel 3748 West Chester Pike, 1 st Floor Newton Square, PA 19073 (888) 451-5273	Guerline Milcent 7121 Charles Street Philadelphia, PA 19135 (888) 451-5273
SOUTH CAROLINA	
Martina and Jimmy Ma 113 Amanda Drive Anderson, SC 29621 (864) 550-8352	
TENNESSEE	
Miyang Sin 1510 Boyd Street Knoxville, TN 37921 (865) 383-1160	Miyang Sin 1510 Boyd Street Knoxville, TN 37921 (865) 383-1160
TEXAS	
Zachary Biderman and Blair Danby 3904 Sycamore Drive Austin, TX 78722 (512) 692-9804	S. Niraj Patel 6120 College Street Beaumont, TX 77707 (469) 530-2064
Lou DiStasi 8 Warwick Dr. Chelmsford, MA 01824 (978) 884-4992	Joshua Novotny 105 Crimson Tree Cibolo, TX 78108 (888) 451-5273
Mary Wiredu 20251 Tarpon Bay Lane Cypress, TX 77433 (281) 892-1424	Paul Williams 3586 Sangani Blvd. D'Iberville, MS 39540 (888) 451-5273
Paul Williams 3586 Sangani Blvd. D'Iberville, MS 39540 (888) 451-5273	Latoya and Joel Garrett 2727 Park Oak Court Fresno, TX 77545 (888) 451-5273
Josephine Granat 17230 Blairwood Drive Houston, TX 77049 (888) 451-5273	Theresa Wolfe 2907 Nicholas Cove New Braunfels, TX 78130 (888) 451-5273

Kimberly Holland 8209 Americas Cup Rowlett, TX 75089 (888) 451-5273	Sidney and Brian Chongwain 167 Grey Woodpecker San Antonio, TX 78253 (726) 233-4433
ML Capital Group, Inc. * 17425 Bridge Hill Court, Ste 200 Tampa, FL 33647 (972) 445-7382	Brent George and Corin Baich 123 Blue Ridge Drive Weatherford, TX 76088 (888) 451-5273
VIRGINIA	
Azeb Gibe 9495 Merriment Trace Circle Bristow, VA 20136 (888) 451-5273	Steven Jewell 614 3 rd Street Culpeper, VA 22701 (540) 727-0024
Steven Jewell 614 3 rd Street Culpeper, VA 22701 (540) 727-0024	Grady Sessoms 1469 Turkeyfoot Road Forest, VA 24551 (434) 509-9070
Brian Kloecker 3805 Long Ship Court Virginia Beach, VA 23455 (888) 451-5273	Lorena Alarcon and Jose Coripuna 10649 McCormick Farm Drive Manassas, VA 20110 (888) 451-5273
Martin Perez 9741 Pemberton Crossing Drive Richmond, VA 23294 (804) 909-9330	Elijah Stalling 46011 Woodpecker Square Sterling, VA 20165 (571) 520-3449
Tammy and Jesse Garnett 176 Dagger Lane Wytheville, VA 24382 (276) 208-7413	
WASHINGTON	
Abidemi Apata 4356 Andasio Loop SE Port Orchard, WA 98366 (888) 451-5273	Emily Klinger 12719 SE 8 th Street Vancouver, WA 98683 (888) 451-5273
Jennifer Ruemping 17109 205 th Ave NE Woodinville, WA 98007 (425) 953-1497	Jennifer Ruemping 17109 205th Ave NE Woodinville, WA 98007 (425) 953-1497
Judy Madden 52 Cheyenne Road Worcester, MA 01606 (888) 451-5273	
WISCONSIN	
Arunda Simmons 1837 Roe Avenue Racine, WI 53404 (262) 221-8503	

* Franchises operated or supported by an Affiliate

EXHIBIT F TO THE DISCLOSURE DOCUMENT

FRANCHISEES WHO HAVE LEFT THE SYSTEM

**LIST OF FRANCHISES LOST ACTIKARE® BUSINESS
AS OF DECEMBER 31, 2025**

CALIFORNIA	
Brandon Moerke/ Ben Cheung 1645 Wintergreen Lane, Unit D Corona, CA 92879 (888) 451-5273 Reacquired	Ed Caballero 9057 Cobble Bay Court Sacramento, CA 95829 (888) 451-5273 Reacquired
Abdul Sarwary 11545 Windcrest Ln Apt 210 San Diego, CA 92128 (888) 451-5273 Terminated	
CONNECTICUT	
Trevor Flouty 28 Cary Road Riverside, CT 06878 (203) 427-0700 Reacquired	
FLORIDA	
Chip, Steven, and Lynne Brubaker 205 N Franklin St, Suite 2000 Tampa, FL 33602 (888) 451-5273 Reacquired	
GEORGIA	
Sherly Mathews 2931 Terra Drive, SW Lilburn, GA 30047 (888) 451-2573 Reacquired	
INDIANA	
Rita Alade 4920 N High School Road Indianapolis, IN 46254 (765) 290-3769 Reacquired	
MASSACHUSETTS	
Ludnie Mede & Louis Martinez 52 Purchase Street, Apt C4 Danvers, MA 01923 (929) 393-0302 Terminated	
NEVADA	

Hagos Tewelde 6787 W Tropicana Ave, Suite 256 Las Vegas, NV 89103 (702) 852-6632 Reacquired	
NEW HAMPSHIRE	
Jay Mullen 10 Highgate Chelmsford, MA 01824 (813) 217-8791 Reacquired	
NORTH CAROLINA	
DeBora Kroger 9615 Blakeney Heath Road Charlotte, NC 28277 (888) 451-5273 Reacquired	
PENNSYLVANIA	
Meredith Gelfand 2995 Chapel Avenue West, Apt 12Y Cherry Hill, NJ 08002 (888) 451-5273 Transferred	Frederick and Beth Rullo 4 Roberts Road Newtown Square, PA 19073 (862) 219-0032 Reacquired
Jawanza Nyahuma 1509 West Lehigh Avenue Philadelphia, PA 19131 (888) 451-5273 Terminated	
SOUTH CAROLINA	
Dew Hang 1230 John B. White Sr. Blvd, Ste 16 Spartanburg, SC 29306 (864) 550-8351 Reacquired	
TEXAS	
Keneisha Edwards 12503 Silver Cup Houston, TX 77014 (888) 451-5273 Reacquired	Marlon and Trenae Hill 3326 Dancing Creek Lane Missouri City, TX 77459 (281) 805-3138 Reacquired
Susan Chabot 5706 Spring Moon San Antonio, TX 78247 (210) 202-0613 Transferred	Tokla Xen 16438 Beewood Glen Drive Sugar Land, TX 77498 (281) 310-5412 Reacquired

EXHIBIT G TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC

ADDENDA / RIDERS

**ADDENDUM TO THE
FRANCHISE DISCLOSURE DOCUMENT FOR
ACTIKARE, INC.
STATE OF ILLINOIS**

Illinois law governs the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Your rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or** any other law of Illinois is void.

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.

**THIS ILLINOIS ADDENDUM APPLIES ONLY TO FRANCHISEES WHO ARE
RESIDENTS OF ILLINOIS OR LOCATE THEIR FRANCHISES IN ILLINOIS.**

**RIDER TO
AREA DIRECTOR FRANCHISE AGREEMENT FOR
ACTIKARE, INC.
FOR USE IN ILLINOIS**

This Rider is entered into this _____, 20__ (the “**Effective Date**”), between **ACTIKARE, INC.**, a Florida corporation, with its principal business address at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (“**we**,” “**us**,” “**our**” or “**Franchisor**”), and _____, a _____ whose principal business address is _____

(referred to in this Rider as “**you**,” “**your**” or “**Franchisee**”) and amends the Franchise Agreement between the parties dated as of the Effective Date, (the “**Agreement**”).

1. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. The Illinois Attorney General’s Office requires that certain provisions contained in franchise documents be amended to be consistent with Illinois law, including the Illinois Franchise Disclosure Act 815 ILCS 705/1-44 (West 2016). To the extent that the Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law shall apply to and govern the Franchise Agreement.

In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

Franchisees’ rights upon Termination and Non-Renewal are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or** any other law of Illinois is void.

3. Each provisions of this Amendment shall be effective only to the extent that the jurisdictional requirements of the Illinois Franchise Disclosure Act, with respect to each such provision, are met independent of this Amendment. This Amendment shall have no force or effect if such jurisdictional requirements are not met.

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

[signatures on following page]

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

ACTIKARE, INC.

FRANCHISEE

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

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

EXHIBIT H TO THE DISCLOSURE DOCUMENT

**FORM OF
GENERAL RELEASE AND INDEMNITY AGREEMENT**

THIS IS A CURRENT FORM THAT IS SUBJECT TO CHANGE OVER TIME.

This General Release and Indemnity Agreement ("Agreement") is entered into as of the ____ day of _____, 20____, by and between ActiKare, Inc., a Florida corporation having a principal place of business at 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 ("ActiKare, Inc.", "Franchisor", "Releasee") and _____ with a principal place of business at _____ ("Area Director", "Releasors").

RECITALS

- A. ActiKare, Inc. and _____ entered into a franchise agreement (the "Original Franchise Agreement") on _____ for the operation of a ActiKare[®] Business which provides in-home care and related services "Franchise");
- B. It is the intention of the parties to allow the renewal of the Franchise for the territory defined as _____.
- C. ActiKare, Inc. will allow the renewal of the Franchise if all Outstanding Fees, if any, in the amount of \$ _____ are paid in the form of a certified check, bank check or money order on or before the signing of this Agreement.
- D. ActiKare, Inc. will allow the renewal of the Franchise if the then- current Franchise Agreement (the "Current Franchise Agreement") has been executed by the parties and if a renewal fee in the amount of \$ _____ is paid in the form of a certified check, bank check or money order on or before the signing of this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Waiver and Release of ActiKare, Inc.** Effective as of the date hereof and to the extent allowed by applicable law, Releasors, for it and its beneficiaries, attorneys, representatives, successors, heirs and assigns (collectively hereinafter the "_____ Parties") hereby waives, releases and forever discharges ActiKare, Inc. and its shareholders, beneficiaries, officers, directors, employees, attorneys, representatives, successors, heirs, affiliates and assigns (collectively hereinafter "ActiKare, Inc."), jointly and severally, from all demands, actions, causes of action, suits, proceedings, covenants, claims, executions, judgments, losses, damages, penalties, obligations and liabilities whatsoever (collectively "Claims or Suits"), of every nature, kind, type, or description, in law or in equity, directly or indirectly arising out of, resulting from or relating to the Original Franchise Agreement or its predecessor agreement or the performance of the obligations of the parties thereto whether known, unknown, direct, indirect, absolute, contingent, disclosed or undisclosed that the _____ Parties has or ever had or will have against ActiKare, Inc..
2. **Governing Law.** This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by and construed and enforced in accordance with the laws of the State of Florida.
3. **Entire Agreement.** This Agreement sets forth the entire agreement between Releasors

and ActiKare, Inc. with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter hereof. The terms of this Agreement may not be terminated, amended, modified or waived except by written agreement signed by Releasors and ActiKare, Inc..

4. **Headings.** All sections and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.
5. **Counterparts.** This Agreement may be executed in any number of counterparts each of which, when executed and delivered, shall be deemed an original, but all of which shall together constitute on and the same instrument.

[This general release shall not apply to any liability under the Maryland Franchise and Disclosure Law.]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first written above.

ACTIKARE, INC.:

By: _____
Mark Lucas, CEO
Hereunto duly authorized

AREA DIRECTOR:

By: _____
Hereunto duly authorized

By: _____
Hereunto duly authorized

State Effective Dates

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

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

State	Effective Date
California	Pending
Illinois	Pending
Indiana	Pending
Michigan	June 7, 2025
Minnesota	Pending
Rhode Island	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

ITEM 23

RECEIPT

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

If ActiKare, Inc. offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require 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, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If ActiKare, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal 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 A.

Franchise Seller: Mark Lucas, CEO, ActiKare, Inc., 15310 Amberly Drive, Suite 175, Tampa, Florida 33647; Telephone: 813-549-0965.

*Franchise Broker: _____
Name/ Principal Business Address/Telephone Number*

*Franchise Sellers: _____
Name/ Principal Business Address/Telephone Number*

Date of Issuance: April 30, 2026

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated April 30, 2026. This Disclosure Document included the following Exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. Financial Statements
- C. Franchise Agreement
 - Exhibit A Territory and Franchise Fee
 - Exhibit B Franchise Package
- D. Manual Table of Contents
- E. List of Franchise Owners
- F. List of Franchisees Who Have Left the System
- G. State Specific Addenda / Riders
- H. Form of General Release and Indemnity Agreement

Prospective Franchisee Signature:

Date: (Please do not leave blank)

Print Name:

KEEP THIS COPY FOR YOUR RECORDS.

This Disclosure Document is available in PDF format by electronic transmission upon request.

ITEM 23

RECEIPT

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

If ActiKare, Inc. offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require 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, Oregon and Wisconsin require that we give you this Disclosure Document at least 10 business days before the execution of any franchise or other agreement or the payment of any consideration, whichever occurs first.

If ActiKare, Inc. does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal 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 A.

Franchise Seller: Mark Lucas, CEO, ActiKare, Inc., 15310 Amberly Drive, Suite 175, Tampa, Florida 33647; Telephone: 813-549-0965.

*Franchise Broker: _____
Name/ Principal Business Address/Telephone Number*

*Franchise Sellers: _____
Name/ Principal Business Address/Telephone Number*

Date of Issuance: April 30, 2026

See Exhibit A for our registered agents authorized to receive service of process.

I have received a Franchise Disclosure Document dated April 30, 2026. This Disclosure Document included the following Exhibits:

- A. List of State Agencies/Agents for Service of Process
- B. Financial Statements
- C. Franchise Agreement
 - Exhibit A Territory and Franchise Fee
 - Exhibit B Franchise Package
- D. Manual Table of Contents
- E. List of Franchise Owners
- F. List of Franchisees Who Have Left the System
- G. State Specific Addenda / Riders
- H. Form of General Release and Indemnity Agreement

Prospective Franchisee Signature:

Date:

Print Name:

Please sign this copy of the receipt, date your signature, and return it to ActiKare, Inc., 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 or by electronic transmission (email) to us at corporate@actikare.com.

This Disclosure Document is available in PDF format by electronic transmission upon request.