

Type of Fee*	Amount/Remarks	Due Date	Remarks
	<p>For Franchises in an initial Renewal Term (2nd Term): minimum monthly payment of \$995.00 (minimum \$1,295.00 per month for territories of at least 300K population or proportionately higher for franchises larger than 300,000 population; \$1,595.00 per month for territories of at least 400K population or proportionately higher for franchises larger than 400,000 population)</p>		
Email Fee	<p>Then-current fee, which is currently \$60.00-\$168.00 per user, per year, depending on the type or email account you request.</p>	<p>As incurred; billed monthly.</p>	<p>At your request and for our then-current Email Fee, we will provide email accounts for your employees with the domain “@visitingangels.com”. The Email Fee is intended to cover a portion of our costs to provide and administer properly branded email accounts. The amount of the Email Fee depends on the type of email account that you choose. <a href="#">We will charge you the actual amount we are charged by the vendor plus up to an additional 10% per year for administration of the account.</a> We reserve the right to increase this fee at any time as our costs change <a href="#">or discontinue offering</a></p>

Type of Fee*	Amount/Remarks	Due Date	Remarks
			<a href="#">employee email accounts altogether. There is no Email Fee assessed for email accounts established for you.:</a>
Technology Fee	Our then-current fee, not currently charged.	Annually	We reserve the right to implement and require you to pay our then-current Technology Fee, which is intended to cover a portion of our costs to provide and administer scheduling software, our current intranet and other technology used by Visiting Angels franchisees. <a href="#">We will charge you the actual amount we are charged by the vendor plus up to an additional 10% per year for administration fees.</a>
Additional Training	Currently, \$3,500.00 per person.	Prior to attending training	This fee may increase in the future upon written notice from us. <a href="#">The fee shall increase based upon actual costs incurred by us for conducting the training, including administrative and third-party vendor costs. The fee shall not increase by more than 10% during the term.</a>
Additional Assistance	Paid by service fee.	10 <sup>th</sup> day of each month	

Type of Fee*	Amount/Remarks	Due Date	Remarks
Transfer	<p>Transferring Franchisee: \$9,500.00 to \$25,000.00 or 2.5% of sale price, if greater; based on sale price.</p> <p>Purchasing Franchisee: \$15,950.00 for up to 325K population, \$22,950.00 for up to 500K population, \$29,950.00 for up to 750K population, \$37,950.00 for up to 1M population, \$45,950.00 for up to 1.25M population and \$49,950.00 for above 1.25M population.</p>	Before consummation of transfer	
Audit	Cost of Audit plus 10% interest on underpayment**	30 days after billing	
Renewal Fee	\$10,000.00	30 days before renewal	
Attendance Fee for National Conference	\$899.00	Prior to the date of National Conference	This fee may increase in the future upon written notice from us <a href="#">based upon actual increases in amounts we are charged by the vendor, not to exceed an increase of 10% over the term.</a>
Minimum Annual Purchase Requirement	N/A	N/A	
Insurance Fee	Dependent on circumstances	When incurred	You may be required to reimburse us for the cost of purchasing insurance for you if you fail to maintain sufficient coverages.
Indemnification Fee	Dependent on circumstances	When incurred	You must indemnify us for claims related to the

	<b>Provision</b>	<b>Section in Franchise Agreement</b>	<b>Summary</b>
o.	Franchisor's option to purchase franchisee's business	Not Applicable	
p.	Death or disability of franchisee	Section 11.4	Franchise must be assigned by estate to approved buyer.
q.	Non-competition covenants during the term of the Franchise	Section 15, 15.1	No involvement in competing business anywhere in U.S., <a href="#">subject to applicable state law.</a>
r.	Non-competition covenants after the franchise is terminated or expires	Section 13.2	No competing business for 2 years within 20 miles of your Protected Territory (including after assignment), <a href="#">subject to applicable state law.</a> Penalties for violation of covenant, <a href="#">subject to applicable state law.</a>
s.	Modification of the agreement	Section 21	No modification generally but Operating Manual subject to change.
t.	Integration/ merger clause	Sections 19, 21	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	Not Applicable	
v.	Choice of forum	Section 19	Litigation must be in Pennsylvania, except as stated in Appendix D "State Disclosures" (subject to applicable state law).

In the event of termination or non-renewal of the Franchise, you agree that you shall immediately upon the effective date of termination or non-renewal comply with the following:

a) *Proprietary and Confidential Information*: You shall discontinue the use of any and all of our proprietary and confidential information including but not limited to operations methods, designs, service regimens, formulas, employee screening, marketing techniques, etc., in connection with the operation of your Franchised Business. You must return to us all manuals, advertising materials and printed material pertaining to the Franchised Business.

b) *Discontinue Use of the Marks*: You must immediately discontinue the use of any and all of the Marks or any other trademarks, service marks or tradenames which we may use, or any variations of our names or names which are confusingly similar to our names. This shall include the immediate cessation of use of all telephone numbers, advertising materials, signs and other materials which bear the Marks. All telephone numbers used by you (for the Visiting Angels franchise business) shall be assigned to us upon termination/expiration of the franchise. You agree to contact your telephone company immediately upon termination/expiration of the franchise to arrange the telephone number assignment to us. In the event that we direct you not to assign the Visiting Angels telephone number to us, you agree to disconnect it and direct the telephone company to refer all callers to our toll-free number or to the number that we direct you to refer your number to.

c) *Termination of Association*: You must cease representing to the public and trade contacts that you are a member of our Franchise System.

### 13.1 *Post Term Obligations*:

a) *Diversion of Business*: Upon termination, transfer, or expiration of the Franchise, you must not attempt to divert business or customers to any establishment in competition with our franchisees.

b) *Injunctive Relief*: You acknowledge that damage caused to us and our franchisees for failure to comply with the provisions of Paragraphs 13 and 13.1 is irreparable. You agree that we shall be entitled to seek injunctive relief in addition to any other relief that may be available to us.

13.2 *Restrictive Covenants After Your Franchise is Terminated or Expires*: After your Franchise is terminated or its term has expired, you may not continue to engage in any home caregiving business for homebound elderly and convalescing clients (and/or caregiver staffing for custodial and/or healthcare institutions) either directly or indirectly, as an owner, partner, consultant, director, or in any other capacity for a period of two (2) years from the date of termination within a distance of twenty miles from any part of your Protected Territory, [subject to applicable state law](#). During this period, you may accept employment in any capacity you choose with any non-medical or medical home healthcare agency/provider that is not owned in any part by you nor any of your relatives and was organized at least six (6) months prior to the expiration or termination of your franchise (except for any franchised home care company). In the event that you violate this restrictive covenant, you will be required to furnish the reports and other materials required by this Agreement with respect to all Gross Revenues collected for a period of two (2)

officer, principal, broker, agent, employee, consultant or lender. This section shall not be construed as prohibiting ownership, for investment purposes only, of securities of a competitive corporation which are publicly held and traded. If you are found to be engaging in a competitive business as described in this Paragraph while a Franchisee, you agree to pay to us, damages equal to fifteen percent (15%) of the Gross Revenues generated by the endeavor. Payment of damages shall not preclude us from filing any other claims we believe are appropriate, to include injunctive relief without the posting of any bonds in the event of a violation of this provision, or any provision in this Agreement. Failure on your part to comply with the terms of this Agreement could cause irreparable damage to our Franchise System. It is our intent to have the non-compete provisions of this Agreement enforced to the fullest extent permissible under the law of each jurisdiction where such enforcement is sought. Notwithstanding any provision of the Franchise Agreement, during the term of the Agreement, you may not accept employment in any capacity with any non-medical or medical home healthcare agency/provider. You agree that you do not own a business that provides services similar to those that will be provided to customers through the Franchise (except for an additional Visiting Angels Franchise) and will not divert any home care leads that you receive to any competitive agency (except to other Visiting Angels franchises).

If you own or acquire another business that is not relevant to any part of this Agreement (Unrestricted Business), you may not sell Visiting Angels home care services to any of your clients/customers of the Unrestricted Business that reside outside of your Protected Territory, [subject to applicable state law](#).

15.1 *Competitive Activities by Others:* All non-compete covenants will apply to any business entity which is established as a competitive non-medical private duty home care services business entity or home health care business entity in which it is demonstrated that you are participating or cooperating as co-owner, shareholder, agent or employee, in violation of our restrictive covenants, [subject to applicable state law](#).

## 16. **WAIVER**

A waiver of any violation of this Agreement shall not impair your rights or ours with respect to any further violations; and no delay or omission on our part or yours to exercise any right arising from any violation of this Agreement shall impair the rights of the parties as to any future violations.

## 17. **NOTICE**

All notices under this Agreement shall be in writing and delivered by United States Postal Service (or private shipping carrier such as Federal Express) and email transmission, addressed to the party's last known address (and email address) or to the registered agent for service of process in the Franchisor's home state.

## 18. **SEVERABILITY**

If any portion of this Agreement is held to be invalid or unenforceable, the remaining portion shall remain in full force and effect as if it has been signed with the invalid portion omitted.

## 19. **JURISDICTION, VENUE AND CONTROLLING LAW**

2. All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.
3. A franchise may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.
4. Any claims that arise under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
5. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The undersigned parties do hereby acknowledge receipt of this Addendum.

Dated this        day of        20        .

\_\_\_\_\_  
Signature of Franchisor Representative        Signature of Franchisee Representative

\_\_\_\_\_  
Title of Franchisor Representative        Title of Franchisee Representative

~~A franchise may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims that arise under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise. Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law. All representations requiring prospective franchisees to assent to a release, estoppel, or waiver of liability are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.~~

**Required State Disclosures for Minnesota:**

Statute 80C.14 subdivisions 3, 4 and 5 which require, except in certain specific cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the Franchise Agreement. Minn. Stat. Sec. 80C.21, and Minn Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the offering circular or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE

OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

**Addendum to the Franchise Disclosure Document and  
Franchise Agreement for the State of Minnesota**

1. Item 13 of the Franchise Disclosure Document shall be amended to include the following:  
“Unregistered trademark “The primary trademark that you will use in your business is not federally registered. If the franchisor’s right to use this trademark in your area is challenged, you may have to identify your business and its products or services with a name that differs from that used by other franchisees or the franchisor. This change can be expensive and may reduce brand recognition of the products or services you offer”
  
2. 1.—Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee’s rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee’s rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
  
3. 2.—The franchisor will protect the franchisee’s rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee’s right to use the trademarks. Refer to Minnesota Statutes, Section 80C.12, Subd. 1(g).
  
4. 3.—Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.