

# FRANCHISE DISCLOSURE DOCUMENT



**SYNERGY HomeCare Franchising, LLC**

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**[www.synergyhomecare.com](http://www.synergyhomecare.com)**

**[www.synergyhomecarefranchise.com](http://www.synergyhomecarefranchise.com)**

As a franchisee, you will operate a business that provides non-medical, in-home personal assistance, such as in-home personal care and companionship, child care, meal preparation, medication reminders, medical and social appointment scheduling and management, organizational and bill paying assistance, housecleaning services and light home maintenance to seniors, the convalescing, disabled persons and others who need help with daily living activities.

The total investment necessary to begin operation of a SYNERGY HomeCare franchise with one full Protected Territory is \$80,245 to \$164,091. This includes \$55,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a SYNERGY HomeCare franchise with two full Protected Territories is \$124,245 to \$208,091. This includes \$99,000 that must be paid to the franchisor or affiliate. The total investment necessary to begin operation of a SYNERGY HomeCare franchise with a “Mini” Protected Territory is \$52,495 to \$164,088. This includes \$27,250 to \$54,997 that must be paid to the franchisor or affiliate.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact the Contracts Administrator, at 960 W. Elliot Road, Suite 101, Tempe, AZ 85284, 480-659-7771 or [fdd@synergyhomecare.com](mailto:fdd@synergyhomecare.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 document to an advisor, like a lawyer or an accountant.

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

**ISSUANCE DATE: April 3, 2026**

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## EXHIBITS

- A. List of State Administrators and State Agents for Service of Process
- B. List of Franchisees
- C. Franchise Agreement
- D. Table of Contents of Confidential Operations Manual
- E. Financial Statements
- F. List of Former Franchisees
- G. Multi-State Addenda
- H. Receipts

Type of Fee	Amount	Due Date	Remarks
Minimum Local Advertising Requirement	The greater of \$300 or at least 2% of Gross Sales per month	Monthly	If the Franchisee fails to spend the minimum every month, we reserve the right to collect the required Minimum Local Advertising Requirement from you, to charge our then current Advertising Service Fee, and to cause the money collected to be spent on behalf of you in your Protected Territory. We may require Local Advertising expenditures to be used in Cooperative Advertising.
Advertising Service Fees and Costs	Our then-current fee (which now is \$250 per month) plus the cost to use an advertising firm in your Protected Territory	Monthly	Payable to us and collected only if you fail to spend the Minimum Local Advertising Requirement and we are forced to collect it. <sup>4</sup> We may increase this fee at any time upon 60 days' written notice but we will not increase it more than 50% per year.
Systems Fee	Currently, this fee is \$100.00 per week.	Weekly beginning four months after the Effective Date of the Franchise Agreement.	Payable to us. We may increase this fee at any time upon 60 days' written notice but we will not increase it more than 50% per year. (See Item 11). <sup>5</sup>
Satellite Systems Fee	Currently, this fee is \$13.00 per week.	Weekly after you open a Satellite Office	Payable to us. We may increase this fee at any time upon 60 days' written notice but we will not increase it more than 50% per year. (See Item 11). <sup>6</sup>
Software Scheduling Fees	For less than 22 active clients per month, you will pay \$200 per month. Between 23 and 100 active clients per month, you will pay \$9.00 per active client per month. Between 101 and 200 active clients per month, you will pay \$8.50 per active client per month. Between 201 and 300 active clients per month, you will pay \$8.00 per active client per month. Between 301 and 400 active clients per month, you will pay \$7.50 per active client per month. Above 400 active clients per month, you will pay \$7.00 per active client per month.	Monthly	You <del>must pay us or</del> our designated supplier the then-current fees for access to the scheduling software. <u>This fee may increase only up to the actual costs of the third-party suppliers.</u>
Computer Maintenance and Updates	Approximately \$150 to \$1,500 for maintenance and approximately \$500 to \$2,000 to replace computer	As required	You must maintain and keep the computer system in good working order. Such maintenance may occur at any time and would be payable to third parties. <u>This fee may increase only up to the actual costs of the third-party suppliers.</u>
Software Support and on-line data storage and backups	Approximately \$200 to \$1,000	As required	You must maintain the software with all patches. If you need support to operate your software, you may be required to pay for it through the software manufacturer. You must use on-line data storage and backups.  We have no schedule for such updating. <u>This fee may increase only up to the actual costs of the third-party suppliers.</u> The updating is deliverable by an approved vendor (Item 11).
Audit Expenses	Cost of audit	Upon demand	Audit costs are payable to us only if the audit shows an understatement in amounts due of at least 3%.

Type of Fee	Amount	Due Date	Remarks
Late Fees	The highest rate allowed by law, plus collection costs	Upon demand	Applies to all overdue Royalty Fees, Marketing Fund Contributions and other amounts due to us. Also applies to any understatement in amounts due revealed by an audit.
Expansion Fee	<del>80% of our then current Initial Franchise Fee, \$44,000 for a single, full territory.</del>	When incurred	If Franchisee desires to purchase an additional Protected Territory after the Franchise Agreement has been executed and Franchisor has approved Franchisee's request, Franchisee will pay this Expansion Fee.
Insurance Policies	Amount of unpaid premiums plus our expenses in obtaining coverage for you	Upon demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you.
Transfer Fee	<del>50% of our then current Initial Franchise Fee to existing SYNERGY HomeCare Franchise Partners \$27,500.</del>	Upon demand	The transfer fee will not be charged if you transfer your interest in the franchise agreement to an entity controlled by you. The transfer fee is nonrefundable and due for each transfer request.
Customer Service	All costs incurred in assisting your customers	Upon demand	You must reimburse us if we determine it is necessary to service your customers.
System Modifications	This amount will vary depending upon the type of modification made	As required	We cannot estimate the minimum or maximum amount of the cost for such modification because we have no set schedule for any such modifications. If we decide to modify the System by requiring new equipment, fixtures, software, trademarks, etc., you must make the modifications at your expense. We may periodically make modification and there is no limit on the number of modifications that we may make during the term of the Franchise Agreement. We will provide you with 60 days' prior written notice of a modification.
Cost of Enforcement System	All costs including attorneys' fees and expenses.	Upon demand	You must reimburse us for all costs related to your default and termination and enforcing obligations under the Franchise Agreement.
Indemnification	All costs including attorneys' fees and expenses.	Upon demand	You must defend lawsuits at your cost and hold us harmless against lawsuits arising from your operation of the Franchised Business. You must reimburse us for all costs related to your default and termination and enforcing obligations under the Franchise Agreement.
Franchisor's Investigative Fee	Then current fee (now \$150 an hour) plus attorneys' fees and costs.	Upon demand	Incurred if you service clients in another franchisee's territory without permission. <u>We may increase this fee at any time upon 60 days' written notice but we will not increase it more than 50% per year</u>
Violation Fees	The greater of (1) \$5,000 for each client serviced in the territory of another franchisee without permission, or (2) 25% of the gross revenue received.	Upon demand	Incurred if you service a client in the territory of another franchisee without permission.
Background Check Fees	Will vary. Currently between \$25 and \$75 per caregiver.	Upon demand	May be from any approved vendor. <u>This fee may increase only up to the actual costs of the third-party suppliers.</u>
Ongoing Training	Varies.	Time of program/meeting	We do not charge for ongoing training programs, but you must attend mandatory training programs and pay your own expenses in training.
Ongoing Training Non-Attendance Fee	\$1,500	Upon demand	If you fail to attend mandatory training, you must pay us a nonattendance fee in the amount of \$1,500.

Type of Fee	Amount	Due Date	Remarks
Annual Franchise Meeting (AFM)	\$750 per person	Time of program/meeting	You must attend the AFM we host and pay for the conference and your own expenses in attending. If you fail to attend the AFM, you must pay us a non-attendance fee. If you have been open for less than six months as of the date of the AFM, you do not have to attend the AFM and do not need to pay a non-attendance fee. We may increase this fee at any time with 60 days' written notice to you but we will not increase it more than 50% per year. (See Item 11).
Annual Franchise Meeting (AFM) Non-Attendance Fee	\$2,000	Upon demand	If you fail to attend the AFM and you have been open for 6 months or longer at the time the AFM is held, you must pay us a nonattendance fee in the amount of \$2,000. We may increase this fee at any time with 60 days' written notice to you but we will not increase it more than 50% per year.
Additional E-Mail Fees	\$252 or our then-current fee, whichever is higher.	Yearly	We will provide you with four approved e-mail addresses in connection with the operation of the Franchised Business. If you would like more than four approved e-mail addresses, you must pay to us \$252 per year for each additional approved e-mail address or our then-current fee, whichever is higher. <u>This fee may increase only up to the actual costs of the third-party vendor.</u>
Legal and Compliance Toolkit Fee	\$1,000	Upon Demand	You must purchase access to an online resource of compliance with state and federal laws regarding operating a home care agency. <sup>7</sup>

The above is a detailed description of other recurring or isolated fees or payments that you must pay to us or our affiliates or that we or our affiliates impose or collect in whole or in part for a third party under the terms of the Franchise Agreement. Unless otherwise noted, all fees are payable to us. Unless otherwise noted, all fees payable to us will be deducted automatically by us from your operating account via ("Electronic Funds Transfer" or "EFT") in a manner more fully described in the Manuals. We reserve the right to change the method of collection at any time. No other fees or payments are to be paid to us or our affiliates, and we or our affiliates do not impose or collect any other fees or payments for any other third party. All fees are non-refundable.

**NOTES:**

<sup>1</sup> "Gross Sales" means the aggregate of all sales of services and products from all sources in connection with the Franchised Business whether for check, cash, credit or otherwise, including all proceeds from any business interruption insurance but excluding all refunds made in good faith, any sales and equivalent taxes that you collect for or on behalf of, and pay to, any governmental taxing authority, and the value of any allowance issued or granted to any client of the Franchised Business that you credit in full or partial satisfaction of the price of any services and products offered in connection with the Franchised Business. For purposes of calculating Gross Sales, the sale is made at the earlier of delivery of the service or product or creation of the customer invoice by you.

<sup>2</sup> Starting in the seventh month after your Franchised Business opens, if you did not obtain your Minimum Monthly Average Sales Quota for the prior month, you will pay the Minimum Royalty Fee. The Minimum Royalty Fee is the difference between (1) 5% of Gross Sales for the prior month, and (2) the Royalty Fee that would have been earned had you obtained your Minimum Monthly Average Sales Quota. For each Protected Territory with 20,000 or more people age 65 or older, the Minimum Monthly Average Sales Quota is:

Provision	Section in the Franchise Agreement	Summary
t. Integration/merger clause	Section 22.7	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 the executed Franchise Agreement may not be enforceable.
u. Dispute resolution by mediation or arbitration	Sections 23.7 and 23.8	Except for claims relating to the Marks, Confidential Information, covenants not to compete, money due on contracts and termination for violations of health or safety regulations, all disputes first will be subject to non-binding mediation at our corporate headquarters at the time the mediation is filed, then (if not resolved) to binding arbitration in Maricopa County, Arizona. These provisions are subject to state law.
v. Choice of forum	Section 23.2	Any litigation must be pursued in courts located in Maricopa County, Arizona at the time the litigation is filed. This section may be superseded by a specific state addenda. See Exhibit H of this Franchise Disclosure Document for more details.
w. Choice of law	Section 23.1	Arizona law applies, except that disputes over the Marks will be governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sec. 1051 et seq.). This section may be superseded by a specific state addenda. See Exhibit H of this Franchise Disclosure Document for more details.

**ITEM 18**  
**PUBLIC FIGURES**

We do not presently use any public figures to promote our franchise.

**ITEM 19**  
**FINANCIAL PERFORMANCE REPRESENTATIONS**

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

For the purposes of this Item 19, each SYNERGY HomeCare “Unit” refers to a single Protected Territory. Many SYNERGY HomeCare Businesses operate more than one SYNERGY HomeCare Unit because they have multiple Protected Territories. As of December 31, 2025, there were a total of 246 SYNERGY HomeCare Businesses in operation with a total of 626 Units. The following is a statement of the “Average Annual Gross Sales” of 186 SYNERGY HomeCare Businesses consisting of 523 Units that have been in operation for 1 year or more as of December 31, 2025, for the period from January 1, 2025 to December 31, 2025. 56 SYNERGY HomeCare Businesses consisting of 98 Units were not included in the information below because the SYNERGY HomeCare Businesses had not been in operation for 1 year or more as of December 31, 2025. 1 SYNERGY HomeCare Business consisting of 1 unit was not included because it closed after being open less than 12 months. 3 other SYNERGY HomeCare ~~businesses~~Businesses, consisting of 3 units, were not included in the information below because they are “mini” territories with less than 20,000 seniors age 65 or older. The information below also does not include 16 SYNERGY HomeCare Franchise Businesses consisting of 23 Units that closed during the 2025 calendar

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**EXHIBITS**

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- J. DIRECTORY LISTING AND DOMAIN NAME ASSIGNMENT AGREEMENT
- K. ELECTRONIC FUNDS TRANSFER AUTHORIZATION
- L. MULTI-STATE ADDENDA

Any misrepresentation under this Section or any violation of the Anti-Terrorism Laws by Franchisee, its Owners, agents, or its employees constitutes grounds for immediate termination of this Agreement and any other agreement Franchisee has entered into with Franchisor or any of Franchisor's affiliates.

“**Anti-Terrorism Laws**” means Executive Order 13224 issued by the President of the United States, the Terrorism Sanctions Regulations (Title 31, Part 595 of the U.S. Code of Federal Regulations), the Foreign Terrorist Organizations Sanctions Regulations (Title 31, Part 597 of the U.S. Code of Federal Regulations), the Cuban Assets Control Regulations (Title 31, Part 515 of the U.S. Code of Federal Regulations), the USA PATRIOT Act, and all other present and future federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority (including, without limitation, the United States Department of Treasury Office of Foreign Assets Control and any government agency outside the U.S.) addressing or in any way relating to terrorist acts and/or acts of war.

### **3. FEES**

#### **3.1. Franchise Fee**

Upon execution of this Agreement, Franchisee will pay a fee (“**Franchise Fee**”) by certified check or wire transfer to Franchisor equal to the amount described in Exhibit B. The Franchise Fee is deemed fully earned upon execution of this Agreement and is nonrefundable, except under certain conditions set forth under Section 8.3.

The Franchise Fee also includes payment for the initial license fee and training cost for Franchisor's approved scheduling software.

If after the Franchise Agreement has been signed, Franchisee desires to purchase Additional Protected Territories and Franchisor has approved Franchisee's request to purchase Additional Protected Territories pursuant to Section 2.4 and this Section 3.1 (which request may be granted or denied for any reason or no reason at all), Franchisee will pay Franchisor an additional fee within the time period required in Section 2.4. (**the “Expansion Fee”**). The Expansion Fee shall be \$44,000 for a single full protected territory. ~~the then current Initial Franchisee fee after reducing it by twenty percent.~~

There is absolutely no guaranty that Franchisee will be permitted to own more than 1 Protected Territory.

#### **3.2. Royalty Fees**

After the Franchised Business opens, on Tuesday of each week, Franchisee will pay to Franchisor without offset, credit or deduction of any nature, so long as this Agreement is in effect, a weekly fee (“**Royalty Fee**”) equal to 5% of Gross Sales for the week ending at the close of business the previous Sunday. Each weekly Royalty Fee payment will be paid through electronic transfer as set forth in Section ~~3.63-6~~.

Beginning with the seventh month after the Franchised Business opens and continuing for the rest of the Term of the Franchise Agreement, if and only if the Franchisee did not obtain the Monthly Minimum Sales Quota as set forth in Section 2.4, Franchisee shall pay to Franchisor a Minimum Royalty Fee (“**Minimum Royalty Fee**”) equal to the difference between (a) 5% of Gross Sales from the prior month, and (b) the Royalty Fee that would have been due had Franchisee obtained the Minimum Monthly Sales Quota. The Minimum Royalty Fee shall be paid two weeks following the end of a calendar month.

Each weekly Royalty Fee and Minimum Royalty Fee payment will be paid through electronic transfer as set forth in Section ~~3.63-6~~. Franchisee and Franchisor agree that the Franchise Fee, the weekly Royalty Fee, and the Minimum Monthly Royalty Fee hereunder will be earned by Franchisor prior to the date when the Fees are due to Franchisor. Franchisor may change the date and manner in which the Royalty Fee and Minimum Monthly Royalty Fee is paid to Franchisor upon notice to Franchisee.

## 18.2. Transfer by Franchisee to a Third Party

18.2.1 The rights and duties of Franchisee as set forth in this Agreement, and the Franchise herein granted, are personal to Franchisee (or its Owners), and Franchisor has entered into this Agreement in reliance upon Franchisee's personal or collective skill and financial ability. Accordingly, neither Franchisee nor any holder of a legal or beneficial interest in Franchisee may sell, assign, convey, give away, pledge, mortgage, sublicense or otherwise transfer, whether by operation of law or otherwise, any interest in this Agreement, the Franchise granted hereby, the Approved Location used in operating the Franchised Business, its assets or any part or all of the ownership interest in Franchisee without the prior written approval of Franchisor. Any purported transfer without such approval is null and void and will constitute a material breach of this Agreement.

18.2.2 Prior to contacting any broker or agent or making or receiving any offer to sell all or part of the Franchised Business, Franchisee must send written notice to Franchisor stating its desire to sell all or part of the Franchised Business, the nature of the interest that Franchisee desires to sell and such other information as Franchisor may request in connection with any intended sale of all or part of the Franchised Business; and

18.2.3 If Franchisee is in compliance with this Agreement, Franchisor's consent to such transfer may be conditioned upon the satisfaction of the following requirements:

18.2.3.1 Franchisee has provided Franchisor with the written notice required by Section 18.2.2;

18.2.3.2 Franchisee has complied with the requirements set forth in Section 19;

18.2.3.3 all obligations owed to Franchisor, and all other outstanding obligations relating to the Franchised Business, are fully paid and satisfied;

18.2.3.4 Franchisee (and any transferring Owners, if Franchisee is a business entity) has executed a general release in, or substantially similar to, the form attached as Exhibit I, of any and all claims against Franchisor, including its officers, directors, shareholders and employees, in their corporate and individual capacities including, without limitation, claims arising under federal, state or local laws, rules or ordinances, and any other matters incident to the termination of this Agreement or to the transfer of Franchisee's interest herein or to the transfer of Franchisee's ownership of all or any part of the Franchise; provided, however, that if a general release is prohibited, Franchisee will give the maximum release allowed by law;

18.2.3.5 the prospective transferee has satisfied Franchisor that it meets Franchisor's then-current management, business and financial standards, and otherwise possesses the character and capabilities, including business reputation and credit rating, as Franchisor may require in its sole discretion, to demonstrate its ability to conduct the Franchised Business;

18.2.3.6 the transferee and, if Franchisor requires, all persons owning any interest in the transferee, have executed the then-current Franchise Agreement for new franchisees, which may be substantially different from this Agreement, including different Royalty Fee and Marketing Fund Contribution rates and other material provisions, and the Franchise Agreement then executed will be for the term specified in such agreement;

18.2.3.7 the transferee has executed a general release in, or substantially similar to, the form attached as Exhibit I, of any and all claims against Franchisor and its officers, directors, shareholders and employees, in their corporate and individual capacities, with respect to any representations regarding the Franchise or the business conducted pursuant thereto or any other matter that may have been made to the transferee by Franchisee;

18.2.3.8 Franchisee has provided Franchisor with a complete copy of all contracts and agreements and related documentation between Franchisee and the prospective transferee relating to the intended sale or transfer of the Franchise;

18.2.3.9 Franchisee, or the transferee, has paid to Franchisor a transfer fee in the amount equal to \$27,500~~50% of our then-current initial franchise fee;~~

## ADDENDUM TO THE FRANCHISE AGREEMENT

### SYNERGY HOMECARE FRANCHISING, LLC

#### FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement, agreed to this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between SYNERGY HOMECARE FRANCHISING, LLC and \_\_\_\_\_, amends and revises said Franchise Agreement as follows:

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

- Sections 4 and 16 is amended to add that with respect to franchises governed by Minnesota Law, Franchisor will comply with the Minnesota Franchise Law which requires, except in certain specified cases, that Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement. In addition, consent to the transfer of the franchise will not be unreasonably withheld.
- Sections 4.2.12, 8.3 and 18.2.4 do not provide for a prospective general release of any claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
- Section 6 is amended to add that as required by Minnesota Franchise Act, Franchisor will reimburse you for any costs incurred by Franchisee in the defense of Franchisee's right to use the Marks, so long as Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim. protect the franchisee's right to use the trademarks, servicemarks, tradenames, logo types, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claims, suit, or demand regarding the use of the name.
- Section 22.2 of the Franchise Agreement is amended to add that Franchisee is not consenting to the Franchisor obtaining equitable relief, but that Franchisor may seek injunctive relief. Furthermore, a court will determine if a bond is required and the amount of the bond.
- Section 23.4 of the Franchise Agreement is amended to state that any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action for a claim is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.
- Section 23.5 is deleted in its entirety.
- Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit 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 Offering Circular or Franchise Agreement can abrogate or reduce any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or

Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

- Minn. Rule 2860.4400(J) prohibits Franchisor from requiring a security deposit except for the purposes of securing against damage to property, equipment, inventory, or leaseholds.
- Minn. Stat. § 604.113 places a cap of \$30 on service charges for NSF checks.

2. Each provision of this Addendum is effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum is deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum will govern.

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

**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.**

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

**SYNERGY HOMECARE FRANCHISING, LLC:** Franchisee: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

**ADDENDUM TO THE FRANCHISE AGREEMENT  
SYNERGY HOMECARE FRANCHISING, LLC**

**FOR THE STATE OF VIRGINIA**

This Addendum to the Franchise Agreement, agreed to this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between SYNERGY HOMECARE FRANCHISING, LLC and \_\_\_\_\_, amends and revises said Franchise Agreement as follows:

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

The following two sections apply to any Franchise Agreement entered into after June 30, 2026:

- a. Sections 7.4 and 17.2 of the Franchise Agreement is modified to provide that the post-termination non-compete will not apply to Franchisee following termination or expiration of the Franchise Agreement.
- b. Section 23.1 of the Franchise Agreement is amended to provide that the Franchise Agreement will be governed by the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum, and understands and consents to be bound by all of its terms.

**SYNERGY HOMECARE FRANCHISING, LLC:**

**Franchisee:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**FOR THE STATE OF MINNESOTA:**

1. Item 13 of the Disclosure Document is amended as follows:
  - As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), the franchisor will protect the franchisee's right to use the trademarks, servicemarks, tradenames, logo types, or other commercial symbols or indemnify the franchisee from any loss, costs, or expenses arising out of any claims, suit, or demand regarding the use of the name. reimburse the franchisee for any costs incurred by the franchisee in the defense of the franchisee's right to use the Marks, so long as the franchisee was using the Marks in the manner authorized by franchisor, and so long as franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
  
2. Item 17 of the Disclosure Document is amended as follows:
  - With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. ~~3, 4 and 5~~, which require ~~(5~~ except in certain specified cases), (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement, and (2) that consent to the the transfer of the franchise will not be unreasonably withheld.
  - Item 17 does not provide for a prospective general release of claims against Franchisor that may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release.
  - The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. Minn. Rule 2860.440(J). A court will determine if a bond is required.
  - The Limitations of Claims section must comply with Minn. Stat. §80C.17 Subd. 5.
  - Minn. Rule 2860.440(K) prohibits a franchisor from requiring a security deposit except for the purpose of securing against damage to property, equipment, inventory, or leaseholds.
  - Minn. Stat. §604.113 puts a cap of \$30 on service charges for checks returned for insufficient funds.
  - Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit 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 Statute 80C or (2) franchisee's rights to any procedures, forum or remedies provided for by the laws of the jurisdiction. In addition, nothing in the Disclosure Document or Franchise Agreement can abrogate or reduce any of franchisee's 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.

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

**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.**

## FOR THE STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for SYNERGY HomeCare Franchising, LLC for use in the Commonwealth of Virginia shall be amended as follows:

Additional Disclosure. The following statement is added to Item 8 under the title “Insurance”

We may specify a fidelity/crime coverage amount that is greater than \$25,000 if applicable law requires it or if we determine a higher amount should be obtained to provide adequate coverage under the circumstances.

The following statements are added to Item 17.h.

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

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

The following two sections apply to any Franchise Agreement entered into after June 30, 2026:

Under subsection D of § 13.1-559 of the Virginia Retail Franchising Act, for all franchises located in Virginia, the franchise contract or agreement offered or entered into pursuant to terms of this chapter shall be governed by the laws of the Commonwealth of Virginia.

Under subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act (“Act”), it is unlawful to offer or enter into a franchise agreement that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, subsection B of § 13.1-563 of the Act provides that if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years after such sale.