

**FOR USE ONLY IN THE STATES OF ILLINOIS, MINNESOTA,
NORTH DAKOTA, SOUTH DAKOTA & VIRGINIA**

FRANCHISE DISCLOSURE DOCUMENT



**THE HOMEAIDES FRANCHISE SYSTEM LLC
dba SOLENVIA**

A Connecticut limited liability company

517 CenterPoint Drive

Middletown, CT 06457

Phone: (860) 968-0237

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We offer franchises under the “SOLENVIA” name and marks for the operation and management of a business providing non-medical caregiver services for seniors and others requiring in-home care, including personal care, non-medical care, in-home care, personal care assistance, and homemaker companion services.

The total investment necessary to begin operation of a “SOLENVIA” franchise for the office model is \$160,487 to \$286,155. This includes \$71,000 that must be paid to the franchisor or affiliates. The total investment necessary to begin operation of a “SOLENVIA” franchise for the home office model is \$120,003 to \$255,196. This includes \$71,000 that must be paid to the franchisor or affiliates. The total investment necessary to begin operation of a “SOLENVIA” franchise multi-territory business of two to three territories with the office model is \$210,487 to \$346,155 and with the home office model is \$170,003 to \$315,196. This includes \$119,500 to \$169,500 that must be paid to the franchisor or affiliates.

This Disclosure Document summarizes certain provisions of your franchise agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no government 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 franchisor at 517 CenterPoint Drive, Middletown, Connecticut 06457, by phone at (860) 968-0237, or by email at bryan@solenviacaregivers.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, such as 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's Guide to Buying a Franchise*,” which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission (the “[FTC](http://www.ftc.gov)”). 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: January 7, 2026

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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 Exhibit E.
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 F 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 SOLENVIA 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 a SOLENVIA franchisee?	Item 20 or Exhibit E 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, which 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 Connecticut. 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 Connecticut than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
3. **Short Operating History.** The franchisor is at an early stage of development and has a limited operating history. This franchise is likely to be a riskier investment than a franchise in a system with a longer operating history.
4. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
5. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.
6. **Unregistered Trademark.** The primary trademark that you will use in your business is not federal 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.
7. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.
8. **Financial Condition.** The Franchisor's financial condition, as reflected in its financial statements (see Item 21), calls into question the Franchisor's financial ability to provide services and support to you.

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.

MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any document relating to a franchise:

- (a) A prohibition on the right of a franchisee to join an association of franchisees.
- (b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
- (c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
- (d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) The term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
- (e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
- (f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
- (g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

- (iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.
- (h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
- (i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than \$100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

State of Michigan
Department of Attorney General
CONSUMER PROTECTION DIVISION
Attention: Franchise Section
G. Mennen Williams Building, 1st Floor
525 West Ottawa Street
Lansing, Michigan 48913
Telephone Number: (517) 373-7117

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ITEM 1 FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor

The franchisor is THE HOMEAIDES FRANCHISE SYSTEM LLC dba SOLENVIA (“**Franchisor**”). For ease of reference, Franchisor will be referred to as “us,” “we,” or “our.” When we use “you” or “your” in this disclosure document, it means the person, partnership, limited liability company or corporation who buys the franchise. If you are a corporation, partnership, or limited liability company, certain provisions of this disclosure document also apply to your shareholders, partners, members and owners and their spouses as will be noted. If you are an individual, certain portions of this disclosure document also apply to your spouse as will be noted.

We are a Connecticut limited liability company formed on March 4, 2025. We maintain our principal place of business at 517 CenterPoint Drive, Middletown, Connecticut 06457. We conduct business under our corporate name and the SOLENVIA name. Our agents for service of process are disclosed in EXHIBIT “A” of this Franchise Disclosure Document.

We began offering franchises as of January 2026. We have not conducted a business of the type you will be operating and do not engage in any types of business activities other than franchising and providing services to our franchisees. We have not offered, nor do we currently offer, franchises in other lines of businesses.

Parents, Predecessors and Affiliates

We have no parent or predecessors.

We have one affiliate that owns and operates a business similar to the Franchised Business in Connecticut and Massachusetts and has operated, and currently operates, under the name “SOLENVIA,” and is transitioning to use the new trademark SOLENVIA. The HomeAides, LLC dba SOLENVIA, our “**Affiliate**,” is a Connecticut limited liability company formed in September 2014 with the same principal operating address as our address. The Affiliate has not offered franchises in any line of business and does not provide services to our franchisees (outside of hosting the location for initial training).

The Franchise

The franchise being offered by us is for the operation and management of a franchise known as a “SOLENVIA” business (the “**Franchised Business**” or “**Business**”). The Franchised Business is a business that focuses on providing non-medical caregiver services for seniors and others requiring in-home care, including personal care, non-medical care, in-home care, personal care assistance, and homemaker companion services (the “**Primary Services**”), through a uniform system (the “**System**”) and under the business format created and developed by us. The System consists of high standards of service, protocols and techniques, standards, and specifications, and the use of quality products.

The Franchised Businesses use our systems, standards, trademarks, service marks, and domain names. We may authorize or require the Franchised Businesses to offer additional products or services, as described in Item 16 below. You may be required to establish a separate commercial office for the operation of your Franchised Business if required by state law, but you may operate from a home office if permitted by state law.

We grant to certain qualified persons and entities franchises for the right to operate a Franchised Business and use the associated intellectual property within a designated geographic area (your “**Territory**”). Each Franchised Business offers the Primary Services designated by us to its clients. These Primary Services are

provided by employees hired by the franchisee and may be operated from a designated office (an “**Office Model**”) or from a home office (a “**Home Office Model**”). The only difference between the two models is that the Home Office Model is operated from a home office.

Franchise Agreement

We grant to certain qualified persons and entities franchises for the right to operate a Franchised Business under the Franchise Agreement attached as “EXHIBIT C” (the “**Franchise Agreement**”). If you sign the Franchise Agreement, we will grant you the right to develop and operate one Franchised Business that is located within your Territory. You will be required to develop and operate your Franchised Business in conformity with the requirements of our System and at a Franchised Business in a location that we approve in writing. If you do not have an approved site for your Franchised Business, you must select a site in accordance with the Franchise Agreement and obtain our written approval of the location. Your Franchised Business must conform to the requirements of our System.

Multi-Territory Development

We offer a multi-territory development offering under our standard form of Franchise Agreement and addendum to the Franchise Agreement (the “**Multi-Territory Development Addendum**”). If we grant you the right to develop and operate in multiple territories, you will do so according to a mandatory development schedule under which you will be required to begin offering services in each territory every three months (the “**Development Schedule**”) within a geographic area (the “**Development Area**”). For example, if you open in Territory 1 in September of 2026, you must begin offering Services in Territory 2 in December 2026. The minimum performance criteria for Territory 2 will be tied to the date you must begin offering Services in that Territory.

Each Territory will be deemed “open” when you begin offering Services in that Territory. You will be required to sign a separate Franchise Agreement for each Territory you develop. You will sign all Franchise Agreements at the same time, and the Multi-Territory Development Addendum will amend each Franchise Agreement except the first.

Market and Competition

The general market for home care services includes senior citizens over the age of 65 who prefer to live at home, as well as people under the age of 65 who may need in-home care. This is an emerging and growing market. The market is constantly changing, and we believe it will continue to grow.

You will be competing with a variety of other businesses and indirect competitors, including franchised operations, national chains, and independently owned companies offering similar or related services. Your competitors may include (i) national, regional, and local assisted living facilities, retirement homes and nursing homes, some of which may have franchised operations and provide alternative services; (ii) national, regional and local homecare service providers, some of which may have franchised operations; (iii) privately operated and independent homecare service providers; and (iv) family caregivers who make up the majority of the market. We believe that competition will continue in this industry and that modern marketing, advertising, and management strategies must be used in order to compete effectively.

Laws and Regulations

As a franchisee, you may be subject to general business, employment, and other laws and regulations. You should consult with your attorney and local, state, and federal government agencies before buying your Franchised Business or any business to determine all legal requirements and consider their effects on you

and the cost of compliance. You must investigate, satisfy, and remain in compliance with all local, state, and federal laws, since they vary from place to place and can change over time.

Many states, counties and local jurisdictions require that home care agencies obtain professional licenses to provide personal in-home care. You must check your state, county, and local jurisdictions about these requirements. Some states impose moratoriums on the issuance of home health or home care agency licenses periodically. You must investigate the requirements and the availability of licenses in your state. We have some resources available to reference these state laws, but you must investigate, understand, and comply with any federal, state, or local law applicable to your business. Certain states will require that you have a nurse or administrator as part of your staff. You should verify if you must meet this requirement for your state. You should consult with your own legal counsel to determine the applicability of these and other laws and regulations to the operation of your Franchised Business.

The Primary Services are generally non-medical, private pay home care, meaning the consumer pays the franchisee for services that are not deemed medical. Traditional Medicare does not cover non-medical services provided by SOLENVIA franchisees. Franchisees may become Medicaid certified for the provision of non-medical personal care tasks and may choose to provide service to clients who are eligible for some coverage of SOLENVIA's services by a long-term care insurance policy. If you choose to become Medicaid or Medicare certified, or accept long-term care insurance, additional federal, state, or local laws may apply.

Various federal and state laws regulate the privacy and security of patient health care information. As noted above, the Primary Services are for non-medical, private-pay home care, and franchisees do not furnish traditional health care services. The Health Insurance Portability and Accountability Act (HIPAA), as amended by the federal Health Information Technology for Economic and Clinical Health (HITECH) Act, may apply to the operation of a franchisee's business depending on the specific services provided (HIPAA only applies if the franchisee provides "health care services" as defined by HIPAA). Although HIPAA may or may not apply to a given franchisee's business, we require that all franchisees comply with HIPAA to ensure the highest level of protection of client information. Under HIPAA, healthcare providers have certain legal obligations to keep a client's healthcare information confidential and are also required to disclose that information to clients and third parties when requests are properly submitted. In addition, franchisees must ensure the privacy and security of client healthcare information shared with any "business associate" as defined under the HITECH Act, such as service providers, attorneys, or third-party billing companies. Note that many states also have laws regulating the privacy and security of patient health care and other personal information, and these laws may impose even greater restrictions and obligations on a Franchised Business regarding the privacy and security of client healthcare and other personal information.

ITEM 2 BUSINESS EXPERIENCE

Bryan Dylewski – Founder and Chief Executive Officer

Bryan Dylewski has served as Founder and Chief Executive Officer (a) for us since our inception; and (b) for our Affiliate since September 2014.

Anthony Rodriguez – Marketing Manager

Anthony Rodriguez has served as Marketing Manager (a) for us since our inception; and (b) for our Affiliate since December 2020.

ITEM 3 LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fee

When you sign a Franchise Agreement, you will pay us a non-refundable initial franchise fee (the “**Initial Franchise Fee**”) of \$59,500 for one territory.

Software Implementation Fee

When you sign a Franchise Agreement, you will pay us a non-refundable software implementation fee of \$1,500, which covers initial setup, customization of modules and fields, user onboarding and training, email template and workflow configurations, initial reporting and dashboard buildouts, and integration with existing systems, and ensures the CRM is tailored to the franchisee, its market or territory, and SOLENVIA’s sales processes.

Military Veteran Incentive

If a prospective franchisee qualifies for the military veteran discount, we offer a 10% discount off your initial franchise fee for the first Territory you purchase. To qualify for the military veteran discount, you must provide us with acceptable documentation of your honorable discharge from the U.S. Armed Forces (including a valid form DD214).

Grand Opening Advertising

You must have a grand opening event during the period beginning 30 days before opening and ending 60 days after opening, which we will conduct on your behalf. You must pay us \$10,000 at the signing of the Franchise Agreement (per Territory), and we will work with you to determine the most effective way to spend those funds.

Multi-Territory Development Fee

If we grant you the right to operate in multiple Territories, you will pay us a non-refundable Multi-Territory Development Fee (the “**Multi-Territory Development Fee**”) equal to the following:

Number of Territories	Total Multi-Territory Development Fee
2	\$99,500
3	\$139,500
4	\$169,500
5	\$199,500

We may authorize or award the right to develop more than five territories depending upon the circumstances of the prospect including, without limitation, financial capacity. The Multi-Territory Development Fee is

payable in full upon execution of the Franchise Agreements. The Multi-Territory Development Fee is fully earned upon payment and is non-refundable.

The number of territories to be developed by you is determined between you and us at the time of signing the Franchise Agreements and will depend on the market area and the size of the geographic region. Each territory will operate under a separate Franchise Agreement, but you will not be required to pay a separate initial franchise fee for each Territory after the payment of the Multi-Territory Development Fee.

Except as disclosed above, all initial fees are uniformly imposed and non-refundable.

ITEM 6 OTHER FEES

Type of Fee ¹	Amount	Due Date	Remarks
Royalty	7% of Gross Revenues ² for the first \$1,500,000 in annual Gross Revenues; plus, 6% of Gross Revenues for those annual Gross Revenues between \$1,500,000.01 and \$3,000,000; plus, 5% of those annual Gross Revenues above \$3,000,000.	Weekly via ACH ¹ on Tuesday for the Gross Revenues for the week ending the immediately preceding Sunday.	If you do not meet the minimum performance standards, you will be required to pay that amount of Royalty Fee that would have been paid had you met the minimum performance standard for that year.
Brand Fund	2% of Gross Revenues.	Payable at the same time and in the same manner as the Royalty Fee.	We will not begin collecting under the Brand Fund until we have franchisees operating in 10 Territories.
Minimum Local Advertising Marketing and Promotional Expenditures	Greater of 2% of monthly Gross Revenues or \$2,000.	As incurred, measured monthly.	You must spend not less than \$2,000 each month on pre-approved marketing within your Territory, which shall include the cost of required branded marketing materials and other advertising. Any amounts contributed to a Regional Cooperative shall reduce this required expenditure. You must purchase branded marketing materials for local marketing efforts and other advertising and promotional materials from our approved supplier, Yac Promo Items.
Client Billing Services	\$5 per client billing cycle	Payable monthly, no later than the 7 th calendar day of each month for the previous month of service	Fees are assessed based on the total number of active clients each month that are billed during a billing cycle.

Type of Fee ¹	Amount	Due Date	Remarks
		via ACH.	
Call Center and Client Intakes ³	\$5 per client call during the subject month	Payable monthly, no later than the 7 th calendar day of each month for the previous month of service via ACH.	Fees are assessed based on the total number of inbound leads each month and include handling of all calls, lead intakes, and assistance with client onboarding by the Home Care Coordinator team.
Dispatch and Route Building ⁴	\$250/month for each 10-pickup grouping (pro-rated).	Payable monthly, no later than the 7 th calendar day of each month for the previous month of service via ACH.	Only payable if used.
Technology Fee	Currently, \$440 per month. Can be increased up to 10% on an annual basis.	Payable monthly, no later than the 7 th calendar day of each month for the previous month of service via ACH.	<p>This includes licenses for 2 people for use of certain of the required software programs. If you require additional licenses, you must pay us for those separately at a rate of \$45/per month/per user for Zoho One and \$1/per month/per user billed annually for Signitic.</p> <p>Technology Fee is for support of our communication systems and POS. We may increase this fee with 30 days' prior notice, subject to the cap.</p> <p>This fee includes the expense of your required use of pre-authorized payment and computerized point-of-sales systems, credit verification systems, automatic payment systems, EFT systems, or automatic banking system.</p>
Software Fees (Accounting & Applicant Tracking)	\$125 per month – Accounting Program. \$250 per month – Applicant Tracking.	Payable monthly, for the previous month of service, which is paid to a third party (and the payment date is determined by the third party).	
Microsoft Teams VOIP provided by CallTower	\$56.78 per month	Payable monthly	Paid directly to third party

Type of Fee ¹	Amount	Due Date	Remarks
Convention Fee	Up to \$1,500 for 2 people; \$600 per each additional attendee.	Upon demand.	<p>Will be debited automatically from your bank account by ACH or other means designated by us. You must still pay even if you do not attend.</p> <p>If you fail to attend a conference once we have one, you must still pay the convention fee, billed, and drafted with your royalties in a lump sum following the conference.</p>
Successor Fee	25% of the then-current initial franchise fee.	Upon signing the then-current form of franchise agreement.	Payable if we approve your renewal request and upon signing our then-current franchise agreement per Territory. You must comply with all of the renewal conditions outlined in the Franchise Agreement in order to be considered for a renewal request.
Transfer Fee	\$10,000	The transfer fee is paid upon application to transfer.	<p>Payable only if we approve your transfer request (and will be refunded less our actual expenses if approval is rejected).</p> <p>We will waive the fee one time if you are an individual transferring to an entity wholly controlled and owned by you.</p> <p>Any third-party offer for your Franchised Business is subject to our right of first refusal.</p>
Operations Manual Replacement Fee	\$500	Upon demand.	Payable if you request that we replace your physical copy of the Operations Manual.
Additional Attendee Fee	\$500 per person	Upon demand (but before initial training).	If you wish to send additional employees to the initial training program outside of normally scheduled programs.
Additional Training Fee ⁵	Then-current fee, which is currently \$500 per person, per day, plus expenses incurred.	Upon demand (prior to beginning of additional training).	This fee is the same if training is provided at your Franchised Business or at our headquarters.
Local and Regional Advertising Cooperatives	As established by cooperative members.	As established by cooperative members.	Established by cooperative members, but will not exceed, and will reduce, the Minimum Local Advertising Marketing and

Type of Fee ¹	Amount	Due Date	Remarks
			Promotional Expenditures.
Interest	1.5% per month or highest rate allowed by law.	Upon demand.	Payable on all overdue amounts, fees, charges, and payments due to us under the Franchise Agreement. Interest rate cannot exceed legal rate allowed by law and may be adjusted to reflect same.
Reporting Non-Compliance	\$150 per occurrence.	Within 14 days of invoice.	Payable for your failure to timely submit reports and/or financial statements as required under the Franchise Agreement. We may impose this fee in addition to (and not in lieu of) any other remedies available under the Franchise Agreement or at law or equity.
Operations Non-Compliance	\$500 per violation, per day, after the expiration of cure period until the non-compliance is remedied to our satisfaction, plus our actual fees, costs, and expenses.	Within 14 days of invoice.	Payable for your failure to comply with operational standards under the Franchise Agreement, plus our actual fees, costs, and expenses. We may impose this fee in addition to (and not in lieu of) any other remedies available under the Franchise Agreement or at law or equity.
Payment Non-Compliance	\$150 per occurrence.	Upon demand.	Payable for your failure to timely pay any amount due to us under the Franchise Agreement (in addition to interest, costs, and legal fees) or if your bank account possesses insufficient funds and/or fails to process a payment or transfer related to a fee due from you to us. We may impose this fee in addition to (and not in lieu of) any other remedies available under the Franchise Agreement or at law or equity.
Audit Fee ⁶	Our actual costs and expenses.	Upon demand.	For costs incurred by us for each financial audit, provided the audit determines underreporting of 2% or greater during any designated audit period. Includes fees incurred by us including

Type of Fee ¹	Amount	Due Date	Remarks
			audit, legal, travel and accommodations.
Quality Assurance Audit	Our actual costs and expenses.	Upon demand.	Payable if we engage a third party to perform periodic quality assurance audits, including mystery shopper programs.
Non-compliance Costs and Expenses	Our actual fees, costs, and expenses.	Upon demand.	Fees, costs, and expenses incurred by us as a result of your breach or noncompliance with the terms of your Franchise Agreement (in addition to any other fees listed in the Franchise Agreement) including, without limitation, costs and expenses incurred by us in collecting fees due to us, and/or to enforce the terms of the franchise agreement or a termination of the franchise agreement. Includes costs and expenses of re-inspections required by quality assurance audit.
Management Fee	5% of Gross Revenues in the event we must operate the Franchised Business as permitted under the Franchise Agreement, plus our actual costs and expenses.	Weekly with Royalty payment.	
Indemnification	The amount of any claim, liability, or loss we incur from your Franchised Business, plus our actual costs and expenses.	Upon demand.	You will indemnify us against any costs arising out of the Franchised Business' operation, the business you conduct under the Franchise Agreement, or your breach of the Franchise Agreement.
Post-Termination or Post-Expiration Expenses	Our actual costs and expenses.	Upon demand.	

Notes:

(1) Except as noted, all fees and costs in this Item 6 are imposed by and payable to us, are non-refundable, and are uniformly imposed on new system franchisees. However, existing franchisees who signed a different form of franchise agreement may pay different fees.

You will be required to sign an ACH Authorization Form (attached to the Franchise Agreement as ATTACHMENT "F"), permitting us to electronically debit your designated bank account for payment of

all fees payable to us (other than the initial franchise fee), as well as any amounts that you owe to us or our affiliates for the purchase of goods or services. You must deposit all Gross Revenues into the bank account designated on the ACH Authorization Form and ensure that there are sufficient funds available for withdrawal before each due date. You must install at your expense and use any pre-authorized payment and computerized point-of-sales systems, credit verification systems, automatic payment systems, electronic funds transfer systems, or automatic banking system that we may require, which is reasonably related to the operation of your Franchised Business and the franchise system, or to allow you timely to make all payments to us by electronic debit. You must pay all service charges and other fees charged by your bank so that we can electronically debit your account and all service charges and other fees that your bank charges for any electronic debits that are not honored or processed by your bank for any reason (in addition to all of the fees, costs, and expenses that are recoverable under the Franchise Agreement).

You must pay us all taxes that are imposed upon us or that we are required to collect and pay by reason of the furnishing of products, intangible property (including trademarks), or services to you.

(2) **“Gross Revenues”** means the total amount of all revenue, sales, and income, whether for cash or credit and regardless of collection, generated by you arising from, connected with, or related to the sale of all goods, merchandise or services and all business transacted at, from or through your Franchised Business, directly or indirectly, including but not limited to:

- (a) all sales of goods and services, whether sold or provided in-person, remotely, or via the Internet;
- (b) all deposits not refunded to customers;
- (c) the full value of barter transactions and trade-outs, as determined by us;
- (d) all proceeds from orders taken or sales made outside the Franchised Business if such orders or sales are fulfilled from or attributed to the Franchised Business; and
- (e) all other receipts from the operation of the Franchised Business.

“Gross Revenues” shall not include (i) any bona fide refunds, chargebacks, credits, and allowances actually made in good faith to customers; (ii) any sales taxes, use taxes, or other taxes collected from customers and paid to the appropriate taxing authority; (iii) bona fide employee discounts as approved by Franchisor in writing; or (iv) the discount value of any coupon, voucher or other allowance that we authorize at the time you redeem the client’s coupon, voucher or allowance. No deductions shall be made for any commissions, uncollected accounts, or credit card processing fees, unless specifically approved in writing by Franchisor.

You must use the software that we designate to enter all sales (Zoho CRM), scheduling (AxisCare), financial and billing data (QuickBooks Online), vehicle routing (Samsara), and documentation management (PandaDoc). We reserve the right to access your computer system and this required software to obtain Gross Revenues information. Any Gross Revenues reports received late may be subject to a late fee.

Royalties are calculated monthly with payment due upon receipt of the invoice.

No later than the third calendar day of each month, you must send us a Gross Revenues report for the Gross Revenues collected during the prior month. If you fail to timely report your Gross Revenues, we may debit your account 120% of the royalty fee owed for the immediately prior period. We will reconcile with actual Royalties owed once we have the required Gross Revenues data.

(3) Franchisees may advertise a local number, but all inbound calls must route through the national intake line for quality assurance and intake tracking. We define a lead as any inbound call for a franchise territory regarding services and/or employment. All leads for services will include a Client Intake, which will immediately be forwarded to the designated Franchisee for follow-up. The shared call center will not discuss pricing or caregiver availability with the lead or prospective client.

(4) Caregiver pickup counts are calculated by pick up and drop off log in Samsara and reconciled through Axiscare. All POD's ("Proof of Deliveries") must be complete at the end of each payroll cycle prior to the payroll submission to ensure all caregiver deductions are complete.

(5) You will pay an additional training fee if we must train new owners or managers after you open unless they attend a regularly scheduled training session. We will provide initial training to three (3) designees free of charge prior to the opening of your Franchised Business.

(6) We estimate audit expenses to include a per diem cost, plus wages, meals, lodging, and travel expenses. If any inspection by us of your books and records discloses that you understated Gross Revenues or the amount owed to us for the period of the report by two percent (2%) or more, you are required, in addition to paying us the amount of the understatement and applicable late fees and interest, to reimburse us for all costs and expenses connected with the inspection (including accounting and attorneys' fees). All of these amounts due are payable upon receipt of an invoice from us. If an audit or financial review reveals an understatement by you of five percent (5%) or more for any calendar year, then in addition to paying the additional amounts due, interest as calculated above and the full cost of the audit or financial review for the entire period of examination, your understatement will constitute a material and incurable breach of the Franchise Agreement, which will entitle us to terminate the Franchise Agreement immediately upon notice to you, with no opportunity to cure.

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT FOR OFFICE MODEL

TYPE OF EXPENDITURE¹	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ²	\$59,500	\$99,500	Lump sum	At signing of Franchise Agreement	Us
Construction, Leasehold Improvements ³	\$2,000	\$5,000	As incurred	Before opening	Contractor/Third-party providers
Furniture and Fixtures ⁴	\$550	\$3,300	As incurred	Before opening	Contractor/Third-party providers
Equipment ⁵	\$6,634	\$46,830	Lump sum	Before opening	Third-party providers
Signage (interior and exterior) ⁶	\$3,800	\$7,500	As incurred	Before opening	Third-party providers
Computer, Software and Point of Sales System ⁷	\$2,792	\$6,656	Lump Sum	Before opening	Us and Third-party providers

TYPE OF EXPENDITURE¹	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Opening Inventory ⁸	\$315	\$1,300	As incurred	Before opening	Third-party providers or us
Rent Deposits ⁹	\$5,384	\$8,075	As incurred	Before opening	Landlord
Utility Deposits ¹⁰	\$1,500	\$1,800	As incurred	Before opening	Utility providers
Insurance Deposits and Premiums ¹¹	\$442	\$1,590	As arranged	Before opening	Insurance company
Pre-opening Travel Expense ¹²	\$1,000	\$3,100	As incurred	Before opening	Airline, hotel, restaurants
Grand Opening Advertising ¹³	\$10,000	\$10,000	Lump sum	At signing of Franchise Agreement	Us
Professional Fees ¹⁴	\$5,100	\$10,000	As arranged	Before opening	Attorneys, accountants
Business Licenses and Permits ¹⁵	\$650	\$2,100	As incurred	Before opening	Licensing Authorities
Printing, Stationery and Office Supplies ¹⁶	\$460	\$1,150	As incurred	Before opening	Third-party providers
Additional funds – 3 Months ¹⁷	\$60,360	\$78,254	As incurred	After opening	Various
TOTAL¹⁸	\$160,487	\$286,155			

YOUR ESTIMATED INITIAL INVESTMENT FOR HOME OFFICE MODEL

TYPE OF EXPENDITURE¹	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Initial Franchise Fee ²	\$59,500	\$99,500	Lump sum	At signing of Franchise Agreement	Us
Furniture and Fixtures ⁴	\$0	\$2,800	As incurred	Before opening	Contractor/Third-party providers
Equipment ⁵	\$6,484	\$46,830	Lump sum	Before opening	Third-party providers
Signage (interior and exterior) ⁶	\$500	\$800	As incurred	Before opening	Third-party providers
Computer, Software, and Point of Sales System ⁷	\$2,792	\$6,656	Lump Sum	After opening	Third-party providers

TYPE OF EXPENDITURE ¹	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Opening Inventory ⁸	\$315	\$1,300	As incurred	After opening	Third-party providers
Insurance Deposits and Premiums ¹¹	\$442	\$1,590	As arranged	Before opening	Insurance company
Pre-opening Travel Expense ¹²	\$1,000	\$3,100	As incurred	Before opening	Airline, hotel, restaurants
Grand Opening Advertising ¹³	\$10,000	\$10,000	Lump sum	At signing of Franchise Agreement	Us
Professional Fees ¹⁴	\$2,500	\$10,100	As arranged	Before opening	Attorneys, accountants
Business Licenses and Permits ¹⁵	\$650	\$2,100	As incurred	Before opening	Licensing Authorities
Printing, Stationery and Office Supplies ¹⁶	\$460	\$1,150	As incurred	Before opening	Third-party providers
Additional funds – 3 Months ¹⁷	\$35,360	\$69,270	As incurred	After opening	Various
TOTAL¹⁸	\$120,003	\$255,196			

NOTES:

1. General: This is an estimate for the development of a single Franchised Business. We do not offer direct or indirect financing for any of these items. None of the fees payable to us are refundable. Payments to third-party vendors generally are not refundable unless you make other arrangements with a vendor.
2. Initial Franchise Fee: The standard initial franchise fee is the same for all similarly situated franchisees. The low amount is for one Territory and the high amount is for two Territories. Please see Item 5 for more information.
3. Construction, Leasehold Improvements: You must provide a suitable commercial space for your business. Typical locations are strip centers and commercial office buildings. A typical office will range in size from 1,200 to 1,800 square feet. This range will vary depending on size, condition, and location of the premises. In addition, your landlord may require a security deposit. This estimate does not include architect fees or general contractors because we assume you will not need those services.
4. Furniture and Fixtures: Only basic office furniture is required for operation of your Business (desk, chairs, and décor). If you lease an executive suite or shared office space, furniture and furnishings may be included at no additional charge.
5. Equipment: This range includes estimated costs associated with Phones, Name Badge Printer, and Vehicle (current recommendation 2024 4DR Ford Escape Hybrid). The low estimate assumes you

will finance, while the high estimate assumes you will purchase. Estimate does not include transportation or set up charges.

6. Signage: This range includes the estimated costs to acquire the signage required for your location (which will vary based on size of location and geography), which may include wall signage for exterior of the building, interior signage such as logo graphics for windows etc., and interior brand identification such as wall graphics and vehicle wraps.
7. Computer, Software and Point of Sales System: This range includes estimated costs of computers, printers, WiFi, accounting software, collaboration software, technology implementation for your Franchised Business, including ZoHo One, Signitic, Qvinci, Quickbooks, Microsoft Office, and Microsoft Exchange email services provided through the Affiliate, for 3 to 6 months (\$24 for 2 accounts with 50 GB of storage for 3 months and \$240 for 5 accounts with unlimited storage for 6 months).
8. Opening Inventory: This includes the cost of obtaining uniforms and mattresses (for when caregivers have live-in requirements).
9. Rent Deposits: This represents the security deposit for office model, which assumes you will have to pay first and last month's rent along with a security deposit.
10. Utility Deposits: This represents security deposits for electricity, gas, and water for an office model.
11. Insurance Deposits and Premiums: You must purchase and maintain insurance coverage from approved suppliers as specified in the Franchise Agreement or Manual. See Item 8 for greater detail. This range is an estimate of 1 year of insurance premiums (not including workers' compensation, which varies widely by location).
12. Pre-opening Travel Expense: You must attend, and complete to our satisfaction, the initial training program in Connecticut. You are responsible for arranging transportation, as well as expenses incurred while attending on-site education, including meals and lodging. The total cost will vary depending on the number of people attending, distance, and mode of transportation, and type of accommodations you choose. The low figure assumes virtual training and no visitation to another location. The high figure assumes 2 people attending on-site education, and 3 or more people attending in-person initial training.
13. Grand Opening Advertising: You must have a grand opening event during the period beginning 30 days before opening and ending 60 days after opening, which we will conduct on your behalf. You must pay us \$10,000, and we will work with you to determine the most effective way to spend those funds. You may choose to spend more on marketing. This range includes the estimated costs for 3-6 months for local marketing and advertising efforts. The low figure of this range is your required minimum for 3 months. The high figure includes an estimated spend on various advertising methods for 6 months. This amount does not include expenses related to Brand Fund contributions or caregiver recruiting spend.
14. Professional Fees: You may require the services of an attorney, CPA, or other advisor when you establish your business. This range includes the estimated costs for these services, which may vary depending on your business needs and state requirements.
15. Business Licenses and Permits: Depending on your state and local government licensing requirements, you may be required to pay registration fees to perform personal care services. These

fees vary from state to state. It is your responsibility to review, understand, and comply with all laws pertaining to your business.

16. Printing, Stationery and Office Supplies: This estimate includes but is not limited to the following items: business cards, office supplies, printer paper, staples/stapler, pens and markers, sticky notes, folders, and binders.
17. Additional Funds: We recommend that you obtain certain additional certifications (Dementia certification training through the National Council of certified Dementia Practitioners “NCCDP” Training provided by Atwood Dementia Group). This category also includes wages and payroll taxes for caregivers during the initial caregiver onboarding process. It does not include caregiver wages paid for providing services, which should be fully funded from client payments collected before providing services. This category does not include employee wages or an owner’s distribution, salary, or living expenses. We have relied on the experience of the Affiliate in preparing this estimate, which has been operating a business similar to the Franchised Business since 2017.
18. Total Estimated Initial Investment: We have relied on the experience of the Affiliate in preparing the estimates in the chart, which has been operating a business similar to the Franchised Business since 2017.

**YOUR ESTIMATED INITIAL INVESTMENT FOR MULTI-TERRITORY BUSINESS
(COMMERCIAL OFFICE)**

TYPE OF EXPENDITURE¹	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Multi-Territory Fee ²	\$99,500	\$139,500	Lump sum	At signing of Franchise Agreement	The Initial Franchise Fee is paid to us
Grand Opening Advertising for All Territories	\$20,000	\$30,000	Lump sum	At signing of Franchise Agreement	Us
Cost to Open First Franchised Business ^{1,3}	\$90,987	\$176,655	As incurred	Before opening	Contractor/Third-party providers
TOTALS	\$210,487	\$346,155			

**YOUR ESTIMATED INITIAL INVESTMENT FOR MULTI-TERRITORY BUSINESS
(HOME OFFICE)**

TYPE OF EXPENDITURE¹	LOW AMOUNT	HIGH AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Multi-Territory Fee ²	\$99,500	\$139,500	Lump sum	At signing of Franchise Agreement	The Initial Franchise Fee is paid to us
Grand Opening Advertising for All Territories	\$20,000	\$30,000	Lump sum	At signing of Franchise Agreement	Us
Cost to Open First Franchised Business ^{1,3}	\$50,503	\$145,696	As incurred	Before opening	Contractor/Third-party providers
TOTALS	\$170,003	\$315,196			

NOTES:

1. All fees and payments are non-refundable, unless otherwise stated or permitted by the payee.
2. You do not pay a separate Initial Franchise Fee for any Territory that was covered by the Multi-Territory Development Fee.
3. This figure represents the total estimated initial investment to develop in the first Territory (from the table in Item 7 above), less the Initial Franchise Fee (which is included in the Multi-Territory Fee) and less the Grand Opening Advertising spend (included in Row 2 above). It does not include the cost to open in the second and third Territory.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Source Restricted Purchases and Leases – Generally

Our specifications and list of approved and designated suppliers are contained in the Manual. We will notify you of any changes to our specifications or list of approved or designated suppliers. We may notify you of these changes in various ways, including written or electronic correspondence, verbal or telephonic notification, amendments or updates to the Manual, bulletins, or other means of communication. There is no limit on our right to make changes to the approved and designated suppliers and required purchases.

Supplier Criteria

Upon your written request, we will provide you with any objective specifications pertaining to our evaluation of a supplier, although certain important subjective criteria (e.g., product appearance, design, functionality, etc.) are important to our evaluation but cannot be described in writing and we may require any supplier to sign a non-disclosure agreement prior to being provided with the confidential criteria.

If you want to purchase or lease a source-restricted item from a non-approved supplier, you must send us a written request for approval and submit any additional information that we request. We may require that you send us samples from the supplier for testing at your sole cost. We may also require that we be allowed

to inspect the supplier's facilities at your sole cost. We will notify you of our approval or disapproval within a reasonable time after we receive your request for approval (not to exceed 60 days) plus all additional information and samples that we require. We may, at our option, re-inspect the facilities and products of any approved supplier and revoke (in writing) our approval if the supplier fails to meet any of our then-current criteria. We do not charge a fee to review proposed suppliers, however, we may require you to pay us the costs incurred by us to review and evaluate a potential supplier, product, or service that you submit to us for approval (that we have not previously approved), including, without limitation, samples and site visit reimbursements.

Source Restricted Purchases

As described below in more detail, we currently require that you purchase or lease certain source-restricted goods and services. We estimate that 50% of the total purchases and leases that will be required to establish your Franchised Business and 60% of your ongoing operating expenses will consist of source-restricted goods or services.

The following items must be purchased only from approved suppliers:

- **Marketing materials, promotional products, and all digital marketing services.**

We must approve all of your marketing materials before you use them and all must comply with our standards once approved. You must purchase all branded marketing materials, stationery, and other items only from us or other suppliers that we designate or approve, which is not us. Please note that certain items may be subject to minimum order requirements. You may market your Franchised Business in accordance with our social media policy. We may require that you utilize our designated supplier for social media marketing services and exclusively use our designated social media platform. The expenses of such advertising materials are disclosed in Minimum Local Marketing and Promotional Expenditures in Item 6 and Grand Opening Advertising in Item 7.

- **Computer software** (see Item 11 for more information)
- **Background checks**

The following items must be purchased in accordance with our standards and specifications:

- **Signage** (from a supplier of your choosing)
- **Vehicle** (Ford Escape Hybrid)
- **Computer hardware** (see Item 11 for more information)
- **Lease**

If you do not operate out of a home office and instead operate out of a separate office, we do not review the terms of your lease. However, if you will lease the premises for your office, you must ensure that your landlord signs the Lease Addendum that is attached to the Franchise Agreement as ATTACHMENT "D." If your landlord refuses to sign the Lease Addendum in substantially the form attached to the Franchise Agreement, we may require that you find a new site for your office.

- **Insurance**

You must obtain the insurance coverage that we require (whether in the Franchise Agreement or in the Manual). The required coverage currently includes:

- Commercial General Liability- \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage including products liability, personal & advertising liability on an occurrence form including abuse and molestation for not less than \$300,000 aggregate;
- Property insurance- Coverage written on Special Form Basis on all assets including inventory, furniture, fixtures, equipment, supplies, buildout and property of others used in the operation of the Franchised Business using 100% Replacement Cost;
- Business Income & Extra Expense- For not less than 50% of your gross sales or 12 months Actual Loss Sustained basis and include extended period of indemnity for 180 days; including Franchisor's Royalty Fees;
- Professional liability - \$2,000,000.00 limit to cover errors and omissions claims in providing professional services to your clients;
- Auto liability - \$1,000,000 Combined Single Limit Liability for all owned, non-owned and hired autos used in the franchised business;
- Third Party Crime – a policy for \$25,000 for theft of a client's property by one of your employees;
- Workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and Employer's Liability coverage with a minimum limit of \$1,000,000; if applicable
- Umbrella Liability - \$1,000,000 limit to extend over the Commercial General Liability, Automobile Liability, and Employer's Liability coverages;
- Employment Practices Liability - \$1,000,000 limit for employment wrongful acts including third party liability for harassment and discrimination of non-employees, also including a minimum of \$100,000 Wage & Hour Defense coverage and the policy must name us as Co-Defendant;
- Cyber Liability - \$1,000,000 limit including but not limited to cyber data breaches, identity theft, PCI compliance, ransomware, notification costs and defense expenses and social engineering sublimit of a minimum of \$100,000; and
- any other insurance that we specify in the Manual from time to time.

All insurance must be provided by an A- VII rated insurance company by Best's Insurance Review and be acceptable to us and secured from an approved vendor. We reserve the right to require use of a single approved broker at any time, with which you will need to comply. You must send us a certificate of insurance naming us as an additional insured on all liability policies except the Employment Practices Liability policy, where you will name us as a co-defendant. If you do not comply with these insurance requirements, we reserve the right, but not the duty, to force-place insurance on your behalf and charge you any premium due plus an administration charge, which will be payable immediately to us. All policies must contain a waiver of subrogation, be primary and non-contributory to any insurance we might carry, and provide 30 days' written notice of cancellation to us as an additional insured.

Purchase Agreements

We may negotiate group rates, including price terms, for the purchase of equipment and supplies necessary for the operation of the Franchised Business for the benefit of our franchisees. Presently, there are no purchase or supply agreements in effect for source restricted purchases and there are no purchasing or distribution cooperatives that you must join. You do not receive any material benefits for using designated or approved suppliers other than having access to any discounted pricing that we negotiate.

Franchisor Revenues from Source Restricted Purchases

We are currently an approved supplier for ZoHo, Quickbooks, and AxisCare, with said fees included in the Technology Fee. We may designate ourselves as an approved or designated supplier for other items in the future.

There are no approved or designated suppliers in which any of our officers owns an interest.

We do not currently receive rebates, payments, or other material benefits from suppliers based on franchisee purchases but we reserve the right to do so in the future.

ITEM 9 FRANCHISEE’S OBLIGATIONS

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

	Obligation	Section in Agreement*	Item in Disclosure Document
a.	Site selection and acquisition/lease	Section 8.1 and Attachments C and D	Items 7 and 11
b.	Pre-opening purchases/leases	Sections 8.2, 13.3, 13.5 and 13.6	Items 5, 7, 8 and 11
c.	Site development and other pre-opening requirements	Sections 8.1 & 8.2	Items 6, 7 and 11
d.	Initial and ongoing training	Sections 5 & 6	Items 6 and 11
e.	Opening	Section 8.2	Item 11
f.	Fees	Sections 6.2, 12.1 and 14	Items 5, 6 and 7
g.	Compliance with standards and policies/Operations Manual	Sections 8.1, 12.3 and 13	Item 11
h.	Trademarks and proprietary information	Section 18	Items 13 and 14
i.	Restrictions on products/services offered	Sections 13.2 and 13.3	Item 16
j.	Warranty and customer service requirements	Section 13.1	Item 11
k.	Territorial development and sales quotas	Section 3.3	Item 12
l.	Ongoing product/service purchases	Section 13.4	Item 8

	Obligation	Section in Agreement*	Item in Disclosure Document
m.	Maintenance, appearance, and remodeling requirements	Sections 13.3 and 13.7	Item 11
n.	Insurance	Section 16.1	Items 6, 7 and 8
o.	Advertising	Section 12	Items 6, 7 and 11
p.	Indemnification	Section 19	Item 6
q.	Owner's participation/ management/staffing	Section 9	Items 11 and 15
r.	Records/reports	Sections 16.2 and 16.3	Item 6
s.	Inspections/audits	Sections 7.2 and 17	Items 6 and 11
t.	Transfer	Section 20e	Item 17
u.	Renewal	Section 4	Item 17
v.	Post-termination obligations	Section 22	Item 17
w.	Non-competition covenants	Section 15	Item 17
x.	Dispute resolution	Section 23	Item 17
y.	Other (Franchise Owner Agreement: brand protection covenants, transfer restrictions and financial assurance for owners and spouses)	Attachment E	Item 15

* Unless otherwise noted, Section references are to the Franchise Agreement.

ITEM 10 FINANCING

We do not offer direct or indirect financing. We will 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.

Before you open your Franchised Business, we will:

1. License you the Marks. (Franchise Agreement, Section 2).
2. Review and approve the location of your office (if you are not operating from a home office). We do not assist you with conforming the premises to local ordinances and building codes or obtaining any required permits. We do not typically own and lease the premises to you, and you will purchase or lease the premises from third parties. (Franchise Agreement, Section 8.1).
3. Provide you with access to the Manual. (Franchise Agreement, Section 7.1).

4. Provide you with written specifications for the goods and services you must purchase to establish your Franchised Business, as well as a written list of approved and/or designated suppliers for purposes of acquiring these goods and services. We do not deliver or install any of the items that you are required to purchase. (Franchise Agreement, Section 7.3).
5. Provide an initial training program. (Franchise Agreement, Section 5.1).

We will not provide any of the following guidance: (i) constructing, remodeling, or decorating the premises; or (ii) hiring and training employees.

Site Development (Franchise Agreement, Sections 8.1, 8.2, and ATTACHMENT “C”)

If you have an office outside your home, your office must be between 1,200 and 1,800 square feet. You must locate and obtain our approval of the office from which you will operate your Franchised Business. Generally, we assume you will have an office outside of the home, and you must obtain our prior written approval in the event you want to operate out of a home office. The premises must be located within the Territory identified in ATTACHMENT “B” to the Franchise Agreement and must conform to our minimum site selection criteria. If you have more than one Territory, you will not have to operate each Territory from a separate office so long as the Territories are contiguous (unless otherwise approved). Site selection is your responsibility, but we may provide reasonable assistance with location selection by considering population density, traffic patterns, and proximity of the proposed site to other Franchised Businesses or any reasonable criteria, and we will consider those factors in reviewing a proposed site. If you fail to obtain our approval of your site before your required opening date, we may terminate your Franchise Agreement.

We do not review the terms of your lease. However, if you will lease the premises for your office, you must use your best efforts to ensure your landlord signs the Lease Addendum that is attached to the Franchise Agreement as ATTACHMENT “D.” If your landlord refuses to sign the Lease Addendum in substantially the form attached to the Franchise Agreement, we may require that you find a new site for your office.

You must, at your sole expense, construct and equip your office to the specifications contained in the Manual. Currently, we do not impose any requirements that would require you to significantly modify or remodel your office, although we may impose these requirements in the future. You agree to maintain a professional office with standard fixtures, furnishings, equipment, and supplies that we require from time to time.

Initial Training Program (Franchise Agreement, Section 5)

The pre-opening training program will be based out of our Middletown, CT location over the course of two (2) weeks. We will train up to two (2) people: at least one owner, manager, lead caregiver, or senior administrator must attend. We expect to conduct the initial training after you have completed pre-opening activities and/or state-mandated requirements. A pre-opening checklist contained in the Operations Manual, provided after you sign the Franchise Agreement, will help you complete critical steps and prepare for initial training. We typically schedule training four (4) to six (6) times a year, approximately every eight (8) to 12 weeks. Ideally, you will attend training within three (3) to five (5) weeks of launch. Your attendees must successfully complete the initial training program to our satisfaction before you open your Franchised Business. You may send other owners and employees to initial training, but it is not required.

There is no minimum period of time after signing the Franchise Agreement or before opening that training must be completed, but you must complete it within the amount of time needed to open on time, as outlined in the Franchise Agreement. You must successfully complete training before opening and pass the pre-opening on-site inspection before receiving approval to open your business to the public.

The initial training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Virtual Training	Hours of On-The-Job Training	Location
Introduction: Welcome, Our Brand Culture, History, Mission, and Vision	2	0	Middletown, CT
Personnel: Scheduling, Team Management, and Development	2	6	Middletown, CT
Marketing: Advertising, Promotions, Networking, Our Services, Building the Client Relationship	2	4	Middletown, CT
Sales: Networking, Offerings, Building the Client Relationship, and Obtaining Agreements/Contracts	4	14	Middletown, CT
Operations: Providing Services, Daily Administrative Procedures, Vehicle Maintenance, Supplier Relationships, Safety and Security, HIPAA Compliance	6	12	Middletown, CT
Financial Management: Fiscal Responsibility, Goal Setting, KPIs and Reporting, Billing, Insurance Reimbursement, Royalties, and Franchise Obligations	6	2	Middletown, CT
Review: Assessment, Next Steps in Planning Launch of Your Location	2	2	Middletown, CT
TOTAL HOURS	24	40	
TOTAL	64		

The Operations Manual will be the basis of our instruction, reinforced with hands-on training, including observation and visual instruction. We will employ video and virtual instruction to cover the virtual training topics identified on the chart below prior to the start of the pre-opening training program. You will not be charged an additional fee for any of the training materials unless you send more than two (2) people to initial training (see “Training Fees and Costs” below).

Zeke Lombard will oversee initial training. He has two and a half (2.5) years of experience with us and seven (7) years of experience in the industry. We will provide two (2) days of in-market support following

the conclusion of your pre-opening process, where we will assess your launch marketing plans and the capacity to operate the Franchised Business. The priority of in-market visits, as well as subsequent opening approvals, will be based on the order in which executed franchise agreements are received. If approved, you may launch; if not approved, we may require additional training. We may, at any time during the term of the Franchise Agreement, decertify any previously certified personnel if we learn or determine that a person is regarded as no longer complying with our standards and procedures. Any person who has been decertified must satisfactorily complete a training or re-training program to receive our certification. We reserve the right to charge for training personnel who have been decertified.

You must pay for your and your employees' costs and expenses in connection with attendance at the training. In addition, all management personnel and other personnel working at the Franchised Business must satisfactorily complete all state- and local government-required training and must meet all required licensing requirements.

If you request, and we agree to provide, additional or special guidance, assistance, or training during this opening phase, you must pay our then-applicable charges, including our personnel's per diem charges and travel and living expenses.

Opening Requirements (Franchise Agreement, Section 8.3)

You may not open your Franchised Business before: (i) your successful completion of the initial training program and on-site inspection by us; (ii) you purchase all required insurance and send us proof of insurance coverage; (iii) you obtain all required licenses, permits, credentialing (if applicable) and other governmental approvals; and (iv) we provide our written approval of your office.

We anticipate that a typical SOLENVIA franchisee will open their Franchised Business within three (3) months after signing the Franchise Agreement. Some of the factors that may affect this timing are identification of a suitable location, financing, obtaining required licensing (if required by the laws applicable in your state), the extent to which an existing location must be upgraded or remodeled, delayed installation of equipment and fixtures, completion of training, obtaining insurance, and complying with local laws and regulations. You must open the Franchised Business within four (4) months after signing the Franchise Agreement.

During the operation of your Franchised Business, we will:

1. Provide you with ongoing guidance and recommendations on methods and procedures for the purchase and use of equipment, materials, forms, displays, supplies, and other items needed to operate the Franchised Business. (Franchise Agreement, Section 7.3).
2. Provide you with reasonable telephone (via toll-free line) and e-mail support, or other method of communication designated by us, during our business hours. (Franchise Agreement, Section 7.3).
3. Upon your request, assist you in the development and use of administrative and general operating procedures. (Franchise Agreement, Section 7.3).
4. Periodically visit your office to inspect your operations and provide guidance and recommendations on ways to improve the marketing and/or operation of your Franchised Business. (Franchise Agreement, Section 7.2).
5. Provide periodic training programs. (Franchise Agreement, Section 5.3).

6. Maintain the website that will include a list of all SOLENVIA franchisees that are in good standing with us. We may modify the content of and/or discontinue this website at any time in our sole discretion. (Franchise Agreement, Section 7.7).
7. Provide you with a dedicated SOLENVIA landing page on our corporate website to promote your Franchised Business. See Section below titled “Computer System” for additional information. (Franchise Agreement, Section 7.7).
8. Maintain the brand development fund. (Franchise Agreement, Sections 7.6, 12.1 and 12.2).

During the operation of your Franchised Business, we may, but need not:

1. Research and develop new or substitute products and/or services for sale by your Franchised Business. (Section 7.9).
2. Negotiate purchase agreements with suppliers to allow you to purchase certain goods or services at discounted prices. We may also purchase items in bulk at discounted prices and resell them to you at our cost plus shipping and a reasonable markup. (Franchise Agreement, Section 7.8).
3. Hold periodic national or regional conferences to discuss business and operational issues affecting SOLENVIA franchisees. (Franchise Agreement, Section 6).
4. Upon your request, provide additional training or assistance (either virtually, at our headquarters, or in your Territory). (Franchise Agreement, Section 5.4).
5. Conduct periodic group conference calls to discuss relevant matters with our franchisees. (Franchise Agreement, Section 5).

We will not provide any of the following guidance: (i) constructing, remodeling, or decorating the premises; or (ii) hiring and training employees.

Ongoing Training; Conferences (Franchise Agreement, Sections 5 and 6)

From time to time, we may require that your Managing Owner, managers, and other employees attend systemwide refresher or additional training courses, but we will not require that you attend more than seven (7) days per calendar year. You must pay for your and your employees’ costs and expenses in connection with attendance at the training. If you appoint a new Managing Owner or manager, that person must attend and successfully complete our initial training program before assuming responsibility for the management of your Franchised Business.

You may also request that we provide additional training (either at corporate headquarters/offices or within your Territory). We are not required to provide this additional training, and we reserve the right to charge you a fee in connection with this additional training (as outlined below).

You (or your Managing Owner) and/or other previously trained and experienced managers and employees must attend and complete various training courses that we periodically provide at designated times and locations, as well as periodic conventions, regional meetings, and conferences specified by us. Currently, all franchisees (or their Managing Owner or manager, as we may designate) are required to attend regional and annual conferences and meetings. We may charge reasonable registration or similar fees for these courses. Currently, the attendance fee for the national conference will be approximately \$1,500 for 2 people,

plus \$600 for each additional attendee. We charge a fee for the national conference for each required attendee (even if you do not attend). In addition, you must pay all travel and lodging costs to attend.

Training Fees and Costs

If we train new owners or managers after you open your Franchised Business, we may charge you a \$500 training fee for each person trained; however, we may waive the fee if the trainee attends a regularly scheduled training session. If you request additional on-site training from us, we may charge you a training fee of up to \$500 per person, per day, and you must also reimburse us for all costs that we incur for training supplies, food, lodging, and travel. We may charge a training fee for any periodic system-wide refresher or additional training program that we require. You are responsible for all expenses and costs that your trainees incur for training, including wages, travel, and living expenses.

Manual (Franchise Agreement, Sections 7, 13.1 and 13.2)

We will lend you our Brand Standards Manual (the “**Manual**”) for the term of your Franchise Agreement in the format that we determine is appropriate (including paper copies and/or by making some or all of the Manual available through an Internet website, a portal, links to online learning modules, or an extranet), and we may change how we provide the Manual from time to time. The Manual may include, among other things, (i) a description of the authorized goods and services that you may offer at your Franchised Business; (ii) mandatory and suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for SOLENVIA franchisees; (iii) mandatory reporting and insurance requirements; (iv) mandatory and suggested specifications for your office; and (v) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Franchised Business and a list of any designated or approved suppliers for these goods or services. The Manual is designed to establish and protect our brand standards, and the uniformity and quality of the goods and services offered by our franchisees. We can modify the Manual at any time, and the modifications will become binding 10 days after we send you notice of the changes. All mandatory provisions contained in the Manual are binding on you. The Manual is confidential and remains our property. As of December 31, 2025, the Manual contains a total of 140 pages. A copy of the Table of Contents to the Manual is attached to this Disclosure Document as EXHIBIT “D.”

Computer System (Franchise Agreement, Section 13.6)

You must obtain, use, and maintain a computer system with specifications that we establish, including hardware (a tablet or laptop with Wi-Fi capability and a desktop (either PC or Mac) with high-speed internet access), dedicated phone and internet lines, printers, and other related accessories and equipment. We will have unlimited independent access to all information generated and stored in these systems.

We estimate the cost of your computer system will range from \$2,792 to \$6,656. Neither we nor any other party has any obligation to provide ongoing maintenance, repairs, upgrades, or updates to your computer system. One of the computer software providers offers the required security services. Annual costs for optional maintenance updating, upgrading, or support contracts for your computer system will range from [\$0 to \$500]. Other than that, we are not aware of any optional or required maintenance, updating, upgrading, or support contracts relating to your computer system.

We will require you to use a “SOLENVIA” e-mail address (that is, one that will contain a Top-Level Domain Name that we designate, for example, john.jones@SOLENVIA.com) (the “**Official E-mail Address**”) related to the operation of your Franchised Business. We may require that you and your employees sign standard terms and conditions with the software provider for use of the Official E-mail

Address, and you may be required to pay ongoing fees to a third party in connection with the Official E-mail Address.

You must maintain the computer system in good working order at your expense. During the term of your Franchise Agreement, you may be required to upgrade or change your computer hardware and/or software to conform to our then-current specifications. There are no contractual limitations on the frequency or cost of these upgrades or changes. We reserve the right to change the software or technology that you must use or add new software or technology at any time.

We may charge you for any software or technology that we license or sublicense to you. If we sublicense the software from a third party, we will collect from you all amounts that we must pay the licensor based on your use. If we license you software that we develop or own, we may charge commercially reasonable initial and ongoing licensing and support fees.

Currently, you must obtain and use in the Franchised Business the following software (and all such fees are included in the Technology Fee in Item 6):

Zoho One (CRM) Monthly maintenance and reporting fee: \$150

AxisCare (scheduling software) Paid to third-party supplier

EBM (Office 365 and security) Paid to third-party supplier

Qvinci \$100 setup fee

- Zoho One (CRM)
User Licenses: \$45/per month/per user (included in Item 6) | + \$1,500 Set-Up and Implementation Fee (One-Time Fee)
Monthly maintenance and reporting fee: \$150 per month
- Signitic (Email Signature Software)
User Licenses: \$1/per month/per user billed annually
- AxisCare (scheduling software)
Paid to third-party supplier
- EBM (Office 365 and security)
Paid to third-party supplier
- Technology Fee
\$440 per month (may be increased by 10% on an annual basis)
- Accounting Fee (Quickbooks Online)
\$125 per month
- Qvinci
\$100 setup fee

Advertising (Franchise Agreement, Section 12.3)

Grand Opening & Local Advertising

You must have a grand opening event during the period beginning 30 days before opening and ending 60 days after opening, which we will conduct on your behalf. You must pay us \$10,000, and we will work with you to determine the most effective way to spend those funds. In addition to the grand opening plan, you must spend the greater of \$2,000 per month and 2% of your Gross Revenues on pre-approved advertising

and business development marketing expenditures, which may include monies paid to sales and marketing personnel. We will measure your compliance with this requirement on a monthly basis. You must participate at your own expense in all advertising, promotional, and marketing programs that we require, and you may spend more than what we require. We reserve the right to collect these amounts from you and pay our third-party supplier to spend these amounts on your behalf.

To assist our franchisees and promote brand consistency, we may create a library of customizable, “plug and play,” branded marketing materials for use by our franchisees in their local marketing efforts, and we may make other advertising and promotional materials and services available for purchase by you from an approved supplier. Materials available may include print advertising materials, posters, banners, multimedia, and miscellaneous point-of-sale items. We may use the Brand Development Fund to pay for the creation and distribution of these materials to you (but not for your printing costs or costs to purchase finished materials from third parties). If the price that you pay exceeds the cost of production, the approved supplier may provide us with credits for use in connection with system upkeep and development. We may use both outside advertising and marketing agencies and internal staff to create advertising. We will provide reasonable marketing consulting, guidance, and support throughout the franchise term on an as-needed basis. You must use the branded marketing materials that we make available in your local marketing efforts unless we agree in writing to exempt you from this requirement.

You must purchase branded marketing materials for local marketing efforts and other advertising and promotional materials from our approved supplier, as outlined in the Manual.

You may not use any advertising materials that have not been prepared by or previously approved by us. You must submit to us any advertising materials that you prepare or modify, and we will have 15 days to review and either approve or reject the materials. Our failure to disapprove any advertising materials that we did not prepare or previously disapprove within the 15-day period will constitute our approval of the materials. Your advertising must conform to policies that we prescribe. You may use direct advertising only directed to customers located within your Territory. We may specify third parties that you must use for the design and development of your local advertising; however, you will be required to pay those third parties directly without any offset to your required local expenditure requirements.

Brand Fund

The image of the SOLENVIA brand, the Marks, and Franchised Businesses held by the public in general, by clients, and by SOLENVIA’s managers and employees, is important to the System and the Marks.

At this time, we have not created a “**Brand Fund**”; however, when we have 10 Franchised Businesses open and operating, we may create the Brand Fund and, once created, you must contribute to the Brand Fund an amount equal to up to 2% of your Gross Revenues, payable in the same manner as the Royalty. We will specify, and periodically modify, with sixty (60) days' prior written notice to you, the required contribution level, at our sole discretion. Our affiliate-owned business (that will transition to the SOLENVIA brand) is required to contribute to the Brand Fund in the amount of 1% of Gross Revenues. No portion of the Brand Fund contributions will be used primarily to solicit new franchise sales, however, we reserve the right to include on any template advertising materials language such as “New Franchises Available” and applicable contact information. We will have sole discretion to use the Brand Fund, and monies in the Brand Fund, for any purpose that we designate that we believe will enhance and protect the brand and Marks, will improve and increase public recognition and perception of the SOLENVIA brand and Marks and the Businesses, and will improve and enhance the perception of the Businesses held by franchisees, managers, and other employees of the Franchised Businesses.

We did not collect any contributions to the Brand Fund during our prior fiscal year.

We do not owe any fiduciary obligation to you for administering the Brand Fund or any other reason. The Brand Fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. We will use all interest earned on Marketing Fund contributions to pay costs before using the Brand Fund's other assets.

We will prepare an annual, unaudited statement of Brand Fund collections and expenses. The statement will be available for your review upon written request, 60 days after issuance of our audited financial statements. We may have the Brand Fund audited annually, at the Brand Fund's expense, by an independent certified public accountant.

We are not required to spend any amount of the Brand Fund in your area or Territory. We do not guarantee or assure that any Business will benefit directly or in proportion to its Brand Fund contribution.

Advertising Cooperatives

We encourage franchisees to develop and participate in informal advertising cooperatives and collective advertising and marketing programs in their respective market areas, although no such cooperatives are currently required. We have the right to require participation in an advertising cooperative.

Advisory Council

We reserve the right to establish a franchisee advisory council ("**Owners Advisory Council**") comprised of franchisees or representatives of franchisees for the purpose of fostering communications among franchisees and with us and may advise on advertising policies. We reserve the right to establish legal, administrative, and organizational framework for the Owners Advisory Council or any committee. We also reserve the right to discontinue the Owners Advisory Council, or any committee, at any time. At the time of this disclosure, such Owners Advisory Council does not yet exist.

Online Sites

In furtherance of our policies regarding Online Sites and the presence of the "SOLENVIA" brand on the Internet, we have the right to establish, maintain, and modify one or more Online Sites that identify the "SOLENVIA" brand, system, and businesses that operate under our Marks. We will establish webpages on one website that identify individual Franchised Businesses. You will have the right to promote your Franchised Business using these webpages, and to utilize and modify these webpages, provided that you comply with our Online Site and Internet policies and our other System Standards. Our current website is identified as "<https://www.solenviafranchise.com>." Our current website strategy, which we have the right to change from time to time, includes utilizing our website and various webpages for lead generation purposes, press releases, brand marketing, promotion, and dissemination of other information related to the Businesses. We have the right to establish, maintain, and modify different types of online properties, including mobile versions of our Online Sites and static and dynamic landing pages. Unless we have otherwise approved in writing, you must neither establish nor permit any other party to establish an Online Site relating in any manner whatsoever to the Franchised Business or referring to the Marks. We will have the right, but not the obligation, to provide one or more references or webpage(s), as we may periodically designate, within our Online Site. The term "Online Site" means one or more related documents, designs, pages, or other communications that can be accessed through electronic means including, but not limited to, the Internet, World Wide Web, webpages, microsites, mobile phones, social networking sites (e.g., Facebook, X, LinkedIn, YouTube, Google Plus, Google Business, TikTok, Pinterest, etc.), blogs, vlogs, applications to be installed on mobile devices (e.g., iPad or Droid apps), and other applications, etc.

E-Mail, Internet, and Other Media

You must use our designated supplier for all marketing content. You must comply with our requirements (which are either described in the Operations Manual, System Standards or otherwise in writing) with respect to the transmission of all e-mails in connection with the Franchised Business, and in connection with discussing, advertising, or disseminating any information, or otherwise having a presence, on the Internet, or in any other media, regarding the Franchised Business. These activities include participation in any Internet “blogs” or social networking sites. Any similar activities which are not expressly permitted in the Operations Manual or otherwise in writing, or for which you have not previously received our approval, will be subject to our approval of advertising as described above.

Lead Generation and/or Call Center

Currently, we operate a call center to provide lead generation services to our network of Home Care Businesses. Charges and fees for a call center and/or lead generation services are outlined in Item 6. We may require you to use the call center or lead generation services, or we may only recommend that you do. If you participate and use the call center or lead generation services, you must comply with all rules, policies, and requirements specified by the provider and us regarding such services. We reserve the right to add to, modify, or eliminate approved, recommended, or required products, services, or suppliers at any time.

ITEM 12 TERRITORY

Your Territory

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.

Except as outlined below, you will receive a protected marketing Territory with a population of 300,000 people (minimum of 25,000 residents of age 65 or older) in total population in which we will not grant any person, corporate or franchised, the right to market the sale of Services. The Territory will be described in terms of contiguous zip codes designated by us. Other franchisees and corporate-owned locations may provide Services within your Territory.

You will operate from 1 location approved by us and must receive our permission before relocating. Any relocated site for your office must be within your Territory, you must comply with site selection requirements, and you must close the original location before opening the new location.

Reservation of Rights and Alternative Channels of Distribution

We and our affiliates reserve the following rights:

- Right to operate, or to grant others the right to operate, a SOLENVIA franchise anywhere that we deem appropriate outside your Territory.
- Right to operate businesses that use SOLENVIA’s service marks within or outside the Territory, other than in-home care service businesses providing the same services offered by the Businesses.
- Right to develop and own other franchise systems for the same or similar services using trade names and trademarks other than the Marks.
- Right to purchase, be purchased by, or merge or combine with, businesses that directly compete with the Businesses.

- To own, operate, or license others to own or operate a business offering the same or similar products and services as the Franchised Business, whether under the Marks or any other trademarks, in the following venues, without any obligation to Franchisee and without such operation:
 - Hospitals or medical campuses or assisted living facilities;
 - Military bases or government facilities;
 - College or university campuses; and
 - Any other location we reasonably determine to be a nontraditional or captive venue.

Although we have not done so, we and our affiliates may sell products under the Marks within and outside your Territory through any method of distribution other than a dedicated Franchised Business, including sales through channels of distribution such as the Internet, telemarketing, or other direct marketing sales (together, “**alternative distribution channels**”). You may not use alternative distribution channels to make sales outside or inside your Territory except as described in the following paragraph, and you will receive no compensation for our sales through alternative distribution channels except as described in the following paragraph.

If our corporate website or other online marketing efforts generate any leads for potential clients located within your Territory, we will refer the potential clients to you. If you decline to service, or are unable to service, a referred client, we (or an affiliate or third party, including another franchisee) may contract with, and service the client, and you will not be entitled to any compensation relating to that client.

We and our affiliates can use alternative channels of distribution to make sales within your Territory of products or services under trademarks different from the Marks you will use under the Franchise Agreement, but we and our affiliates have not yet made any sales of this type.

Additional Franchises or Territories

You are not granted any options, rights of first refusal, or similar rights to acquire additional Territories or franchises. However, as described in Item 5, if you wish to purchase additional franchised Territories, you may do so at any time, but the discounted initial franchisee fee for an additional Territory does not extend to any Territory purchased after the initial Franchise Agreement is signed.

Restrictions on Marketing and Sales Activities

You may advertise or solicit business within your Territory on your own or cooperatively with other franchisees. You may advertise in a medium such as television, radio, or newspaper that covers your Territory but has some circulation outside of your Territory. You may not advertise directly to potential referral sources or consumers outside of your Territory

Corporate Accounts

We reserve the right to develop a corporate accounts program for the benefit of the System, franchisees, and operators of Businesses. A “**Corporate Account**” is a client, a group of clients, or an organization or entity that has the right, by common ownership, control, or legal status, to arrange for services to be provided at multiple locations and/or for multiple clients. Corporate Accounts may include a variety of organizations, such as state or local government agencies, insurance companies, or institutional referral sources. The locations of some of the Corporate Account clients may be in your Territory, and they may also have locations in other territories or areas. If you fail to service a Corporate Account, we reserve the right to service that Corporate Account or refer another franchisee to service that Corporate Account.

Competitive Businesses Under Different Marks

Currently, neither we nor any affiliate of ours intends to operate or franchise another business under a different trademark that sells products or services similar to the products or services offered at a Business. However, we reserve the right to do so in the future.

Minimum Performance Criteria

You must achieve and maintain, at a minimum, the Minimum Performance Criteria per Territory during each applicable 12-month “Year of Operation” as follows:

Year of Operation	Annual Gross Revenues
1	\$225,000
2	\$225,000
3	\$750,000
4	\$750,000
5	\$1,000,000
6	\$1,000,000
7	\$1,000,000
8	\$1,000,000
9	\$1,000,000
10	\$1,000,000

A “Year of Operation” is a 12-calendar-month period beginning on the first day of the sixth full calendar month immediately after your opening and ending 12 months thereafter, and each Year of Operation will be the annual anniversary of said date. A Territory will be deemed “open” when you begin offering Services in that Territory. You will be required to sign a separate Franchise Agreement, and Multi-Territory Development Addendum, at the same time that you sign the Franchise Agreement for the first Territory. You must expand into another Territory every three months after the initial opening. For example, if you open in Territory 1 in September of 2026, you must begin offering Services in Territory 2 in December 2026. The minimum performance criteria for Territory 2 will be tied to the date you must begin offering Services in that Territory (and each Territory thereafter).

After the last calendar month of each Year of Operation identified in the chart, we will evaluate whether you have satisfied the minimum Gross Revenues for that Year of Operation. If you fail to comply with these minimum performance requirements, we will put you on a performance improvement plan but if you fail to cure that default within the performance improvement plan period, then we may take one of the following actions: (i) reduce the size of your Territory; (ii) modify or eliminate the territorial protections granted to you (i.e., make your territory non-exclusive); or (iii) terminate this Agreement. You must also pay us the minimum royalty fee outlined in the Franchise Agreement for each Year of Operation if you fail to meet the minimum Gross Revenues.

ITEM 13 TRADEMARKS

We grant you the right to operate a business under the name “SOLENVIA.”

We have filed an intent-to-use trademark application for the following mark with the United States Patent and Trademark Office (“USPTO”):

Description of Mark	Principal or Supplemental Register of the United States Patent and Trademark Office	Registration or Application Date	Registration or Serial Number
SOLENVIA	Principal	01/02/2026	99575768

We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We intend to file all required affidavits for the Mark described above.

There are presently no effective determinations of the USPTO, any trademark trial and appeal board, any state trademark administrator, or any court, any pending interference, opposition, or cancellation proceeding involving any of the above-referenced Marks. Except for the intercompany license agreement by and between us and our affiliate, there are no currently effective agreements that significantly limit our rights to use or license the use of the Marks listed in this section in a manner material to the franchise. The intercompany license agreement is one (1) year with auto renewals (except if terminated earlier). Any successor in interest must honor the terms of the Franchise Agreement and termination shall not affect your rights to use the Proprietary Marks. The intercompany license agreement is terminable upon bankruptcy of either party and cannot be modified without the consent of both parties. There are no other uses or superior previous rights known to us that can materially affect your use of the Marks. There is no pending material federal or state court litigation regarding our use or ownership rights in any Mark.

We have the right to control any administrative proceedings or litigation involving a Mark licensed by us to you. You must notify us immediately when you learn about an infringement of or challenge to your use of our Marks. We will take the action necessary to protect the unauthorized use of our Marks. We will indemnify, hold you harmless, and will reimburse you for your liability and reasonable costs in connection with defending our Marks. To receive reimbursement, you must have notified us immediately when you learned about the infringement or challenge, and you must have used the Marks only in accordance with the Franchise Agreement. We are not otherwise required to protect your rights to use the Marks, nor must we defend you against any infringement, unfair competition, or any other claim respecting your use of the Marks. The Franchise Agreement does not require us to take any affirmative action when notified of any use or claim related to the Marks.

You must modify or discontinue the use of a Mark if we modify or discontinue it, and you will pay for all the costs you incur to modify or discontinue any Mark. The Franchise Agreement does not grant you any rights if we require you to modify or discontinue the use of a Mark. Provided that you are not in default under the Franchise Agreement or any other agreement with us or our affiliates, the Franchise Agreement requires us to indemnify you and your Owners and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any Claim asserted against you and/or your Owners based upon the violation of any third party’s intellectual property rights caused by your use of our Marks in strict compliance with the terms of the Franchise Agreement.

ITEM 14 PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

Patents and Copyrights

We do not have an ownership interest in any patents or pending patent applications that are material to the Franchised Business. We have not registered any copyright with the United States Copyright Office, but we claim copyrights on certain forms, advertisements, promotional materials, and other written materials as well as our website. We also claim copyrights and other proprietary rights in the SOLENVIA Confidential Brand Standards Manual.

There are no agreements currently in effect which significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the USPTO, the U.S. Copyright Office (Library of Congress), or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this disclosure document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them in any state.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for Marks described in Item 13 of this disclosure document.

Confidential Information

All of your employees, other than managers who sign a Brand Protection Agreement as discussed in Item 15, must sign a Confidentiality Agreement, the form of which is attached to the Franchise Agreement as ATTACHMENT "H".

In connection with the franchise relationship, we will disclose to you proprietary and confidential information that constitutes trade secrets of the SOLENVIA System, including in general terms the following:

- Our proprietary caregiver recruitment, screening, background-check, and client-matching methodology;
- Our service plan development and ongoing care management systems, including client assessment, check-in, and caregiver performance management processes;
- Our caregiver transportation and reliability system, which is a distinguishing operational feature of the System;
- Our client intake, care coordination, and scheduling procedures, including our live-in caregiver meet-and-greet process;
- Our pricing methodology and flexible service plan structure;
- Our marketing, referral development, and client acquisition methods; and
- The content of our Confidential Operations Manual, including all operating procedures, quality standards, and caregiver management protocols contained therein.

You will not acquire any interest in Confidential Information, other than the right to use it as we specify in operating the Franchised Business during the Franchise Agreement's term, and that Confidential Information is proprietary and is disclosed to you only on the condition that you: (1) will not use

Confidential Information in any other business or capacity; (2) will keep each item deemed to be part of Confidential Information absolutely confidential, both during the Franchise Agreement's term and after the term for as long as the item is not generally known in the employment and/or health care and/or in-home care industries; (3) will not make unauthorized copies of any Confidential Information disclosed via electronic medium or in written or other tangible form; and (4) will adopt and implement reasonable procedures to prevent unauthorized use or disclosure of Confidential Information, including restricting its disclosure to Franchised Business personnel and others and using non-disclosure and non-competition agreements with those having access to Confidential Information. There may be, however, certain limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Operations Manual.

We have the right to regulate the form of agreements that you use and to be a third-party beneficiary of those agreements with independent enforcement rights. You are obligated to maintain in your files those executed confidentiality agreements we specify and make them available to us upon request.

Improvements

If you develop any improvements to Franchised Business, including enhancements, adaptations, derivative works, modifications, or new processes (the "**Improvements**") in operating the Franchised Business, you must grant back to us exclusive rights to these Improvements, without payment. You may not use the Improvements in your Franchised Business without our express written consent. We reserve the right to incorporate the Improvements into our System and to allow all franchisees to use the Improvements without payment. If we decide to apply for patent or copyright protection for any Improvements, it will be at our expense, and you and your employees must sign all documents needed to enable us to do so.

Confidential Manuals

We will loan you during the term of the Franchise Agreement one copy of our Operations Manual, which could include hard copies, computer software, other electronic media, information distributed electronically or via the Internet, or our extranet (if one is developed), and/or written materials. Any required specifications, standards, and/or operating procedures exist to protect our interests in the System and the Marks and to create a uniform customer experience, and not for the purpose of establishing any control or duty to take control over those day-to-day operational matters that are reserved to you.

You must keep your copy of the Operations Manual current and in a secure location at the Franchised Business (whether secured virtually or in hard copy). If there is a dispute over its contents, our master copy of the Operations Manual controls. The Operations Manual's contents are confidential, and you may not disclose the Operations Manual to any person other than Franchised Business employees who need to know its contents. You may not at any time copy, duplicate, record, or otherwise reproduce any part of the Operations Manual. If your copy of the Operations Manual is lost, destroyed, or significantly damaged, you must obtain a replacement copy from us. We may assess you our then applicable printing or copying charge. This charge is for our direct costs and is not related to any value that we place on the Confidential Information.

At our option, we may post some or all of the Operations Manual on a restricted Online Site or extranet to which you will have access. If we do so, you must monitor and access the Online Site for any updates to the Operations Manual or System Standards of which we will notify you of material updates. Any passwords or other digital identifications necessary to access the Operations Manual on an Online Site will be deemed to be part of Confidential Information.

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

The Franchise Agreement requires that you designate an owner who will be primarily responsible for the daily management and supervision of the Franchised Business (the “**Managing Owner**”). We must approve the owner that you appoint to serve as the Managing Owner. The Managing Owner must dedicate his or her full-time efforts to your Franchised Business unless you choose to delegate management functions to a manager. Any new Managing Owner must successfully complete the initial training program before becoming involved with the supervision, management, or operation of the Franchised Business. The Managing Owner must also complete any mandatory refresher or advanced training courses that we require.

You may hire a manager to assume responsibility for the daily management and supervision of your Franchised Business, but only if: (i) the manager meets all of our minimum standards and criteria for managers (as described in the Manual); (ii) the manager successfully completes the initial training program; (iii) the manager signs a Brand Protection Agreement, the form of which is attached to the Franchise Agreement as ATTACHMENT “G” (a “**Brand Protection Agreement**”); and (iv) the Managing Owner agrees to assume responsibility for the supervision and operation of your Franchised Business if the manager is unable to perform his or her duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement manager. We do not require that the manager own any equity interest in the franchise.

All of your employees and other agents or representatives who may have access to our confidential information must sign a Brand Protection Agreement. If you are an entity, each owner (i.e., each person holding an ownership interest in you) and the spouse of each owner must sign a Franchise Owner Agreement, the form of which is attached to the Franchise Agreement as ATTACHMENT “E.”

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer for sale to the public only those types of products and services that are authorized and approved by us. You must offer all goods and services that we designate as required for all franchises.

We may change the products and services your Franchised Business is permitted or required to offer, and there are no restrictions on our right to make these changes.

You are not restricted as to whom you may sell within your Territory or outside of your Territory, except as described in Item 12.

We may offer you advice or guidance about recommended prices you may wish to charge for products and services that we believe are reasonable, but you are free to set your own prices. The only exception to this is when we specify a maximum price that you may charge for a product or service, which we may do in general or for a limited time, such as the duration of an ad or promotion. You then must follow the maximum price we specify (to the extent permissible by applicable law).

You also must operate your Franchised Business during the minimum hours we specify.

ITEM 17 RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN FRANCHISE AGREEMENT	SUMMARY
a. Length of the franchise term	Section 4.1	Term is equal to 10 years.
b. Renewal or extension of the term	Section 4.2	If you meet our conditions for renewal, you can enter into 1 successor franchise agreement. The renewal term will be 10 years, for a total maximum term of 20 years (the parties may mutually agree to extend or renew the franchise beyond 20 years).
c. Requirements for you to renew or extend	Section 4.2	<p>You must: not be in default; have substantially complied with your obligations during the term; give us timely notice; sign our then-current form of franchise agreement and related documents; sign a general release; pay the renewal fee; remodel or upgrade your office to comply with our then-current standards and specifications (in addition to other obligations for remodels and upgrades) (if applicable); maintain possession of your office under your lease (if applicable); and take any additional action that we reasonably require.</p> <p>If you renew, you may be required to sign then-current form of franchise agreement and related documents which may contain materially different terms and conditions than the original contract.</p>
d. Termination by you	Section 21.1	You can terminate only if we fail to cure a material default within the cure period (subject to state law).
e. Termination by us without cause	Section 21.4	We can terminate without cause if you and we mutually agree to terminate.
f. Termination by us with cause	Sections 21.2 & 21.3	We can terminate if you default.
g. "Cause" defined – curable defaults	Section 21.3	You have 15 days to cure any monetary default. You have 30 days to cure any other default (other than defaults described below under "non-curable defaults").
h. "Cause" defined – noncurable defaults	Section 21.2	The following defaults cannot be cured: failure to successfully complete training; failure to open in timely manner; insolvency, bankruptcy or seizure of assets; abandonment of franchise; failure to maintain required license or permit; conviction of certain types of crimes or subject of certain administrative actions; failure to comply with material law; commission of act that may adversely affect reputation of System or Marks; health or safety

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN FRANCHISE AGREEMENT	SUMMARY
		hazards; material misrepresentations; 2 nd underreporting of any amount due by 3% or more; unauthorized transfers; unauthorized use of our intellectual property; violation of brand protection covenant; breach of Franchise Owner Agreement by owner or spouse; termination of your lease due to your default; receipt of 3 or more default notices in any 12-month period; or termination of any other agreement between you and us or an affiliate due to your default.
i. Your obligations on termination/non-renewal	Section 22	Obligations include: complete deidentification; cease use of intellectual property; return of Manual and all branded materials; assignment of telephone numbers, listings and domain names; assignment of customer information, accounts and contracts; assist with transition of clients to us or other person we specify; cancellation of fictitious names; payment of amounts due (also see “r” below regarding your noncompetition obligations). You must pay us liquidated damages if we terminate due to your default.
j. Assignment of contract by us	Section 20.1	No restriction on our right to assign.
k. “Transfer” by you – definition	Section 20.2 & <u>Attachment A</u> (definition of “Transfer”)	Includes transfer of contract or assets or ownership change.
l. Our approval of transfer by you	Sections 20.2 & 20.3, & <u>Attachment A</u> (definition of “Permitted Transfer”)	If certain conditions are met, you may transfer to a newly formed entity owned by you, or in certain instances, to an existing owner, without our approval. We have the right to approve all other transfers but will not unreasonably withhold approval.
m. Conditions for our approval of transfer	Section 20.2	Transferee must: meet our qualifications; successfully complete training (or commit to do so); obtain all required licenses and permits; and sign a new franchise agreement for the remainder of the term (or at our option, take assignment of existing franchise agreement). You must: be in compliance with the Franchise Agreement; assign your lease, if applicable; pay us the transfer fee; and sign a general release and subordination agreement. We must notify you that we do not intend to exercise our right of first refusal.

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN FRANCHISE AGREEMENT	SUMMARY
n. Our right of first refusal to acquire your business	Section 20.5	We have the right to match any bona fide, arm's-length offer for your business.
o. Our option to purchase your business	Not Applicable	Not Applicable.
p. Your death or disability	Section 20.4	Within 180 days, franchise must be assigned by estate to an assignee in compliance with conditions for other transfers. We may designate a manager to operate the Franchised Business prior to transfer.
q. Non-competition covenants during the term of the franchise	Section 15.3	No involvement in competing business; comply with nondisclosure covenants. "Competitive business" means any business competitive with us (or competitive with any of our affiliates or our franchisees) that offers home care services including personal care, non-medical care, in-home care, assistance, and companionship care services; supplemental staffing services for nursing homes, hospitals, other home health agencies, and other facilities; skilled nursing and other in-home medical care; or other related products, materials, and equipment that we may develop and implement, which you will be authorized to offer. Non-competition provisions are subject to state law.
r. Non-competition covenants after the franchise is terminated or expires	Sections 15.4 and 15.5	No involvement for 2 years in a competing business in your former Territory(ies) or the territory of any other SOLENVIA Franchised Business; comply with non-disclosure covenants; cease use of intellectual property. Non-competition provisions are subject to state law.
s. Modification of the agreement	Section 25.8	Requires writing signed by both parties (except for unilateral changes to Manual or unilateral reduction of scope of restrictive covenants by us).
t. Integration/merger clause	Section 25.8	Only the terms of the Franchise Agreement and attachments to the Franchise Agreement are binding (subject to state law). Any representations or promises made outside the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or any related agreements is intended to disclaim any of the representations we made in this Disclosure Document.

THE FRANCHISE RELATIONSHIP		
PROVISION	SECTIONS IN FRANCHISE AGREEMENT	SUMMARY
u. Dispute resolution by arbitration or mediation	Section 23	All disputes must be mediated or arbitrated before litigation, except for certain disputes involving our intellectual property or compliance with restrictive covenants (except as otherwise disclosed in <u>EXHIBIT "H"</u> to this Disclosure Document).
v. Choice of forum	Section 23	All mediation, arbitration and litigation must take place in the county where we maintain our principal place of business (currently, Middlesex County, Connecticut) at the time the dispute arises (subject to applicable state law).
w. Choice of law	Section 25.1	Connecticut law (subject to applicable state law)

ITEM 18 PUBLIC FIGURES

We do not 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 this Item 19 may be given only if (1) the 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.

The following chart contains financial performance information for one Business that is substantially similar to a Franchised Business that is owned and operated by the Affiliate that has been operating since September 2014 (the “**Affiliate Business**”). Table 1 outlines the financial performance of the Affiliate Business broken down by county for the 2024 calendar year (“**Measurement Period**”). The Affiliate operates its business in the states of Connecticut and Massachusetts. The Affiliate operates in an office outside of the home in Middletown, CT (in Middlesex County) in a space larger than what a franchisee would operate and is considered a state-wide agency operating without territorial restriction, employs more staff than a typical Franchised Business, operated under “THE HOMEAIDES” name prior to 2026 (and is transitioning to SOLENVIA), and does not pay us any fees. Otherwise, the Affiliate Business is substantially similar to the Franchised Business offered under this disclosure document.

TABLE 1

County	Gross Sales during Measurement Period	Population	County Population 65 and over	Equivalent Franchise Territories @300,000
Hartford County	\$3,656,478	891,720	155,516	2.9
New Haven County	\$3,460,620	859,754	152,714	2.9

Middlesex County	\$2,169,669	162,436	33,697	0.5
Litchfield County	\$900,824	180,333	39,673	0.6
Fairfield County	\$463,160	943,332	153,798	3.1
Tolland County	\$457,805	150,921	24,554	0.5
New London County	\$302,718	265,206	49,770	0.8
Windham County	\$258,144	116,782	19,310	0.4

Notes to Table 1:

1. For purposes of this Item 19, “Gross Sales” means the total amount generated by the Affiliate Business (regardless of collection) arising from, connected with or related to the sale of all goods, merchandise or services and all business transacted at, from or through the Affiliate Business, directly or indirectly, excluding only (a) sales taxes and other taxes separately stated that the Affiliate collects from clients and pay to taxing authorities; (b) refunds and credits made in good faith to arm’s-length clients; and (c) the discount value of any coupon, voucher or other allowance.
2. The figures in Table 1 are based on the historical results from the Affiliate Business described above.
3. With respect to Fairfield County, it is a county in which the Affiliate does not have a formalized location with active sales and marketing presence.
4. During the Measurement Period, the Affiliate staffed 97% of the cases submitted to it.
5. During the Measurement Period, of all the clients served by the Affiliate, 58% received live-out hourly services, and 42% received Live-in Services with rates as follows:

State	Live-In Rate	Hourly Rate
CT	\$335 (with increase to \$355 effective 12/1/24)	\$29.50 (with increase to \$34 effective 12/1/24)
MA	\$360 (with increase to \$380 effective 12/1/24)	\$32.50 (with increase to \$35.50 effective 12/1/24)

The following chart contains financial performance information for the Affiliate Business. Table 2 outlines the financial performance of the Affiliate Business broken down for the first three calendar years of its operation. During that period of time, the Affiliate Business operated within an area that is analogous to a Territory granted under this Disclosure Document. At that time, the Affiliate operated in an office similar to that of a franchisee, but did not pay us any fees. Otherwise, the Affiliate Business is substantially similar to the Franchised Business offered under this disclosure document.

TABLE 2

Time Period	Gross Sales
09-01-2014 – 09-01-2015	\$450,078.19
09-02-2015 – 09-01-2016	\$1,435,207.14
09-02-2016 – 09-01-2017	\$3,055,484.08

In addition to the above financial performance representations, we also disclose certain expense information for the Affiliate Business as outlined here. During the Measurement Period, the Affiliate Business' Average Payroll Cost per Hour was \$18.01, which was determined by dividing the number of Caregiver hours (including overtime hours) by the total amount of payroll cost for the Affiliate.

Additionally, we disclose certain data regarding the number of clients, the type of client, and rates.

Time Period	Number of Clients	Hourly Clients	Live-In Clients	Live-In Rate	Hourly Rate
09-01-2014 – 09-01-2015	26	15	11	\$200/day	\$17-\$18.50/hour
09-02-2015 – 09-01-2016	36	20	16	\$210-\$220/day	\$17-\$18.50/hour
09-02-2016 – 09-01-2017	91	56	35	\$245/day	\$17-\$19.50/hour

The financial performance figures do not reflect any of the costs of sales, operating expenses, or other costs or expenses that must be deducted from net revenue or net sales figures to obtain your net income or profit. Additional expenses that you may incur include royalty, brand fund contributions, conference registration fee installment payments, computer software fees, and local marketing obligations (see Item 6 of this Disclosure Document), interest on debt service, insurance, and legal and accounting fees. You should conduct an independent investigation of the costs and expenses you will incur in operating your Franchised Business.

Some outlets have earned this amount. Your individual results may differ. There is no assurance that you'll earn as much.

Written substantiation for this financial performance representation will be made available to you upon your reasonable written request. You are strongly encouraged to consult with your own financial advisors in reviewing the table and, in particular, in estimating your sales that you may achieve in operating your own Franchised Business. We cannot estimate the results of any specific business or franchisee.

Other than the preceding financial performance representation, we do not make any financial performance representations. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Bryan Dylewski, with an address 17 Centerpoint Drive, Middletown, Connecticut 06457 or by phone at 860-968-0237 or by email at bryan@solenviacaregivers.com, the Federal Trade Commission, 600 Pennsylvania Avenue, NW, Washington, DC 20580, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISEE INFORMATION

Table 1

**System-Wide Outlet Summary
For Years 2023 to 2025**

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
	2024	0	0	0
	2025	0	0	0
	2023	1	1	0
Company-Owned	2024	1	1	0
	2025	1	1	0
	2023	1	1	0
Total Outlets	2023	1	1	0
	2024	1	1	0
	2025	1	1	0

Table 2

**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2023 to 2025**

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

Table 3

**Status of Franchised Outlets
For Years 2023 to 2025**

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Terminations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Totals	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0

Table 4

**Status of Company-Owned Outlets
For Years 2023 to 2025**

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
CT	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Totals	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

Table 5

Projected Openings as of December 31, 2025

State	Franchise Agreements Signed but Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Connecticut	0	2	0
Texas	0	2	0
TOTAL	0	4	0

A list of all current franchisees is attached to this Disclosure Document as EXHIBIT “E” (Part A), including their names and the addresses and telephone numbers of their outlets as of December 31, 2025. In addition, EXHIBIT “E” (Part B) lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of December 31, 2025. **If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.**

In the last 3 fiscal years, no franchisees have signed confidentiality agreements with us.

There are no (i) trademark-specific franchisee organizations associated with the franchise system being offered that we have created, sponsored, or endorsed or (ii) independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Our audited opening day balance sheet dated January 5, 2026, is attached to this Disclosure Document as EXHIBIT “F.” Our fiscal year ends December 31 of each year.

ITEM 22 CONTRACTS

Attached to this Disclosure Document (or the Franchise Agreement attached to this Disclosure Document) are copies of the following franchise and other contracts or agreements:

Exhibits to Disclosure Document

EXHIBIT “C”	Franchise Agreement
EXHIBIT “G”	State Addenda & Disclosures
EXHIBIT “H”	General Release

Attachments to Franchise Agreement

Attachment D	Lease Addendum
Attachment E	Franchise Owner Agreement
Attachment F	ACH Authorization Form
Attachment G	Brand Protection Agreement
Attachment H	Confidentiality Agreement
Attachment I	Multi-Territory Addendum

ITEM 23 RECEIPT

EXHIBIT “I” to this Disclosure Document are detachable receipts. You are to sign both, keep one copy and return the other copy to us.

**EXHIBIT "A" TO THE DISCLOSURE DOCUMENT
STATE AGENCIES AND ADMINISTRATORS**

[SEE ATTACHED]

**EXHIBIT “A” TO DISCLOSURE DOCUMENT STATE AGENCIES
AND ADMINISTRATORS**

List of state administrators we intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state laws. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in these states:

<p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 651 Bannan St., Suite 200 Sacramento, California 95811 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Fl. New York, NY 10005 (212) 416-8222</p>
<p>HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Insurance & Securities Department 600 East Boulevard Ave., Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910</p>
<p>ILLINOIS Illinois Office of the Attorney General Franchise Bureau 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051</p>
<p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, Washington 98504-1200 (360) 902-8760</p>
<p>MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

EXHIBIT “B” TO THE DISCLOSURE DOCUMENT

AGENTS FOR SERVICE OF PROCESS

[SEE ATTACHED]

**EXHIBIT “B” TO THE DISCLOSURE DOCUMENT -
AGENTS FOR SERVICE OF PROCESS**

We intend to register this disclosure document as a “franchise” in some or all of the following states, if required by the applicable state law. If and when we pursue franchise registration (or otherwise comply with the franchise investment laws) in these states, we will designate the following state offices or officials as our agents for service of process in these states:

<p>CALIFORNIA Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 651 Bannon St., Suite 200 Sacramento, California 95811 (213) 576-7500 Toll Free: (866) 275-2677</p>	<p>NEW YORK New York Secretary of State One Commerce Plaza 99 Washington Avenue Albany, New York 12231 (518) 473-2492</p>
<p>HAWAII Commissioner of Securities Department of Commerce & Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722</p>	<p>NORTH DAKOTA North Dakota Insurance Commissioner North Dakota Insurance & Securities Department 600 East Boulevard Ave., Dept. 401 Bismarck, North Dakota 58505-0510 (701) 328-2910</p>
<p>ILLINOIS Illinois Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465</p>	<p>RHODE ISLAND Director of Department of Business Regulation Department of Business Regulation Securities Division, Building 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462-9527</p>
<p>INDIANA Secretary of State Franchise Section 302 West Washington, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681</p>	<p>SOUTH DAKOTA Division of Insurance Director of the Securities Regulation 124 South Euclid Avenue, 2nd Floor Pierre, South Dakota 57501 (605) 773-3563</p>
<p>MARYLAND Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360</p>	<p>VIRGINIA Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, Virginia 23219 (804) 371-9733</p>
<p>MICHIGAN Michigan Attorney General’s Office Corporate Oversight Division, Franchise Section 525 West Ottawa Street G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567</p>	<p>WASHINGTON Director of Department of Financial Institutions Securities Division – 3rd Floor 150 Israel Road, Southwest Tumwater, Washington 98501 (360) 902-8760</p>
<p>MINNESOTA Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101 (651) 539-1600</p>	<p>WISCONSIN Division of Securities 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139</p>

EXHIBIT “C” TO DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

[SEE ATTACHED]

FRANCHISE AGREEMENT



FRANCHISEE: _____

DATE: _____

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ATTACHMENTS

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ATTACHMENT "E"	Franchise Owner Agreement
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FRANCHISE AGREEMENT

THIS AGREEMENT is entered into and made effective as of _____, by and between THE HOMEAIDES FRANCHISE SYSTEM LLC dba SOLENVIA, Connecticut limited liability company with its principal business address at 517 CenterPoint Drive, Middletown, CT 06457 (“Franchisor”) and _____ with its principal business address at _____ (“Franchisee,” “you”, or “your”).

BACKGROUND

Franchisor has developed a format and System relating to the establishment and operation of businesses (each, a “SOLENVIA Business”) that provide homecare services for seniors and others requiring in-home care, including personal care, non-medical care, in-home care, assistance, and companionship care services and other related products, materials, and equipment that we may develop and implement, which you will be authorized to offer (the “Primary Services”). Among the distinguishing characteristics of a SOLENVIA Business is that it operates under our Intellectual Property.

You wish to obtain the right from us to: (1) operate a SOLENVIA Business; and (2) be afforded the assistance provided by us in connection with a SOLENVIA Business. You understand and accept that the terms, conditions and covenants set forth in this Agreement are reasonably necessary to maintain our high and uniform standards of quality and service, which are designed to protect the goodwill and enhance the public image of the Intellectual Property and the SOLENVIA brand. You also recognize the necessity of operating your Business in faithful compliance with the terms and conditions of this Agreement and with our standards and specifications.

In recognition of all of the details noted above, the parties have chosen to enter into this Agreement, taking into account all of the promises and commitments that they are each making to one another in this contract and for other good and valuable consideration (the sufficiency and receipt of which they hereby acknowledge), and they agree as follows:

1. **DEFINITIONS.** Capitalized terms used in this Agreement are defined either in the body of this Agreement or in ATTACHMENT “A”. For capitalized terms that are defined in the body of this Agreement, ATTACHMENT “A” lists the Sections of this Agreement in which such terms are defined.
2. **GRANT OF FRANCHISE.** We hereby grant you: (a) the non-exclusive right, and you undertake the obligation, on the terms and conditions set forth in this Agreement, to establish and operate a SOLENVIA business (your “Business”); and (b) a license to use our Intellectual Property solely in connection with the Business, in compliance with the operating standards set forth in the Manual, within the geographic area identified in ATTACHMENT “B” (your “Territory”). As a SOLENVIA franchisee, you will provide Primary Services for seniors and those requiring in-home care.
3. **TERRITORIAL RIGHTS AND LIMITATIONS.** You will receive certain territorial protections. Specifically, during the Term, we will not grant any person, corporate or franchised, the right to market the sale of Primary Services. Other franchisees and corporate-owned locations may provide Services within your Territory but may not market the Primary Services in your Territory.

3.1. We and our affiliates reserve all rights not expressly granted to you under this Agreement. Therefore, among other things, we and our affiliates have the sole right to do any or all of the following (notwithstanding the proximity to your Territory or your Business or their actual or threatened impact on sales at your Business):

(a) Operate, or grant a franchise or license to a third party to operate: (i) any business within the Territory (except that business cannot market for the sale of Primary Services within the Territory; and (ii) any business using the Marks outside the Territory;

(b) Develop and own other franchise systems for the same or similar services using trade names and trademarks (other than the Marks) within or outside the Territory;

(c) Sell products and services under the Marks within and outside your Territory through any method of distribution other than a dedicated SOLENVIA Business, including sales through channels of distribution such as the Internet, telemarketing, or other direct marketing sales (“alternative distribution channels”);

(d) To own, operate, or license others to own or operate a business offering the same or similar products and services as the Franchised Business, whether under the Marks or any other trademarks, in the following venues, without any obligation to Franchisee and without such operation:

- Hospitals or medical campuses or assisted living facilities;
- Military bases or government facilities;
- College or university campuses; and
- Any other location we reasonably determine to be a nontraditional or captive venue; and/or

(e) Purchase, be purchased by, or merge or combine with, businesses that directly compete with SOLENVIA franchises.

3.2. You may not advertise directly to potential referral sources or consumers outside of your Territory. If our corporate website or other online marketing efforts generate any leads for potential SOLENVIA clients located within your Territory, we will endeavor to refer the potential clients to you. If you decline to service, or are unable to service, a referred client, we (or an affiliate or third party, including another franchisee) may contract with and service the client and you will not be entitled to any compensation relating to that client.

3.3. During each Year of Operation, you must achieve and maintain, at a minimum, the following minimum performance requirements (the “Minimum Performance Standards”) per Territory of operation:

Year of Operation	Annual Gross Revenues
1	\$225,000
2	\$225,000

Year of Operation	Annual Gross Revenues
3	\$750,000
4	\$750,000
5	\$1,000,000
6	\$1,000,000
7	\$1,000,000
8	\$1,000,000
9	\$1,000,000
10	\$1,000,000

A “Year of Operation” is a 12-calendar-month period beginning on the first day of the sixth full calendar month immediately after your opening and ending 12 months thereafter, and each Year of Operation will be the annual anniversary of said date.

A Territory will be deemed “open” when you begin offering Services in that Territory.

The Year of Operation for each additional territory, if applicable, will begin on the date(s) set forth in EXHIBIT A of the Multi-Territory Addendum to this Agreement. After the last calendar month of each Year of Operation identified in the chart, we will evaluate whether you have satisfied the minimum Gross Revenues for that Year of Operation. If you fail to comply with these minimum performance requirements, we will put you on a performance improvement plan but if you fail to cure that default within the performance improvement plan period, then we may take one of the following actions: (i) reduce the size of your Territory; or (ii) modify or eliminate the territorial protections granted to you (i.e., make your territory non-exclusive); or (iii) terminate this Agreement.

If you are renewing your franchise, then the Minimum Performance Annual Revenues for Year 10 in the table above will apply to all months during the term of the successor Franchise Agreement.

4. TERM AND SUCCESSOR TERM.

4.1. Term. The term of this Agreement will begin on the Effective Date and expire ten (10) years thereafter, unless terminated earlier in accordance with this Agreement (the “Term”). If this Agreement is the initial franchise agreement for your Business, you may enter into a maximum of one (1) successor franchise agreement (a “Successor Agreement”) if you meet the conditions for entering into a Successor Agreement specified in Section 4.2 below. The Successor Agreement will be the current form of franchise agreement that we use in granting SOLENVIA franchises as of the expiration of the Term. The terms and conditions of the Successor Agreement may vary materially and substantially from the terms and conditions of this Agreement. The successor term will be ten (10) years, for a maximum total term of 20 years. You will have no further right to operate your Business following the expiration of the

successor term unless we, in our discretion, agree to grant you another franchise. If this Agreement is a Successor Agreement, the successor agreement provisions in your original franchise agreement will dictate the length of the Term of this Agreement as well as your remaining successor agreement rights, if any.

4.2. Requirements for Successor Agreement. To enter into a Successor Agreement, you and the Owners (as applicable) must: (a) notify us in writing of your desire to enter into a Successor Agreement not less than 180 days nor more than 270 days before the expiration of the Term; (b) have substantially complied with all of the terms of this Agreement throughout the Term, which means that you have not received more than two (2) notices of default (whether or not for the same issue and whether or not cured) during any rolling 24-month period; (c) not be in default under this Agreement or any other agreement with us or any affiliate of ours at the time you send the successor agreement notice or the time you sign the Successor Agreement; (d) sign the Successor Agreement and all ancillary documents that we require franchisees to sign; (e) sign a General Release; (f) pay us a Successor Agreement fee equal to 25% of the then-current initial franchise fee; (g) make all repairs, replacements and improvements to your office that we require (if applicable); (h) have the right under your lease to maintain possession of your premises for the duration of the successor term (if applicable); and (i) take any additional action that we reasonably require.

Except as otherwise permitted by this Section 4, you have no right to continue to operate your Business following the expiration of the Term.

5. TRAINING.

5.1. Initial Training Program. The Managing Owner and all of your employees that we specify must attend and successfully complete our initial training program before you open your Business. Initial training is a series of training phases beginning after the Effective Date and concluding with the opening of your Business. Initial training will be provided via recurring phone calls, emails, online learning management systems, and in-person training. Initial training consists of virtual and on-the-job sessions totaling approximately 64 hours and must be completed to our satisfaction prior to your Business opening. The training is held in Middletown, Connecticut, and consists of approximately 24 hours of virtual training and 40 hours of in-person, on-the-job training. We expect to conduct training after you complete your pre-opening activities, and you must also pass the pre-opening inspection before you may open your Franchised Business. We recommend attending training three (3) to five (5) weeks prior to launch. Although not required, we also encourage you to spend 1 to 3 days observing operations at an existing Franchisor location to gain additional familiarity. If you send more than three (3) individuals to initial training, you must pay an additional fee of \$500 per person. You are responsible for all food, lodging and travel costs that your additional employees incur while attending any training program.

5.2. Initial Training for New Owners/Managers. If you hire a new Manager or appoint a new Managing Owner after we conduct our initial training program, the new Manager or Managing Owner, as applicable, must attend and successfully complete the classroom portion of our then-current initial training program. We will not charge you a fee for attending this training as long as the trainees attend one of our regularly scheduled training sessions.

5.3. Periodic Training. We may offer periodic refresher or additional training for your

Managing Owners and employees as we deem necessary through conference calls, webinars, or in-person training. Attendance at these training programs may be mandatory. We may charge you a fee for any system-wide periodic training programs that we require.

5.4. Additional Training Upon Request. Upon your written request, we may provide additional assistance or training to you at a mutually convenient time. If we agree to provide the assistance or training at your office, we may charge you a fee, which as of the Effective Date is up to \$500 per trainer per day, and you must also reimburse us for all costs that we incur for training supplies, food, lodging and travel. The fee is due prior to training, and expense reimbursements, if applicable, are due upon demand.

5.5. Expenses. You are responsible for all food, lodging and travel costs that your Owners and employees incur while attending any training program or conference.

6. CONFERENCES.

6.1. Attendance. We may hold periodic national or regional conferences to discuss various issues or concerns affecting SOLENVIA franchise owners. Attendance at these conferences is mandatory. We require that you pay a registration fee for each required attendee (even if the person does not attend) and each additional person who attends the conference.

6.2. Fees. The current registration fee for our annual conference is \$1,500 for up to two (2) attendees plus \$600 for each additional attendee. If you operate more than one Territory under separate Franchise Agreements with us, you will pay only one annual conference registration fee for your first two attendees, but you must pay the then-current additional attendee fee for each additional attendee (in excess of the first two attendees).

6.3. Expenses. You are responsible for all food, lodging, and travel costs that your Owners and employees incur while attending a conference.

7. OTHER FRANCHISOR ASSISTANCE.

7.1. Manual. During the Term, we will lend you our confidential brand standards manual and other written instructions relating to the operations of your Business (the "Brand Standards Manual" or "Manual") in the manner and as described in Section 13.2 below. The Manual will help you establish and operate your Business. The information in the Manual is confidential and proprietary and may not be disclosed to third parties without our prior approval. You may use the Manual only in connection with your Business and only during the Term of this Agreement. At our sole discretion, the Manual may be changed from time to time.

7.2. Site Visits. From time to time, we or a representative of ours will visit you to observe your operations. There is no minimum number of site visits that we will conduct during the Term. Based upon our observations, we may provide guidance and recommendations on ways to improve your Business.

7.3. General Guidance. We will provide you with telephone (via toll-free line) and email support during our business hours. Upon your request, we will advise you in the development and

application of administrative and general operating procedures for a SOLENVIA Business. We will guide you on methods and procedures for the purchase and use of equipment, materials, forms, displays, supplies and other items needed to operate the Business.

7.4. Pricing. We will assist you in developing the pricing for the products and services your Business will offer. Our recommended pricing is not binding upon you. However, to the extent permitted by applicable law, we may specify a maximum price you may charge for a product or service for a limited period of time (such as the duration of an ad or special promotion).

7.5. Conference Calls. We will conduct periodic group conversations via conference calls, video calls, or emails to discuss relevant matters with our franchisees as we deem appropriate.

7.6. Marketing Assistance. As further described in Section 12.1 and Section 12.2 of this Agreement, we will administer the Brand Development Fund and provide you with other marketing assistance during the Term as we deem appropriate.

7.7. Website and Referrals. We will maintain a corporate SOLENVIA website that will include the information about your Business that we deem appropriate. We may modify the content of the Website at any time in our discretion. Throughout the Term, we will also provide you a dedicated web page. Your dedicated web page will include localized information about your Business as we deem appropriate, such as contact information, owner and staff bios, client testimonials, client service and employment inquiry forms, local news and events, local resources, civic participation and links to social media feeds. We will own and control the domain (and all subdomains), the Website, and dedicated web pages at all times.

7.8. Purchase Agreements. We may, but need not, negotiate purchase agreements with suppliers to obtain discounted prices for us and our franchisees. If we succeed in negotiating a purchase agreement, we will arrange for you to have the ability to purchase the goods directly from the supplier at the discounted prices that we negotiate. We may also purchase certain items from suppliers in bulk and resell them to you at our cost-plus shipping fees and a reasonable markup. Subject to applicable law, we may earn money from the suppliers based on your purchases in the form of rebates, commissions, or other payments. You acknowledge that these payments compensate us for the cost of negotiating and maintaining the purchasing arrangements with the suppliers and that, subject to applicable laws, we have no obligation to remit the funds to you.

7.9. New Products or Services. We may, but need not, research and develop new or substitute products and/or services for sale at your Business. You agree to offer all products and services that we require.

8. ESTABLISHING YOUR BUSINESS.

8.1. Site Selection. If you operate in an office space outside of your home office, which we must approve in writing, you agree to maintain a professional office and equip it, at your sole expense, as specified in the Manual. You may be required to locate, and obtain our approval of, a premises (or “site”) from which you will operate your Business if required by state law. The site must be within the Territory and meet our minimum site selection criteria. We have the right to accept or reject all proposed sites in our commercially reasonable judgment. Your site may be a home office if permitted by state law.

Your site is deemed approved if we fail to issue our written disapproval within the 10-business-day period after our receipt of your request for approval. You understand that our approval of the site indicates only that we believe the site meets our minimum criteria and does not constitute a representation or warranty of any kind, express or implied, of the suitability of the site for a SOLENVIA Business. You understand that if you operate other SOLENVIA Business(es) under a franchise agreement with us, you may be required to operate each other business from a separate office that is located in the territory for that business.

8.2. Lease.

If you lease the premises for your Business, you must promptly send us a copy of your fully executed lease and Lease Addendum for our records. You must use your best efforts to ensure your landlord signs the Lease Addendum that is attached to this Agreement as ATTACHMENT "D".

8.3. Opening.

(a) You must open your Business to the public within four (4) months after the Effective Date.

(b) You may not open your Business before: (i) successful completion of the initial training program by your Managing Owner and your other employees that we specify; (ii) you pass our on-site inspection; (iii) you purchase all required insurance and send us proof of same; (iv) you obtain all required licenses, permits, credentialing (if applicable) and other governmental approvals; and (v) we provide our written approval of the construction, build-out and layout of your office. For purposes of this Agreement, your Business is deemed "open" to the public once each of the foregoing requirements is met and you begin actively accepting clients. By virtue of opening your Business, you acknowledge that we have fulfilled all our pre-opening obligations to you.

8.4. Relocation. You may relocate your office (outside of your home) to a new site only with our prior written approval, which we will not unreasonably withhold. If we allow you to relocate, you must: (a) locate your new office at a site within the Territory; (b) comply with Sections 8.1 through Section 8.3 of this Agreement with respect to your new office (excluding the 120-day opening period); and (c) open your new office before closing your previous office.

9. MANAGEMENT AND STAFFING.

9.1. Owner Participation. You acknowledge that a major requirement for the success of your Business is the active, continuing, and substantial personal involvement and hands-on supervision by your Managing Owner. The Managing Owner must at all times be actively involved in the operation of the Business on a full-time basis after the opening of your Business, unless this responsibility is delegated to a Manager. Any new Managing Owner that we approve must successfully complete the initial training program.

9.2. Managers. You may hire a Manager to assume responsibility for the daily management and supervision of your Business, but only if: (a) the Manager meets all of our minimum standards and criteria for Managers (as set forth in the Manual); (b) the Manager successfully completes the initial

training program; (c) the Manager signs a Brand Protection Agreement; and (d) the Managing Owner agrees to assume responsibility for the on-site management and supervision of your Business if the Manager is unable to perform their duties due to death, disability, termination of employment, or for any other reason, until such time that you obtain a suitable replacement Manager.

9.3. Sales Professional. You must employ at all times a sales professional who will dedicate full-time efforts to: (a) marketing your Business to referral sources within your Territory; (b) developing relationships and building the SOLENVIA brand within your community; and (c) otherwise actively promoting and advertising your Business locally. We may require your sales professional to participate in our sales training program. This training will be conducted remotely via phone, webinar, email, and other online learning management systems, or, at our discretion, in person. If conducted in person, you will be responsible for all food, lodging and travel costs that the trainee incurs while attending the training program. The Managing Owner may qualify as the sales professional if they possess adequate marketing and sales experience as determined by us in our discretion.

9.4. Employees.

(a) You understand that we do not control the hiring, training, compensation, discipline, or firing of your employees; we do not control the day-to-day activities of your employees or the manner in which they perform their assigned tasks; and the employees that you hire will be employees of yours and not of ours. Accordingly, you must:

(i) Determine appropriate staffing levels for your Business to ensure full compliance with this Agreement and our System standards;

(ii) Hire, train, and supervise employees to assist you with the proper operation of the Business;

(iii) Conduct criminal background checks on all employees before you hire them. (The Manual may specify certain background check results that may disqualify a person from serving in certain capacities in connection with your Business (such as a caregiver) due to safety or other concerns);

(iv) Ensure that your employees obtain and maintain all required credentialing, licenses, certifications and/or other qualifications as required by applicable law in your jurisdiction;

(v) Pay all wages, commissions, fringe benefits, worker's compensation premiums and payroll taxes (and other withholdings required by law) due for your employees;

(vi) Ensure that a sufficient number of trained employees are available to meet the operational standards and requirements of your Business at all times; and

(vii) Inform your employees that you exclusively supervise their activities and dictate the manner in which they perform their assigned tasks. In this regard, you must use your legal business entity name (not our Marks or a fictitious name) on all employee applications, paystubs, pay checks, employment agreements, timecards, and similar items.

(b) You may give your employees only the minimum amount of information and material

from the Manual that is necessary to enable them to perform their assigned tasks. You must ensure that your employees do not make or retain any copies of the Manual or any portion of the Manual.

10. FRANCHISEE AS ENTITY. If you are an Entity, you agree to provide us with a list of all of your Owners and sign an “Ownership Statement,” the current form of which is attached as ATTACHMENT “C”. Upon our request, you must provide us with a resolution of the Entity authorizing the execution of this Agreement, a copy of the Entity’s organizational documents, and a current Certificate of Good Standing (or the functional equivalent thereof). You represent that the Entity is duly formed and validly existing under the laws of the state of its formation or incorporation.

11. FRANCHISE OWNER AGREEMENT. If you are an Entity, all Owners (whether direct or indirect) must bind themselves to the terms of this Agreement by signing a Franchise Owner Agreement, the current form of which is attached as ATTACHMENT “E”. If you are not an Entity, we require that the spouse of each Owner sign a Franchise Owner Agreement. Depending on the creditworthiness of the Owners, we may require that the spouse of each Owner sign a Franchise Owner Agreement, regardless of whether you are an Entity.

12. ADVERTISING & MARKETING.

12.1. Brand Development Fund.

(a) Administration. Recognizing the value of uniform advertising and promotion to the goodwill and public image of the System and the Marks, we have established a brand development fund (“Brand Development Fund”). The Brand Development Fund will be used for “Marketing Campaigns,” which may include: (i) marketing, advertising, sales promotion and promotional materials; (ii) developing market research and merchandising programs; (iii) website development, hosting and optimization; (iv) public and consumer relations, and publicity; (v) any other programs, activities or uses that we deem necessary or appropriate; and (vi) providing technical or professional advice in connection with any of the foregoing. We have sole discretion in determining the content, concepts, materials, media, endorsements, frequency, placement, location and all other matters pertaining to any Marketing Campaign. We may use the Brand Development Fund fees for reasonable costs, such as salaries, administrative costs and overhead that we may incur in activities reasonably related to the implementation and administration of the Brand Development Fund and the Marketing Campaigns (which may include: conducting market research; preparing and conducting internet, social media, television, radio, magazine, billboard and other media programs and activities; employing advertising agencies; collecting and accounting for contributions to the Brand Development Fund; and paying for the preparation and distribution of financial accountings and marketing materials). We also may use Brand Development Fund fees to pay for advertisements directed at selling additional franchises.

We need not make expenditures for your benefit that are proportionate to your contribution to the fund or for any particular geographic area (including within your Territory). Your failure to derive any such benefit will not serve as a basis for a reduction or elimination of your obligation to contribute to the Brand Fund. The failure (whether with or without our permission) of any other franchisee to make the appropriate amount of contributions to the Brand Fund will not release you from or reduce your obligation. The brand fund may spend in any fiscal year more or less than the total Brand Fund contributions in that year, borrow from us or others (paying reasonable interest) to cover deficits, or invest any surplus for future use. Any surplus of funds in the Brand Development Fund may be invested

and we may lend money to the Brand Development Fund if there is a deficit. The Brand Development Fund is not a trust, and we have no fiduciary obligations to you with respect to our administration of the Brand Development Fund. Brand fund contributions will be part of the general funds of SOLENVIA but will be accounted for separately from the other funds of SOLENVIA. A financial accounting of the operations of the Brand Development Fund, including deposits into and disbursements from the Brand Development Fund, will be prepared annually and made available to you upon request.

(b) Contributions. Upon receipt of written notice, you must pay a monthly Brand Fund contribution in an amount equal to 2% of Gross Revenues.

(c) Duration. We intend for the Brand Development Fund to be of perpetual duration; however, we have the right to terminate it (but will not do so until all Brand Development Fund monies have been spent on marketing and promoting the SOLENVIA brand).

12.2. Marketing Assistance from Us. To assist our franchisees and promote brand consistency, we may create and make available to you advertising and other marketing materials for your purchase. We may use the Brand Development Fund to pay for the creation and distribution of these materials, in which case there will be no additional fees payable to us. We may make these materials available over the Internet (in which case you must arrange for printing the materials and paying all printing costs). Alternatively, we may enter into relationships with approved suppliers who will create the advertising or marketing materials for your purchase. If the price that you pay an approved supplier for the marketing materials exceeds the cost of production, the approved supplier may provide us with credits for use in connection with system upkeep and development.

12.3. Regional Marketing Cooperatives. In addition to the Brand Development Fund, we have the right to form, change, dissolve or merge regional marketing cooperatives in the future. If we organize a cooperative in your region, your participation will be optional. The cooperatives will be governed by its members, which may include us. We may have a controlling interest in a cooperative. The cooperatives (including requirements to pay regional marketing fees) will be governed by written documents, which will be prepared when the cooperative is formed. As of the Effective Date, we do not have any regional advertising cooperatives.

12.4. Your Marketing Activities.

(a) Generally. In addition to your required contribution to the Brand Development Fund, we require that you invest in local marketing and promotional activities. You must spend \$2,000 or 2% of your Gross Revenues (whichever is greater) each month for your local marketing and promotional activities. We must approve all such advertising in accordance with Section 12.4(d) of this Agreement. You also agree to participate at your own expense in all advertising, promotional and marketing programs that we require.

(b) Grand Opening. During the period beginning 30 days before opening your Business and ending 60 days after the opening of your Business, you must have a grand opening event, which we will conduct on your behalf. Your grand opening event must meet our standards for advertising and be approved by us (as described in Sections 12.4(c) and 12.4(d) below). You must spend at least \$10,000 on grand opening advertising, and we will work with you to determine the most effective way to spend those funds.

(c) Standards for Advertising. You must use the advertising and marketing materials that we make available to our franchisees as described in Section 12.2 of this Agreement, unless you receive our written consent to exempt you from this requirement. All advertisements and promotions that you create, or use must be completely clear, factual, and not misleading; conform to the highest standards of ethical advertising; and comply with all federal, state and local laws. For example, you must ensure that your advertisements and promotional materials do not infringe upon the intellectual property rights of others. We may require that your advertisements and promotional materials list our website and include the notation “Franchises Available.” Your advertisements must exclusively list the primary dedicated business telephone line associated with your Business.

(d) Approval of Advertising. Before you use them, we must approve all advertising and promotional materials that we did not prepare or previously approve (including materials that you modify after we have previously prepared or approved those materials). We will be deemed to have approved the materials if we fail to issue our disapproval within 15 days after receipt. You may not use any advertising or promotional materials that we have disapproved (including materials that we previously approved and later disapprove).

(e) Online Marketing. You may market your Business through approved social media channels in accordance with any social media policy that we adopt (as may be modified from time to time). We may require that you utilize our designated supplier for social media marketing services and exclusively use our designated social media platform. We do not allow our franchisees to maintain their own websites or market their SOLENVIA Businesses on the Internet (other than through approved social media outlets).

(f) Electronic Marketing. You agree not to transmit or cause any other party to transmit advertisements or solicitations by e-mail, text message, and/or other electronic media without first obtaining our written consent as to: (i) the content of the proposed electronic advertisement or solicitation; and (ii) your plan for transmitting the proposed advertisement or solicitation. In addition to any other provision of this Agreement, you will be solely responsible for compliance with all laws pertaining to sending electronic communications, including the “Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003” (known as the “CAN-SPAM Act of 2003”) and the Federal Telephone Consumer Protection Act (“TCPA”).

13. OPERATING STANDARDS.

13.1. Generally. You agree to operate your Business: (a) in a manner that will promote the goodwill of the Marks; and (b) in full compliance with our standards and all other terms of this Agreement and the Manual. You and your employees must provide professional, courteous and efficient service to your clients.

13.2. Brand Standards Manual. You agree to establish and operate your Business in accordance with the Manual. We have the right to provide the Manual to you in the format that we determine is appropriate (including paper copies and/or by making some or all of the Manual available through an Internet website, a portal, links to online learning modules, or an extranet), and we may change how we provide the Manual from time to time. The Manual may contain, among other things: (a) a description of the authorized goods and services that you may offer at your Business; (b) mandatory and

suggested specifications, operating procedures, and quality standards for products, services and procedures that we prescribe from time to time for our franchisees; (c) mandatory reporting and insurance requirements; (d) mandatory and suggested specifications for your office; (e) a written list of goods and services (or specifications for goods and services) you must purchase for the development and operation of your Business; and (f) a list of any designated or approved suppliers for the goods or services described in Section 13.2(e). The Brand Standards Manual is designed to establish and protect our brand standards, as well as the uniformity and quality of the goods and services offered by our franchisees. We can modify the Manual at any time. The modifications will become binding 30 days after we send you notice of the modification. All mandatory provisions contained in the Manual (whether they are included now or in the future) are binding on you.

13.3. Authorized Goods and Services.

(a) You agree to offer all goods and services that we require from time to time. You may not offer any goods or services at your office other than Primary Services that we authorize you to offer. You may not use your Business or permit your Business to be used for any purpose other than offering the goods and services that we authorize. We may, without obligation to do so, add, modify or delete authorized goods and services, and you must do the same upon notice from us. Our addition, modification or deletion of one or more goods or services shall not constitute a termination of the franchise or this Agreement.

(b) In connection with your Business, you may not provide ancillary health care services that constitute the “practice of medicine” under the laws of your state (such as medical homecare and/or nursing services) unless: (i) we provide our written consent (which may be withheld in our discretion) for you to offer such services; (ii) you have obtained and maintain appropriate licenses to provide such services; (iii) you have obtained and maintain all required accreditations and certifications to bill insurance companies for such services; and (iv) you provide such services in compliance with all applicable laws, rules and regulations.

13.4. Suppliers and Purchasing. You agree to purchase or lease all products, supplies, equipment, uniforms, services and other items specified in the Manual from time to time. If required by the Manual, you agree to purchase certain goods and services only from suppliers designated or approved by us (which may include, or be limited exclusively to, us or our affiliate). You acknowledge that our right to specify the suppliers that you may use is necessary and desirable so that we can: (a) control the uniformity and quality of goods and services used, sold or distributed in connection with the development and ongoing operation of SOLENVIA Businesses; (b) maintain the confidentiality of our trade secrets; (c) obtain discounted prices for our franchisees if we choose to do so; and (d) protect the reputation and goodwill associated with the System and the Marks. If we receive rebates or other financial consideration from these suppliers based upon franchisee purchases, we have no obligation to pass these amounts on to you or to use them for your benefit. If you want us to approve a supplier that you propose, you must send us a written notice specifying the supplier’s name and qualifications and provide any additional information that we request. We will approve or reject your request within 60 days after we receive your notice and all additional information (and samples) that we require.

13.5. Software and Technology. You must acquire and utilize (at your own expense) all software (“Software”) and computer equipment, communications devices, audio/visual equipment, and other technology (collectively “Technology”) that we specify from time to time. You are responsible for

payment of all initial and ongoing fees relating to such Software and Technology. We may change the Software or Technology that you must use at any time. We may also develop proprietary Software or Technology that must be used by franchisees. If this occurs, you agree to enter into a license agreement with us (or an affiliate of ours) and pay us (or our affiliate) commercially reasonable licensing, support and maintenance fees. The terms of the license agreement will govern the terms pursuant to which you may utilize this Software or Technology. We also reserve the right to enter into a master software or technology license agreement with a third-party licensor and then sublicense the Software or Technology to you, in which case we may charge you for all amounts that we must pay to the licensor based on your use of the Software or Technology.

We will require you to use a “SOLVENIA” e-mail address (that is, one that will contain a Top-Level Domain Name that we designate, for example, john.jones@SOLENVIAFRANCHISE.com) (the “Official E-mail Address”) related to the operation of the Business. You and your employees will be required to sign our standard terms and conditions for use of the Official E-mail Address. If we assign you an Official E-mail Address, then you agree that you (and your employees) will use only that email account for all official business associated with your Business. If we coordinate and arrange for the provision of email services on a systemwide basis, you agree to pay us a monthly email fee that we may specify from time to time in connection with those services.

Each party to this Agreement acknowledges and agrees that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, you agree that we will have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and you agree to comply with those reasonable new standards that we establish as we periodically revise this Section 13.6 for that purpose.

13.6. Client Accounts and Data.

(a) You must enter all client inquiries, client data and operational data into the software management system that we specify in the time and manner that we specify. You may use such data solely in connection with the operation of your Business and in compliance with Sections 13.7, 13.8, and 13.9 of this Agreement and any data protection policies, standards, and procedures that we establish in the Manual from time to time. To the extent permissible under applicable law, you acknowledge and agree that we exclusively own all client accounts, and that you must deliver all such information to us or the person that we designate in the manner that we specify within ten (10) days after the termination, expiration or Transfer of this Agreement. You will have no ownership rights to any such client accounts or data, other than the limited right to use such data as provided in Section 13.7(b) and Section 13.7(c).

(b) As between you and us, we exclusively own and reserve all right, title and interest in all Data (defined below), during and after the term of this Agreement, and we will have the right to use, copy, record, distribute, reproduce, disclose, sell, re-sell, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, the Data in any manner and in any means or medium (existing now or in the future) that we deem appropriate, without compensation to you. The “Data” means data and information (i) provided by or on your behalf to us, (ii) uploaded to our or our agents’ systems from your or your agents’ systems, (iii) downloaded to your or your agents’ systems from our system, and (iv) all other data created or collected by you in connection with the System, or, except as set forth below, in connection with your

operation of the Business (including consumer and transaction data). Copies and/or originals of the Data must be provided to us upon our request. Subject to the terms and conditions of this Section 13.6, we hereby grant a limited, non-exclusive, revocable license back to you to use the Data, at no additional cost, solely for the term of this Agreement and solely in connection with the establishment and operation of the Business pursuant to this Agreement.

(c) Unless otherwise agreed in writing between us and you, any: customer information that you collect in-office independently of the System, such as instances where customer information is not uploaded to or otherwise processed by the software management system we specify or other SOLVENIA systems, and information regarding your personnel (collectively, “Your Data”) will, as between you and us, remain your property. You shall be solely liable and responsible for any independent collection, use, and/or processing of Your Data carried out by or on your behalf independent of the System, and agree to indemnify and hold us harmless from any third-party claims and all losses, damages, liabilities (including attorneys’ fees) in connection with such independently managed collection, use, and/or processing of Your Data.

13.7. Data Security and Breach Notification.

Taking into account the nature, scope, context and purposes of processing data, you agree to install and maintain appropriate technical and organizational security measures to (a) comply with applicable Data Protection Laws (defined below), and (b) protect data from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, data transmitted, stored or otherwise processed, which shall be no less stringent than generally accepted industry-standard security measures. For example, you agree to comply with the then-current Payment Card Industry Data Security Standards (“PCI-DSS”), as those standards may be revised by the PCI Security Standards Council, LLC (see www.pcisecuritystandards.org) or successor organization; to implement the security requirements that the Council (or its successor) requires of a merchant that accepts payment by credit and/or debit cards; and to complete PCI-DSS audits as and when required by the standards. You agree to make available all relevant records, audits, assessments, logs, files, reports or other materials necessary to demonstrate compliance with applicable security standards, including PCI-DSS compliance. You acknowledge that compliance with PCI-DSS is a minimum requirement; that compliance does not guarantee that no security breach will occur; and that any losses or expenses incurred by us as a result of a security breach will be subject to indemnification under Section 19.1 of this Agreement. You must reimburse us for all costs and expenses incurred by us and our affiliates associated with an actual or suspected security breach, including: (a) security breach notification costs (including any costs of credit monitoring) using the form of notification approved by us; (b) security breach investigation and remediation costs; (c) all fines, penalties and settlements related to or arising from the security breach; and (d) related attorneys’ fees. In the event of a known or suspected security breach, you agree to notify us without undue delay (but in no event later than 48 hours after first suspecting or becoming aware of the breach, unless otherwise prohibited by applicable law) and to comply with applicable laws. Following your notification to us of a security breach, you agree to cooperate with any instructions from us regarding the security breach, including: (a) assisting with any investigation; (b) providing us physical access to facilities, systems, and operations affected; (c) facilitating interviews with your employees and others involved in the matter; and (d) making available all relevant records, logs, files, data reporting and other materials necessary to comply with applicable law, industry standards or as we otherwise require. You, at your sole cost and expense, must use best efforts to immediately remedy any security breach and prevent any further security breach in accordance with Data Protection Laws. We may offer to you, and if offered you must

purchase from us or our affiliate, a package of services for internet access, PCI-DSS compliance, and data security.

13.8. Privacy; Compliance with Data Protection Laws. You agree to abide by the Data Protection Laws. You must ensure that any Personal Information is only collected, used, transferred, stored, or otherwise processed on a legal basis recognized by applicable Data Protection Laws, including express or implied consent of the data subject. You are responsible for ensuring, and represent and warrant, that (i) you have complied, and will continue to comply, with applicable Data Protection Laws in your processing of Personal Information; (ii) all data shared with or transferred to us has been collected and otherwise processed in compliance with applicable Data Protection Laws and a privacy policy that allows such sharing or transfer; and (iii) you have, and will continue to have, the right to transfer, share, or provide access to, Personal Information to us.

(a) Definitions.

“CCPA” means the California Consumer Privacy Act of 2018 (including as amended by the California Privacy Rights Act of 2020), and any regulations and guidance promulgated thereunder.

“Consumer” means “consumer,” “data subject,” or other similar terms defined under Data Protection Laws.

“Data Protection Laws” mean all applicable laws, ordinances, rules, regulations (including industry self-regulation), guidelines, and standards (e.g., PCI-DSS) relating to privacy and data protection, cybersecurity, breach notification, consumer protection, and otherwise pertaining to the collection, use, disclosure, integrity, security, transfer, or other processing of, Personal Information.

“Deidentified Data” means “De-identified Data” or data that has been “Deidentified” as those terms are defined in Data Protection Laws. In the absence of such definitions, “Deidentified Data” means information that cannot reasonably be used to infer information about, or otherwise be linked to, a particular Consumer or a device linked to a particular Consumer.

“Personal Information” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device, and includes, information that is defined or protected under Data Protection Law.

“Processor” means a person who processes Personal Information on behalf of another person and includes “service provider” and “processor” as defined under Data Protection Laws.

“Business Purpose,” “Sell,” and “Share” each has the meaning given to them in the Data Protection Laws.

13.9. Terms Required by Data Protection Laws.

You acknowledge and agree that you will process the Personal Information in accordance with our documented instructions solely as a Processor, for the purposes consistent with the license granted to the Data in Section 13.7 of this Agreement and, as to CCPA Personal Information, to carry out the Business Purposes applicable to such purposes (collectively, the “Agreed Purposes”), which you agree and acknowledge are the sole purposes for which we are making available the Personal Information. Without limiting the generality of the foregoing, you must: (i) not Sell or Share the Personal Information (defined below); (ii) not retain, use, and disclose the Personal Information for any purpose (including a commercial purpose) other than for the Agreed Purposes; (iii) not retain, use, or disclose the Personal Information outside of the direct business relationship between us and you, including combining or updating the Personal Information received from us, by us or on our behalf with Personal Information that you receive from another person; (iv) provide the same level of privacy protection as required by Controllers under Data Protection Laws, including by, for example, cooperating with us in responding to and complying with Consumers’ requests made pursuant to Data Protection Laws; and (v) notify us promptly within five (5) business days or, if sooner, the time required by Data Protection Laws, after you make a determination that you can no longer meet your obligations under this Agreement or Data Protection Laws.

You grant us the right, upon notice, to take reasonable and appropriate steps to stop and remediate your unauthorized use of the Personal Information. You certify that you understand and will comply with the restrictions and obligations applicable to the Personal Information under any Data Protection Laws. For the purposes of this Section, “Personal Information” means any of the Data that constitutes Personal Information. To the extent you receive from us or otherwise collect Deidentified Data as part of the System, you agree to: (i) maintain such data as Deidentified and take reasonable measures to ensure that such Deidentified Data cannot be associated with an individual or household (including implementing technical safeguards and business processes to prevent reidentification or inadvertent release of the Deidentified Data); (ii) publicly commit to maintain and use the data in Deidentified form and not to attempt to reidentify the data; and (iii) contractually obligate any third parties receiving such data from you to also commit to these same requirements. You may permit processing of the Personal Information on our behalf by third parties that we agree to in advance in writing (“Subprocessors”). You must flow down the privacy and security requirements of this Agreement to any Subprocessors in a written agreement binding upon each such Subprocessor to terms that include restrictions and obligations that are required by Data Protection Laws and that are no less restrictive than the terms of this Agreement. You will be solely responsible for all actions and omissions of its Subprocessors.

13.10. Assistance with Consumer Requests.

(a) You must take appropriate measures and provide all reasonable cooperation and assistance that we request in respect of fulfillment of our obligations to respond to Consumer rights requests.

(b) If you receive a notice, communication, claim, or complaint from a person (including a governmental authority) regarding, or a Consumer request relating to, the Personal Information, then you will promptly: (i) advise the relevant person or Consumer to make the claim, complaint or request directly to us; (ii) give written notice of the notice, communication, claim, complaint or request to us; and (iii) cooperate with and assist us to respond to the claim, complaint, or request.

(c) You must take appropriate measures and provide all reasonable cooperation and assistance requested by us in respect of fulfillment of our obligations to respond to Consumer rights requests.

13.11. Reviews and Audits. At our request, you agree to provide us with all information, records, files, logs, reports, audits, documents, assessments or other materials necessary to confirm your compliance with this Section 13.11 and applicable Data Protection Laws. At our sole discretion, you grant us, or a third party elected by us, permission to perform an assessment, audit, examination or review of all technical and organizational security and privacy controls, including your physical and/or technical environment, in relation to all Personal Information collected, used, transferred, stored or otherwise processed by you pursuant to this Agreement. You must fully cooperate by providing access to all personnel, facilities, and systems as necessary to complete the audit. In addition, at our request, you must provide us with the results of any audit performed by or on your behalf that assesses the effectiveness of your security and privacy measures.

13.12. HIPAA. Although the Health Insurance Portability and Accountability Act (HIPAA) may or may not apply to your Business, we require that you comply with HIPAA to ensure the highest level of protection of client information. HIPAA imposes certain legal obligations to: (a) keep a client's health care information confidential; (b) disclose that information to clients and third parties when requests are properly submitted; and (c) ensure the privacy and security of client health care information shared with any "business associate" as defined under the HITECH Act, such as service providers, attorneys, or third-party billing companies. You must also comply with all other federal and state laws regulating the privacy and security of patient health care and other personal information.

13.13. Extranet. You agree to comply with our requirements (as set forth in the Manual or otherwise in writing) with respect to establishing and maintaining telecommunications connections between your Computer System and our Extranet and/or such other computer systems as we may reasonably require. The term "Extranet" means a private network based upon Internet protocols that will allow users inside and outside of our headquarters to access certain parts of our computer network via the Internet. We may establish an Extranet (but are not required to do so or to maintain an Extranet). The Extranet may include, among other things, the Manual, training and other assistance materials, and management reporting solutions (both upstream and downstream, as we may direct). You agree to purchase and maintain such computer software and hardware (including telecommunications capacity) as may be required to connect to and utilize the Extranet. You agree to execute and deliver to us such documents as we may deem reasonably necessary to permit you to access the Extranet.

13.14. Maintenance of Premises. You agree to renovate, remodel and make all improvements and alterations to your office premises that we reasonably require from time to time to reflect our then-current image, appearance and specifications. You agree to maintain your office in good order and condition, reasonable wear and tear excepted, and make all necessary repairs, including replacements, renewals and alterations, at your sole expense, to comply with our standards and specifications. Without limiting the generality of the foregoing, you agree to take the following actions at your sole expense: (i) thorough cleaning, repainting, and redecorating of the interior and exterior of the office at the intervals we may prescribe (or at such earlier times that such actions are required or advisable); and (ii) interior and exterior repair of the office as needed.

13.15. Hours of Operation. You must operate your Business during the minimum hours of

operation that we specify. If there are any conflicting requirements regarding your office hours imposed by your landlord or applicable law, you must establish specific hours of operation and submit those hours to us for approval. You understand that your clients may require assistance outside normal office hours. Accordingly, you must ensure that at all times you have one or more “on-call” employees who are available to assist clients outside your normal office hours.

13.16. Customer Complaints. If you receive a client complaint, you must follow the complaint resolution process that we specify to protect the goodwill associated with the Marks. You must respond promptly to all inquiries and complaints from customers.

13.17. Customer Surveys. We may use customer surveys and similar tools established and administered by us or by third parties on our behalf for marketing, sales, and quality assurance purposes.

13.18. Non-Compliance. If you fail to comply with the operational standards, system standards, or other operational requirements under this Agreement or the Operations Manual, you shall pay Franchisor a noncompliance fee in the amount \$500 per violation, per day, after the expiration of the cure period until the non-compliance is remedied to our satisfaction, together with Franchisor’s actual and reasonable fees, costs, and expenses incurred in monitoring, investigating, enforcing, or curing such noncompliance (including reasonable attorneys’ fees, consultants’ fees, inspection costs, and travel expenses), payable upon demand. Franchisor may impose this fee in addition to, and not in lieu of, any other rights or remedies available to Franchisor under this Agreement or at law or in equity.

14. FEES.

14.1. Initial Franchise Fee. You agree to pay us an initial franchise fee of \$59,500 for one territory. This initial franchise fee is fully earned by us when we sign this Agreement and is non-refundable.

14.2. Multi-Territory Development Fee. You agree to pay us a Multi-Territory Development Fee based on the applicable number of additional territories purchased, if any, as identified in the Multi-Territory Addendum. This Multi-Territory Development Fee is fully earned by us when we sign this Agreement and is non-refundable.

14.3. Royalty Fee. On each Tuesday for the sales week ending the immediately preceding Sunday, you agree to pay us a royalty fee.

(a) The royalty fee is 7% of your Gross Revenues for the first \$1,500,000 in annual Gross Revenues, plus 6% of Gross Revenues for those annual Gross Revenues between \$1,500,000.01 and \$3,000,000, plus 5% of Gross Revenues above \$3,000,000. If you do not meet the Minimum Performance Standards, you will be required to pay the difference between the royalty fee that would have been paid had you met the Minimum Performance Standards, and the amount of the royalty fee actually paid by you during the applicable period of time.

(b) If you previously operated a home care business and are converting to a SOLENVIA Business, we may agree to reduce royalty fees temporarily on any existing clients on a case-by-case basis, as determined by an analysis of your existing business.

(c) If you fail to timely report Gross Revenues, then we may require you to pay a fee of

\$150 for each such occurrence, which will be due 14 days after invoicing.

14.4. Operations Fees. You must pay us the following fees on a monthly basis:

- (a) \$5 per client per client billing cycle for client billing services;
- (b) \$5 per client call during the subject month taken on behalf of Franchisee pursuant to the call center and client intake;
- (c) \$250/month for each 10-pickup grouping (prorated) for dispatch and route building; and
- (d) Technology fee equal to \$440 per month (which can be increased up to 10% on an annual basis).

14.5. Other Fees and Payments. You agree to pay all other fees, expense reimbursements and other amounts specified in this Agreement in a timely manner as if fully set forth in this Section 14. You also agree to promptly pay us an amount equal to all taxes levied or assessed against us based upon goods or services that you sell or based upon goods or services that we furnish to you (other than income taxes that we pay based on amounts that you pay us under this Agreement).

14.6. Payment Non-Compliance Fee; Interest. If any sums due under this Agreement have not been received by us when due (or there are insufficient funds in your Account to cover any sums owed to us when due) then, in addition to those sums, plus interest on the amounts past due at the rate equal to 18% per annum (prorated on a daily basis), or the highest rate permitted by your state's law (whichever is less). If no due date has been specified by us, then interest begins to run 10 days after we bill you. We will not impose a late fee for any amounts paid pursuant to Section 14.5 of this Agreement if, but only to the extent that, sufficient funds were available in your Account to be applied towards the payments at the time the payments became due and payable. However, we may impose a late fee for any amounts that we are unable to reasonably determine due to your failure to furnish us with a report required by Section 16.3 of this Agreement within the required period of time or record sales in a timely manner, in which case we may assess a late fee on the entire amount that was due and payable. In addition to the late fee, you also agree to pay us a payment noncompliance fee of \$150 or the maximum amount permitted by applicable law (whichever is less) for each instance where either: (a) we debit your Account and there are insufficient funds; or (b) a check from you is dishonored by your bank due to insufficient funds in your account. You acknowledge that this Section 14.6 does not constitute our agreement to accept the late payments after same are due, or a commitment by us to extend credit to or otherwise finance the operation of your Business.

14.7. Method of Payment. You must complete and send us an ACH Authorization Form allowing us to electronically debit a banking account that you designate (your "Account") for: (a) all fees payable to us pursuant to this Agreement (other than the initial franchise fee); and (b) any amounts that you owe to us or any of our affiliates for the purchase of goods or services. We will debit your Account for these payments on or after the due date. Our current form of ACH Authorization Form is attached to this Agreement as ATTACHMENT "F". You must sign and deliver to us any other documents that we or your bank may require to authorize us to debit your Account for these amounts. You must deposit into the Account all revenues that you generate from the operation of your Business. You must make sufficient funds available for withdrawal by electronic transfer before each due date. If there are insufficient funds

in your Account to cover all amounts that you owe, any excess amounts that you owe will be payable upon demand, together with any late charge imposed pursuant to Section 14.4. You must pay all service charges and other fees that your bank imposes for any debits that are not honored or processed by your bank for any reason.

14.8. Application of Payments. We have sole discretion to apply any payments from you to any past due indebtedness of yours or in any other manner we determine is appropriate.

14.9. No Right of Set-Off. You agree that you will not, for any reason, delay or withhold the payment of any amount due to us under this Agreement; put into escrow any payment due to us; or set-off payments due to us against any claims or alleged claims that you may allege against us, the Brand Development Fund, our affiliates, suppliers, or others.

15. RESTRICTIVE COVENANTS.

15.1. Reason for Covenants. You acknowledge that you would not have access to the Intellectual Property and the training and assistance that we provide except through implementation of this Agreement. You also acknowledge that competition by you, the Owners or persons associated with you or the Owners (including family members) could seriously jeopardize the entire franchise system because you and the Owners have received an advantage through knowledge of our operations and Know-how related to the System. Accordingly, you and the Owners agree to comply with the covenants described in this Section to protect the Intellectual Property and our franchise system.

15.2. Our Know-how. You and the Owners agree that:

(a) Neither you nor any Owner will use the Know-how in any business or capacity other than the operation of your Business pursuant to this Agreement;

(b) You and the Owners will maintain the confidentiality of the Know-how at all times;

(c) neither you nor any Owner will make unauthorized copies of documents containing any Know-how;

(d) you and the Owners will take all reasonable steps that we require from time to time to prevent unauthorized use or disclosure of the Know-how; and

(e) you and the Owners will stop using the Know-how immediately upon the expiration, termination or Transfer of this Agreement, and any Owner who ceases to be an Owner before the expiration, termination or Transfer of this Agreement will stop using the Know-how immediately at the time he or she ceases to be an Owner.

15.3. Unfair Competition During Term. You and your Owners agree not to unfairly compete with us during the Term by engaging in any of the following activities ("Prohibited Activities"):
(a) owning, maintaining, developing, operating, engaging in, franchising or licensing, making loans to, leasing real or personal property to, and/or having any whatsoever interest in, or rendering services, consulting, and/or giving advice to (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity, including to an immediate family

member) in any Competitive Business, other than owning an interest of five percent (5%) or less in a publicly traded company that is a Competitive Business; or (b) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); or (c) inducing any client of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

15.4. Unfair Competition After Term. During the Post-Term Restricted Period, you and your Owners agree not to engage in any Prohibited Activities. Notwithstanding the foregoing, you and your Owners may have an interest in a Competitive Business during the Post-Term Restricted Period as long as the Competitive Business is not located within and does not provide competitive goods or services to clients who are located within, the Restricted Territory. If you or an Owner engages in a Prohibited Activity during the Post-Term Restricted Period (other than having an interest in a Competitive Business that is permitted under this Section), then the Post-Term Restricted Period applicable to you or the non-compliant Owner, as applicable, shall be extended by the period of time during which you or the non-compliant Owner, as applicable, engaged in the Prohibited Activity.

15.5. Employees and Others Associated with You. You must ensure that all of your employees, officers, directors, partners, members, independent contractors and other persons associated with you or your Business who may have access to our Know-how, and who are not required to sign a Brand Protection Agreement, sign and send us a Confidentiality Agreement before having access to our Know-how. You must use your best efforts to ensure that these individuals comply with the terms of the Brand Protection Agreements and Confidentiality Agreements, as applicable, and you must immediately notify us of any breach that comes to your attention. You agree to reimburse us for all reasonable expenses that we incur in enforcing a Brand Protection Agreement or Confidentiality Agreement, as applicable, including reasonable attorneys' fees and court costs.

15.6. Covenants Reasonable. You and the Owners acknowledge and agree that: (a) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (b) our use and enforcement of covenants similar to those described above with respect to other of our franchisees benefits you and the Owners in that it prevents others from unfairly competing with your Business.

15.7. Breach of Covenants. You and the Owners agree that failure to comply with the terms of this Section 15 will cause substantial and irreparable damage to us and/or other of our franchisees for which there is no adequate remedy at law. Therefore, you and the Owners agree that any violation of the terms of this Section 15 will entitle us to injunctive relief. We may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you or an Owner may have against us, regardless of cause or origin, cannot be used as a defense against our enforcement of this Section 15.

16. YOUR OTHER RESPONSIBILITIES.

16.1. **Insurance.**

(a) For your protection and ours, you agree to maintain insurance as specified in the Manuals. As of the Effective Date, the insurance policies are as follows:

- Commercial General Liability- \$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage including products liability, personal & advertising liability on an occurrence form including abuse and molestation for not less than \$300,000 aggregate;
- Property insurance- Coverage written on Special Form Basis on all assets including inventory, furniture, fixtures, equipment, supplies, buildout and property of others used in the operation of the Franchised Business using 100% Replacement Cost;
- Business Income & Extra Expense- For not less than 50% of your gross sales or 12 months Actual Loss Sustained basis and include extended period of indemnity for 180 days; including Franchisor's Royalty Fees;
- Professional liability - \$2,000,000.00 limit to cover errors and omissions claims in providing professional services to your clients;
- Auto liability - \$1,000,000 Combined Single Limit Liability for all owned, non-owned and hired autos used in the franchised business;
- Third Party Crime – a policy for \$25,000 for theft of client's property by one of your employees;
- Workers' compensation insurance that complies with the statutory requirements of the state in which the Franchised Business is located and Employer's Liability coverage with a minimum limit of \$1,000,000; if applicable
- Umbrella Liability - \$1,000,000 limit to extend over the Commercial General Liability, Automobile Liability, and Employer's Liability coverages;
- Employment Practices Liability - \$1,000,000 limit for employment wrongful acts including third party liability for harassment and discrimination of non-employees, also including a minimum of \$100,000 Wage & Hour Defense coverage and the policy must name us as Co-Defendant;
- Cyber Liability - \$1,000,000 limit including but not limited to cyber data breaches, identity theft, PCI compliance, ransomware, notification costs and defense expenses and social engineering sublimit of a minimum of \$100,000; and
- any other insurance that we specify in the Manual from time to time.

(b) All insurance must be provided by an A- VII rated insurance company by Best's Insurance Review and be acceptable to us and secured from an approved vendor. We reserve the right to require use of a single approved broker at any time for which you will need to comply. You must send us a certificate of insurance naming us as an additional insured on all liability policies except the Employment Practices Liability policy where you will name us Co-Defendant. If you do not comply with these insurance requirements, we reserve the right but not the duty to force place insurance on your behalf and charge you any premium due plus an administration charge which will be payable immediately to us. All policies must contain a waiver of subrogation and be primary and non-contributory to any insurance we might carry and provide 30 days' written notice of cancellation to us as an additional insured.

(c) Upon 10 days' notice to you, we may increase the minimum protection requirement as of

the renewal date of any policy and require different or additional types of insurance at any time, including excess liability (umbrella) insurance, to reflect inflation, identification of special risks, changes in law or standards or liability, higher damage awards or other relevant changes in circumstances. If you fail to maintain any required insurance coverage, we have the right to obtain the coverage on your behalf (which right shall be at our option and in addition to our other rights and remedies in this Agreement), and you must promptly sign all applications and other forms and instruments required to obtain the insurance and pay to us, within 10 days after invoicing, all costs and premiums that we incur.

(d) You agree to provide us with proof of coverage prior to opening, within 10 days of any renewal of a policy and at any other time on demand.

16.2. Books and Records. You agree to prepare and maintain at your business for at least seven (7) years after their preparation, complete and accurate books, records, accounts and tax returns pertaining to your Business. You must send us copies of your tax returns relating to your Business within 30 days after filing. You must send us copies of your other books and records within seven (7) days of our request.

16.3. Reports. You agree to prepare all reports that we require in the form and manner that we require, which may include reports listing client inquiries, referral source data, networking activities, events, employee applications, recruitment activities, employee turnover, invoices, payments, and other items that we specify in the Manual and subject to requirements or restrictions of applicable Data Protection Laws. If we require that you purchase a computer and/or automated cash management system that allows us to electronically retrieve information concerning your sales transactions, you agree that we will have the right to electronically poll your computer and/or automated cash management system to retrieve and compile information regarding the operation of your Business. If you fail to timely submit any report, financial statement, certification, or other information required under this Agreement, you shall pay Franchisor a late reporting fee in the amount of \$150 for each reporting period (or portion thereof) that such failure continues. This fee is intended to compensate Franchisor for the administrative burden caused by your noncompliance and is payable upon demand. Franchisor may impose this fee in addition to, and not in lieu of, any other rights or remedies available to Franchisor under this Agreement or at law or in equity, including the right to declare a default.

16.4. Financial Statements. Within 90 days after the end of each calendar year, you must prepare a balance sheet for your Business (as of the end of the calendar year) and an annual statement of profit and loss and source and application of funds. All financial statements must be: (i) verified and signed by you certifying to us that the information is true, complete, and accurate; (ii) prepared on an accrual basis in compliance with Generally Accepted Accounting Principles; and (iii) submitted in any format that we reasonably require. We have the right to require that your financial statements be audited by a certified public accountant. You agree to send us a copy of any financial statement required by this Section upon request. You authorize us to disclose the financial statements, reports, and operating data in our franchise disclosure document, to prospective franchisees, regulatory agencies and others at our discretion, provided the disclosure is not prohibited by applicable law.

16.5. Legal Compliance. You must secure and maintain in force all required licenses, permits and regulatory approvals for the operation of your Business and operate and manage your Business in full compliance with all applicable laws, ordinances, rules and regulations. You must obtain all professional licensing required by the state and locality in which you conduct Business, including

licenses applicable to home health care agencies and/or senior care providers. You agree to comply with all requirements imposed upon those licensees, including obtaining any required bond. If required by applicable law, you must engage the services of a registered nurse to assess new clients, provide ongoing supervision and implementation of care, and train your staff. To the extent applicable, you must comply with all corporate practice of medicine laws and all other federal, state, and local laws and regulations governing the healthcare industry. You must notify us in writing within two (2) business days of the beginning of any action, suit, investigation or proceeding, or of the issuance of any order, writ, injunction, disciplinary action, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation of your Business or your financial condition. You must immediately deliver to us a copy of any inspection report, warning, certificate or rating by any governmental agency involving any health or safety law, rule or regulation that reflects your failure to fully comply with the law, rule or regulation.

17. INSPECTION AND AUDIT.

17.1. Inspections. To ensure compliance with this Agreement, we or our representatives will have the right to enter your business, evaluate your operations and inspect or examine your books, records, accounts and tax returns. Our evaluation may include monitoring the provision of the services by you and your employees, contacting your landlord, clients and/or employees. We may conduct our evaluation at any time and without prior notice. During the course of our inspections, we and our representatives will use reasonable efforts to minimize our interference with the operation of your Business, and you and your employees will cooperate and not interfere with our inspection. You consent to us accessing your computer system and retrieving any information that we deem appropriate in conducting the inspection. We may also use “mystery shoppers” to conduct unannounced calls to determine if our required inquiry procedures are being followed.

17.2. Audit. We have the right, at any time, to have an independent audit made of your books and financial records. You agree to fully cooperate with us and any third parties that we hire to conduct the audit. If an audit reveals an understatement of your Gross Revenues or any amount that you owe us, you agree to immediately pay to us any additional fees that you owe us together with any late fee payable pursuant to Section 14.4. Any audit will be performed at our cost and expense unless the audit: (i) is necessitated by your failure to provide the information requested or to preserve records or file reports as required by this Agreement; or (ii) reveals an understatement of any amount due to us by three percent (3%) or more, in which case you agree to reimburse us for the cost of the audit or inspection, including reasonable accounting and attorneys’ fees and travel and lodging expenses that we or our representatives incur. The audit cost reimbursements will be due 10 days after invoicing. We shall not be deemed to have waived our right to terminate this Agreement under Section 21.2(1) by accepting reimbursements of our audit costs.

18. INTELLECTUAL PROPERTY.

18.1. Ownership and Use of Intellectual Property. You acknowledge that: (i) we are the sole and exclusive owner of the Intellectual Property and the goodwill associated with the Marks; (ii) your right to use the Intellectual Property is derived solely from this Agreement; and (iii) your right to use the Intellectual Property is limited to a license granted by us to operate your Business during the Term pursuant to, and only in compliance with, this Agreement, the Manual, and all applicable standards, specifications and operating procedures that we prescribe from time to time. You may not use any of the

Intellectual Property in connection with the sale of any unauthorized product or service or in any other manner not expressly authorized by us. Any unauthorized use of the Intellectual Property constitutes an infringement of our rights. You agree to comply with all provisions of the Manual governing your use of the Intellectual Property. This Agreement does not confer to you any goodwill, title or interest in any of the Intellectual Property.

18.2. Changes to Intellectual Property. We have the right to modify the Intellectual Property at any time in our sole and absolute discretion, including by changing the Marks, the System, the Copyrights or the Know-how. If we modify or discontinue use of any of the Intellectual Property, then you must comply with any such instructions from us within 30 days at your expense. We will not be liable to you for any expenses, losses or damages that you incur (including the loss of any goodwill associated with a Mark) because of any addition, modification, substitution or discontinuation of the Intellectual Property.

18.3. Use of Marks. You agree to use the Marks as the sole identification of your Business; provided, however, that you must identify yourself as the independent owner of your Business in the manner that we prescribe. You may not use any Marks in any modified form or as part of any corporate or trade name or with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you by this Agreement). You agree to: (i) prominently display the Marks on or in connection with any media advertising, promotional materials, posters and displays, receipts, stationery and forms that we designate and in the manner that we prescribe to give notice of trade and service mark registrations and copyrights; and (ii) obtain any fictitious or assumed name registrations required under applicable law. You may not use the Marks in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation or in any manner that is likely to confuse or result in liability to us for any indebtedness or obligation of yours.

18.4. Use of Know-how. We will disclose the Know-how to you in the initial training program, the Manual, and in other guidance furnished to you during the Term. You agree that you will not acquire any interest in the Know-how other than the right to utilize it in strict accordance with the terms of this Agreement in the development and operation of your Business. You acknowledge that the Know-how is proprietary and is disclosed to you solely for use in the development and operation of your Business during the Term.

18.5. Improvements. If you conceive of or develop any improvements or additions to the marketing, method of operation or the services or products offered by a SOLENVIA Business (collectively, "Improvements"), you agree to promptly and fully disclose the Improvements to us without disclosing the Improvements to others. You must obtain our approval before using any such Improvements. Any Improvement that we approve may be used by us and any third parties that we authorize to operate a SOLENVIA Business, without any obligation to pay you royalties or other fees. You must assign to us or our designee, without charge, all rights to any such Improvement, including the right to grant sublicenses. In return, we will authorize you to use any Improvements that we or other franchisees develop that we authorize for general use in connection with the operation of a SOLENVIA Business.

18.6. Notification of Infringements and Claims. You must immediately notify us of any: (i) apparent infringement of any of the Intellectual Property; (ii) challenge to your use of any of the Intellectual Property; or (iii) claim by any person of any rights in any of the Intellectual Property. You may not communicate

with any person other than us and our counsel in connection with any such infringement, challenge or claim. We will have sole discretion to take such action as we deem appropriate. We have the right to exclusively control any litigation, Patent and Trademark Office proceeding, or other proceeding arising out of any such infringement, challenge or claim. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interest in any such litigation, Patent and Trademark Office proceeding or other proceeding, or to otherwise protect and maintain our interest in the Intellectual Property.

19. INDEMNITY.

19.1 Indemnification by You. You agree to indemnify the Indemnified Parties and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them arising out of, as a result of, or in connection with any of the following: (i) the marketing, use or operation of your Business or your performance and/or breach of any of your obligations under this Agreement; (ii) any claim related to a data security breach or violation of applicable Data Protection Laws; (iii) any Claim relating to taxes or penalties assessed by any governmental entity against us that are directly related to your failure to pay or perform functions required of you under this Agreement; (iv) any labor, employment or similar type of Claim pertaining to your employees, including claims alleging that we are a joint employer of your employees; and (v) any actions, investigations, rulings or proceedings conducted by any state or federal agency relating to your employees, including the United States Department of Labor, the Equal Employment Opportunity Commission and the National Labor Relations Board. You and your Owners agree to give us notice of any action, suit, proceeding, claim, demand, inquiry or investigation described above. The Indemnified Parties shall have the right, in their sole discretion to: (i) retain counsel of their own choosing to represent them with respect to any Claim; and (ii) control the response thereto and the defense thereof, including the right to enter into an agreement to settle such Claim. You may participate in such defense at your own expense. You agree to give your full cooperation to the Indemnified Parties in assisting the Indemnified Parties with the defense of any such Claim, and to reimburse the Indemnified Parties for all of their costs and expenses in defending any such Claim, including court costs and reasonable attorneys' fees, within 10 days of the date of each invoice delivered by such Indemnified Party to you enumerating such costs, expenses and attorneys' fees.

19.2 Indemnification by Us. Provided that you are not in default under this Agreement or any other agreement with us or our affiliates, we will indemnify you and your Owners and hold them harmless for, from and against any and all Losses and Expenses incurred by any of them as a result of or in connection with any Claim asserted against you and/or your Owners based upon the violation of any third party's intellectual property rights caused by your use of our Marks in strict compliance with the terms of this Agreement and the Manual. You must promptly notify us of any such Claim and fully cooperate with us in the defense of such Claim.

20. TRANSFERS.

20.1. By Us. This Agreement and the franchise are fully assignable by us (without prior notice to you) and shall inure to the benefit of any assignee(s) or other legal successor(s) to our interest in this Agreement, provided that we shall, subsequent to any such assignment, remain liable for the performance of our obligations under this Agreement up to the effective date of the assignment. We may also delegate some or all of our obligations under this Agreement to one or more persons without assigning the Agreement.

20.2. By You. You understand that the rights and duties created by this Agreement are personal to you and the Owners and that we have granted the franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of you and your Owners. Therefore, neither you nor any Owner may engage in any Transfer other than a Permitted Transfer without our prior written approval. Any Transfer (other than a Permitted Transfer) without our approval is void and constitutes a breach of this Agreement. We will not unreasonably withhold our approval of any proposed Transfer if the following conditions are all satisfied:

(a) the proposed transferee is, in our opinion, an individual of good moral character, who has sufficient business experience, aptitude and financial resources to own and operate a SOLENVIA Business and otherwise meets all of our then-applicable standards for franchisees;

(b) you and your Owners are in full compliance with the terms of this Agreement and all other agreements with us or our affiliate;

(c) all of the owners of the transferee have successfully completed, or made arrangements to attend, the initial training program (and the transferee has paid us the training fee for each new person who must attend training);

(d) your landlord consents to your assignment of the lease to the transferee, or the transferee is diligently pursuing an approved substitute location within the Territory;

(e) the transferee and its owners, to the extent necessary, have obtained all licenses, permits and credentialing required by applicable law in order to own and operate the Business;

(f) the transferee (and its owners if the transferee is an Entity) sign our then-current form of franchise agreement (unless we, in our sole discretion, instruct you to assign this Agreement to the transferee), except that: (a) the Term and successor term(s) shall be the Term and successor term(s) remaining under this Agreement; and (b) the transferee need not pay a separate initial franchise fee;

(g) you or the transferee pay us a transfer fee equal to 30% of our then-current initial franchise fee (we waive this fee if the transferee is an Owner's spouse or adult child, although we may charge you our then-current training fee to train these individuals);

(h) if the buyer was referred by a broker, you pay all applicable broker fees;

(i) you and your Owners sign a General Release for all claims arising before or contemporaneously with the Transfer;

(j) you enter into an agreement with us to subordinate the transferee's obligations to you to the transferee's financial obligations owed to us pursuant to the franchise agreement;

(k) we do not elect to exercise our right of first refusal described in Section 20.5; and

(l) you or the transferring Owner, as applicable, and the transferee have satisfied any other conditions we reasonably require as a condition to our approval of the Transfer.

Our consent to a Transfer does not constitute a waiver of any claims we may have against the transferor, nor may it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions of the franchise by the transferee.

20.3. Permitted Transfers. You may engage in a Permitted Transfer without our prior approval, but you must give us at least 10 days' prior written notice. You and the Owners (and the transferee) agree to sign all documents that we reasonably request to effectuate and document the Permitted Transfer.

20.4. Death or Permanent Disability of an Owner. Upon the death or permanent disability of an Owner, the Owner's ownership interest in you or the franchise, as applicable, must be assigned to another Owner or to a third party approved by us within 180 days after the death or permanent disability. Any assignment to a third party will be subject to all of the terms and conditions of Section 20.2, unless the assignment qualifies as a Permitted Transfer. For purposes of this Section, an Owner is deemed to have a "permanent disability" only if the person has a medical or mental infirmity that will prevent the person from substantially complying with his or her obligations under this Agreement or otherwise operating the Business in the manner required by this Agreement and the Manual for a continuous period of at least three (3) months.

20.5. Our Right of First Refusal. If you or an Owner desire to engage in a Transfer, you or the Owner, as applicable, must obtain a bona fide, signed written offer from the fully disclosed purchaser and submit an exact copy of the offer to us. We will have 30 days after receipt of the offer to decide whether we will purchase the interest in your Business or the ownership interest in you for the same price and upon the same terms contained in the offer (however, we may substitute cash for any form of payment proposed in the offer). If, during the 30-day period, we notify you that we intend to purchase the interest, you or the Owner, as applicable, must sell the interest to us. We will have at least an additional 30 days to prepare for closing. We will be entitled to receive from you or the Owner, as applicable, all customary representations and warranties given by you as the seller of the assets or the Owner as the seller of the ownership interest or, at our election, the representations and warranties contained in the offer. If we do not exercise our right of first refusal, you or the Owner, as applicable, may complete the Transfer to the purchaser pursuant to and on the terms of the offer, subject to the requirements of Section 20.2 (including our approval of the transferee). However, if the sale to the purchaser is not completed within 120 days after delivery of the offer to us, or there is a material change in the terms of the sale, we will again have the right of first refusal specified in this Section. Our right of first refusal in this Section does not apply to any Permitted Transfer.

21. TERMINATION.

21.1. By You. You may terminate this Agreement if we materially breach this Agreement and fail to cure the breach within 90 days after you send us a written notice specifying the nature of the breach. If you terminate this Agreement, you must still comply with your post-termination obligations described in Section 22 and all other obligations that survive the expiration or termination of this Agreement.

21.2. Termination By Us Without Cure Period. We may, in our sole discretion, terminate this Agreement without opportunity to cure, effective immediately upon receipt of written notice by you, for any of the following reasons (all of which constitute material events of default under this Agreement):

- (a) if the Managing Owner, or any successor, fails to satisfactorily complete the initial training program in the manner required by Section 5.1;
- (b) if you fail to open your Business within the time period required by Section 8.3;
- (c) if you become insolvent by reason of your inability to pay your debts as they become due or you file a voluntary petition in bankruptcy or any pleading seeking any reorganization, liquidation, dissolution or composition or other settlement with creditors under any law, or are the subject of an involuntary bankruptcy (which may or may not be enforceable under the Bankruptcy Act of 1978);
- (d) if your Business, or a substantial portion of the assets associated with your Business, are seized, taken over or foreclosed by a government official in the exercise of his or her duties, or seized, taken over or foreclosed by a creditor, lienholder or lessor; or a final judgment against you remains unsatisfied for 30 days (unless a supersedeas or other appeal bond has been filed); or a levy of execution has been made upon the license granted by this Agreement or upon any property used in your Business, and it is not discharged within five (5) days of the levy;
- (e) if you abandon or fail to operate your Business for three (3) consecutive business days, unless the failure is due to an event of Force Majeure or another reason that we approve;
- (f) if a regulatory authority suspends or revokes a license or permit held by you or an Owner that is required to operate the Business, even if you or the Owner still maintain appeal rights;
- (g) if you or an Owner (a) is convicted of or pleads no contest to a felony, a crime involving moral turpitude or any other material crime or (b) is subject to any material administrative disciplinary action or (c) fails to comply with any material federal, state or local law or regulation applicable to your Business;
- (h) if you or an Owner commits an act that can reasonably be expected to adversely affect the reputation of the System, or the goodwill associated with the Marks;
- (i) if you manage or operate your Business in a manner that presents a health or safety hazard to your clients, employees or the public;
- (j) if you or an Owner make any material misrepresentation to us, whether occurring before or after being granted the franchise;
- (k) if you fail to pay any amount owed to us or an affiliate of ours within 15 days after receipt of a demand for payment (including any amount owed pursuant to a promissory note);
- (l) if you underreport any amount owed to us by at least three percent (3%), after having already committed a similar breach that had been cured in accordance with Section 21.3;
- (m) if you make an unauthorized Transfer;
- (n) if you make an unauthorized use of the Intellectual Property;

- (o) if you breach any of the restrictive covenants described in Section 15;
- (p) if any Owner or the spouse of any Owner breaches a Franchise Owner Agreement;
- (q) if the lease for your office is terminated due to your default;
- (r) if we send you three (3) or more default notices during any 12-consecutive-month period, regardless of whether such defaults are cured; or
- (s) if you are in default of any other agreement between you and us or any of our affiliates.

21.3. Additional Conditions of Termination. In addition to our termination rights in Section 21.2, we may, in our sole discretion, terminate this Agreement upon 30 days' written notice if you or an Owner fail to comply with any other provision of this Agreement (including any mandatory provision in the Manual) or any other agreement with us, unless such default is cured, as determined by us in our sole discretion, within such 30-day notice period. If we deliver a notice of default to you pursuant to this Section 21.3, we may suspend performance of any of our obligations under this Agreement until you fully cure the breach. If applicable law requires a longer cure period than 30 days, then the longer cure period imposed by applicable law will apply.

21.4. Mutual Agreement to Terminate. If you and we mutually agree in writing to terminate this Agreement, you and we will be deemed to have waived any required notice period.

22. POST-TERM OBLIGATIONS.

22.1. Obligations of You and the Owners. After the termination, expiration or Transfer of this Agreement, you and the Owners agree to:

- (a) immediately cease to use the Intellectual Property;
- (b) pay us all amounts that you owe us;
- (c) comply with all covenants described in Section 15 that apply after the expiration, termination or Transfer of this Agreement or the disposal of an ownership interest by an Owner;
- (d) return all copies of the Manual, or any portions thereof, as well as all signs, sign faces, brochures, advertising and promotional materials, forms, and any other materials bearing or containing any of the Marks, Copyrights or other identification relating to a SOLENVIA Business, unless we allow you to transfer such items to an approved transferee;
- (e) take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to your use of any of the Marks;

- (f) provide us with a list of all of your current, former and prospective clients;
- (g) assign all client contracts to us (unless we allow you to transfer those contracts to an approved transferee);
- (h) assist and cooperate with us to effectuate an efficient, professional and orderly transition of client servicing functions to us, the transferee (if applicable), another franchisee, or a third-party service provider, as determined by us;
- (i) make such modifications and alterations to your office premises that are necessary or that we require to prevent any association between us or the System and any business subsequently operated by you or any third party at the premises; provided, however, that this subsection does not apply if your franchise is transferred to an approved transferee or if we exercise our right to assume the lease for your office;
- (j) notify all telephone companies, listing agencies and domain name registration companies (collectively, the “Agencies”) of the termination or expiration of your right to use: (a) the telephone numbers and/or domain names, if applicable, related to the operation of your Business; and (b) any regular, classified or other telephone directory listings associated with the Marks (you hereby authorize the Agencies to transfer such telephone numbers, domain names and listings to us and you authorize us, and appoint us and any officer we designate as your attorney-in-fact to direct the Agencies to transfer the telephone numbers, domain names and listings to us if you fail or refuse to do so); and
- (k) provide us with satisfactory evidence of your compliance with the above obligations within 30 days after the effective date of the termination, expiration or Transfer of this Agreement.

In addition, at our option, we have the right (but not the obligation) to require you to assign your lease to us at no additional charge.

23. DISPUTE RESOLUTION.

23.1. Mediation. Before any party may bring an action in court against the other or commence an arbitration proceeding (except as noted below), the parties must first meet to mediate the dispute. The mediation will be held at our headquarters (which is currently CT). Any such mediation shall be non-binding and shall be conducted by the American Arbitration Association (the “AAA”) in accordance with its then-current rules for mediation of commercial disputes unless the parties agree otherwise in writing. The mediator will be appointed in accordance with the rules and regulations of the AAA unless the parties agree on a mediator in writing within 10 days after either party gives written notice of mediation. The mediation hearing will be held within 20 days after the mediator has been appointed. Each party will bear its own costs and expenses for the mediation and will be responsible to pay 50% of the mediator’s costs and expenses.

23.2. Exceptions to Mediation. Notwithstanding any other provision of this Agreement, the parties agree that the following claims will not be subject to mediation and may be brought in any court of competent jurisdiction, subject to this Agreement:

(a) any action for temporary, preliminary or permanent injunctive relief, ex parte seizure, specific performance, writ of attachment, or other equitable relief necessary to enjoin any harm or threat of harm to such party's tangible or intangible property, including trademarks, service marks and other Intellectual Property, confidential and/or trade secret information, or noncompetition covenants. You specifically acknowledge that your breach or threatened breach of any of your obligations under this Agreement with respect to those obligations will cause irreparable harm to our tangible and/or intangible property and goodwill. You understand that irreparable harm is an injury for which monetary damages are not an adequate remedy. Therefore, upon any such breach or threatened breach by you, in addition to any other rights or remedies that may be available to us at law, equity or otherwise, you acknowledge that we will be entitled to equitable relief, including an injunction, restraining order or specific performance, without any requirement to prove irreparable harm. In addition, you hereby waive any right to request that a bond be issued as security (except for a nominal bond not to exceed \$100);

(b) any action in ejectment or for possession of any interest in real or personal property; and

(c) any action related solely to the collection of moneys owed to us or our affiliates under this Agreement, or any other agreement related to the franchise granted under this Agreement, including, without limitation, any promissory note or a guarantee executed hereunder. "Moneys owed" also includes attorneys' fees incurred in the collection of moneys owed, including through the judicial process.

23.3. Litigation. Except as otherwise provided herein, any dispute between you and us or any of our or your affiliates, including without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your Business (collectively, "Dispute") not resolved through non-binding mediation must be submitted to litigation as outlined herein. Any dispute between you and us or any of our or your affiliates, including without limitation, your owners and guarantors, arising under, out of, in connection with or in relation to this Agreement, the parties' relationship, or your Business, including disputes not resolved through mediation, must be brought in the state or federal district court located closest to our headquarters (which is currently CT). Both parties hereto irrevocably submit themselves to, and consent to, the jurisdiction of said courts and specifically waive any objection to the jurisdiction and venue of such courts. The parties specifically waive the right to remove any action brought in the state court closest to our headquarters (which is currently CT) to a federal district court. The provisions of this Section will survive the termination of this Agreement. The parties are aware of and acknowledge the business purposes and needs underlying the language of this Section, and with a complete understanding thereof, agree to be bound in the manner set forth.

23.4. Arbitration. If a court of competent jurisdiction determines that the Jury Waiver and/or No Class or Consolidated Actions Sections is/are invalid or unenforceable with respect to the Dispute, then and only then, notwithstanding any other provision of this Agreement to the contrary, the Dispute must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be determined by arbitration administered by the AAA pursuant to its then-current commercial arbitration rules and procedures. The arbitration must take place at our headquarters (which is currently CT). The arbitration must be conducted by a single arbitrator. The arbitrator must follow the law and not disregard the terms of this Agreement. The arbitrator must have at least five years of significant experience in franchise law. The court shall decide the gateway issue of arbitrability. Any arbitration

must be on an individual basis and the parties, and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If this limitation on joinder of or class action certification of claims within arbitration is held to be unenforceable, then this entire commitment to arbitrate shall become null and void and the parties shall submit all claims to the jurisdiction of the courts. A judgment may be entered upon the arbitration award in any court of competent jurisdiction. The decision of the arbitrator will be final and binding on all parties to the dispute; however, the arbitrator may not under any circumstances: (1) stay the effectiveness of any pending termination of this Agreement; (2) except as provided herein assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that we set. Each party will bear its own costs and expenses for the arbitration and will be responsible to pay 50% of the arbitrator's fees and costs (including arbitrator's and AAA's fees and costs); provided that the prevailing party will be entitled to reimbursement of its fees and costs hereunder.

23.5. Attorneys' Fees. The prevailing party in any action or proceeding arising under, out of, in connection with, or in relation to this Agreement, the parties' relationship or the Business will be entitled to recover its reasonable attorneys' fees and costs (including arbitrator's and AAA's fees and costs).

23.6. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DISPUTE (OTHER THAN FOR PAYMENT OF MONIES OWED OR A VIOLATION OF SECTION 15 OR SECTION 18) MUST BE BROUGHT BY FILING A WRITTEN DEMAND FOR ARBITRATION (OR IF PERMITTED, LITIGATION) WITHIN TWO (2) YEARS AND ONE (1) DAY FOLLOWING THE CONDUCT, ACT OR OTHER EVENT OR OCCURRENCE GIVING RISE TO THE CLAIM, OR THE RIGHT TO ANY REMEDY WILL BE DEEMED FOREVER WAIVED AND BARRED. WE AND YOU IRREVOCABLY WAIVE: (i) TRIAL BY JURY; AND (ii) THE RIGHT TO ARBITRATE OR LITIGATE ON A CLASS-ACTION BASIS, IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF THE PARTIES.

23.7. Jury Waiver. ALL PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH THE ENFORCEMENT OR INTERPRETATION BY JUDICIAL PROCESS OF ANY PROVISION OF THIS AGREEMENT, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR BREACH OF THIS AGREEMENT AND CLAIMS ARISING OUT OF THE PARTIES' RELATIONSHIP.

23.8. No Class or Consolidated Actions. ALL CLAIMS, CONTROVERSIES AND DISPUTES MAY ONLY BE BROUGHT BY THE FRANCHISEE ON AN INDIVIDUAL BASIS AND MAY NOT BE COMBINED OR CONSOLIDATED WITH ANY CLAIM, CONTROVERSY OR DISPUTE FOR OR ON BEHALF OF ANY OTHER FRANCHISEE OR BE PURSUED AS PART OF A CLASS ACTION.

23.9. Waiver of Punitive and Consequential Damages. Except with respect to

indemnification obligations hereunder with respect to third-party claims and except for damages under the Lanham Act, you and us and our affiliates agree to waive, to the fullest extent permitted by law, the right to or claim for any consequential, indirect, special, punitive or exemplary damages against the other and agree that in the event of any dispute between them, each will be limited to the recovery of actual damages sustained. Notwithstanding anything herein to the contrary, each party waives, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other.

23.10. Waiver of Consumer Rights. YOU WAIVE ANY RIGHTS YOU MAY HAVE UNDER THE CONNECTICUT UNFAIR TRADE PRACTICES ACT, CONN. GEN. STAT. § 42-110A ET SEQ., BUSINESS AND COMMERCE CODE, AND UNDER ANY OTHER SIMILAR LAW OF CONNECTICUT OR ANY OTHER JURISDICTION THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER AN ADEQUATE OPPORTUNITY TO REVIEW THIS PROVISION, INCLUDING THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY OF YOUR OWN SELECTION, YOU VOLUNTARILY CONSENT TO THIS WAIVER.

24. YOUR REPRESENTATIONS. YOU HEREBY REPRESENT THAT: (i) YOU ARE AWARE OF THE FACT THAT OTHER PRESENT OR FUTURE FRANCHISEES OF OURS MAY OPERATE UNDER DIFFERENT FORMS OF AGREEMENT AND CONSEQUENTLY THAT OUR OBLIGATIONS AND RIGHTS WITH RESPECT TO OUR VARIOUS FRANCHISEES MAY DIFFER MATERIALLY IN CERTAIN CIRCUMSTANCES; AND (ii) YOU ARE AWARE OF THE FACT THAT WE MAY HAVE NEGOTIATED TERMS OR OFFERED CONCESSIONS TO OTHER FRANCHISEES AND WE HAVE NO OBLIGATION TO OFFER YOU THE SAME OR SIMILAR NEGOTIATED TERMS OR CONCESSIONS.

25. GENERAL PROVISIONS.

25.1. Governing Law. Except as governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. §§ 1051, et seq.), this Agreement, the franchise relationship and all disputes between the parties shall be governed by the laws of the State of Connecticut (without reference to its principles of conflicts of law), but any law of the State of Connecticut that regulates the offer and sale of franchises or business opportunities or governs the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this Section 25.

25.2. Relationship of the Parties. You understand and agree that nothing in this Agreement creates a fiduciary relationship between you and us or is intended to make either party a general or special agent, legal representative, subsidiary, joint venture, partner, employer, employee, joint employer, or servant of the other for any purpose. During the Term, you must conspicuously identify yourself at your base of operations, and in all dealings with third parties, as a franchisee of ours and the independent owner of your Business. You agree to place such other notices of independent ownership on such forms, stationery, advertising, business cards and other materials as we may require from time to time. Except as otherwise provided in this Agreement, neither we nor you are permitted to make any express or implied agreement, warranty or representation, or incur any debt, in the name of or on behalf of the other or represent that our relationship is other than franchisor and franchisee. In addition, neither we nor you will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized by this Agreement.

25.3. Severability and Substitution. Each section, subsection, term and provision of this Agreement, and any portion thereof, shall be considered severable. If any applicable and binding law imposes mandatory, non-waivable terms or conditions that conflict with a provision of this Agreement, the terms or conditions required by such law shall govern to the extent of the inconsistency and supersede the conflicting provision of this Agreement. If a court concludes that any promise or covenant in this Agreement is unreasonable and unenforceable: (a) the court may modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable; or (b) we may unilaterally modify such promise or covenant to the minimum extent necessary to make such promise or covenant enforceable.

25.4. Waivers. We and you may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other. Any waiver granted by us shall be without prejudice to any other rights we may have. We and you shall not be deemed to have waived or impaired any right, power or option reserved by this Agreement (including the right to demand exact compliance with every term, condition and covenant in this Agreement or to declare any breach of this Agreement to be a default and to terminate the franchise before the expiration of its term) by virtue of: (i) any custom or practice of the parties at variance with the terms of this Agreement; (ii) any failure, refusal or neglect of us or you to exercise any right under this Agreement or to insist upon exact compliance by the other with its obligations under this Agreement, including any mandatory specification, standard, or operating procedure; (iii) any waiver, forbearance, delay, failure or omission by us to exercise any right, power or option, whether of the same, similar or different nature, relating to other of our franchisees; or (iv) the acceptance by us of any payments due from you after breach of this Agreement.

25.5. Approvals. Whenever this Agreement requires our approval, you must make a timely written request for approval, and the approval must be in writing in order to bind us. Except as otherwise expressly provided in this Agreement, if we fail to approve any request for approval within the required period of time, we shall be deemed to have disapproved your request. If we deny approval and you seek legal redress for the denial, the only relief to which you may be entitled is to acquire our approval. You are not entitled to any other relief or damages for our denial of approval.

25.6. Force Majeure. Neither we nor you shall be liable for loss or damage or deemed to be in breach of this Agreement if our or your failure to perform our or your obligations results from any event of Force Majeure. Any delay resulting from an event of Force Majeure will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

25.7. Binding Effect. This Agreement is binding upon the parties to this Agreement and their respective executors, administrators, heirs, assigns and successors in interest. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party to this Agreement; provided, however, that the additional insureds listed in Section 16.1 and the Indemnified Parties are intended third-party beneficiaries under this Agreement with respect to Section 16.1 and Section 19, respectively.

25.8. Integration. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ANY AND ALL PRIOR OR CONTEMPORANEOUS NEGOTIATIONS, DISCUSSIONS, UNDERSTANDINGS OR AGREEMENTS. THIS AGREEMENT MAY NOT, EXCEPT AS PERMITTED BY SECTION 13.2 AND SECTION 25.3, BE CHANGED

EXCEPT BY A WRITTEN DOCUMENT SIGNED BY BOTH PARTIES. Any e-mail correspondence or other form of informal electronic communication will not be deemed to modify this Agreement, unless such communication is signed by both parties and specifically states that it is intended to modify this Agreement. The attachment(s) are part of this Agreement, which, together with any Amendments or Addenda executed on or after the Effective Date, constitutes the entire understanding and agreement of the parties, and there are no other oral or written understandings or agreements between us and you about the subject matter of this Agreement. As referenced above, all mandatory provisions of the Manual are part of this Agreement. Any representations not specifically contained in this Agreement made before entering into this Agreement do not survive after the signing of this Agreement. This provision is intended to define the nature and extent of the parties' mutual contractual intent, there being no mutual intent to enter into contract relations, whether by agreement or by implication, other than as set forth above. The parties acknowledge that these limitations are intended to achieve the highest possible degree of certainty in the definition of the contract being formed, in recognition of the fact that uncertainty creates economic risks for both parties which, if not addressed as provided in this Agreement, would affect the economic terms of this bargain. Nothing in this Agreement is intended to disclaim any of the representations we made in the Franchise Disclosure Document.

25.9. Covenant of Good Faith. If applicable law implies a covenant of good faith and fair dealing in this Agreement, the parties agree that the covenant does not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement. Additionally, if applicable law shall imply the covenant, you agree that: (a) this Agreement (and the relationship of the parties that is inherent in this Agreement) grants us the discretion to make decisions, take actions and/or refrain from taking actions not inconsistent with our explicit rights and obligations under this Agreement that may affect favorably or adversely your interests; (b) we will use our business judgment in exercising the discretion based on our assessment of our own interests and balancing those interests against the interests of our franchisees generally (including ourselves and our affiliates, if applicable), and specifically without considering your individual interests or the individual interests of any other particular franchisee; (c) we will have no liability to you for the exercise of our discretion in this manner, so long as the discretion is not exercised in bad faith; and (d) in the absence of bad faith, a trier of fact in any arbitration or litigation must not substitute its judgment for our judgment so exercised.

25.10. Rights of Parties are Cumulative. The rights of the parties under this Agreement are cumulative and no exercise or enforcement by either party of any right or remedy under this Agreement will preclude any other right or remedy available under this Agreement or by law.

25.11. Survival. All provisions that expressly or by their nature survive the termination, expiration or Transfer of this Agreement (or the Transfer of an ownership interest in the franchise) shall continue in full force and effect subsequent to and notwithstanding its termination, expiration or Transfer and until they are satisfied in full or by their nature expire.

25.12. Construction. The headings in this Agreement are for convenience only and do not define, limit or construe the contents of the sections or subsections. All references to Sections refer to the Sections contained in this Agreement unless otherwise specified. All references to days in this Agreement refer to calendar days unless otherwise specified. The term "you" as used in this Agreement is applicable to one or more persons or an Entity, and the singular usage includes the plural, and the masculine and neuter usages include the other and the feminine and the possessive.

25.13. Time of Essence. Time is of the essence in this Agreement and every term thereof.

25.14. Counterparts. This Agreement may be signed in multiple counterparts, each of which shall be deemed an original and all of which together will constitute but one and the same document.

25.15. Notice of Potential Profit. You acknowledge that we and/or our affiliates may from time to time make a profit on our sales of goods or services to you for use in your Business. Further, we and/or our affiliates may from time to time receive rebates and/or other consideration from suppliers and/or manufacturers in respect of sales of goods or services to you or in consideration of services rendered or rights licensed to such persons. You agree that we and/or our affiliates are entitled to said rebates, profits and/or consideration and we may use same as we deem appropriate.

25.16. Anti-Terrorism Provision. You and each of your Owners represent and warrant to us that: (i) neither you nor any Owner is named, either directly or by an alias, pseudonym or nickname, on the lists of “Specially Designated Nationals” or “Blocked Persons” maintained by the U.S. Treasury Department’s Office of Foreign Assets Control; (ii) you and each Owner will take no action that would constitute a violation of any applicable laws against corrupt business practices, against money laundering and against facilitating or supporting persons or entities who conspire to commit acts of terror against any person or entity, including as prohibited by the U.S. Patriot Act, U.S. Executive Order 13244 or any similar laws; and (iii) you and each Owner shall immediately notify us in writing of the occurrence of any event or the development of any circumstance that might render any of the foregoing representations and warranties false, inaccurate or misleading.

25.17. Our Rights. Whenever this Agreement provides that we have a certain right, that right is absolute, and the parties intend that our exercise of that right will not be subject to any limitation or review. We have the right to operate, administrate, develop, and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

25.18. Our Reasonable Business Judgment. Whenever we reserve discretion in a particular area or where we agree to exercise our rights reasonably or in good faith, we will satisfy our obligations whenever we exercise “Reasonable Business Judgment” (as defined below) in making our decision or exercising our rights. Our decisions or actions will be deemed to be the result of “Reasonable Business Judgment,” even if other reasonable or even arguably preferable alternatives are available, if our decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes our financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product and service quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System.

25.19. Notice. All notices given under this Agreement must be in writing, delivered by hand, fax, email (to the last email address provided by the recipient) or first-class mail, to the following addresses (which may be changed upon 10 business days’ prior written notice):

YOU: As set forth below your signature on this Agreement

US: The HomeAides Franchise System LLC dba SOLVENIA
517 CenterPoint Drive

Middletown, CT 06457
Email: bryan@solenviacaregivers.com

With a copy to:

LEGAL: Faegre Drinker Biddle & Reath LLP
One Logan Square, Suite 2000
Philadelphia, PA 19103
Attn: Megan B. Center, Esq.
Email: megan.center@faegredrinker.com

Notice will be considered given: (a) at the time delivered by hand; (b) one (1) business day after sending by fax, e-mail or comparable electronic system; or (c) three (3) business days after placed in the mail, postage prepaid, by certified mail with a return receipt requested.

[Signature Page Follows]

The parties to this Agreement have executed this Agreement effective as of the Effective Date first above written.

FRANCHISOR:

The HomeAides Franchise System LLC dba SOLENVIA
A Connecticut limited liability company

By: _____ Name: _____ Its: _____

YOU (If you are an entity):

YOU (If you are not an entity):

_____,
a(n) _____

Name: _____

By: _____

Name: _____

Its: _____

Name: _____

Name: _____

Name: _____

Franchisee's Principal Business Address:

ATTACHMENT “A”
TO FRANCHISE AGREEMENT

DEFINITIONS

1. “*Account*” is defined in Section 14.7.
2. “*Agencies*” is defined in Section 22.1(j).
3. “*Agreement*” is defined in the Introductory Paragraph.
4. “*Brand Development Fund*” is defined in Section 12.1(a).
5. “*Brand Protection Agreement*” means our form of Brand Protection Agreement, the most current form of which is attached to this Agreement as ATTACHMENT “G”.
6. “*Business*” is defined in Section 2.
7. “*Claim*” or “*Claims*” means any and all claims, actions, demands, assessments, litigation, or other form of regulatory or adjudicatory procedures, claims, demands, assessments, investigations, or formal or informal inquiries.
8. “*Competitive Business*” means any business competitive with us (or competitive with any of our affiliates or our franchisees) that offers home care services including personal care, non-medical care, in-home care, assistance, and companionship care services; supplemental staffing services for nursing homes, hospitals, other home health agencies, and other facilities; skilled nursing and other in-home medical care; or other related products, materials, and equipment that we may develop and implement, which you will be authorized to offer.
9. “*Confidentiality Agreement*” means our form of Confidentiality Agreement, the most current form of which is attached to this Agreement as ATTACHMENT “H”.
10. “*Copyrights*” means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow our franchisees to use, sell or display in connection with the marketing and/or operation of a SOLENVIA Business, whether now in existence or created in the future.
11. “*Data Protection Laws*” and related terms are defined in Section 13.9(a), and include: “*CCPA*,” “*Consumer*,” “*Deidentified Data*,” “*Personal Information*,” “*Processor*,” and “*Business Purpose*,” “*Sell*,” and “*Share*.”
12. “*Dispute*” is defined in Section 23.
13. “*Effective Date*” is defined in the Introductory Paragraph.
14. “*Entity*” means a corporation, partnership, limited liability company or other form of association.
15. “*Force Majeure*” means any war (declared or undeclared); act of terrorism; epidemic; pandemic; riots or civil commotion; labor disputes, strikes, lockouts, or inability to obtain labor or materials; fire, hurricane, windstorm, flooding, or other acts or elements of nature; accidents; government restrictions or appropriation; or other causes, whether like or unlike the foregoing, which are beyond the control of the party affected thereby.
16. “*General Release*” means our current form of general release of all claims against us and our

affiliates and subsidiaries, and our and their respective members, officers, directors, agents and employees, in both their corporate and individual capacities.

17. “*Gross Revenues*” means the total amount billed by you (regardless of collection) arising from, connected with or related to the sale of all goods, merchandise or services and all business transacted at, from or through your Business, directly or indirectly, excluding only (a) sales taxes and other taxes separately stated that you collect from clients and pay to taxing authorities; (b) refunds and credits made in good faith to arm’s-length clients according to our standards and specifications for issuing refunds or credits; and (c) the discount value of any coupon, voucher or other allowance that we authorize at the time you redeem the client’s coupon, voucher or allowance.

18. “*Improvements*” is defined in Section 18.5.

19. “*Including*” or “*Includes*” means “including (or includes), but not limited to,” “including (or includes) without limitation,” and similar constructions.

20. “*Indemnified Party*” or “*Indemnified Parties*” means us and each of our past, present and future owners, members, officers, directors, employees and agents, as well as our parent companies, subsidiaries and affiliates, and each of their past, present and future owners, members, officers, directors, employees and agents.

21. “*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

22. “*Know-how*” means all our trade secrets and other proprietary information relating to the development, marketing and/or operation of a SOLENVIA Business, including methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

23. “*Losses and Expenses*” means all compensatory, exemplary, and punitive damages; fines and penalties; attorneys’ fees; experts’ fees; court costs; costs associated with investigating and defending against Claims; settlement amounts; judgments; compensation for damages to our reputation and goodwill; and all other costs, damages, liabilities and expenses associated with any of the foregoing losses and expenses or incurred by an Indemnified Party as a result of a Claim.

24. “*Manager*” means the person assigned by the Owner to conduct day-to-day operations of the Business.

25. “*Managing Owner*” means the Owner that you designate, and we approve as the primary contact responsible for the daily management and supervision of the Business. As of the Effective Date, your Managing Owner is: [REDACTED].

26. “*Manual*” is defined in Section 7.1.

27. “*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a SOLENVIA Business, including “SOLENVIA,” and related logo, and any other trademarks, service marks or trade names that we designate for use in a SOLENVIA Business.

28. “*Marketing Campaign*” is defined in Section 12.1(a).

29. “*Owner*” or “*Owners*” means any individual who owns a direct or indirect ownership interest in the franchise or the Entity that is the franchisee under this Agreement. “Owner” includes both passive and active owners.

30. “*Permitted Transfer*” means: (i) a Transfer from one Owner to another Owner who was an approved

Owner prior to such Transfer, other than a Transfer by an Owner who is the Managing Owner that results in the Managing Owner holding less than 10% of the ownership interests in the franchise; and/or (ii) a Transfer to a newly established Entity for which the Owners collectively own and control 100% of the ownership interests and voting power.

31. “*Post-Term Restricted Period*” means, with respect to you, a period of two (2) years after the termination, expiration or Transfer of this Agreement; provided, however, that if a court of competent jurisdiction determines that the two-year Post-Term Restricted Period is too long to be enforceable, then the “Post-Term Restricted Period” means, with respect to you, a period of one (1) year after the termination, expiration or Transfer of this Agreement. “Post-Term Restricted Period” means, with respect to an Owner, a period of two (2) years after the earlier to occur of (i) the termination, expiration or Transfer of this Agreement or (ii) the Owner’s Transfer of his or her entire ownership interest in the franchise or the Entity that is the franchisee, as applicable.

32. “*Primary Services*” is defined in the Recitals.

33. “*Prohibited Activities*” is defined in Section 15.3.

34. “*Restricted Territory*” means the geographic area within: (i) your Territory (or Territories if you operate more than one Territory); and (ii) all other territories that are operated by us or other of our franchisees as of the Effective Date and that remain in operation during all or any part of the Post-Term Restricted Period.

35. “*SOLENVIA Business*” is defined in the Recitals.

36. “*Personal Information*” is defined in Section 13.9.

37. “*Subprocessor*” is defined in Section 13.9.

38. “*Successor Agreement*” is defined in Section 4.1.

39. “*System*” means our system for the operation of a SOLENVIA Business, the distinctive characteristics of which include: logo and trademarks; trade secrets; standards and specifications; services, programs and products; protocols and techniques; policies and procedures; advertising and promotional methods; confidential brand standards manual; and operating system.

40. “*Term*” is defined in Section 4.1.

41. “*Territory*” is defined in Section 2.

42. “*Transfer*” means any direct or indirect, voluntary or involuntary (including by judicial award, order or decree), assignment, sale, conveyance, subdivision, sublicense or other transfer or disposition of the franchise (or any interest therein), the Franchise Agreement, the Business (or any portion thereof) or an ownership interest in an Entity that is the franchisee, including by merger or consolidation, by issuance of additional securities representing an ownership interest in the Entity that is the franchisee, or by operation of law, will or a trust upon the death of an Owner (including the laws of intestate succession).

43. “*We*” or “*us*” is defined in the Introductory Paragraph.

44. “*You*” is defined in the Introductory Paragraph.

ATTACHMENT “B”
TO FRANCHISE AGREEMENT
TERRITORY

The Territory referenced in the Franchise Agreement shall consist of the geographic areas within the following zip codes within the State of _____, as further reflected on the map attached hereto:

[Insert Zip Codes]

*** If there are any changes to the zip codes or the boundaries of the areas within the zip codes during the term of the Franchise Agreement or any successor term, then, unless otherwise agreed to by you and us in writing, the boundaries of your Territory shall remain defined by the zip codes in effect as of the Effective Date and referenced in the maps on the following pages.

ATTACHMENT “C”
TO FRANCHISE AGREEMENT
OWNERSHIP STATEMENT

Ownership Statement

(To be completed by Franchisee and attached to the Franchise Agreement)

Franchisee Legal Name: _____

Entity Type / State of Formation: _____

Principal Business Address: _____

Franchisee, and each of its owners, represent, warrant, and agree that the ownership of Franchisee is as follows:

1. Ownership Disclosure

The following table sets forth the complete and accurate ownership of Franchisee. All direct and indirect owners must be listed. Additional pages may be attached, if necessary.

Owner Name (Individual or Entity)	Address	Ownership Interest (%)	Type of Interest (e.g., Member, Shareholder, Partner)	Voting Rights (%)	Direct or Indirect
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2. No Undisclosed Interests

Franchisee represents and warrants that, other than the Owners listed above:

(a) no person or entity has any direct or indirect ownership, beneficial interest, or economic interest in Franchisee; and

(b) no options, warrants, conversion rights, profit interests, side letters, voting agreements, proxies, or other arrangements exist that could result in any change in ownership or control without Franchisor's prior written consent.

3. Control and Authority

The Owners listed above collectively hold all voting power and authority with respect to Franchisee. No voting trusts, management agreements, shareholder agreements, or similar arrangements affecting control exist except as disclosed in writing to and approved by Franchisor.

4. Key Principals

Each Owner identified by Franchisor as a principal, controlling owner, or guarantor (each, a "Key Principal") has executed, or shall execute, the Franchise Agreement or a separate guaranty or joinder, as required by Franchisor, and shall be jointly and severally responsible for Franchisee's obligations to the extent provided therein.

5. Acknowledgment

Franchisee acknowledges that the accuracy and completeness of this Ownership Statement is a material inducement to Franchisor's entry into the Franchise Agreement and that any inaccuracy or omission shall constitute a material breach.

FRANCHISEE ACKNOWLEDGMENT

Franchisee certifies that the foregoing Ownership Statement is true, complete, and accurate as of the date set forth below.

Franchisee: _____

By: _____

Name / Title: _____

Date: _____

ATTACHMENT “D”
TO FRANCHISE AGREEMENT
LEASE ADDENDUM

[See Attached]

Lease Addendum

THIS AGREEMENT dated this ____ day of _____, 20 __, among The HomeAides Franchise System LLC dba SOLENVIA, a Connecticut limited liability company, with principal offices at 517 CenterPoint Drive, Middletown, Connecticut 06457 (the “Franchisor”), _____, a(n) _____, with principal offices located at _____ (the “Landlord”), and _____, a(n) _____, with principal offices located at _____ (the “Tenant/Franchisee”).

Introduction

A. On _____, the Tenant/Franchisee and the Franchisor entered a Franchise Agreement (the “Franchise Agreement”).

B. Under the Franchise Agreement, the Franchisor granted the Tenant/Franchisee the right, and the Tenant/Franchisee undertook the duty, to operate a franchised business (the “Franchised Business”) at the Premises (defined below).

C. Simultaneously with entering into this Agreement, the Landlord and the Tenant/Franchisee are entering a lease agreement (the “Lease”).

D. Under the Lease, the Tenant/Franchisee leases the premises described in Exhibit “A” (the “Premises”).

E. To protect the Franchisor’s rights and interests under the Franchise Agreement, the Landlord grants certain rights to the Franchisor under the Lease as set forth below.

Agreement

The parties, therefore, agree as follows:

1. Notices. At the same time such notices are sent to the Tenant/Franchisee, the Landlord must provide the Franchisor with copies of all written notices of default that it sends to the Tenant/Franchisee. The Landlord agrees to send such copies by first-class mail, postage prepaid, to the Franchisor at its address set forth above or such other address as the Franchisor may notify the Landlord in writing.

2. Right to Cure. If the Tenant/Franchisee defaults under the Lease, the Franchisor has the right (but not the duty) to cure such default within 15 days following the expiration of any applicable cure period. Furthermore, in such event, the Franchisor may immediately commence occupancy of the Premises as the tenant under the Lease without obtaining the Landlord’s or Franchisee’s consent. The Franchisor may thereafter assign the Lease to another franchisee or to an entity owned and/or controlled by the Franchisor. If it does, the Franchisor must first obtain the Landlord’s written approval of the assignee. The Landlord, however, must neither unreasonably withhold nor delay its approval thereof. The Landlord will acknowledge any such assignment in writing. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

3. Right to Assign. At any time (including upon the expiration or sooner termination of the Franchise Agreement) without the Landlord’s prior consent, the Tenant/Franchisee may assign the Lease to the Franchisor. In such event, the Franchisor may thereafter assign the Lease to another franchisee or to an entity owned and/or controlled by the Franchisor. If it does, the Franchisor must first

obtain the Landlord's written approval of the assignee. The Landlord, however, must neither unreasonably withhold nor delay its approval thereof. The Landlord will acknowledge any such assignment in writing. No assignment permitted under this Section is subject to any assignment or similar fee or will cause any rental acceleration.

4. Expiration or Termination of Franchise Agreement. The Landlord agrees that the expiration or termination of the Franchise Agreement shall constitute a default under the Lease, giving the Franchisor the right, but not the obligation, to cure such default by succeeding to Tenant/Franchisee's interests under the Lease in accordance with Section 2 above.

5. Acknowledgement of Rights. The Landlord acknowledges the Franchisor's rights under the Franchise Agreement to enter the Premises to: (i) make any modifications or alterations necessary in the Franchisor's sole discretion to protect its franchise system and its trademarks without being guilty of trespass or any other tort or crime; and (ii) remove any trade fixtures, interior or exterior signs and other items bearing the Franchisor's trademarks or service marks upon the expiration or termination of the Franchise Agreement.

6. Modification of Lease. Without the Franchisor's prior written consent, the Landlord and the Tenant/Franchisee may not amend, modify, supplement, terminate, renew or extend the Lease.

7. Miscellaneous.

a. In the event of any inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement control.

b. All of the terms of this Agreement, whether so expressed or not, are binding upon, inure to the benefit of, and are enforceable by the parties and their respective personal and legal representatives, heirs, successors and permitted assigns.

c. The provisions of this Agreement may be amended, supplemented, waived or changed only by a written document signed by all the parties to this Agreement and making specific reference to this Agreement.

d. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Confirmation of execution by telex or by telecopy facsimile signature page is binding upon any party so confirming or telecopying.

IN WITNESS WHEREOF, this Agreement has been executed the date and year first above written.

FRANCHISOR:

The HomeAides Franchise System LLC dba SOLENVIA, a Connecticut limited liability company

By: _____
Name: _____
Its: _____

LANDLORD:

_____, (a)n _____

By: _____
Name: _____
Its: _____

TENANT/FRANCHISEE:

_____, (a)n _____

By: _____
Name: _____
Its: _____

EXHIBIT "A" TO LEASE ADDENDUM DESCRIPTION OF PREMISES

ATTACHMENT “E”
TO FRANCHISE AGREEMENT
FRANCHISE OWNER AGREEMENT

[See Attached]

FRANCHISE OWNER AGREEMENT

This Franchise Owner Agreement (this “Agreement”) is entered into by: (i) each of the undersigned owners of Franchisee (defined below); and (ii) the spouse of each such owner, in favor of The HomeAides Franchise System LLC dba SOLENVIA, a Connecticut limited liability company and its successors and assigns (“us”), upon the terms and conditions set forth in this Agreement. Each signatory to this Agreement is referred to as “you.”

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“*Competitive Business*” means any business competitive with us (or competitive with any of our affiliates or our franchisees) that offers home care services including personal care, non-medical care, in-home care, assistance, and companionship care services; supplemental staffing services for nursing homes, hospitals, other home health agencies, and other facilities; skilled nursing and other in-home medical care; or other related products, materials, and equipment that we may develop and implement, which you will be authorized to offer.

“*Copyrights*” means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow franchisees to use, sell or display in connection with the marketing and/or operation of a SOLENVIA Business, whether now in existence or created in the future.

“*Franchise Agreement*” means the Franchise Agreement executed by Franchisee with an effective date of [INSERT DATE].

“*Franchised Business*” means the SOLENVIA Business operated by Franchisee pursuant to the Franchise Agreement.

“*Franchisee*” means _____.

“*Improvements*” means any additions, modifications or improvements to (i) the goods or services offered at a SOLENVIA Business, (ii) the method of operation of a SOLENVIA Business or (iii) any marketing or promotional ideas relating to a SOLENVIA Business, whether developed by you, Franchisee or any other person.

“*Including*” or “*Includes*” means “including (or includes), but not limited to,” “including (or includes) without limitation,” and similar constructions.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of a SOLENVIA Business, including methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Manual*” means our confidential brand standards manual for the operation of a SOLENVIA Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a SOLENVIA Business, including “SOLENVIA,” and related logo, and any other trademarks, service marks or trade names that we designate for use in a SOLENVIA Business.

“*Prohibited Activities*” means any or all of the following: (i) owning, maintaining, developing, operating, engaging in, franchising or licensing, making loans to, leasing real or personal property to, and/or having any whatsoever interest in, or rendering services, consulting, and/or giving advice to (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity, including to an immediate family member) in any Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or (iii) inducing any client of ours (or of one of our affiliates or franchisees) to transfer their business to Owner or to any other person that is not then a franchisee of ours.

“*Restricted Period*” means the two (2) year period after the earliest to occur of the following: (i) the termination or expiration of the Franchise Agreement; (ii) the date on which Franchisee assigns the Franchise Agreement to another person with respect to whom neither you nor your spouse holds any direct or indirect ownership interest; or (iii) the date on which you cease to be an owner of Franchisee or your spouse ceases to be an owner of Franchisee, as applicable.

“*Restricted Territory*” means the geographic area within: (i) Franchisee’s protected territory (or territories if Franchisee operates more than one territory); and (ii) all other territories that are operated by us or other of our franchisees as of the date of this Agreement and that remain in operation during all or any part of the Post-Term Restricted Period.

“*System*” means our system for the operation of a SOLENVIA Business, the distinctive characteristics of which include logo and trademarks; trade secrets; standards and specifications; services, programs and products; protocols and techniques; policies and procedures; advertising and promotional methods; confidential brand standards manual; and operating system.

2. Background. In your capacity as an owner of Franchisee, or the spouse of an owner of Franchisee, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In addition, you understand that certain terms of the Franchise Agreement apply to “owners” and not just Franchisee. You agree to comply with the terms of this Agreement in order to: (i) avoid damaging our System by engaging in unfair competition; and (ii) bind yourself to the terms of the Franchise Agreement applicable to owners.

3. Brand Protection Covenants.

(a) Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the SOLENVIA Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an owner of Franchisee or your spouse is an owner of Franchisee, as applicable. You further agree that you will not use the Intellectual Property for any purpose other than the development and operation of Franchisee’s SOLENVIA Business pursuant to the terms of the Franchise Agreement and Manual. You agree to assign to us or our designee, without charge, all rights to any Improvement developed by you, including the right to grant sublicenses. If applicable law precludes you from assigning ownership of any Improvement to us, then such Improvement shall be perpetually licensed by you to us free of charge, with full rights to use, commercialize, and sublicense the same.

(b) Unfair Competition During Relationship. You agree not to unfairly compete with us

at any time while you are an owner of Franchisee or while your spouse is an owner of Franchisee, as applicable, by engaging in any Prohibited Activities.

(c) **Unfair Competition After Relationship.** You agree not to unfairly compete with us during the Restricted Period by engaging in any Prohibited Activities; provided, however, that the Prohibited Activity relating to having an interest in a Competitive Business will only apply with respect to a Competitive Business that is located within or provides competitive goods or services to clients who are located within the Restricted Territory. If you engage in any Prohibited Activities during the Restricted Period, then you agree that your Restricted Period will be extended by the period of time during which you were engaging in the prohibited activity (any such extension of time will not be construed as a waiver of your breach or otherwise impair any of our rights or remedies relating to your breach).

(d) **Covenants Reasonable.** You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.** Although you and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area, we may at any time unilaterally modify the terms of the system protection covenants in Section 3 of this Agreement, upon written notice to you, by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under Section 3 of this Agreement to ensure that the terms and covenants are enforceable under applicable law.

(e) **Breach.** You agree that failure to comply with the covenants in this Section 3 will cause substantial and irreparable damage to us and/or other of our franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of these covenants will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Section are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages.

4. Transfer Restrictions. If you are an owner of Franchisee, you acknowledge that we must approve all persons who hold a direct or indirect ownership interest in Franchisee. Accordingly, you agree that you will not, directly or indirectly or by operation of law, sell, assign, mortgage, pledge or in any manner transfer any direct or indirect ownership interest in Franchisee except in accordance with the terms and conditions set forth in Section 20 of the Franchise Agreement.

5. Financial Security. In order to secure Franchisee's financial obligations under the Franchise Agreement and all ancillary agreements executed by Franchisee in connection with the Franchise

Agreement, including any agreement for the purchase of goods or services from us or an affiliate of ours and any promissory note related to payments owed to us (collectively, the “Secured Agreements”), you, jointly and severally, personally and unconditionally: (a) guarantee to us and our successor and assigns, that Franchisee shall punctually fulfill all of its payment and other financial obligations under the Secured Agreement; and (b) agree to be personally bound by, and personally liable for, each and every monetary provision in the Secured Agreements. You waive: (1) acceptance and notice of acceptance by us of the foregoing undertakings; (2) notice of demand for payment of any indebtedness guaranteed; (3) protest and notice of default to any party with respect to the indebtedness guaranteed; (4) any right you may have to require that an action be brought against Franchisee or any other person as a condition of liability; and (5) the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness hereby guaranteed. You agree that: (1) your direct and immediate liability under this guaranty shall be joint and several with Franchisee and all other signatories to this Agreement; (2) you will render any payment required under the Secured Agreements upon demand if Franchisee fails or refuses punctually to do so; (3) your liability shall not be contingent or conditioned upon pursuit by us of any remedies against Franchisee or any other person; and (4) liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence that we may grant to Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims, none of which shall in any way modify or amend this guarantee, which shall be continuing and irrevocable during the term of each of the Secured Agreements and following the termination, expiration or transfer of each of the Secured Agreements to the extent any financial obligations under any such Secured Agreements survive such termination, expiration or transfer. This guaranty will continue unchanged by the occurrence of any bankruptcy with respect to Franchisee or any assignee or successor of Franchisee or by any abandonment of one or more of the Secured Agreements by a trustee of Franchisee. Neither your obligation to make payment in accordance with the terms of this undertaking nor any remedy for enforcement shall be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Franchisee or its estate in bankruptcy or of any remedy for enforcement, resulting from the operation of any present or future provision of the U.S. Bankruptcy Act or other statute, or from the decision of any court or agency.

6. Dispute Resolution. Any dispute between the parties relating to this Agreement shall be brought in accordance with the dispute resolution procedures set forth in the Franchise Agreement. Notwithstanding the foregoing, if any of the dispute resolution procedures set forth in the Franchise Agreement conflict with any of the terms of this Agreement, the terms of this Agreement shall prevail. **You acknowledge and agree that a breach of this Agreement by you shall constitute a material event of default under the Franchise Agreement, permitting us to terminate the Franchise Agreement in accordance with the terms thereof.**

7. Miscellaneous.

(a) If either party hires an attorney or files suit against the other party in relation to alleging a breach of this Agreement, the losing party agrees to pay the prevailing party’s reasonable attorneys’ fees and costs incurred in connection with such breach.

(b) This Agreement will be governed by, construed and enforced under the laws of Connecticut and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

(d) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(e) You agree that we may deliver to you any notice or other communication contemplated by this Agreement in the same manner and to the same address listed in the notice provisions of the Franchise Agreement and any such delivery shall be deemed effective for purposes of this Agreement. You may change the address to which notices must be sent by sending us a written notice requesting such change, which notice shall be delivered in the manner and to the address listed in the Franchise Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as of the date or dates set forth below.

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

OWNER / SPOUSE

By: _____

Name: _____

Date: _____

ATTACHMENT "F"
TO FRANCHISE AGREEMENT
ACH AUTHORIZATION FORM

[See Attached]

AUTOMATED CLEARING HOUSE PAYMENT AUTHORIZATION FORM

Franchisee Information:

Franchisee Name _____ Business No. _____

Franchisee Mailing Address (street) _____ Franchisee Phone No. _____

Franchisee Mailing Address (city, state, zip) _____

Contact Name, Address and Phone number (if different from above) _____

Franchisee Fax No. _____ Franchisee E-mail Address _____

Bank Account Information:

Bank Name _____

Bank Mailing Address (street, city, state, zip) _____

Bank Account No. _____ Checking Savings _____ Bank Routing No. (9 digits) _____

Bank Mailing Address (city, state, zip) _____ Bank Phone No. _____

Authorization:

Franchisee hereby authorizes The HomeAides Franchise System LLC dba SOLENVIA (“Franchisor”) to initiate debit entries to Franchisee’s account with the Bank listed above and Franchisee authorizes the Bank to accept and to debit the amount of such entries to Franchisee’s account. Each debit shall be made from time to time in an amount sufficient to cover any fees payable to Franchisor pursuant to any agreement between Franchisor and Franchisee as well as to cover any purchases of goods or services from Franchisor or any affiliate of Franchisor. Franchisee agrees to be bound by the National Automated Clearing House Association (NACHA) rules in the administration of these debit entries. Debit entries will be initiated only as authorized above. This authorization is to remain in full force and effect until Franchisor has received written notification from Franchisee of its termination in such time and in such manner as to afford Franchisor and the Bank a reasonable opportunity to act on it. Franchisee shall notify Franchisor of any changes to any of the information contained in this authorization form at least 30 days before such change becomes effective.

Signature: _____ Date: _____

Name: _____ Its: _____

Federal Tax ID Number: _____

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO THE BANK ACCOUNT.

ATTACHMENT “G”
TO FRANCHISE AGREEMENT
BRAND PROTECTION AGREEMENT

[See Attached]

BRAND PROTECTION AGREEMENT

This Agreement (this “Agreement”) is entered into by the undersigned (“you”) in favor of The HomeAides Franchise System LLC dba SOLENVIA, a Connecticut limited liability company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“*Competitive Business*” means any business competitive with us (or competitive with any of our affiliates or our franchisees) that offers home care services including personal care, non-medical care, in-home care, assistance, and companionship care services; supplemental staffing services for nursing homes, hospitals, other home health agencies, and other facilities; skilled nursing and other in-home medical care; or other related products, materials, and equipment that we may develop and implement, which you will be authorized to offer.

“*Copyrights*” means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow our franchisees to use, sell or display in connection with the marketing and/or operation of a SOLENVIA Business, whether now in existence or created in the future.

“*Franchisee*” means the franchisee for whom you are an officer, director, employee or independent contractor.

“*Improvements*” means any additions, modifications or improvements to (i) the goods or services offered at a SOLENVIA Business, (ii) the method of operation of a SOLENVIA Business or (iii) any marketing or promotional ideas relating to a SOLENVIA Business, whether developed by you, Franchisee or any other person.

“*Including*” or “*Includes*” means “including (or includes), but not limited to,” “including (or includes) without limitation,” and similar constructions.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of a SOLENVIA Business, including methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Manual*” means our confidential brand standards manual for the operation of a SOLENVIA Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a SOLENVIA Business, including “SOLENVIA,” and related logo, and any other trademarks, service marks or trade names that we designate for use in a SOLENVIA Business.

“*Prohibited Activities*” means any or all of the following: (i) owning, maintaining, developing, operating, engaging in, franchising or licensing, making loans to, leasing real or personal property to, and/or having any whatsoever interest in, or rendering services, consulting, and/or giving advice to (as an owner, partner, director, officer, employee, manager, consultant, shareholder, creditor, representative, agent or in any similar capacity, including to an immediate family member) in any Competitive Business; (ii) diverting or attempting to divert any business from us (or one of our affiliates or franchisees); and/or

(iii) inducing any client of ours (or of one of our affiliates or franchisees) to transfer their business to you or to any other person that is not then a franchisee of ours.

“*System*” means our system for the operation of a SOLENVIA Business, the distinctive characteristics of which include: logo and trademarks; trade secrets; standards and specifications; services, programs and products; protocols and techniques; policies and procedures; advertising and promotional methods; confidential brand standards manual; and operating system.

2. Background. You are an officer, director, employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Intellectual Property. You agree: (i) you will not use the Know-how in any business or capacity other than the SOLENVIA Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. Unfair Competition During Relationship. You agree not to unfairly compete with us at any time while you are an officer, director, employee or independent contractor of Franchisee by engaging in any Prohibited Activities.

5. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other of our franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

6. Miscellaneous.

(a) If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys’ fees and costs in doing so.

(b) This Agreement will be governed by, construed and enforced under the laws of Connecticut and the courts in that state shall have jurisdiction over any legal proceedings arising out of this

Agreement.

(c) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms reasonable in scope, duration and geographic area.

(d) You and we both believe that the covenants in this Agreement are reasonable in terms of scope, duration and geographic area. However, we may at any time unilaterally modify the terms of this Agreement upon written notice to you by limiting the scope of the Prohibited Activities, narrowing the definition of a Competitive Business, shortening the duration of the Restricted Period, reducing the geographic scope of the Restricted Territory and/or reducing the scope of any other covenant imposed upon you under this Agreement to ensure that the terms and covenants in this Agreement are enforceable under applicable law.

[Signature Page Follows]

This Brand Protection Agreement is executed as of the date or dates set forth below.

RESTRICTED PARTY

By: _____

Name: _____

Date: _____

By signing below, I hereby affirm that I witnessed the person named above execute this Agreement on the date set forth below his or her name.

WITNESS

By: _____

Name: _____

Date: _____

ATTACHMENT A

Restricted Territory

[Insert]

ATTACHMENT “H”
TO FRANCHISE AGREEMENT
CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT

This Agreement (this “Agreement”) is entered into by the undersigned (“you”) in favor of The HomeAides Franchise System LLC dba SOLENVIA, a Connecticut limited liability company, and its successors and assigns (“us”), upon the terms and conditions set forth in this Agreement.

1. Definitions. For purposes of this Agreement, the following terms have the meanings given to them below:

“*Copyrights*” means all works and materials for which we or our affiliate has secured common law or registered copyright protection and that we allow our franchisees to use, sell or display in connection with the marketing and/or operation of a SOLENVIA Business, whether now in existence or created in the future.

“*Franchisee*” means the franchisee for whom you are an officer, director, employee or independent contractor.

“*Improvements*” means any additions, modifications or improvements to (i) the goods or services offered at a SOLENVIA Business, (ii) the method of operation of a SOLENVIA Business or (iii) any marketing or promotional ideas relating to a SOLENVIA Business, whether developed by you, Franchisee or any other person.

“*Including*” or “*Includes*” means “including (or includes), but not limited to,” “including (or includes) without limitation,” and similar constructions.

“*Intellectual Property*” means, collectively or individually, our Marks, Copyrights, Know-how, System and Improvements.

“*Know-how*” means all of our trade secrets and other proprietary information relating to the development, marketing and/or operation of a SOLENVIA Business, including methods, techniques, specifications, procedures, policies, marketing strategies and information comprising the System and the Manual.

“*Manual*” means our confidential brand standards manual for the operation of a SOLENVIA Business.

“*Marks*” means the logotypes, service marks, and trademarks now or hereafter involved in the operation of a SOLENVIA Business, including “SOLENVIA,” and related logo, and any other trademarks, service marks or trade names that we designate for use in a SOLENVIA Business.

“*System*” means our system for the operation of a SOLENVIA Business, the distinctive characteristics of which include: logo and trademarks; trade secrets; standards and specifications; services, programs and products; protocols and techniques; policies and procedures; advertising and promotional methods; confidential brand standards manual; and operating system.

2. Background. You are an officer, director, employee or independent contractor of Franchisee. As a result of this association, you may gain knowledge of our System and Know-how. You understand that protecting the Intellectual Property is vital to our success and that of our franchisees and that you could seriously jeopardize our entire franchise system if you were to unfairly compete with us. In order to avoid such damage, you agree to comply with the terms of this Agreement.

3. Know-How and Intellectual Property. You agree: (i) you will not use the Know-how in

any business or capacity other than the SOLENVIA Business operated by Franchisee; (ii) you will maintain the confidentiality of the Know-how at all times; (iii) you will not make unauthorized copies of documents containing any Know-how; (iv) you will take such reasonable steps as we may ask of you from time to time to prevent unauthorized use or disclosure of the Know-how; and (v) you will stop using the Know-how immediately if you are no longer an officer, director, employee or independent contractor of Franchisee. You further agree that you will not use the Intellectual Property for any purpose other than the performance of your duties for Franchisee and within the scope of your employment or other engagement with Franchisee.

4. Immediate Family Members. You acknowledge that you could circumvent the purpose of this Agreement by disclosing Know-how to an immediate family member (i.e., spouse, parent, sibling, child, or grandchild). You also acknowledge that it would be difficult for us to prove whether you disclosed the Know-how to family members. Therefore, you agree that you will be presumed to have violated the terms of this Agreement if any member of your immediate family uses or discloses the Know-how. However, you may rebut this presumption by furnishing evidence conclusively showing that you did not disclose the Know-how to the family member.

5. Covenants Reasonable. You acknowledge and agree that: (i) the terms of this Agreement are reasonable both in time and in scope of geographic area; and (ii) you have sufficient resources and business experience and opportunities to earn an adequate living while complying with the terms of this Agreement. **YOU HEREBY WAIVE ANY RIGHT TO CHALLENGE THE TERMS OF THIS AGREEMENT AS BEING OVERLY BROAD, UNREASONABLE OR OTHERWISE UNENFORCEABLE.**

6. Breach. You agree that failure to comply with the terms of this Agreement will cause substantial and irreparable damage to us and/or other of our franchisees for which there is no adequate remedy at law. Therefore, you agree that any violation of the terms of this Agreement will entitle us to injunctive relief. You agree that we may apply for such injunctive relief, without bond, but upon due notice, in addition to such further and other relief as may be available at equity or law, and the sole remedy of yours, in the event of the entry of such injunction, will be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived hereby). If a court requires the filing of a bond notwithstanding the preceding sentence, the parties agree that the amount of the bond shall not exceed \$1,000. None of the remedies available to us under this Agreement are exclusive of any other, but may be combined with others under this Agreement, or at law or in equity, including injunctive relief, specific performance and recovery of monetary damages. Any claim, defense or cause of action that you may have against us or against Franchisee, regardless of cause or origin, cannot be used as a defense against our enforcement of this Agreement.

7. Miscellaneous.

(a) If we hire an attorney or file suit against you because you have breached this Agreement and prevail against you, you agree to pay our reasonable attorneys' fees and costs in doing so.

(b) This Agreement will be governed by, construed and enforced under the laws of Connecticut and the courts in that state shall have jurisdiction over any legal proceedings arising out of this Agreement.

(c) Each section of this Agreement, including each subsection and portion thereof, is severable. In the event

that any section, subsection or portion of this Agreement is unenforceable, it shall not affect the enforceability of any other section, subsection or portion; and each party to this Agreement agrees that the court may impose such limitations on the terms of this Agreement as it deems in its discretion necessary to make such terms enforceable.

This Confidentiality Agreement is executed as of the date set forth below.

RESTRICTED PARTY

By: _____

Name: _____

Date: _____

By signing below, I hereby affirm that I witnessed the person named above execute this Agreement on the date set forth below his or her name.

WITNESS

By: _____

Name: _____

Date: _____

ATTACHMENT "I"
TO FRANCHISE AGREEMENT
MULTI-TERRITORY ADDENDUM

MULTI-TERRITORY ADDENDUM

THIS MULTI-TERRITORY ADDENDUM (the “**Amendment**”) is made and entered into on _____ (the “**Effective Date**”), by and between **THE HOMEAIDES FRANCHISE SYSTEM, LLC dba SOLENVIA**, a Connecticut limited liability company (hereinafter, “**we,**” “**us**” or “**our**”); and _____ a _____ with its principal business address at the address set forth in Exhibit A (the “**Developer,**” “**you**” or “**your**”).

RECITALS:

1. Through the expenditure of considerable time and effort, we have developed a distinctive system for the development and operation of businesses (each, a “**SOLENVIA Business**”) that provide homecare services for seniors and others requiring in-home care, including personal care, non-medical care, in-home care, assistance, and companionship care services (the “**Primary Services**”).

2. In addition to the trade name and service mark “**SOLENVIA**” and certain other trademarks, the distinguishing characteristics of the System include, without limitation, logo and trademarks; trade secrets; standards and specifications; services, programs and products; protocols and techniques; policies and procedures; advertising and promotional methods; confidential brand standards manual; and operating system (the “**System**”).

3. We use, promote and license certain trade names, trademarks, service marks and/or indicia of origin identified by Franchisor, as well as such other marks as may be designated by Franchisor (collectively, the “**Marks**”).

4. You wish to obtain certain rights to develop multiple SOLENVIA Businesses under the System and wish to enter into a Franchise Agreement with us for each SOLENVIA Business, for that purpose.

5. In connection therewith, you will be executing multiple Franchise Agreements for the additional Territories and this Addendum amends certain terms of each Franchise Agreement after the first Franchise Agreement as identified below.

In consideration of the foregoing and the mutual promises and commitments set forth in this Agreement, the parties agree as follows:

1.1 Included Franchise Agreements. The Franchise Agreements to be amended are for the following territories: [INSERT] (the “**Applicable Franchise Agreements**”).

1.2 Amendments. The Applicable Franchise Agreements are amended as follows:

1.2.1 You must open in each Territory no later than three (3) months immediately after the opening of the last Territory. A Territory will be deemed “open” when you begin offering Services in that Territory. You must open in the Territories as follows (each, an “**Opening Date**”):

1.2.1.1 Territory 2 – no later than [INSERT]

1.2.1.2 Territory 3 – no later than [INSERT]

1.2.2 Notwithstanding anything in the Applicable Franchise Agreements to the contrary, the Year of Operation shall be defined as “is a 12-calendar-month period beginning on the first day of the sixth full calendar month immediately after the Opening Date and ending 12 months thereafter, and each Year of Operation will be the annual anniversary of said date.”

1.2.3 Notwithstanding anything in the Applicable Franchise Agreements to the contrary, you shall not be required to pay an initial franchise fee thereunder but will pay the Multi-Territory Development Fee outlined below upon the execution of the Applicable Franchise Agreements, which is deemed earned and non-refundable:

Number of Territories	Total Multi-Territory Development Fee
2	\$99,500
3	\$139,500
4	\$169,500
5	\$199,500

2 MISCELLANEOUS

- 2.1 Amendment. The Applicable Franchise Agreements of even date herewith is hereby amended as expressly set forth in this Amendment (this “**Amendment**”). Except as expressly modified by this Amendment, the Franchise Agreement remains unchanged and in full force and effect.
- 2.2 No Waiver. The execution of this Amendment shall not be deemed a waiver of any default, breach, or noncompliance by Franchisee under the Applicable Franchise Agreements, whether known or unknown, nor shall it constitute a waiver of Franchisor’s right to enforce strict compliance with the Applicable Franchise Agreements.
- 2.3 No Novation. This Amendment does not constitute a novation or replacement of the Applicable Franchise Agreements. The Applicable Franchise Agreements, as amended hereby, shall continue in full force and effect.
- 2.4 Ratification. Franchisee hereby ratifies and confirms the Applicable Franchise Agreements, as amended by this Amendment, and acknowledges that Franchisor has not made any representations, promises, or agreements other than those expressly set forth herein.
- 2.5 Conflicts. In the event of any conflict or inconsistency between this Amendment and the Applicable Franchise Agreements, the terms of this Amendment shall control.
- 2.6 Entire Agreement; No Reliance. This Amendment, together with the Applicable Franchise Agreements, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous discussions or understandings relating thereto. Franchisee acknowledges that it is not relying on any representations or statements not expressly set forth herein.

- 2.7 Authority. Each party represents and warrants that it has full power and authority to enter into this Amendment and that the person executing this Amendment on its behalf has been duly authorized to do so.
- 2.8 Counterparts; Electronic Signatures. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement. Signatures delivered electronically or by PDF shall be deemed effective for all purposes.
- 2.9 Governing Law. This Amendment shall be governed by and construed in accordance with the governing law provision set forth in the Applicable Franchise Agreements.
- 2.10 Continuing Obligations. All obligations of Franchisee under the Applicable Franchise Agreements that by their nature are intended to survive execution of this Amendment shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed and delivered this Agreement the date and year first written above.

FRANCHISOR:

THE HOMEAIDES FRANCHISE SYSTEM, LLC dba SOLENVIA,
 a Connecticut limited liability company

By: _____

Name: _____

Title: _____

DEVELOPER:

_____,

a _____

By: _____

Name: _____

Title: _____

EXHIBIT “D” TO DISCLOSURE DOCUMENT
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[SEE ATTACHED]



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EXHIBIT “E” TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

[SEE ATTACHED]

EXHIBIT “E” TO DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

Part A (Current Franchisees – Open Outlets as of December 31, 2025)
None.

EXHIBIT “F” TO DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

[SEE ATTACHED]

The HomeAides Franchise System, LLC

**Independent Auditor's Report
And
Balance Sheet Statement
January 05, 2026**

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Metwally CPA PLLC

CERTIFIED PUBLIC ACCOUNTANT

2901 Corporate Cir, Flower Mound, Texas 75028

Cell: 214-200-5434 (Mohamed Metwally) Mmetwally@metwallycpa.com

Independent Auditor's Report

To the members of
The HomeAides Franchise System, LLC

Opinion

We have audited the accompanying balance sheet of The HomeAides Franchise System, LLC (the Company) as of January 05, 2026 and the related notes to the financial statement.

In our opinion, the financial statement referred to above presents fairly, in all material respects, the financial position of the Company as of January 05, 2026 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statement section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. 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 Statement

Management is responsible for the preparation and fair presentation of the financial statement 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 statement that are free from material misstatement, whether due to fraud or error.

In preparing the financial statement, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statement is available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statement

Our objectives are to obtain reasonable assurance about whether the financial statement as a whole is 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 generally accepted auditing standards 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 statement.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statement, 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 statement.
- 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 the Company's internal control. Accordingly, no such opinion is expressed.
- 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 statement.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company'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.

Metwally CPA PLLC

Metwally CPA PLLC
Flower Mound, Texas
January 15, 2026

The HomeAides Franchise System, LLC
Balance Sheet
January 05, 2026

Assets

Current Assets

Cash and cash equivalents \$225,000

Total Current Assets **\$225,000**

Liabilities and Members' Equity

Total Liabilities **\$0**

Members' equity 225,000

Total Liabilities and Members' Equity **\$225,000**

The accompanying notes are an integral part of the financial statement.

The HomeAides Franchise System, LLC
Notes to Financial Statement
January 05, 2026

1. COMPANY AND DESCRIPTION OF BUSINESS

The HomeAides Franchise System, LLC (D/B/A SOLENVIA) (the Company) was established in the state of Connecticut on March 04, 2025 for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their business as a franchise. The Company provide the qualified individual the rights to operate a business that provide Senior Non - medical homcare. The Company offers individual unit franchises and area development franchises for the development of multiple units within a designated territory.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies is presented to assist the reader in understanding and evaluating the Company's financial statement. The financial statement and notes are representations of the Company's management, which is responsible for their integrity and objectivity. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statement.

A. Basis of Accounting

The financial statement was prepared in conformity with accounting principles generally accepted in the United States of America ("US GAAP").

B. Cash and Cash Equivalents

The Company considers all highly liquid debt instruments purchased with an original maturity of three months or less to be cash equivalents.

C. Federal Income Taxes

As a limited liability company, the Company's taxable income or loss is allocated to members in accordance with their respective percentage ownership. Therefore, no provision for income taxes has been included in the financial statement.

D. Use of Estimates

The preparation of our Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of our financial statements and the reported amounts of revenues, costs and expenses during the reporting period. Actual results could differ significantly from those estimates. It is at least reasonably possible that a change in the estimates will occur in the near term.

E. Concentration of Credit Risk

The Company maintains cash and cash equivalents with major financial institutions. At various times during the period, the total amount on deposit might exceed the \$250,000 limit insured by the Federal Deposit Insurance Corporation (FDIC). The Company believes that it mitigates credit risk by depositing cash with financial institutions having high credit ratings.

F. Revenue Recognition

Revenue is recognized in accordance with ASC Topic 606, Revenue from Contracts with Customers. The Company adopted ASU 2021-02 Franchisors - Revenue from Contracts with Customers (Subtopic 952-606) effective with the application of ASC Topic 606. The ASU provides a practical expedient to ASU2014-09 Revenue from contracts with Customers (Topic 606). The new guidance allows franchisors to simplify the application of the guidance about identifying performance obligations for franchisors that perform pre-opening services by allowing a franchisor to account for pre-opening services as distinct if they are consistent with those included in a predefined list of pre-opening services.

Franchise Fees

The franchise arrangement between the Company and each franchise owner is documented in the form of a franchise agreement and, in select cases, a development agreement. The franchise arrangement requires the Company as franchisor to perform various activities to support the brand and does not involve the direct transfer of goods and services to the franchise owner as a customer. Activities performed by the Company before opening are distinguished from the franchise license. Therefore, the Company recognizes franchise fees as two performance obligations. The nature of the Company's promise in granting the franchise license is to provide the franchise owner with access to the brand's intellectual property over the term of the franchise arrangement.

The transaction price in a standard franchise arrangement consists of (a) franchise/development fees; (b) Marketing, brand development and royalties Fees and (c) IT Fees; (d) Annual Conference Fees. The Company utilize ASC 606 five-steps revenue recognition model as follows:

- Identify the contract with the customer.
- Identify the performance obligation in the contract.
- Determine the transaction price.
- Allocate the transaction price to the performance obligations.
- Recognize revenue when (or as) each performance obligation is satisfied.

The terms of the Company's franchise agreement will be as follows:

- The Company will grant the right to use the Company name, trademark, and system in the franchisee's franchise development business.
- The franchisee is obligated to pay a non-refundable initial franchise fee.
- The franchisee is obligated to pay monthly royalties, marketing, IT, and annual conference fees. Certain other fees are also outlined in the agreement.

Franchise revenues are recognized by the Company from the following different sources: The Company recognizes franchise fees as two (2) performance obligations. The first, pre-opening services, including access to manuals, assistance in site selection, and initial training, have been determined to be distinct services offered to franchisees. Pre-opening services are earned over a period using an input method of completion based on costs incurred for each franchisee at the end of each year.

The second, access to the franchise license, has been determined to be distinct. The amount allocated to the franchise license is earned over time as performance obligations are satisfied due to the continuous transfer of control to the franchisee. Franchise and development fees are paid in advance of the franchise opening, typically when entering into a new franchise or development agreement. Fees allocated to the franchise license are recognized as revenue on a straight-line basis over the term of each respective franchise agreement. Initial franchise agreement terms are typically 10 years while successive agreement terms are typically 10 years.

Variable Considerations

Franchise agreements contain variable considerations in the form of royalty fees and brand development (advertising). These fees are based on franchisee sales and are recorded as revenue and recognized as these services are delivered because the variable payment relates specifically to the performance obligation of using the license.

Contracts Assets and Liabilities Balances

The Company incurs costs that are directly attributable to obtaining a contract, for example, commission fees, broker fees, and referral fees. Under ASC 606, costs that are directly associated with obtaining a contract are to be capitalized and recognized over the term of the agreement. Capitalized costs are included in deferred expenses on the accompanying balance sheet. As such, direct franchise license costs are recognized over the franchise and renewal term, which is the performance obligation, and is typically the franchise agreement's term. If a customer is terminated, the remaining deferred expense will be recognized to expenses.

Deferred revenue consists of the remaining initial franchise fees to be amortized over the life of the franchise agreements. Deferred revenue is a result of the collection of the initial franchise fee at the time of the signing of the franchise agreement and will fluctuate each year based on the number of franchise agreements signed.

The Company didn't generate any revenue as of the balance sheet date but will be implementing ASC 606 to recognize its revenue once a sale has been made.

G. Recent Accounting Pronouncements

FASB ASU No. 2016-02 – Leases (Topic 842) is effective for the calendar year 2022. The standard requires lessees to recognize right-of-use assets and liabilities for most leases with terms longer than twelve months. The Company has evaluated the impact of this standard on its financial statements and determined that it doesn't have any lease that meet the requirement to recognize a right-of-use asset and liability because the Company doesn't have any long-term leases.

In June 2016, the FASB issued ASU No. 2016-13, Financial Instruments - Credit Losses (Topic 326): Measurements of Credit Losses on Financial Instruments. ASU 2016-13, along with subsequent clarifications and improvements (collectively, ASC 326), replaces the incurred loss impairment methodology in prior U.S. GAAP with a methodology that instead reflects a current estimate of all expected credit losses on financial assets, including receivables. ASC 326 requires that the Company measure and recognize expected credit losses at the time the asset is recorded, while considering a broader range of information to estimate credit losses including country specific macroeconomic conditions that correlate with historical loss experience, delinquency trends and aging behavior of receivables, among others. ASC 326 has been effective for the Company since inception. There was no impact on the Company's financial statements as a result of the implementation of this standard.

3. CASH AND CASH EQUIVALENTS

The Company maintains its cash balance in U.S. noninterest-bearing transaction accounts which are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000. On January 05, 2026 the Company's cash balance didn't exceed the FDIC insurance limits.

The Company considers all cash in the bank and investments in highly liquid debt instruments with maturities of three months or less to be cash equivalents. As of January 05, 2026 the Company has approximately \$225,000 in cash in their operating bank account.

4. SUBSEQUENT EVENTS

Management has evaluated subsequent events through January 15, 2026, which is the date the financial statement was available to be issued. The Company did not have any material recognizable subsequent events that would require adjustment to, or disclosure in, the financial statement.

Balance Sheet

The HomeAides Franchise System LLC DBA SOLENVIA

As of January 5, 2026

Assets	
Current Assets	
Bank Accounts	
Chase Bank	225,000.00
Total for Bank Accounts	\$225,000.00
Total for Current Assets	\$225,000.00
Total for Assets	\$225,000.00
<hr/>	
Liabilities and Equity	
Liabilities	
Total for Liabilities	
Equity	
Paid in capital	75,000.00
Retained Earnings	
Net Income	150,000.00
Total for Equity	\$225,000.00
Total for Liabilities and Equity	\$225,000.00

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

EXHIBIT "G" TO DISCLOSURE DOCUMENT
STATE ADDENDA & DISCLOSURES

RIDER TO STATE ADDENDUM TO SOLENVIA

FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

FOR THE FOLLOWING STATES ONLY: CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, WISCONSIN

This Rider to the State Addendum to the SOLENVIA Franchise Disclosure Document (“FDD”) and Franchise Agreement is entered into by and between The HomeAides Franchise System LLC dba SOLENVIA, 517 CenterPoint Drive, Middletown, CT 06457 (“we” or “us”), and _____ (“you”).

A. This Rider is being signed because you are a resident of one of the states listed in the heading of this Rider (the “Applicable Franchise Registration State”) or a non-resident who is acquiring franchise rights permitting the location of a SOLENVIA business in the Applicable Franchise Registration State.

B. We and you have contemporaneously herewith entered into a Franchise Agreement (the “Agreement”) and wish to amend the Agreement as provided herein.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agreement is hereby amended as follows:

1. The following language is hereby added to the end of the FDD and Agreement: “No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

2. Except as provided in this Rider, the Agreement remains in full force and effect in accordance with its terms. This Rider shall be effective only to the extent that the jurisdictional requirements of the franchise law of the Applicable Franchise Registration State are met independently without reference to this Rider.

FRANCHISEE: _____

FRANCHISOR: THE HOMEAIDES FRANCHISE SYSTEM LLC dba SOLENVIA

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF HAWAII

THESE FRANCHISES HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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.

Registered agent in the state authorized to receive service of process: Commissioner of Securities, P.O. Box 40, Honolulu, Hawaii 96813.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF ILLINOIS

Illinois law governs the Franchise Agreement.

In conformance with Section 41 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 of an agreement 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.

It is YOUR responsibility to schedule and complete training before opening. You must pass an on-site inspection to begin business operations.

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.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF LOUISIANA

This Addendum applies solely to purchasers in Louisiana and is provided to satisfy the disclosure requirements of the Louisiana Business Opportunity Law, La. R.S. § 51:1821 et seq.

State Approval

This business opportunity has been submitted to and approved by the Louisiana Office of the Attorney General in accordance with La. R.S. § 51:1822. Approval does not constitute a recommendation or endorsement by the State of Louisiana.

Purchaser Cancellation Rights

Purchaser's rights to cancel this Agreement and obtain any refund are governed by La. R.S. § 51:1823.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF MINNESOTA

The following applies to franchises and franchisees subject to Minnesota statutes and regulations. The item numbers correspond to those in the main body.

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.

1. Item 13.

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).

2. Item 17.

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.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

Under Minnesota Statute § 80C.21 and Minnesota Rule 2860.4400J, certain liquidated damages clauses are unenforceable.

Minnesota Rules 2860.4400(D) 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. See Minn. Rules 2860.4400J.

The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5.

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.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF NEW YORK

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR RESOURCES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

Except as provided above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business that is significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten years immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the “Summary” sections of Item 17(c), titled **“Requirements for a franchisee to renew or extend,”** and Item 17(m), entitled **“Conditions for franchisor approval of transfer”**:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; this proviso intends that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the “Summary” section of Item 17(d), titled **“Termination by a franchisee”**:

“You may terminate the agreement on any grounds available by law.”

5. The following is added to the end of the “Summary” sections of Item 17(v), titled **“Choice of forum,”** and Item 17(w), titled **“Choice of law”**:

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--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.

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

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH CAROLINA

The State of North Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Registration Status

This business opportunity is registered with the North Carolina Secretary of State. Registration does not constitute approval, recommendation, or endorsement by the State of North Carolina.

Bond

Seller has complied with the bonding requirements of N.C. Gen. Stat. § 66-99, as applicable.

Disclosure Delivery Acknowledgment

Prospective purchasers are entitled to receive this disclosure document before signing any binding agreement or paying any consideration. Receipt should be acknowledged in writing.

North Carolina Law Controls

To the extent any provision of the Franchise Agreement or related agreements conflicts with the North Carolina Business Opportunity Act, North Carolina law will control.

Remedies Notice

Failure to comply with the North Carolina Business Opportunity Act may provide purchasers with rescission rights, damages, or other remedies under state law.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF NORTH DAKOTA

The following information applies to franchises and franchisees subject to North Dakota statutes and regulations. The item numbers correspond to those in the main body:

Items 5 and 7.

Based upon the franchisor's financial condition, the North Dakota Insurance & Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened.

Item 17.

1. Covenants not to compete such as those mentioned in Item 17 may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

2. Notwithstanding anything contained in Section 17 of the Franchise Agreement, any arbitration proceeding will take place in the city nearest to your Business in which the American Arbitration Association maintains an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties.

3. Notwithstanding anything contained in Section 17 of the Franchise Agreement, the prevailing party in any legal proceeding before a court or arbitrator to enforce the terms and provisions of the Franchise Agreement will be entitled to recover its reasonable attorneys' fees and costs.

4. Any claims under the North Dakota Franchise Investment Law may be brought in the State of North Dakota.

5. The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

6. The North Dakota Securities Commissioner has held that requiring franchise agreements to be governed by the laws of a state other than North Dakota are unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

7. You must sign a general release if you renew your franchise. This provision may be unenforceable under Section 51-19-09 of the North Dakota Franchise Investment Law.

8. The North Dakota Securities Commissioner has determined that requiring franchisees to consent to liquidated or termination damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF RHODE ISLAND

The following information applies to franchises and franchisees subject to Rhode Island statutes and regulations. The item numbers correspond to those in the main body:

1. Item 17.

Section 19.28.1-14 of the Rhode Island Franchise Investment Act provides that: “A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.”

2. Item 23.

Rhode Island law requires Franchisor to provide Franchisee with a copy of the Disclosure Document at the first personal meeting.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH CAROLINA

The State of South Carolina has not reviewed and does not approve, recommend, endorse or sponsor any business opportunity. The information contained in this disclosure has not been verified by the State. If you have any questions about this investment, see an attorney before you sign a contract or agreement.

Disclosure Timing Requirement

This disclosure document must be provided to a prospective purchaser at least forty-eight (48) hours before execution of any binding agreement or payment of any consideration relating to the business opportunity.

State Law Supremacy Provision

Nothing in the Franchise Agreement or related agreements is intended to waive compliance with the South Carolina Business Opportunity Act. Any inconsistent provision will be governed by South Carolina law.

Remedies Statement

Violations of the South Carolina Business Opportunity Act may entitle purchasers to rescission, damages, or other statutory remedies.

Registration / Filing Status

Seller has complied with the filing and disclosure requirements of the South Carolina Business Opportunity Sales Act. Such compliance does not constitute approval, recommendation, or endorsement by the State of South Carolina.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF SOUTH DAKOTA

The following information applies to franchises and franchisees subject to South Dakota statutes and regulations. The item numbers correspond to those in the main body:

Items 5 and 7.

Based upon the franchisor's financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened.

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE COMMONWEALTH OF VIRGINIA

In recognition of the requirements of the Virginia Retail Franchising Act the Franchise Disclosure Document for The HomeAides Franchise System LLC dba SOLENVIA for use in the Commonwealth of Virginia shall be amended to include the following:

Item 17:

1) 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 ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.”

2) The following statement is added to Item 17.w: Notwithstanding the foregoing, for any franchise agreement signed on or after July 1, 2026, with a franchisee whose Business is in Virginia, “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.”

3) The following statements are added to Item 17.r: Notwithstanding the foregoing, for any franchise agreement signed on or after July 1, 2026, with a franchisee whose Business is in Virginia, “for any franchise 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.”

ADDENDUM TO SOLENVIA DISCLOSURE DOCUMENT
FOR THE STATE OF WISCONSIN

The following information applies to franchises and franchisees subject to the Wisconsin Fair Dealership law. The item numbers correspond to those in the main body:

1. Item 17.

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

2. Item 17.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

ADDENDUM TO
SOLENVIA
FRANCHISE AGREEMENT FOR THE
STATE OF HAWAII

This Addendum pertains to franchises sold in the State of Hawaii and is for the purpose of complying with Hawaii statutes and regulations. Notwithstanding anything that may be contained in the body of the Agreement to the contrary, the Agreement is amended as follows:

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

2. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____, individually

Accepted as of the _____ day of _____, 20__, in _____, _____.

FRANCHISOR:

BY: _____

ADDENDUM TO
SOLENVIA
FRANCHISE AGREEMENT FOR THE
STATE OF ILLINOIS

Illinois law governs the Franchise Agreement.

In conformance with Section 41 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 of an agreement 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.

It is YOUR responsibility to schedule and complete training before opening. You must pass an on-site inspection to begin business operations.

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.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____, individually

Accepted as of the _____ day of _____, 20__, in _____, _____.

FRANCHISOR:

BY: _____

ADDENDUM TO
SOLENVIA
FRANCHISE AGREEMENT FOR THE
STATE OF MINNESOTA

This Addendum pertains to franchises sold in the State of Minnesota and is for the purpose of complying with Minnesota statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. 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).

2. With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non-renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

3. 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 Franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction. In addition, Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit Franchisor from requiring litigation to be conducted outside Minnesota.

4. The second sentence of Section 17.5 of the Agreement is deleted in its entirety and has no further force and effect and the following is substituted in lieu thereof:

Therefore, it is mutually agreed that in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, Franchisor will forthwith be entitled to seek an injunction restraining such breach and/or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining said equitable relief, until such time as a final and binding determination is made by the arbitrators.

5. 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.

6. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____, individually

Accepted as of the _____ day of _____, 20__, in _____, _____.

FRANCHISOR:

BY: _____
_____, _____

ADDENDUM TO
SOLENVIA
FRANCHISE AGREEMENT FOR THE
STATE OF NORTH DAKOTA

This Addendum pertains to franchises sold in the State of North Dakota and is for the purpose of complying with North Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Sections 14.1 and 14.2 of the Franchise Agreement is amended to include the following statement: Based upon the franchisor's financial condition, the North Dakota Insurance & Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened.

2. Notwithstanding anything contained in Section 17 of the Franchise Agreement, any arbitration proceeding must take place in the city nearest to the your Business in which the American Arbitration Association maintains an office and facility for arbitration, or at such other location as may be mutually agreed upon by the parties.

3. Notwithstanding anything contained in Section 17 of the Franchise Agreement, the prevailing party in any legal proceeding before a court or arbitrator to enforce the terms and provisions of the Franchise Agreement will be entitled to recover its reasonable attorneys' fees and costs.

4. The North Dakota Securities Commissioner has determined that requiring franchisees to consent to liquidated or termination damages is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. Any provision of Franchise Agreement that may require Franchisee to consent to liquidated or termination damages, is hereby deleted.

5. The covenant not to compete such as that mentioned in Section 14.1.2 of the Franchise Agreement may be subject to Section 9-08-06 of the North Dakota Century Code and unenforceable in the State of North Dakota if contrary to Section 9-08-06.

6. The North Dakota Securities Commissioner has held that requiring franchisees to consent to the jurisdiction of courts outside of North Dakota is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law. The second sentence of Section 20.1 is therefore deleted in its entirety, and the following substituted in lieu thereof:

Subject to Section 17, any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties must be brought in the Federal District Court for the District of Connecticut or in Middlesex County District Court, Connecticut or the federal or state court of the protected Office Location in which you are located. Both parties hereto irrevocably admit themselves to, and consent to, the exclusive jurisdiction of said courts.

7. Pursuant to Section 51-19-09 of the North Dakota Franchise Investment Law, a franchisee may not be required to sign a general release as a condition of renewal under Section 2.2.4 of the Franchise Agreement.

8. Section 17.2 of the Franchise Agreement requires the franchisee to consent to a waiver of exemplary and punitive damages. That requirement will not apply to North Dakota franchisees and is deemed deleted in each place it appears in the Franchise Agreement.

9. Pursuant to the North Dakota Franchise Investment Law, the first sentence of Section 20.1 of the foregoing Agreement is deleted in its entirety and has no further force and effect, and the following is substituted in lieu thereof:

Except to the extent governed by the United States Trademark Act of 1946, as amended (Lanham Act, 15 U.S.C. Section 1051 et seq.), this Agreement and the relationship between the parties is governed by and interpreted in accordance with the North Dakota Franchise Investment Law.

10. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____, individually

Accepted as of the _____ day of _____, 20__, in _____, _____.

FRANCHISOR:

BY: _____
_____, _____

ADDENDUM TO
SOLENVIA
FRANCHISE AGREEMENT FOR THE
STATE OF SOUTH DAKOTA

This Addendum pertains to franchises sold in the State of South Dakota and is for the purpose of complying with South Dakota statutes and regulations. Notwithstanding anything which may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Sections 14.1 and 14.2 of the Franchise Agreement is amended to include the following statement: Based upon the franchisor's financial condition, the South Dakota Securities Regulation Office has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement and the outlet is opened.

10. Except as amended herein, the Franchise Agreement will be construed and enforced in accordance with its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____, individually

Accepted as of the _____ day of _____, 20__, in _____, _____.

FRANCHISOR:

BY: _____

ADDENDUM TO
SOLENVIA
FRANCHISE AGREEMENT FOR THE
COMMONWEALTH OF VIRGINIA

This Addendum pertains to franchises sold in the Commonwealth of Virginia and is for the purpose of complying with Virginia statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

WHEREAS, Franchisor and Franchisee have contemporaneously herewith entered into a Franchise Agreement (the “Agreement”) and wish to amend certain terms of the Agreement.

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Agreement is hereby amended as follows:

1. The provisions of this Addendum form an integral part of and are incorporated into the Franchise Agreement. This Addendum is being executed because the Business will be operated in the Commonwealth of Virginia.

2. Section 14.G.1 of the Franchise Agreement, Section 8 of the Confidentiality Agreement, Section 8 of the Buyer Commitment Agreement, Section 6 of the Promissory Note and Security Agreement and any other related agreement between Franchisor and Franchisee are hereby amended by adding the following: “Notwithstanding the foregoing, if this Agreement is signed on or after July 1, 2026, for a Business in Virginia, ‘pursuant to subsection D of § 13.1-559 of the Virginia Retail Franchising Act, this Agreement shall be governed by the laws of the Commonwealth of Virginia.’”

3. If this Franchise Agreement is signed on or after July 1, 2026, for a Business operated in Virginia, pursuant to “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.” Accordingly, the following shall apply:

a. Section 9.D.3(including (a) – (c)) of the Franchise Agreement is only enforceable if Franchisee sells the Business at a mutually agreed upon price to Franchisor (or an affiliate) or engages in a sale or Transfer of the Franchisee, the Business or as otherwise defined in Section 10.A of the Franchise Agreement to a third party; and

b. The Personal Guarantee applicable to Section 9.D.3(including (a) – (c)) of the Franchise Agreement is only enforceable if Franchisee sells the Business at a mutually agreed upon price to Franchisor (or an affiliate) or engages in a sale or Transfer of the Franchisee, the Business or as otherwise defined in Section 10.A of the Franchise Agreement to a third party; and

c. With respect to Section 5 of the Confidentiality Agreement attached as a Schedule to the Franchise Agreement outlining the post-term non-compete, said post-term non-compete is only enforceable if an owner under the Franchise Agreement sells the Business at a mutually agreed upon price to Franchisor (or an affiliate) or engages in a sale or Transfer of the Franchisee, the Business or as otherwise defined in Section 10.A of the Franchise Agreement to a third party.

4. For the avoidance of doubt, nothing in this Addendum effects the in-term non-competition covenants in the Franchise Agreement or any schedule attached thereto.

5. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

6. Except as expressly modified by this Addendum, the Franchise Agreement (and all Schedules attached thereto) remains unmodified and in full force and effect.

7. Each provision set forth in this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Virginia Retail Franchising Act are met independently without reference to this Addendum.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____, individually

Accepted as of the _____ day of _____, 20__, in _____, _____.

FRANCHISOR:

BY: _____
_____, _____

ADDENDUM TO
SOLENVIA
FRANCHISE AGREEMENT FOR THE
STATE OF WISCONSIN

This Addendum pertains to franchises sold in the State of Wisconsin and is for the purpose of complying with Wisconsin statutes and regulations. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, the Agreement is amended as follows:

1. Notwithstanding anything that may be contained in the body of the Franchise Agreement to the contrary, Section 12 of the Agreement is extended as follows:

For all franchises sold in the State of Wisconsin, Franchisor will provide Franchisee at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that Franchisee have 60 days in which to rectify any claimed deficiency. If the deficiency is rectified within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between Franchisor and Franchisee inconsistent with the Law.

3. In all other respects, the Franchise Agreement will be construed and enforced according to its terms.

Each of the undersigned hereby acknowledges having read and understood this Addendum and consents to be bound by all of its terms.

Signed on this _____ day of _____, 20__.

FRANCHISEE:

_____, individually

Accepted as of the _____ day of _____, 20__, in _____, _____.

FRANCHISOR:

BY: _____
north _____,

EXHIBIT “H” TO DISCLOSURE DOCUMENT

GENERAL RELEASE

[SEE ATTACHED]

GENERAL RELEASE

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, by and between The HomeAides Franchise System LLC dba SOLENVIA, a Connecticut limited liability company having its principal place of business located at 517 Centerpoint Drive, Middletown, CT 06457 (the “Franchisor”), and _____, a _____ whose principal address is at _____ (hereinafter referred to as “Releasor”), wherein the parties hereto, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are set forth, do agree as follows:

1. **Release by Releasor:**

Releasor does for itself, its successors and assigns, hereby releases and forever discharges generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and antitrust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made herein by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys’ fees.

2. Releasor hereto represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys’ fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Connecticut law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties hereto.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred therein, and said action must be filed in the State of Connecticut.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement effective as of the date first above.

RELEASOR:

Witness

(Name)

THE HOMEAIDES FRANCHISE SYSTEM LLC
dba SOLENVIA:

Witness

By: _____
Name: _____
Title: _____

This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RW 19.100 and the rules adopted thereunder.

STATE EFFECTIVE DATES

The following states 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:

California:	NOT REGISTERED
Hawaii:	SEE SEPARATE FDD
Illinois:	PENDING
Indiana:	SEE SEPARATE FDD
Michigan:	SEE SEPARATE FDD
Maryland:	NOT REGISTERED
Minnesota:	PENDING
North Dakota:	PENDING
Rhode Island:	SEE SEPARATE FDD
South Dakota:	PENDING
Virginia:	PENDING
Washington:	NOT REGISTERED
Wisconsin:	SEE SEPARATE FDD

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.

EXHIBIT “I” TO DISCLOSURE DOCUMENT

RECEIPTS

[SEE ATTACHED]

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If THE HOMEAIDES FRANCHISE SYSTEM LLC dba SOLENVIA offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If THE HOMEAIDES FRANCHISE SYSTEM LLC dba SOLENVIA 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, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

The franchise seller(s) involved with the sale of this franchise is/are:

Bryan Dylewski: 517 Centerpoint Drive, Middletown, Connecticut 06457 or by phone at 860-968-0237
Jonathan Thiessen: 5 Cherry Hills Drive, Coto de Caza, California 92679 or by phone at 949-306-4789

Issuance Date: January 7, 2026

THE HOMEAIDES FRANCHISE SYSTEM LLC dba SOLENVIA’s agent to receive service of process is listed in EXHIBIT “B” to this Disclosure Document.

I received a Franchise Disclosure Document dated January 7, 2026, that included the following Exhibits:

- EXHIBIT “A” STATE AGENCIES AND ADMINISTRATORS
- EXHIBIT “B” FRANCHISORS AGENT FOR SERVICE OF PROCESS
- EXHIBIT “C” FRANCHISE AGREEMENT
- EXHIBIT “D” TABLE OF CONTENTS OF BRAND STANDARDS MANUAL
- EXHIBIT “E” LIST OF FRANCHISEES
- EXHIBIT “F” FINANCIAL STATEMENTS
- EXHIBIT “G” FRANCHISE STATE ADDENDA & DISCLOSURES
- EXHIBIT “H” GENERAL RELEASE
- EXHIBIT “I” RECEIPTS

Print Name

Date

(Signature) Prospective Franchise Owner

(This Receipt should be executed in duplicate. One Receipt must be signed and remains in the Franchise Disclosure Document as the prospective franchise owner’s copy. The other Receipt must be signed and returned to bryan@solenviacaregivers.com)

RECEIPT

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If THE HOMEAIDES FRANCHISE SYSTEM LLC dba SOLENVIA offers you a franchise, it must provide this Disclosure Document to you: (a) 14 calendar days before you sign a binding agreement with, or make a payment to, us or an affiliate in connection with the proposed franchise sale, or (b) under New York and Rhode Island law, if applicable, at the earlier of (i) your first personal meeting to discuss the franchise, or (ii) 10 business days before you sign a binding agreement with, or make payment to us or an affiliate in connection with the proposed franchise sale, or (c) under Michigan law, at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If THE HOMEAIDES FRANCHISE SYSTEM LLC dba SOLENVIA 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, DC 20580, and the appropriate state agency listed in EXHIBIT "A" to this Disclosure Document.

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Print Name

Date

(Signature) Prospective Franchise Owner

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