

# HOME INSTEAD®
# FRANCHISE DISCLOSURE DOCUMENT

www.homeinstead.com

# FRANCHISE DISCLOSURE DOCUMENT

**HOME INSTEAD, INC.,**
**A Nebraska Corporation**
**13323 California Street,**
**Omaha, Nebraska 68154**

**(402) 498-4466**
**frandev@homeinsteadinc.com**
**www.homeinstead.com**

As a franchisee, you will operate a Home Instead® business which provides home care, companionship services, nurse directed care and other specialized services for older adults and other individuals who need care.

The total investment necessary to begin operation of a Home Instead® franchised business is $92,640–$350,550. This includes $54,000–$56,250 which must be paid to us as the initial franchise fee.

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 to you. To discuss the availability of disclosures in different formats, contact the Franchise Development Department at 13323 California Street, Omaha, Nebraska 68154, (402) 498-4466.

The terms of your contract will govern your franchise relationship. Do not 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. Information on franchising, such as "*A Consumer's Guide to Buying a Franchise*," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at *www.ftc.gov* for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Issuance Date: April 29, 2026.

## How to Use This Franchise Disclosure Document

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

| QUESTION | WHERE TO FIND INFORMATION |
|---|---|
| **How much can I earn?** | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits E and F. |
| **How much will I need to invest?** | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use. |
| **Does the franchisor have the financial ability to provide support to my business?** | Item 21 or Exhibit A 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 Home Instead 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 Home Instead franchisee?** | Item 20 or Exhibits E and F lists current and former franchisees. You can contact them to ask about their experiences. |
| **What else should I know?** | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents. |

## What You Need To Know About Franchises *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 delegates. These items may be more expensive than similar items you could buy or 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 the franchisor**. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

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

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

## Some States Require Registration

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

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 risks be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only where the franchisor's headquarters is located, which is currently the State of Nebraska. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with the franchisor in Nebraska than in your own state.

2. **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.

3. **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.

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.

**NOTICE REQUIRED**
**BY**
**STATE OF 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 documents 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:

(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.

**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 the Department of Attorney General, State of Michigan, 670 Williams Building, P.O. Box 30213, Lansing, Michigan 48913, telephone (517) 373-7117.

**THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.**

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## ITEM 1

## THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

### Franchisor

In this franchise disclosure document, "we," "us," "our," or "Home Instead, Inc." means Home Instead, Inc., the franchisor. "You" means the person who is buying the franchise. If you are a corporation, partnership, limited liability company or other entity, "you" includes your owners or members. We are a corporation formed in the State of Nebraska on May 9, 1994. Our principal place of business is 13323 California Street, Omaha, Nebraska 68154. Our agents for service of process are listed in Exhibit C.

We originally incorporated under the laws of the State of Nebraska on May 9, 1994, under the name of Home Instead, Inc. and began selling franchises under the name Home Instead Senior Care® in 1995. Throughout our history, we have offered franchises for the business which is subject to this offering and have not offered franchises in any other line of business.

### Predecessor

We have no predecessors.

### Parent

We are owned by Honor Technology, Inc., a corporation formed in the State of Delaware ("Honor"). Honor's principal place of business is 13323 California Street, Omaha, Nebraska 68154.

### Affiliates

Our affiliates as of the issuance date of this disclosure document are listed below.

HI Omaha, LLC has operated a Home Instead business in Omaha, Nebraska, located at 13323 California St., Omaha, NE 68154, since 1994. HI Omaha, LLC also operates a Home Instead business in St. Charles, MO since 2022, two Home Instead businesses in Chicago, IL since 2024, two Home Instead businesses in San Antonio, TX since 2024, two Home Instead businesses in the South Bay area in California since 2025, and three Home Instead businesses in Southwest Florida since 2026.

Certain subsidiaries of Honor provide recruiting, staffing and other back-office services to some franchisees already operating under the Care Platform (as described below), including: Home Instead by Honor Alabama, Inc., Home Instead by Honor Georgia, Inc., Home Instead by Honor Maryland, Inc., Home Instead by Honor Massachusetts, Inc., Home Instead by Honor Minnesota, Inc., Home Instead by Honor Mississippi, Inc., Home Instead by Honor New Hampshire, Inc., Home Instead by Honor New York, Inc., Home Instead by Honor Oregon, Inc.,

Home Instead by Honor Virginia, Inc., Honor Care Network Arizona, LLC, Honor Care Network Central, LLC, Honor Care Services Connecticut, Inc., Honor Care Services Illinois, Inc., Honor Care Services Indiana, Inc., Honor Care Services Kentucky, Inc., Honor Care Services North Carolina, Inc., Honor Care Services Ohio, LLC, Honor Care Services Tennessee, LLC, Honor Care Services Washington, LLC, Honor Home Care New Mexico, LLC, Honor Home Care Services California, Inc., and Honor PC Texas, Inc., all with their principal place of business at 13323 California Street, Omaha, NE 68154; Honor Care Services Colorado, Inc., with its principal place of business at 7535 East Hampden Avenue, Suite 400, Office No. 406, Denver, CO 80231; Honor Care Network Florida, LLC, with its principal place of business at Cypress Park West, 6750 North Andrews Avenue, Suite 200, Fort Lauderdale, FL 33309; Honor Care Network Pennsylvania, Inc., with its principal place of business at 3000 Valley Forge Circle, Suite 3000, King of Prussia, PA 19406; Honor Care Services Nevada, Inc., with its principal place of business at 1210 S Valley View Blvd., Las Vegas, NV 89102; Honor Care Services South Carolina, Inc., with its principal place of business at 1409 W. Ezell Blvd., Spartanburg, South Carolina 29301; and Honor Care Services Utah, Inc., with its principal place of business at 10 W Broadway, Suite 700, Salt Lake City, UT 84101. None of our affiliates have offered any franchises, including Home Instead® franchises.

## The Franchise

We franchise the operation of a business providing home care services for older adults and other individuals such as companionship, personal, nurse directed and specialized services, including end of life and Alzheimer's support for older adults (the "Franchised Business") utilizing our unique and distinctive formats, systems, standards and procedures (the "System") and identified by certain trademarks, domain names, service marks and other commercial symbols (the "Licensed Marks").

We enter into master franchise or license agreements in selected foreign markets only. Currently we have master franchise or license agreements in Germany, Japan, Singapore, and the United Kingdom. We also have franchise agreements with individual franchisees in Canada.

A Home Instead Franchised Business provides an effective solution for people at any point in the aging process who prefer to remain at the home or location of their choice where their quality of life can be enhanced without the stress and hardships of interrupted routines and daily habits. The Home Instead System utilizes a care concept comprised of a certain number of integral parts, all of which are necessary for a successful operation, and which are fully described in our confidential Operations Manual, as defined in Item 11. A Home Instead franchisee employs individuals who are trained to provide professional and reliable services to clients (each a "Care Pro"). We specifically designate the services that franchisees may offer to clients and those services may change at our discretion from time to time.

Honor has developed a proprietary care management system (the "Care Platform"). The Care Platform is a centralized operations platform that may allow franchisees to operate in collaboration with Honor or its affiliate. For franchisees operating under the Care Platform, the Care Platform includes recruitment, onboarding, training, and employing Care Pros, care management, and client billing and collection.

We permit certain franchise owners to operate multiple Franchised Businesses under a Multi-Territory Addendum, attached as Exhibit G (the "Multi-Territory Addendum"), which may allow for operational efficiencies and shared services, subject to our approval. A Home Instead franchisee operating multiple Franchised Businesses under a Multi-Territory Addendum may experience reduced costs.

**Pilot Programs**

1. We are currently conducting, and may in the future conduct, one or more pilot programs with select franchisees relating to devices, products, services, platforms, and/or other offerings. Participation in these pilot programs is voluntary. The services offered under these programs may be provided to individuals who are not currently receiving home care services and may serve as an initial point of engagement, lead generation channel, or alternative or complementary service to the services offered by Franchised Businesses. These pilot programs may involve third-party vendors or service providers and may include different pricing, revenue models, terms, conditions, or operational requirements than those generally applicable to franchisees. The terms and conditions of any such pilot program will be disclosed to participating franchisees at the time of participation.

2. We may, from time to time, offer select franchisees the opportunity to participate in a pilot program providing individualized or small-group sales training and coaching for designated personnel or marketing efforts. Participation in any such program is voluntary and may be subject to additional fees, minimum commitments, and other terms and conditions that will be communicated to participating franchisees at the time of participation.

**Market and Competition**

The market for home care services to older adults is well-developed and growing as the number of people aged 65 years and older in the United States continues to increase. A Home Instead franchisee can expect to compete with other national and local home care businesses, home health companies, hospitals, living facilities, adult daycares and sole proprietors performing similar services.

**Industry-Specific Laws and Regulations**

There are federal, state and local laws and regulations that may impact your Franchised Business. We may identify existing requirements or provide updates on laws or regulations for informational purposes only. However, the information we provide is not legal advice and is not a substitute for consulting your own legal advisor. This document does not address all laws or regulations that may apply to your Franchised Business. In operating your Franchised Business, you maintain full responsibility for compliance with all applicable laws.

The Federal Fair Labor Standards Act ("FLSA") establishes federal minimum wage and overtime requirements that apply to employers.

Federal regulations applicable to domestic service employment may affect overtime eligibility and compensable time determinations for certain workers providing services in clients' homes. These regulations and related enforcement positions are subject to change.

Your Franchised Business may have obligations related to overtime, travel time, and time spent by Care Pros engaged to wait between work shifts. You are encouraged to work with your attorney to determine how to calculate and manage overtime, travel time, and wait time within your Franchised Business.

Your Franchised Business may be located in an area that has adopted its own minimum wage, overtime, or other compensation rules. If the state or local rules where you operate your Franchised Business are different from the minimum wage and overtime rules under the FLSA, then you must comply with any applicable state or local law that provides greater protections or higher standards than federal law, in addition to complying with federal law. You and your attorney must determine whether your employees will be subject to overtime and the minimum compensation requirements required by your state and local laws.

The Federal Occupational Safety and Health Act may also impact your Franchised Business. In some states this act is enforced by the Occupational Safety and Health Administration ("OSHA"). OSHA generally requires employers under its jurisdiction to record work-related injuries and illnesses and to report certain serious work-related incidents. OSHA rules may provide partial exemptions from routine injury and illness recordkeeping requirements based upon industry classification or business size. However, covered employers are generally required to report certain serious work-related injuries or fatalities to OSHA within required timeframes, regardless of recordkeeping exemption status.

While your business size may vary, your Franchised Business will generally be considered part of the home care services industry. Under current rules, the home care services industry is generally not exempt from recordkeeping requirements.

If your Franchised Business is located in a state that utilizes an OSHA-approved state plan ("State Plan"), then you will not be directly subject to Federal OSHA jurisdiction. However, State Plan standards must be as effective as Federal OSHA rules. Accordingly, if your Franchised Business is subject to a State Plan, you may have additional obligations related to recording and reporting.

Through services provided to clients of your Franchised Business, you may access individuals' information protected by state and federal law(s). Each Franchised Business must comply with all applicable state and federal privacy and security laws, our privacy policy and policies and procedures stated in the Operations Manual.

You must sign a "Confidentiality of Client Health Information Agreement" in the form attached to the Franchise Agreement as Exhibit B. This form provides that both we and the Franchised Business intend to protect client health information under applicable federal and state privacy laws. The agreement is primarily designed to address the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 and its

implementing regulations, as amended ("HIPAA") for Franchised Businesses subject to HIPAA. The agreement also acknowledges, however, that HIPAA may not currently apply to all Franchised Businesses. To the extent you are a "Covered Entity" under HIPAA, or as required by the Operations Manual, we and you will protect health information according to the Privacy, Security, Enforcement, and Breach Notification Rules under HIPAA. You may be required to sign additional agreements that we determine are necessary for compliance.

Specific laws and regulations in your state or local area may also require licensure, certification, registration or training of individuals providing services. For example, all nursing services that are performed, supervised or delegated by a nurse must be in accordance with your state nursing practice act.

Licensure requirements may also apply to your Franchised Business. Some states may require a certificate of need. Additionally, certain services may require compliance with the Federal Clinical Laboratory Improvement Amendments (CLIA), including obtaining a certificate of waiver. It is your responsibility to understand any regulatory requirements for your provision of services, including nursing delegation requirements, and to ensure your Franchised Business adheres to those requirements.

To maintain a state license for your Franchised Business, you may be required to meet specific criteria for: employee screening, employee training, policies and procedures, recordkeeping, client care plans, client notices, data privacy and security, employee qualifications, and/or compliance audits. These state specific obligations may exceed our requirements. If this is the case in your state, you are required to comply with both your state requirements and our requirements. In all cases, you must comply with our requirements and the law, at a minimum.

If your Franchised Business chooses to accept reimbursement from regulated health care programs, such as Medicaid or the U.S. Department of Veterans Affairs ("VA"), then you will be responsible for knowing and complying with all applicable regulatory and contract requirements. Such requirements include compliance with the False Claims Act and Federal Anti-Kickback Statute ("AKS").

The False Claims Act prohibits certain actions that may defraud government programs, such as the making of a false claim to the federal government for payment or approval. This includes making or using a false statement that is material to a false claim.

AKS prohibits the exchange or offer of anything of value as an inducement or reward for the referral of patients or patient care opportunities paid in whole or in part by a federal health care program, including the VA. The AKS prohibits, and imposes criminal penalties, for many business practices that are common outside the health care industry. Additionally, a number of states have enacted laws, which prohibit payment for referrals and other similar arrangements.

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## ITEM 2

## BUSINESS EXPERIENCE

**Chief Executive Officer and Director: Seth Sternberg**

Seth Sternberg has been co-founder and Chief Executive Officer of Honor since July 2014. In addition, Seth was appointed Chief Executive Officer of Home Instead in June 2022 and Director of Home Instead in May 2024.

**President: Ian Clarkson**

Ian Clarkson was appointed President of Honor and Home Instead in October 2022. Prior to joining Honor and Home Instead, Ian was President and Chief Operating Officer of Nerdy, an educational technology organization, in Seattle, Washington from January 2016 to October 2022.

**Chief Financial Officer and Treasurer: Matt Klitus**

Matt Klitus was appointed Chief Financial Officer of Honor and Home Instead in September 2025. Previously, Matt served Lyra Health, Inc., a mental health care company, in Burlingame, California as Chief Financial Officer from April 2023 to May 2025, and Chief Growth Officer from April 2021 to April 2023. From October 2019 to March 2021, Matt was President of Markets and executive advisor at Cityblock Health, Inc., a health care company, in New York, New York.

**Chief Communications Officer: Kim Atkinson**

Kim Atkinson has been Chief Communications Officer of Honor and Home Instead since November 2023. From March 2019 to January 2022 and August 2022 to November 2023, Kim served as Senior Vice President of Communications at SmileDirect Club, an oral care company in Nashville, Tennessee. From January 2022 to August 2022, Kim served as Senior Vice President of Communications at Athletic Greens, a nutrition company based in New York, New York.

**Chief People Officer: Heidi Robinson**

Heidi Robinson has been Chief People Officer of Honor and Home Instead since December 2024. From January 2024 to December 2024, Heidi served as Director of Executive Talent Management and Organizational Effectiveness at Amazon in Seattle, Washington. From April 2023 to December 2023, Heidi was self-employed and served as an independent consultant on a part-time basis for Nerdy, an educational technology organization, in St. Louis, Missouri. From July 2016 to March 2023, Heidi served as Chief People Officer and Head of Recruiting & HR at Nerdy.

**Chief Legal Officer and Secretary: Shawn Lindquist**

Shawn Lindquist was appointed Chief Legal Officer of Home Instead and Honor in July 2025. From September 2021 to May 2025, Shawn served as Chief Legal Officer at MX Technologies, Inc., a financial technology company, in Lehi, Utah. Prior to that, Shawn was Chief Legal Officer

of Vivint Smart Home, Inc., a smart home and home security company, in Provo, Utah from May 2016 to August 2021.

**Executive Vice President, Engineering: Preeti Kaur**

Preeti Kaur has been Executive Vice President of Engineering at Honor and Home Instead since June 2024. From January 2023 to June 2024, Preeti served as Senior Vice President of Engineering at Honor and Home Instead. From October 2018 to November 2022, Preeti served as Vice President of Software Engineering at Carta, an equity administration and corporate governance software company, in San Francisco, California.

**Senior Vice President, Operations Home Instead Network: Linn Free**

Linn Free was appointed Senior Vice President, Operations Home Instead Network, of Honor and Home Instead in July 2023. From October 2011 to July 2023, Linn served in several positions for Yum! Brands, including Global Director of Operations – KFC Global from June 2020 to July 2023 and previously Chief Operating Officer – KFC Canada.

**Vice President Network Operations: Doug Cook**

Doug Cook was appointed Vice President, Network Operations of Honor and Home Instead in February 2024. From October 1996 to February 2024, Doug served in several positions for Kentucky-based Yum! Brands and its KFC subsidiary, including Interim Chief Operations Officer of KFC from October 2022 to February 2024.

**Vice President of Sales and Business Development: Lakshmi Venkatesan**

Lakshmi Venkatesan has been Vice President of Sales and Business Development of Honor and Home Instead since October 2024. From May 2023 to September 2024, Lakshmi served as Vice President of Business Operations of Honor and Home Instead. From November 2015 to March 2023, Lakshmi served in several positions for Sunrun, Inc. in San Francisco, California, including VP, Market Strategy & Management from January 2021 to March 2023.

**Vice President and Deputy General Counsel: Darci Cohen**

Darci Cohen has been Vice President and Deputy General Counsel of Honor and Home Instead since August 2024. From November 2018 to August 2024, Darci was a partner at Mark Migdal & Hayden located in Miami, Florida.

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## ITEM 3

## LITIGATION

**Pending Actions**

WJM Home Care, LLC, et al. v. Home Instead, Inc. (U.S. District Court for the District of Nebraska, Case No. 8:25-cv-00654) ("Nebraska Lawsuit"); Managed Care, Inc., et al. v. Home Instead, Inc. (U.S. District Court for the Central District of California, Case No. 5:25-cv-03149) ("California Lawsuit"); REM Senior Services Corp., et al. v. Home Instead, Inc. (U.S. District Court for the Eastern District of Michigan, Case No. 2:25-cv-13746) ("Michigan Lawsuit").

In November 2025, groups of franchisees filed substantially similar complaints in the United States District Court for the District of Nebraska, the United States District Court for the Central District of California, and the United States District Court for the Eastern District of Michigan, respectively (as referenced above), alleging breach of the same March 2024 Settlement Agreement (the "Settlement Agreement") and breach of the implied covenant of good faith and fair dealing. The plaintiffs assert that the Settlement Agreement grants them the right to renew their franchise agreements prior to the expiration of their existing terms, and that Home Instead improperly failed to permit such early renewals.

The plaintiffs seek unspecified monetary damages and declaratory and injunctive relief.

In the Nebraska Lawsuit, on April 2, 2026, the United States District Court for the District of Nebraska granted Home Instead's Motion to Dismiss and dismissed the case with prejudice for failure to state a claim. The court held that the plaintiffs' claims were not supported by the plain and unambiguous language of the Settlement Agreement and that plaintiffs were attempting to assert contractual rights that do not exist under the agreement.

The California and Michigan Lawsuits involve substantially similar allegations and remain pending.

Home Instead's Motion to Dismiss in the remaining pending actions contends that the Settlement Agreement does not provide the early renewal rights alleged by plaintiffs and that it has not breached the agreement.

L4 Enterprises, Inc. v. Home Instead, Inc. (Superior Court of the State of California, County of Kern, Case No. 25CUB01090). On December 24, 2025, L4 Enterprises, Inc., a Home Instead franchisee, filed a complaint against Home Instead, Inc. in the Superior Court of the State of California, County of Kern, arising out of the parties' franchise relationship.

The complaint alleges, among other things, that Home Instead, Inc. made certain representations in connection with the sale and operation of the franchise, failed to provide contractual support, and improperly exercised certain rights under the franchise agreement. L4 Enterprises asserts claims under California statutory and common law and seeks rescission of the

franchise agreement, monetary damages, injunctive and declaratory relief, attorneys' fees and costs, and other relief.

In its answer, Home Instead, Inc. denies the material allegations of the complaint. The matter is pending.

**Franchisor-Initiated Actions**

During fiscal year 2025, Home Instead, Inc. initiated one lawsuit against a franchisee as follows:

***Suit to Enforce Covenant Not to Compete***

Home Instead, Inc. v. Bidwell Home Care Service, LLC, et al. (U.S. District Court for the Middle District of Florida, Case No. 25-00754). The Court entered the stipulated permanent injunction against a former franchisee on December 23, 2025. The litigation has been resolved and is no longer pending.

**Concluded Actions**

Home Instead, Inc. v. Head 2 Head, Inc. et al. (U.S. District Court of Nebraska, Case No. 8:23cv00424). On September 27, 2023, we asserted claims against franchisee, Head 2 Head, Inc. ("Head"), and its guarantors for violation of the Lanham Act and misappropriation of trade secrets, and sought to enforce the post-termination non-competition provisions of the franchise agreement, including the non-competition provisions, after Head failed to renew its franchise by not executing the then-current franchise agreement. The franchise agreement expired by its own terms and Head continued operating past the expiration of the franchise agreement. We sought a declaratory judgment, injunctive relief, monetary damages, an accounting, and an award of our costs and attorneys' fees incurred in bringing the action. In response, Head filed a motion to dismiss on October 31, 2023. In a related action, Head filed a complaint against us and our CEO in the United States District Court for the Western District of Virginia on November 1, 2023 (Head 2 Head, Inc. et al. v. Home Instead, Inc. et al., Case No. 6:23CV00067) alleging violation of the Virginia Retail Franchising Act, breach of franchise agreement, and breach of the implied covenant of good faith and fair dealing, stemming from our alleged breaches of the franchise agreement.

On March 18, 2024, the parties attended a mediation in which they reached an agreement to settle the litigation under the following material terms: Head ceased to be a Home Instead franchisee; a stipulated judgment was entered in our favor on all of our claims and included an award of monetary damages; a stipulated order of permanent injunction will be entered against Head enforcing certain post-term covenants as stated in the order, including that Head debranded and that for two years, Head will engage in covered activities only within specified geographic areas; and we agreed not to enforce the monetary damages awarded in the stipulated judgment unless the franchisee violates the stipulated order of permanent injunction.

Home Instead, Inc. v. Elderly Care Services, LLC et al. (U.S. District Court of Nebraska, Case No. 8:23cv00431. On September 29, 2023, we asserted claims against franchisee, Elderly Care Services, LLC ("Elderly Care"), and its guarantors for violation of the Lanham Act and

misappropriation of trade secrets, and sought to enforce the post termination non-competition provisions of the franchise agreement, including the non-competition provisions, after Elderly Care failed to renew its franchise by not executing the then-current franchise agreement. The franchise agreement expired by its own terms and Elderly Care continued operating past the expiration of the franchise agreement. We sought a declaratory judgment, injunctive relief, monetary damages, an accounting, and an award of our costs and attorneys' fees incurred in bringing the action. In response, Elderly Care filed a motion to dismiss the Lanham Act and misappropriation of trade secrets claims on November 10, 2023. In addition, Elderly Care asserted counterclaims against us and claims against our CEO alleging breach of the franchise agreement and breach of the implied covenant of good faith and fair dealing, stemming from our alleged breaches of the franchise agreement.

On March 18, 2024, the parties attended a mediation in which they reached an agreement to settle the litigation under the following material terms: Elderly Care ceased to be a Home Instead franchisee; a stipulated judgment was entered in our favor on all of our claims and will include an award of monetary damages; a stipulated order of permanent injunction was entered against Elderly Care enforcing certain post-term covenants as stated in the order, including that Elderly Care debranded and that for two years, Elderly Care will engage in covered activities only within specified geographic areas; and we agreed not to enforce the monetary damages awarded in the stipulated judgment unless the franchisee violates the stipulated order of permanent injunction.

Elder Care Providers of Indiana, Inc. v. Home Instead, Inc., Case No. 1:14cv01894, was filed in the United States District Court for the Southern District of Indiana on November 18, 2014. In this action, former franchisee, Elder Care Providers of Indiana, Inc. ("EPI") asserted claims against Home Instead, Inc. for declaratory relief, breach of contract, and violations of the Indiana Deceptive Franchise Practices Act ("IDFPA"), after Home Instead, Inc. terminated EPI's Franchise Agreement due to misuse of Home Instead, Inc.'s trademarks and violation of the in-term and post-term non-competition covenants, and the non-disclosure covenants in the Franchise Agreement. EPI and its guarantors sought, in addition declaratory relief respecting the non-competition and non-disclosure covenants and other provisions (including validity) of the Franchise Agreement, damages in an undetermined amount. Home Instead, Inc. asserted, in its Answer to Second Amended Complaint and Counterclaims filed July 15, 2015 (the "Counterclaim"), claims (among others) against EPI and its guarantors for violating the in-term and post-term non-competition covenants and the non-disclosure covenants in the Franchise Agreement, trademark infringement, and unfair competition and/or deceptive trade practices. On March 24, 2017, the Court issued an Order on Cross Motions for Summary Judgment granting and denying each Motion in part. The Court granted summary judgment in favor of Home Instead, Inc. finding that the termination notice did not violate the IDFPA and that Home Instead, Inc. did not discriminate against EPI and its guarantors. The Court granted summary judgment in favor of EPI and its guarantors finding that they were wrongfully terminated without notice and an opportunity to cure; they did not violate the Franchise Agreement's covenant not to compete and they did not breach the Franchise Agreement's non-disclosure provision. The Court denied the balance of EPI's motion.

On March 30, 2018, the parties entered into a settlement agreement, including a stipulated judgment and order, under which: (1) judgment was entered in favor of Home Instead, Inc. on

certain counterclaims against EPI, including those involving violation of the non-disclosure covenants in the Franchise Agreement, misappropriation of Home Instead, Inc.'s confidential information, trademark infringement and unfair competition; (2) Home Instead, Inc. was awarded damages in the amount of $500,000, which amount would be satisfied upon EPI's transfer of certain rights under an "Assignment Agreement" involving the franchised Home Instead® business previously operated by EPI; (3) EPI and its related parties were permanently enjoined from using Home Instead, Inc.'s service marks or certain similar marks; (4) the parties agreed to a mutual release of claims; and (5) all remaining claims were dismissed with prejudice.

Other than the above actions, no litigation is required to be disclosed in Item 3.

## ITEM 4

## BANKRUPTCY

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

## ITEM 5

## INITIAL FEES

**Initial Franchise Fee**

You must pay us an initial franchise fee of $54,000 ("Initial Franchise Fee"). The Initial Franchise Fee is due when you sign the Franchise Agreement. Except as provided below, the Initial Franchise Fee is non-refundable under any circumstances. The Initial Franchise Fee may be subject to applicable discounts, as described below.

To reserve the availability of a market prior to signing the Franchise Agreement, we will, depending on your state's laws, allow you to enter into a Deposit Agreement with us (see Exhibit F). A Deposit Agreement may be entered into at least 14 calendar days after you receive a Franchise Disclosure Document. The Deposit Agreement will require you to make a deposit payment of $27,000 to reserve the availability of a market. If you then enter into a Franchise Agreement with us within 120 days of the date of the Deposit Agreement, we will apply the deposit payment toward the Initial Franchise Fee. If you choose not to purchase a franchise, we will refund $24,300 of your original deposit payment. To receive this refund, you must notify us in writing that you are withdrawing your request to be considered as a franchisee within 90 days after the date of the Deposit Agreement. The entire deposit payment of $27,000 will be refunded to you if we decide, at our discretion, not to approve you as a franchisee.

**VetFran Discount**

As a member of the International Franchise Association ("IFA"), we participate in the IFA's VetFran Program. A discount of 20% off the Initial Franchise Fee (reduced to $43,200) is

available to honorably discharged veterans of the United States Armed Forces who do not currently own a Home Instead franchise and who otherwise meet our requirements to purchase a franchise. In determining who is a "veteran," we may be guided, in whole or in part, by any definitions we find appropriate, including definitions used by the federal government of the United States, in determining who is eligible for federal benefits intended for veterans.

**Training Fees**

As a part of your Initial Franchise Fee, we will provide initial franchise training, training materials, and lodging for up to two people. If you elect to have more than two people attend our franchise training program, you must pay a fee for each additional attendee ("Additional Trainee Fee"). The estimated Additional Trainee Fee is currently $2,250 per person, or another amount which will not exceed $2,700. This fee covers the cost of training, materials and lodging. You are responsible for travel expenses to and from the training site and for some limited meal costs for you and your personnel.

Except for the circumstances described in this Item 5, we do not refund any Initial Franchise Fee.

All fees described in this Item 5 are collected by and payable to us. During 2025, we received Initial Franchise Fees ranging from $0 to $54,000.

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## ITEM 6

## OTHER FEES

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Royalty Fee | 5% of Gross Sales | 15th and the last day of each month or such other dates as specified in the Operations Manual | Note 2 |
| Additional Trainee Fee | $2,250 (1 person, 1 hotel room), or other amount not to exceed $2,700 | Before training | We do not charge a training fee for the first two attendees at our initial training program (included in Initial Franchise Fee and Transfer Fee, where applicable). You are responsible for your travel expenses to and from the training site and some limited meal costs. |
| Supplemental Training | $500 a day, subject to an increase of up to 20% per year, plus reimbursement of our expenses, which includes travel and lodging | As requested | Provided at our discretion at the place and time we designate. |
| Transfer Fee | $25,000 | As requested | Payable by either the transferee or transferor at the time ownership of the franchise is transferred. |
| Minority Ownership Change Fee | $9,000 | As requested | Payable upon your request for approval of a Transfer (as defined in the Franchise Agreement) that does not result in a change in majority ownership, including adding or |

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| | | | removing a minority owner, internal restructurings, or transfers to trusts or similar entities, and is due upon signing documents approving the Transfer. |
| Audit Fee | Cost of audit or inspection, including travel expenses, compensation of employees and/or agents, plus interest on any underpayment and our actual costs for any additional administrative or professional services incurred | As requested | Payable if audit is made necessary by the failure to furnish reports, supporting records, financial statements or other documents or information on a timely basis or as required, or if audit discloses Franchisee's non-compliance with the Franchise Agreement, Operations Manual, or laws and applicable regulations; or if any audit shows an understatement of at least 2% of Gross Sales for any month. |
| Management Fee and Expenses upon Your Failure to Manage or Operate | A management fee of up to $2,000 per day plus reimbursement of any expenses of operating the Franchised Business paid by us | As requested | Payable if we appoint a manager to operate the Franchised Business due to your failure to have an approved manager in place or due to death, disability, or incapacitation. |
| Renewal Fee | $9,000 | Deducted on or after the renewal date | Payable upon renewal of the Franchise Agreement. |
| Marketing Fund | 2% of monthly Gross Sales<br><br>See "Marketing Fund" Section of Item 11 for further information. | Payable at same time and in same manner as Royalty Fee | You must contribute 2% of monthly Gross Sales to the Fund (as defined in Item 11). |

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Technology Fee | Our then-current fee (currently $500/month) | The 15th day of each month | We require you to pay us a monthly Technology Fee. We may adjust the fee at any time upon 60 days' written notice, although we will not increase the Technology Fee by more than 25% per calendar year. |
| Fees for Required Systems | Varies, based on size of the franchise and number of system users; currently ranges from $177 to $1,861 per month for systems billed on a recurring monthly basis, and up to $3,457 in any month in which annual system fees are billed (Note 3) | Monthly or annually (Note 3) | This amount reflects the current fees for all Required Systems in which we pay the third-party provider and invoice you (Note 3). |
| Bulk Purchasing Administrative Fee | Up to 10% of the cost for any Required System or optional system or other product or service where we have arranged for a network contract | When incurred | This additional fee covers our efforts to negotiate, administer, monitor, and manage bulk purchasing programs. We may charge a Bulk Purchasing Administrative Fee of up to 10% of the amount of the system or network contract and such Fee may be in the form of a separate charge or in the form of any vendor discounts, savings, rebates or credits through bulk purchasing or similar arrangements, or a combination thereof, up to 10% of the undiscounted price for such systems or network contracts. |
| Interest Fee | Prime commercial rate plus 3% as reported by the Wall Street Journal but no less than 12% per year | When due | This fee is payable if you do not timely pay any amounts due us. |

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| Insurance | Cost of insurance | Immediately when we incur costs | If you fail to obtain or maintain required insurance, then we may obtain insurance and seek reimbursement from you for the cost. |
| Costs and Attorneys' Fees | Will vary under circumstances | When incurred | We may recover costs and reasonable attorneys' fees. |
| Indemnification | Will vary under circumstances | When incurred | You must indemnify us for claims related to your operation of the Franchised Business. |
| CST Fee | Fee structure may vary, but it currently ranges from $120 to $255 per consult scheduled on your behalf. Optional, except we may require for participation in certain pilot programs | Monthly | Note 4 |
| Click-to-Chat (Optional) | Fee may vary, but it currently is $50 per month. This is an optional program. | Quarterly | Note 4 |
| Local Marketing Program Fee (Optional) | Varies | Monthly or as incurred | If you elect to participate in an optional local marketing program we offer, you must pay the amounts we specify to cover or offset the cost of the services, media spend, vendor charges, administrative costs, and related expenses. The amount may vary based on market, geography, scope of services, media spend, vendor pricing, and participation levels. See Note 4. |

| Type of Fee (Note 1) | Amount | Due Date | Remarks |
|---|---|---|---|
| PerforMax Group Fee (Optional) | $1,000 annual membership fee, plus your share of group meeting expenses and your travel, lodging, meals, and activity costs | Membership fee: Annually<br><br>Shared expenses: As incurred | This optional program is a coaching and franchisee peer support group we administer. Participants typically meet twice per year, and meeting-related expenses are generally determined by the participating franchisees and shared among the group. |
| Annual Convention (Optional) | Our then-current registration fee (currently $0 for franchise owners; $399 for each additional attendee), plus travel and lodging | Payable at the time of registration | We currently do not charge a fee for franchise owners who attend our optional annual convention, but we reserve the right to do so in the future to cover our costs. We may adjust any registration fee by no more than 25% per calendar year. You are responsible for your travel and lodging expenses and some limited meal costs. |
| Regional Meetings (Optional) | Our then-current registration fee (currently $0), plus travel and lodging. | Payable at the time of registration | Attendance is optional and limited to franchise owners. We currently do not charge a fee to attend Regional Meetings, but we reserve the right to do so in the future to cover our costs. If implemented, we may adjust the fee by no more than 25% per calendar year. You are responsible for your travel and lodging expenses and some limited meal costs. |

Notes:

1. Except as otherwise noted in this Item 6, we impose these fees uniformly. These fees are collected by and payable to us and are non-refundable under any circumstance.

2. "Gross Sales" is the aggregate amount of all sales of all services and products, and other goods and services, whether for cash, on credit or

otherwise, made or provided at or in connection with the Franchised Business, including all charges for services performed on behalf of clients. The term "Gross Sales" does not include: (1) any federal, state, municipal or other sales tax, goods and services tax, value-added or other retailer's excise tax, or any other similar tax on the supply of goods and services collected from clients at the point of sale and that you pay or accrue; or (2) adjustments for net returns on salable goods and discounts allowed to clients on sales in accordance with the above. Gross Sales will not be adjusted for uncollected accounts. For purposes of the royalty fee, the sale is made at the earlier of delivery of the service or product, or receipt of payment.

3. You are required to use certain systems we designate and as further described in Item 11 ("Required Systems"). We may change or add a Required System following notice to you, the vendor for which may be a third party or our affiliate. Fees may be increased based on the fees we pay to third-party vendors for the Required Systems. Required Systems may be billed on a monthly or annual basis, as determined by the applicable vendor or by us. If annual system fees are billed in a single payment, the total Required System fees incurred in that month will be higher than the typical monthly range. The higher range above reflects the inclusion of those annual charges in a single month.

4. If you decide to participate in these optional programs, refer to Item 11.

## ITEM 7

## ESTIMATED INITIAL INVESTMENT

### Your Estimated Initial Investment

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is Made |
|---|---|---|---|---|
| Initial Franchise Fee (Note 1) | $54,000 | Lump sum, or if applicable, one-half paid upon signing the Deposit Agreement and balance due upon signing the Franchise Agreement | Due upon signing the Franchise Agreement | Us |
| Operating | $2,300–$2,400 | As Incurred | As Incurred | Vendor or Us |

| Type of Expenditure | Amount | Method of Payment | When Due | To Whom Payment is Made |
|---|---|---|---|---|
| software, Required Systems, and Technology Fee – 3 months (Note 2, Note 9) | | | | |
| Training and Living Expenses while Training (Note 3) | $2,600–$8,250 | As Incurred | As Incurred | Vendors |
| Real Estate & Improvements (Note 4) | $600–$15,500 | (Note 4) | (Note 4) | (Note 4) |
| Equipment (Note 5) | $3,000–$21,500 | Lump Sum | Before Opening | Vendors |
| Signs | $0–$15,500 | Lump Sum | Before Opening | Vendors |
| Miscellaneous Opening Costs, including insurance deposit (Note 6) | $1,300–$25,400 | As Incurred | As Incurred | Vendors |
| Inventory (Note 7) | $0–$8,000 | As Incurred | As Incurred | Vendors |
| Advertising – 3 Months (Note 8) | $0–$13,000 | As Incurred | As Incurred | Vendors or Us |
| Additional Funds – 3 Months (Note 9, Note 10, and Note 11) | $28,840–$187,000 | As Incurred | As Incurred | Vendors |
| **Total (Note 12)** | **$92,640–$350,550** | | | |

Notes:

1. We do not finance any of this fee.

2. This covers the Required Systems and certain other software described in Items 6 and 11.

3. Covers estimated travel costs for up to three attendees. Training is held in Omaha, NE, or another location designated by us, or virtually. The Initial Franchise Fee, or Transfer Fee, whichever applies, includes training and hotel fees for two attendees. Additional attendees incur the Additional Trainee Fee (see Item 5).

4. You may purchase, lease, or otherwise secure a dedicated Home Instead business address to operate your Franchised Business. The address may be maintained in an office park, co-working/shared office facility, or other commercial space. If you lease a dedicated office measuring approximately 500–800 square feet, rent is estimated to be $8,400 to $36,000 annually depending on the size, condition, and location of the premises. Costs may be higher if you purchase the site where your office is located. Costs may be lower if you use a co-working or shared office arrangement; however, depending on the facility size, you may incur additional expenses for dedicated meeting or training space for your staff. All franchisees must maintain a dedicated Home Instead business address that qualifies as a verifiable business address, which means an address suitable for use in marketing, licensing, and digital platforms (including Google Business Profiles and other major mapping and search providers, as determined by us), compliant with all applicable privacy and security standards, and which is approved by us prior to use. State or local laws may also require a specific type of office or business address.

5. This amount may be necessary to purchase a TV, computer hardware consisting of either a laptop or desktop computer, software, office furniture, decorations, fixtures and incidental supplies. Technology requirements are further described in Item 11.

6. This amount may include security deposits, utilities, business license, incorporation or applicable legal fees and an insurance deposit. The estimated cost for insurance during the first year of operation is $5,000 to $15,000, which may not include the cost of workers' compensation. Insurance costs vary from state to state. Workers' compensation rates are based on a percentage of estimated first year payroll. Many states will charge from $3.00 to $12.00 per $100 in payroll. A few states typically charge higher rates, such as California.

7. The Initial Franchise Fee includes a start-up kit containing certain branded materials, apparel, and basic equipment, such as marketing collateral, presentation supplies, and select office hardware. You are responsible for separately obtaining an inventory of basic office supplies. If you are an existing franchisee acquiring a new, undeveloped territory, we may offer you the option to accept a gift card of equal or comparable value as the start-up kit, at our discretion.

8. Includes initial local marketing activities, digital ads, or launch events that you likely will incur. This is separate from the 2% Marketing Fund fee you must pay (see Item 6).

9. This is an estimate of the cost of your initial start-up expenses for the first three months after you open your Franchised Business. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the Franchised Business. Your costs will depend on many factors, such as:

    a. geographic location of your Protected Area;

    b. whether you manage your franchise yourself or hire a general manager;

    c. whether you hire a BDA, CCA (as those terms are defined in Item 15) and other staff on a full-time basis or not during the first three (3) months;

    d. employee salaries and benefits, and other employment conditions in your market;

    e. insurance costs;

    f. your personal abilities and how effectively you manage your Franchised Business;

    g. overall efficiency of the operation;

    h. the necessity, cost, and difficulty of obtaining a license and engaging personnel as may be required by the license to perform all of the services a Home Instead Franchised Business can offer, including costs as may be incurred due to a delay in receipt of the license; and

    i. whether you own other Home Instead territories.

10. Multi-territory operations under a Multi-Territory Addendum may reduce certain estimated costs, such as compensation for certain administrative employees. However, additional costs may be required to hire BDAs and CCAs in each territory, and to comply with state-specific regulations or our system standards.

11. If the franchise is owned by an institutional entity, it may be required to establish additional financial assurances, such as an escrow account or letter of credit in our favor, in an amount equal to three percent of the total gross revenue generated by the Franchised Business over the prior 12-month period, adjusted for the collective ownership percentage of the institutional owner investors, or up to $65,000 if you are acquiring a greenfield. You will be required to pay the escrow agent's fees or the letter of credit fee, which will vary depending on your cost of borrowing.

12. This total estimated initial investment is an estimate based on our experience to date. There may be exceptions in your area that could cause the initial investment to exceed our estimate. This will depend on numerous circumstances including your location, market conditions, fluctuations in cost of equipment, technology costs, and your selection of products, services and vendors.

To our knowledge, there are no other direct or indirect payments in connection with the purchase of the franchise.

Except as described in Item 5, all fees paid to us are nonrefundable under any circumstance. None of the estimated initial investment expenses that you incur are likely to be refunded.

We have relied on our experience in operating company-owned businesses and data reported by our franchisees to compile these estimates. You should review these figures carefully with a business advisor before deciding to acquire the franchise. We do not offer financing directly or indirectly for any part of the initial investment. Availability of financing for your Franchised Business will depend on many factors, including the availability of financing generally, your creditworthiness and collateral, and lending policies of financial institutions from which you request a loan.

## ITEM 8

## RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In the development and operation of your Franchised Business, you are permitted to use only those brands, types of equipment and supplies which meet the specifications and standards that we prescribe periodically, which are required in the operation of your Franchised Business. The Operations Manual outlines these required specifications and standards. We will use updates to the Operations Manual or other written communication to update you on new or modified required specifications and standards and designation of approved brands and types of equipment and supplies.

We select items, equipment, signage and supplies that meet our specifications and standards. We may require you to purchase designated items only from brands and types and models of equipment, signage and supplies we have approved ("Designated Items") or from certain designated suppliers, which may include us or our affiliates ("Designated Suppliers"). We reserve the right to change, update, or eliminate any Designated Item or Designated Supplier, and to modify our specifications, standards, and system requirements (including technology and systems), at any time, and you must comply with these changes at your expense.

We also will provide you with a list of previously approved suppliers who sell items, equipment, and supplies meeting our specifications and standards. Examples of supplies, equipment, and fixtures that must meet our specifications and standards include brochures, business cards and stationery, office signage, and company forms. Examples of supplies, equipment, and fixtures that must meet our specifications and standards and must be obtained from the approved suppliers include computer software and related hardware. In the future, we anticipate that our parent company, Honor, directly or through its subsidiaries will be a designated sole supplier of certain items, including computer software or other operating systems, background check provider services, document signing software and insurance services.

If you desire to purchase any items, equipment or supplies, or other products or services from suppliers that we previously have not approved, you may be required to submit to us written notice of a proposed supplier. We will have 30–60 days from receipt of written notice and submission of all required information to approve or reject the proposed supplier, or to require additional evaluation or testing as necessary to make a determination. As a condition of approval, we will be permitted to inspect the supplier's facility and the products and services to ensure compliance with our specifications and standards. You may not request alternatives to Designated Items or Designated Suppliers.

We generally do not make the criteria for approving suppliers available to you and we do not provide material benefits to you for your use of designated or approved suppliers.

As described in Item 1, services included as part of the Care Platform may include recruiting, onboarding, training and employing all Care Pros, providing care management, and client billing and collection services, and may be provided by Honor or its affiliate. One or more of our officers have an ownership interest in Honor.

We are not responsible for negotiating purchase agreements with suppliers on your behalf. We may establish specifications and standards for client satisfaction and require you to provide services which meet our standards and specifications for client service.

We may, but have no obligation to, offer a National Accounts Program. From time to time we evaluate opportunities for National Accounts, which might be administered through Honor (or its affiliate) or a third party, as we determine. If we establish a National Accounts Program, and so long as the terms of participation are commercially reasonable, we may require or otherwise allow you to participate in the Program, provided you comply with the standards and procedures of that program as we may describe in the Operations Manual or otherwise in writing.

During the term of the Franchise Agreement, you must maintain in force the types and minimum levels of insurance coverage outlined in the Franchise Agreement and Operations Manual. This insurance coverage must be through a policy issued to you by a licensed insurer. All insurance policies must be written by an insurance company or companies satisfactory to us, in compliance with the standards, specifications, coverage and limits set forth in the Operations Manual or otherwise provided to you in writing. All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated A or better by Alfred M. Best & Company, Inc. or meeting such other rating or criteria we may establish periodically. We may also reasonably increase the minimum liability coverage required annually. We may also require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in the industry, or other relevant changes and circumstances.

You must submit to us annually proof of insurance or evidence of the renewal or extension of each insurance policy or any modifications to any insurance policies. If at any time you fail or refuse to maintain in effect any insurance coverage required by us, or to furnish satisfactory evidence of that insurance, we may obtain insurance coverage on your behalf, in addition to our other rights and remedies.

If we obtain insurance coverage on your behalf, you agree to properly execute any applications and forms required to obtain such coverage. You further agree to pay on demand any cost and premiums we incur or requested directly by the insurer.

We derive revenue from the sale of products and services to franchisees. For the 2025 fiscal year, we derived $6,250,568 in revenue from franchisees for both required and optional technology and services as described in this disclosure document, including where we provide services directly to the franchisee and where we pay a third-party vendor and charge franchisees for those costs. This represents approximately 3.68% of our total revenue of $170,019,605. In calendar year 2025, Honor (including affiliates) received $82,429,609 in revenue from the provision of services to franchisees.

You must purchase an approved operating software system from an approved vendor. See Items 6 and 11 for additional information with respect to the operating software system. In addition, we require you to use the Required Systems (as defined in Item 11). We also may require you to use other computer systems, equipment, software and related hardware from our Designated Supplier or other third-party suppliers (if any), in the operation of your Franchised Business and, in some cases, we may purchase the software or hardware on your behalf and pass those costs through to you. See Item 11.

We currently estimate the cost of the goods and services you must purchase from us, from approved suppliers, or in compliance with our specifications and standards will represent approximately 30% to 85% of the total cost to establish the Franchised Business and 10% to 50% of the cost to operate your Franchised Business.

Before you use advertising, promotional, and marketing materials, you must send them to us for our review. We must review any materials that we have not prepared or have been modified following our approval. You must submit unapproved marketing materials to us and we will approve or disapprove such materials within 30 days of receipt. You may not use any advertising, promotional, or marketing materials that we have not approved or have disapproved.

There currently are no purchasing or distribution cooperatives.

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## 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 obligation in these agreements and other items of this franchise disclosure document.**

| | Obligation | Section in Agreement | Disclosure Document Item |
|---|---|---|---|
| a. | Site selection and acquisition/lease | Section 2 of Franchise Agreement ("FA") | Item 7 & 11 |
| b. | Pre-opening purchase/lease | Section 2 of FA | Items 7, 8 & 11 |
| c. | Site development and other pre-opening requirements | Sections 2 & 3 of FA | Items 7, 8 & 11 |
| d. | Franchise and ongoing training | Section 4 of FA | Item 11 |
| e. | Opening | Section 3 of FA | Item 11 |
| f. | Fees | Sections 8, 9, 14 & 15 of FA | Items 5 & 6 |
| g. | Compliance with standards and policies/operating manual | Section 9 of FA | Item 11 |
| h. | Trademarks and proprietary information | Section 5 of FA | Items 13 & 14 |
| i. | Restrictions on products/service offered | Section 9 of FA | Items 8 & 16 |
| j. | Warranty and customer service requirements | Section 9 of FA | Item 11 |
| k. | Territorial development and sales quotas | Sections 1 & 2 of FA | Item 12 |
| l. | Ongoing product/service purchases | Section 9 of FA | Item 8 |
| m. | Maintenance, appearance and remodeling | Section 9 of FA | Item 11 |

| | Obligation | Section in Agreement | Disclosure Document Item |
|---|---|---|---|
| | requirements | | |
| n. | Insurance | Section 9 of FA | Items 7 & 8 |
| o. | Advertising | Section 10 of FA | Items 7, 8 & 11 |
| p. | Indemnification | Section 7 of FA | Item 6 |
| q. | Owner's participation/management/staffing | Section 9 of FA | Items 6, 11 & 15 |
| r. | Records and reports | Section 12 of FA | Item 11 |
| s. | Inspections and audits | Section 13 of FA | Items 6 & 11 |
| t. | Transfer | Section 14 of FA | Item 17 |
| u. | Renewal | Section 15 of FA | Item 17 |
| v. | Post-termination obligations | Section 17 of FA | Item 17 |
| w. | Non-competition covenants | Sections 6 and 17 of FA | Item 17 |
| x. | Dispute resolution | Sections 18 and 19 of FA | None |
| y. | Other:<br>-Confidentiality of Client Health Information Agreement<br>-Marketing Fund<br>-Guaranty of franchisee obligations (Note 1)<br>-Software Access Agreement and Microsoft Participation Agreement | Section 9 of FA<br>Section 11 of FA<br>Section 18 of FA<br>Attachment 1 to FA<br>Exhibit C to FA | Item 1<br>Item 6<br>Item 11<br>Item 15<br>Item 22 |
| z. | Performance Standard | Section 1 of FA | Item 12 |

Notes:

1. Partners and owners with an equitable interest in your Franchised Business, together with their spouses, must sign the Guaranty and Assumption of Obligations (see Attachment 1 to the Franchise Agreement), unless you qualify for an exemption under our Institutional Owner Addendum and agree to provide an escrow or letter of credit in our favor, as described in that Addendum (see Exhibit H).

## ITEM 10

## FINANCING

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

## ITEM 11

## FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

**Pre-Opening Obligations:**

We provide the following services and assistance to prepare you to open your Franchised Business:

1. Designate the Protected Area for your Franchised Business (Franchise Agreement, Section 1, Paragraph A).

2. Provide you with the approximate number of people aged 65 years and older in your Protected Area (Franchise Agreement, Exhibit A, Section 3).

3. Provide input regarding the location of your office if requested. (Franchise Agreement, Section 2). We do not review your construction, remodeling or decorating plans.

4. Provide you with a list of things you must accomplish before you open your Franchised Business. We will also provide you with assistance and suggestions on how to accomplish the pre-opening requirements (Franchise Agreement, Section 2, Paragraph B).

5. Work with you to understand our Franchise Standards.

6. Furnish you with an initial inventory of imprinted materials, as outlined in Item 7. See Item 8 for requirements on the purchase of materials and supplies.

7. Provide franchise training for up to 2 people, as described below (Franchise Agreement, Section 4, Paragraph A).

**Time to Open:**

You agree to complete the development of and open the Franchised Business within 30 days after the Effective Date of the Franchise Agreement, or within such other period as we may permit in writing. If you must obtain a license to operate the Franchised Business in the state where the Franchised Business will be operated and you use best efforts to obtain such license, the date by which you must open the Franchised Business is 30 days after the later of: (a) the Effective Date of the Franchise Agreement; or (b) the date you obtain the license, but no more than 90 days after the Effective Date of the Franchise Agreement.

**Post-Opening Obligations:**

We provide the following services and assistance once you open your Franchised Business:

1. Provide specialized support, guidance and resources for new franchisees during the first 10 weeks through regular telephone calls, video conferences and email. In addition to this support, following your successful completion of the franchise training program, we will provide ongoing support and assistance to you in establishing and developing your Franchised Business (Franchise Agreement, Section 4).

2. Test market additional products and services, as we determine, throughout the term of the Franchise Agreement (Franchise Agreement, Section 4).

3. Schedule national and other meetings periodically throughout the term of the Franchise Agreement for you and other franchisees. These meetings will be designed to foster your further understanding of the business and to help facilitate the development of business owner relationships. We may require your attendance at these meetings.

4. Conduct advertising, marketing, and public relations activities, as we determine, at the local, regional and national level (Franchise Agreement, Section 10 and 11).

5. May advise you of operational problems and offer you operational assistance as we determine (Franchise Agreement, Section 4, Paragraph C).

6. Make available to you internal practices, books and records relating to the use and disclosure of any protected health information we maintain, transmit, create or receive on behalf of you, as further described in the Confidentiality of Client Health Information Agreement (Franchise Agreement, Exhibit B).

7. Provide you access to the online Operations Manual, which may consist of one or more sections and may incorporate by reference other handbooks, manuals, and other materials during the term of the Franchise Agreement (collectively the

"Operations Manual"). The Operations Manual contains mandatory and suggested specifications, standards and operating procedures. The entire Operations Manual is at all times confidential and remains our property. We have the right to modify the Operations Manual at any time to reflect changes in services, specifications, standards and operating procedures, including marketing techniques for your business. No addition or modification may alter your fundamental status and rights. At our option, we may update the Operations Manual on our website or through other electronic methods (Franchise Agreement, Section 4, Paragraph D).

8. May establish, and/or maintain the Franchised Business's digital presence or elements thereof, including the System website, online business listings (such as Google Business Profile), and digital directories or platforms.

9. If you participate in our optional CST Program, we will handle inbound inquiry calls, conduct outbound calls, provide lead nurturing and follow-up (including for web inquiries).

10. If you participate in our optional Click-to-Chat program, our Care Solutions Team will assist with service and Care Pro inquiries.

11. If you participate in our optional local marketing program, we will coordinate local advertising, which may be administered by us or a third-party advertising partner.

The online, confidential Operations Manual contains the following sections:

| Section | # of Pages |
|---|---|
| Introduction | 3 |
| Brand | 35 |
| Business Operations | 28 |
| Care Pros & Key Players | 28 |
| Client | 31 |
| Quality | 5 |
| **TOTAL** | **130** |

**Computer Requirements**

You are solely responsible for the acquisition, operation, maintenance and upgrading of your computer system.

*Hardware*. We require that you purchase either a laptop or desktop computer system to operate your Franchised Business. You may obtain your computer system from any vendor so long as it meets our requirements. The current cost of the required computer hardware is about $2,000, but this amount may not include peripheral equipment or ongoing license, maintenance or support fees.

*Software*. Currently, we require all franchisees to use either WellSky software or an operating software provided by Honor (directly or through one of its subsidiaries) – the Care Platform – although we may change this requirement at any time. The current cost of WellSky software is $8.25 per active client per month or a minimum of $120.00 per month (whichever is higher) but costs may increase up to $8.99 per active client per month if the number of Franchised Businesses using WellSky decreases. You will pay WellSky the cost of use of the operating software or you will pay Honor (or one of its subsidiaries) for the cost of use of the Care Platform.

We reserve the right to change the operating software provider and fee. If we change any of the required software programs, you will be responsible for the cost of any replacement software. In addition, we may assess a fee for licensing and related maintenance and upgrade costs. There may also be additional maintenance and upgrade fees related to this replacement software.

In addition, we also require you to acquire and use one or more additional designated software programs, technologies, services or systems (the "Required Systems") in the operation of the Franchised Business. You must pay us, our affiliate, or a Designated Supplier for these required software programs. We may require you to sign a software access or license agreement in connection with your use of the required software programs. You must use and pay for all future updates, supplements and modifications to the required software programs, and we may modify the requirements at any time. As of the issuance date of this disclosure document, examples of the Required Systems we currently designate include, without limitation: (1) Activated Insights (formerly known as Home Care Pulse; learning management system ("LMS")); (2) Canva (design content platform); (3) ApplicantStack from SwipeClock (application and onboarding software); (4) Microsoft Office365 (suite of Microsoft products); (5) Ping (formerly known as ForgeRock; identity and access management software); (6) Invoca (call-tracking and analytics software); (7) SalesForce (customer relationship and lead management software); (8) Zeewise (financial collection and analytics software); and (9) Yext (digital presence platform).

By signing a Franchise Agreement, you will be acknowledging that as a user of any software for your business you are responsible for compliance with all local, state and federal laws and the accuracy of all information inputted into, contained in, generated by or accessible from this software. We do not give any warranties relating to software, including warranties of merchantability or fitness for a particular purpose.

You are responsible for the security of the hardware and software used in your Franchised Business and must maintain regularly updated antivirus, spyware and firewall protection.

We require you to pay us a monthly Technology Fee to help defray the direct and indirect costs of creating, implementing and supporting new and existing software and technology platforms such as hosting, integration development, server infrastructure, data standardization and support that are often not included in direct costs of those software and technology platforms and may also cover direct and indirect costs of technology building on an Honor platform. The Technology Fee also supports the development, optimization, and maintenance of reporting and analytics tools within the Growth Portal; user experience enhancements and configuration on third-party systems, including the LMS, Applicant Tracking System (ATS), and client care portals; franchise business modeling tools such as the franchise growth model; and other proprietary and

third-party systems we designate as required for network operations. As of the date of issuance, the monthly Technology Fee is $500. We may adjust the Technology Fee at any time with 60 days' prior written notice to you, although we will not increase the Technology Fee by more than 25% each year.

*Maintenance and Upgrade Requirements and Costs*. We are not obligated to provide any ongoing maintenance, repairs, upgrades or updates for your computer system and software, and none of our affiliates or any other third parties have any obligation to do so. We may require that you purchase a maintenance and support contract for your computer system and software. We reserve the right to change, update, eliminate or replace the software and computer system requirements at any time during the term of your Franchise Agreement, and you are obligated to make these changes to your software and computer system at your expense at the time we implement those changes. There are no contractual limitations on the frequency and cost of your obligation to upgrade or update your software and computer system to meet any new requirements that we implement. We need not reimburse you for any of these costs.

*Internet and Email Access.* We will provide you with a Home Instead email address for business use, which you must use for all business communications.

You must have a reliable, redundant high speed Internet connection so that we can send you notices and otherwise communicate with you by this method.

*Access to Information*. During the term of your Franchise Agreement, we and you will jointly own all information generated by or stored that you use to operate the Franchised Business. We have the right to access all information related to the Franchised Business at any time during the term of your Franchise Agreement and periodically may establish further policies respecting the use or access to such information. Currently, we have independent access to information generated and stored in the WellSky software and the Care Platform. You must submit monthly financial statements to us through the Zeewise software using the standardized chart of accounts. Sole ownership of all information will revert to us if your Franchise Agreement is terminated, and you must immediately transfer such information to us upon termination.

*Payroll/Accounting Systems*. We highly recommend you engage a professional accountant or a payroll service to ensure proper preparation of your payroll and accounting/tax records. You must submit monthly financial statements to us in accordance with the standardized chart of accounts, as provided for in the Operations Manual.

**Marketing Fund**

In an effort to be among the most admired brands by increasing brand awareness among target audiences and to take advantage of the efficiencies inherent in a system advertising strategy, we maintain a marketing fund (the "Fund"). We will administer and direct all Fund programs, with the right to make decisions concerning the creative concepts, materials, endorsements and media used and the placement and allocation of all advertising, marketing and public relations materials. We have the right to determine the composition of all geographic territories and market areas for

the development and implementation of advertising, marketing and public relations programs (Franchise Agreement, Section 11, Paragraph A).

The Fund may be used to meet all costs and expenses related to promotion of Licensed Marks, the Home Instead network and Home Instead businesses, including (Franchise Agreement, Section 11, Paragraph A):

1. Maintaining, administering, directing and preparing national, regional or local advertising materials; placing national, regional and local advertising programs and public relations activities, including the cost of preparing and conducting public relations programs and television, radio, direct mail, magazine, billboard, newspaper, Internet and other media advertising and marketing activities; and conducting related marketing meetings for franchisees;

2. Employing advertising and marketing agencies and utilizing our administrative personnel to perform advertising, marketing and public relations services;

3. Developing promotional brochures and advertising materials for all Franchised Businesses for purchase by franchisees;

4. Conducting market research, testing and development of new services considered for Franchised Businesses;

5. Reimbursement of our administrative and personnel costs and salaries and overhead associated with advertising, marketing, telemarketing, public relations, market research, client satisfaction, surveys, consumer research and any expenses related thereto;

6. Strategic partnerships to create brand awareness; and

7. Any and all other brand awareness and preservation activities.

The current uses of the Fund are described in the Operations Manual and we periodically may update them.

The Fund may advertise locally, regionally, and/or nationally in printed materials, on the Internet, on radio or television, or in any other manner, as we determine. The Fund may periodically provide you with samples of advertising, marketing, and promotional formats and materials and public relations materials. Our direct costs of producing these materials will be reimbursed to us from the Fund (Franchise Agreement, Section 11, Paragraph A). In addition, we are not required to spend any amount on advertising in your Protected Area.

We may make available to you for purchase advertising and marketing materials, direct mail materials, merchandising materials, special promotions, public relations materials and similar or dissimilar advertising and marketing materials which may be produced by the Fund (Franchise Agreement, Section 11, Paragraph A).

We account for the Fund separately from other funds and may not use the Fund for our general operating expenses, with the exception that we may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, the Fund's other administration costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business and other expenses that we incur in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion and marketing materials; and preparing an accounting for Fund contributions (Franchise Agreement, Section 11, Paragraph A).

We may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Fund in that year, and we may make loans to the Fund. We may cause the Fund to invest the surplus for future use by the Fund (Franchise Agreement, Section 11, Paragraph A). We will prepare an unaudited annual report of the operations of the Fund for the prior year which will be available to you upon reasonable request (Franchise Agreement, Section 11, Paragraph A).

Under the Franchise Agreement, we may require you to contribute up to 2% of monthly Gross Sales from the operation of your Franchised Business to us for the expenses and activities of the Fund. We will collect the 2% Fund contribution by automatic electronic funds transfer from all franchises twice per month (on the 15$^{th}$ for the 16$^{th}$ – the last day of the preceding month, and on the last business day of the month for the 1$^{st}$ – 15$^{th}$ of the current month), or upon such other date(s) as we decide. The start date for your Fund contribution will occur in the first one-half month that you invoice Gross Sales of the Franchised Business. For example, if you invoice your first Gross Sales on January 9, your first Fund contribution will be due on January 31 for the first one-half month's (e.g., first half of January) Gross Sales of the Franchised Business. We reserve the right to determine the percentage of Gross Sales that you must contribute to the Fund (Franchise Agreement, Section 11, Paragraph A).

During our 2025 fiscal year: 67.6% of the Fund expenditures was spent on advertising, 10.2% was spent on retainers, fees, and research, 10% was spent on creative materials, 6.8% was spent on consultants and personnel, 3.6% was spent on software, 1% was spent on public relations campaigns, and 0.8% was spent on sponsorships.

The Fund is not a trust. We have a contractual obligation to hold all Fund contributions for the benefit of the contributors and to use contributions only for the permitted purposes as described above. We have no fiduciary obligation to you for administering the Fund.

The Fund is intended to maximize recognition of the Licensed Marks and Franchised Businesses. Although we will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing and public relations materials that will benefit all Franchised Businesses, we need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by franchisees operating in that geographic area or that any Franchised Business will benefit directly or in proportion to its Fund contributions from the development of advertising and marketing materials or from the placement of advertising (Franchise Agreement, Section 11, Paragraph A).

We may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. We also may forgive, waive, settle and compromise claim(s) by or against the Fund. We assume no other direct or indirect liability or obligations to you for collecting amounts due to, maintaining, directing, or administering the Fund (Franchise Agreement, Section 11, Paragraph A).

We may at any time defer or reduce a franchisee's Fund contributions and, upon 30 days' prior written notice to you, reduce or suspend Fund contributions and operations for one or more periods of any length of time and terminate (and, if terminated, reinstate) the Fund. Although the Fund is intended to be perpetual, we may terminate the Fund at any time. If we terminate the Fund, we will either (a) distribute all unspent monies to franchisees, and to us and our affiliates, in proportion to their and our respective Fund contributions during the preceding 12-month period; or (b) use all money paid to the Fund for the remaining activities of the Fund (Franchise Agreement, Section 11, Paragraph A).

Home Instead businesses operated by us or our affiliates will contribute to the Fund on the same basis as franchisees.

When developing marketing plans, advertising programs, public relations activities, client surveys and marketing research, we may consult with the Marketing Committee ("Council") of our Franchise Exchange Council ("FEC"). There are 5 franchisees on the Council, which are selected based on the preferences and availability of participating franchisees. The FEC and the Council serve in an advisory capacity only and is further described in Item 20.

**Local Advertising**

At this time, you are not currently required to spend a percentage of your Gross Sales to advertise and promote your Franchised Business. If you choose to advertise locally, all advertising, promotion and marketing materials you use must be completely clear, factual and not misleading, and must conform to our standards and specifications and must also conform to the highest standards of ethical advertising and marketing (Franchise Agreement, Section 10, Paragraph B).

You must list and advertise your Franchised Business in a manner acceptable to us and which is accessible to the general public in your Franchised Business's Protected Area. This may include yellow page listings and advertisements, on-line directories and localized websites.

You are not currently required to participate in a local or regional advertising cooperative. You must participate actively in those advertising, public relations and sales promotion programs we designate.

***Optional Local Marketing Program***

We may make available to you an optional local marketing program or local marketing support program. If offered, the program may include local advertising strategy, campaign development, media buying, placement, optimization, reporting, vendor coordination, and other

local marketing support services that we determine are appropriate. We may provide the program directly, through one of our affiliates, or through one or more designated third-party providers.

Participation is voluntary. If you elect to participate, you must pay the amounts we specify to cover or offset the cost of the services, media spend, vendor charges, administrative costs, and related program expenses. The amount you pay may vary based on factors such as the scope of services, market conditions, vendor pricing, media spend, geography, and the number of participating franchisees. Fees for any optional local advertising program are separate from, and in addition to, your required contributions to the Fund.

Although participation is currently optional, we may require participation in this program in the future. We may modify, suspend, or discontinue any optional local marketing program at any time. All advertising, marketing, and promotional materials used in connection with the program remain subject to our standards and approval requirements.

**Advertising Approval**

You must submit to us for prior approval samples of all advertising and promotional materials not prepared or previously approved by us. You may not use any advertising or promotional materials that have not been submitted for our written approval. We will approve or disapprove such materials within 30 days of receipt (Franchise Agreement, Section 10, Paragraph B).

**Training**

You must successfully complete to our satisfaction the franchise training program, which will be conducted in Omaha, Nebraska, or at another location designated by us. During your franchise training program, we will arrange and pay for up to 4 nights of hotel accommodations for up to two people attending the franchise training program, as needed. You must pay the Additional Trainee Fee for each additional attendee, which is currently $2,250 per person, or another amount which will not exceed $2,700. The Additional Trainee Fee covers the attendee's training and hotel costs. You must attend and successfully complete the franchise training program and open your Franchised Business within 30 days after the Effective Date of the Franchise Agreement, or within such other period as we may permit.

The franchise training program is typically offered up to 3 times per year, as scheduled by us, and consists of the following:

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## TRAINING PROGRAM

| Subject | Instructor-led training | Assignments, web-based training and on the job training | Location* |
|---|---|---|---|
| **Operations**<br>Instruction on core operating systems, regulatory requirements, performance scorecards, franchise standards, incident management, and financial management. | 5 Hours | 5 Hours | Omaha & LMS |
| **Care Pros and Key Players**<br>Instruction on recruiting, onboarding, scheduling, training, and retaining Care Pros and key internal roles. | 8 Hours | 8 Hours | Omaha & LMS |
| **Sales and Business Growth**<br>Instruction on consultative sales, client acquisition and retention, the "Selling with CARE" framework, and referral relationship development. | 8 Hours | 4 Hours | Omaha & LMS |
| **General Manager**<br>Leadership and business acumen training. | 4 Hours | 2 Hours | Omaha & LMS |
| TOTAL | 25 hours | 19 hours | |

*All or some of the franchise training program may be conducted virtually at our option. We reserve the right to change the location of in-person training or the allocation of the total hours between the subjects listed above.

Our training program leadership are:

1. Paige Emodi, Operations Program Manager, has 6 years of experience with Home Instead, primarily focused on training initiatives and operational support.

2. Rupalli Thacker, Senior Manager, Learning and Development, joined Home Instead in 2024. Rupalli has over 20 years of experience in training and development, including serving as Director, Brand Learning Academy at Expedia from 2022 to 2023 and Lead Program Manager, Learning Operations and Learning Technology at Meta from 2020 to 2022.

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## ITEM 12

## TERRITORY

You are granted the right to operate a Franchised Business within a defined geographic area with an estimated minimum population of 10,000 people aged 65 years and older ("Protected Area"). We utilize a third-party software to gather our demographic data to determine the estimated population within your Protected Area. Your Protected Area will be established by Exhibit A of the Franchise Agreement and defined in reference to a municipality, county or metropolitan statistical area or a portion of a municipality, county or metropolitan statistical area or defined by a map attached to Exhibit A.

We will not license the right to another franchisee to open and operate a Franchised Business nor will we operate a Home Instead business within the Protected Area granted to you by the Franchise Agreement. You are prohibited from soliciting or from providing services to clients outside your Protected Area except as authorized. Services may only be provided within another franchise owner's protected area if that franchise owner has granted you permission in writing to care for the specific individual. You may be authorized by us in the Operations Manual or written communication to provide services outside of your Protected Area if that area is not included in another franchise owner's protected area. The policies and procedures for marketing and sales activities outside a protected area are established in the Operations Manual or as communicated to franchisees in writing periodically by us. You do not have the right to use other channels of distribution, such as the Internet, telemarketing or other direct marketing to make sales outside of the territory granted to you. You may enter into cooperative marketing agreements and sales activities with other franchise owners in your area, as allowed by law.

We (on behalf of ourselves and our affiliates) reserve all rights that we don't specifically grant to you including the following rights:

1. to operate, or to grant to others the right to operate, a Home Instead business at locations and on terms we deem appropriate outside of your Protected Area;

2. to sell the products and services authorized for your Franchised Business under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and under terms we deem appropriate outside of your Protected Area;

3. to advertise and sell the products and services authorized as associated with a Franchised Business under the Licensed Marks through dissimilar channels of distribution including by electronic means such as the Internet, websites, and online and digital platforms (including third-party listings, social media, and other digital channels) we establish and under terms we deem appropriate within and outside of your Protected Area;

4. to advertise the System on the Internet and online and digital platforms (including third-party listings, social media, and other digital channels), and to create, operate, maintain and modify, or discontinue the use of one or more websites, using the Licensed Marks;

5. to offer for sale products and services designed for older adults and other individuals who need care that are ancillary or related to the services and needs of older adults and other individuals who need care through our current websites or through other website(s) or through such dissimilar channels of distribution as we determine at our discretion within and outside your Protected Area;

6. to exclusively develop relationships and solicit business on behalf of the System within your Protected Area to further develop our National Accounts Program;

7. to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at Franchised Businesses. We may franchise, license or grant the right to others to temporarily operate those businesses once acquired in order to transition them to the Home Instead network. We may do so regardless of whether these businesses are located or operating within your Protected Area; and

8. to be acquired (whether through acquisition of assets, ownership interest or otherwise, regardless of the form of transaction), by a business providing products and services similar to those provided by Franchised Businesses or by another business, even if such business operates, franchises and/or licenses competitive businesses in your Protected Area.

We are not required to pay you if we exercise any of the rights specified above. You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

We, and our affiliates, have the right to operate a National Accounts Program and enter into agreements with National Accounts operating both inside and outside your Protected Area. The term "National Accounts" means certain multi-state, multiple location or specialized service clients that we periodically may designate, which directly or through agents or other third parties own, manage, control, or otherwise have responsibility for business in more than one (1) franchisee's protected area. National Accounts may include referral services, group service or purchase organizations, insurance companies, hospital systems, nursing homes, or hospice facilities. Provided the terms of participation are commercially reasonable, you must participate in the National Accounts Program and comply with the terms of the National Accounts Program as described in the Operations Manual or as we otherwise describe in writing. You understand that we will establish the rules under which you will or may participate, and be compensated for participation, in the National Accounts Program and that we may terminate, modify, or replace the National Accounts Program at any time. You must pay then-current fees associated with the National Accounts Program.

On renewal of a franchise, the Protected Area granted to you may be modified and/or the Performance Standard (as described in this document) may be increased or changed. Depending on the demographics of your Protected Area at the time of renewal, and on our standards for protected areas at the time of renewal, if your Protected Area originally granted to you is larger than the protected area we are then granting to new franchisees, we may require you to accept a protected area upon renewal which is smaller than the Protected Area for the prior term of your Franchise Agreement.

You have no options, rights of first refusal or similar rights to acquire additional franchises. Without our prior written consent, you cannot acquire a direct or indirect ownership interest in another Home Instead business.

Honor and its affiliates offer similar home care services under the trademark "Honor" in California, Florida, Illinois, Michigan, Missouri, New Mexico, and Texas. These businesses may operate in a protected area of Home Instead franchisees, and we have no obligation to resolve any perceived conflict between our franchisees and Honor regarding territory, clients and support. Honor's business address is 13323 California Street, Omaha, NE 68154.

To maintain the exclusivity of your Protected Area granted by your Franchise Agreement, you must attain and maintain the minimum monthly performance standard stated in your Franchise Agreement (the "Performance Standard"). Failure to meet the Performance Standard is a material default under your Franchise Agreement and may result in termination of your franchise, revocation of exclusivity within the Protected Area, or reduction in the size of your Protected Area.

[Remainder of page left blank intentionally]

The current Performance Standard is:

## Minimum Monthly Gross Sales or Client Hours Served (US)

Number of Older Adults

| Age of Franchise Business (Years) | <25,000 | | 25,001 - 45,000 | | 45,001 - 65,000 | | 65,001 - 85,000 | | >85,000 | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Monthly Revenue | Monthly Hours | Monthly Revenue | Monthly Hours | Monthly Revenue | Monthly Hours | Monthly Revenue | Monthly Hours | Monthly Revenue | Monthly Hours |
| 2 | $27,070 | 1,000 | $31,131 | 1,150 | $35,814 | 1,323 | $41,173 | 1,521 | $47,345 | 1,749 |
| 4 | $40,605 | 1,500 | $46,696 | 1,725 | $53,707 | 1,984 | $61,747 | 2,281 | $71,032 | 2,624 |
| 6 | $54,140 | 2,000 | $62,261 | 2,300 | $71,600 | 2,645 | $82,347 | 3,042 | $94,691 | 3,498 |
| 8 | $67,675 | 2,500 | $77,826 | 2,875 | $89,493 | 3,306 | $102,920 | 3,802 | $118,377 | 4,373 |
| 10 | $81,210 | 3,000 | $93,392 | 3,450 | $107,414 | 3,968 | $123,520 | 4,563 | $142,036 | 5,247 |
| 12 | $87,978 | 3,250 | $101,188 | 3,738 | $116,347 | 4,298 | $133,807 | 4,943 | $153,866 | 5,684 |
| 14 | $94,745 | 3,500 | $108,957 | 4,025 | $125,307 | 4,629 | $144,094 | 5,323 | $165,723 | 6,122 |
| 16 | $101,513 | 3,750 | $116,753 | 4,313 | $134,240 | 4,959 | $154,380 | 5,703 | $177,552 | 6,559 |
| 18 | $108,280 | 4,000 | $124,522 | 4,600 | $143,200 | 5,290 | $164,694 | 6,084 | $189,382 | 6,996 |
| 20 | $115,048 | 4,250 | $132,318 | 4,888 | $152,160 | 5,621 | $174,980 | 6,464 | $201,211 | 7,433 |
| 22 | $121,815 | 4,500 | $140,087 | 5,175 | $161,094 | 5,951 | $185,267 | 6,844 | $213,068 | 7,871 |
| 24 | $128,583 | 4,750 | $147,883 | 5,463 | $170,054 | 6,282 | $195,554 | 7,224 | $224,898 | 8,308 |
| 26 | $135,350 | 5,000 | $155,653 | 5,750 | $179,014 | 6,613 | $205,840 | 7,604 | $236,727 | 8,745 |
| 28 | $142,118 | 5,250 | $163,449 | 6,038 | $187,947 | 6,943 | $216,154 | 7,985 | $248,557 | 9,182 |
| 30 | $155,653 | 5,750 | $179,014 | 6,613 | $205,840 | 7,604 | $236,727 | 8,745 | $272,243 | 10,057 |

If you operate multiple Franchised Businesses under a Multi-Territory Addendum, we may permit you to share certain resources. Where multiple entities jointly operate contiguous territories, a Multi-Territory Addendum may also require an Inter-Company Operations Agreement to govern the sharing of confidential information, resources, or personnel between entities.

[Remainder of page left blank intentionally]

## ITEM 13

## TRADEMARKS

You may use certain Licensed Marks in operating your Franchised Business. The principal Licensed Marks are:

| Trademark | Filing Date | Ser./App. No. | Registration Date | Registration No. |
|---|---|---|---|---|
| HOME INSTEAD | March 14, 2022 | SN:97311175 | December 12, 2023 | RN: 7239088 |
| HOME INSTEAD | March 14, 1994 | SN:74-499372 | November 14, 1995 | RN: 1,936,060 |
| Home Instead SENIOR CARE and Design   | February 3, 2006 | SN:78-806600 | March 10, 2009 | RN: 3,589,089 |
| TO US, IT'S PERSONAL | October 27, 2008 | SN:77-601239 | October 6, 2009 | RN: 3,693,990 |
| TO US, IT'S PERSONAL | April 29, 2021 | SN:90680553 | April 18, 2023 | RN: 7028489 |
| Design  | November 12, 2020 | SN: 90316053 | November 16, 2021 | RN: 6,564,317 |
| Design   | November 12, 2020 | SN: 90316044 | November 16, 2021 | RN: 6,564,315 |

| Trademark | Filing Date | Ser./App. No. | Registration Date | Registration No. |
|---|---|---|---|---|
| A BETTER WHAT'S NEXT | August 2, 2024 | SN: 98680514 | n/a* | n/a* |
| Design  | October 17, 2024 | SN: 98807500 | n/a* | n/a* |
| Design  | October 17, 2024 | SN: 98807510 | n/a* | n/a* |
| Design  | February 4, 2025 | SN: 99028691 | n/a* | n/a* |

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

We own the Licensed Marks and have registered the Licensed Marks listed above on the Principal Register of the United States Patent and Trademark Office ("USPTO"). Required affidavits have been filed in connection with several of the registrations, as well as renewal filings for certain of these registrations.

We grant you the right to operate your Franchised Business utilizing the Licensed Marks. You may also use additional trademarks and service marks developed by us to operate your Franchised Business. You may not use the trademarks or branding of Honor or its affiliates without written permission.

You must follow our standards and procedures when you use the Licensed Marks, including giving proper notices of trademark and service mark registration and obtain fictitious or assumed name registrations required by law. You may not use any Licensed Mark in any of the following ways:

1. in your corporate or legal business name;

2. with modifying words, terms, designs, or symbols (except for those we license to you);

3. in selling any unauthorized services or products or selling or promoting any product or service of a business in which you have an ownership interest; or

4. as part of any domain name, home page, electronic address or otherwise in connection with a website unless we give our prior written consent.

In addition, you may not give vendors and others the right to use the Licensed Marks. In the event we establish new Licensed Marks, you must display these marks in connection with our specifications and must assume all costs associated with changes to Licensed Marks or for the introduction of new Licensed Marks. You may not use any other mark, name, commercial symbol or logo in connection with the operation of your Franchised Business.

There currently are no effective material determinations by the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, or any pending infringement, opposition, or cancellation proceeding or any pending material litigation involving the principal Licensed Marks. We do not actually know of either superior rights or infringing uses that could materially affect your use of the Licensed Marks in any state.

You must notify us immediately of any apparent infringement or challenge to your use of any Licensed Mark, or of any person's claim of any rights in any Licensed Mark, and you may not communicate with any person other than us, our attorneys, and your attorneys, regarding the infringement, challenge or claim. We may take the action we deem appropriate (including no action) and control exclusively any litigation, USPTO proceeding, or other administrative proceeding arising from any infringement, challenge or claim. You must assist us in protecting and maintaining our interests in any litigation or USPTO or other proceeding.

If it becomes advisable at any time for us and/or you to modify or discontinue using any Licensed Mark and/or to use one or more additional or substitute trade or service marks, you must comply with our directions within a reasonable time after receiving notice. You are responsible for your direct expenses of changing the signage of your Franchised Business. We will not reimburse you for any expenses or loss of revenue due to any modified or discontinued Licensed Mark, or for your expenses of promoting a modified or substitute trademark or service mark.

We are the lawful and sole owner of the domain name "homeinstead.com" which incorporates our trademark. We have also registered other domain names that may be relevant to the operation of a Home Instead franchise. You may not register any of the Licensed Marks that

we now or hereafter own or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names including generic and country code top level domain names available at the present time or in the future.

We retain the sole right to advertise the System and to sell products or services on the Internet and to create, operate, maintain and modify, or discontinue any website or other digital presence using the Licensed Marks. You may not create, register, operate, or maintain any website, domain name, social media account, or any online listing, profile, or page on any third-party platform, or any other digital presence for the Franchised Business or using our Licensed Marks except as we designate or approve in writing.

You must not, without our prior written approval, (1) frame, mirror, or otherwise display our website or content on another website or platform; (2) add, implement, or modify any code, including pixels, cookies, forms, or links that collect or transmit data about website visitors; or (3) conduct any business or offer to sell or advertise any products or services online using our Licensed Marks or in connection with the Franchised Business.

You must not contest, directly or indirectly, our ownership of the Licensed Marks, trade secrets, methods and procedures which are a part of the Home Instead System. You must not register, seek to register or contest our sole right to register, use or license others to use the Licensed Marks, names, information and symbols.

Any goodwill associated with the Licensed Marks, including any goodwill which might be deemed to have arisen through your activities, inures directly and exclusively to our benefit.

## ITEM 14

## PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not now own any rights to any patent which is material to the franchise.

We claim copyright protection for the Operations Manual and for certain other written materials developed by us to assist you in the operation of your Franchised Business. We also claim copyright protection for the training manual(s) which we provide to you and which you must treat as confidential information. You are prohibited from copying or otherwise reproducing or making the Operations Manual, training manual(s) and such other written materials available to any unauthorized person. All proprietary information provided to you must be returned to us immediately if the Franchise Agreement is terminated or expires. We have not registered these copyrights with the United States Register of Copyrights but need not do so at this time to protect them.

We have a copyright for the book titled “Confidence to Care: A Resource for Family Caregivers Providing Alzheimer’s Disease or Other Dementias Care at Home” (for each of the US, Canadian, UK, Irish and Dutch versions).

There currently are no effective adverse determinations of the USPTO, the Copyright Office (Library of Congress), or any court regarding the copyrighted materials. No agreement limits our right to use, or allow others to use, the copyrighted materials. We do not actually know of any infringing uses of our copyrights that could materially affect your use of the copyrighted materials in any state.

You must not directly or indirectly contest our right to our claimed copyrights that are a part of the Home Instead system. You must notify us immediately if you learn about an infringement, challenge to or unfair competition by others involving our claimed copyrights. We will take the action we think is appropriate. We have no obligation to defend you or to prosecute any legal action against others with respect to any infringement, unfair competition or other claim related to any claimed copyrights.

We need not protect or defend copyrights, although we intend to do so if in the Home Instead System's best interest. We may control any action we choose to bring, even if you voluntarily bring the matter to our attention. We need not participate in your defense and/or indemnify you for damages or expenses in a proceeding involving a copyright.

We possess certain proprietary or confidential information relating to the operation of Home Instead Franchised Businesses, including training manuals, procedures, processes, methods, marketing techniques, client service, networking and other information which we deem as valuable and confidential ("Confidential Information"), some of which may constitute a Trade Secret as such term is defined in the Franchise Agreement. We disclose to you Confidential Information through our training program, the confidential Operations Manual, guidance to you during the term of the Franchise Agreement and otherwise, solely for your use in the development and operation of your Franchised Business during the term of the franchise.

You will not acquire any interest in the Confidential Information other than the right to utilize it in your Franchised Business, and must not use the Confidential Information in any other business or capacity. You must maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement, and must not make any unauthorized copies of any portions of the Confidential Information. You must adopt and implement all reasonable procedures we prescribe to prevent unauthorized use, duplication, or disclosure of the Confidential Information, to require any of your employees who have access to such Confidential Information to sign non-disclosure and non-competition agreements, to the extent permitted by law, and to require vendors and others who have access to such Confidential Information to sign non-disclosure agreements.

All ideas, concepts, techniques and materials concerning a Franchised Business, whether or not protectable intellectual property and whether created by or for you or your owners or employees, must be promptly disclosed to us and will be deemed to be our sole and exclusive property and part of our System, and a "work made for hire" for us. To the extent any item does not qualify as a work made for hire for us, you assign ownership of that item and all related rights to that item to us. At your sole cost, you must take whatever action (including signing assignment or other documents) we request to show our ownership or to help us obtain intellectual property rights in the item.

## ITEM 15

## OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISED BUSINESS

We require that the Franchised Business will be operated under the full-time supervision of either (a) you personally, or (b) a manager employed by you or your entity who has successfully completed the Home Instead franchise training program and has been approved by us in writing. You, and any such manager, shall devote your full time, attention, and best efforts to the operation of the Franchised Business and shall not engage in any other business or employment that interferes with those obligations without our prior written consent. We may require your manager to have an ownership interest in a corporation, partnership or limited liability company which owns the franchise. The manager must sign a written agreement to maintain the confidentiality of the trade secrets described in Item 14 and conform with the covenants not to compete similar to that described in Item 17, with us named as a third-party beneficiary.

We may also require one or more Principals to execute a guaranty, attend training, and satisfy other requirements relating to the ownership or operation of the Franchised Business. If the Franchised Business fails to meet minimum performance or other standards under the operation of a manager, we may also require one or more Principals to devote full-time and personal best efforts to operating the Franchised Business. "Principal" or "Principals" means the individuals who own or control the franchisee, including its owners, officers, directors, partners, and managers, and (if the franchisee is an individual) the individual's spouse.

Each Principal, and the spouse of each Principal must sign the Guaranty and Assumption of Obligations (see Attachment 1 to the Franchise Agreement). The confidentiality and non-competition covenants of the Franchise Agreement bind you, each Principal, and the immediate family members of each Principal, whether or not they participate in the operation of the Franchised Business.

We may require that each Franchised Business employ a Business Development Advisor ("BDA") and a Client Care Advisor ("CCA"), which may be changed at any time by us in the Operations Manual. The BDA is responsible for community engagement, developing relationships with referral sources, and supporting business growth through sales outreach. The CCA is responsible for conducting care consultations, overseeing care plans, and ensuring service quality and client satisfaction.

If you operate multiple Franchised Businesses under a Multi-Territory Addendum, you may be permitted to designate a single full-time manager to oversee the day-to-day operations of up to three contiguous Franchised Businesses located in the same state and covered by the Multi-Territory Addendum, subject to our approval. We reserve the right to reinstate the requirement that each Franchised Business employ a separate manager with 120 days' written notice.

Under an Institutional Owner Addendum, a designated top executive is required to oversee operations, while other owners, partners, or affiliates of the institutional owner firm are excluded from direct operational responsibilities unless otherwise agreed in writing.

## ITEM 16

## RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer and provide services within the scope we allow (the "Approved Services"). Approved Services will include companionship services, home helper services, personal care, nurse directed services (referred to as enhanced care services in marketing and other materials), specialized services, and other services to older adults, as determined and defined by us unless otherwise provided in the Operations Manual. We have the right to add or subtract from the list of Approved Services.

You are not allowed to market, solicit sales or provide services outside your Protected Area granted to you by the terms of the Franchise Agreement (see Items 8 and 12 for more information on restrictions). You may not, without our prior written approval, offer any services or products we have not then authorized for your Franchised Business.

## ITEM 17

## RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

### THE FRANCHISE RELATIONSHIP

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

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| a. | Length of the franchise term | Section 1 | Term of Franchise Agreement is 5 years. |
| b. | Renewal or extension | Section 15 | If the transaction giving rise to the signing of the Franchise Agreement was a transfer between parties who are not affiliates of each other or the purchase of a new location then, upon expiration of the Term, if you |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| | | | satisfy the applicable conditions of renewal, you may renew for an additional term of 5 years under the same terms and conditions of the Franchise Agreement.<br><br>In all other cases, you may renew your franchise under our then-current form of standard franchise agreement, provided you satisfy each of the conditions to renewal. |
| c. | Requirement for franchisee to renew or extend | Section 15 | You must give at least 180 days' written notice prior to the expiration of the term if you do not wish to renew.<br><br>Except as provided below, to renew the Franchise for an additional term, you must satisfy each of the following conditions before or at the time of renewal: (1) you must not be in default of any provision of the Franchise Agreement, any amendment or successor or any other agreement between you or any of your affiliates and us or any of our affiliates, and must not have any uncured defaults under an open notice of breach of any standards or other requirements stated in the Franchise Agreement or Operations Manual; (2) you must present satisfactory evidence that you have the right to remain in possession of the premises then occupied by the Franchised Business or obtain our approval of a new site for the operation of the Franchised Business; (3) you (and your Principals) must pay us a renewal fee of $9,000, which must be paid at the time you sign the renewal franchise agreement; (4) you must sign the then-current form of the franchise agreement and any ancillary agreements we customarily use in the grant of franchises for the ownership and operation of a Home Instead business, including a general release related to any prior franchise agreement (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise), and which agreement may contain terms and conditions that are materially different from those in this Franchise Agreement and that require you to comply with the specifications and standards then applicable for new Home Instead businesses; and (5) you must comply with our then- |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| | | | current qualification and training requirements including any renewal training we require.<br><br>If the transaction giving rise to the signing of the Franchise Agreement was a transfer between parties who are not affiliates of each other or the purchase of a new location, then to renew the Franchise for an additional term, you must satisfy each of the following conditions before or at the time of renewal: (1) not be in default of any provision of the Franchise Agreement, any amendment or successor or any other agreement between you or any of your affiliates and us or any of our affiliates, and must not have any uncured defaults under an open notice of breach of any standards or other requirements stated in the Franchise Agreement or Operations Manual; and (2) pay us a renewal fee of $9,000, which must be paid at the time you sign the renewal franchise agreement. You must be in compliance with our then-current specifications and standards. |
| d. | Termination by franchisee | None | None |
| e. | Termination by franchisor without cause | None | None |
| f. | Termination by franchisor with cause | Section 16; Section 5.2 of MTA | We may terminate the Franchise Agreement if you are in default under the terms of the Franchise Agreement.<br><br>If you operate multiple Franchised Businesses under a Multi-Territory Addendum ("MTA") attached to this disclosure document as Exhibit G, a breach of that Addendum will be considered a material breach of each of the Franchise Agreements it covers. We may terminate one or more of your Franchise Agreements or require you to sell any Franchised Business as a remedy. |
| g. | "Cause" defined – curable | Section 16 | You fail to obtain lawful possession of an approved |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| | defaults | | location for the Franchised Business; or fail to attend and satisfactorily complete the Franchise Training Program; or fail to attend and satisfactorily complete any required supplemental or refresher training programs; or fail to timely pay royalty fees, interest, marketing fund or advertising contributions, amounts due for purchases from us or our affiliates, or other payments due to us or our affiliates; or fail to comply with the Performance Standard; or fail to timely pay amounts due to trade accounts in the operation of the Franchised Business; or fail to comply with any mandatory training standard; or fail to use all Required Systems in operating the Franchised Business; or, where required, fail to: (i) sign up for National Accounts business, where such terms are commercially reasonable, upon completion of training, (ii) service a National Account in accordance with the National Accounts contract or bid or the guidelines contained in the Operations Manual, or (iii) assist us in resolving a National Accounts service dispute; or fail to comply with any other provision of the Franchise Agreement or any mandatory specification, standard or operating procedures we prescribe, including any procedure or requirement stated in the Operations Manual; provided that if the nature of your default makes it not curable, we may terminate the Franchise Agreement pursuant to Section 16 of the Franchise Agreement. All of your obligations which expressly or by their nature survive or are intended to survive the expiration or termination of the Franchise Agreement will continue in full force and effect subsequent to the expiration or termination of the Franchise Agreement until they are satisfied in full or by their nature expire. |
| h. | "Cause" defined – noncurable defaults | Section 16 | You are insolvent, make an assignment for the benefit of credits, make a bankruptcy filing or is the subject of a bankruptcy; or fail on 3 or more separate occasions to comply with a material provision of the Franchise Agreement, whether or not failure to comply is corrected after notice is sent to you either during the Term or within the last 5 years prior to the date of the |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| | | | notice of default; or you fail to develop the Franchised Business or open the Franchised Business for business as required pursuant to the Franchise Agreement; or you, any of the Principals, or any manager of the Franchised Business has ever (a) been or is convicted of, or has ever entered or enters a plea of nolo contendere to a felony, a crime involving moral turpitude, or any other crime, offense or violation of any Anti-Terrorism Laws or (b) been or is denied a license to operate a business or had or has a license to operate a business revoked and we believe it is reasonably likely to have an adverse effect on the System, the Licensed Marks, the goodwill generated by or associated with same, or our interests; or an immediate threat or danger to the health or safety of your clients or the public in general results from the operation of the Franchised Business; or you fail to conduct a criminal background investigation or drug screening on any employee prior to employment; or you provide Approved Services or non-approved services in another franchisee's protected area without the express written approval of such franchisee; or you or any of your Principals provides Approved Services from any other business or by any other entity not operated as a Home Instead business; or you provide any service not authorized by us; or you make any unauthorized use of the Licensed Marks; or you abandon or surrender the Franchised Business or fail to actively operate the Franchised Business or give us reason to believe you are abandoning or surrendering the Franchised Business; or you have made a material misrepresentation or omission in the application for the franchise; or if (a) you make an unauthorized assignment or transfer of the Franchise Agreement, the Franchised Business or an ownership interest in you or (b) you or any of your Principals purchases or accepts the transfer of any ownership interest in any other Home Instead business without our prior written consent; or you or any of your Principals or employees falsely alters or forges any documentation or otherwise attempts to conceal operational deficiencies; or you or |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| | | | any of your Principals engages in conduct which has or which we reasonably believe will reflect materially and unfavorably upon the operation and reputation of the Franchised Business, the System, any Home Instead business, or the Licensed Marks, or related goodwill, either during the Term or prior to entering into the Franchise Agreement; or you make any unauthorized use or disclosure of the Confidential Information or the Operations Manual; or you violate any of the covenants contained in the Franchise Agreement; or you fail to obtain and maintain the required insurance coverage; or you and/or any Principal, or any of your affiliates or that affiliate's principals, has violated a material provision of any other agreement with us, Honor or their affiliates, including any other franchise agreement or the Confidentiality of Client Health Information Agreement, and such violation is non-curable or is curable and you and/or a Principal fails to cure within the applicable cure period; or the nature of your default makes it not curable. A provision in the Franchise Agreement which terminates the Franchise Agreement upon your bankruptcy may not be enforceable under Title 11, United States Code Section 101. |
| i. | Franchisee's obligations on termination/ nonrenewal | Section 17 | Termination of the Franchise Agreement will require removal of identification, payments of amounts due, payment of damages and immediate return of all Operations Manuals and all software or other programs licensed by us to you or any of the Principals used in connection with the Franchised Business, records, files, instructions, correspondence, all materials related to operating the Franchised Business, including agreements, invoices, and all other materials relating to the operation of the Franchised Business in your possession. Fees paid prior to the termination for the licensing or use of any software licensed by us is non-refundable. |
| j. | Assignment of contract by | Section 14 | No restrictions on our right to assign. |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| | franchisor | | |
| k. | "Transfer" by franchisee – definition. | Section 14 | Includes transfer of contract or assets or ownership change. |
| l. | Franchisor approval of transfer by franchisee | Section 14 | We must approve all transfers but will not unreasonably withhold approval. |
| m. | Conditions for Franchisor approval of transfer | Section 14 | New franchisee is approved, transfer fee paid, purchase agreement approved, training arranged, release signed by you, current franchise agreement signed by new franchisee and new franchisee's Principals and spouses sign guaranty. Transferring Franchisee and Principals must be in full compliance with the Franchise Agreement and execute a non-compete agreement. |
| n. | Franchisor's right of first refusal to acquire franchisee's business | Section 14; Section 4 of IOA | We or our affiliates can match and purchase any offer for your Franchised Business.<br><br>Under an Institutional Owner Addendum ("IOA"), we may modify our right of first refusal to exclude certain equity transactions, such as issuances of non-voting equity to employees or changes in limited partners of specified investment funds. |
| o. | Franchisor's option to purchase your business | None | None |
| p. | Death, disability, or incapacitation of franchisee | Section 14 | Franchised Business must be transferred to an approved buyer within twelve months. If your ability to competently operate the Franchised Business is adversely affected, a competent manager must be appointed within a reasonable time, not to exceed ten days. |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| q. | Non-competition covenants during the term of the franchise | Section 6; Section 3 of IOA | Subject to applicable state law, no involvement in a competing business to older adults and may not divert clients.<br><br>Under an IOA, non-compete obligations apply to the Principal and Non-Compete Signatories (as defined in the IOA), which include individuals with direct beneficial ownership, your designated top executive, and members of your board of directors. These non-competition provisions are subject to applicable state law. |
| r. | Non-competition covenants after the franchise is terminated or expires | Section 17; Section 5 of IOA | Subject to applicable state law, you may not own, maintain, operate, make loans to, or have any other financial or beneficial interest in (including any type of interest in any corporation, partnership, trust, limited liability company, unincorporated association, joint venture, or other entity), or advise or assist, any business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care within the Protected Area granted to you; 45 miles of the outside border of your Protected Area; or the protected area granted to any other Home Instead business operated by another franchisee, us or any of our affiliates.<br><br>Under an IOA, post-termination non-compete provisions are limited to the Principal and other qualified Non-Compete Signatories (as defined in the IOA). These non-competition provisions are subject to applicable state law. |
| s. | Modification of the agreement | Section 22, 18, 4 | No modifications generally, except in writing. Operations Manual may be modified by us. |
| t. | Integration/merger clause | Section 22 | Only the terms of the Franchise Agreement, together with all exhibits and ancillary agreements executed contemporaneously with it, are binding (subject to state |

| | Provision | Section in Franchise Agreement (unless otherwise noted) | Summary |
|---|---|---|---|
| | | | law). |
| u. | Dispute resolution by arbitration or mediation | None | None |
| v. | Choice of forum | Section 18 | Federal or state court in the county where our headquarters is located, which is currently Douglas County, Nebraska. |
| w. | Choice of law | Section 18 | The laws of the state where our headquarters is located apply, which is currently Nebraska. |

## ITEM 18

## PUBLIC FIGURES

We do not use any public figure to promote the Home Instead franchise network.

## ITEM 19

## FINANCIAL PERFORMANCE REPRESENTATIONS

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

For purposes of this Item 19, "Gross Sales" means the aggregate amount of all sales of all services and products, and other goods and services, whether for cash, on credit or otherwise, made or provided at or in connection with the Franchised Business, including all charges for services performed. Gross Sales does not include (1) any federal, state, municipal or other sales tax, goods and services tax, value-added or other retailer's excise tax, or any other similar tax on the supply

of goods and services collected from clients at the point of sale and that you pay or accrue, if such taxes are separately stated when the client is charged and if such taxes are paid to the appropriate taxing authority or (2) adjustments for net returns on salable goods and discounts allowed to clients on sales. In addition, Gross Sales does not include the amount of any refunds, chargebacks, credits and allowances given in good faith to clients by franchisees and the amount of mileage and out-of-pocket expenses incurred by and reimbursed to franchisees' employees in connection with providing services to clients. The information in this Item 19 relates to Home Instead U.S. Franchised Businesses and does not include information respecting Home Instead businesses operated by our affiliates.

## I. Statement of Average Gross Sales and Client Hours Served for All Home Instead U.S. Franchised Businesses

The Gross Sales data in the table below is based upon historical performance information reported to us by 611 Home Instead U.S. Franchised Businesses in operation as of December 31, 2025, on an individual per-franchise basis. The Gross Sales data does not include Home Instead businesses owned and operated by our affiliates, 15 Franchised Businesses that opened after January 1, 2025, any Franchised Businesses that closed in calendar year 2025, or 4 locations terminated during calendar year 2025.

| **2025 Gross Sales** | **Territory Tenure** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Revenue by Category** | 1-2 years | 3-4 years | 5-7 years | 8-10 years | 11-15 years | 16-20 years | 21-25 years | 26+ years | Grand Total | % |
| $7,500,000+ | 0 | 0 | 0 | 0 | 0 | 1 | 8 | 6 | **15** | *3%* |
| $4,500,000 - $7,499,999 | 0 | 0 | 2 | 4 | 3 | 5 | 19 | 32 | **65** | *11%* |
| $3,000,000 - $4,499,999 | 0 | 0 | 1 | 6 | 6 | 16 | 45 | 44 | **118** | *19%* |
| $2,000,000 - $2,999,999 | 0 | 2 | 4 | 4 | 9 | 31 | 67 | 70 | **187** | *31%* |
| $1,500,000 - $1,999,999 | 0 | 3 | 3 | 1 | 10 | 14 | 26 | 42 | **99** | *16%* |
| $1,000,000 - $1,499,999 | 2 | 4 | 6 | 4 | 8 | 8 | 23 | 21 | **76** | *12%* |
| $500,000 - $999,999 | 5 | 5 | 5 | 4 | 4 | 8 | 5 | 3 | **39** | *6%* |
| $0-$499,999 | 7 | 3 | 0 | 2 | 0 | 0 | 0 | 0 | **12** | *2%* |
| **Grand Total** | **14** | **17** | **21** | **25** | **40** | **83** | **193** | **218** | **611** | |
| **%** | *2.3%* | *2.8%* | *3.4%* | *4.1%* | *6.5%* | *13.6%* | *31.6%* | *35.7%* | | |

The Gross Sales and Client Hours Served data in the tables below is based upon historical performance information reported to us by 611 Home Instead U.S. Franchised Businesses in

operation during the entire calendar year ending December 31, 2025, on an individual per franchise basis. The Gross Sales and Client Hours Served data does not include Home Instead businesses owned and operated by our affiliates, 4 locations terminated during calendar year 2025, any Franchised Businesses that closed in calendar year 2025, or 15 Franchised Businesses that opened after January 1, 2025 and were open as of the end of calendar year 2025.

**2025 Gross Sales for Franchised Businesses**

| Number of Franchised Businesses | Average Gross Sales | Number / Percentage of Franchised Businesses Meeting or Exceeding Average | Median Gross Sales Per Franchised Business | Highest Franchised Business Gross Sales | Lowest Franchised Business Gross Sales |
|---|---|---|---|---|---|
| 611 | $2,750,875.94 | 242 / 39% | $2,352,450.95 | $13,070,342.40 | $38,465.40 |

**2025 Client Hours Served for Franchised Businesses**

| Number of Franchised Businesses | Average Client Hours Served | Number / Percentage of Businesses Meeting or Exceeding Average | Median Client Hours Served Per Franchised Business | Highest Client Hours Served Per Franchised Business | Lowest Client Hours Served Per Franchised Business |
|---|---|---|---|---|---|
| 611 | 79,658 | 232 / 38% | 69,017 | 376,064 | 893 |

You are strongly encouraged to consult with your own financial advisors in reviewing the information in the tables above, and in particular, in estimating the Gross Sales that you may achieve in operating your own Home Instead Franchised Business.

The Gross Sales data in the tables above do not contain any information regarding the cost of sales, operating expenses, or other costs or expenses that must be deducted from the Gross Sales to obtain your net income or profit. We recommend that you conduct an independent investigation of costs and expenses you will incur in operating your Franchised Business. Current franchisees and former franchisees listed in this disclosure document may be one source of this information.

The information in the tables above has been prepared by our management from royalty records reported to us by our franchisees and has not been independently audited, but we do not have any reason to believe it is not reliable. We will provide you with written substantiation of the data used to prepare the information presented in this Item 19 upon reasonable written request.

**Some Franchised Businesses have earned this amount. Your individual results may differ. There is no assurance you will earn as much.**

Other than the preceding financial performance representation, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Home Instead, Inc., 13323 California Street, Omaha, NE 68154, (402) 498-4466, the Federal Trade Commission, and the appropriate state regulatory agencies.

## ITEM 20

## OUTLETS AND FRANCHISEE INFORMATION

**TABLE NO. 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 | 614 | 616 | +2 |
| | 2024 | 616 | 619 | +3 |
| | 2025 | 619 | 626 | +7 |
| Company-Owned | 2023 | 3 | 3 | 0 |
| | 2024 | 3 | 6 | +3 |
| | 2025 | 6 | 8 | +2 |
| Total | 2023 | 617 | 619 | +2 |
| | 2024 | 619 | 625 | +6 |
| | 2025 | 625 | 634 | +9 |

**TABLE NO. 2**
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS**
**(OTHER THAN FRANCHISOR OR AN AFFILIATE)**
**FOR YEARS 2023 TO 2025**

| State | Year | Number of Transfers |
|---|---|---|
| Alabama | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 1 |
| Arizona | 2023 | 1 |
| | 2024 | 4 |
| | 2025 | 0 |
| Arkansas | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |
| California | 2023 | 6 |
| | 2024 | 5 |
| | 2025 | 11 |
| Colorado | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 1 |
| Connecticut | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 1 |
| Delaware | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |
| Florida | 2023 | 2 |
| | 2024 | 8 |
| | 2025 | 1 |
| Georgia | 2023 | 1 |
| | 2024 | 3 |
| | 2025 | 0 |
| Idaho | 2023 | 1 |
| | 2024 | 1 |

| State | Year | Number of Transfers |
|---|---|---|
| | 2025 | 0 |
| Illinois | 2023 | 5 |
| | 2024 | 2 |
| | 2025 | 1 |
| Indiana | 2023 | 1 |
| | 2024 | 1 |
| | 2025 | 1 |
| Iowa | 2023 | 1 |
| | 2024 | 1 |
| | 2025 | 2 |
| Kansas | 2023 | 2 |
| | 2024 | 0 |
| | 2025 | 0 |
| Kentucky | 2023 | 3 |
| | 2024 | 0 |
| | 2025 | 2 |
| Maine | 2023 | 1 |
| | 2024 | 1 |
| | 2025 | 0 |
| Maryland | 2023 | 3 |
| | 2024 | 0 |
| | 2025 | 2 |
| Massachusetts | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |
| Michigan | 2023 | 0 |
| | 2024 | 2 |
| | 2025 | 0 |
| Minnesota | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 1 |
| Mississippi | 2023 | 0 |
| | 2024 | 0 |

| State | Year | Number of Transfers |
|---|---|---|
| | 2025 | 1 |
| Missouri | 2023 | 1 |
| | 2024 | 2 |
| | 2025 | 0 |
| Montana | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |
| Nebraska | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 1 |
| Nevada | 2023 | 1 |
| | 2024 | 1 |
| | 2025 | 0 |
| New Hampshire | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 0 |
| New Jersey | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 3 |
| New York | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 2 |
| North Carolina | 2023 | 1 |
| | 2024 | 2 |
| | 2025 | 2 |
| Ohio | 2023 | 5 |
| | 2024 | 5 |
| | 2025 | 4 |
| Oklahoma | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 0 |
| Oregon | 2023 | 0 |
| | 2024 | 1 |

| State | Year | Number of Transfers |
|---|---|---|
| | 2025 | 0 |
| Pennsylvania | 2023 | 4 |
| | 2024 | 4 |
| | 2025 | 1 |
| South Carolina | 2023 | 0 |
| | 2024 | 1 |
| | 2025 | 0 |
| South Dakota | 2023 | 1 |
| | 2024 | 0 |
| | 2025 | 0 |
| Tennessee | 2023 | 0 |
| | 2024 | 0 |
| | 2025 | 1 |
| Texas | 2023 | 5 |
| | 2024 | 0 |
| | 2025 | 5 |
| Utah | 2023 | 1 |
| | 2024 | 2 |
| | 2025 | 1 |
| Virginia | 2023 | 0 |
| | 2024 | 3 |
| | 2025 | 1 |
| Washington | 2023 | 3 |
| | 2024 | 0 |
| | 2025 | 0 |
| Totals | 2023 | 51 |
| | 2024 | 53 |
| | 2025 | 46 |

**TABLE NO. 3**
**STATUS OF FRANCHISED OUTLETS**
**FOR YEARS 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| Alabama | 2023 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2024 | 10 | 0 | 0 | 0 | 0 | 1 | 9 |
| | 2025 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| Alaska | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| Arizona | 2023 | 12 | 0 | 0 | 0 | 0 | 0 | 12 |
| | 2024 | 12 | 1 | 0 | 0 | 0 | 0 | 13 |
| | 2025 | 13 | 0 | 0 | 0 | 0 | 0 | 13 |
| Arkansas | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| California | 2023 | 62 | 0 | 0 | 0 | 0 | 1 | 61 |
| | 2024 | 61 | 3 | 0 | 0 | 0 | 0 | 64 |
| | 2025 | 64 | 0 | 0 | 0 | 2 | 0 | 62 |
| Colorado | 2023 | 9 | 2 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2025 | 11 | 1 | 0 | 0 | 0 | 0 | 12 |
| Connecticut | 2023 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2024 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| | 2025 | 7 | 0 | 0 | 0 | 0 | 0 | 7 |
| Delaware | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Florida | 2023 | 40 | 0 | 0 | 0 | 0 | 0 | 40 |
| | 2024 | 40 | 1 | 0 | 0 | 0 | 0 | 41 |
| | 2025 | 41 | 0 | 3 | 0 | 0 | 0 | 38 |
| Georgia | 2023 | 17 | 0 | 0 | 0 | 0 | 0 | 17 |
| | 2024 | 17 | 0 | 0 | 0 | 0 | 1 | 16 |
| | 2025 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| Hawaii | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Idaho | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Illinois | 2023 | 27 | 0 | 0 | 0 | 0 | 2 | 25 |
| | 2024 | 25 | 0 | 0 | 0 | 2 | 0 | 23 |
| | 2025 | 23 | 1 | 0 | 0 | 0 | 0 | 24 |
| Indiana | 2023 | 18 | 1 | 0 | 0 | 0 | 0 | 19 |
| | 2024 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| | 2025 | 19 | 0 | 0 | 0 | 0 | 0 | 19 |
| Iowa | 2023 | 11 | 0 | 0 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 0 | 0 | 0 | 0 | 2 | 9 |
| | 2025 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| Kansas | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Kentucky | 2023 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2024 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2025 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| Louisiana | 2023 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2024 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2025 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| Maine | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Maryland | 2023 | 10 | 0 | 0 | 0 | 0 | 1 | 9 |
| | 2024 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2025 | 9 | 1 | 0 | 0 | 0 | 0 | 10 |
| Massachusetts | 2023 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2024 | 16 | 0 | 0 | 0 | 0 | 0 | 16 |
| | 2025 | 16 | 2 | 1 | 0 | 0 | 0 | 17 |
| Michigan | 2023 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2024 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| | 2025 | 10 | 1 | 0 | 0 | 0 | 0 | 11 |
| Minnesota | 2023 | 12 | 0 | 1 | 0 | 0 | 0 | 11 |
| | 2024 | 11 | 1 | 0 | 0 | 0 | 1 | 11 |
| | 2025 | 11 | 1 | 0 | 0 | 0 | 0 | 12 |
| Mississippi | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Missouri | 2023 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2024 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 1 | 0 | 0 | 0 | 0 | 11 |
| Montana | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |
| Nebraska | 2023 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2024 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| | 2025 | 8 | 0 | 0 | 0 | 0 | 0 | 8 |
| Nevada | 2023 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 2 | 0 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| New Hampshire | 2023 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| New Jersey | 2023 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| | 2024 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| | 2025 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| New Mexico | 2023 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| New York | 2023 | 24 | 0 | 0 | 0 | 0 | 0 | 24 |
| | 2024 | 24 | 0 | 0 | 0 | 0 | 0 | 24 |
| | 2025 | 24 | 0 | 0 | 0 | 0 | 1 | 23 |
| North Carolina | 2023 | 25 | 0 | 0 | 0 | 0 | 0 | 25 |
| | 2024 | 25 | 1 | 0 | 0 | 0 | 0 | 26 |
| | 2025 | 26 | 2 | 0 | 0 | 0 | 2 | 26 |
| | 2023 | 2 | 1 | 0 | 0 | 0 | 0 | 3 |

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| North Dakota | 2024 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| | 2025 | 3 | 0 | 0 | 0 | 0 | 0 | 3 |
| Ohio | 2023 | 30 | 0 | 0 | 0 | 0 | 0 | 30 |
| | 2024 | 30 | 1 | 0 | 0 | 0 | 0 | 31 |
| | 2025 | 31 | 2 | 0 | 0 | 0 | 0 | 33 |
| Oklahoma | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 1 | 0 | 0 | 0 | 0 | 6 |
| | 2025 | 6 | 0 | 0 | 0 | 0 | 0 | 6 |
| Oregon | 2023 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2024 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| | 2025 | 10 | 0 | 0 | 0 | 0 | 0 | 10 |
| Pennsylvania | 2023 | 40 | 1 | 0 | 0 | 0 | 1 | 40 |
| | 2024 | 40 | 1 | 0 | 0 | 0 | 0 | 41 |
| | 2025 | 41 | 0 | 0 | 0 | 0 | 0 | 41 |
| Rhode Island | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| South Carolina | 2023 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2024 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| | 2025 | 9 | 0 | 0 | 0 | 0 | 0 | 9 |
| South Dakota | 2023 | 3 | 1 | 0 | 0 | 0 | 0 | 4 |
| | 2024 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| | 2025 | 4 | 0 | 0 | 0 | 0 | 0 | 4 |
| Tennessee | 2023 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2024 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2025 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| Texas | 2023 | 41 | 1 | 0 | 0 | 0 | 0 | 42 |
| | 2024 | 42 | 3 | 0 | 0 | 2 | 3 | 40 |
| | 2025 | 40 | 1 | 0 | 0 | 0 | 0 | 41 |
| Utah | 2023 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2024 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| | 2025 | 5 | 0 | 0 | 0 | 0 | 0 | 5 |
| Vermont | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |

| State | Year | Outlets at Start of Year | Outlets Opened | Termina-tions | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of Year |
|---|---|---|---|---|---|---|---|---|
| Virginia | 2023 | 18 | 0 | 0 | 0 | 0 | 0 | 18 |
| | 2024 | 18 | 0 | 0 | 0 | 0 | 2 | 16 |
| | 2025 | 16 | 0 | 0 | 0 | 0 | 1 | 15 |
| Washington | 2023 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| | 2024 | 15 | 1 | 0 | 0 | 0 | 0 | 16 |
| | 2025 | 16 | 2 | 0 | 0 | 0 | 0 | 18 |
| West Virginia | 2023 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2024 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 0 | 2 |
| Wisconsin | 2023 | 14 | 0 | 0 | 0 | 0 | 0 | 14 |
| | 2024 | 14 | 1 | 0 | 0 | 0 | 0 | 15 |
| | 2025 | 15 | 0 | 0 | 0 | 0 | 0 | 15 |
| Wyoming | 2023 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 1 | 0 | 0 | 0 | 0 | 2 |
| Totals | 2023 | 614 | 8 | 1 | 0 | 0 | 5 | 616 |
| | 2024 | 616 | 17 | 0 | 0 | 4 | 10 | 619 |
| | 2025 | 619 | 17 | 4 | 0 | 2 | 4 | 626 |

**TABLE NO. 4**
**STATUS OF COMPANY-OWNED**
**OUTLETS FOR YEARS 2023 to 2025**

| State | Year | Outlets at Start of Year | Outlets Opened | Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|---|---|---|---|---|---|---|---|
| Arizona | 2023 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 1 | 0 |
| | 2025 | 0 | 0 | 0 | 0 | 0 | 0 |
| California | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2025 | 0 | 0 | 2 | 0 | 0 | 2 |
| Illinois | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 2 | 0 | 0 | 2 |

| State | Year | Outlets at Start of Year | Outlets Opened | Reacquired from Franchisee | Outlets Closed | Outlets Sold to Franchisee | Outlets at End of Year |
|---|---|---|---|---|---|---|---|
| | 2025 | 2 | 0 | 0 | 0 | 0 | 2 |
| Missouri | 2023 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 1 |
| Nebraska | 2023 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2024 | 1 | 0 | 0 | 0 | 0 | 1 |
| | 2025 | 1 | 0 | 0 | 0 | 0 | 1 |
| Texas | 2023 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 2024 | 0 | 0 | 2 | 0 | 0 | 2 |
| | 2025 | 2 | 0 | 0 | 0 | 0 | 2 |
| Totals | 2023 | 3 | 0 | 0 | 0 | 0 | 3 |
| | 2024 | 3 | 0 | 4 | 0 | 1 | 6 |
| | 2025 | 6 | 0 | 2 | 0 | 0 | 8 |

**TABLE NO. 5**
**PROJECTED US OPENINGS**
**AS OF DECEMBER 31, 2025**

| State | Franchise Agreements Signed But Outlets Not Opened | Projected New Franchised Outlets In the Current Fiscal Year (2026) | Projected New Company Owned Outlets In The Current Fiscal Year (2026)[1] |
|---|---|---|---|
| California | 0 | 0 | 5 |
| Florida | 0 | 0 | 5 |
| Total | 0 | 0 | 10 |

[1] The projected new company-owned outlets for 2026 are estimates and may include outlets reacquired from existing franchisees.

As of December 31, 2025, there were 626 domestic Home Instead Franchised Businesses operating substantially similar to the Franchised Business being offered to you and eight businesses being operated by our affiliates. In addition, as of December 31, 2025, there were 501 international franchisees and licensees operating outside the U.S. in Canada, Germany, Japan, Singapore, and the United Kingdom. As of December 31, 2025, there were 1,127 total Home Instead Franchised Businesses across the globe.

The names, addresses, phone numbers and locations of the U.S. Franchised Businesses in operation as of January 31, 2026, are listed in Exhibit D.

Attached as Exhibit E is the name, city, state, and last known telephone number of every former Home Instead franchisee who has voluntarily or involuntarily ceased to do business under the Franchise Agreement from January 1, 2025 through January 31, 2026. This includes those who have transferred, terminated or not renewed their franchise, or who have not communicated with us within 10 weeks prior to the date of issuance of this franchise disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

We maintain the FEC, which is an advisory council comprised of franchise owners in the Home Instead network. It has no authority to bind us and serves in an advisory capacity only. The FEC has 14 members – 3 franchise owners from each of the 4 U.S. regions and 2 representatives from Canada in the Home Instead network. FEC members are elected by the franchisees and serve for a 3-year term and then are each placed on various subcommittees. We have the power to form, change or dissolve the FEC and the Council.

In some instances, during the last 3 fiscal years, current and former franchisees have signed provisions restricting their ability to speak openly about their experience with us. You may want to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

**Franchisee Association**

The following independent franchisee organization has asked to be included in the disclosure document:

Independent Association of Home Instead Franchisees, Inc.
222 S. Westmonte Dr., Suite 111
Altamonte Springs, FL 32714
https://www.iaohif.com
info@iaohif.com
(407) 774-7880

## ITEM 21

## FINANCIAL STATEMENTS

Exhibit A is the audited financial statements for Home Instead, Inc. as of December 31, 2025, December 31, 2024, and December 31, 2023.

## ITEM 22

## CONTRACTS

The following contracts are attached as Exhibits:

| | |
|---|---|
| Exhibit B: | Franchise Agreement (including Guaranty and Assumption of Obligations, Confidentiality of Client Health Information Agreement, Software Access Agreement and Microsoft Participation Agreement) |
| Exhibit F: | Form Deposit Agreement |
| Exhibit G: | Multi-Territory Addendum |
| Exhibit H: | Institutional Owner Addendum |
| Exhibit I: | Disclosure Acknowledgement Agreement |
| Exhibit J: | Form General Release |

## ITEM 23

## RECEIPTS

Exhibit L contains detachable documents acknowledging your receipt of this Franchise Disclosure Document with all of the above referenced exhibits attached thereto.

# EXHIBIT A

# FINANCIAL STATEMENTS

# Home Instead, Inc. and Subsidiaries

Consolidated Financial Statements as of and for the Years Ended December 31, 2025, 2024, and 2023 and Independent Auditor's Report

# HOME INSTEAD, INC. AND SUBSIDIARIES

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Tel: +1 973 602 6000
www.deloitte.com

**INDEPENDENT AUDITOR'S REPORT**

Board of Directors of Honor Technology, Inc.

**Opinion**

We have audited the consolidated financial statements of Home Instead, Inc and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2025 and 2024, 2023, and the related consolidated statements of income, changes in stockholders' equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

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

**Basis for Opinion**

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

**Responsibilities of Management for the Financial Statements**

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

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

**Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- 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 statements.

- 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.

Deloitte & Touche LLP

April 28, 2026

# HOME INSTEAD, INC. AND SUBSIDIARIES

## CONSOLIDATED BALANCE SHEETS
## AS OF DECEMBER 31, 2025, 2024, AND 2023

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| **ASSETS** | | | |
| CURRENT ASSETS: | | | |
| Cash and cash equivalents | $ 25,100,538 | $ 17,980,187 | $ 18,614,986 |
| Trade and royalty receivables | 53,111,752 | 33,644,283 | 22,192,008 |
| Prepaid expenses and other current assets | 2,565,282 | 3,888,428 | 1,829,833 |
| Total current assets | 80,777,572 | 55,512,898 | 42,636,827 |
| PROPERTY AND EQUIPMENT—Net | 194,557 | 313,829 | 478,654 |
| OPERATING LEASE RIGHT-OF-USE ASSET | 3,863,771 | 5,112,876 | 6,363,345 |
| INVESTMENT IN EQUITY SECURITY | 1,616,497 | 6,000,000 | 6,000,000 |
| DEFERRED TAX ASSETS—Net | 2,847,978 | 5,557,677 | 4,930,066 |
| NOTE RECEIVABLE—Related party | 242,299,645 | 179,394,645 | 91,082,235 |
| INTANGIBLES ASSETS—Net | 5,919,278 | 3,783,050 | 621,438 |
| TOTAL ASSETS | $337,519,298 | $255,674,975 | $152,112,565 |
| **LIABILITIES AND STOCKHOLDERS' EQUITY** | | | |
| CURRENT LIABILITIES: | | | |
| Accounts payable | $ 5,401,988 | $ 6,765,574 | $ 6,539,321 |
| Accrued expenses and other liabilities | 53,696,952 | 48,993,617 | 24,229,379 |
| Current portion of operating lease liabilities | 1,338,868 | 1,289,935 | 1,250,567 |
| Current portion of contract liabilities | 1,300,550 | 18,999,992 | 11,309,591 |
| Total current liabilities | 61,738,358 | 76,049,118 | 43,328,858 |
| OPERATING LEASE LIABILITIES—Net of current portion | 2,828,593 | 4,167,461 | 5,469,328 |
| CONTRACT LIABILITIES—Net of current portion | 6,691,280 | 6,823,166 | 6,835,013 |
| Total liabilities | 71,258,231 | 87,039,745 | 55,633,199 |
| COMMITMENTS AND CONTINGENCIES (Note 9) | | | |
| STOCKHOLDERS' EQUITY: | | | |
| Common stock, voting, $0.01 par value, 20,000 shares authorized; 10,000 shares issued and outstanding | 100 | 100 | 100 |
| Common stock, non-voting, $0.01 par value, 200,000 shares authorized; 90,000 shares issued and outstanding | 900 | 900 | 900 |
| Additional paid-in capital | 36,664,214 | 12,157,535 | 9,369,391 |
| Retained earnings | 229,595,853 | 156,476,695 | 87,108,975 |
| Total stockholders' equity | 266,261,067 | 168,635,230 | 96,479,366 |
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | $337,519,298 | $255,674,975 | $152,112,565 |

See notes to consolidated financial statements.

# HOME INSTEAD, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF INCOME
## FOR THE YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| REVENUES: | | | |
| Company-owned franchisee revenue | $ 1,883,966 | $ 1,550,137 | $ 1,079,743 |
| Franchisor revenue | 131,923,305 | 122,206,142 | 99,779,375 |
| Marketing fund revenue | 36,212,334 | 33,715,023 | 30,729,229 |
| Total revenues | 170,019,605 | 157,471,302 | 131,588,347 |
| OPERATING EXPENSES: | | | |
| Company-owned franchisee expenses | 2,599,010 | 1,000,470 | 727,595 |
| Franchisor expenses | 34,427,521 | 35,201,587 | 36,452,270 |
| Marketing fund expenses | 41,543,573 | 32,509,495 | 29,224,225 |
| Total operating expenses | 78,570,104 | 68,711,552 | 66,404,090 |
| OPERATING INCOME | 91,449,501 | 88,759,750 | 65,184,257 |
| OTHER INCOME: | | | |
| Nonoperating income—net | 7,689,030 | 3,804,522 | 1,810,705 |
| Loss on impairment of investment | (4,383,503) | - | - |
| Gain (loss) on sale of subsidiary | - | (8,615) | - |
| Total other income | 3,305,527 | 3,795,907 | 1,810,705 |
| INCOME BEFORE INCOME TAXES | 94,755,028 | 92,555,657 | 66,994,962 |
| INCOME TAX EXPENSE | 21,635,870 | 23,187,937 | 16,808,036 |
| NET INCOME | $ 73,119,158 | $ 69,367,720 | $ 50,186,926 |

See notes to consolidated financial statements.

# HOME INSTEAD, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' EQUITY
## FOR THE YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023

| | Common Stock | | | | Additional Paid-In Capital | Retained Earnings | Total |
|---|---|---|---|---|---|---|---|
| | Voting | | Non-Voting | | | | |
| | Shares | Amount | Shares | Amount | | | |
| BALANCE—December 31, 2022 | 10,000 | $ 100 | 90,000 | $ 900 | $ 7,374,030 | $ 36,922,049 | $ 44,297,079 |
| Net income | - | - | - | - | - | 50,186,926 | 50,186,926 |
| Stock-based compensation | - | - | - | - | 1,995,361 | - | 1,995,361 |
| BALANCE—December 31, 2023 | 10,000 | 100 | 90,000 | 900 | 9,369,391 | 87,108,975 | 96,479,366 |
| Net income | - | - | - | - | - | 69,367,720 | 69,367,720 |
| Stock-based compensation | - | - | - | - | 2,788,144 | - | 2,788,144 |
| BALANCE—December 31, 2024 | 10,000 | 100 | 90,000 | 900 | 12,157,535 | 156,476,695 | 168,635,230 |
| Capital contribution from parent through forgiveness of tax-sharing payable | - | - | - | - | 21,334,571 | - | 21,334,571 |
| Net income | - | - | - | - | - | 73,119,158 | 73,119,158 |
| Stock-based compensation | - | - | - | - | 3,172,108 | - | 3,172,108 |
| BALANCE—December 31, 2025 | 10,000 | $ 100 | 90,000 | $ 900 | $ 36,664,214 | $ 229,595,853 | $ 266,261,067 |

See notes to consolidated financial statements.

# HOME INSTEAD, INC. AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF CASH FLOWS
## FOR THE YEARS ENDED DECEMBER 31, 2025, 2024, AND 2023

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | | | |
| Net income | $ 73,119,158 | $ 69,367,720 | $ 50,186,926 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | | |
| Depreciation and amortization expense | 558,044 | 426,609 | 304,396 |
| Noncash lease expense | 1,249,105 | 1,231,709 | 1,239,704 |
| Gain (loss) on lease termination | - | (846) | 1,385 |
| Deferred income tax benefit (provision) | 2,709,699 | (627,611) | (2,625,115) |
| Gain (loss) on sale of subsidiary operations | - | 8,615 | - |
| Loss on disposal and impairment of assets | 4,383,503 | - | 61 |
| Stock-based compensation | 3,172,108 | 2,788,144 | 1,995,361 |
| Change in operating assets and liabilities: | | | |
| Trade and royalty receivables | (19,467,469) | (11,452,275) | (9,317,660) |
| Prepaid expenses and other assets | 1,323,146 | (1,883,592) | 1,459,614 |
| Accounts payable | (1,363,586) | 226,253 | 2,881,314 |
| Accrued expenses and other liabilities | 26,037,906 | 24,764,236 | 2,979,732 |
| Operating lease liabilities | (1,289,935) | (1,242,893) | (1,223,054) |
| Contract liabilities | (17,831,328) | 7,678,554 | 9,979,223 |
| Net cash provided by operating activities | 72,600,351 | 91,284,623 | 57,861,887 |
| CASH FLOWS FROM INVESTING ACTIVITIES: | | | |
| Proceeds from sale of subsidiary operations | - | 153,124 | - |
| Cash paid for acquisition | (2,575,000) | (3,760,136) | - |
| Proceeds from loan to related party | - | 3,170,581 | - |
| Cash paid for loan to related party | (62,905,000) | (91,482,991) | (81,082,235) |
| Decrease (increase) in deferred compensation and other assets | - | - | 2,000,000 |
| Net cash provided by investing activities | (65,480,000) | (91,919,422) | (79,082,235) |
| NET INCREASE (DECREASE) IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH | 7,120,351 | (634,799) | (21,220,348) |
| CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—Beginning of year | 17,980,187 | 18,614,986 | 39,835,334 |
| CASH, CASH EQUIVALENTS, AND RESTRICTED CASH—End of year | $ 25,100,538 | $ 17,980,187 | $ 18,614,986 |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION: | | | |
| Cash paid during the year for income taxes | $ 2,167,027 | $ 1,616,181 | $ 1,082,430 |
| Cash paid during the year for operating leases | $ 1,358,400 | $ - | $ - |
| ROU assets obtained in exchange for lease liabilities | $ - | $ - | $ - |
| ROU assets decreases due to contract terminations | $ - | $ (19,606) | $ (77,021) |
| Capital contribution from parent through forgiveness of tax-sharing payable | $ 21,334,571 | $ - | $ - |

See notes to consolidated financial statements.

### 1. NATURE OF THE BUSINESS

Home Instead, Inc. ("Home Instead") was incorporated May 9, 1994 as a Nebraska corporation and was 100% acquired by Honor Technology, Inc. ("Honor" or "its Parent") on August 6, 2021. The Consolidated Financial Statements of Home Instead include its wholly-owned subsidiaries HI Omaha, LLC and HI Arizona, LLC (the "Subsidiaries"), together the "Company." All intercompany balances and transactions have been eliminated in consolidation.

Home Instead grants territorial franchise rights for the operation of franchise locations specializing in home care across the United States and certain foreign countries. Home Instead provides franchisees with a system of business training and continuous advisory service on promotional, business, and operational concerns and an analysis of franchisee's marketing and financial data in operating Home Instead franchised businesses. The Subsidiaries provide home care, companionship services, and other specialized services for seniors in Nebraska, Missouri, Texas, Illinois, Arizona, and California.

During 2024 HI Arizona, LLC was sold. During 2024, HI Omaha, LLC acquired franchises in San Antonio, Texas and Chicago, Illinois. During 2025, HI Omaha, LLC acquired franchises in Sunnyvale, California. See Note 3 for additional information.

### 2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

**Basis of Presentation and Principles of Consolidation**—These Consolidated Financial Statements have been prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). The Consolidated Financial Statements include the accounts of the Company. For the purposes of these financials, Comprehensive Income is equivalent to Net Income.

**Use of Estimates**—The preparation of Consolidated Financial Statements in accordance with GAAP 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 the Consolidated Financial Statements, and the reported amounts of income and expenses during the reporting period. On an ongoing basis, the Company evaluates its estimates and assumptions primarily related to the fair value of share-based awards, the valuation allowance against deferred tax assets, and the fair value of assets acquired in either a business combination or an asset acquisition. Management bases its estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis of making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results could differ from those estimates.

**Concentrations of Credit Risk**—Financial instruments that potentially subject the Company to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company invests its excess cash in low-risk, highly liquid money market funds. Management believes that the Company is not exposed to significant credit risk due to the financial strength of the depository institutions in which the cash and cash equivalents are held, however, these accounts may exceed federally insured limits. The Company's excess cash as of December 31, 2025, 2024, and 2023 is on

deposit in interest-bearing accounts with well-established financial institutions, both domestic and foreign. For domestic financial institutions, at times, such amounts may exceed the Federal Deposit Insurance Corporation (FDIC) insurance limits. As of December 31, 2025, 2024, and 2023, uninsured cash balances totaled $22,381,473, $14,990,815, and $14,098,112, respectively. For foreign financial institutions, the cash balance as of December 31, 2025, 2024, and 2023 was $1,969,064, $2,319,471, and $4,016,874, respectively. The Company has not experienced any losses on its deposits of cash and cash equivalents.

There was one customer whose revenue exceeded 10% of the Company's revenue for the years ended December 31, 2025 and 2024. This franchise partner accounted for 10.3% and 11.1% of the Company's revenue for the years ended December 31, 2025 and 2024, respectively. There were no customers that individually exceeded 10% of the Company's revenue for the year ended December 31, 2023.

There was one international franchise partner with a Trade and Royalty Receivables balance that individually exceeded 10% of the Company's total Trade and Royalty Receivables as of December 31, 2023. This franchise partner accounted for 12.2% of the Company's Trade and Royalty Receivables balance as of December 31, 2023. There were no customers with Trade and Royalty Receivables balances that individually exceeded 10% of the Company's total Trade and Royalty Receivables in the years ended December 31, 2025 and 2024.

**Cash and Cash Equivalents**—The Company considers all highly liquid investments with an original maturity of three months or less from the date of purchase to be cash equivalents.

The following table provides a reconciliation of Cash and Cash Equivalents reported within the Consolidated Balance Sheets that sum to the total of the same such amounts shown in the Consolidated Statements of Cash Flows for the years ended December 31, 2025, 2024, and 2023.

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Cash and cash equivalents | $25,100,538 | $17,980,187 | $18,614,986 |
| Total cash and cash equivalents shown in the consolidated statements of cash flows | $25,100,538 | $17,980,187 | $18,614,986 |

**Trade and Royalty Receivables**—Trade and Royalty Receivables from customers are due under standardized terms. The Company evaluates the collectability of trade and royalty receivables at the end of the year and establishes an allowance for current expected credit losses ("CECLs") for all accounts or portions thereof considered uncollectible.

No such allowance is recorded against Trade and Royalty Receivables at December 31, 2025, 2024, and 2023.

Accounts receivable represent amounts owed to the Company by its customers that are recorded at their amortized cost. The Company also records allowances for CECLs. These allowances are based on the Company's assessment of the collectability of accounts by considering the age of each outstanding invoice and an evaluation of expected risk of credit loss based on current conditions and reasonable and supportable forecasts of future economic conditions over the life of the receivable. The Company pools its accounts receivable based on similar risk characteristics in estimating its expected credit losses. In situations where a customer receivable does not share the same risk characteristics with others, the Company measures it individually. The Company also continuously evaluates such pooling decisions and adjusts as needed from period to period as risk characteristics change. Credit losses are

recorded in General and Administrative Expense in the accompanying Consolidated Statements of Income. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. Expected recoveries of amounts previously written off, not to exceed the aggregate of the amount previously written off, are included in determining the necessary reserve at the consolidated balance sheet date.

**Investments**—Home Instead holds an equity investment in a non-publicly traded company. The Company elected to account for securities without a readily determinable fair value using the measurement alternative method under ASC 321, Investments—Equity Securities. This measurement alternative method allows the Company to measure the equity investment at its cost minus impairment, if any, plus or minus changes resulting from observable price changes in orderly transactions for the identical or a similar investment of the same issuer. Note 13 for additional information.

**Fair Value of Financial Instruments**—For certain of the Company's financial instruments, including Cash and Cash Equivalents, Trade and Royalty Receivables, Accrued Expenses, and Accounts Payable, the carrying amounts approximate fair value due to their short maturities.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. There is a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value as follows:

***Level 1***—Observable inputs such as quoted prices in active markets for identical assets or liabilities;

***Level 2***—Inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities; and

***Level 3***—Unobservable inputs that are supported by little or no market activity, which require management judgment or estimation.

The Company measures its cash equivalents at fair value within Level 1.

There were no financial assets and liabilities measured and recorded at fair value as of the years ended December 31, 2025, 2024 and 2023.

**Business Combinations**—The Company accounts for business combinations under the provisions of ASC 805, Business Combinations, which requires that the acquisition method of accounting be used for all business combinations. Assets acquired and liabilities assumed are recorded at the date of acquisition at their respective fair values. ASC 805 also specifies criteria that intangible assets acquired in a business combination must be recognized and reported apart from goodwill. Acquisition-related expenses are recognized separately from the business combinations and are expensed as incurred.

**Property and Equipment**—Property and equipment are stated at cost, less accumulated depreciation and amortization. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets (or over the lease term, if shorter, for leasehold improvements). Repairs and maintenance expenses, which are not considered improvements and do not extend the useful life of property and equipment, are expensed as incurred. The estimated useful life of each asset category is as follows:

| Fixed Asset | Life |
|---|---|
| Vehicles | 60 months |
| Computers and computer equipment | 24 months |
| Software | 36 months |
| Furniture and fixtures | 36 months |
| Leasehold improvements | 144 months |

The Company capitalizes certain development costs incurred in connection with its internal-use software and website if specific criteria are met and the life of the development is more than 12 months in accordance with ASC 350-40, Internal-use Software and ASC 985, Software. Costs incurred in the preliminary stages of development are expensed as incurred. Once an application has reached the development stage, internal and external costs, if direct and incremental, are capitalized until the software is substantially complete and ready for its intended use. Capitalization ceases upon completion of all substantial testing. The Company also capitalizes costs related to specific upgrades and enhancements when it is probable that the expenditures will result in additional features and functionality. Maintenance costs are expensed as incurred. No software was capitalized as of the years ended December 31, 2025, 2024, and 2023.

**Leases**—The Company primarily leases real estate from third parties under noncancelable operating leases. The Company's leases have remaining lease terms ranging from zero to three years. The Company determines if a contract is a lease at inception. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The lease term begins on the commencement date, which is the date the Company takes possession of the asset, and may include options to extend or terminate the lease when it is reasonably certain that the option will be exercised. Certain of the Company's leases contain renewal options for varying periods, which can be exercised at the Company's sole discretion. Leases are classified as operating or finance leases based on factors such as the lease term, lease payments, and the economic life, fair value, and estimated residual value of the asset. As of and for the years ended December 31, 2025, 2024, and 2023 the Company did not have finance leases. Where leases include options to purchase the leased asset at the end of the lease term, this is assessed as a part of the Company's lease classification determination.

Under ASC 842, the Company recognizes a right-of-use ("ROU") asset, current operating lease liabilities, and noncurrent operating lease liabilities on the Company's Consolidated Balance Sheets. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized on the commencement date based on the present value of lease payments over the lease term. The Company elected a private company practical expedient, allowing it to use a risk-free rate as the discount rate for all asset classes.

ROU assets are based on the lease liability and are increased by prepaid lease payments and decreased by lease incentives received. Lease incentives are amortized through the lease asset as reductions of expense over the lease term. For leases where the Company is reasonably certain to exercise a renewal option, such option periods have been included in the determination of the Company's ROU assets and lease liabilities.

Leases typically contain rent escalations over the lease term. The Company recognizes expense for these leases on a straight-line basis over the expected lease term. Certain operating leases are calculated using the prevailing index or rate at lease commencement. Subsequent escalations in the index or rate and contingent rental payments are recognized as variable lease expenses. Certain leases require the Company to pay taxes, insurance, maintenance, and other operating expenses associated with the leased assets. Such amounts are not included in the measurement of the ROU assets and lease liabilities to the extent they are variable in nature. These variable lease costs are recognized as a variable lease expense when incurred.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants.

As a practical expedient, lease agreements with lease and non-lease components are accounted for as a single lease component for all asset classes. The Company estimates contingent lease incentives when it is probable that the Company is entitled to the incentive at lease commencement. The Company elected the short-term lease recognition exemption for all leases. Therefore, leases with an initial term of 12 months or less are not recorded on the Consolidated Balance Sheets; instead, lease payments are recognized as lease expense on a straight-line basis over the lease term. The depreciable life of the ROU assets are limited by the expected lease term unless the Company is reasonably certain of a transfer of title or purchase option.

Refer to Note 8 for more information about the Company's leases.

**Intangible Assets and Other Long-Lived Assets**—Intangible assets with determinable economic lives are carried at cost, less accumulated amortization. Amortization is computed over the estimated useful life of each asset on a straight-line basis. We determine the useful lives of identifiable intangible assets after considering the specific facts and circumstances related to each intangible asset. Factors we consider when determining useful lives include the contractual term of any agreement related to the asset, the historical performance of the asset, our long-term strategy for using the asset, any laws or other local regulations which could impact the useful life of the asset, and other economic factors including competition and specific market conditions. Intangible assets without determinable economic lives are carried at cost, not amortized, and reviewed for impairment at least annually.

The useful lives of our intangible assets are as follows:

| | |
|---|---|
| Referral network | 10 years |
| Non-compete | 3 years |

Long-lived assets (including investments, property and equipment, intangibles, and lease ROU assets) are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. If the sum of the expected undiscounted future cash flows expected to be generated by the asset or asset group is less than the carrying amount of the asset or asset group, a loss is recognized. An impairment loss of $4,383,503 was recorded for an investment in the year ended December 31, 2025. No impairment occurred in the years ended December 31, 2024, and 2023.

**Revenue Recognition**—Revenue is recognized upon transfer of control of promised products or services to customers in an amount that reflects the consideration the Company expects to receive in exchange for those products or services. The Company applies the following five-step approach in recognizing revenue: (i) identify the contract with the customer, (ii) identify the performance obligations in the contract, (iii) determine the transaction price, (iv) allocate the transaction price to the performance obligations in the contract, and (v) recognize revenue when or as the Company satisfies a performance obligation.

***Company Owned Franchisee Revenue***—The Company's contracts with its care recipients represent an agreement to provide services to the recipients in exchange for consideration. The Company enters into these contracts to provide care services for their customers on an hourly basis. This represents a single performance obligation that is satisfied over time; more specifically as services are provided via appointments. Revenue is recognized over time, as the care recipients are billed their hourly rate for service provided on a bimonthly basis. The entirety of the revenue recorded in each transaction is allocated to the one performance obligation, the non-medical care services provided to the client. The Company's subsidiaries enter into a joint service agreement with Honor to provide services to care recipients via the "Care Platform JSA." Honor contracts with care recipients to provide services to the recipients in exchange for consideration on an hourly basis. The Subsidiaries act as agents in this joint agreement, bringing new care recipients to the Honor care platform (the "Care Platform") and maintaining relationships with the care recipients in the local market. A portion of the consideration is attributed to the Subsidiaries on a monthly basis. This represents a single performance obligation that is satisfied over time; more specifically, as services are provided via appointments. The related portion of the consideration is attributed to the Subsidiaries each month as services are provided. The entirety of the revenue recorded in each transaction is allocated to the one performance obligation, the non-medical care services provided to the client, on a net basis.

***Franchisor Revenue***—Revenue from domestic and international franchisees includes initial franchise fees and ongoing royalty fees. Franchise royalties are variable consideration based on a percentage of the franchisees' sales and are recognized in the period the franchisees' underlying sales occur. Initial franchise fees for the license grant to the exclusive territory for each franchisee are paid in advance and are deferred and recognized over the applicable license term as Home Instead satisfies the performance obligation of granting customer access to the rights of its intellectual property, which includes maintaining the exclusive territory for the franchisee. The franchise agreement also includes a renewal option which the Company has determined to be a material right, as the renewal fee is discounted in comparison to the initial franchise fee and the probability of renewal is high.

***Marketing Fund Revenue***—Revenue from marketing contributions is variable and consideration is based on a percentage of franchisees' sales. Marketing fund revenue is recognized in the period the franchisees' underlying sales occur.

***Significant Financing Component***—In rare circumstances, the Company provides a significant financing component to its customers. This occurs when the timing of payments agreed to by the parties provides the customer or the Company with a significant benefit of financing. The Company adjusts the promised amount of consideration for the effects of the time value of money if the timing of payments provides the customer or the Company with a significant benefit of financing the transfer of goods or services to the customer. The Company uses a discount rate that reflects the rate that would be used in a separate financing transaction between the Company and its customer at contract inception. The discount rate is determined based on the credit characteristics of the customer and the terms of the financing arrangement. Interest expense is recognized over the financing period. For the years ended

December 31, 2025, 2024, and 2023, the Company recognized interest expense of $2,437,987, $2,437,987, and $0, respectively, related to contracts with a significant financing component, included within Nonoperating Income–Net on the Consolidated Statements of Operations. Accordingly, the Company recognized the same amount to Franchisor Revenue on the Consolidated Statements of Operations. The average discount rate used was 12.85%.

Revenue from international sources accounted for 24.6%, 24.9%, and 19.1% of the Company's revenue for the years ended December 31, 2025, 2024, and 2023, respectively.

The timing of revenue recognition may differ from the timing of invoicing to customers. Home Instead generally has an unconditional right to consideration when it invoices its customers and records a receivable. Home Instead records a contract asset when revenue is recognized prior to invoicing. Such amounts have been insignificant to date. Home Instead records a contract liability (deferred revenue) when revenue is recognized subsequent to invoicing (primarily the initial franchise fee and related renewal).

Contract liabilities include amounts prepaid by customers for which services have not been provided and revenue has not been recognized. Contract liabilities also include franchise fees paid in advance, which are deferred and recognized over the applicable license term. Contract liabilities for the years ended December 31, 2025, 2024, and 2023 are as follows:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Balance—beginning of year | $ 25,823,158 | $ 18,144,604 | $ 8,165,381 |
| Additions | 1,501,592 | 26,884,327 | 11,726,819 |
| Revenue recognized | (19,332,920) | (19,205,773) | (1,747,596) |
| Balance—end of year | $ 7,991,830 | $ 25,823,158 | $18,144,604 |

**Advertising**—The Company expenses advertising costs as incurred. Advertising expenses for the years ended December 31, 2025, 2024, and 2023, were $34,382,831, $30,328,302, and $28,250,213, respectively.

Franchisees contribute to marketing funds that Home Instead manages based on provisions set forth in the franchise agreement. Under this agreement, marketing contributions received from franchisees must be spent on advertising, marketing, and related activities. The revenue and expenses of the marketing funds are included in the Company's Consolidated Statements of Income.

**Stock-Based Compensation**—The Company participates in its Parent's stock option plan and Honor awards are granted to eligible Home Instead employees. Honor estimates the fair value of share-based awards on the date of grant. The Company recognizes compensation expense for its employees over the vesting period of the entire award using the straight-line attribution method and accounts for forfeitures when they occur.

The Company uses the Black-Scholes valuation model as the method for determining the estimated fair value of underlying stock options.

***Expected Term***—The expected term represents the period that the stock-based awards are expected to be outstanding. The Company utilized the trailing three-year average expected term for the stock options of a peer group of companies to estimate the expected term, which the Company believes is representative of future behavior.

***Expected Volatility***—The Company estimated volatility for option grants by evaluating the average historical volatility of a peer group of companies for the last three years, according to Securities and Exchange Commission (SEC) filings.

***Dividend Yield***—The Black-Scholes valuation model calls for a single expected dividend yield as an input. The Company has not declared or paid dividends to date and does not anticipate declaring dividends. As such, the dividend yield has been estimated to be $0.

***Risk-Free Interest Rate***—The risk-free interest rate is based on the implied yield currently available on US Treasury zero-coupon issues with an equivalent remaining term at the grant date.

The Company recognizes excess tax benefits from stock-based compensation in its provision for income taxes as a discrete item in the reporting period in which they occur.

**Income Taxes**—The Company uses the asset and liability method to calculate deferred income taxes. Deferred tax assets and liabilities are recognized on temporary differences between Consolidated Financial Statements and tax bases of assets and liabilities using enacted tax rates. The effect of tax rate changes on deferred tax assets and liabilities is recognized in income during the period that includes the enactment date.

Tax benefits related to uncertain tax positions are recognized when it is more likely than not that a tax position will be sustained during an audit. Interest and penalties related to unrecognized tax benefits are included within the provision for income taxes.

The Subsidiaries are single-member limited liability companies and are therefore disregarded entities for tax purposes. All income and expense of the Subsidiaries are reported on the Company's tax return. The Company is part of an affiliated group of corporations that files a consolidated U.S. Corporate Income Tax Return. The Company also files state income tax returns in certain jurisdictions. The Company's provision for federal income tax incurred is based on a separate return calculation wherein the current tax benefit for net operating losses, capital losses, charitable contributions, and credits are not included until such would have been recognized on a separate return basis.

**Recent Accounting Pronouncements**—In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, which changes the impairment model for most financial assets. This ASU introduces a new credit loss methodology, CECLs, which requires earlier recognition of credit losses, while also providing additional transparency about credit risk. Since its original issuance in 2016, the FASB has issued several updates to the original ASU. The CECL framework utilizes a lifetime "expected credit loss" measurement objective for the recognition of credit losses for loans, held-to-maturity securities and other receivables at the time the financial asset is originated or acquired. The expected credit losses are adjusted each period for changes in expected lifetime credit losses. The methodology replaces the multiple existing impairment methods, which generally require that a loss be incurred before it is recognized. On January 1, 2023, the Company adopted the guidance on a modified retrospective basis. The adoption of this update did not have a material impact on the Company's Consolidated Financial Statements as of the adoption date, January 1, 2023.

In December 2023, the FASB issued ASU No. 2023-09, *Improvement to Income Tax Disclosures*, which requires disclosure of disaggregated income taxes paid, prescribes standard categories for the components of the effective tax rate reconciliation, and modifies other income tax-related disclosures. ASU No. 2023-09 is effective for fiscal years beginning after December 15, 2025, may be applied

prospectively or retrospectively, and allows for early adoption. The Company has not yet adopted the guidance. These requirements are not expected to have a material impact on the Company's Consolidated Financial Statements and will expand income tax disclosures.

## 3. BUSINESS COMBINATIONS, ASSET ACQUISITIONS, AND DISPOSALS

On December 1, 2025, HI Omaha, LLC acquired two franchises in California for a cash payment of $2,575,000. The transaction was accounted for as an asset acquisition. Assets were recorded at their fair market value on the date of the transaction. A summary of the transaction is as follows:

| | |
|---|---|
| Referral network | $2,497,750 |
| Non-compete agreement | 77,250 |
| Net assets | $2,575,000 |

On June 14, 2024, HI Omaha, LLC acquired a franchise in Illinois for a cash payment of $1,225,000. The transaction was accounted for as a business combination. Assets, identified as the referral network, were recorded at their fair market value on the date of the transaction. A summary of the transaction is as follows:

| | |
|---|---|
| Referral network | $1,225,000 |
| Net assets | $1,225,000 |

On May 31, 2024, HI Omaha, LLC acquired a franchise in Texas for a cash payment of $2,535,136. The transaction was accounted for as an asset acquisition. Assets were recorded at their fair market value on the date of the transaction. A summary of the transaction is as follows:

| | |
|---|---|
| Referral network | $2,459,082 |
| Non-compete agreement | 76,054 |
| Net assets | $2,535,136 |

In January 2024, the Company sold its HI Arizona, LLC subsidiary for a cash payment of $153,124. The sale was consistent with the Company's practice of finding suitable independent operators for its owned and operated franchise businesses. Assets sold were identified as franchise rights, business records, and pending and unfinished work with a recorded value of $336,739 at the time of sale. Other liabilities were assumed by the counterparty of $175,000. This resulted in a loss on sale of $8,615 which was included within other income.

## 4. PROPERTY AND EQUIPMENT AND INTANGIBLES

Property and equipment as of December 31, 2025, 2024, and 2023 are summarized as follows:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Vehicles | $ 73,014 | $ 73,014 | $ 73,014 |
| Office furniture | 1,040,569 | 1,040,569 | 1,040,569 |
| Equipment | 719,787 | 719,787 | 719,787 |
| Software | 2,158,777 | 2,158,777 | 2,158,777 |
| Leasehold improvements | 1,342,682 | 1,342,682 | 1,342,682 |
| Property and equipment—gross | 5,334,829 | 5,334,829 | 5,334,829 |
| Less accumulated depreciation | (5,140,272) | (5,021,000) | (4,857,466) |
| Accumulated depreciation related to disposals | - | - | 1,291 |
| Property and equipment—net | $ 194,557 | $ 313,829 | $ 478,654 |

Depreciation expense was $119,272, $164,825, and $231,128 in 2025, 2024, and 2023, respectively.

Intangible assets are recorded within Intangible Assets—Net Assets on the Consolidated Balance Sheets. The Company obtained $2,575,000 of intangible assets through its acquisition of two franchises in California in 2025. The Company obtained $3,760,136 of intangible assets through its acquisitions of two franchisees in Texas and Illinois in 2024. On January 29, 2024, the Company disposed of $439,225 in intangibles as part of the sale of the HI Arizona, LLC (see Note 3). The corresponding accumulated amortization disposed of was $102,486. Amortization expense was $438,772, $261,784, and $73,268 in 2025, 2024, and 2023, respectively.

The components of amortized intangible assets as of December 31, 2025, 2024, and 2023 are as follows:

| | 2025 | | | 2024 | | | 2023 | | |
|---|---|---|---|---|---|---|---|---|---|
| | Gross Carrying Value | Accumulated Amortization | Net Carrying Value | Gross Carrying Value | Accumulated Amortization | Net Carrying Value | Gross Carrying Value | Accumulated Amortization | Net Carrying Value |
| Referral network | $6,519,832 | $(712,645) | $5,807,187 | $4,022,082 | $(300,295) | $3,721,787 | $777,225 | $(155,787) | $621,438 |
| Non-compete | 153,303 | (41,212) | 112,091 | 76,054 | (14,790) | 61,264 | - | - | - |
| Total intangible assets | $6,673,135 | $(753,857) | $5,919,278 | $4,098,136 | $(315,085) | $3,783,051 | $777,225 | $(155,787) | $621,438 |

The useful life of referral networks acquired is 10 years and the useful life of non-compete agreements is 3 years. Schedule of the amortization of intangible assets is as follows:

| Years Ending December 31, 2025 | |
|---|---|
| 2026 | $ 702,818 |
| 2027 | 688,030 |
| 2028 | 676,394 |
| 2029 | 651,716 |
| 2030 | 651,272 |
| Thereafter | 2,549,048 |
| Total | $5,919,278 |

## 5. SOFTWARE DEVELOPMENT COSTS

Capitalized software costs are reported at the lower of unamortized cost or net realizable value and are included in Property and Equipment. Amortization begins when the product is available for use.

For the years ended December 31, 2025, 2024, and 2023, software development costs consisted of the following:

| | Lives in Years | 2025 | 2024 | 2023 |
|---|---|---|---|---|
| Software development costs | 3–7 | $ 1,453,274 | $ 1,453,274 | $ 1,453,274 |
| Less accumulated amortization | | (1,453,274) | (1,453,274) | (1,445,665) |
| | | $ - | $ - | $ 7,609 |

Amortization expense for the years ended December 31, 2025, 2024, and 2023, was $0, $7,609, and $13,044, respectively. These amounts are included in the amortization and depreciation expense previously disclosed in Note 4.

## 6. COMMON STOCK

The Certificate of Incorporation authorizes the Company to issue 20,000 shares of $0.01 par value voting common stock and 200,000 shares of $0.01 par value non-voting common stock as of December 31, 2025, 2024, and 2023. The certificates of capital stock contained issued and outstanding shares of 10,000 voting common stock and 90,000 non-voting common stock as of December 31, 2025, 2024, and 2023, and were transferred on August 6, 2021, as part of the transfer of ownership to Honor.

## 7. INCOME TAXES

The Company files consolidated income tax returns with Honor.

The statutory rate of 21% differs from the effective rate for the Company largely due to state and foreign income taxes. The components of the Company's income tax expense (benefit) for the years ended December 31, 2025, 2024, and 2023, are as follows:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Current: | | | |
| Federal | $14,842,685 | $19,238,394 | $15,781,511 |
| State | 3,528,849 | 4,065,486 | 3,084,694 |
| Foreign | 554,637 | 511,667 | 566,946 |
| Total current | 18,926,171 | 23,815,547 | 19,433,151 |
| Deferred: | | | |
| Federal | 2,270,077 | (444,473) | (2,273,120) |
| State | 439,622 | (183,137) | (351,995) |
| Total deferred | 2,709,699 | (627,610) | (2,625,115) |
| Total income tax expense | $21,635,870 | $23,187,937 | $16,808,036 |

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes.

The components of the Company's net deferred tax assets and liabilities for the years ended December 31, 2025, 2024, and 2023, respectively, are as follows:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Deferred tax assets: | | | |
| Lease liability | $ 1,012,761 | $ 1,315,814 | $ 1,629,347 |
| Deferred revenue | 1,566,312 | 5,738,769 | 4,399,453 |
| Stock-based compensation | 986,603 | 470,817 | 302,182 |
| Other accruals | 294,443 | 147,119 | 143,499 |
| Total deferred tax assets | 3,860,119 | 7,672,519 | 6,474,481 |
| Deferred tax liabilities: | | | |
| Right-of-use asset | (938,958) | (1,232,748) | (1,542,896) |
| Fixed asset basis difference | (73,183) | (212,444) | (1,519) |
| Accruals and other | - | (669,650) | - |
| Total deferred tax liabilities | (1,012,141) | (2,114,842) | (1,544,415) |
| Total deferred income taxes | $ 2,847,978 | $ 5,557,677 | $ 4,930,066 |

The Company has included $18,096,802, $21,646,504, and $18,462,856 of current income tax liabilities in the Current Portion of Accrued Expenses and Other Liabilities on the Consolidated Balance Sheets as of December 31, 2025, 2024, and 2023 respectively.

The Company regularly reviews its deferred tax assets for recoverability and establishes a valuation allowance when it is more likely that some portion, or all, of the deferred tax assets will not be realized. In making the assessment, the Company is required to consider all available positive and negative evidence to determine whether, based on such evidence, it is more likely than not that the net deferred tax assets are realizable. Based on this assessment, a valuation allowance was not recorded against net deferred tax assets in any of the years ended December 31, 2025, 2024, and 2023.

The Company operates in various tax jurisdictions and is subject to audit by various tax authorities. The Company uses the "more likely than not" criterion for recognizing the tax benefit of uncertain income tax positions and establishing measurement criteria for income tax benefits. The Company has evaluated the impact of its income tax positions and has recognized an unrecognized tax benefit of approximately $218,932, $119,553, and $45,853 as of December 31, 2025, 2024, and 2023, respectively, within Accrued Expenses and Other Liabilities. Immaterial interest or penalties have been accrued on this unrecognized tax benefit as of December 31, 2025, 2024, and 2023. The Company does not anticipate a significant change to the total amount of uncertain income tax benefits within the next twelve months.

## 8. LEASES

On January 1, 2022, the Company adopted ASC 842 and the following disclosures as of and for the years ended December 31, 2025, 2024 and 2023, are presented under ASC 842.

The Company primarily leases real estate from third parties. These leases expire at various dates through 2028.

The components of lease expenses for the years ended December 31, 2025, 2024 and 2023, are as follows:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Lease cost: | | | |
| Operating lease cost | $1,317,570 | $1,318,416 | $1,344,892 |
| Total lease cost | $1,317,570 | $1,318,416 | $1,344,892 |

Supplemental Consolidated Balance Sheets information as of December 31, 2025, 2024 and 2023, is as follows:

| | 2025 | 2024 | 2023 |
|---|---|---|---|
| Weighted-average remaining lease term (in years)— | | | |
| Operating leases | 2.9 | 3.9 | 4.9 |
| Weighted-average discount rate— | | | |
| Operating leases | 1.4 % | 1.4 % | 1.4 % |

The aggregate future lease payments for operating leases as of December 31, 2025 were as follows:

| | Operating Leases |
|---|---|
| 2026 | $1,388,400 |
| 2027 | 1,418,400 |
| 2028 | 1,449,600 |
| Total undiscounted minimum lease payments | 4,256,400 |
| Less present value discount | (88,939) |
| Present value of lease liabilities | $4,167,461 |

## 9. COMMITMENTS AND CONTINGENCIES

In the ordinary course of business, the Company is subject to proceedings, lawsuits, and other claims related to competitors, employees, franchisees, franchisees' clients, franchisees' employees, and intellectual property. As a wholly-owned subsidiary, the Company may also be subject to the proceedings, lawsuits, and other claims of its parent. The Company is required to assess the likelihood of any adverse judgments or outcomes to these matters as well as potential ranges of probable losses. A determination of the amount of accrual required, if any, for these contingencies is made after careful analysis of each matter. The required accrual may change in the future due to new developments in a particular matter or changes in approach such as a change in settlement strategy in dealing with these matters. At each of the years ended December 31, 2025, 2024, and 2023, the Company did not record accruals for loss contingencies associated with its legal proceedings, determine that an unfavorable legal outcome is reasonably possible or probable, nor determine an estimated range for a potential loss. The Company does not believe that the likelihood of any such matter currently being reviewed will rise to the level of reasonable possibility nor would it have a material adverse effect on the Consolidated Financial Statements.

In 2017, as part of its agreement with an International Franchise Partner, and in response to statutory laws in the country of operation, the Company agreed to the option to buy the International Franchise Partner's business at the termination of the agreement; 2032 at the earliest. If the option is exercised, the Company would be obligated to pay an agreed-upon amount based on historical performance. As of December 31, 2025, December 31, 2024, and December 31, 2023 the amount of the obligation is not fixed and determinable.

The Company is committed to make up to $900,000 in client cooperation payments during 2026 to support continuity of care for existing care recipients.

## 10. DEFINED CONTRIBUTION AND EQUITY INCENTIVE PLANS

The Company maintains a 401(k) defined contribution plan for the benefit of its employees who meet certain requirements as to age and service. Participating employees may elect to defer a portion of their current compensation subject to Internal Revenue Service limitations. Annual matching contributions may be made at the discretion of the Company. Matching contributions made by the Company during the years ended December 31, 2025, 2024, and 2023 were $365,836, $313,699, and $443,669, respectively, and are included in Franchisor Operating Expenses on the Consolidated Statements of Income.

In addition to the defined contribution plan, the Company participates in Honor's stock compensation plan effective August 6, 2021. In October 2014, Honor adopted the Honor, Inc., 2014 Equity Incentive Plan (the "Prior Plan") which was replaced on December 3, 2024 by the 2024 Equity Incentive Plan (the "Plan") pursuant to which the board of directors may grant incentive stock options to purchase shares of Honor's common stock, nonstatutory stock options to purchase shares of Honor's common stock, restricted stock awards, restricted stock units, and stock appreciation rights to employees, directors, and consultants. Stock options must be granted with an exercise price equal to the stock's fair market value at the date of grant. Stock options generally have 10-year contractual term and vest over a four-year period starting from the date specified in each agreement. Forfeitures are accounted for as they occur. Awards granted to the Company's employees are settled in Honor's stock, which represents a corresponding capital contribution from the parent. Stock-based compensation for the Company for the years ended December 31, 2025, 2024, and 2023, was $1,879,865, $2,788,144, and $1,995,361, respectively, which was included in the Consolidated Statements of Income as Franchisor Expenses.

During 2023, the Company's Parent approved two modifications of stock-based awards. On February 15, 2023, and June 22, 2023, Honor's Board of Directors voted and approved to extend the contractual term of certain terminated or to-be terminated employees' stock options to two years following the termination date. The total incremental compensation cost for the Company for the year ended December 31, 2023 was $434,423.

Additionally, on June 22, 2023, Honor's Board of Directors voted and approved accelerated vesting schedules for certain terminated employees. The vesting schedule per the grant agreement was 25% at one year and 1/48 thereafter on the last day of each month for three years. The approved modification granted the terminated employees 25% vesting in their options despite being terminated prior to the one-year mark. These employees also received the contractual term extension discussed in the paragraph above. The total incremental compensation cost for the Company for the year ended December 31, 2023 was $3,094.

During 2024, the Company's Parent approved modifications of additional stock-based awards. Throughout the year, Honor's Board of Directors voted and approved to extend the contractual term of certain terminated or to-be terminated employees' stock options past the termination date. The total incremental compensation cost for the Company for the year ended December 31, 2024 was $485,019.

During 2025, the Company's Parent approved modifications of additional stock-based awards. Throughout the year, Honor's Board of Directors voted and approved to extend the contractual term of certain terminated or to-be terminated employees' stock options past the termination date. The total incremental compensation cost for the Company for the year ended December 31, 2025 was $384,663.

On December 12th, 2025, Honor's Board of Directors approved the repricing of all outstanding stock option awards held by current employees by resetting the exercise price of such options to the current fair market value determined by the Parent's board of directors. The total incremental compensation cost for the Company for the year ended December 31, 2025 was $907,580.

## 11. RELATED-PARTY TRANSACTIONS

Related party transactions relate to payables and receivables to and from Honor and its subsidiaries. As of December 31, 2025, the net amount the Company owed to related parties was $16,023,672. The amount the Company owed to related parties includes $1,973,140 related to payroll paid on behalf of the Company, $18,462,856 related to income taxes, $2,527,490 related to acquisition of California franchises and $3,663,303 of various other revenues and expenses. The amount owed to the Company by related parties includes $25,093,665 of royalties and marketing fund fees from franchisees on the

Care Platform and $17,556,796 of accrued interest on the intercompany loan. These amounts are included in Accrued Expenses and Accounts Receivable at December 31, 2025.

As of December 31, 2024, the net amount the Company owed to related parties was $795,364. The amount the Company owed to related parties includes $3,576,788 related to payroll paid on behalf of the Company, $18,462,856 related to income taxes, and $320,797 of various other revenues and expenses. The amount owed to the Company by related parties includes $15,597,120 of royalties and marketing fund fees from franchisees on the Care Platform and $7,558,685 of accrued interest on the intercompany loan. These amounts are included in Accrued Expenses and Accounts Receivable at December 31, 2024.

As of December 31, 2023, the Company owed Honor a net total of $8,085,878. The amount owed to Honor includes $1,824,885 related to payroll paid on behalf of the Company and $18,462,856 related to income taxes. The amount owed to the Company by related parties includes $9,350,676 of royalties and marketing fund fees from franchisees on the Care Platform, $1,882,393 of accrued interest on the intercompany loan, and $968,794 of various other revenues and expenses. These amounts are included in Accrued Expenses and Accounts Receivable at December 31, 2023.

In December 2022, Home Instead ("Lender") entered into an intercompany loan agreement with its parent company, Honor ("Borrower"). The loan provided a line of credit up to $100,000,000 with a term of one year, with auto renewal unless either party provides 30-day written notice of non-renewal. Interest accrues at the applicable federal rate for long-term obligations prescribed under Section 1274(d) of the Internal Revenue Code. The loan is convertible into an equivalent number of the Borrower's common stock (equal to the balance as of the date of conversion divided by the fair market value per share of the common stock of the Borrower as of the conversion date), at the election of the Lender. The loan is also subordinate to Borrower's term loan with outside lenders and was based on the template provided within the term loan agreement. As of December 31, 2025, the line of credit was extended to an amount of up to $250,000,000. As of December 31, 2025, 2024, and 2023 the note receivable balance was $242,299,645, $179,394,645, and $91,082,235, respectively. Interest income on this note receivable was $9,998,111, $5,676,292 and $1,882,393 as of December 31, 2025, 2024, and December 31, 2023, respectively. Accrued interest was recorded within Accounts Receivable in the Consolidated Balance Sheets.

The parent entity, Honor, contracts with certain franchisees via the Care Platform JSA to jointly provide services to care recipients. See Note 2. As part of the agreement, balances owed by the franchisees related to royalties and marketing development funds are netted from the consideration paid and transferred to Home Instead by the parent. During the years ended December 31, 2025, 2024, and 2023, this amount was $5,615,038, $4,048,485, and $2,835,316, respectively within Franchisor Revenue and $2,246,015, $1,619,394, and $1,134,127, respectively within Marketing Fund Revenue on the Consolidated Statements of Operations.

## 12. DEBT GUARANTEE

The Company is a secured party under Honor's credit and loan agreement dated May 30, 2024. Payment of the loan principal and interest is guaranteed by the Company and due May 30, 2029 if Honor fails to perform under the terms of the loan agreement. In 2025, the loan principal amount was increased by $26,498,575 bringing the total principal on the loan to $351,320,752 as of the balance sheet date. Honor is current on all obligations associated with its loan as of the date these Consolidated Financial Statements were available to be issued.

Additionally, in 2024, the Company's parent committed to make immaterial capital contributions to a related party in the event that they do not meet certain future obligations. This potential capital contribution is reflected within the Consolidated Financial Statements of Honor Technology, Inc.

## 13. INVESTMENT IN EQUITY SECURITY

As of December 31, 2024, and 2023, Home Instead invested a total of $6,000,000 in the equity of a non-publicly traded company (the "Investee"). During the year ended December 31, 2025 a strategic decision was made to exit the investment earlier than initially intended based on current business dynamics. An arm's length negotiation with a third party was utilized to determine the cost less impairment value as of December 31, 2025. During the year ended December 31, 2025, an impairment loss was recorded of $4,383,503. As of December 31, 2025 the carrying value of the investment was $1,616,497. The Investee produces and markets technology and related subscription services aimed at elderly consumers.

The Company recorded a payable to the Investee of $0 at December 31, 2025, 2024, and 2023.

## 14. RESTRUCTURING CHARGES

In June 2023, the Company initiated a plan to reduce its operating expenses and preserve cash with support from the Company's Board of Directors. The Company announced a reduction in force effective as of June 22, 2023. The affected employees were offered separation benefits, including extended termination dates in accordance with the Worker Adjustment and Retraining Notification ("WARN"), severance payments, option exercise extensions and accelerations, and temporary healthcare coverage assistance. The Company incurred a discrete restructuring- related charge of $2,317,071, which was fully recorded and the related expenses are included within Total Operating Expenses on the Consolidated Statements of Operations for the year ended December 31, 2023. This charge represents the total amount to be incurred in connection with the activity. During the year ended December 31, 2023, the Company paid the entire $2,317,071.

## 15. SUBSEQUENT EVENTS

The Company considered events occurring through April 28, 2026, for recognition or disclosure in the Consolidated Financial Statements as subsequent events. That date is the date the Consolidated Financial Statements were available to be issued. The following subsequent events were identified for disclosure.

On January 15, 2026, the Company sold its investment in the Investee for $1,616,497 in a transaction with a third party.

In April 2026, Home Instead amended its intercompany loan with Honor to increase its line of credit from $250,000,000 to $275,000,000. As of April 28, 2026, the intercompany loan balance was $264,799,645.

No additional items requiring recognition or disclosure were identified.

* * * * * *

# EXHIBIT B

# FRANCHISE AGREEMENT



# FRANCHISE AGREEMENT

**FRANCHISEE**
**FRANCHISE NO.**

**DATE OF AGREEMENT**

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ATTACHMENT 1 – GUARANTY AND ASSUMPTION OF OBLIGATIONS
EXHIBIT A – PROTECTED AREA
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**HOME INSTEAD, INC.**
**FRANCHISE AGREEMENT**

**THIS FRANCHISE AGREEMENT** (the "Franchise Agreement" which includes any and all amendments and addendums thereto) is made and entered into this ___ day of _____, 20___ (the "Effective Date"), by and between Home Instead, Inc., a Nebraska corporation (the "Franchisor"), and _____, a _____, formed and operating under the laws of the State of _____ (the "Franchisee").

**WITNESSETH:**

**WHEREAS**, as a result of the expenditure of time, skill, effort and money, Franchisor has developed unique and distinctive formats, systems, standards and procedures (hereinafter "System") related to establishing and operating a unique business providing home care services for older adults;

**WHEREAS**, Franchisor owns the System and the Licensed Marks (as defined below) and has the right to use and license others to use the System and the Licensed Marks;

**WHEREAS**, the distinguishing characteristics of the System include uniform standards, specifications and procedures for operations, quality and uniformity of services offered, procedures for management and financial control, training and assistance, and advertising and marketing materials; all of which may be changed, improved and further developed by Franchisor from time to time;

**WHEREAS**, Franchisor identifies the System by certain trade names, service marks, trademarks, emblems and indicia of origin, including the federally registered trademark Home Instead® and such other trade names, service marks and trademarks as are now designated (and may hereafter be designated by Franchisor in writing) for use in connection with the System (hereinafter referred to as "Licensed Marks");

**WHEREAS**, Franchisor grants to persons who meet Franchisor's qualifications and who are willing to undertake the investment and effort to establish and develop a Home Instead business, a franchise to own and operate a business, offering the services approved by Franchisor and utilizing Franchisor's System (a "Home Instead Business");

**WHEREAS**, Franchisor continues to develop, use and control the use of such Licensed Marks in order to identify for the public the source of services and products marketed under this System, and to represent the System's high standards of quality and service;

**WHEREAS**, Franchisee understands and acknowledges the importance of Franchisor's high standards of quality, service and the necessity of operating the Franchised Business (as defined below) hereunder in conformity with Franchisor's standards and specifications;

**WHEREAS**, Franchisee acknowledges that the terms, conditions and covenants contained in this Franchise Agreement are reasonably necessary to maintain Franchisor's standards of quality and service and the uniformity of services provided;

**WHEREAS**, Franchisee desires to use the System in connection with the operation of a Home Instead Business in compliance with the terms of this Franchise Agreement (the "Franchised Business");

**NOW, THEREFORE**, the parties, in consideration of the mutual undertakings and commitments set forth herein, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

## 1. GRANT OF FRANCHISE

A. Franchisor hereby grants to Franchisee, upon the terms and conditions in this Franchise Agreement, the right and license, and Franchisee hereby accepts the right and obligation, to operate a Home Instead Business within a defined geographic area established in Exhibit A (the "Protected Area"). Franchisee understands and acknowledges that Franchisor has granted the right and license to Franchisee in reliance on the business skill, financial capacity, and personal character of its Principals (as defined in Section 18) and the expectation of performance by Franchisee. The right and license granted by this Franchise Agreement is for a term of five (5) years, commencing on the date of this Franchise Agreement (the "Term").

B. The right and license granted by this Franchise Agreement is limited to the right to provide the home care services to older adults from the Franchised Business as set forth in the Operations Manual (as defined in Section 4) (the "Approved Services") which Franchisor has the right to change, modify and/or substitute from time to time throughout the Term. Approved Services may include companionship services, home helper services, personal care, nurse directed services, specialized services, and other services to older adults, as may be determined by Franchisor.

C. Franchisee is prohibited from soliciting sales to clients or from providing Approved Services to clients located outside of the Protected Area granted to Franchisee except as Franchisor may authorize in the Operations Manual or otherwise in writing. The size of the Protected Area may vary depending upon demographics, population and commercial development, but generally will provide Franchisee with a Protected Area containing an estimated minimum population of 10,000 people aged 65 years and older. The size and description of the Protected Area are set forth in Exhibit A attached hereto and are incorporated herein by reference.

D. Termination or expiration of this Franchise Agreement constitutes a termination or expiration of the franchise and all rights granted to Franchisee under this Franchise Agreement.

E. Except as provided in this Franchise Agreement, and contingent upon Franchisee's full compliance with this Franchise Agreement (and with any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates), Franchisor will not establish or authorize any other person or entity other than Franchisee to establish or operate a Home Instead Business within the Protected Area.

F. Notwithstanding the above, Franchisor (for itself and its now and future affiliates) reserves all rights that are not specifically granted to Franchisee, including the following:

(1) to itself operate, or to grant other persons the right to operate, a Home Instead Business at locations and on terms Franchisor deems appropriate outside the Protected Area;

(2) to sell the same products and services authorized for Home Instead Businesses under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and pursuant to terms Franchisor deems appropriate outside the Protected Area;

(3) to market and sell the products authorized or associated with a Home Instead Business under the Licensed Marks through dissimilar channels of distribution including by electronic means such as the Internet, websites, and Digital Assets Franchisor establishes and pursuant to terms Franchisor deems appropriate within and outside the Protected Area. "Digital Assets" means online and digital platforms, including third-party listings, social media, and other digital channels;

(4) to advertise the System on the Internet and Digital Assets, and to create, operate, maintain and modify, or discontinue the use of one or more websites, using the Licensed Marks;

(5) to offer for sale products and services designed for older adults that are ancillary or related to the services and needs of older adults through Franchisor's current website or through other website(s) or through dissimilar channels of distribution as determined by Franchisor;

(6) to exclusively develop relationships and solicit business on behalf of the System within Franchisee's Protected Area to further develop Franchisor's National Accounts Program (as defined in Section 4(E));

(7) to acquire the assets or ownership interest of one or more businesses providing products and services similar to those provided at Home Instead Businesses, and the right to franchise, license or create similar arrangements with respect to those businesses once acquired; and

(8) to be acquired by (whether through acquisition of assets, or equity interests or otherwise, regardless of the form of the transaction) or merge with a

business providing products and services similar to those provided by Home Instead Businesses or by another business, even if such business operates, franchises or licenses competitive businesses in Franchisee's Protected Area. Franchisor will not be required to pay or otherwise compensate Franchisee if Franchisor exercises any of the rights specified above inside Franchisee's Protected Area.

G. The right granted Franchisee to operate the Franchised Business within the Protected Area is contingent upon Franchisee achieving and maintaining each month one of the following two requirements (the "Performance Standard"):

(1) The "Minimum Gross Sales Requirement" as stated in the Operations Manual, which Requirement Franchisor will have the right to annually adjust in accordance with Section 1(G)(5) below; or

(2) The "Minimum Client Hours Served Requirement" which is set forth in the table below (the "Table"). The minimum monthly "Client Hours Served" that Franchisee must satisfy in order to meet the Minimum Client Hours Served Requirement is based on the "Franchise Age" (as defined below) and the population of older adults in the Protected Area. The term "Client Hours Served" means, on a monthly basis, the total service hours invoiced to clients of the Franchised Business for services performed.

[Remainder of page left blank intentionally]

| | Older Adult Population | | | | |
|---|---|---|---|---|---|
| | <25,000 | 25,001 - 45,000 | 45,001 - 65,000 | 65,001 - 85,000 | >85,000 |
| Franchise Age | Monthly Hours | Monthly Hours | Monthly Hours | Monthly Hours | Monthly Hours |
| 2 | 1,000 | 1,150 | 1,323 | 1,521 | 1,749 |
| 4 | 1,500 | 1,725 | 1,984 | 2,281 | 2,624 |
| 6 | 2,000 | 2,300 | 2,645 | 3,042 | 3,498 |
| 8 | 2,500 | 2,875 | 3,306 | 3,802 | 4,373 |
| 10 | 3,000 | 3,450 | 3,968 | 4,563 | 5,247 |
| 12 | 3,250 | 3,738 | 4,298 | 4,943 | 5,684 |
| 14 | 3,500 | 4,025 | 4,629 | 5,323 | 6,122 |
| 16 | 3,750 | 4,313 | 4,959 | 5,703 | 6,559 |
| 18 | 4,000 | 4,600 | 5,290 | 6,084 | 6,996 |
| 20 | 4,250 | 4,888 | 5,621 | 6,464 | 7,433 |
| 22 | 4,500 | 5,175 | 5,951 | 6,844 | 7,871 |
| 24 | 4,750 | 5,463 | 6,282 | 7,224 | 8,308 |
| 26 | 5,000 | 5,750 | 6,613 | 7,604 | 8,745 |
| 28 | 5,250 | 6,038 | 6,943 | 7,985 | 9,182 |
| 30 | 5,750 | 6,613 | 7,604 | 8,745 | 10,057 |

(3) For purposes of the Minimum Client Hours Served Requirement, the number of "older adults" is set forth in five tiers located in the top row of the Table. The number of older adults in Franchisee's Protected Area as of the Effective Date is based on third-party demographic research and is provided in Exhibit A. For purposes of this Section, an "older adult" is a person residing within the Protected Area that is sixty-five years of age or older. Franchisor reserves the right to review and periodically update the older adult population information for Franchisee's Protected Area and will inform Franchisee of such updated older adult population information.

(4) The first column of the Table sets forth the Franchise Age of the Home Instead Businesses. The "Franchise Age" is defined as follows:

(a) If Franchisee is the original owner of the Franchised Business,

then the Franchise Age is calculated from the date of execution of Franchisee's initial franchise agreement for the Franchised Business.

(b) If Franchisee acquired an existing Franchised Business, then the Franchise Age is calculated from the year that the Franchised Business first began operations, including all prior ownership.

The Franchise Age of this Franchised Business as of the Effective Date is stated in Exhibit A.

(5) The monthly Minimum Gross Sales Requirement is the product of the Average Client Price (as defined herein) multiplied by the applicable Client Hours Served. The initial Minimum Gross Sales Requirement for Franchisee, as set forth in Exhibit A and the Operations Manual, represents the five-year average client price per hour charged by Home Instead Businesses in the United States from 2018 to 2022 (the "Average Client Price") multiplied by the corresponding Client Hours Served. The Average Client Price may be updated through the Operations Manual no more frequently than annually by replacing the then-current Average Client Price with the most recent Average Client Price to reflect the most recent five-year average client price.

(6) A Franchisee owning more than one Home Instead Business must satisfy the Performance Standard for each Home Instead Business.

(7) Franchisor reserves the right to modify and/or increase the Performance Standard for any Renewal Term (as defined in Section 15) granted pursuant to the terms of Section 15 of this Franchise Agreement. If Franchisee fails to achieve and maintain the Performance Standard at any time, in addition to any other remedies available to Franchisor, Franchisor will have the right to revoke the right of exclusivity granted Franchisee under Section 1 of this Franchise Agreement, grant additional Franchises within the Protected Area, and/or reduce the size of the Protected Area.

H. Franchisee and its Principals have no options, rights of first refusal, or similar rights to acquire additional franchises and shall not, directly or indirectly, for themselves or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, corporation or other entity or arrangement, acquire an ownership interest in any other Home Instead Business without Franchisor's prior written consent.

## 2. LOCATION OF OFFICE

A. Franchisee must select and open, at a site located within the Protected Area to which Franchisor consents (in writing), an office space or other verifiable business address (the "Office") to exclusively operate the Franchised Business. The Office must be a dedicated Home Instead business address and may not be located in a residence, as more fully set forth in the Operations Manual. Franchisee assumes all costs, liability, expense

and responsibility for the Office. Franchisee is prohibited from opening or operating the Franchised Business at or from any location outside the Protected Area. Franchisee acknowledges the location, selection and development of the Office is Franchisee's sole responsibility. Franchisee may consult with real estate and other professionals of Franchisee's choosing in the selection of a location for the Office. Franchisee acknowledges and agrees that Franchisor's consent to the location of the Office for the Franchised Business does not constitute a representation, promise, warranty or guaranty, express or implied, by Franchisor that the Franchised Business operated at the approved location will be profitable or otherwise successful.

B. Franchisee must enter into a lease, license, or purchase agreement for Office prior to Franchisee's attendance at the franchise training program held by Franchisor (the "Franchise Training Program").

## 3. OPENING OF THE FRANCHISED BUSINESS

### A. DEVELOPMENT OF THE FRANCHISED BUSINESS

If Franchisee furnishes, equips or decorates the Office, it must do so in compliance with the standards and specifications of Franchisor. Franchisee shall complete substantial construction, if necessary, or the remodeling and improvements to the location of the Office and shall install all systems as required by Franchisor prior to opening of the Franchised Business.

### B. IDENTIFICATION OF THE FRANCHISED BUSINESS

If Franchisee desires to utilize signage on the exterior or interior of the Office, Franchisee agrees to acquire and use signage as may be required by Franchisor and described in the Operations Manual to identify the Franchised Business in compliance with Franchisor's standards and specifications. Franchisee shall identify and operate the Office as an independently owned and operated Franchised Business.

### C. FRANCHISED BUSINESS OPENING

Franchisee agrees to complete all opening requirements, including successful completion of the Franchise Training Program, and open the Franchised Business for operation within thirty (30) days from the Effective Date, or within such other period as Franchisor may permit in writing. If Franchisee must obtain a license to operate the Franchised Business in the state where the Franchised Business will be operated and Franchisee uses its best efforts to obtain such license, the date by which Franchisee must successfully complete the Franchise Training Program and open the Franchised Business is thirty (30) days after the later of: (a) the Effective Date; or (b) the date Franchisee obtains its license but no greater than ninety (90) days after the Effective Date. Franchisee agrees to successfully complete all required training, including the Franchise Training Program, prior to opening the Franchised Business for operation, or as agreed to by Franchisor and Franchisee.

### D. RELOCATION OF FRANCHISED BUSINESS

Franchisee shall not relocate the Office without the express written consent of Franchisor. If Franchisee's lease or license for the premises of the Office expires or terminates without fault of Franchisee, or if in the judgment of Franchisor and Franchisee there is a change in the character of the location of the Franchised Business sufficiently detrimental to its business potential to warrant its relocation, Franchisor will grant written permission for relocation of the Office to a location approved in writing by Franchisor. Any relocation must be at Franchisee's sole expense and within the Protected Area.

## 4. TRAINING AND OPERATING ASSISTANCE

### A. TRAINING

Before the opening of the Franchised Business, Franchisor will furnish, and Franchisee (or any Principal who has been approved by Franchisor) and any proposed manager of the Franchised Business must attend and successfully complete, the Franchise Training Program on the operation of a Home Instead Business, furnished at a place and time (including in-person, virtual, or hybrid formats) that Franchisor designates. Franchisee is solely responsible for the compensation, travel, and living expenses incurred in connection with attendance at the Franchise Training Program or at any supplemental training programs. Franchisor will arrange and pay for up to four (4) nights of hotel accommodations for Franchisee and up to one other person for any required in-person portion of the Franchise Training Program.

The Franchise Training Program lasts approximately four (4) to seven (7) days, or a longer or shorter period of time to be determined in Franchisor's sole discretion. The Franchise Training Program includes instruction relating to the operation of the Franchised Business, marketing, brand and safety standards, client service, staffing, and computer software systems. If, at any time, Franchisor determines that any proposed manager is not qualified to manage the Franchised Business, Franchisor will notify Franchisee and Franchisee may select and enroll a substitute manager in the Franchise Training Program.

After the opening of the Franchised Business, Franchisor may provide training (subject to reasonable limitations prescribed by Franchisor as to frequency, location and time) to any new manager of the Franchised Business. Franchisor has the right to assess Franchisee reasonable charges for the additional training. Franchisor has the right to require that Franchisee (or a Principal) and any manager(s) attend supplemental training programs during the Term, to be furnished at a time and place Franchisor designates. Franchisor may also require Franchisee to attend training programs as a condition of renewal of the Franchised Business.

### B. HIRING AND TRAINING OF EMPLOYEES BY FRANCHISEE

Franchisee is solely responsible for the hiring and firing of all the employees of the Franchised Business and for the terms of their employment, supervision, management,

compensation, training, and all personnel decisions respecting the Franchised Business's employees. Franchisee is responsible for compliance with all applicable federal, state, and local laws and regulations including any licensing requirements and other laws governing its relationship with employees.

Franchisee must comply with Franchisor's then-current specified operating standards and procedures as indicated in the Operations Manual, including the requirement of Franchisee to conduct criminal background checks and drug screening, to the extent allowed under applicable law, on all of Franchisee's employees and other individuals engaged by the Franchisee. A criminal background check and drug screen must be completed on each employee of Franchisee as a prerequisite to employment by Franchisee due to the vulnerable older adult population that Franchisee is serving. Franchisee agrees that Franchisor does not assume any responsibility or liability for the hiring or training of Franchisee's employees and other individuals engaged by the Franchisee, which Franchisee acknowledges is the sole responsibility of Franchisee.

## C. OPERATING ASSISTANCE

Franchisor may advise Franchisee of operating problems of the Franchised Business disclosed by reports submitted to or inspections made by Franchisor. Further, Franchisor may furnish to Franchisee assistance in connection with the operation of the Franchised Business as Franchisor deems appropriate. Operating assistance may consist of guidance for:

(1) consultation on promotional, business and operational problems and analysis of marketing and financial data;

(2) election, purchasing and marketing of Approved Services;

(3) marketing assistance and sales promotion programs;

(4) administrative, bookkeeping, accounting and general operating procedures; and

(5) developing advertising and promotional materials for local advertising for the Franchised Business, at Franchisor's reasonable judgment.

Guidance, in the manner and scope determined by Franchisor, is furnished to Franchisee in the form of Franchisor's Operations Manual, bulletins or other written materials, electronic or telephone consultations and/or consultations at the offices of Franchisor or at the Franchised Business.

## D. OPERATIONS MANUAL

Franchisee must operate the Franchised Business in accordance with the most current and up-to-date copy of Franchisor's confidential operations manual (the

"Operations Manual"), which is available during the Term (and any Renewal Term) via Franchisor's intranet website, or such other format as Franchisor may determine. Franchisee acknowledges that the Operations Manual belongs solely to Franchisor. The Operations Manual contains the scope of Approved Services, mandatory and suggested specifications, standards and operating procedures prescribed by Franchisor for Home Instead Businesses, and information relative to other obligations of Franchisee. Any required specifications, standards and operating procedures exist to protect Franchisor's interest in the System and the Licensed Marks and to create a uniform client experience, and not to establish any control or duty to take control over those matters that are reserved to Franchisee. Franchisor determines the scope of Approved Services. Franchisor's determination of the scope of Approved Services is binding upon Franchisee. Franchisor has the right to add to, and otherwise modify, the Operations Manual through a revised Operations Manual or other communication, on its website or through other electronic means to reflect changes in authorized products and Approved Services, or changes in specifications, standards and operating procedures of a Home Instead Business or the System generally. Franchisee must ensure that its version of the Operations Manual, including any supplements, whether in paper, electronic or other format, is current and up to date and in conformance with the master copy maintained by Franchisor. Franchisee is responsible for reviewing and complying with all updates and communications provided by Franchisor, including those made available through Franchisor's intranet or other designated systems.

## E. NATIONAL ACCOUNTS PROGRAM

Franchisor operates a "National Accounts Program" under which Franchisor and its affiliates have the right to exclusively negotiate and enter into agreements, the terms of which shall be commercially reasonable, with National Accounts operating both inside and outside of the Protected Area. The term "National Accounts" means certain multi-state, multiple location or specialized service clients that Franchisor periodically may designate, including referral services, group service or purchase organizations, insurance companies, hospital systems, nursing homes, or hospice facilities, which directly or through agents or other third parties owns, manages, services, controls or otherwise has responsibility for business in more than one (1) franchisee's exclusive or protected area. Franchisee must participate in the National Accounts Program and comply with the terms of the Program as described in the Operations Manual or as Franchisor otherwise describes in writing. Franchisee understands that Franchisor will establish the rules under which Franchisee will or may participate, and be compensated for participation, in the National Accounts Program and that Franchisor may terminate, modify, or replace the National Accounts Program at any time. Franchisee must pay Franchisor its then-current fees associated with the National Accounts Program. Franchisor makes no guarantees or promises that Franchisee will receive any referrals or generate any revenue through Franchisee's participation in the National Accounts Program.

## 5. LICENSED MARKS

### A. OWNERSHIP AND GOODWILL OF LICENSED MARKS

Franchisee acknowledges that Franchisee has no interest or ownership rights whatsoever in or to the Licensed Marks and that Franchisee's right to use the Licensed Marks is derived solely from this Franchise Agreement and is limited to the conduct of its Franchised Business pursuant to and in compliance with this Franchise Agreement and all applicable specifications, standards and operating procedures prescribed by Franchisor during the Term. Any unauthorized use of the Licensed Marks by Franchisee constitutes an infringement of the rights of Franchisor in and to the Licensed Marks.

Franchisee must follow Franchisor's standards and procedures in the use of the Licensed Marks, including providing proper notices of trademark and service mark registration and obtaining fictitious or assumed named registrations to the extent required by law.

Franchisee acknowledges and agrees that all usage of the Licensed Marks by Franchisee and any goodwill associated with the Licensed Marks is exclusively for the benefit of Franchisor and that this Franchise Agreement does not confer any goodwill or other interests in the Licensed Marks upon Franchisee. Franchisee shall not, at any time during the Term or after its termination or expiration, contest the validity or ownership of any of the Licensed Marks or assist any other person in contesting the validity or ownership of any of the Licensed Marks. To the extent there is a possibility of any adverse publicity or public relations as a result of Franchisee's operation of the Franchised Business or as a result of Franchisee's acts or omissions that could adversely impact the Licensed Marks, Franchisor shall have the right at its election to solely control all or a portion of any related crisis management efforts and communications.

All provisions of this Franchise Agreement applicable to the Licensed Marks apply to any additional trademarks, service marks, logo forms and commercial symbols authorized for use by and licensed to Franchisee pursuant to the Franchise Agreement.

### B. LIMITATIONS ON FRANCHISEE'S USE OF LICENSED MARKS

Franchisee agrees to use the Licensed Marks as the sole identification of the Franchised Business, provided Franchisee identifies itself as the independent owner in the manner prescribed by Franchisor. Franchisee must not use any Licensed Mark as part of any corporate name, trade name, or domain name or with any prefix, suffix or other modifying words, terms, designs or symbols, or in any modified form. Franchisee may not use any Licensed Mark in the sale of any unauthorized products or services; or in the sale, promotion or offering of any product or service of any business in which Franchisee or any of its Principals has a direct or indirect ownership interest for themselves or through, on behalf of, or in conjunction with any other person, persons, partnership, limited liability company, corporation or other entity or arrangement; or give third parties, including third party vendors, the right or authority to use any Licensed Mark in any other manner not

expressly authorized in writing by Franchisor. Franchisee agrees to display the Licensed Marks prominently and in the manner prescribed by Franchisor on signs and forms. Further, Franchisee agrees to provide notices of trademark and service mark registrations and copyrights Franchisor specifies and to obtain fictitious or assumed name registrations as may be required under applicable law.

### C. RESTRICTIONS ON INTERNET AND WEBSITE USE

Franchisor retains the sole right to advertise the System and to sell products and services on the Internet (and any successor technology) and to create, operate, maintain and modify, or discontinue the use of, a website using the Licensed Marks. Franchisee shall not, without Franchisor's prior written consent: (i) frame, mirror, or otherwise display Franchisor's website or content on another website or platform; (ii) add, implement, or modify code such as pixels, cookies, forms, or links that collect data about website visitors; (iii) conduct any business or offer to sell or advertise any products or services on the Internet (or any other existing or future form of electronic communication) including email marketing or other digital marketing using the Licensed Marks or in connection with the Franchised Business; (iv) create, register, operate, or maintain any website or domain name in connection with the Franchised Business; or (v) use any email address (or successor communication method) which Franchisor has not authorized for use in operating the Franchised Business.

Franchisee acknowledges that Franchisor is the lawful and sole owner of all domain names registered by Franchisor. Franchisee agrees not to register any of the Licensed Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Licensed Marks, or any other name that could be deemed confusingly similar, as Internet domain names including generic and country code top level domain names available at the present time or in the future. In addition, Franchisee will not register any domain name that is the same as or could be deemed confusingly similar to any domain name registered by Franchisor.

Franchisee acknowledges that the Franchised Business may be represented through approved Digital Assets. Franchisee's use of such Digital Assets must comply with the Operations Manual and only be used in connection with operation of the Franchised Business.

Franchisee further agrees to participate in and utilize such systems, platforms, and tools as Franchisor may designate from time to time in connection with Digital Assets, marketing, communications, and related activities, and to reasonably cooperate with Franchisor in implementing and maintaining such systems, including providing access to Digital Assets as necessary to support integration, functionality, and compliance with system standards.

D. **NOTIFICATION OF INFRINGEMENTS AND CLAIMS**

Franchisee must notify Franchisor immediately in writing of any apparent infringement of or challenge to Franchisee's use of any Licensed Mark, or claim by any person of any rights in any Licensed Mark or any similar trade name, trademark or service mark of which Franchisee becomes aware. Franchisee must not communicate with any person other than Franchisor and its counsel in connection with any infringement, challenge or claim. Franchisor has the sole and absolute right to take action it deems appropriate and the right to exclusively control any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding arising out of any infringement, challenge or claim or otherwise relating to any Licensed Mark. Franchisee agrees to execute all instruments and documents, render assistance and do acts and things as may, in the opinion of Franchisor's counsel, be necessary or advisable to protect and maintain the interests of Franchisor in any litigation, U.S. Patent and Trademark Office proceeding or other administrative proceeding or to otherwise protect and maintain the interests of Franchisor in the Licensed Marks.

E. **INDEMNIFICATION OF FRANCHISEE/DISCONTINUANCE OF USE OF LICENSED MARKS**

Franchisor agrees to indemnify Franchisee against, and to reimburse Franchisee for, all damages for which Franchisee is held liable in any proceeding in which Franchisee's use of any Licensed Mark is held to constitute trademark infringement, unfair competition, or dilution, and for all costs reasonably incurred by Franchisee in the defense of any claim brought against Franchisee or in any proceeding in which Franchisee is named as a party, provided that Franchisee timely notifies Franchisor of the claim or proceeding and has otherwise complied with this Franchise Agreement and provided further that the aggregate liability of Franchisor under this Section 5(E) shall be limited to the amount paid by Franchisee pursuant to Section 8(A) of this Franchise Agreement. Franchisor has the right to defend any such claim. If Franchisor defends the claim, Franchisor has no obligation to indemnify or reimburse Franchisee with respect to any fees or disbursements incurred by Franchisee.

If it becomes advisable at any time for Franchisor or Franchisee to modify, substitute or discontinue use of any Licensed Mark, or to use one or more additional or substitute trademarks or service marks, Franchisee must comply with Franchisor's directions within a reasonable time after notice by Franchisor. Franchisee shall be responsible for all out-of-pocket costs and expenses incurred in connection with complying with this obligation without liability or obligation to Franchisor for such costs, expenses or loss of revenue.

**6. CONFIDENTIAL INFORMATION – COVENANTS**

A. Franchisor possesses certain confidential information including methods, techniques, formats, specifications, procedures, information including valuable Trade Secrets (as defined in Section 6(B) below), systems and knowledge of and experience in the operation and franchising of Home Instead Businesses (the "Confidential

Information"). Franchisor discloses some of the Confidential Information to Franchisee in furnishing Franchisee the Franchise Training Program, the Operations Manual, guidance, and other communications furnished to Franchisee during the Term (or any prior term or any Renewal Term).

B. Franchisee acknowledges and agrees that it will not acquire any interest in the Confidential Information, other than the right to utilize it in the development and operation of the Franchised Business during the Term and any Renewal Term, and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition. Franchisee acknowledges and agrees that the Confidential Information is proprietary information and is disclosed to Franchisee solely on the condition that Franchisee agrees, and Franchisee does agree, that it: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the Term; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form; and (4) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information, including restrictions on disclosures to employees of the Franchised Business.

Franchisee is required to and does hereby agree to require all the Franchisee's managers and office employees to sign non-solicitation and non-compete agreements, unless prohibited by applicable law or regulation. Franchisee is also required to and does hereby agree to require all Franchisee's employees to sign a confidentiality agreement. Franchisee must name Franchisor as a third-party beneficiary for all non-solicitation, non-compete and confidentiality agreements. In addition, Franchisee agrees that it will not disclose Confidential Information to any third party, including a third party vendor, unless and until such third party has signed an appropriate confidentiality agreement agreeing, among other things, that such party will maintain the absolute confidentiality of all Confidential Information disclosed to such party by Franchisee, its Principals, managers, agents or employees. Franchisee acknowledges and agrees that all of the Confidential Information it now has access to or obtains in the future concerning the System and the methods of operation and the concepts and methods of promoting the Franchised Business are derived from Franchisor pursuant to this Franchise Agreement, and Franchisee and its Principals shall not, without the written consent of Franchisor, disclose such information or use it for Franchisee's or Principals' own benefit, except to operate the Franchised Business during the Term and any Renewal Term. Notwithstanding the foregoing, Franchisee may disclose such Confidential Information and Trade Secrets to those employees who need access to perform their employment duties to Franchisee (and then only to the extent necessary to enable them to perform their employment duties).

For purposes of this Franchise Agreement, "Trade Secrets" shall mean information or data about Franchisor or any of its products or services including technical or non-technical data, formulae, methods, techniques, drawings, processes, financial data, financial plans, product and promotional plans, lists of actual or potential advertisers, lists of clients (including National Accounts clients) and other "Client Data" (as defined in

Section 12(C) below) or lists of suppliers, that: (a) derives economic value, actual or potential, from not being generally known to, or generally ascertainable by proper means by other persons who can obtain economic value from their disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. Notwithstanding any other provision of this Franchise Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain Trade Secrets, as specified in the Operations Manual.

C. Franchisee specifically acknowledges and agrees that Franchisor has legitimate business interests in, among other things, protecting against unauthorized use or disclosure of its Confidential Information and Trade Secrets, protecting Home Instead Businesses from franchisees engaging in unfair competition, encouraging a free exchange of ideas and information among Home Instead Businesses, and Franchisee complying with its obligation to exert its best efforts to promote and enhance its Franchised Business. To protect these and other legitimate business interests, Franchisee agrees that during the Term and any Renewal Term, Franchisee shall not, directly or indirectly, for itself, or through, on behalf of, or in conjunction with its Principals or their Immediate Family Members, or any other person, partnership, limited liability company, corporation or other entity or arrangement:

(1) Divert or attempt to divert any existing or potential business or client of any Home Instead Business to any other business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care in their homes or location of their choice, by direct or indirect inducement or otherwise. Notwithstanding the foregoing, it is not a violation of this Section 6(C)(1) for Franchisee to refer business or clients of the Franchised Business to another Home Instead Business. Additionally, if neither Franchisee nor any other Home Instead Business is able or willing to provide one or more Approved Services to a particular older adult, subject to the written approval of Franchisor in each case, it is not a violation of this Section 6(C)(1) for Franchisee to refer such client or business to a non-Home Instead business so long as that business is not owned or operated in violation of Section 6(C)(3).

(2) Do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System; or

(3) Own, maintain, operate, make loans to, or have any other financial or beneficial interest in (including any type of interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations, joint ventures, or other entities), or advise or assist, any other business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care in their homes or location of their choice. Notwithstanding the foregoing, it is not a violation of this Section 6(C)(3) for Franchisee to: (a) provide non-financial assistance or advice to other Home Instead franchisees; or (b) to directly or indirectly own, maintain, operate, make loans to, or have any other financial or

beneficial interest in another Home Instead Business so long as Franchisor has provided written authorization.

The parties acknowledge and agree that each of the covenants contained in Section 6(C) are reasonable limitations as to time, geographic area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the Confidential Information, Trade Secrets, goodwill, and other business interests of Franchisor. Franchisee agrees that breach of any covenant in Section 6(C) will cause irreparable injury to Franchisor. The parties agree that each of the covenants in Section 6(C) shall be construed as independent of any other provision of this Franchise Agreement. If all or any portion of any covenant in Section 6(C) is held unenforceable or unreasonable by a court or agency having valid jurisdiction in an unappealable final decision to which Franchisor is a party, Franchisee agrees to be bound by a lesser covenant subsumed within the terms of that covenant that imposes the maximum duty or limitation permitted by law, as if such lesser covenant were expressly set forth in Section 6(C).

D. Franchisee must fully and promptly disclose to Franchisor all ideas, concepts, methods and techniques including any improvements or additions to the System or in the method of operation, or of copyrightable works, Internet web pages or any other documents or information relating to the System, the Franchised Business, or the operation of Home Instead Businesses, or any new trade names, trademarks, service marks or other commercial symbols related to Home Instead Businesses, or any advertising and promotional ideas (collectively, the "Improvements") relating to the development or operation of a Home Instead Business conceived or developed by Franchisee or Franchisee's employees during the Term, any prior term or Renewal Term. Franchisee agrees that Franchisor has the perpetual right to use and authorize others to use the Improvements without any obligation to Franchisee for royalties or other fees. Franchisee further agrees to sign any assignment documents that Franchisor requires to transfer any ownership interest in such Improvements to Franchisor.

## 7. RELATIONSHIP OF THE PARTIES/INDEMNIFICATION

A. It is understood and agreed by the parties that this Franchise Agreement does not create a fiduciary relationship between them, that Franchisor and Franchisee are independent contractors and that nothing in this Franchise Agreement is intended to make either party a general or special agent, legal representative, subsidiary, joint venturer, partner, employee or servant of the other for any purpose. Franchisee shall not represent, and shall ensure its employees do not represent, that any such relationship exists, and shall not take any action that may reasonably lead a third party to believe that Franchisee or its employees are agents or representatives of Franchisor. It is also understood and agreed by the parties that the Franchised Business is owned and operated by Franchisee independent of Franchisor but that the terms and conditions of this Franchise Agreement are necessary and critical to protect and maintain the System.

B. Franchisee must identify itself at the premises of the Franchised Business and in all dealings with clients, lessors, contractors, suppliers, public officials and others as the

independent owner and operator of the Franchised Business under a franchise from Franchisor.

C. Franchisor has not authorized or empowered Franchisee to use the Licensed Marks except as provided by this Franchise Agreement, and Franchisee must not employ any Licensed Mark in signing any contract, lease, mortgage, check, purchase agreement, negotiable instrument or other legal obligation without the prior written consent of Franchisor, or employ any Licensed Mark in a manner that is likely to result in liability of Franchisor for any indebtedness or obligation of Franchisee, or employ any Licensed Mark in a manner that is likely to result in any confusion about Franchisee's status as an independent owner and operator of the Franchised Business.

D. Neither Franchisor nor Franchisee may make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other or represent that their relationship is other than franchisor and franchisee, and neither Franchisor nor Franchisee is obligated by or has any liability under any agreements or representations made by the other that are not expressly authorized in writing. Due to the independent ownership and operation of the Franchised Business by Franchisee and the representations by Franchisee to the public of Franchisee's independent ownership and operation of the Franchised Business, Franchisee agrees that Franchisor is not obligated for any damages to any person or property directly or indirectly arising out of the operation of the Franchised Business, whether or not caused by Franchisee's negligent or willful action or failure to act.

E. Franchisor has no liability for any sales, use, excise, gross receipts, property or other taxes, whether levied upon Franchisee, the Franchised Business or its assets, or upon Franchisor in connection with sales made, services performed or business conducted by Franchisee.

F. Franchisee agrees to indemnify and hold Franchisor and its subsidiaries, affiliates, shareholders, directors, officers, employees, agents, successors and assignees harmless against, and to reimburse them for, any loss, liability, taxes or damages (including actual, consequential and punitive damages) and all reasonable costs and expenses of defending any claim brought against any of them or any action in which any of them is named as a party (including reasonable auditor, accountant, attorney, legal and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses) which any of them may suffer, sustain or incur by reason of, arising from or in connection with (i) Franchisee's ownership or operation of the Franchised Business, whether or not expressly authorized under this Franchise Agreement, including any actions, errors or omissions of Franchisee or its employees, representatives, agents, or Principals, (ii) Franchisee's breach of this Franchise Agreement; or (iii) the Parties' relationship, unless the loss, liability or damage is solely due to Franchisor's breach of this Franchise Agreement or the gross negligence or willful misconduct of the Franchisor.

G. The indemnities and assumptions of liabilities and obligations set forth in this Section will continue in full force and effect after the expiration or termination of this Franchise Agreement.

## 8. FRANCHISE FEES

### A. INITIAL FRANCHISE FEE

If this is the initial franchise agreement entered into by Franchisee and Franchisor, Franchisee must pay Franchisor a nonrecurring initial franchise fee in the amount of fifty-four thousand dollars ($54,000), paid in full upon execution of this Franchise Agreement. The initial franchise fee is fully earned by Franchisor upon execution of this Franchise Agreement and is nonrefundable. If this is a renewal franchise agreement as contemplated under Section 15, Franchisee shall pay the renewal fee as set forth in Section 15(A). If Franchisee is purchasing a transfer business as contemplated under Section 14, Franchisee or Transferee shall pay the transfer fee as set forth in Section 14(C)(10).

### B. ROYALTY FEE AND TAX MATTERS

Franchisee agrees to pay Franchisor a non-refundable royalty fee of five percent (5%) of Franchisee's total Gross Sales as defined below. For purposes of determining the applicable royalty, annual Gross Sales will commence with the first day of operation of the Franchised Business.

The royalty fee on the Gross Sales for the previous reporting period is due and payable on such dates and in such manner as Franchisor periodically may establish and describe in the Operations Manual. Currently, the ongoing and continuing royalty fee is due and payable on the 8th and 23rd days of each month for the previous reporting period; however, Franchisees currently have their royalty fee payment obtained by automatic electronic funds transfer ("Auto Pay") by Franchisor. The royalty fee is obtained on the 15th and 30th of each month for the previous reporting period. Franchisor reserves the right to change such payment dates.

In addition to the royalty fees described above, Franchisor has the right to collect from Franchisee monthly an amount equal to any taxes, including corporate income tax, license fees, taxes on franchise fees and royalty fee payments paid by Franchisee imposed on the Franchisor by an entity of the state where the Franchised Business is located. This payment is in addition to the royalty fee payments described above.

### C. DEFINITION OF "GROSS SALES"

The term "Gross Sales" means the aggregate amount of all sales of all services and products, and other goods and services, whether for cash, on credit or otherwise, made or provided at or in connection with the Franchised Business, including all charges for services performed on behalf of clients of the Franchised Business. The term "Gross Sales" does not include: (1) any federal, state, municipal or other sales tax, goods and services tax,

value-added or other retailer's excise tax, or any other similar tax on the supply of goods and services collected from clients at the point of sale and that Franchisee pays or accrues; or (2) adjustments for net returns on salable goods and discounts allowed to clients on sales. Gross Sales will not be adjusted for uncollected accounts. For purposes of the royalty fee, the sale is made at the earlier of delivery of the service or product, or receipt of payment.

### D. ROYALTY FEE REPORTS

Each royalty fee payment must be accompanied or preceded by a royalty report itemizing the Gross Sales for the previous reporting period and any other reports required by Franchisor. Franchisee must provide Franchisor with the Gross Sales information on or before the eighth (8th) and twenty-third (23rd) days of each month (or such other dates as established by Franchisor as permitted by Section 8(B)) following the previous reporting period by facsimile transmission, email or other method of delivery Franchisor reasonably directs.

### E. ELECTRONIC FUNDS TRANSFER

By executing this Franchise Agreement, Franchisee agrees that Franchisor will withdraw funds from Franchisee's designated bank account by Auto Pay for amounts owed to Franchisor pursuant to this Franchise Agreement or otherwise. If payments are not received when due, interest may be charged by Franchisor in accordance with this Section. Franchisee must execute other documents Franchisor or Franchisee's bank requires to implement the foregoing procedure. It is a material default of this Franchise Agreement if Franchisee closes the designated bank account without first notifying Franchisor, establishing another account, and executing all documents necessary for Franchisor to process payments by Auto Pay for the new designated account.

### F. TECHNOLOGY FEE

Franchisee agrees to pay Franchisor the then-current "Technology Fee." The Technology Fee defrays direct and indirect costs of creating, implementing and supporting new and existing software and technology platforms such as hosting, integration development, server infrastructure, data standardization and support that are often not included in direct costs of those software and technology platforms and may also cover direct and indirect costs of technology built on an Honor Technology, Inc. platform. The Technology Fee also may support the development, optimization, and maintenance of reporting and analytics tools within the Growth Portal; user experience enhancements and configuration on third-party systems, including the Learning Management System (LMS), Applicant Tracking System (ATS), and client care portals; franchise business modeling tools such as the franchise growth model; and other proprietary and third-party systems designated by Franchisor as required for network operations. The Technology Fee may be adjusted at any time with sixty (60) days' prior written notice to Franchisee; provided that Franchisor will not increase the Technology Fee by more than twenty-five percent (25%) each calendar year.

## G. INTEREST ON LATE PAYMENTS

Franchisee is not entitled to withhold or set off against payments due Franchisor under this Franchise Agreement on grounds of alleged nonperformance by Franchisor or for any other reason. Any payment or report not actually received by Franchisor on or before the date due is deemed overdue. All unpaid obligations under this Franchise Agreement bear interest from the date due until paid at the lesser of (i) the prime commercial rate of interest plus three percent (3%) as reported in the Wall Street Journal per annum from time to time or by any bank or financial institution designated by Franchisor (but in no event less than twelve percent (12%) per annum), or (ii) the maximum rate (if any) allowed by applicable law. Notwithstanding anything to the contrary contained in this Franchise Agreement, no provision of this Franchise Agreement requires the payment or permits the collection of interest in excess of the maximum rate allowed by applicable law. If any excess of interest in this respect is provided for in this Franchise Agreement, or is adjudicated to be so provided in this Franchise Agreement, the provisions of this paragraph govern and prevail and neither Franchisee nor its Principals are obligated to pay the excess amounts of the interest. If for any reason interest in excess of the maximum rate allowed by applicable law is deemed charged, required or permitted, any excess shall be applied as a payment and reduction of any other amounts which may be due and owing to Franchisor, and if no payments are due and owing then the excess shall be repaid to the party that paid the interest.

Franchisee acknowledges and agrees that this Section does not constitute Franchisor's agreement to accept payments after same are due or a commitment by Franchisor to extend credit to, or otherwise finance Franchisee's operation of, the Franchised Business. Further, Franchisee acknowledges that its failure to pay all amounts when due is a material default of this Franchise Agreement and shall constitute grounds for termination of this Franchise Agreement, as provided in Section 16.

## H. APPLICATION OF PAYMENTS

Notwithstanding any designation by Franchisee, Franchisor shall be entitled to apply any payments received from Franchisee or to offset any amount owed by Franchisor to Franchisee against any past due amount owed by Franchisee to Franchisor for royalty fees, interest, purchases from Franchisor or its affiliates, marketing fund or advertising contributions, Technology Fee, or any other amount owed by Franchisee to Franchisor or its affiliates. The acceptance by Franchisor of a payment from Franchisee for less than the full amount owed shall not be deemed a waiver by Franchisor or prevent Franchisor from pursuing any of its remedies against Franchisee for failure to pay any amount owing to Franchisor in a timely manner.

## I. WITHHOLDING PAYMENTS UNLAWFUL

Franchisee will not withhold payment of any royalty, advertising contribution, Technology Fee or any other amount due to Franchisor. Any alleged non-performance or breach of Franchisor's obligations under this Franchise Agreement, or any related

agreement, does not establish a right at law or in equity for Franchisee to withhold payment due to Franchisor for royalty fees, Technology Fee, advertising contributions or any other amounts due from Franchisee to Franchisor or its affiliates.

## 9. BUSINESS IMAGE AND OPERATING STANDARDS: FRANCHISEE REQUIREMENTS

### A. OPERATION OF FRANCHISED BUSINESS

Franchisee must maintain and operate the Franchised Business in conformity with Franchisor's standards and specifications as may be modified from time to time. Franchisee must obtain, at Franchisee's cost and expense, any new or additional supplies or equipment (including computer software and related hardware and systems) as Franchisor reasonably requires for Franchisee to offer the Approved Services and to operate the Franchised Business in the manner Franchisor specifies. Except as may be expressly provided in the Operations Manual or as provided by written notice from Franchisor, no change in the Approved Services may be made by Franchisee. Franchisee must provide additional Approved Services from the Franchised Business as required by Franchisor.

### B. REBUILDING OF FRANCHISED BUSINESS/DAMAGE CAUSED BY CASUALTY

If the Office is damaged or destroyed by fire or any other casualty, Franchisee must, within thirty (30) days, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) repairs or reconstruction, in order to restore the premises of the Office to its original condition before casualty.

### C. LOCATION RESTRICTION

Franchisee agrees that the Office which it occupies, the equipment associated with the Franchised Business, and the telephone numbers used by the Franchised Business will not be used for any purpose other than the operation of a Home Instead Business in compliance with this Franchise Agreement, and that Franchisee's use of the Office, the equipment, and/or the telephone numbers utilized by the Franchised Business for any other purpose, including to operate or engage in any activities relating to the operation of a business other than a Home Instead Business, is a material default of this Franchise Agreement.

### D. STANDARDS OF SERVICE

The Franchisee must at all times give prompt, courteous and efficient service to its clients. The scope of the Approved Services provided by Franchisee must be in compliance with Franchisor's standards for Approved Services. Franchisee, its Principals, and the Franchised Business shall, in all dealings with its clients and suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, and shall not engage in any behavior or take any action that harms, or could potentially harm,

the Home Instead brand, as determined by Franchisor. Franchisee must maintain a competent, conscientious, trained staff and take steps as necessary to ensure that its employees comply with Franchisor's standards.

## E. OPERATIONS, STANDARDS AND PROCEDURES

Franchisee acknowledges and agrees the uniformity of all Approved Services provided in the operation of the Home Instead Business is important to Franchisor and other Home Instead Businesses. Franchisee agrees to maintain Franchisor's standards of quality and service in the operation of the Franchised Business and, accordingly, agrees to comply with all required specifications, standards and operating procedures (whether contained in the Operations Manual or any other electronic, written or oral communication to Franchisee) relating to the Franchised Business, as determined by Franchisor.

## F. COMPLIANCE WITH LAWS AND GOOD BUSINESS PRACTICES

Franchisee must operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations, including labor and employment laws. Franchisee must obtain and maintain in effect all required and applicable licenses, permits and certificates related to the operation of the Franchised Business. Franchisee must comply with all laws and regulations relating to privacy and data protection, and Franchisee must comply with any privacy and data protection policies and breach response policies, in addition to any policies that Franchisor periodically may establish or require.

Franchisee must protect Personal Health Information (as defined in Exhibit B) in accordance with all applicable state and federal law, and must sign a "Confidentiality of Client Health Information Agreement" in the form attached hereto as Exhibit B. Franchisee is responsible for the security of the hardware and software used in the Franchised Business, as well as the privacy and security of data Franchisee collects, uses or discloses in connection with the Franchised Business, and must maintain and regularly update antivirus, spyware and firewall protection.

Franchisee must notify Franchisor in writing within five (5) days of the commencement of any action, suit, proceeding or investigation, and of the issuance of any order, writ, injunction, or award of decree, by any court, agency, or other governmental instrumentality. Franchisee must notify Franchisor immediately of any data privacy or security incident, or suspected data breach at or in connection with the Franchised Business. In the event of a data privacy incident or data breach Franchisor may, in its discretion, require Franchisee to take reasonable investigatory actions and remediation efforts specified by Franchisor or its agent in writing.

## G. COMPLIANCE WITH ANTI-TERRORISM LAWS

Franchisee agrees to comply with and to assist Franchisor to comply with Anti-Terrorism Laws as defined below. Franchisee certifies, represents and agrees that none of its property or interests is subject to being blocked under, and that Franchisee and its

Principals are not in violation of any Anti-Terrorism Laws. The term "Anti-Terrorism Laws" shall mean Executive Order 13224 issued by the President of the United States, the USA Patriot Act, and all other existing and future federal, state and local laws, ordinances, regulations, policies and other requirements of any governmental authority addressing or relating to terrorist acts and acts of war. A violation of an Anti-Terrorism Law by Franchisee or by any of its Principals or the blocking of any Franchisee's assets or the assets of any of its Principals by application of the Anti-Terrorism Laws shall constitute good cause for the immediate termination of this Franchise Agreement, upon written notice from Franchisor to Franchisee.

## H. MANAGEMENT OF THE FRANCHISED BUSINESS; CONFLICTING INTERESTS; OTHER BUSINESS INTERESTS

The Franchised Business must at all times be under the full-time supervision of Franchisee (or one of its Principals) or an operating manager who has been approved by Franchisor in writing and has satisfactorily completed an applicable training program as required by Franchisor. If an operating manager supervises the Franchised Business, Franchisee (or the Principal approved by Franchisor) must remain active in overseeing the operations of the Franchised Business conducted under the supervision of the manager.

Franchisee must at all times faithfully, honestly and diligently perform its obligations and continuously exert its best efforts to promote and enhance the operation of the Home Instead Business. Should Franchisee fail to comply with the requirements of this Franchise Agreement, including those set forth in Section 1(G) and this Section 9, Franchisor has the right, in addition to all other remedies available, to require a Principal, if operated by a manager or another Principal, to devote full-time and personal best efforts to operating the Franchised Business to achieve the highest sales and profits possible in a manner consistent with Franchisor's standards of operation. The person who is responsible for the day-to-day supervision of the Franchised Business must devote their full attention and best efforts to, and assume responsibilities for the Franchised Business on a full-time basis and must not engage in any other business or other activity, directly or indirectly, that requires any significant management responsibility, time commitments, or otherwise may conflict with Franchisee's obligations, without prior written consent.

In the event Franchisee has more than one Principal, then one Principal, who must be approved by Franchisor in writing, must at all times own a majority of, and control, all outstanding voting interests in Franchisee.

If at any time the Franchised Business is not being managed by Franchisee (or a Franchisor-approved Principal or manager), Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on behalf of Franchisee. Franchisor's appointment of a manager of the Franchised Business does not relieve Franchisee of its obligations or constitute a waiver of Franchisor's right to terminate the Franchise Agreement pursuant to Section 16. Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased

by the Franchised Business while it is managed by Franchisor's appointed manager. If Franchisor chooses to advance such costs on behalf of Franchisee, Franchisor shall be entitled to reimbursement of all such costs. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

Further, Franchisee must disclose to Franchisor any direct or indirect ownership interest in, or affiliation with, any entity or business (other than ownership of publicly traded securities) held by Franchisee, any of its Principals, or any other related parties as described in the Operations Manual, whether such interest or affiliation is existing or proposed. At Franchisor's request, Franchisee must also disclose such interest or affiliation to other Home Instead Businesses if such entity or business offers, markets, or sells products or services to Home Instead Businesses.

## I. INSURANCE

During the Term, Franchisee must maintain in force, under policies of insurance issued by insurers, the required types of insurance at minimum levels of coverage as outlined in this Franchise Agreement. All insurance policies shall be written by an insurance company or companies satisfactory to Franchisor, in compliance with the standards, specifications, coverage and limits set forth in the Operations Manual or otherwise provided to Franchisee in writing. All insurance policies (excluding workers' compensation policies) must be issued by an insurance carrier rated A or better by Alfred M. Best & Company, Inc. or meet such other rating or criteria Franchisor may establish from time to time.

Franchisor may also reasonably increase the minimum required liability coverage annually and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards in the industry, or other relevant changes and circumstances. To the extent Franchisee obtains a single policy for two (2) or more Home Instead Businesses, Franchisor periodically will determine the levels of insurance coverage that Franchisee must obtain and other requirements that Franchisee must satisfy for each Home Instead Business covered by such policy. Franchisee must submit to Franchisor annually a copy of the certificate of insurance or other evidence as Franchisor may direct of the renewal or extension of each such insurance policy or any modifications to any such insurance policies. If at any time Franchisee fails or refuses to maintain in effect any insurance coverage required by Franchisor, or to furnish satisfactory evidence of such insurance, Franchisor may, at its option and in addition to other rights and remedies Franchisor may have, obtain insurance coverage, on Franchisee's behalf, and Franchisee agrees to properly execute any applications or other forms or instruments required to obtain any such insurance and pay to Franchisor on demand any cost and premiums incurred by Franchisor.

At all times during the Term, Franchisee must maintain in force, at its sole expense, on a primary basis with Franchisor, at least the amounts and types of insurance as set forth in the Operations Manual, but in no event less than the types and amounts set forth below, naming Franchisor as an additional insured:

(1) Commercial general liability insurance, including bodily injury, property damage, personal injury, products and completed operations liability coverage with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate;

(2) Workers' compensation and employer's liability to meet statutory requirements of Franchisee's state(s) of operation. Franchisee must maintain workers' compensation and employer's liability insurance coverages regardless of whether required by applicable law;

(3) Commercial property insurance written on a special form (all-risk)at replacement value, including building and its contents, the cost of business interruption, and extra expenses incurred during an interruption;

(4) Theft of client's property crime coverage with a minimum per-occurrence limit of twenty-five thousand dollars ($25,000);

(5) Automobile liability insurance for all owned, non-owned and hired automobiles with a single limit coverage of not less than one million dollars ($1,000,000);

(6) An umbrella or excess liability policy in the amount of not less than one million dollars ($1,000,000);

(7) Professional liability insurance with a minimum coverage of one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) in the aggregate;

(8) Employment Practices Liability Insurance with minimum coverage of five hundred thousand dollars ($500,000) per claim and one million dollars ($1,000,000) aggregate; and

(9) Other insurance as may be required by the state or locality in which the Franchised Business is located and operated.

All insurance policies must be issued by the insurance carrier or insurance carriers acceptable to Franchisor and must name Franchisor and its affiliates and their respective shareholders, directors and officers as additional insured parties, must contain a waiver of insurance company's right of subrogation against Franchisor and must provide that Franchisor will receive thirty (30) days' prior written notice of termination, expiration, cancellation or amendment of policy.

Franchisee is required to submit to Franchisor within ninety (90) days after execution of the Franchise Agreement a copy of the certificate of insurance and other evidence of compliance with the requirements in this Section as Franchisor periodically requires. Franchisee's obligation to obtain and maintain these insurance policies in the

amounts specified will not be limited in any way by reason of any insurance that Franchisor may maintain, nor does Franchisee's purchase of required insurance relieve Franchisee of liability under the indemnity obligations described in Section 7. Franchisee's obligations to obtain insurance under this Section are separate and independent of Franchisee's indemnity obligations. Franchisor does not represent or warrant that any insurance that Franchisee must purchase will provide adequate coverage for Franchisee. The insurance requirements specified in the Franchise Agreement are for Franchisor's protection. Franchisee should consult with its own insurance agents, attorneys and other insurance advisors to determine the level of insurance protection it needs and desires in addition to the coverage and limits that Franchisor requires.

## J. APPROVED SERVICES

Franchisee agrees that the Franchisee and the Franchised Business will only offer and provide the Approved Services and no other products or services. The Approved Services may include services which may require Franchisee to obtain licensing as a requirement of offering such service. In such case, Franchisee agrees that it will become licensed to provide such service. Franchisor reserves the right to change, substitute or modify the scope of permissible Approved Services to be offered by Franchisee from the Franchised Business. Franchisor's determination that a specific service cannot be provided by Franchisee will control, regardless of any state law, regulation or license that allows such service. Franchisee is responsible for compliance with all applicable laws, ordinances or regulations and with all federal, state or local licensing requirements required to offer the Approved Services.

## K. APPROVED SUPPLIERS

Recognizing that the Approved Services must conform to Franchisor's standards and specifications, Franchisee hereby agrees to purchase all equipment, goods and services used in the Franchised Business only from Franchisor or from other approved suppliers or designated suppliers that are designated in writing by Franchisor (which may include or be limited to Franchisor or its affiliates). If Franchisee desires to purchase an approved equipment, good or service used in the Franchised Business from an alternative supplier, Franchisee must comply with the alternative supplier approval requirements described in the Operations Manual. Franchisee may not request an alternative supplier for any designated supplier.

Franchisee must purchase and use Franchisor's designated software, technology, services, or systems to operate the Franchised Business ("Required Systems"), which Franchisee must acquire from Franchisor, its affiliate, or a designated supplier. Franchisor has the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware to be used by, between or among franchisees, and in accordance with Franchisor's standards, including back office systems, data, audio, video (including managed video security surveillance), telephone, voice messaging, retrieval, and transmission systems for use at the Franchised Business; physical, electronic, and other security systems and measures; printers and other peripheral devices;

archival back-up systems; internet access mode (e.g., form of telecommunications connection) and speed; technology used to enhance and evaluate the consumer experience; connectivity service; and supply chain management programs. Franchisee must sign the then-current form of a "Software Access Agreement" in connection with Franchisee's use of such required software programs in the form attached hereto as Exhibit C.

Franchisee must pay Franchisor or its designated supplier the then-current fees for use of any Required Systems, including any license, maintenance, support or other fees. Franchisor reserves the right to change, update, replace or eliminate the Required Systems from time to time at Franchisee's expense. Franchisee must use, and at Franchisor's discretion, pay for all future updates, supplements and modifications to the required software programs.

If Franchisor arranges for the collective purchase of Required Systems or any optional software, technology, services, or systems ("Optional Systems") from a third-party vendor, Franchisor may additionally either charge Franchisee a bulk purchasing administrative fee of up to ten percent (10%) of the regular (undiscounted) price of such Required System or Optional System, or retain a portion of any cost savings, volume discounts, rebates, or similar benefits negotiated with the vendor. In either case, the amount retained or charged by Franchisor will not exceed ten percent (10%) of the undiscounted price of the applicable Required System or Optional System.

Franchisee acknowledges that, in using Franchisor's or a third party's software in operating the Franchised Business, Franchisee must comply with all local, state and federal laws and is responsible for the accuracy of all information entered into, contained in, generated by or accessible from such software. Franchisee further acknowledges that Franchisor disclaims any and all warranties relating to such software and Franchisee's use of the software, including warranties of merchantability or fitness for a particular purpose. Franchisee is solely responsible for protecting itself from disruptions, Internet access failures, Internet content failures and attacks by hackers and other unauthorized intruders and Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures or attacks.

## L. NO PRIVACY EXPECTATION

Franchisee shall have no expectation of privacy with respect to any email accounts, other systems, and/or records used or maintained by the Franchised Business. Franchisee authorizes Franchisor to access and search such email accounts, other systems and/or records, and their contents and will obtain any necessary consents to allow Franchisor access to same. In the event that Franchisor accesses any email account, other system, and/or records, such access shall be for Franchisor's sole benefit and not for the purposes of benefiting Franchisee or assisting Franchisee with its operations.

Similarly, to ensure that Franchisee is maintaining Franchisor's quality of service in the operation of the Franchised Business, Franchisor may record, monitor and evaluate telephone calls made to or arising from the Franchised Business. Franchisee consents to

such monitoring, recording and evaluation and shall have no expectation of privacy with respect to the phone calls made to or arising from the Franchised Business. Federal, state or local law may require the express consent of any party to a call recording. It is Franchisee's responsibility to understand and comply with these requirements that apply to its Franchised Business.

Franchisee hereby consents to Franchisor obtaining, using and disclosing to third parties (including prospective franchisees, financial institutions, legal and financial advisors), for any purpose or as may be required by law, any financial or other information contained in or resulting from information, data, materials, statements and reports received by Franchisor or disclosed to Franchisor in accordance with this Franchise Agreement.

## 10. ADVERTISING/PRICING

A. Recognizing the value of uniform advertising to the goodwill and public image of Home Instead Businesses, Franchisor has developed advertising materials which Franchisee shall purchase from Franchisor. Franchisor will provide Franchisee with an initial package of advertising materials. Franchisee will, at its expense, make such modifications as may be required to use such advertising materials in the state in which Franchisee operates the Franchised Business. Franchisor will have the right to review and approve all proposed modifications to such advertising materials and will retain all rights, title and interest in and to such advertising materials, as modified.

B. Franchisee may develop advertising materials for use in Franchisee's local market but, before their use by Franchisee, samples of all local advertising and promotional materials not prepared or previously approved by Franchisor must be submitted to Franchisor for approval, which shall not be unreasonably withheld. Franchisee must submit any unapproved materials to Franchisor who will approve or disapprove such materials within thirty (30) days of receipt. Franchisee must not use any unapproved plans or materials until Franchisor has approved them, and must, upon Franchisor's notice, promptly discontinue using any advertising or marketing materials, whether previously approved by Franchisor or not, except as otherwise provided in this Franchise Agreement. Other than contributions made to the Fund (defined below in Section 11), Franchisee currently is not required to spend a percentage of its Gross Sales to advertise and promote its Franchised Business.

C. Franchisee must list and advertise the Franchised Business in a form and manner acceptable to Franchisor and which is accessible to the general public in Franchisee's Protected Area which may include yellow page listings and advertisements, on-line directories and localized websites.

D. Franchisee must conform all of its advertising and promotions to the Franchisor's standards and requirements set forth in the Operations Manual or otherwise.

E. To the extent permitted by applicable law, Franchisor may set minimum and maximum prices on all goods and services sold at or in connection with the Franchised Business.

## 11. MARKETING

Recognizing the value of advertising, marketing and public relations programs and the importance of the standardization of advertising and marketing programs to further the goodwill and public image of the System, Franchisee agrees that Franchisor may develop and administer marketing, advertising, public relations and sales promotion programs designed for the Home Instead Businesses in the System. Franchisee expressly understands, acknowledges and agrees that in all phases of such marketing, advertising and promotions including the type, quantity, timing, placement and choice of media, market areas, selection of advertising agencies and public relations firms, Franchisor's decision shall be final and binding. Franchisee may be required to participate actively in such advertising, public relations and sales promotion programs in full and complete compliance with such terms and conditions as Franchisor may establish from time to time.

Franchisor uses photographs, accounts, testimonials, biographical and other information of Franchisee or its Principals in connection with advertising and promoting the Home Instead brand and developing and disseminating educational materials on various older adult, caregiving and related issues. Franchisee authorizes and permits Franchisor to take photographs and videos, make voice recordings, interview, and obtain accounts of spoken and written thoughts and biographical information of Franchisee (and its Principals), and to use, display and distribute such materials, in whole or in part, and permit others to do so, via any media, in connection with any works Franchisor and third parties on behalf of Franchisor may create including in or in connection with any advertising, educational and promotional materials.

### A. MARKETING FUND

Franchisor has initiated, and will maintain and administer, a marketing fund (the "Fund") for the Home Instead network. Franchisor will direct all Fund programs with the right to make decisions concerning the creative concepts, materials, endorsements and media used and the placement and allocation of all advertising, marketing and public relations materials. Franchisor has the right to determine the composition of all geographic territories and market areas for the development and implementation of the Fund's advertising, marketing and public relations programs. The Fund's programs and activities are intended to maximize public awareness of all Home Instead Businesses, and Franchisor is under no obligation to ensure that Franchisee or any other franchisee benefits directly or proportionately from the placement of such advertising, marketing and public relations programs and activities.

Franchisee must contribute to Franchisor for the Fund an amount equal to up to two percent (2%) of the Gross Sales of the Franchised Business, which must be paid by Auto Pay, or as otherwise required by Franchisor. The start date for Franchisee's Fund

contribution will occur in the first one-half month that Franchisee invoices Gross Sales of its Franchised Business. The percentage of Gross Sales (up to the two percent (2%) maximum) that must be contributed by Franchisee to the Fund will be determined by Franchisor. Franchisee must sign an electronic funds transfer or such other forms Franchisor may require to effect payment by Auto Pay.

The Fund may be used to meet all costs and expenses related to the promotion of the Licensed Marks, the Home Instead network and Home Instead Businesses, including the following programs and activities:

(1) Maintaining, administering, directing and preparing multi-national, national, regional or local advertising materials; placing multi-national, national, regional and local advertising programs and public relations activities, including the cost of preparing and conducting public relations programs and television, radio, direct mail, magazine, billboard, newspaper, Internet and other media advertising and marketing activities; and conducting related marketing meetings for franchisees;

(2) Employing advertising and marketing agencies and utilizing Franchisor's administrative personnel to perform advertising, marketing and public relations services;

(3) Developing promotional brochures and advertising materials for all Home Instead Businesses for purchase by franchisees;

(4) Conducting market research, testing and development of new services considered for Home Instead Businesses;

(5) Reimbursement of Franchisor's administrative and personnel costs and overhead associated with advertising, marketing, telemarketing, public relations, market research, product development, and payment for consultants providing services in consumer research and any expenses related thereto;

(6) Establishing and promoting the National Accounts Program as well as other strategic partnerships designed to create brand awareness; and

(7) Any and all other brand awareness, marketing, promotional and preservation activities.

The media in which the advertising may be disseminated includes print, point of purchase, radio, television, direct mail, electronic, billboard, and such other avenues as Franchisor may select. The media coverage may be local, regional, national or multi-national. The source of the advertising may be in-house advertising and marketing personnel, local, regional, national or multi-national advertising or marketing agencies, or freelance artists.

The Fund may advertise locally, regionally, nationally or multi-nationally in printed materials, on the Internet, on radio or television, or in any other manner as Franchisor determines. The Fund may periodically provide Franchisee with samples of advertising, marketing, and promotional formats and materials and public relation materials. The Fund will reimburse Franchisor for Franchisor's direct costs of producing these materials.

Franchisor may make available for purchase by Franchisee advertising and marketing materials, direct mail materials, merchandising materials, special promotions, public relations materials and similar or dissimilar advertising and marketing materials which may be produced by the Fund.

Franchisor will account for the Fund separately from other funds and may not use the Fund for Franchisor's general operating expenses, with the exception that Franchisor may use the Fund to pay the reasonable salaries and benefits of personnel who manage and administer the Fund, for the Fund's other administration costs, travel expenses of personnel while they are on Fund business, meeting costs, overhead relating to Fund business and other expenses that Franchisor incurs in activities reasonably related to administering or directing the Fund and its programs, including conducting market research; public relations; preparing advertising, promotion and marketing materials; and preparing an accounting for Fund contributions.

Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions of franchisees to the Fund in that year and Franchisor may make loans to the Fund. Franchisor may cause the Fund to invest the surplus for future use by the Fund. Franchisor will prepare an unaudited annual report of the operations of the Fund. Franchisor will provide Franchisee a copy of the unaudited annual report of the Fund for the most recent calendar year upon reasonable written request.

The Fund is intended to maximize recognition of the Licensed Marks and utilization of Home Instead Businesses. Although Franchisor will try to use the Fund to develop advertising and marketing materials and programs, and to place advertising and marketing and public relations materials that will benefit all Home Instead Businesses, Franchisor need not ensure that Fund expenditures in or affecting any geographic area are proportionate or equivalent to Fund contributions by Home Instead Businesses operating in that geographic area or that any Home Instead Business will benefit directly or in proportion to its Fund contributions from the development of advertising and marketing materials or from the placement of advertising. The Fund is not a trust or escrow account, and Franchisor has no fiduciary obligations regarding the Fund.

Franchisor may use collection agents and institute legal proceedings to collect Fund contributions at the Fund's expense. Franchisor also may forgive, waive, settle and compromise all claims by or against the Fund. Franchisor assumes no other direct or indirect liability or obligations to Franchisee for collecting amounts due to, maintaining, directing, or administering the Fund.

Franchisor may at any time defer or reduce Franchisee's Fund contributions and, upon thirty (30) days' prior written notice to Franchisee, reduce or suspend Fund contributions and operations for one or more periods of any length of time and terminate (and, if terminated, reinstate) the Fund. Although the Fund is intended to be perpetual, Franchisor may terminate the Fund at any time. If Franchisor terminates the Fund, Franchisor will either (a) distribute all unspent monies to franchisees, and to Franchisor and Franchisor's affiliates, in proportion to franchisees' and Franchisor's respective Fund contributions during the preceding twelve (12) month period; or (b) use all contributions paid to the Fund for the remaining activities of the Fund.

### B. FRANCHISEE MARKETING ADVISORY COUNCIL

Franchisor may form and Franchisee agrees to participate in, if requested, one or more councils of franchisees to consult with and advise Franchisor regarding marketing plans, advertising programs, public relations activities, client surveys, and marketing research or other matters related to the Fund. Franchisor may use the existing Franchise Exchange Council ("FEC") to provide this function, or Franchisor may form another council ("Council") comprised of franchisees appointed by Franchisor. Franchisor retains the authority and responsibility for all matters before the FEC and/or Council, but will consider the recommendations of the FEC and/or Council. All decisions of the Franchisor will control. The FEC and/or Council cannot bind Franchisor and will serve in an advisory capacity only. Franchisor has the right to form, change or dissolve the FEC and/or Council.

### C. OPERATIONS MANUAL FUND PROVISIONS

Notwithstanding the foregoing provisions in this Section, the specific terms of the Fund, including the amount of required Fund contributions, the permitted uses of the Fund, and the annual and other marketing plans for the Fund are set forth in the Operations Manual, which has the full force and effect of this Franchise Agreement. Franchisor may update the relevant sections of the Operations Manual from time to time to add to or otherwise modify the terms of the Fund, the permitted uses of the Fund and/or the annual and other marketing plans for the Fund. Franchisee must comply with all such modifications at its expense.

## 12. RECORDS AND REPORTS

### A. ACCOUNTING AND RECORDS

During the Term, Franchisee will, at its own expense, maintain, and preserve for such period of time as is required under applicable laws, full, complete and accurate books, records and accounts including service contracts with its clients, employment agreements, employment time records, purchase orders, payroll records, check stubs, bank statements, financial statements, sales tax records and returns, cash receipts and disbursements, journals and ledgers, records of payment transactions and accounting and other records, and backup or archive records maintained on any computer system, and any other information required in writing by Franchisor (the "Business Records") in the form and

manner Franchisor prescribes in the Operations Manual or otherwise in writing. Any and all Business Records must be maintained in accordance with generally accepted accounting principles as applicable.

### B. REPORTS AND TAX RETURNS

Franchisee must furnish to Franchisor copies of the Business Records and reports designated by Franchisor and other information and supporting records as Franchisor prescribes. All financial statements, reports and information must be on forms approved by Franchisor and signed and verified by Franchisee.

Franchisee must maintain readily available for inspection by Franchisor, and must furnish to Franchisor upon its request, exact copies of all federal, state, or local sales tax returns and portions of Franchisee's federal, state, and local income tax returns which accurately represent the operation of the Franchised Business. In addition, Franchisee, at its expense, must furnish to Franchisor (and its agents) for inspection or audit the Business Records requested by Franchisor at locations Franchisor reasonably requests (including Franchisor's office) and must afford Franchisor (and its agents) full and free access to the Business Records during regular business hours. Franchisor (and its agents) has the right to extract from, and make copies of, all Business Records.

### C. DATABASE AND COMPUTER SOFTWARE SYSTEM RECORDS

During the Term and subject to the restrictions respecting Franchisee's use of such data and Franchisor's rights respecting Confidential Information, Franchisor and Franchisee will jointly own all client or client data produced by or otherwise contained in any database and/or computer software system used in connection with the operation of the Franchised Business (collectively, the "Client Data"), whether located at the Franchised Business or otherwise, including client and Care Pro lists. While Franchisor and Franchisee jointly own the data, Franchisee is solely responsible for compliance of the Franchised Business with applicable privacy, security, and breach laws. Franchisee will be responsible for obtaining all client/customer consents necessary to allow Franchisor to use the Client Data for various purposes as Franchisor periodically may determine. During the Term, Franchisor shall have the right to immediately access such Client Data at all times, and in the event of a material breach of any provision of this Franchise Agreement, expiration of this Franchise Agreement or termination of this Franchise Agreement, all rights in and ownership of the Client Data and Care Pro lists will transfer to Franchisor without further consideration, notice to or consent of Franchisee.

## 13. INSPECTION AND AUDITS

### A. THE FRANCHISOR'S RIGHT TO INSPECT THE FRANCHISED BUSINESS

To determine whether Franchisee is complying with this Franchise Agreement, including the Operations Manual, or applicable law, Franchisor has the right at any time

during normal business hours, and without prior notice to Franchisee, to conduct inspections, audits or other compliance reviews of the Business Records and the Franchised Business and all related records, reports and information. Franchisee must fully cooperate with representatives of Franchisor making any such inspection, audit or review.

If any inspection, audit or review discloses non-compliance with this Franchise Agreement, the Operations Manual, or applicable law, Franchisee must reimburse Franchisor for all its actual costs.

Franchisor may also require Franchisee (at Franchisee's expense) to enroll or maintain enrollment in a third-party audit and/or validation program related to data privacy and security, the results of which are monitored by Franchisor.

### B. THE FRANCHISOR'S RIGHT TO EXAMINE BOOKS AND RECORDS

Franchisor has the right at any time during business hours, without prior notice to Franchisee, to examine or audit, or cause to be examined or audited, the Business Records, cash control devices, bookkeeping and accounting records, bank statements, sales and income tax records and returns and other books and records of the Franchised Business; the books and records of any corporation, partnership or limited liability company which holds or has an ownership interest in Franchisee, the Franchise Agreement or the Franchised Business; and any books and records of any entity of which Franchisee or its Principals has an ownership interest. Franchisee must fully cooperate with representatives of Franchisor and independent auditors or accountants hired by Franchisor to conduct any examination or audit. Franchisee shall provide to Franchisor, and hereby consents to Franchisor's access to, ongoing and full access to all data and information maintained in connection with the operation of (i) the Franchised Business; (ii) any legal entity that has an ownership interest in Franchisee or the Franchised Business; and (iii) any legal entity of which Franchisee or its Principals have an ownership interest.

If any examination or audit discloses an understatement of Gross Sales, Franchisee must pay to Franchisor, within fifteen (15) days after receipt of the examination or audit report, the fees due on the amount of the understatement, plus interest (at the rate and on the terms provided in this Franchise Agreement) from the date originally due until the date of payment. Further, if the examination or audit is made necessary by the failure of Franchisee to furnish reports, supporting records, financial statements or other documents or information, as required, or failure to furnish reports, records, financial statements, documents or information on a timely basis, or if an understatement of Gross Sales for any month is determined by any examination or audit to be greater than two percent (2%) of reported Gross Sales, Franchisee must reimburse Franchisor for the cost of the audit or examination, including the charges of any independent auditors or accountants and the travel expenses, room and board and compensation of employees and/or agents of Franchisor, together with Franchisor's actual costs for any additional administrative or professional services incurred in connection with such examination or audit.

Notwithstanding any forms and documents which Franchisee may have executed, Franchisee appoints Franchisor its true and lawful attorney-in-fact with full power and authority for the sole purpose of obtaining any and all returns and reports Franchisee files with any state and/or federal taxing authority. This power of attorney survives the expiration or termination of this Franchise Agreement.

## 14. TRANSFER OF INTEREST

### A. BY THE FRANCHISOR

Franchisor has the right to transfer or assign this Franchise Agreement, the System or the Licensed Marks, and to assign or delegate all or any part of its rights or obligations under this Franchise Agreement to any person or legal entity without the consent of Franchisee or any Principal.

### B. FRANCHISEE MAY NOT ASSIGN OR SELL WITHOUT APPROVAL OF THE FRANCHISOR

Franchisee acknowledges and agrees that the rights and duties created by this Franchise Agreement are personal to Franchisee and that Franchisor has granted this franchise in reliance upon the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of Franchisee and the Principals. Unless otherwise expressly permitted by the terms of this Franchise Agreement, any assignment, sale, conveyance, pledge, sublicense or sub-franchise arrangement or any other attempted transfer (in each case, a "Transfer"), either directly or indirectly, of (1) any interest in this Franchise Agreement, (2) any interest in the Franchised Business, (3) any of the assets of Franchisee related to the operation of the Franchised Business, (4) any or all of the ownership interests in Franchisee or any Principal (including by merger or consolidation, by issuance of additional securities, by conversion, by creation of an additional interest, through a divorce proceeding, by will or transfer in trust or the laws of the intestate succession) without Franchisor's prior written approval (subject to Section 14(C) below) shall be void and have no effect and shall not transfer any rights to or interests in this Franchise Agreement, the Franchised Business or the Franchisee. Further, any acceptance by Franchisee or any of the Principals of an attempted Transfer, either directly or indirectly, for themselves or through, on behalf of, or in conjunction with any person, persons, partnership, limited liability company, corporation or other entity or arrangement, of (1) any interest in another franchise agreement between Franchisor or any other Home Instead Business, (2) any interest in another Home Instead Business, (3) any of the assets of any other Home Instead Business related to the operation of such Home Instead Business, or (4) any or all of the ownership interests in another Home Instead franchisee or Principal thereof (as defined in such other franchise agreement) (including by merger or consolidation, by issuance of additional securities, by conversion, by creation of an additional interest, through a divorce proceeding, by will or transfer in trust or the laws of intestate succession) without Franchisor's prior written approval shall be void and have no effect and shall not transfer any rights to or interests in such franchise agreement, such

other Home Instead Business or such other franchisee, and shall constitute a material default of this Franchise Agreement by Franchisee and the Principals.

### C. CONDITIONS FOR APPROVAL OF ASSIGNMENT OR SALE OF ASSETS

If Franchisee is in full compliance with this Franchise Agreement, Franchisor shall not unreasonably withhold its approval of a Transfer, provided that the proposed assignee, buyer, or other transferee and all principals thereof (the "Transferee") is of good moral character and has sufficient business experience, aptitude and financial resources to own and operate the Franchised Business and otherwise meets Franchisor's then applicable standards for franchisees, as determined by Franchisor, and further provided that Franchisor may require that any one or more of the following conditions be met before, or concurrently with, the effective date of any Transfer:

(1) all of the accrued monetary obligations and all other obligations of Franchisee or any of its affiliates to Franchisor or any of its affiliates arising under this Franchise Agreement or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates must be satisfied in a timely manner and Franchisee must satisfy all trade accounts and other debts, of whatever nature or kind, in a timely manner;

(2) Franchisee and its affiliates must not be in default of any provisions of this Franchise Agreement, or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates, and Franchisee must have substantially and timely complied with all the terms and conditions of all agreements during the Term;

(3) to the extent allowed under applicable law, the Franchisee and the Principals (if applicable) must execute a general release in a form satisfactory to Franchisor, releasing Franchisor, its affiliates and the officers, directors, shareholders, partners, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, of any and all claims including claims arising under this Franchise Agreement and claims made under federal, state and local laws, rules and regulations;

(4) the Transferee must submit to a criminal and credit background investigation;

(5) the Transferee must: (a) enter into a written agreement, in a form satisfactory to Franchisor, assuming and agreeing to perform from the date of the Transfer, all obligations, covenants and agreements contained in this Franchise Agreement; or (b) at Franchisor's option, execute the standard form franchise agreement then being offered to new franchisees, and such other ancillary agreements as Franchisor may require, which agreements may differ from the terms in this Franchise Agreement, but the Transferee will not be required to pay any

initial franchise fee; and Transferee's shareholders, partners, members, holders of direct or indirect beneficial interest in the securities of Transferee, or other investors, and each of their spouses, as applicable, must execute such agreements and guarantee Franchisee's performance of all obligations, covenants and agreements as Transferee's principals and as Franchisor requires;

(6) the Transferee, at its expense, must renovate, modernize and otherwise upgrade the Franchised Business to conform to the then-current standards and specifications of the System, including transitioning to any new software and hardware Franchisor may require, and must complete the upgrading and other requirements within the time period Franchisor reasonably specifies;

(7) Franchisee shall be liable for all the obligations to Franchisor in connection to the Franchised Business incurred before the effective date of the Transfer and must execute any and all instruments Franchisor reasonably requests to evidence that liability;

(8) Franchisee agrees that it shall be liable for and, upon Franchisor's request, immediately reimburse Franchisor for any and all amounts paid by Franchisor, including amounts paid to the Transferee and/or clients, which expenditures Franchisor determines are reasonably necessary to protect or prevent injury to the Home Instead brand, the System, the Licensed Marks and/or the goodwill generated by or associated with same;

(9) the Transferee, the Transferee's operating principal, general manager and/or any other applicable Franchised Business personnel must successfully complete any training programs then in effect for franchisees of Home Instead Businesses upon terms and conditions Franchisor reasonably requires;

(10) Franchisee or Transferee must pay a transfer fee to Franchisor of twenty-five thousand dollars ($25,000); provided that if Principals who directly own at least 50.1% of the ownership interests of the Franchisee entity prior to the Transfer continue to own directly at least 50.1% of the ownership interests after the Transfer, then the transfer fee will be equal to nine thousand dollars ($9,000);

(11) the material terms and conditions of the Transfer, including without limitation the price and payment terms must be commercially reasonable and not so burdensome as to materially affect or be reasonably likely to adversely affect the future operations of the Franchised Business by the Transferee or Transferee's ability to comply with Franchisor's then-current franchise agreement, standards, or policies;

(12) Franchisee and each Principal must execute an agreement, in a form satisfactory to Franchisor, in which Franchisee and each Principal covenants to observe all applicable post-termination obligations, including the non-competition covenant in favor of Franchisor and the Transferee, as described in Section 17;

(13) Franchisee must enter into an agreement with Franchisor agreeing to subordinate any of Franchisee's rights against Transferee (such as for deferred purchase price) to Franchisor's rights against Transferee (such as for royalty fees); and

(14) Franchisee must execute all required documentation and be responsible for and pay all transfer fees which may be required to transfer any and all licenses for software used in the operation of the Franchised Business to Transferee. Franchisee acknowledges and agrees that any fees relating to the licensing or use of such software paid by Franchisee prior to the Transfer are non-refundable; and

(15) Franchisee must obtain or possess all state requirements or licenses necessary to offer the Approved Services in the Protected Area; and

(16) if the Transferee is an existing Home Instead franchisee or is acquiring multiple Home Instead Businesses, Transferee must comply with other conditions that Franchisor may reasonably require for multi-unit owners related to the Transfer.

Franchisor may expand upon, and provide more details related to, the conditions for transfer and Franchisor's consent as described in this Section and may do so in the Operations Manual or otherwise in writing. Franchisor's consent to a Transfer does not constitute a waiver or release of any claims it may have against the Franchisee, nor is it deemed a waiver or release of Franchisor's right to demand exact compliance by the Transferee with the terms or conditions of any agreement between Franchisor and Transferee.

Franchisor reserves the right to discuss with and disclose to prospective Transferees information Franchisor determines may be relevant to a prospective Transferee's decision with respect to a contemplated Transfer, including information regarding (a) the services Franchisee currently provides, or (b) licenses required by the state in which Franchisee operates the Franchised Business. Franchisee acknowledges and agrees that Franchisor may withhold approval of a Transfer to a Transferee if Franchisor determines that the consideration to be paid by the prospective Transferee to the Franchisee for the Franchised Business exceeds the fair market value of the Franchised Business or Franchisor reasonably believes that the conditions of the sale to and/or the debt to be incurred by the Transferee are commercially unreasonable or so burdensome or reasonably likely to adversely affect the future operation of the Franchised Business or Transferee's ability to comply with Franchisor's then-current franchise agreement, standards, or policies.

## D. DEATH, DISABILITY OR INCAPACITATION OF FRANCHISEE

Upon the death, permanent disability or mental or physical incapacitation of any Principal of Franchisee that adversely affects Franchisee's ability to competently operate the Franchised Business, as determined by Franchisor, the executor, administrator, conservator or other personal representative of that person, or the remaining Principals,

must appoint a competent manager within a reasonable time, not to exceed ten (10) days from the date of death, incapacitation or permanent disability. The person appointed must be approved by Franchisor through Franchisor's customary process and must successfully complete the Franchise Training Program. If the Franchised Business is not being managed by a Franchisor-approved manager within ten (10) days after death, incapacitation or permanent disability, Franchisor is authorized, but is not required, to immediately appoint a manager to maintain the operations of the Franchised Business for and on behalf of Franchisee until an approved assignee is able to assume the management and operation of the Franchised Business or the Franchised Business ceases operations. Franchisor's appointment of a manager of the Franchised Business does not relieve Franchisee of its obligations, and Franchisor is not liable for any debts, losses, costs or expenses incurred in the operations of the Franchised Business or to any creditor of Franchisee for any products, materials, supplies or services purchased by the Franchised Business during any period in which it is managed by Franchisor's appointed manager. Franchisor has the right to charge a reasonable fee for management services and to cease to provide management services at any time.

Upon the death or permanent disability of Franchisee (or a Principal who has been approved by Franchisor as a manager of the Franchised Business), the executor, administrator, conservator or other personal representative must transfer such Franchisee's or Principal's interest within a reasonable time, not to exceed twelve (12) months from the date of death or permanent disability, to a person approved by Franchisor. Approval of a transfer will not be unreasonably withheld. Transfers, including transfers by devise or inheritance, are subject to all the terms and conditions for assignments and transfers contained in this Section. Failure to so dispose of this interest within that period of time constitutes grounds for termination of this Franchise Agreement.

## E. PUBLIC OR PRIVATE OFFERINGS

Subject to the restrictions and conditions of transfer contained in this Section, if Franchisee or any Principal attempts to raise or secure funds by the sale of securities (including common or preferred shares, bonds, debentures or general or limited partnership interests) in Franchisee or any of its affiliates, Franchisee, recognizing that the written information used may reflect upon Franchisor, agrees to submit any written information to Franchisor before its inclusion in any registration statement, prospectus or similar offering circular or memorandum. The written consent of Franchisor pursuant to this Section does not imply or constitute the approval of Franchisor with respect to the method of financing, the offering literature submitted to Franchisor or any other aspect of the offering. No information respecting Franchisor or any of its affiliates shall be included in any securities disclosure document, unless the information has been furnished by Franchisor, in writing, pursuant to the written request of the Franchisee stating the specific purpose for which the information is to be used. Should Franchisor object to any reference to Franchisor or any of its affiliates or any of their businesses in any registration statement, offering literature or prospectus, then the registration statement, offering literature or prospectus shall not be

used unless and until the objections of Franchisor are withdrawn. Franchisor assumes no responsibility for the offering whatsoever.

The prospectus or other literature utilized in any offering must contain the following language in bold-face type on the first textual page:

> **"NEITHER HOME INSTEAD, INC. NOR ANY OF ITS AFFILIATES IS DIRECTLY OR INDIRECTLY THE ISSUER OF THE SECURITIES OFFERED. NEITHER HOME INSTEAD, INC. NOR ANY OF ITS AFFILIATES ASSUMES ANY RESPONSIBILITY WITH RESPECT TO THIS OFFERING OR THE ADEQUACY OR ACCURACY OF THE INFORMATION SET FORTH, INCLUDING ANY STATEMENTS MADE WITH RESPECT TO ANY OF THEM. NEITHER HOME INSTEAD, INC. NOR ANY OF ITS AFFILIATES ENDORSES OR MAKES ANY RECOMMENDATION WITH RESPECT TO THE INVESTMENT CONTEMPLATED BY THIS OFFERING."**

Franchisee and each of its owners agree to indemnify, defend and hold harmless Franchisor and its affiliates, and their respective shareholders, members, officers, directors, employees and agents, from any and all claims, demands, liabilities, and all costs and expenses (including reasonable attorneys' fees) incurred in the defense of claims, demands or liabilities, arising from the offer or sale of securities, whether asserted by a purchaser of any security or by a governmental agency.

## F. FRANCHISOR'S RIGHT OF FIRST REFUSAL

If Franchisee or any Principal at any time attempts to sell or to transfer for consideration all or substantially all of the Franchised Business or an ownership interest in Franchisee, Franchisee must provide written notice to Franchisor of its intent to solicit or pursue any sale or transfer transaction at least ten (10) days prior to initiating discussions with any prospective purchaser. Once Franchisee receives any bona fide written offer from a proposed purchaser, Franchisee must immediately submit to Franchisor a copy of the offer and must disclose to Franchisor all material terms of the proposed transaction, including the identity of the purchaser, proposed purchase price, terms of payment, allocation of assets, and any contingencies or closing conditions. Any proposed purchaser must meet Franchisor's then-current qualifications for franchise owners, and Franchisee must provide sufficient information for Franchisor to assess whether the proposed purchaser satisfies those qualifications.

For a period of thirty (30) days, or forty (40) days if notice of intent to pursue any sale or transfer was not provided, after the latter of Franchisor's receipt of (a) the offer, and (b) the proposed purchaser's qualifications, including all materials terms and all other information Franchisor reasonably requests, Franchisor has the right, exercisable by written notice delivered to Franchisee, to purchase the interest which is the subject of the offer for the price and on the terms and conditions contained in the offer, provided that: (i)

Franchisor may substitute cash for any form of payment proposed in the offer; (ii) the closing will be not less than sixty (60) days after Franchisor notifies Franchisee of its election to purchase or, if later, the closing date proposed in the offer; (iii) Franchisor's credit will be deemed equal to the credit of any proposed buyer; (iv) Franchisee and its Principals must sign a general release; (v) Franchisor receives, and Franchisee and Principals agree to make, all customary representations, warranties, and indemnities given by the seller of the assets of a business or ownership interests in a legal entity; and (vi) Franchisor need not match non-economic terms, terms personal to Franchisee or the proposed purchaser, or terms not commercially reasonable for Franchisor to perform, provided that Franchisor's terms are not materially less favorable to Franchisee. Once Franchisee submits the offer triggering the start of the thirty (30) day decision period, or any other time period provided herein, the offer is irrevocable for that period.

If Franchisor does not exercise its right of first refusal, Franchisee or its owners may complete the sale to the purchaser pursuant to and on the terms of the offer and in accordance with this Section, but not at a lower price nor on more favorable terms than have been offered to Franchisor and subject to approval of the transfer as provided in this Section 14. If Franchisee does not complete the sale to such purchaser within one hundred twenty (120) days after Franchisor notifies Franchisee that it does not intend to exercise the right of first refusal, or if there is a material change in the terms of such offer, Franchisor shall again have the right of first refusal set forth above, either on the terms originally offered or the modified terms, at Franchisor's option. Franchisor has the unrestricted right to assign this right of first refusal to an affiliate, who then will have the rights described in this Section 14(F).

## 15. RENEWAL OF FRANCHISE

### A. FRANCHISEE'S RIGHT TO RENEW

Upon expiration of the Term, this Franchise Agreement may be renewed for an additional term (the "Renewal Term") as follows:

(1) If the transaction giving rise to the signing of this Franchise Agreement was either a Transfer between parties who are not affiliates of each other or the purchase of a new location, as indicated on Exhibit A, then upon expiration of the Term, Franchisee will have the right to renew the Franchise Agreement for a Renewal Term of five (5) years under the same terms and conditions of this Franchise Agreement, unless Franchisee provides Franchisor with written notice of Franchisee's desire not to renew the franchise at least one hundred eighty (180) days before the expiration of this Franchise Agreement, provided that:

(a) Franchisee must not be in default of any provision of this Franchise Agreement, any amendment or successor or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates, and must not have any uncured defaults under an open

notice of breach of any standards or other requirements set forth in the Franchise Agreement or Operations Manual; and

(b) Franchisee (and its Principals) must pay Franchisor a renewal fee of nine thousand dollars ($9,000), which must be paid at the time of execution of the renewal franchise agreement.

(2) In all other cases, upon expiration of the Term, Franchisee will have the right to automatically renew the franchise for the Franchised Business for a Renewal Term of five (5) years, subject to the following conditions, unless Franchisee provides Franchisor with written notice of Franchisee's desire not to renew the franchise at least one hundred eighty (180) days before the expiration of this Franchise Agreement, provided that:

(a) Franchisee must not be in default of any provision of this Franchise Agreement, any amendment or successor or any other agreement between Franchisee or any of its affiliates and Franchisor or any of its affiliates and must not have any uncured defaults under an open notice of breach of any standards or other requirements set forth in the Franchise Agreement or Operations Manual;

(b) Franchisee must present satisfactory evidence that Franchisee has the right to remain in possession of the premises then occupied by the Franchised Business or obtain Franchisor's approval of a new site for the operation of the Franchised Business;

(c) Franchisee (and its Principals) must pay Franchisor a renewal fee of nine thousand dollars ($9,000), which must be paid at the time of execution of the renewal franchise agreement;

(d) Franchisee must execute Franchisor's then-current form of the franchise agreement (with appropriate modifications to reflect the fact that the agreement relates to the grant of a renewal franchise), any ancillary agreements Franchisor then may require in the granting of franchises for the ownership and operation of a Home Instead Business or multiple Home Instead Businesses, and a general release related to any prior franchise agreement. The then-current franchise agreement signed to renew may contain terms and conditions that are materially different from those in this Franchise Agreement, such as, but without limitation, increases in the Performance Standard, differences in the territory rights, increases in the renewal fee, increases in other fees and implementing of new fees, and that require Franchisee to comply with the specifications and standards then applicable for new Home Instead Businesses, including any requirements for owning multiple territories; and

(e) Franchisee must comply with Franchisor's then-current qualification and training requirements including any renewal training required by Franchisor.

B. **EXPIRED AGREEMENT**

If Franchisee does not sign a new franchise agreement and initiate and comply with the applicable renewal procedures outlined in this Section prior to the expiration of this Franchise Agreement and continues to accept the benefits of this Franchise Agreement after the expiration of this Franchise Agreement, then, at the option of Franchisor, this Franchise Agreement may be treated either as:

(1) expired as of the date of expiration, with Franchisee then operating a Home Instead Business without the right to do so and in violation of Franchisor's rights; or

(2) continued on a month-to-month basis (the "Interim Period") until Franchisor or Franchisee provides the other party with written notice of such party's intention to terminate the Interim Period, in which case the Interim Period will terminate thirty (30) days after receipt of the notice to terminate the Interim Period. In the latter case, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Franchise Agreement had not expired, and all obligations and restrictions imposed upon Franchisee on the expiration of this Franchise Agreement shall be deemed to take effect upon the termination of the Interim Period.

## 16. TERMINATION

Franchisee acknowledges and agrees that each of Franchisee's obligations described in this Franchise Agreement is a material and essential obligation of Franchisee; that nonperformance of any such obligations will adversely and substantially affect Franchisor and the System; and that the exercise by Franchisor of the rights and remedies set forth herein is appropriate and reasonable.

A. Franchisee shall be in material default under this Franchise Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee for any one of the following material breaches:

(1) Franchisee is insolvent within the meaning of any applicable state or federal law; or

(2) Franchisee makes an assignment for the benefit of creditors or enters into any similar arrangement for the disposition of its assets for the benefit of creditors; or

(3) Franchisee has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to such bankruptcy or related laws.

B. Franchisee is deemed to be in material default of this Franchise Agreement and Franchisor may, at its option, terminate this Franchise Agreement and all rights granted without granting Franchisee any opportunity to cure the default, effective immediately upon written notice to Franchisee, upon the occurrence of any of the following events:

(1) Franchisee fails on three (3) or more separate occasions to comply with one or more material provisions of this Franchise Agreement or any related agreement, whether or not failure to comply is corrected after notice is sent to Franchisee either during the Term or within the last five (5) years prior to the date of the notice of default; or

(2) Franchisee fails to develop the Franchised Business or open the Franchised Business for business as required pursuant to this Franchise Agreement; or

(3) Franchisee, any of the Principals, or any manager of the Franchised Business has ever (a) been or is convicted of, or has ever entered or enters a plea of nolo contendere to a felony, a crime involving moral turpitude, or any other crime, offense or violation of any Anti-Terrorism Laws; or (b) been or is denied a license to operate a business or had or has a license to operate a business revoked and Franchisor believes it is reasonably likely to have an adverse effect on the System, the Licensed Marks, the goodwill generated by or associated with same, or Franchisor's interests; or

(4) an immediate threat or danger to the health or safety of Franchisee's clients or the public in general results from the operation of the Franchised Business; or

(5) Franchisee fails to conduct a criminal background investigation or drug screening on any employee prior to employment; or

(6) Franchisee provides Approved Services or non-approved services in another franchisee's exclusive or protected area without the express written approval of such franchisee; or

(7) Franchisee or any of its Principals provides Approved Services from any other business or by any other entity not operated as a Home Instead Business; or

(8) Franchisee provides any service not authorized by Franchisor; or

(9) Franchisee makes any unauthorized use of the Licensed Marks; or

(10) Franchisee abandons or surrenders the Franchised Business, or fails to actively operate the Franchised Business or gives Franchisor reason to believe Franchisee is abandoning or surrendering the Franchised Business; or

(11) Franchisee has made a material misrepresentation or omission in the application for the franchise; or

(12) If (a) Franchisee makes an unauthorized assignment or transfer of this Franchise Agreement, the Franchised Business or an ownership interest in the Franchisee; or (b) Franchisee or any of its Principals purchases or accepts the transfer of any ownership interest in any other Home Instead Business without the prior written consent of Franchisor; or

(13) Franchisee or any of its Principals or employees falsely alters or forges any documentation or otherwise attempts to conceal operational deficiencies; or

(14) Franchisee or any of its Principals engages in conduct which has or which Franchisor reasonably believes will reflect materially and unfavorably upon the operation and reputation of the Franchised Business, the System, any Home Instead Business, or the Licensed Marks, or the goodwill generated by or associated with the same, either during the Term or prior to entering into this Franchise Agreement; or

(15) Franchisee makes any unauthorized use or disclosure of the Confidential Information or the Operations Manual; or

(16) Franchisee violates any of the covenants contained in this Franchise Agreement; or

(17) Franchisee fails to obtain and maintain the required insurance coverage; or

(18) Franchisee or any Principal, or any affiliate of Franchisee or that affiliate's principals, has violated a material provision of any other agreement with Franchisor, Honor Technology, Inc. or their respective affiliates, including any other franchise agreement, the Confidentiality of Client Health Information Agreement, or any joint or shared services agreement, and such violation is non-curable or is curable and Franchisee or Principal or such other affiliate or principal thereof fails to cure within the applicable cure period; or

(19) the nature of Franchisee's default makes it not curable.

C. Franchisor has the absolute right to terminate this Franchise Agreement upon thirty (30) days' prior written notice of termination to Franchisee, if Franchisee commits a material default other than as described in Sections 16(A) or 16(B) above, and fails to cure the matter giving rise to the good cause for termination within the thirty (30) day period.

For purposes of this Franchise Agreement, a material default constituting good cause includes any default set forth below or any other material default of this Franchise Agreement. The written notice of termination shall state the material default constituting good cause for termination and shall be effective upon expiration of the thirty (30) day notice period unless Franchisee cures the material default within the thirty (30) day period. Without limiting the foregoing, Franchisee shall be in material default of this Franchise Agreement if Franchisee or any of its Principals or the Franchised Business do any of the following:

(1) Fails to obtain lawful possession of an approved location for the Franchised Business as required pursuant to this Franchise Agreement; or

(2) Fails to attend and satisfactorily complete the Franchise Training Program as required pursuant to this Franchise Agreement; or

(3) Fails to attend and satisfactorily complete any supplemental or refresher training programs required pursuant to this Franchise Agreement; or

(4) Fails to timely pay royalty fees, interest, marketing fund or advertising contributions, amounts due for purchases from Franchisor or its affiliates, or other payments due to Franchisor or its affiliates; or

(5) Fails to comply with the Performance Standard; or

(6) Fails to timely pay amounts due to trade accounts in the operation of the Franchised Business; or

(7) Fails to comply with any mandatory training standard; or

(8) Fails to use all Required Systems in operating the Franchised Business; or

(9) Where required, and where such requirement is commercially reasonable, fails to: (i) sign up for National Accounts business upon completion of training, (ii) service a National Account in accordance with the National Accounts contract or bid or the guidelines contained in the Operations Manual, or (iii) assist Franchisor in resolving a National Accounts service dispute; or

(10) Fails to comply with any other provision of this Franchise Agreement or any mandatory specification, standard or operating procedures prescribed by Franchisor, including any procedure or requirement set forth in the Operations Manual; provided that if the nature of Franchisee's default makes it not curable, Franchisor may terminate the Franchise Agreement pursuant to Section 16(B)(19) above.

D. All obligations of Franchisee which expressly or by their nature survive or are intended to survive the expiration or termination of this Franchise Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Franchise Agreement until they are satisfied in full or by their nature expire.

## 17. POST-TERMINATION – COVENANTS

A. Upon termination or expiration of this Franchise Agreement, all rights granted to Franchisee shall immediately terminate and Franchisee must:

(1) immediately cease to operate the Franchised Business under this Franchise Agreement and must not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former franchisee of Franchisor;

(2) immediately and permanently cease to use, in any manner whatsoever, any confidential methods, computer software, procedures and techniques associated with the System, and must immediately and permanently cease to communicate or order products from approved suppliers, and must immediately and permanently cease to use the Licensed Marks, Digital Assets, and distinctive forms, slogans, signs, symbols and devices associated with the System, including Digital Assets. Franchisee must cease to use all signs, advertising materials, displays, stationery, forms and any other articles which display the Licensed Marks;

(3) immediately cooperate with Franchisor to wind-down the Franchised Business, including transitioning ongoing care of clients to one or more other businesses that focus on older adults and provide services within the scope of Approved Services to older adults as directed by Home Instead;

(4) immediately pay to Franchisor, within fifteen (15) days after the effective date of termination or expiration (without renewal) of the franchise, all outstanding royalty fees and interest due to Franchisor or its affiliates on any of the foregoing, and contemporaneously with payment, furnish a complete accounting of all amounts owed to Franchisor and its affiliates;

(5) at Franchisee's expense, immediately make modifications or alterations as are necessary to distinguish the Office so clearly from its former appearance and other Home Instead Businesses as to prevent any possibility of confusion by the public (including removal of all distinctive physical and structural features identifying it as a Home Instead Business and removal of all distinctive signs and emblems). Franchisor reserves the right to determine whether the appearance or identifying features of such office may be associated with a Home Instead Business, possibly causing confusion to the public, and requiring removal or other action. Franchisee expressly acknowledges that its failure to make alterations will cause irreparable injury to Franchisor and consents to entry, at Franchisee's expense, of any order, by any court of competent jurisdiction, authorizing Franchisor or its agents to take action, if Franchisor seeks such an order;

(6) take any action required to cancel all fictitious or assumed names or equivalent registrations relating to any of the Licensed Marks;

(7) notify the telephone company and all listing agencies of the termination or expiration of Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings and Digital Assets associated with the Licensed Marks to authorize transfer of same to or at the direction of Franchisor and to execute any and all documents necessary to effect such notification or authorization. Franchisee acknowledges that as between Franchisor and Franchisee, Franchisor has the sole right to and interest in all telephone numbers, directory listings, and Digital Assets associated with the Licensed Marks, and Franchisee authorizes Franchisor, and appoints Franchisor and any officer of Franchisor as its attorney-in-fact, to direct the telephone company and all listing agencies and any applicable digital platforms, providers, or account administrators to transfer same to Franchisor or at its direction, should Franchisee fail or refuse to do so, and the telephone company and all listing agencies and such digital platforms, providers or account administrators may accept this direction or this Franchise Agreement as conclusive of the exclusive right of Franchisor in such telephone numbers, directory listings, and Digital Assets and its authority to direct their transfer;

(8) pay to Franchisor all damages, costs and expenses, including reasonable attorneys' fees incurred by Franchisor in connection with any claims based on, relating to or arising out of this Franchise Agreement and, after the termination or expiration of this Franchise Agreement, in obtaining injunctive or other relief for the enforcement of any provisions of this Franchise Agreement;

(9) immediately cease use of, and return or deliver to Franchisor (or, at Franchisor's direction, destroy or permanently delete) all (i) Operations Manuals and any other confidential materials, in any form, including electronic copies; (ii) software or other programs licensed by Franchisor or its designee to Franchisee or any of the Principals and used in connection with the Franchised Business; (iii) Client Data; (iv) records, files, instructions, correspondence, agreements, invoices, and any and all other materials relating to the operation of the Franchised Business; and (v) copies of such materials and documents. Franchisee acknowledges and agrees that all of the foregoing items are the sole and exclusive property of Franchisor and that Franchisee will not retain any copy or record of any of the foregoing items, except Franchisee's copy of this Franchise Agreement and any correspondence between the parties. Franchisee further acknowledges and agrees that any fees it has paid in connection with the use or licensing of any software or program licensed by Franchisor to Franchisee or any of the Principals are non-refundable;

(10) comply with the restrictions on Confidential Information contained in this Franchise Agreement and must also comply with the non-competition covenants contained in this Franchise Agreement. Any other person required to execute similar covenants pursuant to this Franchise Agreement must also comply

with the covenants and Franchisee must use its best efforts to enforce any such covenants and is responsible for any breach by any third party; and

(11) furnish to Franchisor, within thirty (30) days after the effective date of termination or expiration, evidence satisfactory to Franchisor of Franchisee's compliance with the foregoing obligations. Franchisor is entitled to assign any or all of its options in this Section to any other party without the consent of Franchisee.

B. Franchisee specifically acknowledges that pursuant to this Franchise Agreement, Franchisee and its Principals will receive valuable specialized training, Trade Secrets, and Confidential Information, including information regarding the operation, sales, inventory control, merchandising, promotional and marketing methods and techniques of Franchisor, list of approved suppliers and vendors, and additional techniques and information of Franchisor and the System. Franchisee further acknowledges that this information is beyond its Principals' present skills and experience and that it will provide a competitive advantage and will be valuable to them in the development and operation of the Franchised Business. Gaining access to this specialized training, Trade Secrets, and Confidential Information is, therefore, a primary reason Franchisee is entering into this Franchise Agreement. Additionally, Franchisee specifically acknowledges and agrees that Franchisor has legitimate business interests in, among other things, protecting against unauthorized use or disclosure of its Confidential Information and Trade Secrets, protecting the goodwill associated with its Licensed Marks and the System, and protecting Home Instead Businesses from former franchisees engaging in unfair competition. In consideration for this specialized training, Trade Secrets, Confidential Information, and all rights granted to Franchisee pursuant to the Franchise Agreement, and to protect Franchisor's legitimate business interests including those listed above, Franchisee covenants that during the Term, including any Renewal Term, and for a period of two (2) years following the expiration or termination of this Franchise Agreement, or the date on which Franchisee (or Principal) ceases to conduct the business activities of the Franchised Business or other business or activities in violation of this Franchise Agreement, whichever is later, Franchisee shall not directly or indirectly, for itself, or through, on behalf of, or in conjunction with any of its Principals, their Immediate Family Members, or any other person, partnership, limited liability company, corporation or other entity or arrangement:

(1) Divert, solicit, or attempt to divert any existing or potential business or client of the Franchised Business, National Accounts Program, or of any other Home Instead Business to any other business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care in their homes or location of their choice, by direct or indirect inducement or otherwise, unless expressly authorized to do so in writing by Franchisor;

(2) Do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Licensed Marks and the System; or

(3) Own, maintain, operate, make loans to, or have any other financial or beneficial interest in (including any type of interest in any corporation, partnership, trust, limited liability company, unincorporated association, joint venture, or other entity), or advise or assist, any business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care within (i) the Protected Area granted to Franchisee; (ii) forty-five (45) miles of the outside border of the Protected Area; or (iii) the exclusive or protected area granted to any other Home Instead Business operated by another franchisee, Franchisor or Franchisor's affiliates. Notwithstanding the foregoing, it is not a violation of this Section 17(B)(3) for Franchisee to directly or indirectly own, maintain, operate, make loans to, or have any other financial or beneficial interest in another Home Instead Business so long as Franchisor has provided written authorization. The parties acknowledge and agree that each of the covenants contained in this Section are reasonable limitations as to time, geographic area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the Confidential Information, Trade Secrets, goodwill, and other business interests of Franchisor. Franchisee agrees that a breach of any of the covenants in this Section will cause irreparable injury to Franchisor. The parties agree that each of the covenants in this Section shall be construed as independent of any other provision of this Franchise Agreement. If all or any portion of any covenant in this Section is held unenforceable or unreasonable by a court or agency having valid jurisdiction in a final unappealable decision to which Franchisor is a party, Franchisee agrees to be bound by a lesser covenant subsumed within the terms of that covenant that imposes the maximum duty or limitation permitted by law, as if such lesser covenant were expressly set forth in this Section.

C. All obligations of the Franchisee which expressly or by their nature survive the expiration or termination of this Franchise Agreement continue in full force and effect after its expiration or termination and until they are satisfied or expire.

## 18. ENFORCEMENT

### A. SEVERABILITY AND SUBSTITUTION OF VALID PROVISIONS

Except as expressly provided to the contrary in this Franchise Agreement, and to the extent permissible under applicable law, each section, paragraph, term and provision of this Franchise Agreement, is considered severable and if, for any reason, any portion of this Franchise Agreement is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not impair the operation of, or have any other effect upon, other portions of this Franchise Agreement as may remain otherwise intelligible, which shall continue to be given full force and effect and bind the parties to this Franchise Agreement; provided, however, that any portion of this Franchise Agreement held to be invalid shall be deemed not to be a part of this Franchise Agreement from the date the time for appeal

expires if Franchisee is a party, otherwise upon Franchisee's receipt of a notice of non-enforcement from Franchisor.

If any applicable and binding law or rule of any jurisdiction requires a greater prior notice of the expiration or termination of this Franchise Agreement than is required in this Franchise Agreement, or the taking of some other action not required, or if under any applicable and binding law or rule of any jurisdiction, any provision of this Franchise Agreement or any specification, standard or operating procedure prescribed by Franchisor is invalid or unenforceable, the prior notice or other action required by law or rule shall be substituted for the comparable provisions, and Franchisor has the right to modify the invalid or unenforceable provision, specification, standard or operating procedure to the extent required to be valid and enforceable. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is prescribed within the terms of any provision of this Franchise Agreement, as though it were separately articulated in and made a part of this Franchise Agreement, that may result from striking from any of the provisions, or any specification, standard or operating procedure prescribed by Franchisor, any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with a court order. Modifications to this Franchise Agreement shall be effective only in that jurisdiction, unless Franchisor elects to give them greater applicability, and this Franchise Agreement shall be enforced as originally made and entered into in all other jurisdictions.

## B. WAIVER OF OBLIGATIONS

No delay, waiver, omission or forbearance on the part of Franchisor to exercise any right, option, duty or power arising out of any breach or default by Franchisee under this Franchise Agreement constitutes a waiver by Franchisor to enforce any right, option, duty or power against Franchisee or as to any subsequent breach or default by Franchisee. Acceptance by Franchisor of any payments due to Franchisor subsequent to the time at which the payment is due, is not deemed to be a waiver or release of Franchisor of any preceding breach by Franchisee of any terms, provisions, covenants or conditions of this Franchise Agreement. Franchisor specifically is not deemed to have waived or impaired any right, power or option reserved by this Franchise Agreement (including the right to demand exact compliance with every term, condition and covenant, or to declare any breach to be a default and to terminate the Franchise Agreement before the expiration of its Term) by virtue of (i) any custom or practice of the parties at variance with the terms of this Franchise Agreement; (ii) any failure, refusal or neglect of Franchisor to exercise any right under this Franchise Agreement, or (iii) any failure to insist upon exact compliance by the Franchisee with its obligations, including any mandatory specification, standard or operating procedure.

Neither Franchisor nor Franchisee is liable for loss or damage or deemed to be in breach of this Franchise Agreement if its failure to perform its obligations results from: (i) transportation shortages, inadequate supply of material or energy, or the voluntary forgoing of the right to acquire or use any of the foregoing in order to accommodate or comply with

the orders, requests, regulations, recommendations or instructions of any federal, state or municipal government or any department or agency; (ii) compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state, or municipal government or any department or agency; (iii) acts of God; (iv) fires, strikes, embargoes, war or riot; or (v) any other similar event or cause. Any delay resulting from any of these causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, provided, however, that the foregoing shall not operate to excuse the timely payment of any amounts owing by Franchisee to Franchisor hereunder.

### C. SPECIFIC PERFORMANCE/INJUNCTIVE RELIEF

Nothing bars Franchisor's right to obtain specific performance of the provisions of this Franchise Agreement and injunctive relief against threatened conduct that will cause it loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. Franchisee agrees that Franchisor may have injunctive relief, upon due notice, in addition to further and other relief as may be available at equity or law. Franchisee has remedies as may be available at equity or law, including the dissolution of injunction if the entry of injunction is vacated.

### D. RIGHTS OF PARTIES ARE CUMULATIVE

The rights of Franchisor and Franchisee under this Franchise Agreement are cumulative and no exercise or enforcement by Franchisor or Franchisee of any right or remedy precludes the exercise or enforcement by Franchisor or Franchisee of any other right or remedy which Franchisor or Franchisee is entitled by law to enforce.

### E. COSTS AND ATTORNEYS' FEES

If Franchisor (1) incurs any legal costs or expenses in enforcing the terms of this Franchise Agreement, (2) asserts a claim for amounts owed by Franchisee or any of its affiliates, (3) prevails in any legal proceeding before a court of competent jurisdiction or in an arbitration proceeding, or (4) is required to enforce this Franchise Agreement in a judicial or arbitration proceeding, then Franchisor shall be entitled to complete reimbursement of its costs and expenses incurred in investigating, initiating and concluding any judicial proceeding, arbitration, settlement or other enforcement activity, including reasonable accounting and attorneys' fees and interest.

### F. JURY TRIAL WAIVER/CONSOLIDATION

Franchisor and Franchisee irrevocably each waive trial by jury in any action or proceeding brought by either of them. Franchisee and Franchisor agree that any litigation, suit, action, counterclaim, cross claim or other proceeding, whether at law or in equity, which arises out of, concerns, or is related to this Franchise Agreement or any of the relationships or transaction contemplated hereunder, the performance of this Franchise Agreement, the relationship between the parties or otherwise, shall be tried before a court of competent jurisdiction and not a jury. Franchisor and Franchisee irrevocably waive any

right either party may have to trial by jury. Any litigation, suit, action, claim or proceeding of any kind brought by Franchisee and/or to which Franchisee is a party may not be consolidated with another such proceeding between Franchisor and any other entity or person.

## G. GOVERNING LAW

To the extent not inconsistent with applicable law and subject to federal trademark law, this Franchise Agreement and the offer and sale of the Franchise is governed by the substantive laws (expressly excluding the choice of law rules) of the state where Franchisor's headquarters are located.

## H. EXCLUSIVE JURISDICTION

Franchisee and Franchisor agree that any action arising out of or relating to this Franchise Agreement (including the offer and sale of the Franchised Business) shall be instituted and maintained only in a state or federal court of general jurisdiction in the county where Franchisor's headquarters is located, and Franchisee irrevocably submits to the jurisdiction of that court and waives any objection Franchisee (and its Principals) may have to either the jurisdiction or venue of the court. Franchisee and Franchisor agree that venue for any proceeding relating to or arising out of this Franchise Agreement shall be in in the county where Franchisor's headquarters is located; provided, however, with respect to any action (1) for monies owed, (2) breach of the Franchise Agreement, (3) for injunctive or other extraordinary relief, or (4) involving possession or disposition of, or other relief relating to real property, Franchisor may bring that action in any state or federal district court which has jurisdiction. Franchisee and Franchisor acknowledge that the agreement between the parties regarding applicable state law and forum set forth in this Franchise Agreement provides each of the parties with a mutual benefit of uniform interpretation of this Franchise Agreement and any dispute arising out of this Franchise Agreement or the parties' relationship created by this Franchise Agreement. Franchisee and Franchisor further acknowledge the receipt and sufficiency of mutual consideration for this benefit.

## I. BINDING EFFECT

This Franchise Agreement is binding upon the parties of this Franchise Agreement and their respective executors, administrators, Principals, heirs, assigns and successors in interest, and shall not be modified except by written agreement signed by both Franchisee and Franchisor.

## J. FRANCHISEE/PRINCIPALS/AFFILIATES

The term "Franchisee" as used in this Franchise Agreement shall have the meaning set forth in the preamble and includes any individual or entity operating the Franchised Business. If two or more persons are at any time the Franchisee, their obligations and liabilities to Franchisor shall be joint and several. References to "Franchisee" and "assignee" or "transferee" which are applicable to an individual or individuals shall be

interpreted to include, where applicable, the owner or owners of the equity or operating control of Franchisee, the assignee, or the transferee if Franchisee, the assignee, or the transferee is a corporation, partnership or limited liability company.

The term "Principals" as used in this Franchise Agreement means, collectively and individually: (a) Franchisee's spouse, if Franchisee is an individual; (b) all officers, directors, members, managers, and owners of, or holders of a direct or indirect beneficial interest in, any equity or ownership interests of Franchisee (or of any corporation or limited liability company that directly or indirectly controls Franchisee), if Franchisee is a corporation or limited liability company; (c) all general partners of Franchisee if Franchisee is a partnership; and (d) the owners of any equity interest or the holders of any beneficial interest in Franchisee, if Franchisee is any other type of entity. Franchisee is required to and does hereby agree to require all Principals and any spouses of Principals to sign the guaranty and assumption of obligations agreement attached to the Franchise Agreement as Attachment 1, unless prohibited by state law or regulation. If two or more persons are at any time Principals under this Franchise Agreement, their obligations and liabilities to Franchisor shall be joint and several.

The term "Immediate Family Member" means, with respect to any Principal, such Principal's spouse or domestic partner, parent, child (including stepchildren and adult children), sibling, in-law, any individual residing in the same household, and any person or entity directly or indirectly owned, controlled by, or acting on behalf of any of the foregoing.

The term "affiliate" as used in this Franchise Agreement shall mean any corporation, limited liability company, partnership, or other business entity that controls, is controlled by, or under common control with an entity (or a principal thereof) that is a party to this Franchise Agreement. Control exists when an entity owns, directly or indirectly, the outstanding equity representing the right to vote for the election of directors or other managing authority of another entity.

## K. CRISIS SITUATIONS

In the interest of protecting the Home Instead brand, Licensed Marks and the System, Franchisor has the sole and absolute right to determine a response, including what steps will be taken and what communications will be made, in instances of a Crisis, and Franchisee agrees to comply with and implement Franchisor's directions in response to a Crisis. "Crisis" means an event or development that has the potential to negatively impact the Home Instead brand in such a way that Franchisor determines may cause substantial harm or injury to the Licensed Marks, System, brand, reputation or image. Franchisor may periodically update the relevant sections of the Operations Manual to further address policies involving crisis situations.

L. **FRANCHISOR BUSINESS JUDGMENT**

The following provisions will apply to and govern the interpretation of this Franchise Agreement, the parties' rights under this Franchise Agreement and the relationship between the parties:

(1) Franchisor's Rights. Whenever this Franchise Agreement provides that the Franchisor has a certain right, that right is absolute and the parties intend that the Franchisor's exercise of that right will not be subject to any limitation or review. The Franchisor has the right to operate, administrate, develop and change the System in any manner that is not specifically precluded by the provisions of this Franchise Agreement.

(2) Franchisor's Reasonable Business Judgment. Whenever the Franchisor reserves discretion in a particular area or where the Franchisor agrees or is required to exercise its rights reasonably or in good faith, the Franchisor will satisfy its obligations whenever it exercises "reasonable business judgment" in making its decision or exercising its rights. A decision or action by the Franchisor will be deemed to be the result of "reasonable business judgment," even if other reasonable or even arguably preferable alternatives are available, if the Franchisor's decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other of the Franchisor's individual interests. Examples of items that will promote or benefit the System include enhancing the value of the Licensed Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither the Franchisee nor any third party (including a trier of fact) will substitute their judgment for the Franchisor's reasonable business judgment.

## 19. WAIVER OF DAMAGES

Franchisee hereby waives, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special, consequential or other damages (including loss of profits) against Franchisor, its affiliates, and the officers, directors, shareholders, partners, members, agents, representatives, independent contractors, servants and employees of each of them, in their corporate and individual capacities, arising out of any cause whatsoever (whether that cause is based on contract, negligence, strict liability, other tort or otherwise) and agrees that in the event of a dispute, Franchisee is limited to the recovery of any actual damages sustained by it. If any other term of this Franchise Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of waiver by agreement of punitive, exemplary, incidental, indirect, special, consequential or other damages (including loss of profits) continues in full force and effect.

## 20. NOTICES AND PAYMENTS

All written notices and reports permitted or required to be delivered by the provisions of this Franchise Agreement or of the Operations Manual shall be deemed so delivered at the time delivered by hand, facsimile or email, a recognized overnight delivery service such as UPS, FedEx or other comparable carrier or by Registered U.S. mail, postage prepaid, or by other means which provides the sender with evidence of delivery, or of rejected delivery, and addressed to the party to be notified at its most current principal business address of which the notifying party has been notified. Any notice by a means which provides the sender with evidence of delivery, or rejected delivery, will be deemed to have been given at the date and time of receipt or rejected delivery.

All payments and reports required by this Franchise Agreement shall be directed to Franchisor at the address provided to Franchisee, or to other persons or places as Franchisor may direct. Any required payment or report not actually received by Franchisor during regular business hours on the date due or properly placed in the U.S. mail and postmarked by postal authorities at least three (3) business days before the date due, is deemed delinquent.

## 21. CAVEAT

The success of the business venture contemplated to be undertaken by this Franchise Agreement is speculative and depends, to a large extent, upon the ability of the Franchisee as an independent businessperson, and the active participation of Franchisee in the daily affairs of the business as well as other factors. Franchisor does not make any representation or warranty, express or implied, as to the potential success of the business venture contemplated hereby.

Franchisee acknowledges that it has entered into this Franchise Agreement after making an independent investigation of Franchisor's operations and not upon any representation as to gross revenues, volume, potential earnings or profits which Franchisee in particular might be expected to realize, nor has anyone made any other representation to induce the Franchisee to accept this franchise and execute this Franchise Agreement that is not expressly set forth in this Franchise Agreement or in the Franchise Disclosure Document.

Franchisee represents and acknowledges that it has received Franchisor's Franchise Disclosure Document fourteen (14) calendar days before the date of the execution of this Franchise Agreement, and that a copy of this Franchise Agreement with all blanks filled was received from Franchisor at least seven (7) calendar days before the date of execution of this Franchise Agreement. Franchisee represents that it has read this Franchise Agreement in its entirety and that it has been given the opportunity to clarify any provisions that it did not understand and to consult with an attorney or other professional advisor. Franchisee further represents that it understands the terms, conditions and obligations of this Franchise Agreement and agrees to be bound.

Franchisee acknowledges and agrees that Franchisor and/or Franchisor's affiliates periodically may require Franchisee to purchase goods, products and/or services used or sold in the Franchised Business and that Franchisor and/or its affiliates may profit from the sale of these goods, products and/or services. Franchisee further acknowledges and agrees that Franchisor and its affiliates periodically may receive consideration (such as in the form of rebates, bonuses, commissions and other payments) from suppliers and manufacturers respecting sales of goods, products or services to any of Franchisee, Franchisor or its affiliates, or in consideration for services provided or rights licensed to such suppliers and manufacturers. Franchisee agrees that Franchisor and/or its affiliates are entitled to retain the whole of any such profits and consideration.

## 22. CONSTRUCTION/INTEGRATION OF AGREEMENT

This Franchise Agreement, together with all exhibits to this Franchise Agreement and all ancillary agreements executed contemporaneously with this Franchise Agreement, including that certain Franchise Disclosure Acknowledgement Agreement, and any later-executed addendum or amendment to this Franchise Agreement constitute the entire agreement between the parties with reference to the subject matter of this Franchise Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made in Franchisor's Franchise Disclosure Document furnished to Franchisee. The word "including" will be construed to include the words "without limitation."

Franchisee hereby acknowledges and further represents and warrants to Franchisor that:

(1) Franchisee has placed no reliance on any oral or written statements, whether referred to as representations, warranties, inducements or otherwise, which are not contained in this Franchise Agreement or in the Franchise Disclosure Document given Franchisee by Franchisor or any representative of Franchisor including independent third-party brokers;

(2) Franchisee has entered into this Franchise Agreement after making an independent investigation of Franchisor's operations and the System;

(3) Franchisor has not made any guarantee or provided any assurance that the Franchised Business location will be successful or profitable regardless of the fact that Franchisor may have approved of the location of the Office of the Franchised Business;

(4) Franchisee has (a) read this Franchise Agreement in its entirety and understands its contents; (b) been given the opportunity to clarify any provisions that Franchisee did not understand; and (c) had the opportunity to consult with professional advisors regarding the operation and effect of the Franchise Agreement and the operation of the System;

(5) Franchisee has, together with its advisors, sufficient knowledge and experience in financial and business matters to make an informed decision with respect to the franchise offered by Franchisor; and

(6) Franchisee has received a copy of Franchise Disclosure Document at least fourteen (14) calendar days before (a) Franchisee signs this Franchise Agreement or any agreement relating to the franchise; or (b) Franchisee pays any consideration to Franchisor in connection with the Franchise, whichever is earlier.

Except as may have been disclosed in Franchisor's Franchise Disclosure Document, Franchisee represents and warrants to Franchisor that no claims, representations or warranties regarding the earnings, sales, profits, success or failure of the Franchised Business have been made to Franchisee by Franchisor or by any representative of Franchisor and no such claims, representations or warranties have induced Franchisee to enter into this Franchise Agreement.

Except for those changes permitted to be made unilaterally by Franchisor, no amendment, change or variance from this Franchise Agreement is binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Except as otherwise expressly provided, nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Franchise Agreement.

The headings of the several sections and paragraphs are for convenience only and do not define, limit or construe the contents of sections or paragraphs.

This Franchise Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

[Signatures on next page]

**IN WITNESS WHEREOF,** the parties have executed and delivered this Franchise Agreement in duplicate on the date recited in the first paragraph.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| HOME INSTEAD, INC.,<br>a Nebraska corporation | [ENTITY NAME],<br>a [STATE] [ENTITY TYPE] |
| By: _____<br>Name: _____<br>Title: _____ | By: _____<br>Name: _____<br>Title: _____ |

## ATTACHMENT 1 TO FRANCHISE AGREEMENT

## GUARANTY AND ASSUMPTION OF OBLIGATIONS

**THIS GUARANTY AND ASSUMPTION OF OBLIGATIONS** is given this ___ day of _____, 20____, by ____, with an address of _____, [and _____] with an address of _____ ("Guarantor" [or collectively referred to as "Guarantor"]).

In consideration of, and as an inducement to, the execution of that certain Franchise Agreement No. __ dated _____, and any and all amendments and addendums thereto and renewal, replacement or substitute agreements (collectively, the "Franchise Agreement") by Home Instead, Inc. (the "Franchisor"), and with _____, formed and operating under the laws of the State of _____ ("Franchisee"), undersigned hereby personally and unconditionally (a) guarantees to Franchisor, and its successor and assigns, that Franchisee shall perform each and every undertaking, agreement and covenant set forth in the Franchise Agreement; and (b) agrees to be personally bound by, and personally liable for the breach of, each and every provision in the Franchise Agreement, both monetary obligations and obligations to take or refrain from taking specific actions or to engage or refrain from engaging in specific activities. Each of the undersigned waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations guaranteed; and (4) any right each of the undersigned may have to require that an action be brought against Franchisee or any other person as a condition of liability.

Guarantor hereby consents and agrees that:

(1) Guarantor's liability under this undertaking shall be direct, immediate, and independent of the liability of, and shall be joint and several with, Franchisee and the other guarantors of Franchisee;

(2) Guarantor shall render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so;

(3) This undertaking 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 the Franchise Agreement by a trustee of Franchisee. Neither the Guarantor's obligations to make payment or render performance 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 United States Bankruptcy Code or other statute, or from the decision of any court or agency;

(4) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee. Furthermore, liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which Franchisor 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 guaranty, which shall be continuing and irrevocable during the term of the Franchise Agreement. Guarantor hereby waives the defense of the statute of limitations in any action hereunder or for the collection of any indebtedness or the performance of any obligation hereby guaranteed;

(5) Guarantor agrees to pay all reasonable attorneys' fees and all costs and other expenses, including interest, incurred in any collection or attempted collection of amounts due pursuant to this undertaking or any negotiations relative to the obligations hereby guaranteed or in enforcing this undertaking against Guarantor; and

(6) The provisions of Section 18 of the Franchise Agreement will apply as to any interpretation or enforcement of this Guaranty, and the provisions of Section 20 of the Franchise Agreement will apply to any notice to either party, except that notice to Guarantor will be provided at the following alternative address (if applicable):

_____

If no address is provided, any notice to Guarantor will be sent to the address designated in Section 20 of the Franchise Agreement.

**IN WITNESS WHEREOF**, each of the undersigned have affixed their signature as of the date in the first paragraph.

| **GUARANTOR** | **PERCENTAGE OWNERSHIP IN FRANCHISEE (IF ANY)** |
|---|---|
| _____ | _____ |
| [Guarantor Name] | |
| _____ | _____ |
| [Guarantor Name] | |

**SPOUSE OF GUARANTOR**

_____

[Spouse Name]

**EXHIBIT A**
**TO THE FRANCHISE AGREEMENT**
**BETWEEN HOME INSTEAD, INC.**
**AND _____**
**DATED _____, 20 _____**

This Exhibit A sets forth location-specific terms for the Franchised Business.

1. Protected Area. The parties agree that the Franchised Business to be operated by Franchisee pursuant to the Franchise Agreement shall be located within the Protected Area described below and that the Office shall be located within the Protected Area. The following description may reference a map or maps, which may be attached, depicting the Protected Area.

State: _____

[Insert written description and/or attach map, if applicable.]

2. Franchise Age. The inception date of this Franchised Business, or date the Franchised Business first began operations, is _____ ("Inception Date"). The Franchise Age of this Franchised Business as of the Effective Date of this Franchise Agreement is _____ years [**INCLUDE IF GRANTING SETBACK:** , notwithstanding the Inception Date]. Franchise Age shall increase by one year on each anniversary of the Effective Date.

3. Older Adult Population. The older adult population in the Protected Area on the Effective Date is ____.

4. Performance Standard.

(a) The Minimum Gross Sales Requirement for the Franchised Business at the start of the Term is _____ monthly Gross Sales.

(b) The Minimum Client Hours Served Requirement for the Franchised Business at the start of the Term is _____ monthly Client Hours Served.

(c) [**INCLUDE IF GRANTING SETBACK:** Franchisor will not enforce the Performance Standard during the first eighteen (18) months following the Effective Date of this Franchise Agreement.]

5. Renewal. The transaction giving rise to this Franchise Agreement is a [Transfer/Greenfield/Renewal]. This designation affects renewal rights described in Section 15(A)(1) of the Franchise Agreement.

6. Defined Terms. All capitalized or initial capitalized terms contained in this Exhibit and not defined in this Exhibit have the same meaning as ascribed to them in the Franchise Agreement.

**FRANCHISOR:**

HOME INSTEAD, INC.,
a Nebraska corporation

By: _____
Name: _____
Title: _____

**FRANCHISEE:**

[ENTITY NAME],
a [STATE] [ENTITY TYPE]

By: _____
Name: _____
Title: _____

## EXHIBIT B

## CONFIDENTIALITY OF CLIENT HEALTH INFORMATION AGREEMENT

**THIS CONFIDENTIALITY OF CLIENT HEALTH INFORMATION AGREEMENT** ("Agreement") is entered into as of _____, 202__, by and between the independently owned and operated franchise business _____ dba Home Instead® ("Franchisee") and Home Instead, Inc. ("Franchisor") (each a "Party" and together the "Parties").

## RECITALS

WHEREAS, Franchisor performs certain services for the Franchisee permitted or described in the Franchise Agreement between Franchisor and Franchisee, as updated or amended ("Franchise Agreement"), and may receive from the Franchisee, or create, receive, maintain or transmit on behalf of the Franchisee, health information that is protected under applicable state and/or federal law. Some of this information may be considered Protected Health Information for Franchisees that are Covered Entities.

WHEREAS, the Parties desire to protect health information in accordance with all applicable state and federal law, including the Privacy, Security, Enforcement, and Breach Notification Rules promulgated by the Department of Health and Human Services at 45 CFR parts 160 and 164 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

WHEREAS, Franchisee may or may not be a Covered Entity subject to HIPAA. Franchisee is solely responsible for determining its status as a Covered Entity. Where Franchisee is, or may become, a Covered Entity, Franchisee is solely responsible for meeting its obligations as a Covered Entity under HIPAA.

WHEREAS, Franchisor seeks to act in accordance with the standards set forth in the HIPAA Rules, which are specifically set forth in this Agreement, and would generally be applicable to an entity that is a Business Associate. The Parties seek to adopt the uniform standards of this Agreement regardless of whether Franchisee is subject to the HIPAA Rules as a Covered Entity or whether Franchisor is subject to the HIPAA Rules as a Business Associate.

NOW THEREFORE, the foregoing recitals are incorporated into this Agreement as if fully set forth herein, and the Parties agree as follows:

1. **Definitions**.

   a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Authorization, Breach, Data Aggregation, Designated Record Set, Disclosure, Electronic PHI, Health Care Operations, Individual, Marketing, Minimum Necessary, Notice of Privacy Practices, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured PHI, and Use.

b. Business Associate. "Business Associate" shall have the same meaning given to such term under 45 CFR 160.103.

c. Covered Entity. "Covered Entity" shall have the same meaning given to such term under 45 CFR 160.103.

d. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164.

e. Protected Health Information (PHI). "Protected Health Information" or "PHI" shall have the same meaning given to such term under 45 CFR 160.103. However, for the purposes of this Agreement, any PHI and individually identifiable health information, shall include information that the Franchisor:

i. receives from Franchisee; or

ii. creates, receives, transmits or maintains on behalf of Franchisee;

for purposes of Franchisor performing its services under the Franchise Agreement and that would be considered individually identifiable health information if the Franchisee were a Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to Electronic PHI. Franchisee acknowledges and agrees that all PHI that is created or received by Franchisor and disclosed or made available in any form by Franchisee to Franchisor, or is created, received, maintained or transmitted by Franchisor on Franchisee's behalf, will be subject to this Agreement. For the avoidance of doubt, the PHI requirements and Franchisor obligations of this Agreement do not apply to data created, received, transmitted, or maintained by any third parties that contract with Franchisee and process data from Franchisee or on behalf of the Franchisee.

**2. Obligations and Activities of the Parties.**

a. Subcontractors. In accordance with the HIPAA Rules, each Party agrees to ensure that any Subcontractor that creates, receives, maintains or transmits PHI on its behalf agrees in writing to the same level of restrictions that apply to such Party with respect to that PHI.

b. Limitations on Disclosure. Each Party agrees that it will not use or further disclose PHI in any manner that would constitute a violation of standards found in the HIPAA Rules, other than as permitted or required by this Agreement, the Franchise Agreement or as permitted or Required by Law.

c. Safeguards and Security. Each Party agrees to develop, implement, maintain, and use appropriate safeguards and comply with standards found in the HIPAA Security Rule at 45 CFR Part 164 Subpart C, with respect to Electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

d. HIPAA Privacy Rule. Each Party agrees to comply with all applicable requirements of the HIPAA Privacy Rule at Subpart E of 45 CFR Part 164.

e. Mitigation. Each Party agrees to mitigate, to the extent practicable, any known potential business pattern, practice, or effect of a use or disclosure of PHI by such Party in violation of this Agreement.

f. Internal Records. Franchisor agrees to make internal practices, books, and records relating to the use and disclosure of PHI maintained, transmitted, created, or received by Franchisor on behalf of Franchisee available to Franchisee, or to the Secretary for the purposes of determining Franchisee's compliance with the HIPAA Rules, within ten (10) days of the request. Franchisor will notify Franchisee regarding any PHI that Franchisor provides to the Secretary concurrently with providing such PHI to the Secretary, and upon request by Franchisee, will provide Franchisee with a duplicate copy of such PHI.

g. Availability of PHI.

i. Where Franchisor keeps a Designated Record Set of PHI, on behalf of Franchisee, Franchisor agrees to make available PHI in a Designated Record Set to Franchisee. To the extent a Designated Records Set is not directly available to the Franchisee, Franchisor will provide the Designated Record Set to the Franchisee within five (5) business days of the request.

ii. Franchisor agrees to make any amendment(s) to PHI in a Designated Record Set that the Franchisee directs or agrees to, at the request of Franchisee or an Individual, in a time and manner necessary to satisfy Franchisee's obligations under 45 CFR 164.526.

iii. Franchisor agrees to document any use or disclosures as would be required for Franchisee to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

iv. In the event an Individual makes a request under this Section 2(g) directly to Franchisor, Franchisor will notify Franchisee in writing of such request within five (5) business days and shall

cooperate with, and act only at the direction of, Franchisee in responding to such request.

v. Franchisee maintains responsibility for its compliance with applicable obligation(s) under 45 CFR Part 164, Subpart E, unless responsibility is specifically delegated to Franchisor under the Franchise Agreement. To the extent Franchisor carries out one or more of Franchisee's obligation(s) under 45 CFR Part 164, Subpart E, Franchisor shall comply with the requirements of Subpart E that apply to the Franchisee.

h. Reports of Improper Use or Disclosure of PHI and Security Incidents.

i. Each Party agrees that it will report to the other Party in writing any:

1. Use or disclosure of PHI by the reporting Party or its subcontractors not specifically allowed for by this Agreement of which it becomes aware; and

2. Any Security Incident of which it becomes aware.

ii. Each Party agrees that it will report such use, disclosure, or Security Incident without unreasonable delay, and in no event will such report be provided later than three (3) days of becoming aware of the use, disclosure, or Security Incident. In addition to its other obligations under this Agreement, each Party will take prompt action to correct any Security Incident or use or disclosure of PHI not permitted under this Agreement and any action pertaining to such Security Incident or unauthorized use or disclosure as required by applicable federal or state laws and regulations. Notwithstanding the foregoing, the Parties acknowledge and agree that Franchisor need not report all attempted but unsuccessful Security Incidents to Franchisee, and that this Agreement constitutes notice to Franchisee that such unsuccessful Security Incidents occur periodically. Unsuccessful Security Incidents include, but are not limited to, pings and other broadcast attacks on Franchisor's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such incidents do not result in actual unauthorized access, use, or disclosure of PHI.

i. Breaches of Unsecured PHI

i. Each Party will report to the other Party any Breach of Unsecured PHI by the reporting Party or any of its officers, directors, employees, Subcontractors, or agents without unreasonable delay and in no event later than three (3) days of

discovery. Each Party will use the standard at 45 CFR Section 164.410(a) to determine when a Breach is treated as discovered.

ii. The written report to the other Party will include, to the extent possible, identification of each Individual whose Unsecured PHI has been, or reasonably believed by the reporting Party to have been, accessed, acquired, used, or disclosed during the Breach, and such other information that would be required to be reported under 45 CFR. 164.410(c).

iii. Each Party will cooperate with the other Party to notify:

1. Individuals whose Unsecured PHI has been, or is reasonably believed by the reporting Party to have been, accessed, acquired, used or disclosed; and

2. The media, pursuant to 45 CFR Section 164.406, if the legal requirements for media notification are triggered by the circumstances of such Breach.

iv. Franchisor shall be responsible for any and all costs incurred by Franchisee related to the Franchisee's notification of Individuals of any breach of Unsecured PHI that occurs at or by the Franchisor. Franchisee shall be responsible for any and all costs incurred by Franchisee related to the Franchisee's notification of individuals, regulatory agencies or the media of any breach of Unsecured PHI that occurs at or by the Franchisee. Franchisor may direct Franchisee to provide credit monitoring, remediation or related services associated with any breaches of Unsecured PHI that occurs at or by the Franchisee, and Franchisee agrees to cover such costs associated with providing these services as may be directed to Franchisee by Franchisor. Franchisee will give Franchisor notice of any Breach of Unsecured PHI promptly upon discovery of such Breach and will reasonably cooperate with Franchisor in Franchisee's analysis of, and response to, such Breach.

j. Insurance. Franchisee shall maintain general liability insurance in such amount as Franchisor determines to be appropriate for meeting its obligations under this Agreement.

**3. Permitted Uses and Disclosures by Franchisor.**

a. Uses and Disclosures of PHI. Franchisor may only use and disclose PHI as necessary to perform functions, activities, or services for, or on behalf of Franchisee, described in the Franchise Agreement or this Agreement. Such use or disclosure is limited to that which would not violate the standards found in the HIPAA Rules if the use or disclosure had been made by the

Franchisee. Franchisor shall not request, use, or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure.

b. Management and Administration. Except as otherwise limited in this Agreement, Franchisor may use PHI for the proper management and administration of the Franchisor or to carry out the legal responsibilities of the Franchisor. In addition, Franchisor may disclose PHI for the proper management and administration of Franchisor or to carry out the legal responsibilities of Franchisor, provided that such disclosures are Required by Law or Franchisor obtains, prior to the disclosure, reasonable assurances from the person to whom it is disclosed that:

   i. such PHI will be held secure and confidential as provided pursuant to this Agreement;

   ii. such PHI will only be disclosed as Required by Law, or for the purposes for which it was disclosed to the third party; and

   iii. any breaches of confidentiality of the PHI that become known to such third party will be immediately reported to Franchisor.

c. Required by Law. Franchisor may use or disclose PHI as Required by Law.

d. Data Aggregation. Except as otherwise limited in this Agreement, Franchisor may use PHI to provide Data Aggregation services relating to health care operations of Franchisee as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. De-Identification. Franchisor may use PHI to create information that is de-identified. Any such de-identification by Franchisor will be done in compliance with 45 C.F.R. § 164.514(b). Franchisee agrees that de-identified information may be used and disclosed on Franchisor's own behalf. Franchisee agrees that any de-identified information is and will remain the sole property of Franchisor and, due to the regulatory treatment of de-identified information, is no longer PHI and not subject to this Agreement or the HIPAA Rules.

f. Marketing. Upon Franchisor's direction, Franchisee shall use reasonable efforts to obtain Authorization(s) from Individuals who are Franchisee's clients, for Franchisor to engage in Marketing for Franchisor's own purposes. Such Authorization(s) will take a form substantially similar to any template Marketing Authorization form provided by the Franchisor. Franchisee is responsible for ensuring such Authorization complies with the specific state and federal requirements applicable to Franchisee's business. Franchisee will provide lists to Franchisor, upon Franchisor's request, of the Individuals who have executed the Authorization(s) for Marketing.

**4. Obligations of the Franchisee.**

a. Notice of Privacy Practices. If a Franchisee is a Covered Entity, then it shall use a Notice of Privacy Practices that meets Franchisee's obligations under HIPAA, is consistent with, and permits all of the activities contemplated under the provisions of this Agreement. If a Franchisee is not a Covered Entity, Franchisee agrees that Franchisor may direct Franchisee to use a notice, similar to a Notice of Privacy Practices, that explains how Franchisee uses and discloses PHI. Franchisees will provide Franchisor, upon request, with Franchisee's Notice of Privacy Practices (or such similar document if Franchisee is not a Covered Entity) in effect at the time of the request.

b. Necessary Authorizations. Franchisee shall be responsible for obtaining signed Authorization(s) from Individual(s), when necessary under the HIPAA Rules, permitting Franchisee to use and disclose PHI to or on behalf of Franchisor, and permitting Franchisor to use and disclose such PHI on its own behalf, as directed from time-to-time by Franchisor to Franchisee. These Authorizations include uses and disclosures for such purposes that are referenced in or permitted by the Franchise Agreement or this Agreement, or are otherwise directed to Franchisee by Franchisor from time-to-time. Franchisee and Franchisor agree that any such Authorizations will be required to comply with the HIPAA Rules.

c. Permission for Use and Disclosure. Franchisee shall provide Franchisor with any change in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Franchisor's permitted to required uses and disclosures.

d. Notice of Restrictions. Franchisee shall notify Franchisor of any restriction to the use or disclosure of PHI that Franchisee has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Franchisor's use or disclosure of PHI.

e. Requests Conflicting with Any Applicable HIPAA Rules. Franchisee shall not request Franchisor use or disclose PHI in any manner that would not be permissible under any applicable HIPAA Rules if done by the Franchisee.

f. Compliance with HIPAA. Franchisee acknowledges and agrees that, even if it does not meet the definition of a Covered Entity under HIPAA, Franchisor may direct it to comply with all requirements of the HIPAA Rules that apply to Covered Entities, as permitted in the Franchise Agreement, through updates to mandatory specifications, standards, or otherwise.

g. Indemnification. Franchisee's obligation to indemnify Franchisor under Section 7.F of the Franchise Agreement applies to Franchisee's obligations

under this Agreement, including Franchisee's obligation to comply with all requirements of the HIPAA Rules that apply to Covered Entities. Franchisee will indemnify Franchisor against any and all claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees and costs) asserted against, imposed upon or incurred by Franchisor in connection with any use or disclosure of PHI in violation of the HIPAA Rules and this Agreement, including any Breach of Unsecured PHI. In addition, Franchisee shall secure such insurance coverage that is sufficient to meet its indemnification obligations under this section and shall provide proof of insurance coverage in such amounts upon request by Franchisor.

h. Cross-Default Under Franchise Agreement. Franchisee acknowledges and agrees that, to the extent Franchisee fails to comply with any of its obligations under this Section 4, such failure will constitute a non-curable default under Section 16.B(19) of the Franchise Agreement.

**5. Term and Termination.**

a. Term. The Term of this Agreement shall be effective as of the effective date of the Franchise Agreement. This Agreement will continue until the last of the following to occur:

i. The date Franchisor no longer uses, discloses, creates or otherwise has accesses to PHI created or received on behalf of Franchisee, provided Franchisor returns or destroys all PHI that is not necessary for Franchisor to continue its proper management and administration or to carry out its legal responsibilities;

ii. The date of termination of the Franchise Agreement; or

iii. The date the Franchisee terminates this Agreement for cause.

b. Termination for Cause. Upon Franchisee's knowledge of any material breach of this Agreement by Franchisor, Franchisee shall provide written notice of such breach to Franchisor and provide an opportunity for Franchisor to cure the breach or end the violation within thirty (30) business days, upon which Franchisee may terminate the Agreement if Franchisor does not cure the breach or end the violation.

c. Effect of Termination. Upon termination of this Agreement for any reason, Franchisor, with respect to PHI received from Franchisee, or created, maintained, or received by Franchisor on behalf of Franchisee, shall:

i. Retain only that PHI which is necessary for Franchisor to continue its proper management and administration or to carry out its legal responsibilities;

ii. Return to Franchisee or destroy the remaining PHI that Franchisor still maintains in any form;

iii. In the event that Franchisor determines that returning or destroying the PHI is not feasible, continue to extend the protections of this Agreement and use appropriate safeguards in accordance with the standards set forth in Subpart C of 45 CFR Part 164 with respect to Electronic PHI to limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as Franchisor retains the PHI;

iv. Not use or disclose the PHI retained by Franchisor other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 3 above, which applied prior to termination; and

v. Return to Franchisee or destroy the PHI retained by Franchisor when it is no longer needed by Franchisor for its proper management and administration or to carry out its legal responsibilities.

Franchisee acknowledges and agrees that in the event ownership or control of Franchisee is transferred, terminated, or otherwise changes, PHI shall remain with the franchise entity, or its successor, and Franchisor in its capacity of providing services to the franchisee entity, or its successor, consistent with the provisions of this Agreement. No owner, directors, employees, and/or subcontractors of Franchisee have any ownership right or interest in such PHI because they are not Covered Entities. Notwithstanding the above, Franchisor may in its discretion make and deliver copies of PHI to Franchisee's owners, directors, employees, and subcontractors to the extent necessary to comply with legal obligations and defend against professional actions or investigations.

**6. Miscellaneous.**

a. Compliance with State Law. Franchisor acknowledges that by accepting information from Franchisee, it may become a holder of medical records information under state privacy laws. If applicable HIPAA Rules and state privacy law conflict regarding Franchisor's duties, Franchisor will comply with the more protective requirement. Notwithstanding the foregoing, Franchisee is responsible for ensuring that the provisions of this Agreement, including the Authorization(s) and all uses and disclosures of PHI by Franchisor are consistent with and permitted under applicable state law. Franchisee so warrants and represents as a condition of entering into this Agreement and the Franchise Agreement with Franchisor.

b. Injunctive Relief. Any breach of this Agreement may result in irreparable harm to Franchisee. Franchisee reserves the right to seek injunctive relief and all other legal and equitable remedies available under the law.

c. Attorney Fees. Each Party agrees to bear its own legal expenses and any other cost incurred for claims, actions, or proceedings associated with a provision of this Agreement.

d. Governing Law. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Nebraska, and in accordance with applicable portions of HIPAA and applicable HIPAA Rules, without giving effect to the conflict of laws provisions.

e. Amendment. The Parties agree to take such action to amend this Agreement from time to time as is necessary for compliance with applicable HIPAA Rules and any other applicable law. Franchisor may unilaterally amend this Agreement in order to establish and maintain appropriate safeguards for PHI or for other business purposes; provided, however, that any such unilateral amendments may only be done to address noncompliance with the HIPAA Rules and for no other reason. In the event Franchisor believes unilateral amendment is required, Franchisor shall provide written notice to Franchisee identifying the rationale for the amendment, the provisions in this Agreement that are impacted, and the proposed amendment. Franchisee shall have ten (10) days to review and object to such amendment. Franchisee's failure to object within this time period constitutes acceptance of the amendment. Should Franchisee object to the amendment, the Parties shall engage in a dispute resolution process wherein each Party appoints an attorney to represent their interests. Such attorneys shall jointly appoint a mediator with experience in HIPAA and other federal health care regulatory laws to make a judgment as to whether the amendment is required by law and whether the amendment proposed by Franchisor satisfies HIPAA. Any amended agreement signed by the Franchisor on a later date will supersede this Agreement.

f. Regulatory References. A reference in this Agreement to a section of HIPAA means the section as in effect or as amended.

g. Interpretation. Any ambiguity in this Agreement or the Franchise Agreement shall be interpreted to permit compliance with HIPAA Rules, where applicable.

h. No Waiver of Obligations. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

i. Survival. The respective rights and obligations of Franchisor and Franchisee under Sections 2, 4, 5, and 6 shall be deemed to be material and shall survive the termination of this Agreement and the Franchise Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **HOME INSTEAD, INC.** | **[FRANCHISEE ENTITY NAME]** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

## EXHIBIT C

## HOME INSTEAD
## SOFTWARE ACCESS AGREEMENT

This Software Access Agreement (the "**Agreement**") is made and entered into this __ day of _____, 20___ (the "**Effective Date**"), by and between Home Instead, Inc., a Nebraska corporation (the "**Franchisor**"), and __, a ___, formed and operating under the laws of the State of ___ (the "**Franchisee**"). All capitalized terms in this Agreement have the meanings set forth in that certain Home Instead® Franchise Agreement No. _____ between the parties (the "**Franchise Agreement**"), the terms of which are incorporated by reference herein.

### Recitals

A. Pursuant to the Franchise Agreement, Franchisee operates a Home Instead® business providing home care services for older adults (the "**Franchised Business**"). Under the Franchise Agreement, Franchisor may require Franchisee to use approved software in the operation of the Franchised Business, which may be procured by Franchisor on behalf of Franchisee.

B. Franchisor has elected, and may elect in the future, to provide Franchisee with multiple software licenses which provide Franchisee and its approved representatives (e.g., administrative staff and owners) access to a collection of different services to operate their business (collectively, "**Software**").

C. Franchisee has elected to use one or more of the Software provided by Franchisor, and agrees to be bound by the terms of this Agreement while utilizing any Software.

### Agreement

In consideration of the above recitals and the promises set forth below, the parties agree as follows:

1. **Access to Software**. Franchisor grants to Franchisee a non-transferable and non-exclusive right to access Software, which has been procured by Franchisor, for use solely in connection with the operation and management of the Franchised Business. In some instances, use of certain Software may require Franchisor to obtain from Franchisee an executed and signed participation agreement which governs use of that specific Software. In those cases, Franchisor will provide the separate participation agreement to Franchisee and Franchisee must sign and return the participation agreement before Franchisee can begin using the Software. Franchisee is responsible for complying with all local, state, provincial, national and federal laws (including data privacy laws) and the accuracy of all information inputted into, contained in, generated by or accessible from the Software. Franchisee may use the Software only as permitted under the terms of this Agreement or an accompanying participation agreement. Franchisee cannot use the Software for any other purpose, including:

a) copying, in whole or in part, Software or any documentation; modifying Software; reverse compile or reverse assembling all or any portion of Software or otherwise attempt to derive the source code to Software; or rent, lease, distribute, sell, sublicense, or create derivative works of Software;

b) disclosing, providing, or otherwise making available the Software itself or any such trade secrets or copyrighted material in the Software in any form to any third party without the prior written consent of Franchisor. Franchisees shall implement reasonable security measures to protect such trade secrets and copyrighted material;

c) sending spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) sending or storing infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; (iii) sending or storing material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfering with or disrupting the integrity or performance of Software or the data contained therein; or (v) attempting to gain unauthorized access to Software or its related systems, networks, or data contained therein;

d) using the Software for any purpose other than as authorized by Franchisor;

e) attempting to gain unauthorized access to the Software; or

f) using access to the Software to build a competitive product or service.

2. **Security**. Franchisee is responsible for administering the login identities and passwords for each user in Franchisee's organization for all Software. Franchisee is responsible for keeping and maintaining the security of its passwords and setting permissions to control access. Franchisee will use its best efforts to protect the Software at all times from any unauthorized use. Franchisor is not responsible for unauthorized access to Franchisee's data that results from Franchisee's failure to keep secure its assigned passwords. Franchisee shall maintain accurate records regarding user names and logon credentials, and Franchisor may audit this information at any time to confirm that the appropriate license fees are being paid by Franchisee. Franchisee also agrees to promptly notify Franchisor in the event of any user changes. In addition, Franchisee acknowledges, understands and agrees that: (a) Franchisor reserves the right to remove access to or delete without notice any of Franchisee's emails or contacts, (b) Franchisor does not provide a back-up service for any of Franchisee's emails or contacts, (c) Franchisor is not responsible or liable to Franchisee or any third party for any lost or deleted email messages and contacts and (d) once removed email messages and contacts cannot be restored.

3. **Fees and Payment**. Franchisor reserves the right to pass through the cost of any Software to Franchisee. In addition, Franchisor reserves the right to increase the fee, if any, that it charges Franchisee for Software to reflect Franchisor's increased pass-through costs or its own increased internal costs of providing services and Software access. Franchisor

may change this fee multiple times during the term of this Agreement, so long as Franchisor provides prior notice to Franchisee of such pricing changes. Sections 8(E) (Electronic Funds Transfer) and 8(G) (Interest on Late Payments) of the Franchise Agreement are hereby incorporated by reference.

4. **Term and Termination**. This Agreement commences upon the Effective Date and continues until terminated by Franchisor. Franchisor reserves the right to terminate this Agreement immediately if: (a) Franchisor's license or agreement with any Software terminates, (b) Franchisor adopts a different Software program for the System, (c) a breach of this Agreement by Franchisee remains uncured 30 days after written notice of the breach was provided to Franchisee, or (d) the Franchise Agreement between the parties is terminated. Upon termination of this Agreement for any reason, Franchisee's access to the Software will be terminated. Termination of this Agreement due to an uncured breach by Franchisee is grounds for termination of the Franchise Agreement.

5. **Ownership**. Other than the license granted, no right, title or interest in all or any portion of the Software is conveyed or assigned to Franchisee, either expressly or by implication, by virtue of this Agreement, including any patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property associated with the Software.

6. **WARRANTY DISCLAIMER**. THE SOFTWARE IS LICENSED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

7. **Indemnification**. Franchisee shall indemnify Franchisor and Franchisors affiliates, principals, officers, directors, agents, and employees ("**Franchisor Indemnified Parties**") from and against any claim, liability, damage, fines, losses, expenses (including reasonable attorneys' fees and court costs and the cost of enforcing this indemnity clause arising from any: (a) material breach by Franchisee of the terms of this Agreement; (b) third-party claims that Franchisee has infringed on any intellectual property rights, including trademark copyright, or patents of any Software; (c) gross negligence or willful misconduct by Franchisee or Franchisee's agents or employees; (d) Franchisee's noncompliance with Sections 1(a)-1(f) of this Agreement. Franchisor shall give Franchisee written notice of any such indemnification claim, Franchisee shall have the right to assume the sole defense of such claim and Franchisor shall assist Franchisee as requested. Franchisor has the right to participate in the defense of any such claim at its expense. In no event shall Franchisee settle any claim without Franchisor's prior written consent (which consent shall not be unreasonably withheld).

8. **LIMITATION OF LIABILITY**. FRANCHISOR SHALL NOT BE LIABLE TO FRANCHISEE FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES WHATSOEVER OR HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE, ITS USE OR OTHERWISE. FRANCHISOR'S TOTAL LIABILITY TO FRANCHISEE FOR DAMAGES RELATED TO THE SOFTWARE SHALL NOT EXCEED THE AMOUNTS PAID BY FRANCHISEE FOR SOFTWARE IN THE PREVIOUS TWELVE-MONTH PERIOD.

9. **Miscellaneous**. This Agreement, the Franchise Agreement and any participation agreement represent the entire agreement between the parties regarding the Software and supersedes all prior agreements, representations, negotiations and understandings between the parties regarding the Software. The applicable terms of the Franchise Agreement will also control this Agreement. This Agreement is only assignable by Franchisee in connection with a valid assignment of the Franchise Agreement. The provisions of the Franchise Agreement are incorporated by reference, including, without limitation, the sections entitled "Enforcement", "Waiver of Damages", "Notices and Payment", and "Construction/Integration of Agreement". Electronic signatures of this Agreement, including any acceptance of terms and conditions through online forms, shall have the full force and effect of an original signature of this Agreement and shall be deemed the same.

The parties have executed this Agreement as of the Effective Date.

| **FRANCHISOR:** | **FRANCHISEE:** |
|---|---|
| **HOME INSTEAD, INC.** | **[FRANCHISEE ENTITY NAME]** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

# EXHIBIT 1

# TO HOME INSTEAD SOFTWARE ACCESS AGREEMENT

## *EXHIBIT 1*

This Participation Agreement ("Participation Agreement") is entered into by the party signing below ("you") for the benefit of the Microsoft affiliate ("Microsoft") and shall be enforceable against you by Microsoft in accordance with its terms. You acknowledge that Microsoft and Home Instead, Inc. ("customer") have entered into Microsoft Enrollment, No. 68545217 (the "agreement"), under which you desire to sublicense certain Microsoft Products. Terms used in this Participation Agreement but not otherwise defined will have the definition provided in the agreement. As used in this Participation Agreement, the term to "run" a Product means to copy, install, use, access, display, run or otherwise interact with it. You acknowledge that your right to run any version of any Product sublicensed under the agreement is governed by the applicable use rights for the Product and version licensed as of the date you first run that copy. The use rights for Software and Online Services are set forth in the Microsoft Product Terms, as updated from time to time, and any successor Microsoft licensing terms (collectively, the "Product Terms"). Such Product Terms will be made available to you by the customer, or may be found at https://www.microsoft.com/licensing/terms (or any successor site designated by Microsoft). Microsoft does not transfer any ownership rights in any licensed Product and it reserves all rights not expressly granted.

**Acknowledgment and Agreement.** You hereby acknowledge that you have obtained a copy of the Product Terms available at https://www.microsoft.com/licensing/terms (or any successor site designated by Microsoft)applicable to the Products acquired under the above-referenced agreement; you have read and understood the terms and conditions as they relate to your obligations; and you agree to be bound by such terms and conditions, as updated from time to time, as well as to the following provisions. You acknowledge that access to Products may be provisioned through Customer-controlled systems or tenants, and your use must comply with Customer's applicable policies and administrative controls. You further agree that Microsoft may update the Product Terms from time to time, and your continued use of the Products is subject to such updated terms.

**a. Restrictions on use.** You may not:

(i) Separate the components of a Product made up of multiple components by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the Product Terms;

(ii) Rent, lease, lend or host Products, except where Microsoft agrees by separate agreement;

(iii) Reverse engineer, de-compile or disassemble Products or fixes, except to the extent expressly permitted by applicable law despite this limitation;

Products, Fixes and Service Deliverables licensed under this agreement (including any license or services agreement incorporating these terms) are subject to U.S. export jurisdiction. You must comply with all domestic and

international export laws and regulations that apply to the Products, Fixes and Service Deliverables. Such laws include restrictions on destinations, end-user, and end-use for additional information, see http://www.microsoft.com/exporting/.

**b. Limited Product warranty.**

(i) **Microsoft warrants that:**

1) Online Services will perform in accordance with the applicable Service Level Agreement; and

2) Products other than Online Services will perform substantially as described in the applicable Microsoft user documentation.

(ii) **Limited warranty term**. The limited warranty for:

1) Online Services is for the duration of your use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement; and

2) Products other than Online Services is one year from the date customer first obtained rights to the Product.

(iii) **Limited warranty exclusions**. This limited warranty is subject to the following limitations:

1) the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with this agreement or the Product Terms, or resulting from events beyond Microsoft's reasonable control;

2) the limited warranty does not apply to components of Products that you are permitted to redistribute;

3) the limited warranty does not apply to free, trial, pre-release, or beta products; and

4) the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

(iv) **Remedies for breach of limited warranty.** If Microsoft fails to meet any of the above limited warranties and you notify Microsoft within the warranty term, then Microsoft will:

1) for Online Services, provide the remedies identified in the Service Level Agreement for the affected Online Service;

2) for Products other than Online Services, at its option, either (a) return to customer the price paid by customer, or (b) repair or replace the Product.

These are your only remedies for breach of the limited warranty other than remedies required to be provided under applicable law.

**c.** **NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS AND RELATED MATERIALS. MICROSOFT WILL NOT BE LIABLE FOR ANY PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY MICROSOFT UNLESS SUCH THIRD-PARTY PRODUCTS ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND MICROSOFT, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT. ANY WARRANTIES, GUARANTEES, OR CONDITIONS THAT CANNOT BE DISCLAIMED AS A MATTER OF LAW LAST FOR ONE YEAR FROM THE START OF THE LIMITED WARRANTY.

**d.** **Limitation of liability.** There may be situations in which you have a right to claim damages or payment from Microsoft. Except as otherwise specifically provided in this paragraph, whatever the legal basis for your claim, Microsoft's liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the following amounts: (1) for each Product other than Online Services, the amount customer paid for the Product under the agreement, and (3) for Online Services, the amount customer paid for the Online Service during the 12 months before the cause of action arose; provided that in no event will a party's aggregate liability for any Online Service exceed the amount customer paid for that Online Service, as used by you under this agreement. In the case of Microsoft's responsibilities with respect to third party patent or copyright infringement, claims, Microsoft's obligation to defend such claims will not be subject to the preceding limitation, but Microsoft's liability to pay damages awarded in any final adjudication (or settlement to which it consents) will be. In the case of free Product or code you are authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's total liability to you will not exceed US$5,000, or its equivalent in local currency.

**e.** **NO LIABILITY FOR CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU, YOUR AFFILIATES OR SUPPLIERS, NOR MICROSOFT, ITS AFFILIATES OR SUPPLIERS WILL BE LIABLE FOR ANY INDIRECT DAMAGES

(INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING IN CONNECTION WITH ANY AGREEMENT, PRODUCT, OR FIX, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

**f.** **Your agreement to protect.** You must defend Microsoft against any claims made by an unaffiliated third party that:

(i) any Customer Data or non-Microsoft software Microsoft hosts on your behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or

(ii) arise from a violation of the terms of the Acceptable Use Policy, which is described in the Product Terms.

You must pay the amount of any resulting adverse final judgment (or settlement to which you consent).

Microsoft will notify you promptly in writing of a claim subject to this section. Microsoft will (1) give you sole control over the defense or settlement of such claim; and (2) provide reasonable assistance in defending the claim. You must reimburse Microsoft for reasonable out-of-pocket expenses that Microsoft incurs in providing assistance.

**g.** **Application.** The limitations on and exclusions of liability for damages set forth herein apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

**h.** **Verifying compliance.** You must keep records relating to the Products you use or run. Microsoft has the right to verify compliance with these terms and any applicable Product Terms, at its expense. To do so, Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 15 days' notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. You must promptly provide the independent auditor with any information it reasonably requests in furtherance of the verification, including access to systems running the Products. As an alternative, Microsoft may require you to accurately complete its self-audit questionnaire relating to the Products you use. If verification or self-audit reveals unlicensed use or distribution of Products, you must promptly order sufficient licenses to permit all Product usage disclosed. If unlicensed use is 5% or more, you must reimburse Microsoft for the costs it has

incurred in verification and acquire the necessary additional licenses at 125% of the then current price list and your price level within 30 days. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If Microsoft undertakes such verification and does not find material unlicensed use of Products, it will not undertake another such verification for at least one year. Microsoft and its auditors will use the information obtained in compliance verification only to enforce its rights and to determine whether you are in compliance with these terms and the Product Terms. By invoking the rights and procedures described above, Microsoft does not waive its rights to enforce these terms or the Product Terms, or to protect its intellectual property by any other means permitted by law.

i. **Dispute Resolution; Applicable Law.** This Participation Agreement will be governed and construed in accordance with the laws of the jurisdiction whose law governs the agreement. You consent to the exclusive jurisdiction and venue of the state and federal courts located in such jurisdiction. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights in any appropriate jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this agreement or any license entered into with Microsoft or its affiliates under this agreement.

Your violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder. This Participation Agreement will terminate immediately in the event of termination of your contractual affiliation with customer.

Dated as of the _____ day of _____, 20___.

CUSTOMER AFFILIATE

**[FRANCHISEE ENTITY NAME]**

By: _____

Name: _____

Title: _____

Date: _____

# EXHIBIT C

## STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT C

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

| STATE | STATE ADMINISTRATOR/AGENT | ADDRESS |
|---|---|---|
| California | Commissioner of Financial Protection and Innovation<br>California Department of Financial Protection and Innovation | 320 West 4th Street, Suite 750<br>Los Angeles, CA 90013-2344<br>1-866-275-2677 |
| Hawaii (State Administrator) | Commissioner of Securities<br>Dept. of Commerce and Consumer Affairs<br>Business Registration Division<br>Securities Compliance Branch | 335 Merchant Street<br>Room 203<br>Honolulu, HI 96813 |
| Illinois | Illinois Attorney General | 500 South Second Street<br>Springfield, IL 62706 |
| Indiana (State Administrator) | Indiana Securities Commissioner<br>Securities Division | 302 West Washington Street, Room E111<br>Indianapolis, IN 46204 |
| Indiana (Agent) | Indiana Secretary of State | 302 West Washington Street, Room E018<br>Indianapolis, IN 46204 |
| Maryland (State Administrator) | Office of the Attorney General<br>Division of Securities | 200 St. Paul Place<br>Baltimore, MD 21202-2020 |
| Maryland (Agent) | Maryland Securities Commissioner | 200 St. Paul Place<br>Baltimore, MD 21202-2020 |
| Michigan | Michigan Department of Attorney General<br>Corporate Oversight Division<br>Franchise Section | G. Mennen Williams Building, 5th Floor<br>525 West Ottawa Street<br>Lansing, MI 48933 |
| Minnesota | Commissioner of Commerce<br>Minnesota Department of Commerce | 85 7th Place East, Suite 280<br>St. Paul, MN 55101-2198 |
| New York (State Administrator) | NYS Department of Law<br>Investor Protection Bureau | 28 Liberty Street, 21st Floor<br>New York, NY 10005<br>212-416-8236 |
| New York (Agent) | New York Department of State | One Commerce Plaza<br>99 Washington Avenue, 6th Floor<br>Albany, NY 12231-0001<br>518-473-2492 |

| | | |
|---|---|---|
| North Dakota | North Dakota Insurance & Securities Department | 600 East Boulevard Avenue<br>Dept. 401<br>Bismarck, ND 58505 |
| Rhode Island | Director Department of Business Regulation, Securities Division | 1511 Pontiac Avenue<br>John O. Pastore Complex – Building 68-2<br>Cranston, RI 02920 |
| South Dakota | Department of Labor and Regulation<br>Division of Insurance – Securities Regulation | 124 S. Euclid, Suite 104<br>Pierre, SD 57501 |
| Virginia (State Administrator) | State Corporation Commission<br>Division of Securities and Retail Franchising | 1300 East Main Street, 9th Floor<br>Richmond, VA 23219 |
| Virginia (Agent) | Clerk of the State Corporation Commission | 1300 East Main Street, 1st Floor<br>Richmond, VA 23219-3630 |
| Washington | Department of Financial Institutions<br>Securities Division | 150 Israel Road SW<br>Tumwater, WA 98501<br>360-902-8760 |
| Wisconsin | Commissioner of Securities | Department of Financial Institutions<br>Division of Securities<br>4822 Madison Yards Way, North Tower<br>Madison, WI 53705 |

# EXHIBIT D

# LIST OF FRANCHISEES

# EXHIBIT D

## LIST OF FRANCHISEES

## AS OF JANUARY 31, 2026

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| Alabama | Dan and Andrea Pahos | 2059 Columbiana Road, Suite 105 | Birmingham | AL | 35216 | (205) 822-1915 |
| | Dan and Andrea Pahos | 2059 Columbiana Road, Suite 105 | Birmingham | AL | 35216 | (205) 822-1915 |
| | Lan Berry | 1231 W Main Street | Dothan | AL | 36301 | (334) 699-6815 |
| | Pam Hodges | 2703 Darby Drive | Florence | AL | 35630 | (256) 764-4316 |
| | Bob Brasher | 2715 Spring Gate Lane SE | Huntsville | AL | 35802 | (256) 883-3080 |
| | Braddock Wilson | 2411 Old Shell Road | Mobile | AL | 36607 | (251) 342-6655 |
| | Kaipo and Stacy Robello | 2867 Zelda Road | Montgomery | AL | 36106 | (334) 215-9577 |
| | Rachel Durko | 2011 Executive Park Drive | Opelika | AL | 36801 | (334) 321-1050 |
| | Steve Nooyen and Jacob Hietpas | 607 West Grand Avenue, Unit G | Rainbow City | AL | 35906 | (256) 485-0207 |
| Alaska | Stacee Frost Kleinsmith | 440 W Benson Blvd., Suite 100 | Anchorage | AK | 99503 | (907) 277-4663 |
| Arizona | Mahnaz and Ken Pourian | 353 W Central Avenue | Coolidge | AZ | 85128 | (520) 426-3902 |
| | Kelly Cornelius | 17100 E Shea Boulevard, Suite 540 | Fountain Hills | AZ | 85268 | (480) 500-6550 |
| | Anthony and Blair Sapeta | 250 N Litchfield Road, Suite 250 | Goodyear | AZ | 85338 | (623) 777-3637 |
| | Tom and Nealy Meisinger | 170 N La Canada Drive, Suite 40 | Green Valley | AZ | 85614 | (520) 770-8660 |
| | Mahnaz and Ken Pourian | 3850 E Baseline Road, Suite 128 | Mesa | AZ | 85206 | (480) 827-4343 |
| | Kelly Cornelius | 1430 E Missouri Avenue, Suite 200 | Phoenix | AZ | 85014 | (602) 603-1725 |
| | Bob and Makalla Fritz | 14231 N 7th Street, #7B | Phoenix | AZ | 85022 | (602) 638-1470 |
| | Debbie Gross and Steve Conroy | 1579 W Gurley Street, Suite A-19 | Prescott | AZ | 86305 | (928) 312-2259 |
| | Kelly Cornelius | 6991 East Camelback Road, D-300 | Scottsdale | AZ | 85251 | (480) 991-3959 |
| | Jason and Nancy Fish | 14621 N Del Webb Boulevard | Sun City | AZ | 85351 | (623) 499-3290 |
| | Debbie Gross and Steve Conroy | 15003 W Bell Road, Suite 125 | Surprise | AZ | 85374 | (623) 223-9215 |
| | Debbie Gross and Steve Conroy | 15003 W Bell Road, Suite 125 | Surprise | AZ | 85374 | (623) 227-0715 |
| | Scott Ehrsam | 3208 N Tucson Boulevard | Tucson | AZ | 85716 | (520) 770-9943 |
| Arkansas | Matt McClure and Jennifer Bassett | 19863 I-30, Suite 9 | Benton | AR | 72015 | (501) 778-3093 |
| | Matt McClure and Jennifer Bassett | 2109 N Green Acres Road | Fayetteville | AR | 72703 | (479) 380-1881 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Jonathan and Stephanie Fry | 2409 S 51st Court | Fort Smith | AR | 72903 | (479) 434-6960 |
| | Paul and Ashley Fry | 2908 King Street Jonesboro AR, 72401 USA | Jonesboro | AR | 72401 | (870) 933-6247 |
| | Noel and Elaine Morris | 124 Highway 201 N | Mountain Home | AR | 72653 | (870) 425-0700 |
| | Matt McClure and Jennifer Bassett | 6 N Halstead Circle, Suite 8 | Rogers | AR | 72756 | (479) 936-9885 |
| | Paul and Ashley Fry | 215 S Arkansas Avenue, Suite 1 | Russellville | AR | 72801 | (479) 777-3477 |
| | Matt and Cathy McClure | 711 Golf Course Drive | Searcy | AR | 72143 | (501) 758-7340 |
| California | Buck and Tonya Shaw | 173 Palm Avenue | Auburn | CA | 95603 | (530) 885-3904 |
| | Carly and Lawrence Snow | 5500 Ming Avenue, Suite 360 | Bakersfield | CA | 93309 | (661) 888-4908 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 9465 Wilshire Boulevard | Beverly Hills | CA | 90212 | (424) 600-8346 |
| | Ken Tabb | 265 S Randolph Avenue, Suite 230 | Brea | CA | 92821 | (714) 871-4274 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 3917 W Riverside Drive, 2nd Floor | Burbank | CA | 91505 | (818) 843-8688 |
| | Anurag Pandey and Inder Atwal | 2951 Winchester Boulevard, Suite 200 | Campbell | CA | 95008 | (408) 370-6360 |
| | Nathan and Emily Vail | 2639 Forest Avenue, Suite 110 | Chico | CA | 95928 | (530) 895-6100 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 1500 Adams Avenue, Suite 304 | Costa Mesa | CA | 92626 | (714) 444-4880 |
| | Rushika Mediwake | 750 Terrado Plaza, Suite 16 | Covina | CA | 91723 | (626) 938-0113 |
| | Eric Carr and Diane Green | 5601 W Slauson Avenue, Suite 255 | Culver City | CA | 90230 | (310) 645-8475 |
| | Buck and Tonya Shaw | 720 Olive Drive, Suite D1 | Davis | CA | 95616 | (916) 920-2273 |
| | Don and Shavon Pierce | 8255 Firestone Boulevard, Suite 301 | Downey | CA | 90241 | (562) 401-0010 |
| | Buck and Tonya Shaw | 9245 Laguna Springs Drive, Suite 200 CA | Elk Grove | CA | 95758 | (916) 920-2273 |
| | Gregg Rosenblum | 250 W Crest Street, Suite E | Escondido | CA | 92025 | (858) 753-6440 |
| | Theodore Torio | 745 E Locust Avenue, Suite 105 | Fresno | CA | 93720 | (559) 243-1224 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 770 A Street | Hayward | CA | 94541 | (510) 686-9940 |
| | Jared and Katie Harbin | 414 S Palm Avenue | Hemet | CA | 92543 | (951) 929-1050 |
| | Bill and Michelle Thomas | 18 Technology Drive, Suite 205 | Irvine | CA | 92618 | (949) 418-9176 |
| | Symphony Krueger | 5360 Jackson Drive, Suite 120 | La Mesa | CA | 91942 | (619) 460-6222 |
| | Joel Green and Charlene Perrone | 42156 10th Street W, Suite 103 | Lancaster | CA | 93534 | (661) 254-8701 |
| | Don and Shavon Pierce | 5500 E Atherton Street, Suite 216 | Long Beach | CA | 90815 | (562) 596-4884 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 1516 S Bundy Drive, Suite 202 | Los Angeles | CA | 90025 | (310) 590-1685 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 3660 Wilshire Boulevard, Suite 311 | Los Angeles | CA | 90010 | (323) 466-2345 |
| | Carter Prescott and Greg Sanchez | 899 W Foothill Boulevard, Suite H | Monrovia | CA | 91016 | (626) 599-2310 |
| | Laurie Reid | 6593 Collins Drive, Suite D-10 | Moorpark | CA | 93021 | (805) 577-0926 |
| | Rich Southard | 14420 Elsworth Street, Suite 116 | Moreno Valley | CA | 92553 | (951) 369-7047 |
| | Anurag Pandey and Inder Atwal | 18181 Butterfield Boulevard, Suite 170 | Morgan Hill | CA | 95037 | (408) 370-6360 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 505 14th Street, Suite 900 | Oakland | CA | 94612 | (510) 686-9940 |
| | David Rezner | 128 E Katella Avenue, Suite 210 | Orange | CA | 92867 | (714) 288-1957 |
| | Rob Costello | 73-726 Alessandro Drive, Suite 200 | Palm Desert | CA | 92260 | (760) 674-1905 |
| | Carter Prescott and Greg Sanchez | 200 E Del Mar Boulevard, Suite 350 | Pasadena | CA | 91105 | (626) 486-0800 |
| | Brandi Johnson | 9213 Archibald Avenue | Rancho Cucamonga | CA | 91730 | (909) 476-9030 |
| | Manny and Valarie Hernandez | 461 Tennessee Street, Suite O | Redlands | CA | 92373 | (909) 370-0343 |
| | Julie Ann Soukoulis | 6650 Commerce Boulevard, Suite 25 | Rohnert Park | CA | 94928 | (707) 586-1516 |
| | Buck and Tonya Shaw | 2281 Lava Ridge Court | Roseville | CA | 95661 | (916) 920-2273 |
| | Buck and Tonya Shaw | 3050 Fite Circle, Suite 101D | Sacramento | CA | 95827 | (916) 920-2273 |
| | Jason Baker | 3645 Ruffin Road, Suite 100 | San Diego | CA | 92123 | (858) 277-3722 |
| | David Ramirez | 1 Daniel Burnham Court, Suite 200C | San Francisco | CA | 94109 | (415) 441-6490 |
| | David Ramirez | 1 Daniel Burnham Court, Suite 200C | San Francisco | CA | 94109 | (415) 441-6490 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 616 S Del Mar Avenue, Suite E | San Gabriel | CA | 91776 | (626) 508-1514 |
| | Jim Kordenbrock | 33161 Camino Capistrano, Suite G | San Juan Capistrano | CA | 92675 | (949) 347-6767 |
| | Jim Kordenbrock | 33161 Camino Capistrano, Suite G | San Juan Capistrano | CA | 92675 | (949) 347-6767 |
| | Daniel Robles and Matt Galbraith | 3055 Duncan Road, Suite A | San Luis Obispo | CA | 93401 | (805) 473-5781 |
| | Martie Cruz | 2207 S El Camino Real | San Mateo | CA | 94403 | (650) 522-8009 |
| | Martie Cruz | 2207 S El Camino Real | San Mateo | CA | 94403 | (650) 522-8009 |
| | Catherine and Todd Vaughan | 1050 Northgate Drive, Suite 180 | San Rafael | CA | 94903 | (415) 883-6260 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 6101 Bollinger Canyon Road, Suite 315 | San Ramon | CA | 94583 | (510) 686-9940 |
| | Tom Deakins and Ashlyn Cornes | 101 W Anapamu Street, Suite C | Santa Barbara | CA | 93101 | (805) 560-6995 |
| | Jim Trisch | 5805 Sepulveda Boulevard, Suite 101 | Sherman Oaks | CA | 91411 | (818) 988-6848 |
| | Sandeep Bhatia | 5713 N Pershing Avenue, Suite A4 | Stockton | CA | 95207 | (209) 933-9737 |
| | Sherry and Paul Dziuban | 43533 Ridge Park Drive, Suite B | Temecula | CA | 92590 | (951) 696-2100 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 171 E Thousand Oaks Boulevard, Suite 203 | Thousand Oaks | CA | 91360 | (805) 370-0303 |
| | Denise De Cock | 3625 Del Amo Boulevard, Suite 105 | Torrance | CA | 90503 | (310) 542-0563 |
| | Denise De Cock | 3625 Del Amo Boulevard, Suite 105 | Torrance | CA | 90503 | (310) 542-0563 |
| | Shannon Chan | 29300 Kohoutek Way, Suite 130 | Union City | CA | 94587 | (510) 972-0870 |
| | Shannon Chan | 29300 Kohoutek Way, Suite 130 | Union City | CA | 94587 | (510) 972-0870 |
| | Jaime Penaherrera | 1517 Tennessee Street | Vallejo | CA | 94590 | (707) 552-2266 |
| | Brandi Johnson | 13334 Amargosa Road | Victorville | CA | 92392 | (760) 843-5655 |
| | Paul and Sherry Dziuban | 901 Hacienda Drive, Suite B | Vista | CA | 92081 | (760) 639-6472 |
| | Rich Southard | 13585 Whittier Boulevard, Suite 104 | Whittier | CA | 90605 | (562) 698-8600 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 19725 Sherman Way, Suite 330 | Winnetka | CA | 91306 | (818) 818-5014 |
| | Chita Henning | 5950 Canoga Avenue, Suite 210 | Woodland Hills | CA | 91367 | (818) 717-0643 |
| Colorado | Jared and Erica Wagner | 230 Third Street, Suite 200 | Castle Rock | CO | 80104 | (303) 688-7852 |
| | Reed and Kate Kovalan | 1955 N Union Boulevard, Suite 100 | Colorado Springs | CO | 80909 | (719) 534-0908 |
| | Reed and Kate Kovalan | 15435 Gleneagle Drive, Suite 102 | Colorado Springs | CO | 80921 | (719) 208-8166 |
| | Kristin and Robert Dahlquist | 2095 S Pontiac Way | Denver | CO | 80224 | (303) 389-5700 |
| | Kristin Dahlquist, Ricky Anderson and Lauren Lier | 4704 Harlan Street, Suite 100 | Denver | CO | 80212 | (303) 463-1900 |
| | Kristin Dahlquist, Ricky Anderson and Lauren Lier | 4704 Harlan Street, Suite 100 | Denver | CO | 80212 | (303) 463-1900 |
| | Katie Bui and Jason Arends | 160 Rock Point Drive, Suite C | Durango | CO | 81301 | (970) 828-6700 |
| | Kristin and Robert Dahlquist | 251 Boardwalk Drive | Fort Collins | CO | 80525 | (970) 494-0289 |
| | Brandi Johnson | 2472 Patterson Road, #5 | Grand Junction | CO | 81505 | (970) 212-7004 |
| | Kristin and Robert Dahlquist | 2629 W Main Street, 105 | Littleton | CO | 80120 | (720) 283-7275 |
| | Michael Lammers | 183 S Taylor Avenue, Suite 161 | Louisville | CO | 80027 | (720) 890-0184 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Katie Bui and Jason Arends | 1319 Court Street | Pueblo | CO | 81003 | (719) 867-4030 |
| Connecticut | Darin and Jamie Hecht | 2488 Boston Post Road, Suite 12A | Guilford | CT | 06437 | (203) 458-2992 |
| | Andrew Clifford | 1733 Whitney Avenue | Hamden | CT | 06517 | (203) 288-1118 |
| | Lesley Kuffour | 7 Ledgebrook Drive, Unit B | Mansfield | CT | 06250 | (860) 896-5295 |
| | Roger Ross and Sandra Greaves | 975 Middle Street, Suite D | Middletown | CT | 06457 | (860) 316-2531 |
| | Colman and Heather Gately | 149 Water Street, Suite 402 | Norwalk | CT | 06854 | (203) 853-0370 |
| | Sharon Massafra | 101 Merritt Boulevard, Suite 22 | Trumbull | CT | 06611 | (203) 386-1151 |
| | Rupal and Samrat Sisodia | 2446 Albany Avenue, Suite 304 | West Hartford | CT | 06117 | (860) 236-5995 |
| Delaware | Robert Ware | 20771 Professional Park Boulevard, Unit #1 | Georgetown | DE | 19947 | (302) 645-8270 |
| | Allison Sullivan | 1701 Shallcross Avenue, Suite A | Wilmington | DE | 19806 | (302) 654-4003 |
| | Allison Sullivan | 1701 Shallcross Avenue, Suite A | Wilmington | DE | 19806 | (302) 654-4003 |
| District of Columbia | Imran Ahmed | 20 F Street NW, Suite 758 | Washington | DC | 20001 | (202) 688-1306 |
| Florida | Dave Heinze, Tabitha and Robert Mastalerz | 715 Douglas Avenue, Suite 24 | Altamonte Springs | FL | 32714 | (805) 473-5781 |
| | Lisa Herlache and Marshall Webster | 804 40th Street W | Bradenton | FL | 34205 | (941) 739-3050 |
| | Dave Heinze and Derick Nguyen | 1755 S Kings Avenue | Brandon | FL | 33511 | (813) 684-1972 |
| | John Ruehle and Johnny Long | 1505 SE 40th Street, Suite C | Cape Coral | FL | 33904 | (239) 541-4133 |
| | Colin and Julie Castle | 14202 62nd Street N | Clearwater | FL | 33760 | (727) 799-1400 |
| | Colin and Julie Castle | 14202 62nd Street N | Clearwater | FL | 33760 | (727) 799-1400 |
| | Colin and Julie Castle | 14202 62nd Street N | Clearwater | FL | 33760 | (727) 799-1400 |
| | Cheryl and Jim Hernandez | 211 Citrus Tower Boulevard | Clermont | FL | 34711 | (352) 717-5700 |
| | Shiv Puri and Shikha Jain | 801 Beville Road, Suite 202 | Daytona Beach | FL | 32119 | (386) 255-0645 |
| | Shiv Puri and Shikha Jain | 801 Beville Road, Suite 202 | Daytona Beach | FL | 32119 | (386) 255-0645 |
| | Susan Witting | 13590 S Jog Road, Suite C6 | Delray Beach | FL | 33446 | (561) 409-5980 |
| | Todd Harrell | 922 Mar Walt Drive, Suite 203 | Fort Walton Beach | FL | 32547 | (850) 243-6464 |
| | Carolyn Quintanilla | 949 U.S. Highway 41 South | Inverness | FL | 34450 | (352) 249-1257 |
| | James Arnold | 9191 R G Skinner Parkway, Suite 801 | Jacksonville | FL | 32256 | (904) 363-6699 |
| | Kari Gomez | 810 E Main Street | Lakeland | FL | 33801 | (863) 937-1500 |
| | Paul King | 216 N 3rd Street, Suite A | Leesburg | FL | 34748 | (352) 323-6100 |
| | Haynes Payne | 849 Sarno Road | Melbourne | FL | 32935 | (321) 751-1003 |
| | Gisela DeArmas-Ramirez | 1150 NW 72nd Avenue, Suite 650 | Miami | FL | 33126 | (786) 845-0888 |
| | John and Stacey Murphy | 5425 Main Street | New Port Richey | FL | 34652 | (727) 845-5819 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Carolyn Quintanilla | 9401 SW State Road 200, Suite 3004 | Ocala | FL | 34481 | (352) 622-6447 |
| | Betsy and Christian Miller | 1532 Kingsley Avenue, Suite 105 | Orange Park | FL | 32073 | (904) 215-8520 |
| | Dave Heinze, Tabitha and Robert Mastalerz | 3655 Maguire Boulevard, Suite 150 | Orlando | FL | 32803 | (407) 445-8885 |
| | Dave Heinze, Tabitha and Robert Mastalerz | 3655 Maguire Boulevard, Suite 150 | Orlando | FL | 32803 | (407) 445-8885 |
| | James Arnold | 399 Palm Coast Parkway SW, Unit 3 | Palm Coast | FL | 32137 | (386) 986-1931 |
| | Kaipo and Stacy Robello | 817 N Palafox Street | Pensacola | FL | 32501 | (850) 477-1947 |
| | Dave Heinze | 7473 NW 4th Street | Plantation | FL | 33317 | (954) 505-7957 |
| | Dave Heinze | 7473 NW 4th Street | Plantation | FL | 33317 | (954) 505-7957 |
| | Gabriela and Mark Santiago | 549 NW Lake Whitney Place, Suite 106 | Port St. Lucie | FL | 34986 | (772) 924-3210 |
| | Temi and John Charrier | 2801 Fruitville Road, Suite 130 | Sarasota | FL | 34237 | (941) 951-2242 |
| | Dave Heinze | 8356 Forest Oaks Boulevard | Spring Hill | FL | 34606 | (352) 340-5900 |
| | James Arnold | 2730 US 1 S, Suite O | St. Augustine | FL | 32086 | (904) 794-9450 |
| | Scott Harrell | 2344 Centerville Road, Suite 105 | Tallahassee | FL | 32308 | (850) 297-1897 |
| | Dave Heinze and Derick Nguyen | 5005 W. Laurel Street, Suite 100 | Tampa | FL | 33607 | (813) 930-9366 |
| | Dave Heinze and Derick Nguyen | 141 Pond Cypress Road, Suite A | Venice | FL | 34292 | (941) 375-8400 |
| | Christine and Ron Krasnansky | 885 37th Place, Suite A | Vero Beach | FL | 32960 | (772) 564-8821 |
| | David and Michelle Scott | 16547 US-301 | Wimauma | FL | 33598 | (813) 633-0333 |
| | Mark Arquitt | 441 E Central Avenue | Winter Haven | FL | 33880 | (863) 294-9141 |
| | Dave Heinze and Freddy Albashir | 6719 Gall Boulevard, Suite 104 | Zephyrhills | FL | 33542 | (813) 991-7524 |
| Georgia | Quynh Spicer | 4210 Columbia Road, Suite 13-A | Augusta | GA | 30907 | (706) 922-3601 |
| | Andrew Williams | 702 Pat Haralson Drive | Blairsville | GA | 30512 | (706) 835-3800 |
| | Sharon Baker | 2813 Hamilton Road | Columbus | GA | 31904 | (706) 987-8600 |
| | Matt Cohn | 160 Clairemont Avenue, Suite 200 | Decatur | GA | 30030 | (770) 392-8952 |
| | Billy Frost | 1101-K2 Hillcrest Parkway | Dublin | GA | 31021 | (478) 275-8176 |
| | Matt Cohn | 115 1/2 Bradford Street, Suite 210 | Gainesville | GA | 30501 | (770) 534-5880 |
| | Tony and Deonna Barfield | 319 W General Screven Way, Suite 109 | Hinesville | GA | 31313 | (912) 332-1554 |
| | Ken Stavas | 1301 Shiloh Road, Suite 1730 | Kennesaw | GA | 30144 | (770) 425-4240 |
| | Shannon Bell | 2940 Riverside Drive, Suite 103 | Macon | GA | 31204 | (478) 477-5501 |
| | Matt Cohn | 3150 Holcomb Bridge Road, Suite 303 | Norcross | GA | 30071 | (770) 972-2273 |
| | Matthew Kelson and Deirdre Elliott | 117 Governors Square, Suite A | Peachtree City | GA | 30269 | (770) 461-1290 |
| | Ken Stavas | 701 Broad Street, Suite 305 | Rome | GA | 30161 | (706) 290-1367 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Ken Stavas | 300 Colonial Center Parkway, Suite 100 | Roswell | GA | 30076 | (770) 425-4240 |
| | James Arnold | 6709 Forest Park Drive, Suite A | Savannah | GA | 31406 | (912) 355-0099 |
| | Chuck Coker | 329 N Broad Street, Suite C-3 | Thomasville | GA | 31792 | (229) 245-0123 |
| | Matt Bell | 1551 Jennings Mill Road, Suite 2400C | Watkinsville | GA | 30677 | (706) 613-2224 |
| Hawaii | Sherry and Paul Dziuban | 1600 Kapiolani Boulevard, Suite 212 | Honolulu | HI | 96814 | (808) 944-0422 |
| | Butch Merideth | 970 N Kalaheo Avenue, Suite A-323 | Kailua | HI | 96734 | (808) 744-0215 |
| Idaho | Althea Jones | 9422 W Fairview Avenue | Boise | ID | 83704 | (208) 888-9962 |
| | Ene Gaines | 302 E Linden Avenue, Suite 103 | Coeur d'Alene | ID | 83814 | (208) 415-0366 |
| Illinois | Ada and Aaron Christopher | 303 E Main Street, Suite 102 | Barrington | IL | 60010 | (847) 829-1860 |
| | Beth Roussel | 2321 Country Road | Belleville | IL | 62221 | (618) 234-7640 |
| | Ada and Aaron Christopher | 201 N Randolph Street, Suite 1 | Champaign | IL | 61820 | (217) 318-2883 |
| | Michael and Jackie Melinger | 1165 N Clark Street, Suite 700 | Chicago | IL | 60610 | (773) 463-3500 |
| | Rob Mondi | 2585 Sycamore Road | DeKalb | IL | 60115 | (815) 754-1300 |
| | Nikki Bishop | 105 South Pointe Drive, Suite B | Edwardsville | IL | 62025 | (618) 307-9534 |
| | Courtney and Eric Pucel | 19624 Governors Highway, Suite 4 | Flossmoor | IL | 60422 | (708) 647-6000 |
| | Parth Patel | 100 N Atkinson Road, Suite 112A | Grayslake | IL | 60030 | (847) 543-8881 |
| | Kelly Hutchison | 810 N Arlington Heights Road, Suite 1 | Itasca | IL | 60143 | (847) 690-9825 |
| | Jerry Best and Gina Hayes | 124 W Pearl Street | Jerseyville | IL | 62052 | (618) 639-2273 |
| | Courtney and Eric Pucel | 3077 W Jefferson Street, Suite 218 | Joliet | IL | 60435 | (815) 725-2050 |
| | Pat Kennedy | 475 W 55th Street, Suite 105 | LaGrange | IL | 60525 | (708) 482-8660 |
| | Pat Kennedy | 650 Warrenville Road, Suite 100 | Lisle | IL | 60532 | (630) 835-0600 |
| | Ada and Aaron Christopher | 2810 41st Street | Moline | IL | 61265 | (309) 736-1930 |
| | Brett and Lena Grimm | 405 N Morton Avenue | Morton | IL | 61550 | (309) 263-4600 |
| | Kelly Hutchison | 500 E Ogden Avenue, Suite 204 | Naperville | IL | 60563 | (630) 637-3360 |
| | Fran and Steven Glassman | 3100 Dundee Road, Suite 107 | Northbrook | IL | 60062 | (847) 418-3300 |
| | Ada and Aaron Christopher | 1515 N Harlem Avenue, Suite 301 | Oak Park | IL | 60302 | (708) 524-9814 |
| | Brad and Dar Dahleen | 12416 S Harlem Avenue, Suite 100 | Palos Heights | IL | 60463 | (708) 671-2648 |
| | Michael and Jackie Melinger | 11 N Northwest Highway, Suite 118 | Park Ridge | IL | 60068 | (847) 518-1400 |
| | Gina Hayes and Jerry Best | 3701 E Lake Center Drive, Suite 1 | Quincy | IL | 62305 | (217) 245-9192 |
| | Ada and Aaron Christopher | 5813 E Riverside Boulevard | Rockford | IL | 61114 | (815) 229-8810 |
| | Michael and Jackie Melinger | 8816 Bronx Avenue | Skokie | IL | 60077 | (847) 673-1250 |
| | Amy Best and Rob First | 2040 West Iles Avenue, Suite A | Springfield | IL | 62704 | (217) 547-1300 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Kelly Hutchison | 440 S 3rd Street, Suite 205 | St Charles | IL | 60174 | (630) 274-5050 |
| Indiana | Ben Klipsch | 1355 W Bloomfield Road, Suite 2 | Bloomington | IN | 47403 | (812) 961-2222 |
| | Angela and Eric Thomas | 1731 East Bristol Street | Elkhart | IN | 46514 | (574) 875-7777 |
| | Ben Klipsch | 635 Metro Avenue | Evansville | IN | 47715 | (812) 471-0050 |
| | Kevin Neebes | 2789 Maplecrest Road, Suite B | Fort Wayne | IN | 46815 | (260) 485-2424 |
| | Michael Bunnell | 633 Library Park Drive, Suite G | Greenwood | IN | 46142 | (317) 888-4300 |
| | Duane Sinn | 941 E 86th Street, Suite 250 | Indianapolis | IN | 46240 | (317) 252-4472 |
| | Ben Klipsch | 2611 Waterfront Parkway E Drive, Suite 305 | Indianapolis | IN | 46214 | (317) 248-9299 |
| | Duane Sinn | 1398 Shadeland Avenue | Indianapolis | IN | 46219 | (317) 800-2686 |
| | Ben Klipsch | 215 W 5th Street | Jasper | IN | 47546 | (812) 482-3311 |
| | Angela and Eric Thomas | 110 E Rush Street | Kendallville | IN | 46755 | (260) 230-2918 |
| | Ben Klipsch | 4053 S Webster Street | Kokomo | IN | 46902 | (765) 453-2885 |
| | Chris Irons | 976 Mezzanine Drive, Suite A | Lafayette | IN | 47905 | (765) 447-8800 |
| | Aaron Linden and Paul Mead | 1233 N State Road 39 | La Porte | IN | 46350 | (219) 326-1082 |
| | Chris Irons | 1225 Ransdell Court | Lebanon | IN | 46052 | (765) 482-7075 |
| | Sandi and Clinton Haywood | 238 E 90th Drive | Merrillville | IN | 46410 | (219) 793-9023 |
| | Ben Klipsch | 3414 W Fox Ridge Lane | Muncie | IN | 47304 | (765) 643-5200 |
| | Colette Hofelich | 1401 State Street | New Albany | IN | 47150 | (812) 948-9770 |
| | Ben Klipsch | 631 E Springhill Drive | Terre Haute | IN | 47802 | (812) 645-9266 |
| | Angela and Eric Thomas | eric.thomas@homeinstead.com | - | - | - | (574) 256-1479 |
| Iowa | Bob and Janet Baumgart | 103 E 6th Street, Suite 104 | Ames | IA | 50010 | (515) 233-3539 |
| | Ada and Aaron Christopher | 1973 Spruce Hills Drive | Bettendorf | IA | 52722 | (563) 359-0027 |
| | Anne and Troy Peters | 383 Collins Road NE, Suite 101 | Cedar Rapids | IA | 52402 | (319) 247-0400 |
| | Bob and Janet Baumgart | 2477 John F Kennedy Road | Dubuque | IA | 53811 | (563) 585-1409 |
| | Anne and Troy Peters | 1500 Plaza Place, Suite 103 | Muscatine | IA | 52761 | (563) 607-8404 |
| | Anne and Troy Peters | 119 W 2nd Street N | Newton | IA | 50208 | (641) 792-1800 |
| | Theresa Gramkow | 304 N Grand Avenue | Spencer | IA | 51301 | (712) 580-4061 |
| | Anne and Troy Peters | 7017 Hickman Road | Urbandale | IA | 50322 | (515) 221-0866 |
| | Candy, Kevin and Zach Diercks | 1844 W Ridgeway Avenue | Waterloo | IA | 50701 | (319) 235-5999 |
| Kansas | Cindy and Todd Miller | 1515 N Lorraine Street, Suite C | Hutchinson | KS | 67501 | (620) 662-5556 |
| | Gail and Peter Shaheed | 1420 Wakarusa Drive, Suite 101 | Lawrence | KS | 66049 | (785) 272-6101 |
| | Shailender Dhanasree | 9331 W 87th Street | Overland Park | KS | 66212 | (913) 962-6500 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Shailender Dhanasree | 9331 W 87th Street | Overland Park | KS | 66212 | (913) 962-6500 |
| | Ewelina and Michael Steinberg | 3122 N Cypress Drive, Suite 500 | Wichita | KS | 67226 | (316) 612-7541 |
| Kentucky | Steve Nooyen and Jacob Hietpas | 1861 Westen Street, Suite A | Bowling Green | KY | 42104 | (270) 842-7540 |
| | Eric Schuermann | 224 Grandview Drive, Suite 100 | Fort Mitchell | KY | 41017 | (859) 282-8682 |
| | Steve Nooyen and Jacob Hietpas | 111 St James Court, Suite A1 | Frankfort | KY | 40601 | (502) 352-7272 |
| | Kunal Khiyani | 4537 Fort Campbell Boulevard, Suite 102 | Hopkinsville | KY | 42240 | (270) 874-4868 |
| | Frank Richards | 2432 Regency Road, Suite 150 | Lexington | KY | 40503 | (859) 273-0085 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 4101 Taylorsville Road, Suite 200 | Louisville | KY | 40220 | (502) 515-9515 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 5223 Dixie Highway, Suite 200 | Louisville | KY | 40216 | (502) 448-1511 |
| | Kunal Khiyani | 2065 E Parrish Avenue, Suite 300 | Owensboro | KY | 42303 | (270) 689-2300 |
| | Kunal Khiyani | 3429 Lone Oak Road, Suite 5B | Paducah | KY | 42001 | (270) 558-0301 |
| Louisiana | Kasandra and Vince Potito | 4012 Parliament Drive | Alexandria | LA | 71303 | (318) 443-5574 |
| | Matt Cohn | 5055 S Sherwood Forest Boulevard | Baton Rouge | LA | 70816 | (225) 819-8338 |
| | Carol Vick | 110 E St Peter Street | Carencro | LA | 70520 | (337) 295-7990 |
| | Matt Cohn | 2202 Rue Simone | Hammond | LA | 70403 | (985) 345-3115 |
| | George Cestia | 622 E College Street | Lake Charles | LA | 70607 | (337) 480-0023 |
| | Lisa Rabito | 3330 W Esplanade Avenue, Suite 200 | Metairie | LA | 70002 | (504) 455-4911 |
| | Jessica and David Ditch | 400 Iberia Street | New Iberia | LA | 70562 | (337) 364-0034 |
| | Greg and Paige Locke | 7600 Fern Avenue, Building 400 | Shreveport | LA | 71105 | (318) 741-9898 |
| | Joyce Donohue, Evelyn and Len Snyder | 106 Galeria Boulevard | Slidell | LA | 70458 | (985) 726-2668 |
| Maine | Renate Scholz | 502 Main Street | Gorham | ME | 04038 | (207) 839-0441 |
| | Amy and Tom Giovannani | 273 York Street | York | ME | 03909 | (207) 363-6550 |
| | Cheryl Sheasby | cheryl.sheasby@homeinstead.com | - | - | - | (207) 404-2529 |
| Maryland | Brice and Candice Irwin | 221 S Main Street, Suite 200 | Bel Air | MD | 21014 | (410) 420-7950 |
| | Imran Ahmed | 10031 Old Ocean City Boulevard, Suite 101 | Berlin | MD | 21811 | (410) 641-0901 |
| | Irfan Ahmed | 10440 Little Patuxent Parkway, Suite 324 | Columbia | MD | 21044 | (410) 349-2320 |
| | Ben and Jennifer Marchi | 8579 Commerce Drive, Unit 100 | Easton | MD | 21601 | (410) 822-1230 |
| | Imran Ahmed | 12410 Milestone Center Drive, Suite 678 | Germantown | MD | 20876 | (301) 588-9710 |
| | Imran Ahmed | 10711 Red Run Boulevard, G16 | Owings Mills | MD | 21117 | (410) 337-8910 |

| State | Owners | Address | City | State | Zip | Phone |
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| | Irfan Ahmed | 8221 Ritchie Highway, Suite 303 | Pasadena | MD | 21122 | (410) 349-2320 |
| | Imran Ahmed | 110 West Road, Suite 410 | Towson | MD | 21204 | (410) 337-8910 |
| | Satyam and Sangeeta Singh | 250 Englar Road, Suite 11 | Westminster | MD | 21157 | (443) 918-3100 |
| Massachusetts | Debbie Nichols | 555 Pleasant Street, Unit 104 | Attleboro | MA | 02703 | (508) 222-0800 |
| | David Wert | 6 Beacon Street, Suite 525 | Boston | MA | 02108 | (617) 557-4600 |
| | Caitlyn Hampson | 256 Georgetown Road, Suite 6 | Boxford | MA | 01921 | (978) 725-5995 |
| | Art and Julie Ann Cormier | 1775 Massachusetts Avenue, Unit 4 | Lexington | MA | 02420 | (781) 402-0060 |
| | Bill and Judy Mishkin | One Nelson Terrace, 1st Floor | Melrose | MA | 02176 | (781) 662-2273 |
| | Ankur Rustgi | 222 N Main Street, Suite 7 | Natick | MA | 01760 | (508) 647-3773 |
| | Ankur Rustgi | 386 W Main Street, Suite 14 | Northborough | MA | 01532 | (508) 393-8338 |
| | Todd Anderson | 427 Washington Street | Norwell | MA | 02061 | (781) 878-2994 |
| | Val Uzoma | 12 Carnegie Row | Norwood | MA | 02062 | (781) 352-4660 |
| | Joe Bazzinotti | 749 Main Street, Unit H | Osterville | MA | 02655 | (508) 778-8613 |
| | Caitlyn Hampson | 5 Essex Green Drive, Suite 33 | Peabody | MA | 01960 | (978) 969-0571 |
| | Willie Sanders | 38 Washington Street | Pembroke | MA | 02359 | (781) 924-5694 |
| | Donna Smith | 66 Wendell Avenue Pittsfield | Pittsfield | MA | 01201 | (413) 442-0907 |
| | Ankur Rustgi | 57 Main Street, Suite 4 | Sturbridge | MA | 01566 | (508) 393-8338 |
| | Art and Julie Ann Cormier | 440 Totten Pond Road, Suite 300 | Waltham | MA | 02451 | (781) 314-0153 |
| | Lisa and Ed Ganem | 22 Town Farm Road | Westford | MA | 01886 | (978) 384-2010 |
| | Richard and Lauren Langevin | 1125 State Road, Unit 4 | Westport | MA | 02790 | (508) 984-7900 |
| Michigan | Greg Jagst | 211 N 1st Street, Suite 209 | Brighton | MI | 48116 | (810) 844-2180 |
| | Bert Copple and Stephanie Rea-Copple | 800 N Crooks Road, Suite 100 | Clawson | MI | 48017 | (248) 203-2273 |
| | Ben and Sue Myers | 31102 Haggerty Road | Farmington Hills | MI | 48331 | (866) 472-0530 |
| | Vin Altruda | 2330 44th Street SE, Suite 1B | Grand Rapids | MI | 49508 | (616) 988-7878 |
| | Barb Beilfuss | 2944 Fuller Avenue NE, Suite 2015 | Grand Rapids | MI | 49505 | (616) 988-5155 |
| | Ben Karakunnel | 18514 Mack Avenue, Suite 101 | Grosse Pointe Farms | MI | 48236 | (248) 243-1456 |
| | Chris Irons | 259 Hoover Boulevard | Holland | MI | 49423 | (616) 801-4663 |
| | Seth and Hannah Michael | 16013 Middlebelt Road | Livonia | MI | 48154 | (734) 525-5300 |
| | Amy and Wynn Esterline | 2175 University Park Drive, Suite 200 | Okemos | MI | 48864 | (517) 333-0610 |
| | Ben Karakunnel | 115 E University Drive | Rochester | MI | 48307 | (248) 243-1456 |
| | Seth Michael | 51432 Van Dyke Avenue | Shelby Charter Township | MI | 48316 | (586) 992-0100 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| Minnesota | Kimberly and Josh Ice | 130 E Lincoln Avenue, Suite 303 | Alexandria | MN | 56308 | (715) 612-0458 |
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| | Deb and Michael Cranny | 13432 Elmwood Drive, Suite 24 | Baxter | MN | 56425 | (218) 824-0077 |
| | Jim Pitzner | 12940 Harriet Avenue S, Suite 210 | Burnsville | MN | 55337 | (651) 747-8722 |
| | Nick Weber | 12940 Harriet Avenue S, Suite 210 | Burnsville | MN | 55337 | (952) 929-5695 |
| | Nick Weber | 4445 W 77th Street, Suite 121 | Edina | MN | 55435 | (952) 929-5695 |
| | John and Kathleen Stuck | 9684 63rd Avenue N | Maple Grove | MN | 55369 | (763) 544-5988 |
| | Jim Pitzner | 750 S Plaza Drive, Suite 209 | Mendota Heights | MN | 55120 | (651) 747-8722 |
| | Jason Crane | 318 3rd Avenue | Proctor | MN | 55810 | (218) 727-8810 |
| | John Pacchetti | 304 6th Street SW | Rochester | MN | 55902 | (507) 285-1700 |
| | Jason Crane | 1545 Northway Drive, Suite 130 | St Cloud | MN | 56303 | (320) 258-3055 |
| | Jim Pitzner | 2480 White Bear Avenue | St Paul | MN | 55109 | (651) 747-8722 |
| Mississippi | Chuck Hiers | 132 E Northside Drive, Suite A | Clinton | MS | 39056 | (601) 926-1181 |
| | Bob and Anna Edenfield | 800 S 28th Avenue, Suite A | Hattiesburg | MS | 39402 | (601) 261-2114 |
| | Ben and Charrisa Shirley | 4525 Poplar Springs Drive | Meridian | MS | 39305 | (601) 286-3242 |
| | Gregg and Melissa Wilkinson | 1716 Government Street, Suite C | Ocean Springs | MS | 39564 | (228) 818-6110 |
| | Mika Brown | 232 W Goodman Road, Suite 307 | Southaven | MS | 38671 | (662) 349-1310 |
| Missouri | Noel and Elaine Morris | 5571 Gretna Road, Suite D1 | Branson | MO | 65616 | (417) 231-0076 |
| | Bob and Janet Baumgart | 3400 W Broadway Business Park Court, Suite 102 | Columbia | MO | 65203 | (573) 442-4333 |
| | Adam Bokker | 1416 Virginia Avenue | Joplin | MO | 64801 | (417) 625-1868 |
| | Shailender Dhanasree | 435 Nichols Road, Suite 217 | Kansas City | MO | 64112 | (816) 753-3700 |
| | Michelle Brunell and Kristine Wright | 233 SE Main Street | Lee's Summit | MO | 64063 | (816) 554-6166 |
| | Steve and Cathi Boos | 42 S Main Street | Liberty | MO | 64068 | (816) 792-8077 |
| | Kerri Brunell | 1525 N 7 Highway, Suite 103 | Pleasant Hill | MO | 64080 | (816) 540-2499 |
| | Chris Blaine | 705 W Battlefield Road, Suite 110 | Springfield | MO | 65807 | (417) 227-9977 |
| | Brent Hoffart | 502 S Woodbine Road | St. Joseph | MO | 64506 | (816) 259-5252 |
| | Amy Best and Rob First | 1750 Brentwood Boulevard, Suite 552 | St. Louis | MO | 63144 | (314) 862-4663 |
| | Debbie Walkenhorst | 1615 Heritage Hills Drive | Washington | MO | 63090 | (636) 900-9110 |
| Montana | Jonathan, Tony and Ruth Ann Marchi | 2001 11th Avenue, Suite 27 | Helena | MT | 59601 | (406) 513-1701 |
| | Jonathan, Tony and Ruth Ann Marchi | 1060 N Meridian Road | Kalispell | MT | 59901 | (406) 609-2223 |
| | Greg Henderson | 2825 Stockyard Road, Suite J4 | Missoula | MT | 59808 | (406) 523-9909 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| Nebraska | Lindsey and Tyler Clabaugh | 200 N 24th Street, Suite 1 | Beatrice | NE | 68310 | (402) 228-2080 |
| | Nick and Julie Perkins | 220 E 22nd Street | Fremont | NE | 68025 | (402) 753-2078 |
| | Paul and Ashley Fry | 1420 W 2nd Street | Hastings | NE | 68901 | (402) 462-8500 |
| | Andy and Brittney Gorman | 1400 Dahlberg Drive, Suite E | Lincoln | NE | 68512 | (402) 423-8119 |
| | Andrea Trautman | 211 W Norfolk Avenue | Norfolk | NE | 68701 | (402) 379-8225 |
| | Paul and Ashley Fry | 1007 N Jeffers Street | North Platte | NE | 69101 | (308) 532-3960 |
| | Tim and Clare Connelly | 114 E 1st Street, Suite 109 | Papillion | NE | 68046 | (402) 292-6611 |
| | Lea Anne Strain | 1524 Broadway | Scottsbluff | NE | 69361 | (308) 635-2900 |
| Nevada | Allan Ward | 444 W Washington Street | Carson City | NV | 89703 | (775) 283-0333 |
| | James Arnold | 1980 Festival Plaza Drive | Las Vegas | NV | 89135 | (702) 796-6393 |
| | Marty Despain | 9890 S Maryland Parkway, Suite 260 | Las Vegas | NV | 89183 | (702) 843-1421 |
| | James Arnold | 3838 Raymert Drive, Building A | Las Vegas | NV | 89121 | (702) 796-6393 |
| | James Arnold | 400 South 4th Street, Suite 500 | Las Vegas | NV | 89101 | (702) 796-6393 |
| | Allan Ward | 1277 W 7th Street | Reno | NV | 89503 | (775) 336-5333 |
| New Hampshire | Ben Noble | 180 Bridge Street | Manchester | NH | 03104 | (603) 668-6868 |
| | Lisa and Ed Ganem | 70 Temple Street | Nashua | NH | 03060 | (603) 816-6000 |
| | Lisa and Ed Ganem | 10 Vaughan Mall, Suite 209 | Portsmouth | NH | 03801 | (603) 433-5959 |
| | Amy and Tom Giovannani | 16 Depot Street | Wolfeboro | NH | 00389 | (603) 569-7733 |
| New Jersey | David D'Alliessi | 1970 Swarthmore Avenue, Suite 2 | Lakewood | NJ | 08701 | (732) 901-5500 |
| | David D'Alliessi | 1970 Swarthmore Avenue, Suite 2 | Lakewood | NJ | 08701 | (732) 901-5500 |
| | Evelyn Queen-Baron | 215 Millburn Avenue, Suite 2B | Millburn | NJ | 07041 | (973) 379-4910 |
| | Kunwar Singh | 1 Rossmoor Drive | Monroe Township | NJ | 08831 | (609) 448-7555 |
| | Kunwar Singh | 1719 NJ-10, Suite 317 | Parsippany | NJ | 07054 | (973) 970-9250 |
| | Jodi Goldberg | 200 B Kings Way W | Sewell | NJ | 08080 | (856) 582-1311 |
| | Drew DeChiaro | 800 Broad Street | Shrewsbury | NJ | 07702 | (732) 542-9004 |
| | Bob Schweidel | 220 Davidson Avenue, Suite 98 | Somerset | NJ | 08873 | (732) 271-5100 |
| | Sangeeta Appel | 112 Woodland Avenue, Suite 201 | Somers Point | NJ | 08244 | (609) 927-0203 |
| | Ajay and Urvashi Mishra | 1086 Teaneck Road, Suite 3C-2 | Teaneck | NJ | 07666 | (201) 833-1175 |
| | David D'Alliessi | 1 Memorial Drive, Suite 102 | Waretown | NJ | 08758 | (609) 607-1900 |
| | Danny Gutkind | 256 Belvidere Avenue, Suite A | Washington | NJ | 07882 | (908) 835-1400 |
| | Mudit and Anuja Mathur | 1307 White Horse Road, Suite 603 | Voorhees | NJ | 08043 | (856) 985-6367 |
| | Mudit and Anuja Mathur | 1307 White Horse Road, Suite 603 | Voorhees | NJ | 08043 | (856) 895-6367 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| New Mexico | Mary Martinez | 585 Osuna Road NE, Suite F | Albuquerque | NM | 87113 | (505) 884-0353 |
| | Buffy Johnson | 605 N Water Street | Las Cruces | NM | 88001 | (575) 522-7133 |
| | Chico Marquez | 404 Kiva Court, Suite C | Santa Fe | NM | 87505 | (505) 471-2777 |
| New York | Jim Hurley | 1 Rapp Road, Suite B | Albany | NY | 12203 | (518) 437-0014 |
| | Nancy and Sal Santora | 2 South Street, Suite 309 | Auburn | NY | 13021 | (315) 252-2354 |
| | Denise Mughetti, Teresa Holler and Joe Conaty | 57 Front Street, Suite 4 | Binghamton | NY | 13905 | (607) 723-3600 |
| | Marcia and Sherwin Johnson | 2350 Ocean Avenue, Lower Level | Brooklyn | NY | 11229 | (718) 891-4663 |
| | Alex Conaty | 231 W Water Street, Suite 206 | Elmira | NY | 14901 | (607) 215-4471 |
| | Kate and Mike Carpenter | 67-12 Yellowstone Boulevard, Suite A6 | Forest Hills | NY | 11375 | (718) 520-9009 |
| | Maureen Hopkins and Nelson Carpenter | 12 Mountain Ledge Drive, Suite 3 | Gansevoort | NY | 12831 | (518) 580-1042 |
| | Leslie Russo | 148 E Montauk Highway, Suite 2 | Hampton Bays | NY | 11946 | (631) 594-3470 |
| | Jamie and Maria Lavin | 900 Wheeler Road, Suite 240 | Hauppauge | NY | 11788 | (631) 724-2273 |
| | Mark and Nicole Labib | 157 Walt Whitman Road | Huntington Station | NY | 11746 | (631) 421-3655 |
| | Ben Adams | 840 Hanshaw Road | Ithaca | NY | 14850 | (607) 319-0075 |
| | Mark and Nicole Labib | 19 Merrick Avenue, Suite 201 | Merrick | NY | 11566 | (516) 826-6307 |
| | Mark and Nicole Labib | 19 Merrick Avenue, Suite 201 | Merrick | NY | 11566 | (516) 826-6307 |
| | Christian Steiner | 400 E 56th Street Professional Wing, Suite 2 | New York | NY | 10022 | (212) 614-8057 |
| | Christian Steiner | 400 E 56th Street, Professional Wing, Suite 2 | New York | NY | 10022 | (212) 614-8057 |
| | Christopher and Vesna Parks | 15 Fishers Road, Suite 110 | Pittsford | NY | 14534 | (585) 218-5200 |
| | Mary Joy Lipari | 125 Canal Landing Boulevard | Rochester | NY | 14626 | (585) 663-4620 |
| | Jim Hurley | 650 Franklin Street, Suite 301 | Schenectady | NY | 12305 | (518) 346-6769 |
| | Jackie Reiter | 84 New Dorp Plaza, Suite 209 | Staten Island | NY | 10306 | (718) 477-1266 |
| | Ben Adams | 6443 Ridings Road, Suite 123 | Syracuse | NY | 13206 | (315) 438-3169 |
| | Darin and Jamie Hecht | 250 W Nyack Road, Suite 220 | West Nyack | NY | 10994 | (845) 353-6000 |
| | Brian Trainor | 77 Tarrytown Road | White Plains | NY | 10607 | (914) 997-0400 |
| | Eric and Lisa Wiedemann | 4140 Sheridan Drive, Suite 5 | Williamsville | NY | 14221 | (716) 630-0657 |
| North Carolina | Stephen Lair | 135 MacArthur Street | Asheboro | NC | 27203 | (336) 628-8258 |
| | John and Joan Coffey | 1550 Hendersonville Road, Suite 206 | Asheville | NC | 28803 | (828) 274-4406 |
| | Stephen Lair | 352 Holly Hill Lane | Burlington | NC | 27215 | (336) 227-8800 |
| | Stephen Lair | 1829 E Franklin Street, Suite 800E | Chapel Hill | NC | 27514 | (919) 933-3300 |
| | John Posey and Rich Zawadzki | 801 Clanton Road, Suite 110 | Charlotte | NC | 28217 | (704) 344-0801 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | John Posey and Rich Zawadzki | 801 Clanton Road, Suite 110 | Charlotte | NC | 28217 | (704) 344-0801 |
| | Sid Jay | 940 Lee Ann Drive | Concord | NC | 28025 | (704) 788-3399 |
| | Bonnie and Dave Thommarson | 2726 Croasdaile Drive, Suite 102 | Durham | NC | 27705 | (919) 479-4600 |
| | Bob McCarthy | 555 Executive Place | Fayetteville | NC | 28305 | (910) 484-7200 |
| | Mark and Dana Williams | 3518 Old Redbud Drive | Gastonia | NC | 28056 | (704) 864-5500 |
| | Stephen Lair | 411 Parkway, Suite L | Greensboro | NC | 27401 | (336) 294-0081 |
| | John Posey and Rich Zawadzki | 1330 E Arlington Boulevard, Suite C | Greenville | NC | 27858 | (252) 320-7876 |
| | John and Joan Coffey | 27 1st Avenue NE, Suite 205 | Hickory | NC | 28601 | (828) 256-0184 |
| | Amir Ghoddoussi and Tammy Godusi | 410 New Bridge Street, Suite 9B | Jacksonville | NC | 28540 | (910) 342-0455 |
| | Stephen Lair | 119 W Center Street, Suite 200 | Lexington | NC | 27292 | (336) 249-1011 |
| | Creighton and Tracey Gibson | 132 Joe Knox Avenue, Suite 100 | Mooresville | NC | 28117 | (704) 924-9909 |
| | Chris, Jim and Trenna Lonon | 310 W Franklin Street, Suite 107 | Monroe | NC | 28112 | (704) 296-5070 |
| | Van and Ann Lankford | 348 N South Street | Mount Airy | NC | 27030 | (336) 789-4472 |
| | John Posey and Rich Zawadzki | 3601 Trent Road, Suite 5 | New Bern | NC | 28562 | (252) 633-3283 |
| | Michael Goodman | 315 C Street | North Wilkesboro | NC | 28659 | (336) 838-4040 |
| | Bob McCarthy | 293 Olmsted Boulevard, Suite 11-1 | Pinehurst | NC | 28374 | (910) 484-7220 |
| | John Posey and Rich Zawadzki | 164 Wind Chime Court | Raleigh | NC | 27615 | (919) 676-2273 |
| | John Posey and Rich Zawadzki | 1151 Falls Road, Suite 1012 | Rocky Mount | NC | 27804 | (252) 210-4166 |
| | Amir Ghoddoussi and Tammy Godusi | 25 Union School Road NW | Shallotte | NC | 28469 | (910) 790-0002 |
| | Amir Ghoddoussi and Tammy Godusi | 2505 S 17th Street, Suite 110 | Wilmington | NC | 28401 | (910) 342-0455 |
| | Denise and George Bustos | 8064 North Point Boulevard, Suite 105 | Winston-Salem | NC | 27106 | (336) 760-8001 |
| North Dakota | Drew and Sheena Sando | 4141 31st Avenue S, Suite 102A | Fargo | ND | 58104 | (701) 478-1010 |
| | Annie Brown and Laura Dillman | 880 27th Avenue SE | Killdeer | ND | 58640 | (701) 764-4663 |
| | Erin and Tyrel Sorensen | 1015 S Broadway, Suite 16 | Minot | ND | 58701 | (701) 838-6600 |
| Ohio | Margie Orth and Stephen Deitchman | 5329 Mahoning Avenue | Austintown | OH | 44515 | (330) 729-1233 |
| | Margie Orth and Stephen Deitchman | 8751 Brecksville Road, Suite 70 | Brecksville | OH | 44141 | (440) 914-1400 |
| | Margie Orth and Stephen Deitchman | 139 Bell Street | Chagrin Falls | OH | 44022 | (440) 914-1400 |
| | Tim Vasconcellos | 9563 Montgomery Road, Suite 203 | Cincinnati | OH | 45242 | (513) 794-1000 |
| | Jane Ripberger | 3985 Race Road, Suite 10 | Cincinnati | OH | 45211 | (513) 598-6000 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 3040 Riverside Drive, #117 | Columbus | OH | 43221 | (614) 486-6643 |
| | Brenda and David Roediger | 7977 Washington Woods Drive | Dayton | OH | 45459 | (937) 434-3900 |
| | Pamela Myers | 700 Ghent Road, Suite 300 | Fairlawn | OH | 44333 | (330) 334-4664 |
| | Dana Kortokrax | 219 South Front Street | Freemont | OH | 43420 | (567) 371-1916 |
| | Erica Blosser | 110 King Street | Lancaster | OH | 43130 | (740) 654-4250 |
| | Dana Kortokrax | 1142-44 W North Street | Lima | OH | 45805 | (419) 222-8109 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 129 North Main Street | Marysville | OH | 43040 | (740) 321-3330 |
| | John and Libby Chapman | 50 North Avenue NE, Suite 201 | Massillon | OH | 44646 | (330) 809-6444 |
| | Therese Zdesar | 7334 Center Street Mentor | Mentor | OH | 44060 | (440) 729-5888 |
| | Tim Vasconcellos | 400 Techne Center Drive, Suite 406 | Milford | OH | 45150 | (513) 576-1250 |
| | Tonya Fusko | 805 N Main Street, Rear | North Canton | OH | 44720 | (330) 305-9500 |
| | Geoffrey Moore | 26777 Lorain Road, Suite 608 | North Olmsted | OH | 44070 | (440) 734-7441 |
| | Margie Orth and Stephen Deitchman | 500 East Lorain Street | Oberlin | OH | 44074 | (440) 210-0892 |
| | Geoffrey Moore | 12000 Snow Road, Suite 7 | Parma | OH | 44130 | (440) 888-3809 |
| | Margie Orth and Stephen Deitchman | 30539 Pinetree Road, Suite 228 | Pepper Pike | OH | 44124 | (440) 914-1400 |
| | Valerie Kay | 205 SE Catawba Road, Suite H | Port Clinton | OH | 43452 | (419) 734-5050 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 10567 Sawmill Parkway Suite 120 | Powell | OH | 43065 | (740) 363-5720 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 10567 Sawmill Parkway, Suite 120 | Powell | OH | 43065 | (614) 849-0200 |
| | Therese Zdesar | 705 Oakwood Street, Suite 107 | Ravenna | OH | 44266 | (330) 995-1522 |
| | Margie Orth and Stephen Deitchman | 657 E State Street, F1 #2 | Salem | OH | 44460 | (330) 729-1233 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 82 Remick Boulevard | Springboro | OH | 45066 | (937) 557-5401 |
| | Lisa Rozanski | 2631 W Central Avenue | Toledo | OH | 43606 | (419) 472-8181 |
| | Lisa Rozanski | 2631 W Central Avenue | Toledo | OH | 43606 | (419) 472-8181 |
| | Alex Gonzalez | 211 Kenbrook Drive, Suite 5 | Vandalia | OH | 45377 | (937) 410-0710 |
| | Pamela Myers | One Park Centre, Suite 102 | Wadsworth | OH | 44281 | (330) 334-4664 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Margie Orth and Stephen Deitchman | 953 Niles Cortland Road SE | Warren | OH | 44484 | (234) 830-0930 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 9277 Centre Pointe Drive, Suite 110 | West Chester | OH | 45069 | (513) 701-3141 |
| | Ben Karakunnel, Andrew Pozatek, Sudheer Sreerangapalle and Nick Singh | 14 North 5th Street, Suite 124 | Zanesville | OH | 43701 | (740) 321-3330 |
| Oklahoma | Jeff Delancy | 222 E Eufaula Street, Suite 210 | Norman | OK | 73069 | (405) 310-2756 |
| | Michael and Jamie Boyd | 9500 N 129th East Avenue, Suite 200 | Owasso | OK | 74055 | (539) 208-5010 |
| | Andrew Garrean | 4148 E 51st Street | Tulsa | OK | 74135 | (918) 384-0980 |
| | Michael and Jamie Boyd | 414 N Wilson Street, Suite 4 | Vinita | OK | 74301 | (539) 257-9905 |
| | Paul and Ashley Fry | 3844 N MacArthur | Warr Acres | OK | 73122 | (405) 521-1963 |
| | Paul and Ashley Fry | 3844 N MacArthur | Warr Acres | OK | 73122 | (405) 521-1963 |
| Oregon | Vickie Pemberton | 3513 Pacific Boulevard SW | Albany | OR | 97321 | (541) 791-7092 |
| | Kristi and Todd Barth | 14780 SW Osprey Drive, Suite 365 | Beaverton | OR | 97007 | (503) 747-4663 |
| | Jonathan Mack | 20380 Halfway Road, Suite C | Bend | OR | 97703 | (541) 330-6400 |
| | Cole Mack | 3400 NE John Olsen Avenue, Suite 100 | Hillsboro | OR | 97124 | (503) 530-1527 |
| | Corey Donovan | 300 Crater Lake Avenue, Suite 100 | Medford | OR | 97504 | (541) 734-2700 |
| | Aimee and Preston Roth | 10415 SE Stark Street, Suite A | Portland | OR | 97216 | (503) 335-0626 |
| | Aimee and Preston Roth | 10415 SE Stark Street, Suite A | Portland | OR | 97216 | (503) 335-0626 |
| | Bernard Bufford | 10725 SW Barbur Boulevard, Suite 200 | Portland | OR | 97219 | (503) 894-8796 |
| | Bernard Bufford | 2015 25th Street SE | Salem | OR | 97302 | (503) 361-5477 |
| | Aimee and Preston Roth | 1800 Blankenship Road, Suite 252 | West Linn | OR | 97068 | (503) 652-4357 |
| Pennsylvania | Mike Schwartz | 2043 Horseshoe Pike | Annville | PA | 17003 | (717) 832-2222 |
| | Mindy Sheehan | 9510 Lincoln Highway, Suite 3 | Bedford | PA | 15522 | (814) 623-7772 |
| | Steve Ajmeri | 3331 Street Road, Suite 405, Two Greenwood Square | Bensalem | PA | 19020 | (215) 943-7700 |
| | Jennifer and Matt Soria | 2508 Schoenersville Road | Bethlehem | PA | 18017 | (610) 868-7333 |
| | Karla Kay | 430 Phoenix Drive | Chambersburg | PA | 17201 | (717) 398-2565 |
| | Gary McDonough | 506 N State Street | Clarks Summit | PA | 18411 | (888) 294-6785 |
| | Denise Hildenbrand | 200 Barr Harbor Drive, Suite 400 | Conshohocken | PA | 19428 | (610) 935-7900 |
| | Mindy Sheehan | 1923 Plank Road | Duncansville | PA | 16635 | (814) 693-2911 |
| | Bob and Dianne Cunningham | 3816 W Lake Road | Erie | PA | 16505 | (814) 464-9200 |
| | Matt Lenart | 4540 PA 136, Suite 8 | Greensburg | PA | 15601 | (724) 374-5370 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Mike James | 3675 Vartan Way, Suite 202 | Harrisburg | PA | 17110 | (717) 540-5201 |
| | Amy and Joe Holler | 2173 MacDade Boulevard, Suite G/J | Holmes | PA | 19043 | (267) 551-4700 |
| | James Arnold and Tyler Arnold | 3000 Valley Forge Circle, Suite 3300 | King of Prussia | PA | 19406 | (610) 935-7900 |
| | John Gibbel | 1532 Lititz Pike | Lancaster | PA | 17601 | (717) 207-0755 |
| | John Gibbel | 1532 Lititz Pike | Lancaster | PA | 17601 | (717) 207-0755 |
| | Karla Kay | 15 N 12th Street | Lemoyne | PA | 17043 | (717) 731-9984 |
| | Christine DeLauter and Joe DeLauter II | 130 Buffalo Road, Suite 105 | Lewisburg | PA | 17837 | (570) 522-6533 |
| | Jay and Alyssa Maria | 269 Bennett Street | Luzerne | PA | 18709 | (570) 714-4260 |
| | Lisa Bailey | 11173 Perry Highway | Meadville | PA | 16335 | (814) 332-0053 |
| | James Arnold | 18 Campus Boulevard, Suite 100 | Newtown Square | PA | 19073 | (610) 565-8901 |
| | Matt Lenart | 661 Allegheny Avenue | Oakmont | PA | 15139 | (412) 517-8337 |
| | Steve Levin | 1628 John F Kennedy Boulevard, Suite 1900 | Philadelphia | PA | 19103 | (215) 925-4610 |
| | Steve Levin | 1628 John F Kennedy Boulevard, Suite 1900 | Philadelphia | PA | 19103 | (215) 517-8000 |
| | Diane Moss | 40 W Evergreen Avenue, Suite 110A | Philadelphia | PA | 19118 | (215) 359-1116 |
| | David Lovely | 5891 Easton Road | Pipersville | PA | 18947 | (215) 766-1617 |
| | James Arnold | 100 Fleet Street, Suite 102 | Pittsburgh | PA | 15220 | (412) 595-7554 |
| | James Arnold and Tyler Arnold | 2400 Ardmore Boulevard, 9th Floor | Pittsburgh | PA | 15221 | (412) 646-1257 |
| | James Arnold | 491 E Bruceton Road, Suite 202 | Pleasant Hills | PA | 15236 | (412) 595-7554 |
| | Prabhakar and Jyothsna Kasu | 4059 Skippack Pike, Suite 100 | Skippack | PA | 19474 | (610) 584-8200 |
| | Christine and Ron Krasnansky | 2100 E College Avenue, Suite B | State College | PA | 16801 | (814) 238-8820 |
| | Gary McDonough | 2885 Route 611, Suite 1 | Tannersville | PA | 18372 | (888) 294-6785 |
| | Matt Lenart | 659 Pittsburgh Road | Uniontown | PA | 15401 | (724) 438-3262 |
| | Mike Neupauer | 412 Beaver Street | Wampum | PA | 16157 | (724) 535-6101 |
| | John and Libby Chapman | 100 Adios Drive, Suite 1128 | Washington | PA | 15301 | (724) 222-7700 |
| | Phil McFadden | 7 N Five Points Road | West Chester | PA | 19380 | (610) 431-7877 |
| | Greg and Marie Hanks | 2213 Quarry Drive, Suite 102 | West Lawn | PA | 19609 | (610) 372-2500 |
| | James Arnold | 454 Perry Highway | West View | PA | 15229 | (412) 264-4700 |
| | Greg and Marie Hanks | 2747 MacArthur Road | Whitehall | PA | 18052 | (610) 770-7773 |
| | Chris and Nancy Waldman | 1032 Washington Boulevard | Williamsport | PA | 17701 | (570) 244-2224 |
| | Karla Kay | 1030 Plymouth Road, Suite A | York | PA | 17402 | (717) 741-9999 |
| | Brendan Kenny | 22410 Perry Highway, Unit 410-F | Zelienople | PA | 16063 | (724) 452-6691 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| Rhode Island | Cristian Dersidan | 150 Main Street | Pawtucket | RI | 02860 | (401) 667-2923 |
| | Cristian Dersidan | 100 Jefferson Boulevard, Suite 310 | Warwick | RI | 02888 | (401) 214-2470 |
| South Carolina | Catharine and Wriston Marshburn | 716 E Greenville Street | Anderson | SC | 29621 | (864) 642-6780 |
| | Melody and Shannon Carithers | 11 Gamecock Avenue, Suite 1105 | Charleston | SC | 29407 | (843) 571-3000 |
| | Sandi Martin | 3505 Pelham Road, Suite D | Greenville | SC | 29615 | (864) 242-2228 |
| | Kelly Williams and Robert L. Hunt, Jr. | 11746 Highway 17 Bypass | Murrells Inlet | SC | 29576 | (843) 357-9777 |
| | Mark and Dana Williams | 4186 Old York Road | Rock Hill | SC | 29732 | (803) 817-1901 |
| | Matthew Carden | 100 Century Park Drive, Suite E5 | Seneca | SC | 29678 | (864) 888-2929 |
| | Sandi and E.P. Martin | 1409 W O. Ezell Boulevard | Spartanburg | SC | 29301 | (864) 699-9525 |
| | Melody and Shannon Carithers | 700 Nexton Square Drive, Suite 113 | Summerville | SC | 29486 | (843) 990-5474 |
| | Brad Wolfe, Samantha Wolfe and Matt Cogdill | 3231 Sunset Boulevard, Suite D | West Columbia | SC | 29169 | (803) 736-4242 |
| South Dakota | Tana Slykhuis and Thomas Catron | 211 E Havens Avenue | Mitchell | SD | 57301 | (605) 996-0503 |
| | Dale Weber | 5421 W 41st Street, Suite 208 | Sioux Falls | SD | 57106 | (605) 274-2273 |
| | Larry Cushing | 2525 Paramount Drive, Suite 200 | Spearfish | SD | 57783 | (605) 559-0368 |
| | Tana Slykhuis and Thomas Catron | 810 S Maple | Watertown | SD | 57201 | (605) 878-3330 |
| Tennessee | Steve Nooyen and Jacob Hietpas | 278 Franklin Road, Suite 4-140 | Brentwood | TN | 37027 | (615) 831-2358 |
| | Steve Nooyen and Jacob Hietpas | 278 Franklin Road, Suite 4-140 | Brentwood | TN | 37027 | (615) 591-4663 |
| | Steve Nooyen and Jacob Hietpas | 278 Franklin Road, Suite 4-140 | Brentwood | TN | 37027 | (615) 859-2380 |
| | Steve Nooyen and Jacob Hietpas | 1100 Ted Crozier Boulevard, Suite D | Clarksville | TN | 37043 | (931) 648-7800 |
| | David and Julie Gardenhire | 623 Broad Street NW | Cleveland | TN | 37311 | (423) 790-0904 |
| | Bryson McQuiston | 117 West Court Square | Covington | TN | 38019 | (901) 321-0620 |
| | Rob and Shelley Brown | 19 Stanley Street | Crossville | TN | 38555 | (931) 707-5595 |
| | Richard Regen | 1114 Sunset Drive, Suite 3 | Johnson City | TN | 37604 | (423) 926-4141 |
| | Amy Hull | 4635 Chambliss Avenue | Knoxville | TN | 37919 | (865) 523-1300 |
| | Maggie Lea | 1633 W Main Street, Suite 600 | Lebanon | TN | 37087 | (615) 553-4297 |
| | Matt Noll | 144 College Street S, Floor 2 | Madisonville | TN | 37354 | (423) 691-9243 |
| | Darrell Doane | 999 Reddoch Cove | Memphis | TN | 38119 | (901) 682-8600 |
| | Maggie Lea | 6032 W Andrew Johnson Highway | Talbott | TN | 37877 | (423) 587-5800 |
| | Jessie Schewe | 603 NW Atlantic Street | Tullahoma | TN | 37388 | (931) 454-2202 |
| Texas | Acacia Abshire | 1740 N 1st Street | Abilene | TX | 79603 | (325) 670-9610 |
| | Stephanie Dodson | 7120 I40 W, Suite 134 | Amarillo | TX | 79106 | (806) 452-5360 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Pietro Jordao | 1217 W Slaughter Lane, Suite 130 | Austin | TX | 78748 | (512) 347-9207 |
| | Jonathan Fry | 3199 Dowlen Road, Suite B | Beaumont | TX | 77706 | (409) 892-7494 |
| | Brandy Castillo | 1402 N Main Street | Belton | TX | 76513 | (254) 771-0041 |
| | Jeremy and Sylvia Farber | 206 S Saunders Street, Suite 101 | Boerne | TX | 78006 | (830) 249-4988 |
| | Stephen Lair | 1901 Greenfield Plaza | Bryan | TX | 77802 | (979) 268-6880 |
| | John and Temi Charrier | 4425 Plano Parkway, Suite 201 | Carrollton | TX | 75010 | (972) 243-6100 |
| | David Stuart | 611 U.S. 90 West | Castroville | TX | 78009 | (830) 346-1343 |
| | Ranya Issa | 326 Cooper Street, Suite A2 | Cedar Hill | TX | 75104 | (972) 709-8888 |
| | Ken Kirkpatrick | 5151 Flynn Parkway, Suite 206 | Corpus Christi | TX | 78411 | (361) 814-3331 |
| | Bryce and Christi Florence | 21212 Northwest Freeway, Suite 355 | Cypress | TX | 77429 | (281) 440-5160 |
| | Stephen Lair | 12850 Spurling Drive, Suite 100 | Dallas | TX | 75230 | (972) 239-3934 |
| | Gianna Loftis | 2201 S FM 51 | Decatur | TX | 76234 | (972) 317-0900 |
| | Brandy and Samuel Patton | 7598 N Mesa Street, Suite 203 | El Paso | TX | 79912 | (915) 584-5678 |
| | Brandy and Samuel Patton | 7598 N Mesa Street, Suite 203 | El Paso | TX | 79912 | (915) 584-5678 |
| | Adam and Ashley Worthen | 4833 Bryant Irvin Court, Suite 100 | Fort Worth | TX | 76107 | (817) 377-0992 |
| | Adam and Ashley Worthen | 4833 Bryant Irvin Court, Suite 100 | Fort Worth | TX | 76107 | (817) 377-0992 |
| | Eric and Ari Denson | 1305 Northeast Big Bend Trail | Glen Rose | TX | 76043 | (682) 205-3366 |
| | Ibrahim Abousawan | 11201 Richmond Avenue, Suite A110 | Houston | TX | 77082 | (832) 379-4700 |
| | Gregory Gomez Mira | 8303 Southwest Freeway, Suite 705 | Houston | TX | 77074 | (713) 774-2215 |
| | David and Mechelle Minter | 4660 Beechnut Street, Suite 243 | Houston | TX | 77096 | (713) 403-2273 |
| | Angela Ravin-Anderson and Herbert Anderson | 18842 S Memorial Drive | Humble | TX | 77338 | (832) 777-6204 |
| | Stephanie Dodson | 1010 Slide Road | Lubbock | TX | 79416 | (806) 281-4663 |
| | Eric and Kim Gassman | 12757 State Highway 198 | Mabank | TX | 75156 | (903) 880-5025 |
| | Erin Cuthbertson and Judy Salcido | 32731 Egypt Lane, Unit 502 | Magnolia | TX | 77354 | (936) 441-3223 |
| | David Corkran | 609 Strada Circle, Suite 119 | Mansfield | TX | 76063 | (817) 427-3262 |
| | Monica and David Monasmith | 705 N Highway 281, Suite 104 | Marble Falls | TX | 78654 | (512) 234-4050 |
| | Taylor and Chase Crenwelge | 5900 Lake Forest Drive, Suite 300 | McKinney | TX | 75070 | (972) 744-9898 |
| | Lorena and William Shensky | 3001 W Illinois Avenue, Suite 3A | Midland | TX | 79701 | (432) 689-4663 |
| | Jeremy and Sylvia Farber | 421 S Seguin Avenue | New Braunfels | TX | 78130 | (830) 624-8380 |
| | Tiffany Plott | 8209 Mid Cities Boulevard, Suite 200 | North Richland Hills | TX | 76182 | (817) 427-5555 |
| | Sam Tayssoun and Tania Shaheen | 3210 Strawberry Road | Pasadena | TX | 77504 | (281) 484-0200 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Angela and Gary Freeman | 103 W Red Oak Road | Red Oak | TX | 75154 | (972) 576-1100 |
| | Taylor and Chase Crenwelge | 908 Audelia Road, Suite 200-254 | Richardson | TX | 75081 | (469) 916-9202 |
| | Michael and Jamie Boyd | 2261 Gattis School Road, Suite 145 | Round Rock | TX | 78664 | (512) 374-1414 |
| | Lorena and William Shensky | 34 S Main Street | San Angelo | TX | 76903 | (325) 644-8387 |
| | Buffy and Tim Dungan | 1109 S Sam Rayburn Freeway, Suite 200 | Sherman | TX | 75090 | (903) 893-1100 |
| | Ellen and Travis Trant | 921 Shiloh Road, Suite B300 | Tyler | TX | 75703 | (903) 258-9061 |
| | Pietro Jordao | 104 Kelly Drive, Suite B | Victoria | TX | 77904 | (361) 433-0330 |
| | Lance Summey | 2121 W Waco Drive | Waco | TX | 76707 | (254) 666-7300 |
| Utah | Trent Davis | 655 Medical Drive, Suite 101 | Bountiful | UT | 84010 | (385) 399-7240 |
| | JR and Jami Cazier | 3507 N University Avenue, Suite 300 | Provo | UT | 84604 | (801) 899-4183 |
| | Trent Davis | 5505 S 900 E, Suite 100 | Salt Lake City | UT | 84117 | (801) 266-9444 |
| | Bob and Janet Baumgart | 321 N Mall Drive, Suite Q101 | St George | UT | 84790 | (435) 688-7406 |
| | Dave and Jennifer Parke | 8822 S Redwood Road, Suite S-102 | West Jordan | UT | 84088 | (801) 542-0405 |
| Vermont | Tim LaBeau | 3038 Shelburne Road | Shelburne | VT | 05482 | (802) 860-4663 |
| Virginia | Jason Sager | 7058 Columbia Pike | Annandale | VA | 22003 | (703) 750-6644 |
| | Jeanne McCusker | 400 10th Street NE | Charlottesville | VA | 22902 | (434) 979-4663 |
| | Laura and Michael Bousman | 1021 Eden Way N, Suite 121 | Chesapeake | VA | 23320 | (757) 819-7668 |
| | Paul Goggins | 1300 Sunset Lane, Suite 3220 | Culpeper | VA | 22701 | (540) 825-7180 |
| | Stanley Dubiel, Carin and Steve Sears | 803 W Broad Street, Suite 710 | Falls Church | VA | 22046 | (703) 533-7368 |
| | Paul Goggins | 107 Olde Greenwich Drive, Suite 101 | Fredericksburg | VA | 22408 | (540) 899-1422 |
| | Paul Goggins | 4900 Cox Road, Suite 245 | Glen Allen | VA | 23060 | (804) 527-1100 |
| | Erica Newman | 2025 Meadowview Parkway, Suite 201 | Kingsport | TN | 37660 | (423) 247-0116 |
| | Jack and Jacqueline St.Clair | 209 Old Waterford Road NW, 2nd Floor | Leesburg | VA | 20176 | (703) 464-1268 |
| | Jack and Jacqueline St.Clair | 9309 Center Street, Suite 104 | Manassas | VA | 20110 | (703) 530-1360 |
| | Hollie Bradley | 703 Thimble Shoals Boulevard, Suite C2 | Newport News | VA | 23606 | (757) 886-1230 |
| | Mary Preston | 2000 Hillpoint Boulevard | North Suffolk | VA | 23434 | (757) 774-5051 |
| | Paul Goggins | 1263 Tappahannock Boulevard | Tappahannock | VA | 22560 | (804) 443-4885 |
| | Paul Goggins | 278 Lee Highway | Verona | VA | 24482 | (540) 213-7800 |
| | Laura and Michael Bousman | 751 Independence Circle, Suite 204 | Virginia Beach | VA | 23455 | (757) 631-7744 |
| | Keith Clay | 1400 Amherst Street | Winchester | VA | 22601 | (540) 722-8750 |
| Washington | Jennifer and Main Ng | 2821 Northup Way, Suite 225 | Bellevue | WA | 98004 | (425) 454-9744 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Amy and Richard Benson | 1333 King Street, Suite A | Bellingham | WA | 98229 | (360) 982-2461 |
| | Todd and Lizzie O'Neill | 840 Callahan Drive, Suite B | Bremerton | WA | 98310 | (360) 782-4663 |
| | Laura Cen and Gus Vanderkolk | 909 SE Everett Mall Way, Suite C301 | Everett | WA | 98208 | (425) 549-3100 |
| | Scott Moir | 505 S 336th Street, Suite 550 | Federal Way | WA | 98003 | (253) 517-3550 |
| | Roy and Paula Wu | 8113 W Quinault Avenue, Suite 100 | Kennewick | WA | 99336 | (509) 591-0019 |
| | Bruce and Kristen Anderson | 6405 218th Street SW, Suite 308 | Mountlake Terrace | WA | 98043 | (425) 697-6060 |
| | Kari and Rhyan Smith | 1217 Cooper Point Road SW, Suite 8 | Olympia | WA | 98502 | (360) 570-0049 |
| | Scott Moir | 4502 6th Street E, Suite 323 | Puyallup | WA | 98374 | (253) 517-3550 |
| | Jennifer and Main Ng | 707 S Grady Way, Suite 600 | Renton | WA | 98057 | (425) 454-9744 |
| | Trevor and Kelcey Albertsen | 10202 5th Avenue NE, Suite 200 | Seattle | WA | 98125 | (206) 622-4663 |
| | Trevor and Kelcey Albertsen | 10202 5th Avenue NE, Suite 200 | Seattle | WA | 98125 | (206) 622-4663 |
| | Kathleen Amazona and Isaac Schmidt | 203 S 4th Avenue | Sequim | WA | 98382 | (360) 681-2511 |
| | Erik Hanson | 1616 W Wellesley Avenue, Suite A | Spokane | WA | 99205 | (509) 835-5898 |
| | Erik Hanson | 2818 North Sullivan Road | Spokane Valley | WA | 99216 | (509) 835-5898 |
| | Julie Williams | 1412 NE 134th Street, Suite 150 | Vancouver | WA | 98685 | (360) 253-6028 |
| | Amy Benson | 701 N Miller Street, Suite A | Wenatchee | WA | 98801 | (509) 661-1801 |
| | Lizzie and Todd O'Neill | 3560 Bridgeport Way | West University Place | WA | 98466 | (253) 943-1603 |
| West Virginia | Keith Clay | 1288 Winchester Avenue | Martinsburg | WV | 25405 | (304) 263-4472 |
| | Matt Lenart | 125 Granville Square, Suite 106 | Morgantown | WV | 26501 | (304) 906-4333 |
| Wisconsin | Megan Bredeson | 1708 N Spring Street | Beaver Dam | WI | 53916 | (920) 219-9832 |
| | Steve Nooyen and Jacob Hietpas | 425 Milwaukee Avenue, Suite B | Burlington | WI | 53105 | (262) 661-5967 |
| | Steve Nooyen and Jacob Hietpas | 7849 Highway 60 Trunk | Cedarburg | WI | 53012 | (262) 546-0226 |
| | Sam Adams | 1119 Regis Court, Suite 120 | Eau Claire | WI | 54701 | (715) 941-4717 |
| | David and Michelle Kyhn | 13435 Watertown Plank Road, Unit 1C | Elm Grove | WI | 53122 | (262) 436-4663 |
| | David and Michelle Kyhn | 9875 S Franklin Drive, Suite 200 | Franklin | WI | 53132 | (414) 281-2273 |
| | Mindy Ochs | 222 South Wisconsin Drive | Jefferson | WI | 53549 | (608) 314-9241 |
| | Sam Adams | 505 King Street, Suite 330 | La Crosse | WI | 54601 | (608) 406-2895 |
| | Steve Nooyen, Jacob Hietpas | 525 Junction Road, Suite 2500 | Madison | WI | 53717 | (608) 663-2646 |
| | Bret and Herb Beighley | 353 N 121st Street | Milwaukee | WI | 53226 | (414) 259-9820 |
| | Steve Nooyen and Jacob Hietpas | 2201 Oregon Street, Suite E | Oshkosh | WI | 54902 | (920) 966-1220 |
| | Steve Nooyen and Jacob Hietpas | 1840 Post Road, Suite 7 | Plover | WI | 54467 | (715) 972-1090 |

| State | Owners | Address | City | State | Zip | Phone |
|---|---|---|---|---|---|---|
| | Steve Nooyen and Jacob Hietpas | 6011 Durand Avenue, Suite 500 | Racine | WI | 53406 | (262) 598-0290 |
| | Steve Nooyen and Jacob Hietpas | 3426 Mill Road | Sheboygan | WI | 53083 | (920) 803-0188 |
| | Steve Nooyen and Jacob Hietpas | 101 N 4th Avenue, Suite 106 | Sturgeon Bay | WI | 54235 | (920) 743-9370 |
| Wyoming | Bob Maguire | 307 E 18th Street | Cheyenne | WY | 82001 | (307) 778-6644 |
| | Larry Cushing | 620 Four-J Court, Suite C | Gillette | WY | 82716 | (307) 363-4048 |

## EXHIBIT E

## LIST OF FRANCHISEES WHO TRANSFERRED, TERMINATED, DID NOT RENEW,OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS, WERE REACQUIRED, OR WHO HAVE NOT COMMUNICATED WITH US IN THE PAST 10 WEEKS FROM THE DATE OF ISSUANCE OF THIS FRANCHISE DISCLOSURE DOCUMENT

As of January 31, 2026, the following is a compilation of the names, city, state and phone numbers of every franchisee who has had a franchise transferred, terminated, not renewed, reacquired, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement from January 1, 2025 through January 31, 2026 or who has not communicated with Home Instead, Inc. within 10 weeks of the issuance date:

### TRANSFERS – STILL FRANCHISEES

| Name | City | State | Zip Code | Telephone | Territory |
|---|---|---|---|---|---|
| Nick and Veronica Singh* | Anaheim | CA | 92807 | (714) 363-2166 | Costa Mesa, CA |
| Ben Karakunnel* | Toluca Lake | CA | 91602 | (818) 235-3849 | Los Angeles, CA |
| Ben Karakunnel* | Toluca Lake | CA | 91602 | (818) 235-3849 | Los Angeles, CA |
| Ben Karakunnel* | Toluca Lake | CA | 91602 | (818) 235-3849 | Los Angeles, CA |
| Ben Karakunnel* | Toluca Lake | CA | 91602 | (818) 235-3849 | Thousand Oaks, CA |
| Ben Karakunnel* | Toluca Lake | CA | 91602 | (818) 235-3849 | Winnetka, CA |
| Ben Karakunnel* | Toluca Lake | CA | 91602 | (818) 235-3849 | San Gabriel, CA |
| Sudheer Sreerangapalle* | San Ramon | CA | 94582 | (408) 685-4379 | Walnut Creek, CA |
| Sudheer Sreerangapalle and Prathibha Koduru* | San Ramon | CA | 94582 | (408) 685-4379 or (925) 817-7799 | Oakland, CA |
| Sudheer Sreerangapalle and Prathibha Koduru* | San Ramon | CA | 94582 | (408) 685-4379 or (925) 817-7799 | San Leandro, CA |
| Andrew Pozatek* | New Canaan | CT | 06840 | (917) 756-9368 | Louisville, KY |
| Andrew Pozatek* | New Canaan | CT | 06840 | (917) 756-9368 | Louisville, KY |
| Andrew Pozatek* | New Canaan | CT | 06840 | (917) 756-9368 | West Chester, OH |
| Andrew Pozatek* | New Canaan | CT | 06840 | (917) 756-9368 | Mason, OH |
| Darrell Doane | Germantown | TN | 38138 | (901) 682-8600 | Oxford, MS |

* Indicates the named individuals formed an entity through which they continue to hold an ownership interest in the Franchised Business.

[Remainder of page left blank intentionally]

## TRANSFERS – NO LONGER FRANCHISEES

| Name | City | State | Zip Code | Telephone | Territory |
|---|---|---|---|---|---|
| Bill and Sheila Purnell | Montgomery | AL | 36116 | (334) 669-3556 or (334) 819-6400 | Montgomery, AL |
| Claudine Reid | Burbank | CA | 91504 | (818) 590-2584 | Burbank, CA |
| Janine Hearn | Durango | CO | 81301 | (970) 828-6700 | Durango, CO |
| David DeLancy | Cheshire | CT | 06410 | (203) 915-2461 | Guilford, CT |
| Maureen Riser | Odessa | FL | 33556 | (727) 992-7759 | Spring Hill, FL |
| Jonna and Jeff Wisnieski | Norwalk | IA | 50211 | (515) 240-6286 | Newton, IA |
| Karen and David Huber | Marion | IA | 52302 | (319) 389-3003 | Cedar Rapids, IA |
| Richard and Tia Harrison | Chicago | IL | 60707 | (708) 359-9142 or (708) 359-9141 | Oak Park, IL |
| Joe Wrin | Pendleton | IN | 46064 | (765) 617-0761 | Muncie, IN |
| Don and Corrie Boger | Berlin | MD | 21811 | (410) 641-0901 | Berlin, MD |
| Tyler Tuggle | Bethesda | MD | 20814 | (931) 338-4411 | Towson, MD |
| Mary Andrews | Carlton | MN | 55718 | (218) 213-6996 | Duluth, MN |
| Lee and Patty Aiken | Summerfield | NC | 27358 | (336) 324-7927 | Greensboro, NC |
| Shanna Howard | Winston-Salem | NC | 27104 | (336) 239-7807 | Lexington, NC |
| Steve and Mary Jo Chatelain | Lincoln | NE | 68521 | (307) 440-9148 or (308) 293-3097 | North Platte, NE |
| Andrea and Steve Sussman | Ledgewood | NJ | 07852 | (973) 476-3981 | Succasunna, NJ |
| Stephen Noon | Millstone Township | NJ | 08510 | (908) 625-8358 | Lakewood, NJ |
| Stephen Noon | Millstone Township | NJ | 08510 | (908) 625-8358 | Toms River, NJ |
| Gair and Thomas Adams | Greene | NY | 13778 | (607) 725-3402 | Syracuse, NY |
| Greg and Marni Altfest | Lake Worth | FL | 33467 | (631) 786-8782 | Huntington Station, NY |
| Carol Hitchcock | North Jackson | OH | 44451 | (330) 728-3999 | Austintown, OH |
| Carol Hitchcock | North Jackson | OH | 44451 | (330) 728-3999 | Warren, OH |
| Kathi Lenart | Greensburg | PA | 15601 | (412) 517-8337 | Oakmont, PA |
| Brad Ottens | Morristown | TN | 37814 | (224) 600-9086 | Talbot, TN |
| Lacey and Tyson Murphy | Bartlett | TX | 76511 | (254) 563-5200 | Round Rock, TX |
| Todd Felker | Lucas | TX | 75002 | (972) 369-6705 | Richardson, TX |
| Todd Felker | Lucas | TX | 75002 | (972) 369-6705 | Plano, TX |
| Charlie and Tara Holder | Beaumont | TX | 77713 | (409) 782-4460 or (409) 658-4085 | Beaumont, TX |
| Nancy Oppenheimer-Marks | Dallas | TX | 75248 | (214) 354-8588 | Dallas, TX |
| Craig King | St. George | UT | 84770 | (435) 229-0516 | St. George, UT |
| Pam Boles and John Boles | Staunton /or Fishersville | VA | 24401 /or 22939 | (540) 213-7800 ext. 101 or (586) 719-5485 | Verona, VA |

## TERMINATIONS

| Name | City | State | Zip Code | Telephone | Territory | Notes |
|---|---|---|---|---|---|---|
| Terence O'Neill | Chelmsford | MA | 01824 | (978) 256-5950 | Chelmsford, MA | Terminated due to abandonment of business by franchisee |
| William and Susan Bidwell | Naples | FL | 34110 | (239) 225-8862 | Fort Myers, FL | Terminated in 2025 |
| William and Susan Bidwell | Naples | FL | 34110 | (239) 225-8862 | Naples, FL | Terminated in 2025 |
| William and Susan Bidwell | Naples | FL | 34110 | (239) 225-8862 | Punta Gorda, FL | Terminated in 2025 |

## VOLUNTARILY CEASED TO DO BUSINESS

| Name | City | State | Zip Code | Telephone | Territory |
|---|---|---|---|---|---|
| Catrice Morris | Clayton | NC | 27527 | (262) 488-7470 | Smithfield, NC |
| Debbie Witt | Blue Ridge | VA | 24064 | (540) 521-2358 | Radford, VA |

## REACQUISITION

| Name | City | State | Zip Code | Telephone | Territory |
|---|---|---|---|---|---|
| Ian Hamilton | Houston | TX | 77043 | (415) 760-5666 | Menlo Park, CA |
| Ian Hamilton | Houston | TX | 77043 | (415) 760-5666 | Sunnyvale, CA |

## NOT RENEWED

None.

## NO COMMUNICATION WITHIN PAST 10 WEEKS

None.

# EXHIBIT F

# FORM DEPOSIT AGREEMENT

EXHIBIT F

FORM DEPOSIT AGREEMENT

Date: _____, 202___

Dear _____:

This will acknowledge receipt by Home Instead, Inc. of the amount of $27,000 (the "Fee"), from _____ ("Applicant"), in connection with the Applicant's intention to enter into a Franchise Agreement with Home Instead, Inc. under which Applicant would open and operate a Home Instead Franchised Business within a Protected Area described as follows: ____. While Applicant is being considered as a potential franchisee, Home Instead, Inc. will take the Protected Area off the market. Home Instead, Inc. will use the Fee to defray in part expenses incurred by Home Instead, Inc. in reviewing and processing Applicant's request to become a franchisee of the Home Instead franchise network.

Refund of Deposit

Applicant's request to become a franchisee is subject to the discretionary approval of Home Instead, Inc. Applicant may withdraw its request to be considered as a franchisee at any time within 90 days from the date of this Deposit Agreement, provided Applicant notifies Home Instead, Inc. in writing that it wishes to withdraw its request to be considered as a franchisee, unless Home Instead, Inc. and Applicant have signed a Franchise Agreement prior to Applicant's notice to Home Instead, Inc. In the event Applicant has notified Home Instead, Inc. of its intent to withdraw its request within 90 days from the date of this Agreement and prior to signing a Franchise Agreement, Home Instead, Inc. will refund the Fee to Applicant less $2,700, which shall be retained by Home Instead, Inc. for its expenses in considering the application of the Applicant and in consideration of lost opportunity. If Applicant does not withdraw its request within such 90-day period, the Fee shall thereafter be non-refundable, except as expressly provided below.

At any time prior to Home Instead, Inc.'s execution of the Franchise Agreement, Home Instead, Inc. has the sole and absolute right to deny Applicant's request to become a franchisee. In the event Home Instead, Inc. disapproves franchisee's request to become a franchisee, Home Instead, Inc. will refund the entire deposit Fee in the amount of $27,000.

In the event Applicant is approved as a franchisee, and Applicant has not previously requested a withdrawal of its request for approval, then Applicant will be eligible to sign a Franchise Agreement between Home Instead, Inc. and Applicant, subject to satisfaction of all applicable requirements and conditions.

Home Instead, Inc. and Applicant agree that if Home Instead, Inc. and Applicant execute a Franchise Agreement granting Applicant the right to establish a Home Instead Franchised Business within the

Protected Area within 120 days of the date of this Deposit Agreement, Applicant shall be entitled to a credit in the amount of the Fee against any Initial Franchise Fee due under such Franchise Agreement. If the Franchise Agreement is not executed within such 120-day period, Applicant shall not be entitled to any credit of the Fee, and the Fee shall be non-refundable.

Please return the counter-signed original of this letter to the Home Instead, Inc., along with the Fee, to indicate your agreement with the terms of this Deposit Agreement.

Sincerely,
Name:
Title:

Agreed to this _____ day of _____, 20___

APPLICANT:
By: _____
Name: _____
Title: _____

# EXHIBIT G

# MULTI-TERRITORY ADDENDUM

**EXHIBIT G**

**MULTI-TERRITORY ADDENDUM**

**CONSOLIDATED MULTI-TERRITORY ADDENDUM WITH HOME INSTEAD, INC.**

**THIS ADDENDUM** ("Addendum") is made and entered into as of the __ day of __, 202__, by and among __ dba Home Instead® in the State of __ ("Franchisee"), __, as guarantor ("Guarantor"), and Home Instead, Inc., a Nebraska corporation ("Franchisor"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Franchise Agreements (as defined below).

**WITNESSETH:**

**WHEREAS**, Franchisor and Franchisee entered into certain Franchise Agreements as set forth in Exhibit 1 to this Addendum (the "Franchise Agreements"), granting Franchisee the right to operate the designated Home Instead Businesses (the "Franchised Businesses"); and

**WHEREAS**, Guarantor is Principal of Franchisee and personally guarantees the obligations under the Franchise Agreements; and

[IF MULTIPLE ENTITIES OPERATING CONTIGUOUS TERRITORIES] **WHEREAS**, in order to operate more efficiently, __, __, and __ may desire to partner with one another to share resources and create operational efficiencies, and have entered or will enter into a separate inter-company operations agreement ("Inter-Company Operations Agreement") to do so; and

**WHEREAS**, Franchisee wishes to enter into this Addendum to make certain accommodations to the operating requirements otherwise provided for in the Franchise Agreements; and

**WHEREAS**, Franchisee agrees that, as a condition to Franchisor's consent to shared resources across the Franchised Businesses and other operational efficiencies, Franchisee agrees to enter into and comply with this Addendum; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The recital paragraphs above shall be incorporated as if fully set forth herein.

2. **Acknowledgment of Multiple Franchises**. Franchisee and Guarantor hereby acknowledge that Franchisor is providing them with a conditional opportunity to own and operate multiple Franchised Businesses. It is further agreed that, in the event Franchisee and/or Guarantor acquire additional Franchised Businesses, the parties shall execute any amendment or supplemental document to this Addendum or otherwise, as determined by Franchisor, which will incorporate any newly acquired franchises under the terms and conditions set forth herein.

3. **Staffing Requirements.**

[CONTIGUOUS TERRITORIES (UP TO THREE):] Franchisee(s) and Guarantor(s) hereby acknowledge and agree that, [so long as an Inter-Company Operations Agreement is in effect, and] so long as Franchisees determine they are in compliance with state law or licensure requirements, (a) one of the Franchised Businesses must employ a full-time, Omaha-trained and approved franchise owner or staff member to oversee the day-to-day operations ("Operations Manager"); and (b) Franchisor may require, in its sole discretion, each Franchised Business to employ a full-time BDA and CCA (as defined in the Operations Manual) for each Protected Area as described in Exhibit A to each of the Franchise Agreements. The Franchised Businesses shall make their Operations Manager available for additional training and coaching as reasonably required by Franchisor. Franchisor may reinstate the requirement that each Franchised Business employ an Operations Manager by giving Franchisee at least one hundred twenty (120) days' prior written notice.

[NON-CONTIGUOUS OR SINGLE TERRITORIES:] Franchisees and Guarantor hereby acknowledge and agree that (a) each Franchised Business must employ a full-time, Omaha-trained and approved franchise owner or staff member to oversee the day-to-day operations ("Operations Manager"); and (b) each Franchised Business must employ a full-time staff person dedicated to networking in the Protected Areas described in Exhibit A to each of the Franchise Agreements. The Franchised Businesses shall make their Operations Managers available for additional training and coaching as reasonably required by Franchisor.

4. [IF MULTIPLE ENTITIES OPERATING CONTIGUOUS TERRITORIES] **Inter-Company Operations**. Provided that an Inter-Company Operations Agreement is in effect, Franchisees are permitted to share services, administrative staff, and other resources, to the extent permitted under the Franchise Agreements. Franchisees agree that the Inter-Company Operations Agreement contains or shall contain all required privacy and confidentiality provisions permitting the sharing of confidential information between the parties to the Inter-Company Operations Agreement. Franchisees agree that should the Inter-Company Operations Agreement terminate or expire, Franchisees shall immediately notify Franchisor in writing. Franchisees agree that, if sharing services, administrative staff and/or other resources, the failure to execute an Inter-Company Operations Agreement within sixty (60) days of executing this Addendum is a material breach of the Franchise Agreement giving rise to Franchisor's rights and remedies thereunder.

5. **Additional Terms**.

5.1 Franchisee acknowledges that the Franchised Businesses are each standalone businesses that shall separately track and report revenues to Franchisor and accordingly will be independently reviewed and evaluated by Franchisor.

5.2 Franchisee agrees to strictly comply with all terms and conditions of this Addendum. Franchisee further acknowledges and agrees that a breach of any term or condition of this Addendum shall be deemed a material breach of each of the Franchise Agreements and shall provide Franchisor with good cause to terminate the Franchise Agreements. In the event of such a material breach, Franchisor may, at its option, require Franchisee and Guarantor to sell any one or more of the Franchised Businesses within such time period and subject to such terms and conditions as Franchisor may require; provided, however, that Franchisor shall not be obligated or required to do so.

5.3 Except as expressly agreed to herein, all terms, conditions, rights and obligations set forth in the Franchise Agreements shall remain unchanged and in full force and effect. In the event of a conflict between the terms of Franchise Agreements and this Addendum, the terms of this Addendum shall control.

5.4 A waiver by a party to this Addendum of any of the acts and/or obligations to be performed by any of the other parties hereunder will not be construed as a waiver of any subsequent failure to act or perform hereunder.

5.5 This Addendum may not be modified except by a writing signed by all parties.

5.6 [SUPERCEDING PRIOR MTA(S):] The Multi-Territory Addendums to Franchise Agreement No. __ dated ___ [LIST ALL THAT APPLY] previously executed by Franchisor, [Franchisee/or list entities] and Guarantor are hereby replaced and superseded in their entirety with this Addendum and shall be of no further force or effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum as of the date first above written.

**FRANCHISOR:**

HOME INSTEAD, INC.

_____

By: _____
[Name, Title]

**FRANCHISEE:**

[ENTITY NAME]

_____

By: _____
Name, Title

**GUARANTOR:**

_____

Name, Individually

## EXHIBIT 1 TO MULTI-TERRITORY ADDENDUM

The following table outlines each Home Instead Franchised Business subject to this Addendum, along with the corresponding Franchise Agreements under which they are governed. [NAME] personally guarantees the obligations of the following Franchise Agreements:

| Franchised Businesses | Franchise Agreement | Franchise Agreement Effective Date | State | Franchisee |
|---|---|---|---|---|
| Franchised Business __ | Franchise Agreement __ | | | |
| Franchised Business __ | Franchise Agreement __ | | | |

# EXHIBIT H

# INSTITUTIONAL OWNER ADDENDUM

**EXHIBIT H**

**INSTITUTIONAL OWNER ADDENDUM**

**INSTITUTIONAL OWNER ADDENDUM TO**
**HOME INSTEAD FRANCHISE AGREEMENT**

**THIS INSTITUTIONAL OWNER ADDENDUM** (this "Addendum") is made and entered into this __ day of ____, 20__ (the "Effective Date") by and between Home Instead, Inc., a Nebraska corporation ("Franchisor"), and ____, a [state] [corporation/limited liability company] ("Franchisee"). Franchisor and Franchisee are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties".

**WITNESSETH:**

**WHEREAS**, Franchisor and Franchisee entered into certain Franchise Agreements as set forth in Exhibit 1 to this Addendum (the "Franchise Agreements"), granting Franchisee the right to operate the designated Home Instead Businesses (the "Franchised Businesses"); and

**WHEREAS**, the Franchisee is funded by and/or affiliated with _____, an Institutional Owner firm (the "Institutional Owner Firm"); and

**WHEREAS**, Franchisee agrees that, as a condition to Franchisor's consent to modification of its personal guarantee requirements, Franchisee agrees to and enter into and comply with this Addendum; and.

**NOW, THEREFORE**, in consideration of the mutual agreements, covenants and promises contained in this Addendum and for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms**. Franchisor and Franchisee acknowledge and agree that capitalized terms not defined in this Addendum shall have the meanings given to them in the Franchise Agreement.

2. **Amendment to Definition of Principal in Section 18(J)**. The second paragraph of Section 18(J) of the Franchise Agreement is hereby amended and restated as follows:

> The term "Principal" as used in this Franchise Agreement shall mean the [title(s) of specific principals] of [Institutional Owner Firm and/or Franchisee legal entity and/or Franchisee parent company]. For the avoidance of doubt, in no event shall the term "Principal" be deemed to include any other owners, partners, investors, officers, directors or employees of [Franchisee legal entity] or Institutional Owner Firm, or their respective affiliates.

3. **Amendment to Section 6(C)(3)**. Section 6(C)(3) is amended to include the following language, which is added in addition to the existing provisions of Section 6(C)(3):

> Franchisor acknowledges that the restrictions set forth in this Section 6(C)(3) shall in no event apply to Institutional Owner Firm or its owners, partners, investors, officers, directors, employees, spouses, or adult children, other than the Principals, except to the extent any owner, partner, investor, officer, director, or employee otherwise qualifies as a Non-Compete Signatory, as defined below, and as governed by the separate Confidentiality and Non-Competition Agreement.
>
> In addition to the foregoing, each of the Non-Compete Signatories will execute a Confidentiality and Non-Competition Agreement substantially in the form attached hereto as Exhibit 2, unless previously executed in connection with another transaction and not requested by Franchisor. The term "Non-Compete Signatory" shall mean and include (a) all individuals who own a direct beneficial interest in the securities of [Franchisee/Franchisee's parent company]; (b) the [TITLE(S) OF SPECIFIC PRINCIPALS] of [FRANCHISEE LEGAL ENTITY/FRANCHISEE PARENT COMPANY] [MATCH PERSON(S) DEFINED IN "PRINCIPAL" ABOVE]; and (c) all individuals who serve as members of the board of directors of [Franchisee/Franchisee's parent company]. The Non-Compete Signatories as of the Effective Date are set forth in Exhibit 3 to this Addendum. [IF APPLICABLE: As of the date hereof, the Non-Compete Signatories have all previously signed the Confidentiality and Non-Competition Agreement and the parties agree that the previously signed Confidentiality and Non-Competition Agreements extend to this transaction. Franchisee shall promptly notify Franchisor of any changes to the list of Non-Compete Signatories.]

4. **Amendment to Section 14(F)**. Section 14(F) of the Franchise Agreement is hereby amended to include the following language, which is added in addition to the existing provisions of Section 14(F):

> Notwithstanding anything herein to the contrary, the provisions of this Section 14(F) shall in no event apply to (i) the issuance by Franchisee to existing owners of additional equity interests in Franchisee, (ii) the issuance by Franchisee to employees of non-voting equity interests in Franchisee, or (iii) the addition or removal of any limited partners of [LIST OF LEGAL ENTITIES].

5. **Amendment to Section 17(B)(3)**. Section 17(B)(3) is hereby amended to include the following language, which is added in addition to the existing provisions of Section 17(B)(3):

> Franchisor acknowledges and agrees that in no event shall the limitations set forth in Section 17(B)(3) apply to Institutional Owner Firm or any of its owners, partners, investors, officers, directors or employees (other than the Principals), except to the extent any owner, partner, investor, officer, director, or employee otherwise qualifies as a Non-Compete Signatory, as defined in Section 6(C)(3), and as governed by the separate Confidentiality and Non-Competition Agreement.

6. **Guaranty and Assumption of Obligations Exemption; Minimum Funds**. The Non-

Compete Signatories are exempt from the requirement to sign the Guaranty and Assumption of Obligations, subject to the following. Franchisee agrees that, to ensure that financial resources are available to support Franchisee's obligations to Franchisor pursuant to the Franchise Agreement, and in lieu of the obligations set forth in the Guaranty and Assumption of Obligations, the Non-Compete Signatories shall maintain during the Term and any Renewal Term either (i) a balance of three percent (3%) of the total gross revenue generated by the Franchised Businesses collectively (the "Portfolio Revenue") in the preceding 12-month period, [IF APPLICABLE: multiplied by the collective ownership percentage of the Non-Compete Signatories in the Franchised Businesses,] in cash, cash equivalents and accounts receivable combined in an escrow account to be established pursuant to an escrow agreement mutually agreed upon by Franchisor and Franchisee, in favor of Franchisor to secure the Non-Compete Signatories' obligations under the Franchise Agreement, or (ii) a letter of credit in the amount of three percent (3%) of the Portfolio Revenue, [IF APPLICABLE: adjusted for the collective ownership percentage of the Non-Compete Signatories,] in favor of Franchisor to secure the Non-Compete Signatories' obligations under the Franchise Agreement. In the event Franchisee elects to change which security it provides pursuant to this Section, Franchisee must notify Franchisor in writing no less than forty-five (45) days prior to the effective date of the change in election. Franchisor acknowledges and agrees that the security described in this Section shall support the Non-Compete Signatories' obligations to Franchisor pursuant to the Franchise Agreements. Franchisor, at its sole discretion, may review and adjust the required escrow balance or letter of credit amount annually based on updated Portfolio Revenue and the Non-Compete Signatories' collective ownership percentage in the Franchised Businesses.

7. **Miscellaneous**.

a. **Entire Agreement**. The Franchise Agreement, as amended by this Addendum, and [the Multi-Territory Addendum/Other Addenda], dated as of the date hereof, inclusive of all exhibits and attachments thereto, constitutes the entire, full, and complete agreement and understanding between the Parties with respect to the changes to the Franchise Agreement, and supersedes any and all prior agreements, if any, related thereto.

b. **Counterparts**. This Addendum may be executed in counterparts, all of which counterparts taken together shall constitute one completed fully executed document.

c. **Affirmation of Franchise Agreement**. The Parties agree that, except as set forth herein, the terms and conditions of the Franchise Agreement remain in full force and effect. If and to the extent there is a conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall control. Franchisor expressly reserves all rights, powers, and remedies under the Franchise Agreement that are not specifically modified, limited, or waived by this Addendum, and no provision herein shall be construed as a waiver of any right or remedy unless expressly stated.

[Remainder of page left blank intentionally]

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

**FRANCHISOR:**
**HOME INSTEAD, INC.**

By: _____
Name:
Title:

**FRANCHISEE:**
[LEGAL ENTITY]

By: _____
Name:
Title:

EXHIBIT 1 TO INSTITUTIONAL OWNER ADDENDUM

The following table outlines each Home Instead Franchised Business subject to this Addendum, along with the corresponding Franchise Agreements under which they are governed.

| **Franchised Businesses** | **Franchise Agreement** | **Franchise Agreement Effective Date** | **State** | **Franchisee** |
|---|---|---|---|---|
| Franchised Business __ | Franchise Agreement __ | | | |
| Franchised Business __ | Franchise Agreement __ | | | |

EXHIBIT 2 TO INSTITUTIONAL OWNER ADDENDUM

**HOME INSTEAD, INC.**
**CONFIDENTIALITY AND NON-COMPETE AGREEMENT**

**THIS CONFIDENTIALITY AND NON-COMPETE AGREEMENT** (the "Agreement") is made this ___ day of ___, 20__ by and between Home Instead, Inc., and any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Franchisor") and [INDIVIDUAL], [TITLE] of [ENTITY] ("Partner" [OR OTHER APPROPRIATE DEFINED TERM]).

**WITNESSETH:**

**WHEREAS**, Franchisor and [FRANCHISEE] ("Franchisee") executed Franchise Agreement No [_], dated [____] (the "Franchise Agreement"), granting Franchisee the right to operate a Home Instead business within the protected area in [STATE] described in Exhibit A to the Franchise Agreement (the "Franchised Business") for a period of five (5) years; and

**WHEREAS**, Partner has a fiduciary duty to Franchisee.

**NOW, THEREFORE**, in consideration of the Partner's duty to Franchisee, and in further consideration of the promises and commitments contained in this Agreement, Partner and Franchisor agree to execute and be bound by this Agreement as follows:

1. **Definitions**. The following definitions are established for the purposes of this Agreement:

a. "Trade Secret" means information or data about Franchisor or any of its products, services, technical or non-technical data, formulae, methods, techniques, drawings, processes, financial data, financial plans, product and promotional plans, lists of actual or potential advertisers, lists of clients and other Client Data (as defined in the Franchise Agreement) or lists of suppliers, that: (a) derives economic value, actual or potential, from not being generally known to, or generally ascertainable by, proper means by other persons who can obtain economic value from their disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

b. "Confidential Information" is Franchisor's confidential information including, without limitation, methods, techniques, formats, specifications, procedures, information, systems and knowledge of and experience in the operation and franchising of Home Instead businesses. For greater certainty, Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of disclosure directly or indirectly by Partner; (b) is or becomes available to Partner on a non-confidential basis from a source other than Franchisor unless Partner knows after reasonable inquiry that such source is prohibited from disclosing the information to Partner by a contractual, fiduciary or other obligation to Franchisor; or (c) Partner can show was independently acquired or developed by Partner without the use of any Confidential Information.

2. **Partner Acknowledgments and Confidentiality Provisions**

a. Partner acknowledges and agrees that he or she will not acquire any interest in the Confidential Information or in the Trade Secrets, other than the right to utilize them in the development and operation of the Franchised Business during the term of the Franchise Agreement and any renewal term(s), and that the use or duplication of the Confidential Information in any other business would constitute an unfair method of competition.

b. Partner acknowledges and agrees that the Confidential Information is proprietary information and is disclosed to Partner solely on the condition that Partner agrees, and Partner does hereby agree, that he or she: (1) will not use the Confidential Information in any other business or capacity; (2) will maintain the absolute confidentiality of the Confidential Information during and after the term of the Franchise Agreement; (3) will not make unauthorized copies of any portion of the Confidential Information disclosed in written or electronic form; and (4) will adopt and implement all reasonable procedures prescribed by Franchisor to prevent unauthorized use or disclosure of the Confidential Information.

c. Partner agrees that he or she will not disclose Confidential Information to any third party, including without limitation a third-party vendor, unless and until such third party has signed an appropriate confidentiality agreement agreeing, among other things, that such party will maintain the absolute confidentiality of all Confidential Information disclosed to such party by Partner.

d. Partner acknowledges and agrees that all of the Confidential Information it now has access to or obtains in the future concerning the Home Instead system and the methods of operation and the concepts and methods of promoting the Franchised Business are derived from Franchisor pursuant to the Franchise Agreement, and Partner shall not, without the written consent of Franchisor, disclose such information or use it for its own benefit, except to operate the Franchised Business during the term of the Franchise Agreement and any renewal term(s). The non-disclosure provision in this paragraph shall be effective as of the date of this Agreement and shall continue so long as such Confidential Information or Trade Secrets cannot be ascertained by third parties by proper means.

e. Partner acknowledges that: (i) Franchisor's business is both highly specialized and competitive, (ii) Franchisor's Confidential Information and Trade Secrets are not generally known by, or readily ascertainable by, the public or Franchisor's competitors. Partner understands that the misappropriation or unauthorized disclosure of such information is prohibited and will cause Franchisor irreparable injury.

3. **In-Term Non-Competition Provisions**

a. Partner specifically acknowledges and agrees that Franchisor has legitimate business interests in, among other things, protecting against unauthorized use or disclosure of its Confidential Information and Trade Secrets, protecting Home Instead businesses from franchisees engaging in unfair competition, encouraging a free exchange of ideas and information among Home Instead businesses, and Partner complying with its obligation to exert its best efforts to promote and enhance its Franchised Business. To protect these and other legitimate business interests, Partner agrees that during the term of the Franchise Agreement and any renewal term(s), Partner shall not, directly or indirectly, for itself or

through, on behalf of, or in conjunction with Franchisee's Principals or any other person, partnership, limited liability company, corporation or other entity or arrangement:

(1) Divert or attempt to divert any existing or potential business or client of any Home Instead business to any other business that focuses on older adults and other individuals who need care and provides services within Franchisor's scope of Approved Services (as defined in the Franchise Agreement) to older adults and other individuals who need care in their homes or location of their choice, by direct or indirect inducement or otherwise. Notwithstanding the foregoing, it is not a violation of this Agreement for Partner to refer business or clients of the Franchised Business to another Home Instead business. Additionally, if neither Franchisee nor any other Home Instead business is able or willing to provide one or more of Franchisor's scope of Approved Services to a particular older adult, subject to the written approval of Franchisor in each case, it is not a violation of this Agreement for Partner to refer such client or business to a non-Home Instead business so long as that business is not owned or operated in violation of this Agreement;

(2) Do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with Franchisor's licensed marks or the Home Instead system; or

(3) Own, maintain, operate, make loans to, or have any other financial or beneficial interest in (including any type of interest in corporations, partnerships, limited liability companies, trusts, unincorporated associations, joint ventures, or other entities), or advise or assist, any other business that focuses on older adults and other individuals who need care and provides services within Franchisor's scope of Approved Services to older adults and other individuals who need care in their homes or location of their choice. Notwithstanding the foregoing, it is not a violation of this Agreement for Partner to: (a) provide non-financial assistance or advice to other Home Instead franchisees; or (b) directly or indirectly own, maintain, operate, make loans to, or have any other financial or beneficial interest in another Home Instead business so long as Franchisor has provided written authorization.

4. **Post-Termination Non-Competition Provisions**

a. Partner specifically acknowledges that he or she will receive Trade Secrets and Confidential Information, including, without limitation, information regarding the operation, sales, promotional and marketing methods and techniques of Franchisor and the Home Instead system. Additionally, Partner specifically acknowledges and agrees that Franchisor has legitimate business interests in, among other things, protecting against unauthorized use or disclosure of its Confidential Information and Trade Secrets, protecting the goodwill associated with its licensed marks and the Home Instead system, and protecting Home Instead businesses from former franchisees engaging in unfair competition. In consideration for such Trade Secrets and Confidential Information, and to protect Franchisor's legitimate business interests including, without limitation, those listed above, Partner covenants that commencing upon the expiration or termination of all of Partner's interest in the Franchise Agreement, or

the date on which Partner ceases to conduct the business activities of the Franchised Business or other business or activities in violation of this Agreement, whichever is later, and continuing for two (2) years thereafter, Partner shall not directly or indirectly, for itself, or through, on behalf of, or in conjunction with any of Franchisee's Principals or any other person, partnership, limited liability company, corporation or other entity or arrangement:

(1) Divert, solicit, or attempt to divert any existing or potential business or client of the Franchised Business, National Accounts Program (as defined in the Franchise Agreement), or of any other Home Instead business to any other business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care in their homes or location of their choice, by direct or indirect inducement or otherwise, unless expressly authorized to do so in writing by Franchisor;

(2) Do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with Franchisor's licensed marks and the Home Instead system; or

(3) Own, maintain, operate, make loans to, or have any other financial or beneficial interest in (including any type of interest in any corporation, partnership, trust, limited liability company, unincorporated association, joint venture, or other entity), or advise or assist, any business that focuses on older adults and other individuals who need care and provides services within the scope of Approved Services to older adults and other individuals who need care within (i) the Protected Area (as defined in the Franchise Agreement) granted in the Franchise Agreement; (ii) forty-five (45) miles of the outside border of the Protected Area granted in the Franchise Agreement; or (iii) the Protected Area granted to any other Home Instead business operated by another franchisee, Franchisor or Franchisor's affiliates. Notwithstanding the foregoing, it is not a violation of this Agreement for Partner to directly or indirectly own, maintain, operate, make loans, or have any other financial or beneficial interest in another Home Instead business so long as Franchisor has provided written authorization.

b. Notwithstanding Section 3(a), Partner shall not be in default of this Agreement by virtue of holding not more than two percent (2%) (including securities held by any persons acting jointly or in concert with Partner) of the issued and outstanding securities of a person (the "Interest"), the securities of which are listed on a recognized stock exchange and with which person Partner has no connection whatsoever other than the Interest, provided that Partner holds such Interest as a passive investor.

5. **General Provisions**

a. **Modification**. Franchisor and Partner acknowledge and agree that each of the covenants contained in this Agreement are reasonable limitations as to time, geographic area, and scope of activity to be restrained and do not impose a greater restraint than is necessary to protect the Confidential Information, Trade Secrets, goodwill, and other business interests of Franchisor. Partner agrees that breach of any covenant in this Agreement will cause irreparable

injury to Franchisor. Franchisor and Partner further agree that if all or any portion of any covenant in this Agreement is held unenforceable or unreasonable by a court or agency having valid jurisdiction in an unappealable final decision to which Franchisor is a party, Partner agrees to be bound by a lesser covenant subsumed within the terms of that covenant that imposes the maximum duty or limitation permitted by law, as if such lesser covenant were expressly set forth in this Agreement.

b. **Legal and Equitable Relief**. The restrictions contained in this Agreement are necessary for the protection of the legitimate business interests and goodwill of Franchisor, and are considered by the Partner to be reasonable for such purposes. The Partner agrees that any breach of this Agreement will cause Franchisor substantial and irrevocable damage. In the event of any such breach, Franchisor shall have the right to injunctive relief to restrain or enjoin any actual or threatened breach of the provisions of this Agreement. If Franchisor shall prevail in a legal proceeding to remedy a breach or threatened breach of this Agreement, Franchisor shall be entitled to receive reasonable attorneys' fees, expert witness fees, and costs incurred in connection with such proceeding, in addition to any other relief it may be granted.

c. **Severability**. The terms and provisions of this Agreement are severable in whole or in part, and if any term or provision of this Agreement should be deemed invalid, illegal or unenforceable, the remaining terms and provisions shall remain in full force and effect.

d. **Assignment**. This Agreement is personal and not assignable by Partner. Franchisor may assign this Agreement to any successor in interest to Franchisor.

e. **Governing Law and Consent to Jurisdiction**. This Agreement and all disputes relating to this Agreement shall be subject to, governed by and construed in accordance with the laws of the state where Franchisor's headquarters is located, regardless of the fact that one or both of the parties now is or may become a resident of a different state.

f. **Disclosure of Agreement**. In the event Franchisor has reason to believe this Agreement has or may be breached, Partner acknowledges and consents that this Agreement may be disclosed by Franchisor, without risk of liability, to a current or prospective franchisee or other business entity.

g. **Survival**. The obligations contained in this Agreement survive the termination, for any reason whatsoever, of Partner's interest in Franchisee.

h. **Entire Agreement**. This Agreement constitutes the entire agreement and supersedes all prior agreements or understandings between the parties with respect to this subject matter. This Agreement may not be modified or amended other than by an agreement in writing signed by both parties.

i. **No Waiver**. The failure of either party to insist on the performance of any of the terms or conditions of this Agreement, or failure to enforce any of the provisions of this Agreement, shall not be construed as a waiver or a relinquishment of any such provision. Any waiver or failure to enforce on any one occasion is effective only in that instance and the obligations of either party with respect to any provision in this Agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed below as of the Effective Date and intend to be bound by its terms and conditions.

**PARTNER SHALL NOT SIGN THIS AGREEMENT UNTIL HE OR SHE HAS READ IT IN ITS ENTIRETY, UNDERSTANDS ALL ITS TERMS, AND INTENDS TO BE BOUND BY THEM.**

**PARTNER**

_____ Date:_____
Name

**HOME INSTEAD, INC.**

_____ Date: _____
By: Name, Title

EXHIBIT 3 TO INSTITUTIONAL OWNER ADDENDUM

NON-COMPETE SIGNATORIES

As of the date hereof, the Non-Compete Signatories are as follows:

| **Non-Compete Signatory** | **Confidentiality and Non-Compete Agreement Effective Date** |
|---|---|
| | |
| | |

# EXHIBIT I

# DISCLOSURE ACKNOWLEDGEMENT AGREEMENT

## EXHIBIT I

## DISCLOSURE ACKNOWLEDGEMENT AGREEMENT

**This Disclosure Acknowledgement Statement may not be signed or used if the franchisee resides within, or if the Franchised Business will be located within, the States of Maryland, California, Hawaii, Washington, Illinois, Maryland, Minnesota, New York, North Dakota, or Virginia.**

Home Instead, Inc., through the use of this document, desires to confirm that _____ ("You") fully understand and comprehend that the purchase of a Home Instead Franchised Business is a business decision, complete with its associated risks, and that it is the company policy of Home Instead, Inc. to verify that you have received certain required documents and that you are not relying upon any unauthorized statements, representations, promises or assurances by any Home Instead, Inc. representative in the purchase of the franchise.

1. You recognize and understand that business risks, which exist in the purchase of any business, make the success or failure of the Franchised Business subject to many variables, including your skills and abilities, the hours you work, competition, interest rates, the economy, government regulations, inflation, labor costs, lease terms, and your marketing and management skills. You acknowledge your willingness to undertake these business risks.

2. You acknowledge receipt of the following documents: (a) Home Instead Franchise Disclosure Document, (b) Home Instead Franchise Agreement, and (c) audited financials of Home Instead, Inc. You acknowledge and agree that you have personally and carefully reviewed each document and have been advised to (i) seek professional assistance, (ii) have professionals review these documents, and (iii) consult with your professional advisors regarding the risks associated with the purchase of a Home Instead Franchised Business.

3. You acknowledge and agree that you were in receipt of the Home Instead, Inc. Franchise Disclosure Document on _____, at least fourteen (14) calendar days prior to signing the Franchise Agreement or paying the Initial Franchise Fee.

4. You acknowledge and agree that you were in receipt of the Home Instead, Inc. Franchise Agreement containing all material terms at least seven (7) calendar days prior to signing the Franchise Agreement.

5. You recognize and understand that (a) Home Instead, Inc. may periodically engage an independent third-party broker during the franchise sales process; and (b) the brokers are independent contractors. You acknowledge and agree that you have not relied upon any statements of such independent third-party broker and/or any representative or agents of such broker in deciding to enter into a Home Instead Franchise Agreement.

6. You acknowledge and agree that the Fund will not be directed towards any specific franchise territory but will benefit the entire Home Instead network. You further understand that you will pay amounts based on a formula disclosed in Home Instead, Inc.'s Operations Manual and

that Fund contributions will be used to offset, among other items, in-house expenses incurred in providing marketing services and administering the Fund.

7. You agree that you have not received, and that your decision to purchase a Franchised Business is not otherwise predicated upon, either (a) any oral or written representations, assurances, warranties, guarantees or promises made by Home Instead, Inc. or any of its employees or other representatives as to the likelihood of success of the Franchised Business; (b) any information concerning projected or forecasted sales, profits or earnings; or (c) any information concerning actual or average sales other than what is contained in Item 19 of this Franchise Disclosure Document.

If you believe that you have received any of the above, please describe these in the space provided below or write "None."

_____

_____

_____

Acknowledged and accepted this _____ day of _____, 20__

YOU:

_____

# EXHIBIT J

# FORM GENERAL RELEASE

## EXHIBIT J

## FORM GENERAL RELEASE

***The following is our current general release that a franchisee and/or related parties may be required to execute in connection with certain actions relating to the Franchise Agreement. We may, in our discretion, modify the release as appropriate based on the facts and circumstances.***

## GENERAL RELEASE

**THIS GENERAL RELEASE** (the "Release") is entered into as of the __ day of __, 20__, by and among Home Instead, Inc., a Nebraska corporation ("Franchisor"); _____, a [State of incorporation or organization/entity type] ("Franchisee"); and _____, individually ("Guarantor(s)").

## RECITALS

A. Franchisor and Franchisee are parties to that certain Home Instead Franchise Agreement No. ___ dated _____ (together with all exhibits and addenda thereto, the "Franchise Agreement") granting Franchisee the right to operate a Home Instead business (the "Franchised Business") within the Protected Area described in Exhibit A to the Franchise Agreement, and Guarantor(s) have executed a guaranty of Franchisee's obligations under the Franchise Agreement.

B. **[NOTE: Describe the circumstances relating to the release, including but not limited to any transfer, minority ownership change, renewal, or other circumstances (the "Transaction"), and applicable fees.]**

C. As a condition to Franchisor's approval of the Transaction or renewal of the Franchise Agreement, as applicable, Franchisee and Guarantor(s) desire to release Franchisor from any and all obligations, claims, rights, and privileges which may have accrued between them.

D. Franchisee and Guarantor(s) acknowledge that, except for any renewal rights expressly provided under the Franchise Agreement, Franchisor is not obligated to approve the Transaction, and that Franchisor's approval of the Transaction or agreement to enter into a successor franchise agreement upon renewal, together with the mutual agreements of the parties, constitutes good and valuable consideration for this Release.

**NOW, THEREFORE**, in consideration of the foregoing, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recital paragraphs above shall be incorporated as if fully set forth herein.

2. Approvals, Subordination, and Survival. **[Include this Section (or applicable subsections) as appropriate in connection with transfers or minority ownership changes, and**

**other transactions requiring Franchisor approval. Section 2.3 is included in any transaction involving a full or partial exit from the Franchised Business or the System. ]**

2.1. Subject to the terms of this Release, Franchisor hereby approves the Transaction.

2.2. Franchisee agrees to subordinate any of Franchisee's rights against the buyer of the Franchised Business ("Buyer") to Franchisor's rights against Buyer.

2.3. On the date of the closing of the Transaction, the Franchise Agreement shall terminate in its entirety, except with respect to all terms and conditions that may survive termination including, but not limited to, the Sections of the Franchise Agreement entitled Licensed Marks, Confidential Information – Covenants, Relationship of the Parties/Indemnification, Post-Termination – Covenants, Enforcement, and Waiver of Damages which shall survive the termination of the Franchise Agreement.

3. Release. In connection with the Transaction, Franchisee and Guarantor(s), on behalf of themselves, their respective predecessors, successors, assigns, affiliates, officers, directors, shareholders, agents, members, managers, owners, representatives, employees, and attorneys, as applicable (collectively, "Related Parties") hereby RELEASE AND FOREVER DISCHARGE Franchisor and its current and former Related Parties from any and all claims, liabilities, actions, causes of action, demands, damages, costs, expenses, and compensation of any kind, whether known or unknown, arising prior to the date of this Release, including, without restricting this Release, those directly or indirectly, past, present or future, asserted or unasserted, related to or arising from: (a) the Franchise Agreement and any performance required thereunder; (b) the parties' franchise relationship; (c) the Franchised Business; (d) the offer and sale of the franchise to Franchisee, including any representations or omissions relating thereto; [**TRANSFER/MINORITY OWNERSHIP CHANGE ONLY:** (e) the Transaction, including Franchisor's review and approval thereof; and (f) any obligation of Franchisor to buy back or repurchase the Franchised Business or any assets of Franchisee, whether arising under the Franchise Agreement or otherwise] [**RENEWAL ONLY:** and (e) the renewal of the Franchise Agreement]. **[NOTE: For other circumstances, supplement to reflect the circumstances giving rise to the release.]**

4. Covenant Not to Sue. To the fullest extent permitted by applicable law, Franchisee and Guarantor(s) covenant and agree not to commence, assert, or participate in any action, claim, or proceeding against any of the released parties based upon any claim released in this Release. Nothing in this Section is intended to limit any rights that may not be waived under applicable law.

5. General Provisions.

5.1. This Release shall be binding upon and shall inure to the benefit of all parties hereto, their heirs, executors, administrators, successors, and assigns, and parties hereby agree for themselves and their heirs, executors, administrators, successors and assigns to execute any and all instruments and to perform any acts which may be necessary or proper to carry out the purpose of this Release.

5.2. The provisions of this Release are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Release is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

5.3. This Release may be executed in any number of identical counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Release.

5.4. All questions pertaining to the validity, interpretation, or administration of this Release shall be determined in accordance with the laws of the state where Franchisor's headquarters is located without regard to its conflict of laws rules. Franchisee and Guarantor(s) agree that venue for any proceeding relating to or arising out of this Release shall be in the county where Franchisor's headquarters is located. Franchisee and Guarantor(s) further agree that any action arising out of or related to this Release shall be instituted and maintained only in a state or federal court of general jurisdiction in the county where Franchisor's headquarters is located, and each of Franchisee and Guarantor(s) irrevocably submits to the jurisdiction of such courts and waives any objection they may have to either the jurisdiction or venue of the court.

5.5. Should any action, in law or in equity, be brought by any of the parties hereto against any other party hereto with respect of any right or claim arising under or by reason of this Release, the prevailing party shall be entitled to judgment for all of its reasonable attorneys' fees and court costs incurred with respect to such litigation.

5.6. Capitalized terms not specifically defined herein shall have the meanings given to them in the Franchise Agreement.

5.7. This Release shall be construed as if all the parties jointly prepared it, and any uncertainty or ambiguity shall not on grounds of authorship be interpreted against any party.

5.8 This Release sets forth the entire understanding between the parties. No change or modification hereto shall be valid unless made in writing and signed by all parties hereto.

5.9 Franchisee represents that it is duly organized and in good standing and that the execution of this Release has been duly authorized.

6. State-Specific Provisions.

6.1 This Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

**IN WITNESS WHEREOF**, the parties have executed this Release the day and year first above written.

**FRANCHISOR:**
HOME INSTEAD, INC.,
a Nebraska corporation

By: _____
Title: _____

**FRANCHISEE:**
[ENTITY NAME]

By: [Shareholder/Member Name]
Title: [Title of Shareholder/Member]

**GUARANTOR:**

_____
[NAME], Guarantor

**CONTACT INFORMATION**

Home Address _____

City/State/Zip _____

Personal Email Address _____

Business Phone Number _____
(If unavailable, provide an alternate number)

# EXHIBIT K

# STATE ADDENDA

# CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000–31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000–20043 applies, the terms of this Addendum apply.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT www.dfpi.ca.gov.

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the Disclosure Document is subject to any currently effective order of any National Securities Association or National Securities Exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq.* suspending or expelling such persons from membership in such association or exchange.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000 – 20043).

The franchise agreement requires application of the laws of the state where franchisor's headquarters is located. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 *et seq.*)

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Franchisee Disclosure Acknowledgement Agreement:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under the 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.

# CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000–31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000–20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| FRANCHISOR:<br>HOME INSTEAD, INC. | FRANCHISEE: |
|---|---|
| By: _____<br>Its:<br>Date: _____ | By: _____<br>Its:<br>Date: _____ |

## HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

THESE FRANCHISEES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

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

# HAWAII ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

1. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

2. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

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

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| | |
|---|---|
| FRANCHISOR:<br>HOME INSTEAD, INC. | FRANCHISEE:<br>_____ |
| By: _____<br>Its:<br>Date: _____ | By: _____<br>Its:<br>Date: _____ |

# ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

The conditions under which your franchise can be terminated and your rights upon nonrenewal may be affected by Illinois law, 815 ILCS 705/19 and 705/20.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

The Illinois Franchise Disclosure Act shall govern the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void.

Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Illinois Franchise Disclosure Act, or a rule or order under the Illinois Franchise Disclosure Act will be void and are deleted with respect to claims under the Illinois Franchise Disclosure Act.

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.

# ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any claims Franchisee may have under the Illinois Franchise Disclosure Act shall be governed by the Illinois Franchise Disclosure Act.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement which designates jurisdiction or venue in a forum outside of Illinois is void with respect to any cause of action which otherwise is enforceable in Illinois.

Section 41 of the Illinois Franchise Disclosure Act states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act is void." To the extent that any provision in the Franchise Agreement is inconsistent with Illinois law, Illinois law will control.

Illinois Franchise Disclosure Act paragraphs 705/19 and 705/20 provide rights to franchisee concerning nonrenewal and termination of this Agreement. If the Franchise Agreement contains a provision that is inconsistent with the Act, the Act shall control.

Any release of claims or acknowledgments of fact contained in the Franchise Agreement that would negate or remove from judicial review any statement, misrepresentation or action that would violate the Illinois Franchise Disclosure Act, or a rule or order under the Act shall be void and are hereby deleted with respect to claims under the Act.

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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| | |
|---|---|
| FRANCHISOR:<br>HOME INSTEAD, INC. | FRANCHISEE:<br>_____ |
| By: _____<br>Its:<br>Date: _____ | By: _____<br>Its:<br>Date: _____ |

# MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 5, Additional Disclosures:

Based upon the franchisor's financial condition, the Maryland 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.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 *et seq.*).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The general release required as a condition of renewal, sale and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Franchisee Disclosure Acknowledgement Agreement:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under the 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.

# MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

All representation requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement prevents the franchisee from bringing a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Nothing in the Franchise Agreement operates to reduce the 3-year statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Further, any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under the 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. The first three paragraphs of Section 21 of the Franchise Agreement are deleted.

3. Section 22 of the Franchise Agreement is deleted and replaced with the following:

> This Franchise Agreement, together with all exhibits to this Franchise Agreement and all ancillary agreements executed contemporaneously with this Franchise Agreement, including that certain Franchise Disclosure Acknowledgement Agreement, and any later-executed addendum or amendment to this Franchise Agreement constitute the entire agreement between the parties with reference to the subject matter of this Franchise Agreement and supersede any and all prior negotiations, undertakings, representations, and agreements; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made in

Franchisor's Franchise Disclosure Document furnished to Franchisee. The word "including" will be construed to include the words "without limitation."

Franchisee hereby acknowledges and further represents and warrants to Franchisor that Franchisee has received a copy of Franchise Disclosure Document at least fourteen (14) calendar days before (a) Franchisee signs this Franchise Agreement or any agreement relating to the franchise; or (b) Franchisee pays any consideration to Franchisor in connection with the Franchise, whichever is earlier.

Except for those changes permitted to be made unilaterally by Franchisor, no amendment, change or variance from this Franchise Agreement is binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. Except as otherwise expressly provided, nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity who is not a party to this Franchise Agreement.

The headings of the several sections and paragraphs are for convenience only and do not define, limit or construe the contents of sections or paragraphs.

This Franchise Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

4. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by Franchisee shall be deferred until Franchisor completes its pre-opening obligations under the Franchise Agreement.

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 remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| FRANCHISOR:<br>HOME INSTEAD, INC | FRANCHISEE:<br>_____ |
|---|---|
| By: _____<br>Its:<br>Date: _____ | By: _____<br>Its:<br>Date: _____ |

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

**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.**

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of 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 Disclosure Document shall abrogate or reduce any of the franchisee's rights as provided for in Minn. Stat. Sec. 80C, or the franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's

use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

The franchisor will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

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

# MINNESOTA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

**THIS FRANCHISE HAS 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 THE PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THE 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.**

With respect to franchises governed by Minnesota Franchise Law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, Franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that Franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the Franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of Franchisee's use of franchisor's trademark but Franchisor shall indemnify Franchisee for claims against Franchisee solely as it relates to Franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, Franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If Franchisor accepts tender of defense, Franchisor has the right to manage the defense

of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, Franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by Franchisor shall be effective immediately upon receipt by Franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the Franchisee; (2) the conviction of the Franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the Franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the Franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce Franchisee's rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of Franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims Franchisee may have against Franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Franchise Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Franchisee consents to Franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under the 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| | |
|---|---|
| FRANCHISOR:<br>HOME INSTEAD, INC. | FRANCHISEE:<br>_____ |
| By: _____<br>Its:<br>Date: _____ | By: _____<br>Its:<br>Date: _____ |

# NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680–695 applies, the terms of this Addendum apply.

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 F OR YOUR PUBLIC LIBRARY FOR SERVICES 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 CAN NOT 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 to be added at the end of Item 3:

With the exception of what is stated 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, which are 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 10-year period 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.

Item 5, Additional Disclosures.

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

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; it being the intent of this proviso 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 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 earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

# NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

The undersigned have executed this Addendum as of the date Franchisor signs below.

| FRANCHISOR: | FRANCHISEE: |
|---|---|
| HOME INSTEAD, INC. | _____ |
| By: _____ | By: _____ |
| Its: | Its: |
| Date: _____ | Date: _____ |

# RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to 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."

# RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> 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. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

The undersigned have executed this Addendum as of the date Franchisor signs below.

| FRANCHISOR: | FRANCHISEE: |
|---|---|
| HOME INSTEAD, INC. | _____ |
| By: _____ | By: _____ |
| Its: | Its: |
| Date: _____ | Date: _____ |

# VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

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

Questionnaires and Acknowledgments:

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

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

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

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

# VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

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

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

3. Section 18 of the Franchise Agreement is amended to provide that the Franchise Agreement will be governed by the laws of the Commonwealth of Virginia.

4. Section 17 of the Franchise Agreement is amended to provide that, except for an assignment of the Franchise Agreement to a third party at a mutually agreed upon price or Franchisor's repurchase of the Franchised Business, the post-termination non-compete will not apply to Franchisee following the termination or expiration of the Franchise Agreement.

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 remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

| FRANCHISOR:<br>HOME INSTEAD, INC. | FRANCHISEE:<br>_____ |
|---|---|
| By: _____<br>Its:<br>Date: _____ | By: _____<br>Its:<br>Date: _____ |

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

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

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

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

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

4. **General Release.** A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

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

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

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

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

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

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

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

12. **Indemnification.** Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

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

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

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

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

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

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

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20_____.

| FRANCHISOR: | FRANCHISEE: |
|---|---|
| HOME INSTEAD, INC. | _____ |
| By: _____ | By: _____ |
| Its: | Its: |
| Date: _____ | Date: _____ |

# EXHIBIT L

# STATE EFFECTIVE DATES AND RECEIPT PAGES

## 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:

| State | Effective Date |
|---|---|
| California | April 29, 2026 |
| Hawaii | Pending |
| Illinois | April 29, 2026 |
| Indiana | April 29, 2026 |
| Maryland | Pending |
| Michigan | April 29, 2026 |
| Minnesota | Pending |
| New York | April 29, 2026 |
| North Dakota | April 29, 2026 |
| Rhode Island | May 2, 2026 |
| South Dakota | April 29, 2026 |
| Virginia | May 11, 2026 |
| Washington | May 16, 2026 |
| Wisconsin | April 29, 2026 |

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 L

## RECEIPT FOR PROSPECTIVE FRANCHISEE

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 Home Instead, Inc. ("HI") offers you a franchise, HI must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. Iowa and New York require that HI give you this disclosure document at the earlier of the first personal meeting or 10 business days in New York (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that HI give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If HI does not deliver this disclosure document on time or if it contains or false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit C.

The name, principal address and telephone number of each franchise seller offering the franchise is as follows: Linn Free, Rob Reynek, Kimmey Hardesty, Lakshmi Venkatesan, Tyler Serbin, Doug Cook, Emily Glassberg, David Anderson, and _____; each with a principal address and telephone number of 13323 California Street, Omaha, Nebraska 68154, 1-888-484-5759. If any broker or other third-party franchise seller is involved in the offering, their name and contact information will be provided separately.

FTC Issuance Date: April 29, 2026.

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

I have received a disclosure document dated April 29, 2026, that included the following exhibits:

| | | |
|---|---|---|
| EXHIBIT A | - | Financial Statements |
| EXHIBIT B | - | Franchise Agreement |
| EXHIBIT C | - | State Administrators and Agents for Service of Process |
| EXHIBIT D | - | List of Franchisees |
| EXHIBIT E | - | List of Transfers, Terminations, Non-Renewals, Reacquisitions, or Other Status Changes |
| EXHIBIT F | - | Form Deposit Agreement |
| EXHIBIT G | - | Multi-Territory Addendum |
| EXHIBIT H | - | Institutional Owner Addendum |
| EXHIBIT I | - | Disclosure Acknowledgement Agreement |
| EXHIBIT J | - | Form General Release |
| EXHIBIT K | - | State Addenda |
| EXHIBIT L | - | Receipts |

Date _____ Signature _____

(Please sign, date, and keep this Receipt for your records.)

# EXHIBIT L

## RECEIPT FOR HOME INSTEAD, INC.

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 Home Instead, Inc. ("HI") offers you a franchise, HI must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, us or our affiliate in connection with the proposed franchise sale. Iowa and New York require that HI give you this disclosure document at the earlier of the first personal meeting or 10 business days in New York (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that HI give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If HI does not deliver this disclosure document on time or if it contains or false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate state agency identified on Exhibit C.

The name, principal address and telephone number of each franchise seller offering the franchise is as follows: Linn Free, Rob Reynek, Kimmey Hardesty, Lakshmi Venkatesan, Tyler Serbin, Doug Cook, Emily Glassberg, David Anderson, and _____; each with a principal address and telephone number of 13323 California Street, Omaha, Nebraska 68154, 1-888-484-5759. If any broker or other third-party franchise seller is involved in the offering, their name and contact information will be provided separately.

FTC Issuance Date: April 29, 2026.

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

I have received a disclosure document dated April 29, 2026, that included the following exhibits:

| | | |
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| EXHIBIT A | - | Financial Statements |
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| EXHIBIT I | - | Disclosure Acknowledgement Agreement |
| EXHIBIT J | - | Form General Release |
| EXHIBIT K | - | State Addenda |
| EXHIBIT L | - | Receipts |

Date _____ Signature _____

(Please sign, date, and return this Receipt to Home Instead, Inc.)