

* Minimum Gross Billings Standards are not a representation or guarantee of actual earnings or of the financial performance of your Amada Senior Care Business.

** If you are a new franchisee, "Year 1" begins on the earlier of:

1. The first day of the month following the date you receive your home care license; or
2. 90 days after signing the Franchise Agreement (if no license is required in your state).

If you do not achieve your Minimum Gross Billings Standard for Senior Care services in your Designated Territory in any year during the term of the Franchise Agreement, or if you fail to follow our lead policy which requires you to submit all leads that you receive in other franchisee's territories and promptly offer services to all franchisees in your Designated Territory on multiple occasions, we will have the right to reduce the size of your Designated Territory, operate or authorize others to operate Amada Senior Care Businesses in your Designated Territory, or terminate your Franchise Agreement upon 30 days' written notice. Gross Billings obtained from Senior Care services outside of your Designated Territory (including in any Contiguous Area, as defined below) may not be used to meet the Minimum Gross Billings Standard for Senior Care services. Other than as disclosed in Item 19 of this disclosure document, we do not furnish or authorize our salespersons to furnish any oral or written information concerning the actual or potential sales, costs, income or profits of an Amada Senior Care Business. If you sign a successor Franchise Agreement, your Minimum Gross Billings Standards will be the Minimum Gross Billings Standards you were required to satisfy during the last year of your initial term unless our then-current form of Franchise Agreement specifically requires the satisfaction of a different set of Minimum Gross Billings Standards.

The following chart lists Minimum Gross Billings Standards that are applicable to Skilled Care services:

Year	Gross Billings*
By the end of Year 1**	\$37,500
By the end of Year 2	\$75,000
By the end of Year 3	\$125,000
By the end of Year 4	\$187,500
By the end of Year 5	\$225,000
By the end of Year 6	\$300,000
By the end of Year 7	\$300,000
By the end of Year 8	\$300,000
By the end of Year 9	\$300,000
By the end of Year 10	\$300,000

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The Minimum Gross Billings Standards that are applicable to Skilled Care services commence upon the signing of the Skilled Care Services Addendum. Gross Billings obtained from Skilled Care services outside of the Designated Territory (including in any Contiguous Area) may not be used to meet the Minimum Gross Billings Standards for Skilled Care services. There are no minimum requirements applicable to Senior Placement Services or Staffing Services.

The franchise is limited to the right to develop and operate one Amada Senior Care Business at the Authorized Location located in the Designated Territory, and does not include (i) any right to market or sell products or services identified by the Marks at any location other than within the Designated Territory, or through any other channels or methods of distribution, including the Internet (or any existing or future form of electronic commerce including but not limited to social media websites and mobile communication devices), except in accordance with policies stated in the Operations Manual; (ii) any right to sell products or services identified by the Marks to any person or entity for resale or further distribution; or (iii) any right to exclude, control, or impose conditions on our development of future franchised, company or affiliate owned Amada Senior Care Business at any time outside of the Designated Territory.

We and our affiliates reserve the right to:

1. Establish or license others the right to establish an Amada Senior Care Business at any location outside the Designated Territory, as we deem appropriate, regardless of proximity to the Designated Territory, without compensation to you;

2. Establish and license others to establish businesses under other systems using the Marks or other proprietary marks, which businesses may be located within or outside the Designated Territory, provided, however, that, except as specifically provided in the Franchise Agreement, we will not license or establish a business substantially similar to the Amada Senior Care Business within your Designated Territory;

3. Sell the services, products, materials and related equipment authorized for your Amada Senior Care Business under other trademarks, service marks and commercial symbols through similar or dissimilar channels of distribution and pursuant to terms we deem appropriate within and outside your Designated Territory, without compensation to you;

4. Advertise and sell the services, products, materials and related equipment authorized as associated with your Amada Senior Care Business under the Marks through dissimilar channels of distribution including, without limitation, by electronic means such as the Internet and websites we establish and pursuant to terms we deem appropriate within and outside your Designated Territory, without compensation to you;

5. Advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of one or more websites using the Marks;

6. Acquire the assets or ownership interest of one or more businesses providing services, products, materials and related equipment similar to those provided under your Amada Senior Care Business, and franchise under a service mark or trademark other than our Marks, license or grant the right to others to operate those businesses once acquired, regardless of whether these businesses are located or operating within your Designated Territory, and you will not be entitled to any compensation in connection with that transaction;

7. Be acquired by a business providing services, products, materials and equipment similar to those provided at your Amada Senior Care Business, even if such business operates, franchises or licenses

competitive businesses in your Designated Territory, and you will not be entitled to any compensation in connection with that transaction;

8. Establish a National Accounts Program, in which you are required to participate and cooperate, including refraining from certain channels of marketing and distribution. In the event that you do not participate in any such National Accounts Program or are unable to fully service a National Account in your Designated Territory, we, an affiliate, or a third party designee of ours (including another franchisee within the System) may provide the services necessary to fulfill a National Account in your Designated Territory and you will not be entitled to any compensation in connection with that transaction;

9. Offer, sell, operate or distribute and/or license others to sell, operate and distribute through franchised or non-franchised businesses, at wholesale or retail, within and outside the Designated Territory (a) Amada branded goods and services not then offered and sold through the System, or (b) goods and services under another brand where comparable goods and services are not then offered and sold through the System, without compensation to you. These goods and services may be offered and sold through similar or dissimilar channels or methods of distribution, including the Internet and outlets that do business under the Amada name or another name. Examples of these outlets include durable medical equipment centers, assisted living facilities, adult daycare and/or child daycare facilities and hospices, but the examples also include businesses that are not in the healthcare industry;

10. Establish multi-area marketing programs and regional and national account programs that allow us or our affiliates to market anywhere, including in your Designated Territory;

11. Offer promotional programs from time to time to existing franchisees who meet certain criteria established by us. Such programs may involve certain market segments and may include modified Royalty Fees as determined solely by us;

12. Reserve the right to establish minimum and maximum prices for use with National Accounts Programs and special price promotions as allowed by law; and

13. Engage in any other activities not expressly prohibited in the Franchise Agreement.

You must at all times use your best efforts to promote and increase the sales and service of the Amada Senior Care Business and to effect the widest and best possible distribution, sale and placement, solicitation and servicing of all potential clients for authorized services throughout the Designated Territory.

You may not directly market, solicit or perform any Senior Care, Skilled Care or Staffing Services in another System franchisee's Designated Territory. If you wish to perform any of these services in the Designated Territory of another franchisee, you must first seek written permission from that franchisee, and from us. If you service clients in another System franchisee's Designated Territory without necessary permissions, you may be required to pay an Encroachment Fee and an Investigative Fee.

If you first obtain our written approval, which we have the right to grant or deny for any reason, you may be permitted to solicit or accept business for Senior Care, Skilled Care or Staffing Services from consumers outside of your Designated Territory, within a contiguous area to the Designated Territory ("Contiguous Area"). Contiguous Areas must not be within the Designated Territory of another System franchisee, company or affiliate-owned Amada Senior Care Business. If all or a portion of a Contiguous Area becomes part of the Designated Territory of another System franchisee, company or affiliate-owned Amada Senior Care Business, we may allow you to continue to provide services and products to such clients in the Contiguous Area ("Legacy Client") until such time as the Legacy Client discontinues services with you.

We have the right to withdraw our approval of your use of any promotional materials and to otherwise promote, advertise, solicit, provide care, companionship, products, materials, and equipment or perform any other Senior Care, Skilled Care or Staffing Services outside of the Designated Territory at any time without any obligation to you.

You may perform, solicit or accept business for Senior Placement Services outside of your Designated Territory but you may not market Senior Placement Services within the Designated Territory of another System franchisee, company or affiliate-owned Amada Senior Care Business without our and the impacted franchisee's written approval.

You may not establish or operate another Amada Senior Care Business unless you enter into a separate Franchise Agreement. Under your Franchise Agreement, you do not receive any options for additional franchises, any rights of first refusal to acquire additional franchises, or any similar rights to buy additional franchises. You do not have any right to sublicense or subfranchise within or outside of the Designated Territory and do not have the right to operate more than one Amada Senior Care Business within the Designated Territory. We may not alter your Designated Territory or modify your territorial rights before your Franchise Agreement expires or is terminated, although we may do so for a successor franchise or upon a transfer by you.

If at any time we or our affiliates franchise rights to use the Marks to offer products or services different from the products and services you are authorized to offer under the Franchise Agreement, then we will grant you a right of first refusal to acquire the franchise rights to offer the other products or services in your Designated Territory ("**Right of First Refusal**") if you satisfy the ROFR Conditions. The "**ROFR Conditions**" include your compliance with the Franchise Agreement at all times, including all performance and related standards.

You will have 30 days to notify us in writing if you wish to exercise the Right of First Refusal. If you don't, or if you don't satisfy the ROFR Conditions, we and our affiliates will have the right to grant franchises to others to use the Marks to offer the other services or products within your Designated Territory without compensation to you.

If you are an existing franchisee and we grant you the right to develop and operate additional Amada Senior Care Businesses, you will enter into a separate Franchise Agreement for each Amada Senior Care Business that you commit to develop. Each Franchise Agreement that you sign will grant you the right and license to establish and operate an Amada Senior Care Business to be located at an Authorized Location within the Designated Territory assigned to you under the particular Franchise Agreement according to the same rights and obligations as described above.

ITEM 13 **TRADEMARKS**

We own the Marks that we license to you to use in the Amada Senior Care Business. The following Mark has been registered on the Principal Register with the United States Patent and Trademark Office (USPTO):

Mark	Registration Date	Registration Number	Status
AMADA	January 6, 2015	4,665,436	Registered

We have filed and intend to file all required affidavits and renewals for the Mark listed above.

We have also applied to register the following trademarks on the Principal Register at the USPTO

Mark	Application Filing Date	Serial Number	Status
	January 2, 2025	98934001	Pending
	January 2, 2025	98934005	Pending
	January 8, 2025	98945790	Pending

We do not have federal registrations for the trademarks above and these trademarks do not have the same legal benefits and rights as federally registered trademarks. If our right to use one of these Marks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We also grant you the right to use certain other common law trademarks, including those identified below:

Common Law Marks



We do not have a federal registration for the common law trademarks listed in the table above. These common law trademarks do not have many of the legal benefits and rights that federally registered trademarks have. If our right to use any of the common law trademarks is challenged, you may have to change to an alternative trademark, which may increase your expenses.

There are no currently effective agreements that significantly limit our right to use or license the use of the Marks in a manner material to the franchise. There are no currently effective material determinations of the USPTO, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are also no pending infringement, opposition or cancellation proceedings, or any pending material litigation involving any of the Marks.

We are aware of one third-party business that might claim rights that could affect your use of the trademark. The business is Amada Health, located at www.amadahealth.com and is located in Fresno, California. If your franchise will be located in this area, and if this user could establish common law trademark rights in the area, it could materially affect your use of the Marks in that area. We have demanded that this business cease and desist from further use and intend to file a trademark infringement lawsuit to enjoin this party if we are unable to reach a settlement agreement.

Except as listed above, we do not know of any superior prior rights or infringing uses that could materially affect franchisees' use of the Marks in any state.

You must notify us immediately when you learn about any suspected unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our ownership of, our right to use and to license others to use, or your right to use, the Marks. We will take whatever action we deem appropriate to protect the Marks. We are not required to defend or otherwise protect you against a claim of infringement or unfair competition arising out of your use of the Marks. We have the right to control any administrative proceedings or litigation involving a Mark. We are not required to participate in your defense or in your indemnification for expenses and damages if you are party to an administrative or judicial proceeding involving a trademark licensed to you, or if the proceeding is resolved unfavorably to you.

You must modify or discontinue using any Mark upon direction to do so from us within 5 days after receiving notice from us. The Franchise Agreement does not provide you with any specific rights if we require you to modify or discontinue the use of any Marks.

You derive the right to use the Marks only under a franchise agreement.

ITEM 14 **PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION**

We own no registered patents that are material to the System. We have not filed any copyright registrations with the United States Copyright Office. However, we claim common law rights and copyright protection for the signage, promotional materials, Operations Manual, training materials, agreements, and any other documents and materials used in connection with the operation of the System and Amada Senior Care Businesses. There are no pending patent applications that are material to the franchise.

You are prohibited from duplication of the System and shall not disclose or cause to be disclosed any part of the System or Operations Manual. The Operations Manual belongs to us and you must return it to us or, if stored in computer files, delete those files, upon the expiration or termination of the Franchise Agreement. We may provide updates to the Operations Manual electronically over our intranet website. You must periodically check our intranet website for updates to the Operations Manual. If we elect to provide you with a hard copy of the Operations Manual, you must at all times ensure that your copy of the Operations Manual is kept on the premises of your Authorized Location and kept current and up to date. If there is a dispute involving the contents of the Operations Manual, the terms of our master copy will control.

Your entire knowledge of the operation of the Amada Senior Care Business is derived from information disclosed to you by us and certain information is proprietary, confidential and a trade secret of

ours. “**Trade Secret**” includes the Business Records and the whole or any portion of know-how, knowledge, methods, specifications, processes, procedures and/or improvements regarding the Amada Senior Care Business that is valuable and secret in the sense that it is not generally known to competitors of the System. You shall maintain the absolute confidentiality of all trade secret information during and after the term of the franchise and will not use any information in any other business or in any manner not specifically authorized or approved in writing by us. However, your obligation to maintain the confidentiality of proprietary information should not include the following exceptions: (i) information as previously known by you before disclosure by us if you identify any information as previously known; (ii) information disclosed to you by a third party, unless the third party is under a duty not to disclose or use the information, or unless the third party is not in rightful possession of any information; or (iii) information generally known in the pertinent trade. Information shall be deemed generally known only if you can establish that the full particulars of the proprietary information in the combination disclosed to you is well known or generally used within the trade or industry. Exceptions (i) - (iii) above shall only apply if you notify us of the pertinent exception (i) - (iii) within 30 days after our disclosure to you of any confidential proprietary information.

Proprietary information shall not be deemed to be within the foregoing exceptions merely because this information is embraced by part of or more general information in the public domain or in your possession. In addition, any combination of features shall not be deemed to be within the foregoing exceptions merely because individual features are in the public domain and are in your possession, but only if the combination itself, its principal of operation, knowledge or know-how are in the public domain or in your possession.

You will divulge confidential information and trade secrets only to those of your employees as must have access to it in order to operate the Amada Senior Care Business. Any and all information, knowledge and know-how, including, specifications and materials concerning the System and any other data which we designate as confidential shall be deemed confidential for purposes of the Franchise Agreement.

We are entitled to immediate equitable remedies, including restraining orders and injunctive relief, in order to safeguard the proprietary, confidential, unique, and special information of the System. All of your employees having access to the confidential and proprietary information of the System shall sign a confidentiality agreement in a form acceptable to us.

We have no obligations under the Franchise Agreement or otherwise to protect any or all rights that you have or may acquire to use a patent, patent application or copyright which we may have or obtain.

There is no infringing use known to us which would materially affect your use of proprietary and/or copyrighted materials.

You must not use, in advertising or any other form of promotion, the copyrighted materials, trademarks, service marks or commercial symbols of the System without the appropriate notices which may be required by law or us, including ©, ® or other copyright registration notices or the designations TM, SM where appropriate or an indication that the Marks described in Item 13 and any other trademarks or service marks are our trade names, trademarks and service marks or those of an affiliate. The contents of all material available from us are copyrighted by us unless otherwise indicated. All rights are reserved by us, and content may not be reproduced, disseminated, published, or transferred in any form or by any means, except with our prior written permission. Despite anything stated or implied to the contrary in this Agreement, you must not use any of the Marks or copyrighted materials in any manner which has not been specified or approved by us.

You derive the right to use these items only under a franchise agreement with us.

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

Franchise Agreement

Upon executing the Franchise Agreement, you will designate and retain an individual (“**Primary Contact**”) who will have the full authority to act on your behalf in connection with the performance and operation of the Amada Senior Care Business, including but not limited to having the authority to enter into contracts on behalf of the Amada Senior Care Business. You must designate your Primary Contact on the Data Sheet attached to the Franchise Agreement as **Attachment A**.

Your Primary Contact need not have any equity ownership in your Amada Senior Care Business but must furnish full-time attention and best efforts to the management of your Amada Senior Care Business. The Primary Contact must meet our standards and requirements and must have successfully completed our initial training program. If the performance of your Amada Senior Care Business fails to meet or exceed our standards, we may request that you replace your Primary Contact. Alternatively, you may not change the Primary Contact of your Amada Senior Care Business without our prior approval.

You covenant in the Franchise Agreement that during the term of that Agreement, except as otherwise approved in writing by us, you (if you are an individual), the single biggest shareholder of the securities of your entity (if you are a corporation), a general partner of your entity (if you are a partnership), the managing member of your entity (if you are a limited liability company), or your designated Primary Contact will devote full-time energy and best efforts to the management and operation of the Amada Senior Care Business.

To assist your Primary Contact with the day-to-day operations of the Amada Senior Care Business, you may hire a branch manager/operations manager. Your branch manager/operations manager need not have any equity ownership in your Amada Senior Care Business. If you hire such a person, he or she must successfully complete our required training programs. You must keep us informed of the identity of any branch manager/operations manager whom you hire. You will disclose to your Primary Contact and any other employee only the information needed to operate the Amada Senior Care Business and you will advise all such people that any confidential information is a Trade Secret of ours. Your Primary Contact must enter into an agreement (“**Confidentiality, Non-Disclosure and Non-Competition Agreement**”) in a form satisfactory to us, which prohibits the Primary Contact from disclosing proprietary information related to the Amada Senior Care Business or the System and contains covenants not to compete during and after employment for a period of 2 years, as described in Item 17. The Confidentiality, Non-Disclosure, and Non-Competition Agreement attached as **Exhibit J** to this disclosure document is currently considered a satisfactory form.

If your Primary Contact’s employment with you is terminated, you must designate a new Primary Contact who must successfully complete our initial training program within 90 days after the termination of the initial Primary Contact, unless we do not hold an initial training program during that 90-day period, in which case the replacement Primary Contact must attend and successfully complete the first available initial training program held by us.

You are required to hire or engage a marketing manager, subject to our approval. The marketing manager must meet our qualifications and standards, and their appointment is subject to our prior written approval. You may act as the marketing manager yourself, or designate an employee or third-party vendor, provided that the individual or entity is approved by us. We may withdraw our approval if the marketing manager fails to meet our standards or comply with our system requirements.

You must hire a sufficient number of qualified, competent personnel, in order to offer prompt, courteous and efficient service to the public, and otherwise operate the Amada Senior Care Business in compliance with the System so as to preserve, maintain and enhance the reputation and goodwill of the System. For example, we typically see franchisees follow one of 2 organizational models during the first 12 months of operating an Amada Senior Care Business: the franchisee owner serves the role of a salesperson and hires a branch manager/operations manager to manage the office and handle caregiver recruiting and scheduling, or the franchisee owner serves the role of a branch manager/operations manager and hires a salesperson.

Each of your owners, employees (such as a branch manager/operations manager) and agents who have access to our proprietary information must also sign a Confidentiality, Non-Disclosure, and Non-Competition Agreement. These individuals must maintain the confidentiality of all proprietary information and conform to the covenants not to compete that we describe in Item 17.

If you are a corporation, general partnership or limited liability company, all shareholders (and their spouses) with a 20% or greater ownership interest in the corporation, all general partners or all members and managers (and their respective spouses), must personally and unconditionally guarantee the payment of all of your monetary obligations under the Franchise Agreement by signing the personal guaranty in the form of **Attachment C** to the Franchise Agreement. By signing the personal guarantee, spouses become jointly and severally liable for all obligations of the franchise, whether or not they are involved in the operation of the Amada Senior Care Business.

ITEM 16 **RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL**

You must offer for sale, use, sell, and provide through your Amada Senior Care Business only those products and services that we authorize or require for the System. You may not offer for sale, use, sell, or provide any products or services that we have not authorized. You must follow our policies, procedures, methods, and techniques, and you may not deviate from our standards or specifications without our prior written consent. You must discontinue selling and offering for sale any unapproved products and services, or any products and services which we may, in our discretion, disapprove in writing at any time. The Franchise Agreement does not limit our right to make changes to the types of approved products and services. We have the right to add additional approved products and services that you must offer. All new products, services, and other developments, whether they be of our original design or variations of existing services or techniques, will be deemed works made for hire and we will own all rights in them. If they do not qualify as works made for hire, you assign ownership to us under the Franchise Agreement. You will not receive any payment or adjustment in connection with any new services or developments. All products, services, equipment, and other items used in the operation of the Amada Senior Care Business which are not specifically required to be purchased in accordance with our Approved Supplies List or Approved Suppliers List must conform to our established quality standards and specifications.

Your operations must comply with all applicable laws, including but not limited to those laws disclosed in Item 1. At your expense, you must investigate what laws apply to your Amada Senior Care Business and ensure full compliance with them at all times. Subject to applicable law, with our approval you may attempt to obtain a Medicare and Medicaid provider number and provide non-medical Medicare and Medicaid services and/or obtain a State Waiver and Home Health License. You may also furnish services to Department of Veterans Health Administration beneficiaries as described more fully in the Operations Manual.