FRANCHISE DISCLOSURE DOCUMENT

1 Plus 1 Cares Franchising, LLC
a Delaware limited liability company
3031 Tisch Way
Suite 110PW
San Jose, CA 95128
(888) 321-4711
1plus1cares.com
1plus1caresfranchising.com

As a 1 + 1 Cares franchisee, you will operate a referral agency business that helps families to find, coordinate, and maintain quality non-medical domestic work and senior care provided by qualified caregivers, and other related products and services, under the "1 + 1 Cares" trade name and business system. A 1 + 1 Cares referral agency business is a matchmaker between the client and the caregiver.

The total initial investment necessary to begin operation of a 1 + 1 Cares franchised business ranges from $77,850 to $127,650. This includes $40,000 that must be paid to the franchisor or its affiliate(s).

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 or grant. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive this disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Ray Liu at 3031 Tisch Way, Suite 110PW, San Jose, CA 95128 and rayl@1plus1cares.com.

The terms of your contract will govern your franchise relationship. Do not rely on this disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document is available from the Federal Trade Commission ("FTC"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, N.W., Washington, D.C. 20580. You also can 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.

Your state also may have other laws on franchising. Ask your state agencies about them.

Issuance Date: January 31, 2025

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former Franchisees. You can find their names and contact information in Item 20 or Exhibit E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B 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 1 + 1 Cares 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 1 + 1 Cares Franchisee?	Item 20 or Exhibit E lists current and former Franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising Generally

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

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

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

Some States Require Registration

Your state may have a franchise law, or other law, 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 A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by arbitration or litigation only in California. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in California than in your own state.

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.

DISCLOSURES REQUIRED BY MICHIGAN LAW

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§445.1501 – 445.1546 applies, the terms of this Addendum apply.

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.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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.

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Consumer Protection Division, Attn.: Franchise, 670 Law Building, Lansing, Michigan 48913, telephone: (517) 373-7117.

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EXHIBITS

ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this franchise disclosure document ("**Disclosure Document**"), the terms "**we**", "**us**", "**our**", and "**Franchisor**" mean 1 Plus 1 Cares Franchising, LLC ("**Franchisor**") and its subsidiaries. The terms "**you**" and "**your**" refer to the individual or business entity buying the franchised business. The terms "**you**" and "**your**" do not include any individual or business entity which owns an interest in you. We may require all individuals and business entities which own an interest in you to guarantee your obligations to us.

The Franchisor

We are a Delaware limited liability company formed on October 30, 2024. Our principal business address is 3031 Tisch Way, Suite 110PW, San Jose, California 95128. We do not do business under any name other than our corporate name and the name 1 + 1 Cares. We began offering 1 + 1 Cares franchised businesses upon the issuance of this Disclosure Document. We have never offered franchises in any other line of business, nor do we operate any business of the type being offered to you. We do not conduct any other business activities apart from offering and selling franchises for, and supporting, 1 + 1 Cares franchised businesses. Our agents for service of process are listed in Exhibit A of this Disclosure Document.

Parents, Predecessors and Affiliates

We do not have any parents or predecessors.

Our affiliate, 1 + 1 Senior Care Inc., is a California corporation that was formed on December 17, 2007. Its principal place of business is 3031 Tisch Way, Suite 110PW, San Jose, California 95128. This affiliate has not offered franchises in this or any other line of business and does not conduct any other business activities other than as a referral agency similar to a 1 + 1 Cares Business.

Our affiliate, Bridge Service Solutions, LLC, is a Delaware limited liability company that was formed on October 30, 2024. Its principal place of business is 3031 Tisch Way, Suite 110PW, San Jose, California 95128. This affiliate has not offered franchises in this or any other line of business. This affiliate offers certain operational assistance to Clients and Caregivers, including, but not limited to customer support services, registration operations, certain referral operations, billing operations, and settlement services through CareForce Software (collectively, the "**Operational Support Services**"). Franchisees are required to enter into the services and support agreement with Bridge Service Solutions, LLC that is attached to the Franchise Agreement as Exhibit F.

Our affiliate, Careforce Software LLC, is a Puerto Rico limited liability company that was formed on March 17, 2022. Its principal place of business is 151 Calle De San Francisco, Suite 200, PMB 0520, San Juan, Puerto Rico 00917-1607. This affiliate owns the proprietary software, CareForce ("**CareForce Software**"), and the Marks (defined below) currently used by the System and license the CareForce Software to franchisees via the software license agreement attached to the Franchise Agreement as Exhibit G. This affiliate has not offered franchises in this or any other line of business and does not conduct any other business activities other than as the owner of the CareForce Software and Marks, which are each licensed to franchisees to use in connection with the Franchised Businesses.

Other than described above, we have no affiliates that offer franchises in any line of business or sell goods or services to you.

The Franchised Business

Franchise Agreement

We offer, to qualified individuals and entities, franchise agreements ("**Franchise Agreements**") for the establishment and operation of a 1 + 1 Cares franchised business ("**Franchised Business**" or "**1 + 1 Cares Business**"). The form of Franchise Agreement that we intend to enter into with you, should you and we mutually agree to enter into a franchise relationship, is attached to this Disclosure Document as Exhibit C.

Your Franchised Business will operate according to the "**System**," the distinguishing characteristics of which include, among other things, our standards, specifications, policies and procedures for business development, consulting and management; quality, distinctiveness and uniformity of services and products; software and computer programs, client management procedures; our training program; and advertising and promotional programs, all as more particularly described and designated in the Manuals (defined below). We identify the System by certain licensed trade names, service marks, trademarks, logos, and emblems, including the name and mark "1 + 1 CARES." Your Franchised Business will operate under the mark "1 + 1 CARES" and other associated marks that we now and in the future may designate as part of the System (collectively, the "**Marks**").

Franchised Businesses

1 + 1 Cares Businesses provide individuals and families ("**Clients**") with a referral agency that offers caregiver search, recruitment and placement services ("**Referral Services**") for quality non-medical domestic work and senior care ("**Caregiver Services**") provided by qualified caregivers ("**Caregivers**") and provide related services and products that we designate or approve under the System and the Marks (collectively, the Referral Services and Caregiver Services are the "**Approved Services and Products**"). Franchisees will use our proprietary software, CareForce Software, to operate the Franchised Business. Franchisees do not provide Caregiver Services to Clients, but instead provide Referral Services, either directly or through an affiliate of ours, for the placement of Caregivers to Clients to perform such work. The Franchised Business franchisees are defined in this Disclosure Document as "**Franchisees**."

Referral Services more specifically include: (i) after receiving a Client referral, using best efforts in a reasonable timeframe to, in connection with the CareForce Software, make contact with the Client and/or responsible party, (ii) conducting a thorough telephonic interview of the Client's care needs, (iii) attempting to "close" on the sale of Caregiver Services to the Client, (iv) providing all required legal agreements with the Client and/or responsible party, and (v) using best efforts to fill the placement requirements by coordinating the Caregiver Services. Franchisor will be responsible for invoicing and collecting the appropriate fees from the Clients. Clients will enter into a referral agreement with the Franchisee and Caregivers will enter into a domestic worker referral agreement with the Franchisee.

The Franchise Agreement grants you the right to operate a Franchised Business under the System and using the Marks, as the System and Marks may be changed from time to time. The Franchise Agreement will designate a protected territory (the "**Territory**"). You will provide the Approved Services and Products only for those individuals located within the Territory. Franchised Businesses typically will be located in either urban or suburban areas.

We expect that you will operate the Franchised Business as a home-based business, but you may rent your own commercial space from which to operate the Franchised Business. We anticipate that you will not meet with Clients and prospective Clients in your home-based or other office and that you will meet with them at their homes, the care facilities, other locations or via video conferencing.

You must operate the Franchised Business according to our standards and procedures, as set out in our confidential Brands Standards Manual and Best Practices Manual (the "**Manuals**"). We will lend you a copy of the Manuals for the duration of the Franchise Agreement. We may periodically change and improve parts of the System, and you must promptly comply with all new or changed items.

Market and Competition

The market for the Approved Services and Products is well-developed. You will compete with individuals and companies that provide services and products similar to the Approved Services and Products including established locally owned, regional or national in-home, non-medical services placement businesses. We do not expect that your sales will be seasonal in nature. You can anticipate that you will have to invest significant time establishing your business because of the number of competitors likely to be in your local market.

Industry Specific Regulations

Your Franchised Business will be subject to federal laws and regulations and laws and regulations in the county, state, or municipality in which it is located. In certain circumstances, you may be subject to the Health Insurance Portability and Accountability Act ("HIPAA"). In some jurisdictions, there may be restrictions, limitations, or prohibitions on patient solicitation or the amounts of referral fees or placement fees. For example, homemakers and companion services provides (those who employ individuals to do housekeeping, cook, run errands and provide companionship to the elderly and adults with disabilities) in Florida must have a Florida home health care license to operate in the state, as defined by the Florida Agency for Health Care Administration You are advised to examine these laws and regulations before entering into the Franchise Agreement.

You are also subject to employment laws such as the Fair Labor Standards Act and various state laws governing such matters as minimum wages, overtime, and working conditions. You will be subject to other laws or regulations that are not specific to the industry, but applicable to businesses generally, including labor laws, insurance requirements, business licensing laws and tax regulations, and the Americans with Disabilities Act. We have not investigated all of the laws or regulations applicable to your Franchised Business. You are solely responsible for investigating all applicable federal, state, and local laws and regulations, and your cost to comply with such laws and regulations, and you should do so before purchasing a franchise from us. We strongly suggest that you consult with an attorney, consultant and/or financial advisor regarding such regulations prior to purchasing a franchise from us. Applicable laws and regulations are subject to change.

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 Manuals.

ITEM 2
BUSINESS EXPERIENCE

President: Ray Liu

Mr. Liu has been our President since our inception. He has also served as the President of our affiliate, 1 + 1 Senior Care Inc., since October 2007. He also currently serves as CEO of MAX MRJ, located in San Jose, California, and has done so since January 2020.

Chief Executive Officer: Matt Mukoyama

Mr. Mukoyama has been our Chief Executive Officer since our inception. He has also served as the CEO of our affiliate, 1 + 1 Senior Care Inc., since October 2007.

Vice President of Business Development: Kanchana Vaplon

Kanchana Vaplon has been our Vice President of Business Development since our inception. She has also served as the Vice President of Business Development for our affiliate, 1 + 1 Senior Care Inc., since April 2015.
Unless otherwise stated above, each individual listed in Item 2 maintains an office at our headquarters in San Jose, California.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Initial Franchise Fee

When you sign the Franchise Agreement, you will pay us an initial franchise fee of $40,000 ("**Initial Franchise Fee**"). The Initial Franchise Fee is fully earned and non-refundable in consideration of the administrative and other expenses incurred by us in granting this franchise and for our lost or deferred opportunity to franchise to others. The Initial Franchise Fee is uniformly applied.

If you are granted the right to open and operate an additional Franchised Business, then you will pay an additional Initial Franchise Fee, upon signing the additional Franchise Agreement(s) equal to 75% of our then-current Initial Franchise Fee for each additional Franchised Business.

ITEM 6
OTHER FEES

Type of Fee [1]	Amount	Due Date	Remarks
Royalty Fee[2]	5% of Client Billings[2]	The Royalty Fee is payable weekly on the Tuesday of each week	We deduct the Royalty Fee each week from the Commissions that are paid to you each week.
Brand Development Fund Fee	Up to 3% of Client Billings Currently, 2% of Client Billings	The Brand Development Fund Fee is payable weekly on the Tuesday of each week	We deduct the Brand Development Fund Fee each week from the Commissions that are paid to you each week.
Support Team Fee	The greater of $125 per week or $35 per Client per week	The Support Team Fee is payable weekly on the Tuesday of each week	You shall pay the Support Team Fee to Bridge Service Solutions, LLC in exchange for the Operational Support Services. Bridge Service Solutions, LLC reserves the right to increase this fee by up to 5% during each year of the Franchise Agreement.

Type of Fee [1]	Amount	Due Date	Remarks
Local Marketing Requirement	$1,000 per month	Monthly	Payable for marketing, advertising and promotion of the Franchised Business in the Territory. We reserve the right to increase the amount that you must spend by up to 10% during each year of the Franchise Agreement. Upon our request, you must provide us with invoices to show your Local Marketing expenditures.
Technology Fee	Our then-current fee, currently $125 per week	The Technology Fee is payable weekly on the Tuesday of each week	We deduct the Technology Fee each week from the Commissions that are paid to you each week. Currently, the Technology Fee is payable to us, but we reserve the right to require that you pay all or a portion of this fee directly to a third-party supplier and/or our affiliate(s). We reserve the right to increase the amount of the Technology Fee by up to 20% during each year of the Franchise Agreement.
Ongoing Training Fee	Our then-current fee, currently $300 per day	As required	You must pay this fee in connection with additional scheduled training, that will be provided either face-to-face or by video conferencing. If travel is required, then you must pay for our or your, as applicable, travel, food, lodging and related expenses. We reserve the right to increase this fee.
Additional Training Assistance Fee	Our then-current fee, currently $500 per day	As requested or as required	This fee is paid to us if you request additional training in addition to our standard training offerings (See Item 11) or if we require additional training in the event that your Franchised Business is operating below required standards (See Item 12) or your are otherwise in default of your Franchise Agreement. If travel is required, then you must pay for our or your, as applicable, travel, food, lodging and related expenses. We reserve the right to increase this fee.
Caregiver Background Checks Fee	Then-current fee, currently $0	As requested or as required	Payable only if we designate a third-party to conduct background checks on Caregivers in the Territory. If the fee is instituted, then you will be required to pay the third-party supplier directly.

Type of Fee [1]	Amount	Due Date	Remarks
New Product, Service, Supplier Testing	Will not exceed our reasonable cost of the inspection and the actual cost of the test paid by you or the supplier.	As incurred	If you wish to purchase any unapproved supplies or services or products or any other items from an unapproved supplier, we may require that our representatives inspect the supplier's facilities, and that samples be either delivered, to us, or to a third party designated by us, for testing.
Conference Fee	Our then-current fee, currently $1,000	As required	You must pay this fee to us if we schedule a conference of franchisees, regardless of whether you attend. This fee is paid per Franchised Business.
Successor Fee	15% of then-current Initial Franchise Fee, but in no event less than $8,000	Prior to the expiration of your Franchise Agreement	You must also meet other conditions in order to renew your Franchise Agreement (See Item 17).
Transfer Fee	Transfers to an existing franchisee: 50% of then-current Initial Franchise Fee Transfers not to an existing franchisee: 75% of then-current Initial Franchise Fee Internal transfer: $2,500 entity	$5,000 non-refundable deposit due upon your notice of your intent to transfer and the balance of the fee is paid prior to the transfer date.	You must also meet other conditions in order to transfer your rights and obligations under the Franchise Agreement and/or with the Franchised Business (See Item 17). An "internal transfer" is one that where you request our approval of a transfer of the interests in the franchisee entity that do not impact the controlling interest in the franchisee entity.
Audit Fee	Cost of audit and expenses incurred in connection with the audit	As incurred	Payable only if we determine after an audit that you have understated Gross Billings of more than 2%, or if your records are unavailable for our inspection.
System Modifications	All reasonable costs and expenses associated with System modification	As required	If we make modifications to the System, then you (and all Franchisees) are required to adapt the Franchised Business to meet the new or revised System, which may result in costs and expenses. Examples may include new equipment and software. These costs and expenses may be paid to us or a third-party supplier that is designated by us.
Mystery Shops	Up to $250 per month	Monthly	If we retain a third-party firm to conduct mystery shops, then you may be required to may this fee either directly to us or to the designated third-party firm. This fee is subject to change at the discretion of the designated third-party firm.

Type of Fee [1]	Amount	Due Date	Remarks
Reimbursement of Insurance	Cost of obtaining coverage	On receipt of invoice	If you fail to procure the required insurance, we may secure that insurance and require you to reimburse us for the premiums and other expenses relating to obtaining that insurance.
Temporary Management Assistance	Out then-current fee, plus travel, lodging and related expenses	As billed	Payable to us if you breach the Franchise Agreement or upon your death or disability and we have to temporarily manage the Franchised Business on your behalf.
Late Report Fee	$100 per week or partial week	As incurred	Due for late payments or reports, in addition to other remedies available to us
Indemnification Costs	Varies	As incurred	You must pay for the cost of defending us against any liability as a result of your operations.

Notes:

1. Unless otherwise noted, you must pay all fees to us and we have no obligation to refund them. At our option, all payments to us (other than those withheld from Commissions), must be made via automatic bank draft. We uniformly impose the fees described above.

2. "**Commissions**" are the amounts paid to you by use each week, less the Royalty Fee, Brand Development Fund Fee and Technology Fee, and are based on Client Billings of the Franchised Business for the immediately preceding calendar week, or for such other period as we specify. "**Client Billings**" means the total amount paid by Clients in exchange for (a) the Caregiver Services sold or performed for by Caregivers to Clients in your Territory, whether from cash, check, credit card, debit card, barter or exchange, or other means, and irrespective of the collection thereof, (b) referral fees for Referral Services performed by Franchisor in the Territory, and (c) non-standard payment processing fees, such as credit card fees. The following amounts will be deducted from Client Billings: (i) sales taxes, use taxes, and other similar taxes added to the sales price and collected from the Client and paid to the appropriate taxing authority; and (ii) any bona fide refunds and credits that are actually provided to Clients and other customers.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure [1]	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Initial Franchise Fee[2]	$40,000	$40,000	Lump Sum via Wire Transfer	Upon signing Franchise Agreement	Us
Office Furniture and Fixtures	$500	$2,000	As Arranged	As Necessary	Third Parties
Office Rent and Utilities (3 months)[3]	$0	$2,800	As Arranged	As Necessary	Landlord and Third Parties
Office Equipment and Computer System[4]	$1,800	$5,000	As Arranged	As Necessary	Third Parties

Type of Expenditure [1]	Amount		Method of Payment	When Due	To Whom Paid
	Low	High			
Office Supplies	$550	$1,100	As Agreed	As Agreed	Third Parties
Customer Relationship Management Software and Back Office System (3 months)	$1,625	$1,800	As Agreed	As Agreed	Third Parties
Vehicle[5]	$2,475	$30,000	As Arranged	As Necessary	Third Parties
Support Team Fee (3 months)[6]	$7,500	$8,000	Varies	As Necessary	Bridge Service Solutions, LLC
Business Telephone and Internet (3 months)	$650	$950	As Agreed	As Incurred	Third Parties
Professional Fees	$4,000	$6,000	As Agreed	As Incurred	Third Parties
Training Expenses	$0	$3,000	As Agreed	Prior to Opening	Third Parties
Insurance[7]	$750	$1,000	Varies	Prior to Opening	Insurance Agency
Initial Launch Advertising[8]	$3,000	$6,000	As Agreed	Prior to Opening	Third Parties
Additional Funds (3 months)[9]	$15,000	$20,000	Varies	As Incurred	Various
TOTAL[10]	**$77,850**	**$127,650**			

NOTES

1. **General**. The chart above describes the estimated initial investment for a Franchised Business operated from a home-based office. We prepared these estimates based on the experience and data collected from the operating expenses of our affiliate, 1 + 1 Senior Care Inc., operating as a similar referral agency and also the experience of our consultant. Except as expressly indicated otherwise, these estimates are intended to estimate your required initial cash investment up to the opening date of your Franchised Business, and potential working capital needs for the first ninety (90) days of operations thereafter. They do not include your cash needs to cover any financing incurred by you or your other expenses. Your costs for developing and opening a Franchised Business may differ from the information set forth herein and costs may vary from market to market. In addition, inflation may impact various costs. Because the exact amount of reserves will vary from business to business, you should retain the services of an experienced accountant or financial advisor to develop a business plan and financial projections for the Franchised Business. We have no obligation to refund any fees or costs paid to us. Whether any third party will refund any fees or costs will depend on the third party involved.

2. **Initial Franchise Fee**. The Initial Franchise Fee is described in Item 5.

3. **Office Rent and Utilities**. We expect that you will operate the Franchised Business as a home-based business, and the above estimate is based on this expectation. Nevertheless, if you choose to do so, you may rent your own commercial space from which to operate the Franchised Business. If you rent space for your office, rental rates will vary based on the location and size of the office

premises. The low estimate assumes a home office that requires no payment of rent and the high estimate assumes a leased office space of 300 square feet at $35 per square foot in rent, plus $50 per month for utilities. You will likely incur costs for a lease deposit and applicable utility deposits. You should investigate all real estate costs thoroughly before signing a lease if you decide to rent space for your office.

4. **Computer System**. You must obtain and maintain a Computer System as described in the Manuals. You must also install and maintain high-speed Internet access. See Item 11 of this offering circular for more information regarding required Customer Relationship Management hardware and software purchases.

5. **Vehicle**. You must obtain a vehicle to use in connection with the Franchised Business. The low end of this estimate assumes that you will lease a car similar to a Honda Accord and the high end assumes that you will purchase a new vehicle. This estimate includes three (3) months of car payments and also auto insurance and fuel.

6. **Support Team Fee**. You will pay to Bridge Service Solutions, LLC the greater of $125 per week or $35 per Client per week for the support provided by your assigned support team. Bridge Service Solutions, LLC reserves the right to increase this fee by up to five percent (5%) each year during the term of the Franchise Agreement. This estimate is for three (3) months of payments of the Support Team Fee.

7. **Insurance**. You must carry insurance for the types of coverages and in the amounts that we specify in the Franchise Agreement and the Manuals. The amount listed above represents our best estimate of the premiums required for certain types of insurance including commercial general liability and worker's compensation insurance during the first three (3) months of operation of a Franchised Business. Insurance costs vary in different locations. If you have employees, you will incur expenses for workers' compensation insurance. You are responsible for determining if your state requires a higher level of coverage than the level that we recommend. You are solely responsible to carry insurance that satisfies the higher requirement of either our recommendation or your state's requirement.

8. **Initial Launch Advertising**. Within thirty (30) days of the opening of the Franchised Business, you are required to spend a minimum of $3,000 on initial launch marketing and promotions ("Initial Launch Advertising") in your Territory. At our option, the amount required to be spent may be as high as $6,000 per month. The Initial Launch Advertising will include events and social media announcements that will help the Franchised Business to gain initial exposure. We reserve the right to collect either all or some portion the Initial Launch Advertising amount from you and implementing the Initial Launch Advertising amount on your behalf.

9. **Additional Funds**. This item estimates your initial start-up expenses (other than the items identified separately in the table) for your first three (3) months of operation. These expenses include general operating expenses, such as inventory, payroll (but not a draw or salary for you), payroll expenses, security, repairs and maintenance and complimentary sales and other costs, and any unforeseen incidental expenses. These figures are estimates, and we cannot guarantee that you will not have additional expenses starting the business. Your costs will depend on factors such as your management skill, experience, and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition; and the sales level reached during the initial period.

10. **Total**. As noted above in note 1, the amounts listed above represent an estimate of your operating expenses for the initial three (3) months of business. These estimates are based on the experience of our affiliate and the advice of our business consultants. Inflation may impact various costs. You

should review the amounts listed above carefully with a business advisor before making any decision to purchase the franchise. We do not offer any financing directly or indirectly for any part of the initial investment. Whether any third party will refund any costs or expenses will depend on the third party.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

General

To ensure that the highest degree of quality and service is maintained, you must operate the Franchised Business in compliance with your Franchise Agreement and in conformity with the methods, standards, and specifications as we may periodically prescribe in the Manuals or otherwise in writing. You must not deviate from our standards and specifications, unless you have received our prior written consent.

Operations

You must establish and operate your Franchised Business in compliance with your Franchise Agreement and the Manuals we loan to you, which we may modify occasionally, in our discretion. You must enter into a license agreement with our affiliate to use our propriety software program, CareForce Software, in connection with the Referral Services provided by the Franchised Business. Our form of software license agreement is attached to the Franchise Agreement as Exhibit G.

You must enter into a services and support agreement with our affiliate, Bridge Service Solution, pursuant to which the affiliate will provide the Operational Support Services to you and your Franchised Business. Our form of services and support agreement is attached to the Franchise Agreement as Exhibit F.

Much of the Franchised Businesses operations will be conducted over the telephone and by visiting office locations of lead generation sources, attending professional meetings and participating in trade shows. You must obtain a vehicle to use in connection with the Franchised Business, but you are prohibited from driving any clients or caregivers in such vehicle. Such vehicle must present a professional appearance and must be licensed and insured.

Products and Services

At all times during the term of the Franchise Agreement, you must:

1. maintain in sufficient supply, and use and/or sell at all times only the products, materials, supplies, and services we have approved, and that have been supplied to you by vendors approved by us, as set forth in the Manuals or otherwise in writing;

2. offer for sale only those services and products for which we have given our written approval;

3. sell or offer for sale all of the services and products that we require; and

4. stop selling and offering for sale any services or products that we have later disapproved.

You must purchase the services and products we designate only from approved suppliers, which include us or our affiliates. We will provide you with a list of approved suppliers, which we may update from time to time. If you want to buy any unapproved services or products, or purchase approved services or products from an unapproved supplier, you first must submit to us a written request for our approval. You may not purchase unapproved services or products or purchase from an unapproved supplier until we have given our approval in writing. We expect to provide you with approval or disapproval within 30 days after our receipt of your request and all requested samples and information. We also may require that the proposed new service, product or supplier comply with certain other requirements that we may deem appropriate, including, for example, payment of reasonable continuing inspection fees and administrative costs or reimbursement of our actual costs associated with the investigation of the service(s), product(s), or suppliers(s). Currently, we do not charge you any fees in connection with securing supplier approval, but we may charge you or the supplier our reasonable cost of inspection and testing. We may approve or disapprove of the suppliers who may be permitted to sell products to you at our option and we may modify our list of approved services and products and suppliers. Except for confidential and proprietary specifications, our criteria for supplier approval are available to our franchisees.

Currently, other than the CareForce Software, the Operational Support Services and a designated, third-party cloud-based communication and collaboration products and services software, you are not required to purchase or lease from us or our affiliates, or any vendors that we designate, any goods, services, supplies, equipment, inventory, or real estate for the establishment or operation of the Franchised Business, but we may require you to do so.

Although we do not currently do so, we may, at our option, negotiate certain purchase and pricing arrangements with suppliers for the benefit of the 1 + 1 Cares system, including us, our affiliates, and/or our Franchisees. We do not provide any special benefits to Franchisees based upon their use of these suppliers.

We and our affiliates may earn revenue or rebates from your purchase of required services or products.

In the year ending December 31, 2024, we received $0 in revenue from required purchases by Franchisees, which was 0% of our total revenue.

Computer System, Software and Other Technology

You must purchase or lease a Computer System that meets our specifications, which are further detailed in Item 11, including any required software indicated below in this Item 8. We may require that you purchase additional hardware and software meeting our minimum specifications, including any proprietary or customized software that we may develop or have developed on our behalf.

Advertising and Marketing

All advertising, marketing and promotion of your Franchised Business must conform to our standards and specifications. You must submit to us samples of all advertising and promotional materials that have not been prepared or previously approved by us. See Item 11. Your Franchised Business must participate in promotions and public relations campaigns that we institute from time to time. We may require that you purchase advertising through the media buyers or advertising companies that we designate from time to time in an amount not to exceed the Local Marketing requirement.

Internal Website and Communications

We will establish an internal website or portal and make it available to Franchisees. The website may offer a variety of functionalities. For instance, the internal website may allow you and other franchisees to access training courses and materials, post and respond to questions, view other responses in question-and-answer forums, view and print news items, download files and software updates, update and order business forms, and order products you will use in the operation of your business.

We will provide you with a specific 1 + 1 Cares e-mail address that you must use in connection with the operation of your Franchised Business. We will establish a separate website location page on 1plus1cares.com specifically for you to use in connection with your Franchised Business. The location page includes contact information that may include: business and biographical information; franchise location and territory specifics; your business phone number, email address, social media page(s); and service request form(s) that route potential customer requests directly to your email. The costs associated with your email accounts and the maintaining, augmenting, and supporting your franchise location page on 1plus1cares.com is included in your Technology Fee. The current Technology Fee is $125 per week. We may make changes to the types, nature, and ultimate vendor of technology systems, services, platforms, and software we require you to obtain or access through us. Your precise monthly Technology Fee may change if there are changes in any cost or aspect of the technology systems, services, platforms, and software we require you to obtain or access through us, or in our costs regarding such technology systems, services, platforms, and software.

Insurance

You must obtain and maintain the insurance coverages and policies that we prescribe in the Franchise Agreement and/or our Manuals. Each insurance policy must be issued by an issuer we approve, who must have an A.M. Best Rating of not less than A-VII. We require that these policies name us as an additional insured and contain a waiver of subrogation in our favor, subject to applicable law. The policies must provide us with written statutory cancellation notice and non-renewal. We may periodically increase required coverage limits or require additional or different coverage to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances. You must deliver to us (and in the future maintain on file with us) valid and current certificates of insurance showing that all required insurance is in full force and effect, or any other evidence of coverage that we may require from time to time. You are responsible for determining if your state requires a higher level of coverage than the one we require. You are solely responsible for carrying insurance that satisfies the higher requirement of either our requirement or your state and/or local requirement.

We currently require that you obtain and maintain, at a minimum, the following types and amounts of insurance:

1. Liability. A comprehensive general liability policy in the amount of not less than $5,000,000 bodily injury aggregate and $1,000,000 per occurrence, including operations, products and completed operations, broad form contractual liability, personal injury, and advertising liability. This coverage part will also include sexual misconduct liability coverage for not less than $100,000 per occurrence and $300,000 aggregate sublimit.

2. Business Income and Extra Expense. Business income and extra expense insurance in an amount not less than adequate to pay for continuing expenses at a limit of 50% of annual sales or 12 months actual loss sustained basis.

3. Statutory Workers' Compensation Insurance. Statutory workers' compensation insurance and employer's liability insurance for a minimum limit of at least $1,000,000, as well as such other disability benefits type insurance as may be required by statute or rule of the state in which the Franchised Business is located. You must have and maintain this insurance for all of your employees prior to any employee commencing any training with us.

4. Commercial Umbrella Liability Insurance. Commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages to not less than $2,000,000 total limit of liability, in excess of commercial general liability, auto liability and, employer's liability coverage.

5. Cyber Liability Insurance. Cyber liability insurance in an amount that we prescribe.

6. <u>Automobile Insurance</u>. Automobile liability insurance for all owned, non-owned and hired automobiles with a single limit coverage of not less $1,000,000.

7. <u>Other Insurance</u>. Any other insurance coverage that is required by federal, state, or municipal law.

* * *

Except as described in this Item 8, you are not obligated to purchase or lease any other goods, services, products, or materials in accordance with specifications from us or from designated sources. We do not provide any material benefits to you (such as preferential renewal rights or granting additional franchises) based on your use of designated or approved suppliers except as stated in this Disclosure Document.

There are currently no purchasing or distribution cooperatives in the System.

We estimate that the costs of your purchases from designated or approved sources, or according to our standards and specifications, will range from 60% to 65% of the total cost of establishing your Franchised Business and approximately 75% to 80% of the total cost of operating your Franchised Business after that time.

Except for our President's ownership in CareForce Software, LLC and our affiliate providing the Operational Support Services, none of our officers own any interest in an approved or designated supplier at this time.

ITEM 9
FRANCHISEE'S OBLIGATIONS

The following table lists your principal obligations under the Franchise Agreement. It will help you find more detailed information about your obligations in those agreements and in other items of this Disclosure Document.

Obligation	Section(s) in Franchise Agreement	Item(s) in Disclosure Document
a. Location selection and acquisition/lease	1.1 and 1.2	7 and 11
b. Pre-opening purchases/leases	5.2, 5.6, 5.8, 5.9 and 6.8	7, 8 and 11
c. Location development and other pre-opening requirements	5.1, 5.2, 5.3, 5.7, 5.8, 5.9, and 6.8	5, 6, 7, 8 and 11
d. Initial and ongoing training	5.3	7 and 11
e. Opening	5.1 and 5.2	7 and 11
f. Fees	3	5, 6 and 7
g. Compliance with standards, policies and manuals	5	8 and 11
h. Trademarks and proprietary information	8, 9 and 10	13 and 14
i. Restrictions on products and services offered	5.7 and 5.8	16
j. Warranty and customer service requirements	5.1 and 5.5	8
k. Territorial development and sales quotas	1.2, 1.3, and 1.5	12
l. Ongoing product and service purchases	5.6, 5.7, 5.8, 5.9 and 5.19	8

Obligation	Section(s) in Franchise Agreement	Item(s) in Disclosure Document
m. Maintenance, appearance and remodeling requirements	5.6, 5.7 and 5.19	11
n. Insurance	11	6, 7 and 8
o. Advertising	6	5, 6, 7 and 11
p. Indemnification	16.1.3	6
q. Owner's participation, management and staffing	5.5 and 5.17	11 and 15
r. Records and reports	7	Not Applicable
s. Inspections and audits	5.8 and 7.4	6
t. Transfers	12	6 and 17
u. Renewal	2.2	6, 11 and 17
v. Post-termination obligations	14	17
w. Non-competition covenants	10	17
x. Dispute resolution	17	17
y. Other: Guaranty	5.18 and 10.5, Ex. D	1, 15

ITEM 10
FINANCING

Neither we nor any of our affiliates offer, directly or indirectly, any financing arrangements to our Franchisees. We do not guarantee your notes, leases or other obligations.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

Except as listed below, we need not provide any assistance to you.

Pre-opening Obligations

Before you open your business, we or our designee will provide the following assistance:

1. Prior to the Initial Training Program, we will provide you with remote technology setup, including the setup of software applications and tools, domain email addresses and our affiliate will provide access to the CareForce Software. (Franchise Agreement, Sections 4.1 and 5.3).

2. Prior to the Initial Training Program, we will provide you with a remote study and interactive training program consisting of pre-training materials either online or in a physical format, which takes about 40 hours, covers the fundamentals of 1 + 1 Cares, including its culture, business concept, and basic expectations. (Franchise Agreement, Section 5.3).

3. We will provide our Initial Training Program, including standards, methods, procedures and techniques, at the times and places we designate for our training programs, together with any additional training and assistance we determine necessary in connection with the opening of your Franchised Business, including assistance by our personnel. (Franchise Agreement, Section 4.1 and 5.3). A description of that training appears later in this Item 11.

4. We will provide you pre-opening assistance in the manner we determine, including, providing you with a Support Team of three (3) individuals that will provide support remotely as described in more detail below. (Franchise Agreement, Section 4.2).

5. We will loan to you or otherwise provide you access to our Manuals, which we may revise from time to time. (Franchise Agreement, Section 4.3).

6. We will provide you with advertising assistance, sales advice, or related materials as we deem advisable and as we may develop from time to time. (Franchise Agreement, Section 4.4).

7. We will provide you with periodic individual or group advice, consultation and assistance, by personal visit, telephone, video conference, mail or e-mail as we may deem advisable. (Franchise Agreement, Section 4.5).

8. We will provide you with bulletins, brochures and reports that we may publish from time to time. (Franchise Agreement, Section 4.6).

9. We will inspect the Computer System and records and reports of the Franchised Business prior to opening. (Franchise Agreement, Section 4.8).

Post-opening Obligations

During the operation of the Franchised Business, we will provide the following assistance:

1. Monitor the level of training and assist you in training. We will make training available to all of your future management employees during the term of the Franchise Agreement. (Franchise Agreement, Section 4.2)

2. Provide advertising, sales and other advice we periodically develop. (Franchise Agreement, Section 4.4). An explanation of the advertising program appears in more detail later in this item.

3. Provide periodic individual or group advice, consultation and assistance, rendered by personal visit, telephone, video conference, or bulletins made available, as we deem necessary. (Franchise Agreement, Section 4.5)

4. Provide bulletins, brochures and reports we periodically publish regarding our plans, policies, research, developments, and activities. (Franchise Agreement, Section 4.6)

5. Provide other resources and assistance we may develop in the future. (Franchise Agreement, Section 4)

In addition to the above, our affiliate, Bridge Service Solutions, LLC, will provide the Operational Support Services throughout the Term and our affiliate, Careforce Software LLC, will provide the CareForce Software. (Franchise Agreement, Section 4.11 and Exhibit F).

<u>Location Selection and Opening</u>

We designate a specific Territory for each Franchised Business. The factors that we consider in designating the Territory include the general characteristics and population density of the geographic area, demographic characteristics, availability of caregivers, wealth of households, and the estimated number of senior citizens. (Franchise Agreement, Section 1.2).

We expect that you will operate the Franchised Business as a home-based business. You do not have to obtain our approval for the proposed site of your office provided that it is located within the Territory and provided that you notify us of its location prior to operating. You may operate the Franchised Business only at and from your office, except that we anticipate that you will not meet with Clients and prospective Clients in your home-based or other office and that you will meet with them at their homes, the care facilities, other locations, or via video conference.

The typical length of time from the signing of a Franchise Agreement to the commencement of operations by a franchisee is expected to be 75 days. Factors affecting the length of time before opening usually include completing training, acquiring insurance and providing documentation, and preparing to open. The Franchise Agreement requires that you open the Franchised Business within 45 days after the date you complete the Initial Training Program. The date you "open" is the date that you first begin to offer the Approved Services and Products to prospective customers. Your failure to open will constitute an event of default under the Franchise Agreement, for which we may terminate your franchise.

Advertising and Promotion

Brand Development Fund

We have established a Brand Development Fund (Franchise Agreement, Section 6.2) to be maintained and administered by us or by our designee as follows:

1. We or a designee will have the right to direct all advertising programs, as well as all aspects of the advertising program, including the concept, materials, and media used in the programs and the placement and allocation of the programs. The Brand Development Fund is intended to maximize general public recognition, acceptance, and use of the System; and we and our designee are not obligated, in administering the Brand Development Fund, to make expenditures for you which are equivalent or proportionate to your contribution, to ensure that any particular Franchisee benefits directly or pro rata from expenditures by the Brand Development Fund, or to expend any particular amount of money in any Franchisee's Territory.

2. The Brand Development Fund, and all contributions to and earnings from the Brand Development Fund will be used only (except as otherwise provided below) to meet any and all costs of maintaining, administering, directing, conducting, creating, and/or otherwise preparing advertising, marketing, public relations and promotional programs and materials, and any other activities that we believe will enhance the image of the System. This includes, among other things, the costs of preparing and/or conducting media advertising campaigns, social media campaigns, direct mail advertising, marketing surveys and other public relations activities; product development and market testing; brand research and development; developing and hosting marketing, brand enhancement, and customer engagement seminars for Franchisees; employing advertising and/or public relations agencies; developing new or modified trade dress and marks; design and photographs; conducting and administering visual merchandising, and other merchandising programs; purchasing media space or time (including all associated fees and expenses); administering regional and multi-regional marketing and advertising programs; market research and customer satisfaction surveys; developing and implementing customer retention programs; the creative development of, and actual production associated with, public relation events, and charitable or non-profit events; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing software or hardware or websites for the benefit of the System, the Marks and/or the 1 + 1 Cares brand; providing promotional and other marketing materials and services to the 1 + 1 Cares Businesses operated under the System; and the salaries of our employees to the extent such employees provide services in conjunction with System marketing activities. The Brand Development Fund may also be used to provide rebates or reimbursements to Franchisees for local expenditures on products, services, or improvements, approved in advance by us, which products, services, or improvements we will have the right to determine, that we believe will promote general public awareness and favorable support for the System.

3. For the Brand Development Fund, you will pay to us or to our designee a Brand Development Fund Fee in an amount determined from time to time by Franchisor, but not more than 3% of your Franchised Business' Client Billings per year, which Franchisor will deduct from your weekly

Commissions. For all 1 + 1 Cares Businesses owned by us, we will contribute to the Brand Development Fund and/or Regional Cooperative (as described below) on the same basis as franchisees. You must contribute to the Brand Development Fund in the manner we specify, which will typically be by EFT, by the Tuesday of each week. All sums you pay to the Brand Development Fund will be maintained in an account separate from our other monies.

4. We will have the right to charge the Brand Development Fund for the reasonable administrative costs and overhead that we incur in activities reasonably related to the direction and implementation of the Brand Development Fund and marketing programs for Franchisees and the System (for example, costs of personnel for creating and implementing, associated overhead, advertising, merchandising, promotional and marketing programs, and accounting services reasonably related to the operation and functions of the Brand Development Fund). The Brand Development Fund and its earnings will not otherwise inure to our benefit. We or our designee will maintain separate bookkeeping accounts for the Brand Development Fund.

5. The Brand Development Fund will not be used for our ordinary operating expenses, and it is not a trust. We do not assume any fiduciary obligation to you or any other Franchisee for maintaining, directing, or administering the Brand Development Fund or for any other reason. A statement of the operations of the Brand Development Fund will be prepared annually. We will provide a copy of the statements of the Brand Development Fund to you upon written request. The Brand Development Fund may be audited by us at our option, but we have no obligation to conduct an audit.

6. Although the Brand Development Fund is intended to be of perpetual duration, we maintain the right to terminate the Brand Development Fund. The Brand Development Fund will not be terminated, however, until all monies in the Brand Development Fund have been spent for advertising and/ or promotional activities or returned to Brand Development Fund contributions.

We do not expect that any portion of the Brand Development Fund will be used for marketing that is principally a solicitation for the sale of franchises.

Initial Launch Advertising

Within thirty (30) days of the opening of the Franchised Business, you are required to spend a minimum of $3,000 on Initial Launch Advertising in your Territory. At our option, the amount required to be spent may be as high as $6,000 per month. The Initial Launch Advertising will include events and social media announcements that will help the Franchised Business to gain initial exposure. We reserve the right to collect either all or some portion the Initial Launch Advertising amount from you and implementing the Initial Launch Advertising amount on your behalf. (Franchise Agreement, Section 6.8).

Regional Cooperative

We have the right to designate any geographical area for the purpose of establishing a market brand development and promotional cooperative fund ("**Regional Cooperative**"). We also have the right to change, dissolve, or merge any Regional Cooperative. The purpose of the Regional Cooperative is to conduct marketing campaigns for the 1 + 1 Cares Businesses located in that geographic area. (Franchise Agreement, Section 6.3).

If a Regional Cooperative for your area is established before you begin to operate the Franchised Business, then when you open the Franchised Business, you must immediately join that Regional Cooperative. If a Regional Cooperative for your area is established after you begin to operate the Franchised Business, then you must join the new Regional Cooperative within 30 days after the Regional Cooperative commences operations. You will not be required to be a member of more than one Regional Cooperative for the

Franchised Business. The following provisions will apply to each Regional Cooperative (if and when organized):

1. You will contribute to the Regional Cooperative of which you are a member an amount each calendar month during the term of this Agreement as determined by us, which will not be more than 50% of the then-current Local Marketing Requirement (the "**Regional Cooperative Fee**"), unless a majority of the Regional Cooperative votes to increase this threshold. Any amount paid by you toward the Regional Cooperative Fee will offset your obligation to pay the Brand Development Fund Fee or expend the Local Marketing Requirement.

2. Regional Cooperatives will be organized and governed in the form and manner that we approve in advance. Unless we specify otherwise, the activities carried on by each Regional Cooperative will be decided by a majority vote of its members. Any 1 + 1 Cares Businesses that we operate in the region will have the same voting rights as those owned by Franchisees. Each individual 1 + 1 Cares Business will be entitled to cast one vote. Any disputes arising among or between you, other members of the Regional Cooperative, and/or the Regional Cooperative, will be resolved according to the rules and procedures set forth in the Regional Cooperative's governing documents.

3. Regional Cooperatives will be organized for the exclusive purpose of administering regional marketing programs and developing (subject to our approval) standardized promotional materials for use by the members in local marketing.

4. Regional Cooperatives may not use advertising or promotional plans or materials without our prior written approval, as described below.

5. You must submit your required contribution to the Regional Cooperative at the same time as payments are required for royalties and the Brand Development Fund Fee, together with the statements and reports that may be required by us or by the Regional Cooperative, with our written approval. If we request in writing, you must submit your payments and reports for the Regional Cooperative directly to us and we will distribute the money and reports to the Regional Cooperative.

6. A Regional Cooperative may be managed or administered by us or another designee.

7. Although, if established, a Regional Cooperative is intended to be of perpetual duration, we maintain the right to terminate any Regional Cooperative. A Regional Cooperative will not be terminated, however, until all monies in that Regional Cooperative have been expended for marketing or promotional purposes.

Currently, we have not formed any Regional Cooperatives. If a Regional Cooperative is established, 1 + 1 Cares Businesses owned by us or our affiliates will contribute to the Regional Cooperative at the same rate as Franchisees.

Brand Development Council

We do not have a brand development council for Franchisees, however we reserve the right to establish one.

Local Marketing Requirement

You must spend at least $1,000 per month on Local Marketing (defined below) within the Territory. All of your local marketing and promotion, including the digital marketing described below must be conducted in the media, type, and format that we have approved, must be conducted in a dignified manner, and must conform to our standards and requirements, including our standards and requirements for marketing and promotion using websites, social media, networking sites and other platforms. We have the right to control all use of any platforms by you that uses the Marks. You must comply with all of our written instructions, policies, procedures, and restrictions regarding advertising and marketing within the Territory, outside of the Territory, and in areas that may be territories assigned to other Franchisees. You may not use any marketing or promotional plans that we have not approved in writing. You must submit to us samples of all proposed plans and materials before you use the materials. If we have not approved the materials within 15 days of our receipt, then the marketing and promotional materials will be deemed disapproved. All advertising and promotional materials developed by or on your behalf, and any copyrights thereto, will be our sole property, and you must execute such documents (and, if necessary, require your independent contractors to execute such documents) as we may deem reasonably necessary memorialize our ownership of these materials. (Franchise Agreement, Section 6.4).

As used in the Franchise Agreement, the term "**Local Marketing**" refers to only the direct costs of purchasing and producing marketing materials (such as camera-ready advertising and accounting materials), media (space or time), and your direct out-of-pocket expenses related to costs of advertising and sales promotion in your Territory. Local Marketing also includes postage, shipping, telephone, and photocopying costs. Local Marketing does not, however, include any of the following:

(a) salaries, incentives or discounts offered to your employees, and your employees expenses, including salaries or expenses for attendance at advertising meetings or activities, or incentives provided or offered to your employees;

(b) charitable, political, or other contributions or donations, whether in cash or services; and

(c) the value of discounts given to consumers.

We have no obligation to spend any amount on advertising in your area or territory.

Digital Marketing

We will assume direct management and implementation of all digital media and social media posts and content for the System. Franchisees are required to provide us with local content for publication in digital media and on social media. Franchisees may have personal social media accounts, but such accounts need to be clearly identified as personal accounts. Franchisees are not permitted to have any online presence, including on social media, in connection with the Franchised Business or the 1 + 1 Cares System. (Franchise Agreement, Section 6).

Any additional digital marketing or advertising you wish to pursue on your own must be approved by us prior to implementation.

Computer System

We have the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, computer software, and hardware used by, between, or among Franchised Businesses and us including: (a) computer hardware; (b) computer software; (c) printers and other peripheral devices; (d) archival back-up systems; (e) e-mail systems; and (f) Internet access mode and speed (collectively, the "**Computer System**"). You agree to record all sales on computer-based accounting programs or similar client management systems that we have the right to designate or approve. You may use the Computer System only for the Franchised Business. (Franchise Agreement, Section 4.7).

Our affiliate, Careforce Software, LLC, will provide its proprietary software, CareForce Software, to you, which you are required to use to operate the Franchised Business. You are also required to enter into the software license agreement attached as Exhibit G to the Franchise Agreement with Careforce Software. (Franchise Agreement, Section 4.7).

Currently, the Computer System includes a dual touch-screen laptop, a mobile phone (with a phone number dedicated to the Franchised Business), a printer, a scanner and high-speed business class Internet service. You must use a computer with adequate memory, speed and storage to run the proprietary software we may develop from time to time, including the CareForce Software. We estimate this will cost between $1,800 and $5,000. We will provide you with our other specifications for computer hardware and operating systems in our Manuals. You may acquire your computer hardware from any source.

The phone you use must be Internet capable and able to install and run the applications used in connection with your Franchised Business, including the CareForce Software, Ring Central, Constant Contact, Google Docs and similar applications). The cost of the mobile phone service is not included in the Computer System estimate and we estimate it to be between $650 and $900.

You must pay for all maintenance of your Computer System at your own expense. We do not guarantee, warrant, maintain or support any of your computer hardware in any manner. You should determine for yourself whether or not any third-party supplier from whom you purchase any component of your Computer System is obligated to provide ongoing maintenance, repairs, upgrades or updates to any component of your Computer System, and determine the additional cost for the services. Our computer hardware and software requirements may periodically change and you will be required to update your computer hardware and software periodically. We will advise you in writing of any required upgrades.

You must pay us a monthly Technology Fee for access to certain technology systems, services, platforms, and software we require you to obtain or access through us, including the CareForce Software and the other software listed above, various digital marketing platforms, email, and communications tools, as well as website development, social media, and hosting and maintenance of your location page on the 1plus1cares.com website. The current Technology Fee is $125 per week. We may make changes to the types, nature, and ultimate vendor of technology systems, services, platforms, and software we require you to obtain or access through us. Your precise monthly Technology Fee may change if there are changes in any cost or aspect of the technology systems, services, platforms, and software we require you to obtain or access through us, or in our costs regarding such technology systems, services, platforms, and software. (Franchise Agreement, Section 3.5).

We (or our designee) have the right to independently access the electronic information and data relating to your Franchised Business and to collect and use your electronic information and data in any manner, including to promote the System and the sale of Franchised Businesses. This may include posting financial information of each Franchisee on an intranet website. There is no contractual limitation on our right to receive or use information through the Computer System. We may access the electronic information and data from your Computer System remotely, in your franchisee office, or from other locations. (Franchise Agreement, Section 5.9.6).

The contractual limits on required upgrades are described below.

Equipment Upgrades

In addition to your obligation to maintain the Franchised Business, you must also undertake all periodic and ongoing upgrading as we require in the Manuals or otherwise in writing. For example, you must make, from time to time, the upgrades and other changes to the Computer System and related equipment as we may request in writing (collectively, "**Equipment Upgrades**"). We have the right to require any Equipment Upgrades we deem necessary for your Franchised Business. Other than as stated in this paragraph, there are no other limitations on our ability to require you to make Equipment Upgrades. (Franchise Agreement, Section 5.6).

Brand Standards and Best Practices Manuals

On request, we will permit you to view our Manuals and other manuals at our headquarters or elsewhere as mutually arranged before you sign a Franchise Agreement. (Franchise Agreement, Section 9). The table of contents for our Manuals are attached to this Disclosure Document as Exhibit G and currently contains 164 pages.

Initial Training Program

Remote Study/Interactive Training

Prior to attending the Initial Training Program (discussed below), we will provide, and you and your Operating Principal (if you are a business entity) must complete to our satisfaction, a remote study and interactive training program consisting of pre-training materials either online or in a physical format, which takes about 40 hours, covers the fundamentals of 1 + 1 Cares, including its culture, business concept, and basic expectations ("**Remote Study/Interactive Training**"). An "**Operating Principal**" is an individual who owns at least 51% of the equity interest in you and who we have approved to supervise the day-to-day operations of the Franchised Business. (Franchise Agreement, Section 5.3).

Initial Training Program

After completing the Remote Study/Interactive Training, you or your Operating Principal (if you are a business entity) must complete our initial training program to our satisfaction within forty-five (45) days of the effective date of the Franchise Agreement. Our Initial Training Program will be provided in your Territory or at another location that we designate. We provide the Initial Training Program at no cost to you for up to two (2) individuals to attend our initial training program concurrently. If a second owner or employee requires training sessions to be conducted at separate times (requiring additional hours from our executive team and staff), we will charge additional fees at our then-current hourly rate. In addition, we may permit additional individuals to attend initial training, at our option, but may charge a fee for those additional attendees to attend initial training. The Initial Training Program consists of approximately five (5) days of training and will consist of subjects including setting up the 1 + 1 Cares operation, sales, marketing, technology, identifying and contacting lead-sources, and developing and maintaining relationships with target clients, as specified in more detail in the Manuals. (Franchise Agreement, Section 5.3).

The charts below generally summarizes the subjects we typically cover in the Initial Training Program and the approximate hours of instruction.

TRAINING PROGRAM

Subject	Hours: Classroom Training	Hours: On The Job Training	Location
1 + 1 Cares History, Vision, Core Values	1	0	The location of your Franchised Business or at a location that we designate
Overview of the Relationship with the Franchisor	1	0	The location of your Franchised Business or at a location that we designate
Overview of the Pre-Opening Process	1	0	The location of your Franchised Business or at a location that we designate

Subject	Hours: Classroom Training	Hours: On The Job Training	Location
Understanding our Scope of Services and Levels of Service	2	0	The location of your Franchised Business or at a location that we designate
Pricing Services	2	0	The location of your Franchised Business or at a location that we designate
Role of Community Relations Director and Responsibilities	2	0	The location of your Franchised Business or at a location that we designate
Role of Care Advisor and Responsibilities	2	0	The location of your Franchised Business or at a location that we designate
Lead Generation Strategies	2	2	The location of your Franchised Business or at a location that we designate
Overview of the Onboarding Process for a New Client	2	2	The location of your Franchised Business or at a location that we designate
Intake	1	0	The location of your Franchised Business or at a location that we designate
Client Interview	2	2	The location of your Franchised Business or at a location that we designate
Client Agreement	1	0	The location of your Franchised Business or at a location that we designate
Payments and Deposits	1	1	The location of your Franchised Business or at a location that we designate
Handoff Process	1	1	The location of your Franchised Business or at a location that we designate
Buy Outs and Referral Placements	1	0	The location of your Franchised Business or at a location that we designate
Use of Software	2	2	The location of your Franchised Business or at a location that we designate
Required Franchise and Financial Reporting	1	0	The location of your Franchised Business or at a location that we designate
Marketing and Advertising, including Initial Launch	2	2	The location of your Franchised Business or at a location that we designate
TOTALS	**28**	**12**	**40 Hours**

Our Vice President of Business Development, Kanchana Vaplon oversees our training programs and she has five years of experience with us or our affiliates and 19 years of experience in the subjects that she will teach. We may use additional or substitute instructors as needed, at our option. The training materials include our Manuals and other written materials that will be provided. Details of instruction and times for particular sessions may vary according to availability of staff, areas of concentration needed by trainees and other factors.

Additional Training

We will provide such periodic individual or group advice, consultation and assistance, rendered by personal visit, telephone, video conferencing, mail or e-mail and made available from time to time as we deem advisable at the time(s) and in the manner determined by us. For additional scheduled training that will be provided by us either face-to-face or by video conferencing, you may be required to pay our then-current additional training fee, plus travel, food, lodging and related expenses, if any ("**Ongoing Training Fee**"). The current Ongoing Training Fee is Three Hundred Dollars ($300.00) per day, all out-of-pocket expenses (if any) for you and your employees to participate in all travel, meal, lodging, and payroll expenses associated with sending attendees to our training programs. We reserve the right to increase this fee upon notice to you. (Franchise Agreement, Section 4.5).

If you request additional training in addition to our standard offerings or if we require you to attend additional training if the Franchise Business is, in our sole discretion, operating below the required standards, or if you are in default of the Franchise Agreement, then we may require you to attend additional training and pay our then-current fee ("**Additional Training Assistance Fee**"). The current Additional Training Assistance Fee is Five Hundred Dollars ($500.00) per day, plus all out-of-pocket expenses (if any) for you and your employees to participate in all travel, meal, lodging, and payroll expenses associated with sending attendees to our training programs. We reserve the right to increase this fee upon notice to you. (Franchise Agreement, Section 4.5).

Support Team

In addition to the Initial Training Program and Remote Study/Interactive Training, Bridge Service Solutions, LLC will provide you with a Support Team of three (3) individuals that will assist you and the Franchised Business remotely. In exchange for the Support Team Fee, Bridge Service Solutions, LLC will provide assistance, including, but not limited to, the following:

- Registering and vetting Caregivers for the Territory through the CareForce Software.
- On-boarding Clients, scheduling and providing overall customer support.
- Identifying the right Caregiver matches for each Client.
- A dedicated (but non-exclusive) supervisor to oversee the schedulers and to respond to you, resolve any issues and to direct them to 1 + 1 Cares support resources.

As the Franchised Business grows in terms of number of Clients, the Support Team will also grow, as we determine in our sole discretion. (Franchise Agreement, Sections 3.6 and 4.2).

Operational Support Services

Our affiliate, Bridge Service Solution, LLC, offers certain operational assistance to Clients and Caregivers, including, but not limited to customer support services, registration operations, certain referral operations, billing operations, and settlement services through CareForce Software (previously defined as, the "**Operational Support Services**"). (Franchise Agreement, Section 4.11 and Exhibit F).

Convention/Conference

You and other individuals we designate must attend a periodic convention or conference if we choose to host one. We may require you and any additional attendees we approve to pay a registration fee to attend the convention. We expect that the registration fee to attend the convention will not exceed $1,000 per person. You will also be responsible for you and your additional attendees' costs and expenses to attend the convention, including transportation, meals and lodging. The convention will be hosted at a location we designate, which typically will be in the United States. For conventions, meetings, or conferences for which attendance is mandatory, you must the entire registration fee if you do not attend. (Franchise Agreement, Section 5.3.3).

Pricing

We have no obligation to assist you with establishing prices for your services and products, but we reserve the right to recommend, establish, advertise, and promote minimum and/or maximum prices on services and products, subject to applicable law. You must comply with any minimum or maximum prices we establish, subject to applicable law. Generally, Clients and Caregivers set the prices for the Caregiver Services. Otherwise, you have sole discretion as to the prices you charge for authorized services and products. (Franchise Agreement, Section 5.16).

ITEM 12
TERRITORY

Except as described below, you must provide the Referral Services only for individuals that will receive Caregiver Services located within the Territory. For any leads received through the Franchisor's website, we will forward all leads for all Clients located within your Territory through the chat or call function of the CareForce Software. In addition to the Franchisor's website, Franchisees will receive leads from phone calls, text messages, and via email. We will also institute a cross-Territory lead referral program ("**Cross-Territory Lead Referral Program**"), where Franchisees will be required to refer Client leads for Caregiver Services to be provided outside their Territory to the appropriate Franchisee. If such lead referral results in a Franchisee providing Referral Services to such Client, then the weekly Commissions payable to this Franchisee will be shared with the Franchisee that provided the lead referral for a period of up to twelve (12) weeks (provided that the Client remains a Client). After twelve (12) weeks, the Commissions will no longer be shared and the Franchisee that provided the Referral Services will retain the entire Commission. The specifics of the Cross-Territory Lead Referral Program will be detailed in the Operations Manual.

We designate a specific Territory for each Franchised Business. The factors that we consider in designating the Territory include the general characteristics and population density of the geographic area, demographic characteristics, availability of caregivers, wealth of households, and the estimated number of senior citizens. The Territory will generally consist of a population of not less than 15,000 people aged 65 years and older according to the most recent census data. We may identify the Territory by zip codes, street boundaries, city boundaries or county boundaries.

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.

You may not advertise or market the Approved Services and Products to Clients and prospective Clients located outside of the Territory.

You do not receive options, rights of first refusal or similar rights to acquire additional Franchised Businesses within the Territory. You are not given a right of first refusal on the sale of existing Franchised Businesses.

As long as you are in compliance with the Franchise Agreement, during the term of your Franchise Agreement, we will not authorize another 1 + 1 Cares Business to offer, sell, or provide Approved Services and Products for Referral Services or Caregiver Services in your Territory, except as provided below. Under the Franchise Agreement, we and our affiliates retain all rights not expressly granted to you, including the following rights, without compensation or other recourse due to you, regardless of location, proximity to, or economic impact upon you or the Franchised Business:

1. To advertise and promote the System and brand within and outside of the Territory;

2. To operate, and license others to operate, Franchised Businesses servicing any Clients outside the Territory, including locations that are adjacent to the Territory and despite the proximity of such locations to the Territory or their actual or threatened impact on sales of the Franchised Business;

3. To offer and sell, or license others to offer and sell, any products or services (including those offered by the Franchised Business), under any marks (including the Marks) outside of the Territory, and through any means (including through a Franchised Business);

4. To establish, operate, and license others to establish and operate any businesses other than Franchised Businesses within and outside of the Territory;

5. To develop or become associated with other concepts (including other franchise systems), whether or not using the System and/or the Marks, and/or offer or sell franchises under such concepts, within and outside of the Territory;

6. To acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) with outlets located anywhere and, even if such businesses are located in the Territory and offer and sell services and products similar or identical to the Approved Services and Products, including the placement of individuals at facilities located within the Territory: (i) convert the other businesses to Franchised Businesses; (ii) permit the other businesses to continue to operate under another name; and/or (iii) permit the other businesses to operate under another name and convert existing Franchised Businesses to such other name;

7. To provide Approved Services and Products to our existing Clients, regardless of whether such Clients are located in the Territory, but not to provide Approved Services and Products to new Clients in the Territory;

8. To engage in any other activity, action or undertaking that we or our affiliates are not expressly prohibited from taking under the Franchise Agreement.

You must meet minimum performance criteria under the Franchise Agreement (the "**Minimum Performance Standards**"). Each Franchised Business must demonstrate performance in terms of average numbers of Clients per month as described below:

Month	Minimum Number of New Clients per Month
1 to 3	No minimum
4 to 12	5
13 to 24	20
25 to 36	35
37 to 48	50
49 and thereafter	60

For purposes of this chart, "**Client**" means an individual who, for a reasonably anticipated initial period of at least thirty days, enters into an agreement with a Caregiver to provide Caregiver Services in the Territory.

Month 1 will start on the effective date of the Franchise Agreement and Month 12 will conclude one year after the effective date of the Franchise Agreement. Each successive 12-month period will start on the conclusion of the immediately preceding 12-month period and will conclude one year after. If you fail to meet the Minimum Performance Standards, we may take one or more of the following actions, in addition to any of our additional rights and remedies under the Franchise Agreement:

1. attend additional, mandatory training programs;

2. reduce the size of the Territory, with a corresponding reduction in the Minimum Performance Standard;

3. permit other franchisees, or we or our affiliates, to provide Approved Services and Products for Clients located within the Territory; or

4. terminate the Franchise Agreement.

You may provide Referral Services for Caregiver Services to Clients located outside the Territory provided that (a) those Clients are not in the Territory of another Franchisee, (b) you receive our prior written approval. Any Clients from outside of your Territory will not be credited to your Minimum Performance Standards. If, at a later date, the area where the Client is serviced is granted to a Franchisee as their Territory, then you must stop soliciting Clients from that area (that is now a Territory). And, you must follow the Cross-Territory Lead Referral Program with such Clients in such Territory.

We may offer and sell services and products through other channels of distribution, including the Internet, within the Territory, under the Marks, or under different trademarks without compensation to you. You are not permitted to advertise or market the Approved Services and Products to Clients and prospective Clients located outside the Territory or through other channels of distribution (such as catalog sales, telemarketing, or other direct marketing), except the channels of distribution we have specifically approved as reflected in the Manuals, including those websites that we have approved.

You may not change or relocate your office or your Territory without our prior written consent. We currently do not anticipate any circumstances under which we will approve relocation of a franchisee's Territory once established. We expect that you will operate the Franchised Business as a home-based business, but you may rent your own commercial space from which to operate the Franchised Business provided that it is located within your Territory. We anticipate that you will not meet with Clients and prospective Clients in your home-based or other office and that you will meet with them at their homes, other locations or via video conferencing.

We and our affiliates do not operate, franchise or plan to operate or franchise any business under a different trademark that sells or will sell services or products similar to those offered by the Franchised Business.

ITEM 13
TRADEMARKS

The Franchise Agreement grants you the right to use in the Territory the trade name and service mark "1 + 1 CARES" and those other current or future Marks that we designate for the operation of your Franchised Business.

Our affiliate, Careforce Software, LLC, owns the following Marks on the principal register of the United States Patent and Trademark Office ("**USPTO**"). Our affiliate intends to renew the registrations for the Marks listed below. All required affidavits have been filed.

Mark	Registration Number	Registration Date
1+1 Cares	6038743	April 21, 2020
1 + 1 CARES	6038742	April 21, 2020

There is no presently effective determination of the USPTO, the trademark administrator of any state, or any court, and no pending interference, opposition or cancellation proceeding or any pending material litigation involving the Marks. Except as described below, there are no agreements currently in effect which significantly limit our rights to use or license the use of such trademarks, service marks, trade names, logotypes or other commercial symbols in any manner material to the franchise.

Our affiliate licensed to us the perpetual right to use the Marks and the System, and to sublicense the use of the Marks and the System to operate Franchised Business under a trademark and system license agreement (the "**Trademark License Agreement**") effective as of January 8, 2025. Either party may terminate the Trademark License Agreement by written notice to the other if a material breach of the Trademark License Agreement occurs and is not cured within 30 days after the non-breaching party gives the breaching party notice of the breach. If the Trademark License Agreement is terminated, any then-existing Franchise Agreements will continue for the duration of their terms, provided that the Franchisees comply with all other terms of their Franchise Agreements. The Trademark License Agreement contains no other material limitations.

You cannot use the Marks as part of a corporate, limited liability company, or partnership name or with modifying words, designs or symbols. You may not use the Marks in connection with the sale of any unauthorized products or services or in any manner not authorized by us. You must operate the Franchised Business only as "1 + 1 Cares" and you may not use any other name in connection with the operation of the Franchised Business.

For all proposed advertising, marketing, and promotional plans, you must follow and comply with our policies, procedures, guidelines and standards as set out in the Manuals or otherwise in writing, which may be modified from time to time.

You must promptly notify us of any unauthorized use of the Marks, any challenge to the validity of the Marks, or any challenge to our affiliate's ownership of, right to use and to license others to use, or your right to use, the Marks. As between you and us, we have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement. As between you and us, we also have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

If we undertake the defense or prosecution of any litigation concerning the Marks, you must sign any documents and agree to do the things as may, in our counsel's opinion, be necessary to carry out that defense or prosecution, such as becoming a nominal party to any legal action. Unless the litigation is the result of your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, we will reimburse you for your out of pocket costs in doing these things (although you will still be responsible for the salary costs of your employees) and we will bear the costs of any judgment or settlement. However, if the litigation results from your use of the Marks in a manner inconsistent with the terms of the Franchise Agreement, then you will have to reimburse us for the cost of the litigation, including attorneys' fees, as well as the cost of any judgment or settlement. We do not have to indemnify you against, or reimburse you for, any damages that you suffer in any proceeding arising out of the use of any name or Mark, or for any costs incurred by you in the defense of any of those claims.

We reserve the right to substitute different proprietary marks for use in identifying the System and the businesses operating under it, at our sole discretion. We will have no obligation or liability to you to bear the costs of conforming to our new Marks as a result of this substitution. We also have the right at any time to modify, discontinue, add to, or substitute the Marks that you are licensed to use under the Franchise Agreement.

We may grant other licenses for the Marks, in addition to those granted to you. We can use the Marks to sell products and services. We also can develop and establish other systems using the same or similar

Marks or other marks, and we can grant rights to others to use them without extending them to you for your use.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We hold no patents material to the Franchised Business.

We claim copyright protection in our Manuals and related materials, although we have not registered those copyrights with the United State Copyright Office. We consider the Manuals and related materials confidential, proprietary and our property. You may use them only in the operation of your Franchised Business as provided in the Franchise Agreement. You may not use our and our affiliate's confidential and proprietary information in any unauthorized manner and must take reasonable steps to prevent its disclosure to others. Your right to use those materials continues as long as the Franchise Agreement remains in effect.

Neither the United States Copyright Office nor any court has made any currently effective determinations regarding any of our copyrighted materials. We have no agreements in effect that significantly limit our right to use or license the use of our copyrighted materials. Finally, we know of no infringing uses that could materially affect your use of our copyrighted materials in any state. We have no obligation to protect or defend our copyrights or confidential information, although we intend to do so when in the best interest of our System.

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

Your designated General Manager, or the designated Operating Principal must participate personally in the direct operation of the Franchised Business. You or Your designated Operating Principal must attend and satisfactorily complete the initial training programs conducted by us as described in Item 11. We may require or permit additional individuals (i.e., your designated General Manager) to attend some or all of the initial training programs, at our option and may require you to pay a fee for their attendance. Your designated Operating Principal will oversee the management and supervision of the Franchised Business. Your Operating Principal will control and be solely responsible for the day-to-day operation of the Franchised Business and the terms and conditions and employment of your personnel, including the soliciting, hiring, firing, disciplining, paying, scheduling, and managing of your employees. The Operating Principal must have at least a 51% equity ownership interest in you. If you have a General Manager, your General Manager will be responsible for the oversight and management of the day-to-day operations and personnel. The General Manager and the Operating Principal may be the same person, if he/she is qualified to perform both roles and duties and is approved by us.

Referral Services must be provided by you or your employees and Caregiver Services must be provided by Caregivers, except as we designate or prescribe in the Manuals. Caregivers must be registered with the CareForce Software, which is managed by Franchisor, and processes registration. Caregivers will then enter into an agreement with the Client directly to perform the Caregiver Services. Clients will enter into a referral agreement with the Franchisee and Caregivers will enter into a domestic worker referral agreement with the Franchisee. Operational Support Services may only be provided by our affiliate and not by you.

All individuals owning a direct or indirect interest in you must execute the Guarantee, Indemnification, and Acknowledgment, covering all of your obligations under the Franchise Agreement. We may also require that the spouse (or domestic partner or other immediate family member) of an owner sign the Guarantee, Indemnification, and Acknowledgement. The current form of Guarantee, Indemnification, and Acknowledgement is attached to the Franchise Agreement as Exhibit D.

The Operating Principal and General Manager must sign a Non-Disclosure Agreement, the form of which is attached to the Franchise Agreement as Exhibit E. All of your employees and other agents or representatives who may have access to our confidential information must sign a confidentiality agreement (unless they have already signed a Non-Disclosure Agreement), in a form that we provide.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must provide only the Approved Services and Products and/or other services or products that we approve. Referral Services must be provided by you or your employees and Caregiver Services must be provided by Caregivers, except as we designate or prescribe in the Manuals. Caregivers must be registered with the CareForce Software, which is managed by Franchisor, and processes registration. Caregivers will then enter into an agreement with the Client directly to perform the Caregiver Services. You may not perform any services or offer for sale any products that we have not authorized in writing, including, but not limited to, Operational Support Services. We have the right to change the Approved Services and Products and any other types of authorized services and products, without limitation.

You may provide the Approved Services and Products only for individuals within the Territory, except as we may otherwise approve as part of the Cross-Territory Lead Referral Program described in Item 12. You must keep your Franchised Business open and in normal operation for such hours and days as we may from time to time specify in the Manuals or as we may otherwise approve in writing.

We may change, supplement, improve, or modify the System at any time, as we deem appropriate. These changes may include, among others, the adoption or use of new or different services, products or equipment for Franchised Business; development of new techniques and methods for the promotion and sale of services and products; and the use of new marks or copyrights. You must, upon reasonable notice, accept, adopt, implement, use, and display any change to the System we may make, at your expense. There are no limits on our right to make changes.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

The following table lists certain important provisions of the Franchise Agreement pertaining to renewals, terminations, transfers and dispute resolutions. You should read those provisions in the Franchise Agreement attached as Exhibit C to this Disclosure Document.

THE FRANCHISE RELATIONSHIP

Provision	Section in the Agreement	Summary
a. Term of the franchise	2.1	The initial term expires 7 years after the Effective Date of the Franchise Agreement.
b. Renewal or extension of the term	2.2	You may renew for one additional term, which will be for 5 years.
c. Requirements for you to renew or extend	2.2	Renewal means the right to sign a successor franchise agreement. Renewal conditions include: (i) you provide the required notice; (ii) you pay a successor fee; (iii) you are not in default of the Franchise Agreement and have no received 3 or more notices of default; (iv) you have satisfied all monetary obligations to us and our affiliates; (v) you execute a general release; (vi) you execute our then-current form of Franchise Agreement (which may

Provision	Section in the Agreement	Summary
		have materially different terms, conditions, provisions and obligations of your current Franchise Agreement); (vii) you and your personnel comply with our then-current qualification and training requirements.
d. Termination by you	Not Applicable	Not Applicable, subject to state law.
e. Termination by us without cause	Not Applicable	Not Applicable.
f. Termination by us with cause	13	We may terminate the Franchise Agreement upon default.
g. "Cause" defined-defaults which can be cured	13.3	Except for defaults that cannot be cured (see below), you have 5 days to cure monetary defaults of the Franchise Agreement and 30 days to cure all other types of defaults of the Franchise Agreement.
h. "Cause" defined defaults which cannot be cured	13.1, 13.2, and 13.4	The Franchise Agreement automatically (i.e. without notice or an opportunity to cure) terminates upon any of the following: (i) insolvency; (ii) bankruptcy; (iii) appointment of a receiver or other custodian for your business or assets; (iv) proceedings for a composition with creditors under any state or federal law is instituted by or against you; (v) a final judgment of $10,000 or more against you or your affiliate remains unsatisfied or of record for 30 days or longer (unless an appeal or a supersedeas bond is filed); (vi) the Franchisee entity is dissolved; (vii) an attachment or execution is levied against your business or property and is not dismissed within 30 days. We have the right to terminate the Franchise Agreement with notice but without an opportunity to cure upon any of the following: (i) your failure to open; (ii) your failure to complete training; (iii) abandonment; (iv) conviction of certain crimes or felonies; (v) you engage in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice; (vi) a threat or danger to public health or safety results from the operation of the Franchised Business; (vii) unauthorized transfer; (viii) you fail to permit an inspection or audit; (ix) you fail to complete with the non-competition covenants in the Franchise Agreement; (x) unauthorized disclosure of the Manuals and/or Confidential information; (xi) you knowingly maintain false books or records, or submit any false reports to us; (xii) you make or made misrepresentations in connection with the Franchise Agreement or Franchised Business; (xiii) you fail to pay any supplier and fail to cure; (xiv) you fail to pay any lender and fail to cure; (xv) unauthorized use of the Marks; (xvi) you fail to

Provision	Section in the Agreement	Summary
		submit to us any financial or other information required under the Franchise Agreement; (xvii) you fail to operate the Franchised Business in accordance with the Franchise Agreement; (xviii) if any other agreement between us and you is terminated for cause; (xix) you fail on more than 3 occasions during any 12 month period to comply with the Franchise Agreement; (xx) you fail to comply with any applicable laws; or (xxi) you do not receive our approval of your Operating Principal.
i. Your obligations on termination and non-renewal	14.1, 10.6	You must cease to operate the Franchised Business, pay any amounts due plus damages, cease the use of our Marks, return our manuals, de-identify the Studio, cancel any assumed name or equivalent registration, which contains the Marks, and comply with post-term covenant not to compete.
j. Assignment of contract by us	12.1	The Franchise Agreement has no restriction on our right to assign.
k. "Transfer" by you – definition	12.3	The term "transfer" includes the transfer of the Franchise Agreement, the assets of the Franchised Business, or any interest in you.
l. Our approval of transfer by you	12.4	We have the right to approve all transfers; we will not withhold our consent unreasonably.
m. Conditions for our approval of transfer	12.4	Conditions for transfer include: (i) you comply with our then-current transfer policies; (ii) you execute a general release; (iii) the transferee's owner executes a personal guaranty; (iv) transferee meets our educational, managerial, and business standards; (v) transferee executes our then-current form of Franchise Agreement (thee terms of which may differ from the terms of the original Franchise Agreement); (vi) transfer upgrades the Franchised Business; (vii) you have satisfied your monetary obligations; (viii) you remain liable for obligations that arose prior to the date of the transfer; (ix) transferee completes our required training; (x) you pay a transfer fee; (xi) you certify that you provide accurate information to the transferee; (xii) you agree to comply with all post-term obligations; and (xiii) you assign or transfer all referral service agreements.
n. Our right of first refusal to acquire your business	12.6	If you desire to accept a bona fide offer from a third party to sell the Franchisee and/or the Franchised Business, then we have an option for 30 days to purchase upon same terms and conditions offered to the third party.
o. Our option to purchase your business	Not Applicable.	Upon expiration or termination of the Franchise Agreement, we have the option to purchase your equipment or inventory.

Provision	Section in the Agreement	Summary
p. Your death or disability	12.7 and 12.8	Upon your death or disability, your interest in the Franchise Agreement or Franchisee must be transferred to a third party whom we approve. We will not withhold consent unreasonably to a transfer to a third party within 6 months, provided the transferee meets our general conditions of transfer.
q. Non-competition covenants during the term of the franchise	10.5	You cannot divert business or customers to a competitor. You cannot operate any "competitive business," which means any business that provides a referral agency that helps families to find, coordinate, and maintain quality non-medical domestic work and senior care provided by qualified Caregivers, including, any business that provides any services that are the same as or substantially similar to or competitive with the Approved Services and Products.
r. Non-competition covenants after the franchise terminates or expires	10.6	For a period of two years, you cannot have an interest in or operate a competitive business within the Territory or within 25 miles of any 1 + 1 Cares Business, including the Franchised Business.
s. Modification of the agreement	23	The Franchise Agreement may not be modified unless you and we mutually agree in writing to modify it.
t. Integration/ merger clause	23	Only the written terms of the Franchise Agreement and exhibits bind the parties (subject to applicable state law). Any representations or promises outside of this Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	17	The parties must arbitrate any controversy or claim, except that either party may file for preliminary injunctive relief, a restraining order, or order of specific performance, including, without limitation, injunctive relief pertaining to the use of the System and Marks.
v. Choice of forum	17.2 and 17.3	Any litigation or arbitration must take place in San Jose, California, subject to applicable state law. See Exhibit D.
w. Choice of law	17.1 and 17.3	California law applies, subject to applicable state law. See Exhibit D.

ITEM 18
PUBLIC FIGURES

We currently do not use any public figures to promote the Franchised Business.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The Federal Trade Commission's Franchise Rule permits us to provide information about the actual or potential financial performance of our franchised and/or company-owned Franchised Businesses, if a reasonable basis for the information exists and we include the information in this Disclosure Document.

We may give financial performance information that differs from the information included in this Item 19 only if (1) we provide the actual records of an existing Franchised Business that you are 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.

We do not make any 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 the franchisor's management by contacting our President, Ray Liu, at 3031 Tisch Way, Suite 110PW, San Jose, CA 95128 or (888) 321-4711, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEM-WIDE OUTLET SUMMARY
FOR FISCAL YEARS 2022 TO 2024

Outlet Type	Year	Outlets at Start of Year	Outlets at End of Year	Net Change
Franchised	2022	0	0	0
	2023	0	0	0
	2024	0	0	0
Company-Owned*	2022	2	2	0
	2023	2	2	0
	2024	2	2	0
Total Outlets	**2022**	**2**	**2**	**0**
	2023	**2**	**2**	**0**
	2024	**2**	**2**	**0**

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN FRANCHISOR)
FOR FISCAL YEARS 2022 TO 2024

State	Year	Number of Transfers
All States	2022	0
	2023	0
	2024	0
Totals	**2022**	**0**
	2023	**0**
	2024	**0**

TABLE NO. 3
FRANCHISED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Sold to Franchisee	Termina-tions	Non-Renewals	Outlets Reacquired by Franchisor	Outlet Ceased Operations for Other Reasons	Outlets at End of the Year
Totals	**2022**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2023	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**

TABLE NO. 4
COMPANY-OWNED OUTLETS STATUS SUMMARY
FOR FISCAL YEARS 2022 TO 2024

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets At End of Year
California	2022	2	0	0	0	0	2
	2023	2	0	0	0	0	2
	2024	2	0	0	0	0	2
Totals	**2022**	**2**	**0**	**0**	**0**	**0**	**2**
	2023	**2**	**0**	**0**	**0**	**0**	**2**
	2024	**2**	**0**	**0**	**0**	**0**	**2**

TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2024

State	Franchise Agreement Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
California	0	1	0
Totals	**0**	**1**	**0**

List of Current and Former Franchisees

Exhibit E reflects the name of each of our franchisees and the address and telephone numbers of their businesses as of December 31, 2024. Exhibit E also reflects the name, city, state, and current business telephone number of every franchisee who ceased to do business under the Franchise Agreement or had an outlet terminated, canceled, not renewed, or transferred within the last fiscal year ended December 31, 2024, or who has not communicated with us within 10 weeks of the application date of this Disclosure Document.

Purchase of Previously Owned Franchise

If you are purchasing a previously owned franchised outlet, we will provide you additional information on the previously owned franchised outlet in an addendum to this Disclosure Document.

Confidentiality Clauses

In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

Trademark-Specific Franchisee Organizations

There is no active Franchisee organization associated with the System.

ITEM 21
FINANCIAL STATEMENTS

Exhibit B to this Disclosure Document contains our audited opening balance sheet as of January 16, 2025. We have not been in business for three or more years, and therefore cannot provide all of the financial statements otherwise required to be disclosed in this Item. Our fiscal year ends December 31st each year.

ITEM 22
CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Exhibit C Franchise Agreement (and Exhibits)
Exhibit D State Specific Addenda
Exhibit F Form of General Release

ITEM 23
RECEIPTS

Attached as the last two pages of this Disclosure Document are duplicate Receipts. Please sign and return one copy to us and keep the other copy for your records.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Secretary of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, 14th Floor Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 69-1 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance - Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501-3185
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 201 W. Washington Ave., Suite 300 Madison, WI 53703

EXHIBIT B

FINANCIAL STATEMENTS

1 PLUS 1 CARES FRANCHISING, LLC

FINANCIAL STATEMENTS

WITH INDEPENDENT AUDITOR'S REPORT

AS OF JANUARY 16, 2025 AND FOR THE PERIOD FROM INCEPTION (OCTOBER 29, 2024) TO JANUARY 16, 2025

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

1 PLUS 1 CARES FRANCHISING, LLC

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Page

KEZOS & DUNLAVY
Certified Public Accountants
& Business Advisors

Independent Auditor's Report

To the Members
1 Plus 1 Cares Franchising, LLC
Dover, DE

Opinion

We have audited the accompanying financial statements of 1 Plus 1 Cares Franchising, LLC, which comprise the balance sheet as of January 16, 2025, and the related statements of operations, member's equity, and cash flows for the period from inception (October 29, 2024) to January 16, 2025, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 1 Plus 1 Cares Franchising, LLC as of January 16, 2025, and the results of its operations and its cash flows for the period from inception (October 29, 2024) to January 16, 2025 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. 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 within 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 generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, 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 generally accepted auditing standards, we:

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

- Identify and assess the risks of material misstatement of the financial 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.

Restrictions on Use

The use of this report is restricted to inclusion within the Company's Franchise Disclosure Document (FDD) and is not intended to be, and should not be, used or relied upon by anyone for any other use.

Kezos & Dunlavy

St. George, Utah
January 29, 2025

1 PLUS 1 CARES FRANCHISING, LLC
BALANCE SHEET
As of January 16, 2025

		2025
Assets		
Current assets		
Cash and cash equivalents	$	100,000
Total current assets		100,000
Total assets	$	100,000
Liabilities and Members' Equity		
Liabilities	$	-
Total liabilities		-
Member's equity		100,000
Total liabilties and members' equity	$	100,000

The accompanying notes to the financial statements are integral part of these financial statements

1 PLUS 1 CARES FRANCHISING, LLC
STATEMENT OF OPERATIONS AND MEMBER'S EQUITY
For the period from inception (October 29, 2024) to January 16, 2025

		2025
Operating revenues	$	-
Operating expenses		
General and administrative		-
Total operating expenses		-
Operating income		-
Net income	$	-
Beginning members' equity	$	-
Net income		-
Members' contributions		100,000
Ending members' equity	$	100,000

The accompanying notes to the financial statements are integral part of these financial statements

1 PLUS 1 CARES FRANCHISING, LLC
STATEMENT OF CASH FLOWS
For the period from inception (October 29, 2024) to January 16, 2025

	2025
Net income	$ -
Cash flows from financing activities:	
Members' contributions	100,000
Cash flows provided by financing activities	100,000
Net change in cash and cash equivalents	100,000
Cash and cash equivalents at beginning of period	-
Cash and cash equivalents at end of period	$ 100,000
Supplemental disclosures of cash flow	
Cash paid for interest and taxes	$ -

The accompanying notes to the financial statements are integral part of these financial statements

(1) Nature of Business and Summary of Significant Accounting Policies

(a) Nature of Business

1 Plus 1 Cares Franchising, LLC ("the Company") was formed on October 29, 2024, as a Delaware limited liability company. The Company's administrative office is located in Dover, DE. The Company was established to grant franchisees the right to market and provide vetted, qualified caregiving services and operate under the name "1 Plus 1 Cares".

The Company uses the accrual basis of accounting, and their accounting period is the 12-month period ending December 31 of each year.

(b) Accounting Standards Codification

The Financial Accounting Standards Board ("FASB") has issued the FASB Accounting Standards Codification ("ASC") that became the single official source of authoritative U.S. generally accepted accounting principles ("GAAP"), other than guidance issued by the Securities and Exchange Commission (SEC), superseding existing FASB, American Institute of Certified Public Accountants, emerging Issues Task Force and related literature. All other literature is not considered authoritative. The ASC does not change GAAP; it introduces a new structure that is organized in an accessible online research system.

(c) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts and disclosures. Actual results could differ from those estimates.

(d) Cash and Cash Equivalents

Cash equivalents include all highly liquid investments with maturities of three months or less at the date of purchase. As of January 16, 2025, the Company had cash and cash equivalents of $100,000.

(e) Income Taxes

The Company is structured as a limited liability company under the laws of the state of Delaware. Accordingly, the income or loss of the Company will be included in the income tax returns of the members. Therefore, there is no provision for federal and state income taxes.

The Company follows the guidance under Accounting Standards Codification ("ASC") Topic 740, Accounting for Uncertainty in Income Taxes. ASC Topic 740 prescribes a more-likely-than-not measurement methodology to reflect the financial statement impact of uncertain tax positions taken or expected to be taken in the tax return. If taxing authorities were to disallow any tax positions taken by the Company, the additional income taxes, if any, would be imposed on the members rather than the Company. Accordingly, there would be no effect on the Company's financial statements.

The Company's income tax returns are subject to examination by taxing authorities for a period of three years from the date they are filed. As of January 16, 2025, no tax years are subject to examination.

(f) Concentration of Risk

The Company maintains its cash in bank deposit accounts that at times may exceed federally insured limits. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risks on cash or cash equivalents.

(2) Commitments and Contingencies

The Company may be subject to various claims, legal actions and complaints arising in the ordinary course of business. In accounting for legal matters and other contingencies, the Company follows the guidance in ASC Topic 450 Contingencies, under which loss contingencies are accounted for based upon the likelihood of incurrence of a liability. If a loss contingency is “probable” and the amount of loss can be reasonably estimated, it is accrued. If a loss contingency is “probable” but the amount of loss cannot be reasonably estimated, disclosure is made. If a loss contingency is “reasonably possible,” disclosure is made, including the potential range of loss, if determinable. Loss contingencies that are “remote” are neither accounted for nor disclosed.

In the opinion of management, all matters are of such kind, or involving such amounts of unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

(3) Subsequent Events

Management has reviewed and evaluated subsequent events through January 29, 2025, which is the date on which the financial statements were issued.

<u>**EXHIBIT C**</u>

FRANCHISE AGREEMENT

1 + 1 CARES
FRANCHISE AGREEMENT

SUMMARY PAGE

This Summary Page summarizes certain provisions of this Franchise Agreement to which it is attached. In the event of any conflict in the Summary Page and the Franchise Agreement, the provisions of the Franchise Agreement will control.

Territory:____,
as geographically constituted as of the Effective Date.

Initial Franchise Fee: $40,000

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Exhibits:

1 PLUS 1 CARES FRANCHISING, LLC
FRANCHISE AGREEMENT

1 Plus 1 Cares Franchising, LLC ("**Franchisor**"), a Delaware limited liability company, and the undersigned (the "**Franchisee**") enter into this Franchise Agreement (this "**Agreement**") as of the **____** day of **__________**, 20___ (the "**Effective Date**").

RECITALS

A. Franchisor as the result of the expenditure of significant time, skill, effort and money, has developed a distinctive and proprietary system (the "**System**") for establishing and operating businesses that provide a referral agency that offers to individuals and families ("**Clients**") caregiver search, recruitment and placement services ("**Referral Services**") for quality non-medical domestic work and senior care ("**Caregiver Services**") provided by qualified caregivers ("**Caregivers**"), (collectively, the Referral Services and Caregiver Services are the "**Approved Services and Products**") and related services and products that Franchisor designates or approves under the System and the Marks (defined below), (each referred to generally as a "**1 + 1 Cares Business**");

B. The distinguishing characteristics of the System include, among other things: Franchisor's standards, specifications, policies and procedures for business development, consulting and management; quality, distinctiveness and uniformity of services and products; software and computer programs, client management procedures; Franchisor's training programs; and advertising and promotional programs, all as more particularly described and designated in the Manuals (defined in Section 4.3 below) and all of which Franchisor may change, improve, and further develop at its option from time to time;

C. Franchisor identifies the System by means of certain licensed trade names, service marks, trademarks, logos, emblems, and indicia of origin, that have been licensed to Franchisor by its affiliate, Careforce Software, LLC, including the name "**1 + 1 CARES**," and such other trade names, service marks and trademarks as are now designated (and may hereinafter be designated by Franchisor or its affiliate in writing) for use in connection with the System (the "**Marks**"). Franchisor and its affiliate continue to develop, use and control the use of such Marks in order to identify for the public the source of services and products marketed thereunder and under the System, and to represent the System's high standards of quality, appearance, and service;

D. Franchisee desires to operate a 1 + 1 Cares Business and to receive the training and other assistance provided by Franchisor in connection therewith; and

E. Franchisee understands and acknowledges the importance of Franchisor's high standards of quality and service and the necessity of operating the business franchised under this Agreement in conformity with Franchisor's standards and specifications.

Now, therefore, in consideration of the foregoing and of the covenants contained in this Agreement, the parties agree as follows:

1. GRANT

1.1 Grant of Rights. Upon the terms and conditions set forth in this Agreement, Franchisor hereby grants to Franchisee the right, and Franchisee accepts and undertakes the obligation, to: (a) establish and operate one (1) 1 + 1 Cares Business under the System (the "**Franchised Business**"); (b) to use, only in connection with the Franchised Business, the Marks and the System, as they may be changed, improved, or further developed from time to time by Franchisor; and (c) and to do so only within the Territory (defined below in Section 1.2).

1.2 Territory. Except as otherwise provided in Section 1.5 hereof, Franchisee shall offer, sell and provide the Referral Services only for individuals that will receive Caregiver Services located within the Territory. "**Territory**" shall mean the area described on the Summary Page. Franchisee shall not advertise or market the Approved Services and Products to Clients and prospective Clients located outside of the Territory. Franchisee's placement of a Client in another franchisee's territory without Franchisor's prior written consent or in violation of the Cross-Territory Lead Referral Program (as described in Section 1.5) is a breach of the Franchise Agreement. Provided Franchisee is in compliance with this Agreement and except as otherwise provided in this Agreement (including Section 1.5 hereof), during the term of this Agreement, Franchisor shall not authorize another 1 + 1 Cares Business to offer, sell, or provide Approved Services and Products for Referral Services or Caregiver Services in your Territory. Franchisor and its affiliates retain all rights not expressly granted in this Agreement. For example, without obligation to Franchisee, Franchisor and its affiliates may, among other things, and without any compensation or other recourse to Franchisee, regardless of proximity to or economic impact upon Franchisee or the Franchised Business:

1.2.1 Advertise and promote the System and brand within and outside of the Territory;

1.2.2 Operate, and license others to operate, 1 + 1 Cares Businesses servicing any locations outside the Territory, including locations that are adjacent to the Territory and despite the proximity of such locations to the Territory or their actual or threatened impact on sales of the Franchised Business.

1.2.3 Offer and sell, or license others to offer and sell, any products or services (including those offered by the Franchised Business), under any marks (including the Marks) outside of the Territory, and through any means (including through a 1 + 1 Cares Business);

1.2.4 Establish, operate, and license others to establish and operate, businesses other than a 1 + 1 Cares Business, which businesses may be identified by other trademarks and/or may offer or sell products and services that are the same as or similar to the products and services offered by 1 + 1 Cares Businesses, within and outside of the Territory and despite the proximity of such businesses to the Territory or their actual or threatened impact on sales of the Franchised Business;

1.2.5 Develop or become associated with other concepts (including other franchise systems), whether or not using the System and/or the Marks, and/or offer or sell franchises under such concepts within and outside of the Territory;

1.2.6 Acquire, be acquired by, merge, affiliate with or engage in any transaction with other businesses (whether competitive or not) with outlets located anywhere and, even if such businesses are located within the Territory and offer and sell services and products similar or identical to the Approved Services and Products, including the placement of Caregivers with Clients located within the Territory: (i) convert the other businesses to 1 + 1 Cares Businesses; (ii) permit the other businesses to continue to operate under another name; and/or (iii) permit the other businesses to operate under another name and convert existing 1 + 1 Cares Businesses to such other name;

1.2.7 To provide Approved Services and Products to Franchisor's existing Clients, regardless of whether such Clients are located in the Territory, but not to provide Approved Services and Products to new Clients in the Territory;

1.2.8 Engage in any other activity, action, or undertaking that Franchisor or its affiliates are not expressly prohibited from taking under this Agreement.

1.3 Performance Criteria. You acknowledge and agree that the limited territorial grant described in this Section 1 is conditioned upon your compliance with this Agreement, and the System standards. In addition, the Franchised Business must generate a minimum number of Client placements on an annual basis, in the amounts set forth below (the "**Minimum Performance Standards**"). The Minimum Performance Standards are as follows:

Month	Minimum Number of New Clients per Month
1 to 3	No minimum
4 to 12	5
13 to 24	20
25 to 36	35
37 to 48	50
49 and thereafter	60

1.3.1 Month 1 shall commence upon the Effective Date and Month 12 shall conclude one (1) year after the Effective Date. Each successive 12-month period shall commence upon the conclusion of the immediately preceding 12-month period and shall conclude one (1) year thereafter. Franchisee agrees and acknowledges that the Minimum Performance Standards are reasonable and that Franchisor makes no representations or warranties, express or implied, that Franchisee will attain any of the Minimum Performance Standards. For purposes of this chart, "**Client**" means an individual who, for a reasonably anticipated initial period of at least thirty days, enters into an agreement with a Caregiver to provide Caregiver Services in the Territory.

1.3.2 If Franchisee fails to satisfy the Minimum Performance Standards, Franchisor may take any one or more of the following actions, in addition to all rights and remedies available to Franchisor:

1.3.2.1. Require Franchisee to attend additional training programs; and/or

1.3.2.2. Reduce the size of the Territory, with a corresponding reduction in the Minimum Performance Standard; and/or

1.3.2.3. Permit other franchisees, or Franchisor or its affiliates, to provide Approved Services and Products for Clients located within the Territory; and/or

1.3.2.4. Terminate this Agreement pursuant to Section 13.3 hereof.

1.4 No Right to Subfranchise. Franchisee may not subfranchise, sublicense, or relicense to others any right to use the System or the Marks.

1.5 Cross-Territory Lead Referral Program. Franchisor has established a cross-Territory lead referral program ("**Cross-Territory Lead Referral Program**"), in which Franchisee must participate and will be required to refer Client leads for Caregiver Services to be provided outside the Territory to the appropriate other franchisee. If such lead referral results in another franchisee providing Referral Services to such Client (and not Franchisee), then the weekly Commissions payable to the receiving franchisee will be shared with Franchisee for a period of up to twelve (12) weeks (provided that the Client remains a Client). After twelve (12) weeks, the Commissions will no longer be shared and the Franchisee that provided the Referral Services will retain the entire Commission. The specifics of the Cross-Territory Lead Referral Program will be detailed in the Operations Manual.

2. TERM AND RENEWAL

2.1 Term. Except as otherwise provided herein and unless sooner terminated in accordance with the provisions hereof, the initial term of this Agreement shall commence on the Effective Date and expire on the date that is seven (7) years after the Effective Date.

2.2 Renewal. Franchisee may, at its option, renew Franchisee's right to operate the Franchised Business for one (1) additional consecutive term of five (5) years, subject to the following conditions, each of which Franchisee must meet prior to such renewal:

2.2.1 Franchisee shall deliver to Franchisor a written notice of Franchisee's election to renew no fewer than twelve (12) months nor more than eighteen (18) months prior to the end of the initial term;

2.2.2 Franchisee shall pay, in lieu of the initial franchise fee, a successor fee equal to fifteen percent (15%) of Franchisor's then-current initial franchise fee for a new 1 + 1 Cares Business, but in no event less than Eight Thousand Dollars ($8,000) when the Franchisee signs the then-current form of franchise agreement as described in Section 2.2.6, or such other form of agreement as Franchisor designates or prescribes;

2.2.3 Franchisee shall not have received, prior to its election to renew, written notice of a default under this Agreement on more than three (3) separate occasions and, from the time of Franchisee's election to renew through the expiration of the initial term, Franchisee shall not have been in default of any provision of this Agreement, any amendment to this Agreement, or any other agreement between Franchisee (or its affiliates) and Franchisor or its affiliates; and, in the reasonable judgment of Franchisor, Franchisee shall have substantially complied with all the terms and conditions of this Agreement, such other agreements with Franchisor or its affiliates, as well as the operating standards prescribed by Franchisor during the term of this Agreement;

2.2.4 Franchisee shall have satisfied all monetary obligations owed by Franchisee to Franchisor and its affiliates, and shall have timely met those obligations throughout the term of this Agreement;

2.2.5 Franchisee shall execute a general release, in a form satisfactory to Franchisor of any and all claims against Franchisor and its current and former affiliates, and their respective past and present officers, directors, agents, and employees;

2.2.6 Franchisee shall execute Franchisor's then-current form of franchise agreement, which agreement shall supersede this Agreement in all respects (except with respect to the renewal provisions of the new franchise agreement, which shall not supersede this Section 2.2), and Franchisee acknowledges that the terms, conditions, and provisions of which, and the obligations of the parties thereto, may differ substantially from the terms, conditions, provisions and obligations in this Agreement, including a higher percentage Royalty Fee, Brand Development Fund Fee, and advertising expenditure, and a different or modified Territory; and

2.2.7 Franchisee and its personnel shall comply with Franchisor's then current qualification and training requirements, prior to commencement of operations under the renewal form of franchise agreement.

2.3 No Assurances of a Renewal Franchise Agreement. Franchisee accepts this Agreement with the full and complete understanding that the grant of rights to operate a Franchise hereunder is not a promise or assurance that Franchisee will be granted a renewal franchise agreement.

2.4 Holdover. In the event the parties continue to perform under this Agreement after expiration of the initial term or any renewal term, as applicable, without executing a new agreement, this Agreement will be deemed to extend on a month-to-month basis and both parties will have the right to terminate (and prevent further extensions of) this Agreement upon at least thirty (30) days' written notice.

3. FEES AND PAYMENTS

3.1 Initial Franchise Fee. Franchisee shall pay to Franchisor an initial franchise fee in the amount described on the Summary Pages upon execution of this Agreement (the "**Initial Franchise Fee**"). Except as otherwise stated in this Agreement, the Initial Franchise Fee is fully earned and non-refundable in consideration of the administrative and other expenses incurred by Franchisor in granting this franchise and for Franchisor's lost or deferred opportunity to offer the rights to this franchise to others.

3.2 Commissions. Franchisor pays to Franchisee, "**Commissions**" each week, which are equal to Client Billings derived from your Franchised Business less the Royalty Fee, Brand Development Fund Fee and Technology Fee, and are based on Client Billings of the Franchised Business for the immediately preceding calendar week, or for such other period as we specify. "**Client Billings**" means the total gross revenue derived from the provision of all Referral Services and Caregiver Services sold or performed for by Caregivers to Clients in your Territory, whether from cash, check, credit card, debit card, barter or exchange, or other means, and irrespective of the collection thereof, and including, the following: (a) all Client fees and payments, including, without limitation, Client agreement fees, subscription fees, corporate/third party payor fees, retainer fees and (b) proceeds from any business interruption insurance. The following amounts will be deducted from Client Billings: (i) sales taxes, use taxes, and other similar taxes added to the sales price and collected from the Client and paid to the appropriate taxing authority; and (ii) any bona fide refunds and credits that are actually provided to Clients and other customers.

3.3 Royalty Fees. Franchisor shall deduct from Franchisee's weekly Commissions, a Royalty Fee equal to five percent (5%) of the Client Billings of the Franchised Business for the immediately preceding calendar week ("**Royalty Fees**"), at such time, for such periods, and in such manner as specified herein, or as otherwise specified by Franchisor. In addition, Franchisee shall report to Franchisor a Client Billings report (a "**Sales Report**") no later than the tenth (10th) day of each calendar month or at such other time as Franchisor may designate.

3.4 Brand Development Fund Fee. Franchisor has established a Brand Development Fund, for which Franchisor shall deduct from Franchisee's weekly Commissions a Brand Development Fund Fee (defined in Section 6.2) in an amount determined from time to time by Franchisor, but in no event more than three percent (3%) of the Franchised Business's Client Billings, at such time, or such periods, and in such manner as specified herein, or as otherwise specified by Franchisor. Currently, the Brand Development Fund Fee is two percent (2%) of Client Billings each week.

3.5 Technology Fee. Franchisor shall deduct from Franchisee's weekly Commissions, a technology fee ("**Technology Fee**") in its then-current amount for access to and/or use of such technology platforms, systems, software, and services as Franchisor designates that Franchisor requires Franchisee to obtain or access through Franchisor, as Franchisor deems necessary and advisable in its sole determination. The current Technology Fee is One Hundred and Twenty-Five Dollars ($125) per week. The Technology Fee may include, for example, licenses, subscriptions, maintenance, and development for the technology systems that support the 1 + 1 Cares network of franchisees including CareForce Software, mapping software, e-mail address(es), phone and communications services, digital marketing platforms, website development, social media, and hosting and maintenance of Franchisee's location page on the 1 + 1 Cares website. Franchisor reserves the right to change, add to, remove from, or substitute the types, nature, and ultimate vendor of technology systems, services, platforms, and software that Franchisee must obtain or access through Franchisor. Franchisor may increase or otherwise change the amount of the Technology Fee by up to twenty percent (20%) during each year of the Term upon thirty (30) days' prior written notice to Franchisee, including upon changes in the technology systems, services, platforms, and software that Franchisee must obtain or access through or from Franchisor or changes in Franchisor's costs regarding such technology systems, services, platforms, and software. Franchisee shall pay the Technology Fee on the Tuesday day of each calendar week or for and based on such other period as Franchisor may specify in the Manuals or otherwise in writing. Franchisor expressly reserves the right to change the due date of the Technology Fee upon ten (10) days' prior written notice to Franchisee.

3.6 Support Team Fee. Franchisee shall pay to Franchisor's affiliate, Bridge Service Solutions, LLC, a weekly Support Team Fee for the services provided by the Support Team (defined in Section 4.2) in an amount equal to the greater of $125 per week or $35 per Client per week. Bridge Service Solutions, LLC reserves the right to increase this fee by up to five percent (5%) during each year of this Agreement.

3.7 Continuing Payments, EFT, and Reporting Obligations. Except as otherwise described in this Agreement and except for those fees deducted from Commissions, all payments required by this Section 3 and Section 6 below shall be paid and submitted by electronic funds transfer. For all ongoing fees required hereunder, Franchisee shall execute a form of electronic funds transfer ("**EFT**") authorization (in the form attached as Exhibit B to this Agreement or such other form that Franchisor designates) for direct debits from Franchisee's business bank operating account. The bank account associated with the EFT form must have, at all times, a balance greater than $5,000.00. Franchisee shall deliver to Franchisor any and all reports, statements and/or other information required by this Agreement, including under Section 7 below, at the time and in the format reasonably requested by Franchisor. Franchisee shall comply with the payment and reporting procedures specified by Franchisor in this Agreement and the Manuals. To ensure that payments are received by Franchisor on as timely basis, such policies and procedures may require that Franchisee have sufficient funds in its account by a date certain, as the EFT process may sweep such account the day before for payment on the preceding day. Franchisee's obligations for the full and timely payment of all amounts provided for in this Agreement, shall be absolute, unconditional, fully earned, and due upon Franchisee's generation of Client Billings. Franchisee shall not for any reason delay or withhold the payment of all or any part of those or any other payments due hereunder, put the same in escrow or set off same against any claims or alleged claims Franchisee may allege against Franchisor or others. Franchisee shall not, on the grounds of any alleged nonperformance by Franchisor or others, withhold payment of any fee due hereunder nor withhold or delay submission of any reports due hereunder. Franchisor reserves the right to change the due date of any fees upon ten (10) days' prior written notice to Franchisee. Franchisor reserves the right to designate another method for Franchisee's payment of fees. Franchisee agrees to sign and deliver to Franchisor any other documents that Franchisor may require to authorize any such alternative method of payment.

3.8 Overdue Payments and Reports; Interest. Any payment or report not actually received by Franchisor (or the appropriate advertising fund) on or before the date such payment or report is due shall be deemed overdue.

3.8.1 If any fees are overdue, then Franchisee must pay to Franchisor a late fee (the "**Late Fee**") in the amount of two percent (2%) of the overdue amount. In addition to the Late Fee, and in addition to all other rights and remedies available to Franchisor, and not as an election of remedies, Franchisor will assess interest on the entire amount owing at the rate of one percent (1%) per calendar month or period (or twelve percent (12%) per annum) or the maximum rate permitted by law, whichever is less (the "**Interest Charge**"). The Interest Charge will continue to accrue on any portion of the fee(s) that are in arrears, until such delinquent fee(s) are paid in full, including payment of the Late Fee.

3.8.2 If any report is overdue, Franchisee shall pay Franchisor, in addition to all other rights and remedies available to Franchisor and not as an election of remedies, a late report charge of one hundred dollars ($100) for each week or part thereof that report is late.

3.9 Payments on Behalf of Franchisee. Franchisee shall pay to Franchisor, within fifteen (15) days after any written request by Franchisor which is accompanied by reasonable substantiating material, any monies which Franchisor has paid, or has become obligated to pay, on behalf of Franchisee, by consent or otherwise under this Agreement.

3.10 Other Payments. All payments and fees owed by Franchisee to Franchisor shall be paid by Franchisee in the manner and within the time periods as provided for in this Agreement or in the Manuals. Franchisor reserves the right to collect all fees and payments due by Franchisee by EFT as provided for in Section 3.7 or otherwise in the Manuals.

3.11 No Refunds. Upon the expiration or termination of this Agreement, Franchisor shall not refund any amounts paid pursuant to this Agreement for any reason whatsoever.

4. SERVICES BY FRANCHISOR

4.1 Initial and Ongoing Assistance. Prior to the Franchised Business opening, Franchisor shall provide to Franchisee, its Operating Principal (as defined in Section 5.17.3.1 below) and to such of Franchisee's other employees of which Franchisor shall approve for training, such training programs as Franchisor may designate, to be conducted at such time(s) and location(s) designated by Franchisor. Franchisor shall also provide such ongoing training as it may, from time to time, deem appropriate. Franchisor shall be responsible for the cost of instruction and materials, subject to the terms set forth in Section 3.2 above and Section 5.3 below.

4.2 Opening Assistance; Support Team. Franchisor will provide such pre-opening assistance to Franchisee as Franchisor prescribes in the Manuals or otherwise in writing. The date, time, and nature of the pre-opening support will be determined by Franchisor, at its sole option. Franchisor shall provide Franchisee with a Support Team of three (3) individuals that will assist Franchisee and the Franchised Business remotely. In exchange for the Support Team Fee, the Support Team will provide assistance, including, but not limited to, the following: (i) registering and vetting Caregivers for the Territory using the CareForce Software; (ii) on-boarding Clients, scheduling and providing overall customer support; (iii) identifying the right Caregiver matches for each Client; and (iv) a dedicated (but non-exclusive) supervisor to oversee the schedulers and to respond to Franchisee, resolve any issues and to direct them to 1 + 1 Cares support resources. As the Franchised Business grows in terms of number of Clients, the Support Team will also grow, Franchisor determines in its sole discretion.

4.3 Manuals. Franchisor shall loan or otherwise provide Franchisee access to Franchisor's confidential Brand Standards Manual and other manuals (the "**Manuals**"), which may be revised from Franchisor from time to time.

4.4 Advertising and Promotion. Franchisor shall have the right to approve or disapprove all advertising and promotional materials that Franchisee proposes to use, pursuant to Section 6 below. In addition, during the term of this Agreement, Franchisor shall provide Franchisee with such other advertising assistance, sales advice, or related materials as Franchisor deems advisable.

4.5 Ongoing Assistance. Franchisor shall provide such periodic individual or group advice, consultation and assistance, rendered by personal visit, telephone, video conferencing, mail or e-mail and made available from time to time as Franchisor deems advisable at the time(s) and in the manner determined by Franchisor. For additional scheduled training that will be provided by Franchisor either face-to-face or by video conferencing, Franchisee may be required to pay Franchisor's then-current additional training fee, plus travel, food, lodging and related expenses, if any ("**Ongoing Training Fee**"). The current Ongoing Training Fee is Three Hundred Dollars ($300.00) per day. Franchisor reserves the right to increase this fee upon notice to Franchisee. If franchisee requests additional training in addition to Franchisor's standard offerings or if Franchisor requires Franchisee to attend additional training if the Franchise Business is, in Franchisor's sole discretion, operating below the required standards, or if Franchisee is in default of this Agreement, then Franchisor may require Franchisee to attend additional training and pay Franchisor's then-current fee ("**Additional Training Assistance Fee**"). The current Additional Training Assistance Fee is Five Hundred Dollars ($500.00) per day. Franchisor reserves the right to increase this fee upon notice to Franchisee. In addition to the Ongoing Training Fee and/or Additional Training Assistance Fee, Franchisee is responsible for all out-of-pocket expenses (if any) for Franchisee and/or its employees to participate in all travel, meal, lodging, and payroll expenses associated with sending attendees to such additional training programs.

4.6 Bulletins and Reports. Franchisor shall provide Franchisee such bulletins, brochures and reports published by Franchisor from time to time as Franchisor deems advisable regarding its plans, policies, research, developments and activities.

4.7 Computer System; CareForce Software. Franchisor shall have the right to specify or require that certain brands, types, makes, and/or models of communications systems, computer systems, and hardware used by, between, or among 1 + 1 Cares Businesses, including: (a) computer hardware; (b) computer software; (c) printers and other peripheral devices; (d) archival back-up systems; (e) e-mail systems; and (f) Internet access mode and speed (collectively, the "**Computer System**"). Franchisor's affiliate shall provide its proprietary software, CareForce Software, to Franchisee, which Franchisee shall use to operate the Franchised Business. Franchisee is required to enter into the software license agreement attached as Exhibit G to this Agreement with Franchisor's affiliate, Careforce Software, LLC pursuant to which such affiliate shall provide a license to franchisee granting franchisee the right to use the CarfeForce Software in connection with the Franchised Business.

4.8 Inspection. Franchisor shall have the right to inspect the Computer Systems and records and reports of the Franchised Business prior to the opening of the Franchised Business and periodically throughout the term of the Agreement as described in Section 7.4 below. Franchisee shall not commence operation of the Franchised Business without Franchisor's prior written approval.

4.9 Delegation of Duties. Franchisee acknowledges and agrees that any designee, employee, or agent of Franchisor may perform any duty or obligation imposed on or available to Franchisor by the Agreement, as Franchisor may direct.

4.10 Mystery Shops. Franchisor shall have the right to retain a third-party firm to conduct mystery shops of the Franchised Business at all reasonable times. If Franchisor does so, then Franchisee shall pay, either to Franchisor or the third party (as designated by Franchisor) any fees charged by the third-party in connection with the mystery shops, which shall not exceed Two Hundred and Fifty Dollars ($250.00) per month.

4.11 Operational Support Services. Franchisee is required to enter into the services and support agreement attached as Exhibit F to this Agreement with Franchisor's affiliate, Bridge Service Solutions, LLC pursuant to which such affiliate shall provide certain operational assistance to Clients and Caregivers in connection with the Franchised Business, including, but not limited to customer support services, registration operations, certain referral operations, billing operations, and settlement services through CareForce Software (collectively, the "**Operational Support Services**").

4.12 Caregiver Background Checks Fee. Franchisor shall have the right to retain a third-party firm to conduct background checks on Caregivers in the Territory. If Franchisor does so, then Franchisee shall pay, either to Franchisor or the third party (as designated by Franchisor) any fees charged by the third-party in connection with the background checks.

5. OBLIGATIONS OF FRANCHISEE; OPERATIONAL STANDARDS

5.1 Development of the Franchised Business. Franchisee understands and acknowledges that every detail of the Franchised Business is important to Franchisee, Franchisor, and other franchisees in order to develop and maintain high operating standards, to increase the demand for the Approved Services and Products, and to protect Franchisor's reputation and goodwill. Franchisee shall open the Franchised Business according to the requirements contained herein, and Franchisee shall open the Franchised Business no later than thirty (30) days after Franchisee completes the Initial Training Program.

5.2 Franchised Business Opening. "**Opening**" as defined in this Franchise Agreement means the date on which Franchisee first offers Approved Services and Products to prospective Clients provided, however, that for purposes of this Section 5.2, the placement of advertising shall not be deemed to constitute an offer. In connection with the opening of the Franchised Business:

5.2.1 Franchisee shall not open the Franchised Business without first complying with all of Franchisor's pre-opening requirements and obligations contained in this Agreement and the Manuals.

5.2.2 Franchisee shall not open the Franchised Business until the Operating Principal has successfully completed all training required by Franchisor to Franchisor's satisfaction.

5.2.3 Franchisee shall not open the Franchised Business until all amounts due to Franchisor under this Agreement or any other related agreements have been paid.

5.2.4 Franchisee shall not open the Franchised Business until all required insurance has been acquired and documentation of coverage details has been provided to Franchisor.

5.3 Training. Franchisee acknowledges that its owners and manager(s) must be knowledgeable regarding the operation of 1 + 1 Cares Businesses, including the provision of Referral Services and Caregiver Services in accordance with the brand standards established by Franchisor, which may be modified by Franchisor from time to time. Franchisee acknowledges that successful completion of Franchisor's training programs by Franchisee's owners and managers is critical to properly own, operate and manage the Franchised Business. Franchisee's employees must be covered by Franchisee's workers' compensation insurance policy prior to commencing training with Franchisor, and Franchisee must provide evidence of such coverage upon request by Franchisor. Prior to attending the Initial Training Program (defined below), Franchisor will provide, and Franchisee's Operating Principal must complete to Franchisor's satisfaction, a remote study and interactive training program consisting of pre-training materials either online or in a physical format, which covers the fundamentals of 1 + 1 Cares, including its culture, business concept, and basic expectations ("**Remote Study/Interactive Training**"). Prior to the opening of the Franchised Business and after completion of the Remote Study/Interactive Training, Franchisee's Operating Principal shall attend and successfully complete, to Franchisor's satisfaction, the initial training program offered by Franchisor (the "**Initial Training Program**"). The Operating Principal must complete the Initial Training Program no later than forty-five (45) days after the Effective Date.

Franchisor may permit additional individuals to attend some or all of the initial training program, at Franchisor's option, and Franchisor may require that Franchisee pay an additional fee for such additional attendees. Franchisor may also require that additional individuals attend training, at Franchisor's option. All individuals who complete Franchisor's Initial Training Program are "**Franchisee's Principal Trainees**." Initial training may require Franchisee's Principal Trainees to successfully complete all examinations and tests administered by Franchisor, if any. The training programs including the Initial Training Program shall be conducted at facilities designated by Franchisor, which may include company-owned 1 + 1 Cares Businesses, 1 + 1 Cares Businesses owned and operated by other franchisees, and other facilities. Franchisee's Principal Trainees and other applicable personnel must successfully complete Franchisor's training program and receive Franchisor's certification to provide such services prior to offering or selling any Approved Services and Products for which Franchisor requires training and certification. Franchisor reserves the right to charge fees for any additional training programs.

5.3.1 Operating Principal and General Manager. All aspects of the Franchised Business shall be conducted under the management and supervision of the Operating Principal. In addition, the daily operations of the Franchised Business shall be supervised under the active full-time management of the Operating Principal, or with the written approval of Franchisor, a General Manager who has successfully completed (to Franchisor's satisfaction) the Initial Training Program. If the Operating Principal or the General Manager cease active management of or employment at the Franchised Business, Franchisee shall enroll a qualified replacement (who shall be reasonably acceptable to Franchisor) in the Initial Training Program not more than thirty (30) days after the cessation of the former person's full-time employment and/or management responsibilities. The replacement shall attend and successfully complete the basic management training program, to Franchisor's reasonable satisfaction, as soon as it is practical to do so. Franchisee shall pay Franchisor's then-current training fees and per diem expenses.

5.3.2 Ongoing Training. The Franchisee's Principal Trainees may also be required to attend such refresher courses, seminars, and other training programs as Franchisor may reasonably specify from time to time, including up to six (6) days of ongoing training or refresher training programs each year during the term of the Agreement. In addition, such of the Franchisee's Principal Trainees as Franchisor may require, may be required to attend Franchisor's periodic convention each year.

5.3.3 Conventions, Meetings, and Conferences. If Franchisor elects to hold a convention, Franchisee shall attend Franchisor's convention, and attend the convention at Franchisee's expense. Franchisee shall be responsible for Franchisee's and any approved attendees' costs and expenses to attend the convention, including transportation, meals and lodging. Franchisor reserves the right to charge a registration fee for franchisees to attend the annual conference and such fee is currently $1,000. For conventions, meetings, or conferences for which attendance is mandatory, Franchisee must pay the entire registration fee if Franchisee does not attend.

5.3.4 Training Costs. The cost of all initial training instruction and required materials provided by Franchisor shall be borne by Franchisor. All other expenses incurred in connection with training attendance at any Franchisor convention, including the costs of transportation, lodging, meals, wages, workers' compensation insurance and trainees' meals during training sessions, for Franchisee, its investors, and all of its employees, shall be borne by Franchisee.

5.4 Hours of Operation. Franchisee shall keep the Franchised Business open and in normal operation for such hours and days as Franchisor may from time to time specify in the Manuals or as Franchisor may otherwise approve in writing.

5.5 Personnel.

5.5.1 Franchisee agrees to maintain a competent, conscientious, trained staff in numbers sufficient to promptly service Clients, including at least one (1) manager on duty at all times and to take such steps as are necessary to ensure that its employees preserve good customer relations and comply with such dress code as Franchisor prescribes in the Manuals. Franchisee shall comply with all applicable labor, employment, personnel, and wage and hour laws and regulations. Franchisee is solely responsible for all employment and personnel decisions and functions of the Franchised Business including those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, scheduling, benefits, recordkeeping, supervision, and discipline of employees, regardless of whether Franchisee receives advice from Franchisor on these subjects. Franchisee acknowledges and agrees that all employment and personnel decisions, including hiring, firing, disciplining, compensation, benefits, and scheduling, shall be made by Franchisee, without any influence from Franchisor, and such decisions and actions shall not be, nor be deemed to be, a decision or action of Franchisor. Further, it is the intention of the parties to this Agreement that Franchisor shall not be deemed an employer or joint employer of Franchisee or Franchisee's employees for any reason. If Franchisor incurs any cost, loss, or damage as a result of any actions or omissions of Franchisee or Franchisee's employees, including any that relate to any party making a finding of any joint employer status, Franchisee will fully indemnify Franchisor for such loss.

5.5.2 If required by Franchisor, Franchisee shall conduct background checks of all Caregivers operating in connection with the Franchised Business in the Territory and use Franchisor's designated supplier for such background checks. Franchisee shall be responsible for payment of all fees owed to this designated supplier, which shall be paid by Franchisee directly to the designated supplier.

5.6 Equipment Upgrades. Franchisee shall make, from time to time, such upgrades, replacements, or other changes to the Computer System as Franchisor may request in writing (and as also specified above) (collectively, "**Equipment Upgrades**"). Franchisor shall have the right to require any Equipment Upgrades it deems necessary for the Franchised Business.

5.7 Standards and Specifications. To ensure that the highest degree of quality and service is maintained, Franchisee shall operate the Franchised Business in strict conformity with such methods, standards, and specifications as Franchisor may from time to time prescribe in the Manuals or otherwise in writing. Franchisee agrees:

5.7.1 To sell or offer for sale only and all Approved Services and Products as have been expressly approved for sale in writing by Franchisor (the "**Approved Services and Products**"); to sell or offer for sale all Approved Services and Products as specified by Franchisor; to refrain from any deviation from Franchisor's standards and specifications without Franchisor's prior written consent; and to discontinue selling and offering for sale any services and products which Franchisor shall have the right to disapprove, in writing, at any time. Franchisees do not provide Caregiver Services to Clients, but instead provide Referral Services for the placement of Caregivers to Clients to perform such work.

5.7.2 To maintain in sufficient supply, and to use at all times only such services and products as conform to Franchisor's written standards and specifications, and to refrain from deviating therefrom by the use or offer of any non-conforming items without Franchisor's specific prior written consent.

5.8 Supplies and Suppliers. Franchisee shall purchase, lease, or license all equipment, products, supplies, services and materials used or offered for sale at the Franchised Business solely from suppliers that Franchisor has approved in writing. In determining whether it will approve any particular supplier, Franchisor shall consider various factors, including a supplier who can demonstrate, to Franchisor's continuing reasonable satisfaction, the ability to meet Franchisor's then current standards and specifications for such items; who possesses adequate quality controls and capacity to supply Franchisee's needs promptly and reliably; who would enable the system, in Franchisor's sole opinion, to take advantage of marketplace efficiencies; and who has been approved in writing by Franchisor prior to any purchases by Franchisee from any such supplier, and have not thereafter been disapproved. For the purpose of this Agreement, the term "**supplier**" shall include, but not be limited to, manufacturers, distributors, resellers, and other vendors. Franchisee recognizes that Franchisor shall have the right to appoint only one manufacturer, distributor, reseller, and/or other vendor for any particular service or product, and that Franchisor may designate itself or its affiliate as the only supplier, or one of a limited number of suppliers, for any services or products. For any services or products that Franchisor deems to be proprietary to the System, Franchisor reserves the right to designate one (1) supplier, which supplier may be Franchisor or an affiliate.

5.8.1 If Franchisee wishes to purchase any unapproved services or products or any services or products or any other items from an unapproved supplier, Franchisee shall first submit to Franchisor a written request for such approval. Franchisee shall not purchase any unapproved services or products or any services or products from any supplier until, and unless, such services or products or supplier has been approved in writing by Franchisor. Franchisor shall have the right to require that its representatives be permitted to inspect the unapproved services or products or the supplier's facilities, as applicable, and that samples of the services or products be delivered to Franchisor or to a third party designated by Franchisor for testing. A charge not to exceed the reasonable cost of the inspection and the actual cost of the test shall be paid by Franchisee or the supplier. Franchisor may also require that the supplier comply with such other requirements as Franchisor may deem appropriate, including payment of reasonable continuing inspection fees and administrative costs, or other payment to Franchisor by the supplier on account of their dealings with Franchisee or other franchisees, for use, without restriction (unless otherwise instructed by the supplier) and for services that Franchisor may render to such suppliers. Franchisor reserves the right, at its option, to reinspect from time to time the facilities, services and products and to revoke its approval upon the failure of the services, products or supplier to continue to meet any of Franchisor's then current criteria.

5.8.2 Nothing in the foregoing shall be construed to require Franchisor to approve any particular service, product or supplier, nor to require Franchisor to make available to prospective suppliers, standards and specifications, which Franchisor shall have the right to deem confidential.

5.8.3 Notwithstanding anything to the contrary contained in this Agreement, Franchisee acknowledges and agrees that, at Franchisor's sole option, Franchisor may establish one or more strategic alliances or preferred vendor programs with one or more nationally or regionally-known suppliers who are willing to supply all or some Franchised Businesses with some or all of the equipment, products, and services that Franchisor requires for use and/or sale in the development and/or operation of Franchised Businesses. Such suppliers may be affiliates of Franchisor. In this event, Franchisor may limit the number of approved suppliers with whom Franchisee may deal, designate sources that Franchisee must use for some or all equipment, services and products, and/or refuse any of Franchisee's requests if Franchisor believes that this action is in the best interests of the System or the network of Franchised Businesses. Franchisor shall have the sole option to approve or disapprove of the suppliers who may be permitted to sell equipment, services and products to Franchisee.

5.8.4 Franchisee shall comply with all terms, conditions, and obligations of all contracts and arrangements with suppliers, including contracts and arrangements negotiated by Franchisor or third parties as part of a network or multiple-franchise or multiple-1 + 1 Cares Business supply and distribution arrangement, and Franchisee's contracts with and obligations to suppliers. Franchisee shall promptly pay all suppliers in accordance with the agreed-upon terms. In the event Franchisee fails to promptly pay one or more suppliers as required, Franchisor may, but is not required to, pay such supplier(s) on behalf of Franchisee, and Franchisee shall promptly reimburse Franchisor for such payment following notice from Franchisor, or Franchisor may obtain payment through the EFT process described in Section 3.7 above and the Manuals.

5.8.5 Franchisee acknowledges and agrees that all functions of the Franchised Business shall be provided by Franchisee or Franchisee's employees, except as designated or prescribed in the Manuals.

5.9 Technology and Computer System. At Franchisor's request, Franchisee shall purchase, lease, license, and/or subscribe to solely from suppliers that Franchisor has approved in writing, which may be Franchisor or its affiliate, and thereafter maintain, the Computer System, and comply with Franchisor's requirements, specifications and policies concerning the use of technology, as they may be specified in this Agreement, or specified or modified in the Manuals or otherwise in writing.

5.9.1 Franchisor shall have the right at any time to retrieve and use such data and information from Franchisee's Computer System or from such other technology or mobile applications or systems that support the 1 + 1 Cares network of franchisees or that Franchisor deems necessary or desirable. In view of the contemplated interconnection of computer systems and the necessity that such systems be compatible with each other, Franchisee expressly agrees that it shall strictly comply with Franchisor's standards and specifications for all item(s) associated with the Computer System, and will otherwise operate the Computer System and such other technology or mobile applications or systems in accordance with Franchisor's standards and specifications. To ensure full operational efficiency and optimum communication capability between and among equipment, computer systems and such other technology or mobile applications or systems installed and/or used by Franchisee, Franchisor, and other franchisees, Franchisee agrees, at its expense, that Franchisee shall keep its Computer System in good maintenance and repair, and, at its expense, and following the determination that Franchisor shall have the right to make, to the effect that same will prove economically or otherwise beneficial to all System franchisees, that Franchisee shall promptly install such additions, changes, modifications, substitutions and/or replacement to Franchisee's computer hardware, software, telephone and power lines, and other related facilities, as Franchisor directs periodically in writing. Franchisee shall provide to Franchisor, upon Franchisor's request, all e-mail lists and customer lists used or maintained by Franchisee on the Computer System or elsewhere.

5.9.2 Franchisor has the right, but not the obligation, to develop or have developed for it, or to designate, any or all of the following: (a) computer software programs and accounting system software that Franchisee must use in connection with the Computer System ("**Required Software**"), which Franchisee must install; (b) updates, supplements, modifications, or enhancements to the Required Software, which Franchisee must install; (c) the tangible media upon which such Franchisee must record or receive data; (d) the database file structure of Franchisee's Computer System; and (e) an Extranet for informational assistance, which may include the Manuals, training other assistance materials, and management reporting solutions.

5.9.3 Franchisee agrees to install and use the Computer System and Required Software in the manner that Franchisor requires, and to use only the Computer System and Required Software that Franchisor designates.

5.9.4 Franchisee agrees to implement and periodically upgrade and make other changes to the Computer System and Required Software as Franchisor may reasonably request in writing (collectively, "**Computer Upgrades**"), at Franchisee's own expense.

5.9.5 Franchisee agrees to comply with Franchisor's written specifications (whether in the Manuals or otherwise) with respect to the Computer System and the Required Software, and with respect to Computer Upgrades, at Franchisee's own expense.

5.9.6 Franchisee agrees to afford Franchisor unimpeded access to its Computer System and Required Software in the manner, form, and at the times that Franchisor requests.

5.9.7 Because changes to technology are dynamic and not predictable during the term of this Agreement, and in order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees: (a) that Franchisor will have the right to establish, in writing, reasonable new standards to address new technologies, whether published in the Manuals or otherwise in writing, and that Franchisor has the right to implement those changes in technology into the System; and (b) to abide by Franchisor's new standards as if this Section 5.9, and other technology provisions in this Agreement, were periodically revised for that purpose.

5.10 Customer Data. Franchisee agrees that all data that it collects from Clients, customers and potential Clients and customers in connection with the Franchised Business including information on referral sources and facilities ("**Customer Data**") is deemed to be owned exclusively by Franchisor. Franchisee has the right to use Customer Data while this Agreement or a successor or renewal Franchise Agreement is in effect, but only in connection with operating the Franchised Business and only in accordance with the policies that Franchisor establishes from time to time. Franchisee may not sell, transfer, or use Customer Data for any purpose other than operating the Franchised Business and marketing the Approved Services and Products. However, if Franchisee transfers the Franchised Business (as provided in Section 12.3 below), as part of the Transfer, Franchisee must also Transfer use of the Customer Data to the buyer as part of the total purchase price paid for the Franchised Business. Franchisee must secure from its vendors, customers, prospective customers, and others all consents and authorizations, and provide them all disclosures, that applicable law (including any Applicable Data Protection Laws) requires to transmit the Customer Data to Franchisor and its affiliates and for Franchisor and its affiliates to use that Customer Data in the manner that this Agreement contemplates.

5.11 Data Protection Obligations. For purposes of this Section 5.11, "Personal Information" means information that identifies, relates to, or could reasonably be linked to individuals, including but not limited to, Franchisee's customers, employees, independent contractors, and business contacts, and/or otherwise including particular elements of "personal information" as defined under Cal. Civ. Code § 1798.140.

5.11.1 Franchisee acknowledges and agrees that it will collect, process, and otherwise use Personal Information, and transfer Personal Information to Franchisor, in compliance with all applicable laws, rules, and regulations applicable to privacy and security of Personal Information, including, but not limited to, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act ("Applicable Data Protection Laws"). Franchisee agrees to hold Franchisor and its affiliates harmless of any liability and losses and expenses incurred, suffered or sustained by Franchisor and its affiliates, shareholders, officers, directors, employees and agents, as a result of Franchisee's non-compliance with Applicable Data Protection Laws.

5.11.2 Franchisee agrees to comply with Franchisor's standards and policies pertaining to Applicable Data Protection Laws. If there is a conflict between Franchisor's standards and policies pertaining to Applicable Data Protection Laws and actual applicable law, Franchisee shall: (i) comply with the requirements of applicable law; (ii) immediately give Franchisor written notice of said conflict; and (iii) promptly and fully cooperate with Franchisor and its counsel in determining the most effective way, if possible, to meet its standards and policies pertaining to Applicable Data Protection Laws within the bounds of applicable law. Franchisee agrees not to publish, disseminate, implement, revise, or rescind a data privacy policy without Franchisor's prior written consent as to said policy.

5.11.3 With regard to Personal Information that Franchisee may collect, receive, or otherwise process as a result of any agreements between Franchisee and Franchisor (or its subsidiaries or affiliates), including this Agreement, Franchisee agrees and certifies that it will:

5.11.3.1. Process Personal Information only for the limited and specified purposes of providing services requested by Franchisor.

5.11.3.2. Assist Franchisor with the resolution of any request or inquiries that Franchisor receives from individuals and/or data protection regulators relating to Franchisee's processing of Personal Information and, if and to the extent requested by Franchisor, cooperate with any regulators' requests.

5.11.3.3. Implement and maintain reasonable and appropriate physical, technical, and administrative safeguards, procedures, and practices to protect and maintain the confidentiality, security, accuracy, integrity, availability, and authenticity of Personal Information.

5.11.3.4. Notify Franchisor, and provide Franchisor with the ability to object, before transmitting Personal Information to a service provider, sub-processor, subcontractor, or other vendor.

5.11.3.5. Require any service provider, sub-processor, subcontractor, or other vendor that receives Personal Information to agree to provisions materially similar to those found within this Section 5.11.

5.11.3.6. Notify Franchisor if it believes that it can no longer meet the obligations of this Section 5.11.

5.11.3.7. Allow and contribute to reasonable audits by Franchisor, including inspections by the Franchisor or its auditor, to verify Franchisee's compliance with data processing and security obligations and Applicable Data Protection Laws.

5.11.4 For purposes of this Section 5.11, "Security Incident" means any actual or reasonably suspected unauthorized disclosure, release, access, or acquisition of Personal Information. In the event of any Security Incident, Franchisee shall notify Franchisor immediately but no later than forty-eight (48) hours after Franchisee or any of its vendors become aware of a Security Incident. Such notifications shall include, at a minimum, the following information to the extent known by Franchisee and as it becomes available: (i) detailed description of the Security Incident, (ii) the date or estimated date of the Security Incident, (iii) the date range of the Security Incident within which the Security Incident occurred, (iv) the type of Personal Information that was the subject of the Security Incident, whether the notification was delayed as a result of a law enforcement investigation, and (v) the identity of each impacted individual. Franchisee shall take immediate action to investigate the Security Incident and shall use industry standard, reasonable efforts to mitigate the effects of any such Security Incident. Franchisee shall also provide Franchisor with reasonable assistance to satisfy any legal obligations (including obligations to notify impacted individuals and any data protection regulator) of Franchisor in relation to such Security Incident

5.11.5 To the extent Franchisee's activities require a restricted transfer (as such term is defined under Applicable Data Protection Laws) of Personal Information to Franchisor, such restricted transfer shall be undertaken pursuant to a legal mechanism for transfer as approved under Applicable Data Protection Laws (which legal mechanism may include, without limitation, the entry into standard contract clauses for restricted transfers)

5.11.6 Franchisee further agrees and certifies that it will not:

5.11.6.1. Sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information to another business or a third party for monetary or other valuable consideration.

5.11.6.2. Retain, use, disclose, collect, sell, or otherwise process Personal Information for any purpose other than for the specific purpose of, and as necessary for, performing services for Franchisor pursuant to a written agreement(s). For clarity, Franchisee may not retain, use, or disclose the Personal Information for any other commercial purposes or outside of the direct business relationship between Franchisee and Franchisor.

5.11.6.3. Combine the Personal Information that it receives from Franchisor with the Personal Information that it receives from another company or business (or that it collects from its own interaction with individuals), except if expressly permitted to do so by Franchisor or required to do so by law.

5.11.6.4. Share, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, Personal Information for the purpose of cross-context behavioral advertising.

5.11.7 This Section 5.11 will survive expiration or termination of this Agreement and any other agreement(s) that may exist between Franchisee and Franchisor (or its subsidiaries or affiliates). Existing terms in such agreement(s) remain in effect except that this Section 5.11 controls in the event of a conflict with such terms. In the event of a breach of this Section 5.11, Franchisor may take reasonable and appropriate steps to stop and remediate the unauthorized use by Franchisee of Personal Information. Franchisee will make available to Franchisor all information requested by Franchisor to demonstrate Franchisee's compliance with the obligations set out in this Section 5.11.

5.12 Website. Franchisor will maintain a Website for the benefit of Franchisor and its franchisees. Franchisee shall not establish a Website or permit any other party to establish a Website that relates in any manner to the Franchised Business or refers to the Marks without Franchisor's prior written consent. Franchisor has the right, but not the obligation, to provide one or more references or webpage(s) to Franchisee's Franchised Business, as Franchisor may periodically designate, within 1 + 1 Cares Website. (The term "**Website**" as used in this Agreement means one or more related documents, designs, pages, or other communications that can be accessed through electronic means, including the Internet, World Wide Web, social networking sites (including Facebook, X (formerly known as Twitter), LinkedIn, Instagram, YouTube, etc.), blogs, vlogs, and other applications, etc.). Franchisee agrees, if Franchisor so requires, to establish maintain, and update a Website other than or in addition to the 1 + 1 Cares Website for the Franchised Business, and/or to engage the supplier(s) that Franchisor may, at its option, designate to establish, maintain, and update such Website on Franchisee's behalf. If Franchisor approves in writing a request for Franchisee to use a Website, or if Franchisor instructs Franchisee to establish and maintain a Website for the Franchised Business, then Franchisor shall have the right to require that Franchisee meet any or all of the following requirements (but this provision is not meant to imply that Franchisor is obligated to permit Franchisee to have its own Website):

5.12.1 Franchisee agrees that any Website that is maintained for Franchisee's benefit or that Franchisee owns will be deemed "**advertising**" under this Agreement, and will be subject to (among other things) Franchisor's prior written approval pursuant to Section 6 below.

5.12.2 Franchisee agrees not to use or modify any such Website without Franchisor's prior written approval as to such proposed use or modification.

5.12.3 Franchisee agrees, in addition to any other applicable requirements, to comply with Franchisor's written standards and specifications for Websites, whether set forth in the Manuals or otherwise.

5.12.4 Franchisee shall pay the then-current Technology Fee and sign any agreements that Franchisor may require in connection with the Website.

5.13 Business Management System. Franchisee agrees to record all sales on computer-based client management systems that Franchisor has the right to designate or approve in the Manual or otherwise in writing ("**Business Management System**"). The Business Management System is deemed to be part of Franchisee's Computer System. Franchisee must utilize computer-based devices, software and/or hardware that are fully compatible with any program or system that Franchisor has the right to designate, and Franchisee must record all Client Billings and all revenue information on such equipment.

5.14 E-Mail, Internet and Other Media. Franchisee must comply with Franchisor's requirements and policies (as described in the Manuals or otherwise in writing) with respect to the transmission of all e-mails and other electronic communications in connection with the Franchised Business, and in connection with discussing, advertising, or disseminating any information, or otherwise having a presence, on the Internet, or in any other media, regarding the Franchised Business. Such activities include participation in any Internet "blogs" or social networking sites. Any such activities which are not expressly permitted in the Manuals or otherwise in writing, or for which Franchisee has not previously received approval from Franchisor, shall be subject to Franchisor's approval as described in Section 6 below.

5.14.1 Franchisee agrees that exchanging information with Franchisor by e-mail is an important way to enable quick, effective, and efficient communication, and that Franchisor and Franchisee are entitled to rely upon each other's use of e-mail for communicating as part of the economic bargain underlying this Agreement. To facilitate the use of e-mail to exchange information, Franchisee authorizes the transmission of e-mail by Franchisor and Franchisor's employees, vendors, and affiliates (on matters pertaining to the business contemplated hereunder) (together, "**Official Senders**") to Franchisee and Franchisee's employees during the term of this Agreement. Franchisor's list of Official Senders shall be the master and official list of Official Senders.

5.14.2 Franchisee agrees not to transmit or cause any other party to transmit advertisements or solicitations by telephone, text, or e-mail or other electronic media without Franchisor's prior written consent as to: (a) the content of such advertisements or solicitations; and (b) Franchisee's plan for transmitting such advertisements or solicitations. Franchisor's review of Franchisee's advertisements or solicitations, or of Franchisee's plan for transmitting such advertisements or solicitations, is only for Franchisor's benefit and Franchisor's review will pertain to whether the proposed advertisements or solicitations comply with Franchisor's standards and specifications. Franchisee agrees that it will be solely responsible for complying with any laws pertaining to sending such advertisements and solicitations, including the Controlling the Assault of Non-Solicited Pornography and Proprietary Marketing Act of 2003 (known as the "CAN-SPAM Act of 2003") and the Telephone Consumer Protection Act of 1991.

5.14.3 Franchisee agrees that: (a) Official Senders are authorized to send e-mails to Franchisee and its employees; (b) Franchisee will cause its officers, directors, and employees (as a condition of their employment or position with Franchisee) to give their consent (in an e-mail, electronically, or in a pen-and-paper writing, as Franchisor may reasonably require) to Official Senders' transmission of e-mails and faxes to those persons, and that such persons shall not opt-out, or otherwise ask to no longer receive e-mails, from Official Senders during the time that such person works for or is affiliated with Franchisee; and (c) Franchisee will not opt-out, or otherwise ask to no longer receive e-mails, from Official Senders during the term of this Agreement.

5.14.4 The consent given above in this Section 5.14 will not apply to the provision of formal notices under this Agreement by either party using e-mail unless and until the parties have otherwise agreed, in a pen-and-paper writing that both parties have signed.

5.15 Credit Cards and Other Methods of Payment. At all times, Franchisee must maintain credit-card relationships with the credit- and debit-card issuers or sponsors, check or credit verification services, financial-center services, and electronic-funds-transfer systems that Franchisor designates as mandatory, and Franchisee must not use any such services or providers that Franchisor has not approved in writing or for which Franchisor has revoked its approval. Franchisor has the right to modify its requirements and designate additional approved or required methods of payment and vendors for processing such payments, and to revoke its approval of any service provider. Franchisee must comply with all credit-card policies as prescribed in the Manuals. Franchisee must comply with the Payment Card Industry Data Security Standards ("**PCI DSS**") as they may be revised and modified by the Payment Card Industry Security Standards Council (see www.pcisecuritystandards.org), or such successor or replacement organization and/or in accordance with other standards as Franchisor may specify, and the Fair and Accurate Credit Transactions Act ("**FACTA**"). Franchisee shall also upgrade periodically its Business Management System and related software, at Franchisee's expense, to maintain compliance with PCI DSS, FACTA, and all related laws and regulations.

5.16 Prices. With respect to the sale of all services and products, Franchisee shall have sole discretion as to the prices to be charged to its Clients and customers; provided, however, that Franchisor may establish, advertise, and promote minimum and/or maximum prices on such products or services, subject to compliance with applicable laws. If Franchisor has imposed such a minimum or maximum price on a particular product or service, and subject to applicable law, Franchisee may not charge a price for such product in excess of the maximum price set by Franchisor or below the minimum price set by Franchisor.

5.17 Franchisee Structure; Operating Principal and Owners. Franchisee shall, at all times during the term of this Agreement, be organized as a corporation or limited liability company as further described below:

5.17.1 Except as otherwise approved in writing by Franchisor, if Franchisee is a corporation, it shall: (i) be newly organized, and confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Franchised Business; (ii) furnish Franchisor with a copy of its articles or certificates of incorporation and bylaws, as well as such other documents as Franchisor may reasonably request, and any amendment thereto; (iii) maintain stop transfer instructions on its records against the transfer of any equity securities and shall only issue securities upon the face of which a legend, in a form satisfactory to Franchisor, appears which references the transfer restrictions imposed by this Agreement; (iv) not issue any voting securities or securities convertible into voting securities; and (v) maintain a current list of all owners of record and all beneficial owners of any class of voting stock of Franchisee and furnish the list to Franchisor upon request, which list shall be amended to reflect changes in ownership, as permitted under this Agreement.

5.17.2 If a Franchisee is a limited liability company, Franchisee shall: (i) be newly organized, and confine its activities, and its governing documents shall at all times provide that its activities are confined, exclusively to operating the Franchised Business; (ii) furnish Franchisor with a copy of its articles of organization and operating agreement, as well as such other documents as Franchisor may reasonably request, and any amendments thereto; (iii) prepare and furnish to Franchisor, upon request, a current list of all members and managers in Franchisee, which list shall be amended to reflect changes in ownership, as permitted under this Agreement; and (iv) maintain stop transfer instructions on its records against the transfer of equity securities and shall only issue securities upon the face of which bear a legend, in a form satisfactory to Franchisor, which references the transfer restrictions imposed by this Agreement.

5.17.3 Franchisee shall designate, subject to the review and approval or disapproval by Franchisor, individuals to serve in the following positions:

5.17.3.1. Operating Principal. An Operating Principal shall participate personally in the direct operation of the Franchised Business. Franchisee shall notify Franchisor promptly if the individual serving as the Operating Principal for the Franchised Business no longer serves as an employee of Franchisee or no longer meets the requirements of being an Operating Principal for the Franchised Business. "**Operating Principal**" shall mean an individual who: (1) has completed Franchisor's required training program, (2) Franchisor has approved to supervise the day-to-day operations of the Franchised Business, and (3) owns at least fifty-one percent (51%) of the equity interest in Franchisee.

5.17.3.2. Owners: An "**owner**" is any person that has any direct or indirect interest in Franchisee, or in any entity that has any direct or indirect ownership interest in Franchisee. All owners along with their ownership interests, shall be identified in Exhibit C hereto, and any change in ownership, whether subject to Section 12.3 or not, shall be provided to Franchisor, in advance and in writing, and Exhibit C shall be amended to reflect all changes in ownership.

5.17.3.3. General Manager: Franchisee shall designate a Franchised Business general manager, subject to approval by Franchisor, and satisfactory completion of Franchisor's training programs, who shall be responsible for the direct oversight and management of the day-to-day operations and personnel at the Franchised Business (the "General Manager"). The General Manager and the Principal Operator may be the same person, if he/she is qualified to perform both roles and duties, and is approved by Franchisor.

5.18 Personal Guarantee. Concurrent with its execution of this Agreement, each owner shall execute the Guarantee, Indemnification and Acknowledgement in the form attached to this Agreement as Exhibit D, provided, however, that no guarantee shall be required from a person who acquires Franchisee's securities (other than a controlling interest) if and after Franchisee becomes registered under the Securities Exchange Act of 1934. In addition, Franchisor may require that the spouse (or domestic partner or other immediate family member) of an owner sign the Guarantee, Indemnification and Acknowledgment.

5.19 System Modifications. Franchisee acknowledges and agrees that from time to time hereafter Franchisor may change or modify the System as Franchisor deems appropriate, including to reflect the changing market and/or to meet new and changing consumer demands, and that variations and additions to the System may be required from time to time to preserve and enhance the public image of the System and operations of 1 + 1 Cares Businesses. Franchisor's changes to the System may include additions, deletions, or other modifications to the Approved Services and Products, to the adoption and use of new or modified products, services, equipment and furnishings and new techniques and methodologies relating to the operation of a 1 + 1 Cares Business, and new trademarks, service marks and copyrighted materials. Notwithstanding the provisions and limitations of Section 5.9, Franchisee shall, upon reasonable notice, accept, implement, use in the operation of the Franchised Business any such changes in the System, as if they were part of this Agreement at the time of execution hereof, at Franchisee's sole expense. Additionally, Franchisor reserves the right, in its sole discretion, to vary the standards throughout the System, as well as the services and assistance that Franchisor may provide to some franchisees based upon the peculiarities of a particular circumstance, existing business practices, or other factors that Franchisor deems to be important to the operation of any 1 + 1 Cares Business or the System. Franchisee shall have no recourse against Franchisor on account of any variation to any franchisee and shall not be entitled to require Franchisor to provide Franchisee with a like or similar variation hereunder.

5.20 No Third-Party Management. The Franchised Business shall be operated under the control and supervision of Franchisee, its Principal Operator, the General Manager or another general manager hired by and employed by Franchisee and approved by Franchisor. Franchisee shall not hire or retain a management company, manager (other than an employee manager trained and approved by Franchisor), or third party to undertake any of the management or operational functions of the Franchised Business.

6. ADVERTISING AND MARKETING

Recognizing the value of advertising and marketing, and the importance of the standardization of advertising and marketing programs to the furtherance of the goodwill and public image of the System, the parties agree as follows:

6.1 Establishment of Brand Development Fund and Regional Cooperative. Franchisor shall have the right to establish the Brand Development Fund and/or a Regional Cooperative, as described in this Section 6.

6.2 Brand Development Fund. Franchisor may establish and administer a system-wide advertising, marketing, public relations, promotional, and/or brand development fund, which may be referred to as the "**Brand Development Fund**," or such other name as Franchisor may designate, in the manner set forth in Section 6 and the Manuals. Commencing once Franchisor has established the Brand Development Fund and continuing for each week thereafter during the term of this Agreement, Franchisee shall contribute the fee described in Section 3.4 hereof (the "**Brand Development Fund Fee**"), which means that Franchisor shall deduct the Brand development Fund Fee from Franchisee's weekly Commissions. Franchisor shall have the right to increase the Brand Development Fund Fee by not more than one percent (1%) of the Franchised Business' Client Billings per year. During the term of this Agreement, the Brand Development Fund Fee shall not exceed three percent (3%) of the Franchised Business' Client Billings. For all 1 + 1 Cares Businesses owned by Franchisor, Franchisor shall contribute to the Brand Development Fund and/or Regional Cooperative (as described below) on the same basis as franchisees. The Brand Development Fund shall be maintained and administered by Franchisor or its designee, as follows:

6.2.1 Franchisor or its designee shall have the right to direct all advertising programs, as well as all aspects thereof, including the concepts, materials, and media used in such programs and the placement and allocation thereof. The Brand Development Fund is intended to maximize general public recognition, acceptance, perception of, and use of the System; and Franchisor and its designee are not obligated, in administering the Brand Development Fund, to make expenditures for Franchisee which are equivalent or proportionate to Franchisor's contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Brand Development Fund.

6.2.2 The Brand Development Fund, all contributions thereto, and any earnings thereon, shall be used exclusively (except as otherwise provided in this Section 6.2) to meet any and all costs of maintaining, administering, directing, conducting, creating and/or otherwise preparing brand development, advertising, marketing, public relations and/or promotional programs and materials, and any other activities which Franchisor believes will enhance the image of the System, including the costs of preparing and/or conducting: media advertising campaigns; social media campaigns; direct mail advertising; marketing surveys and other public relations activities; employing advertising and/or public relations agencies to assist therein; brand research and development; developing and hosting marketing, brand development and enhancement, and Client and customer engagement seminars for franchisees; purchasing promotional items; developing new or modified trade dress and marks; design and photographs; conducting and administering visual merchandising, and other merchandising programs; purchasing media space or time (including all associated fees and expenses); administering regional and multi-regional marketing and advertising programs; market research and Client and customer satisfaction surveys; the creative development of, and actual production associated with, premium items, giveaways, promotions, contests, public relation events, and charitable or non-profit events and sponsorships; developing, implementing and maintaining an electronic commerce website and/or related strategies; maintaining and developing one (1) or more websites devoted to the System, the Marks and/or the "1 + 1 CARES" brand; providing promotional and other marketing materials and services to the 1 + 1 Cares Businesses operated under the System; and the salaries of Franchisor employees to the extent such employees provide services in conjunction with System marketing activities. The Brand Development Fund may also be used to provide rebates or reimbursements to franchisees for local expenditures on products, services, or improvements, approved in advance by Franchisor, which products, services, or improvements Franchisor shall have the right to determine will promote general public awareness and favorable support for the System.

6.2.3 Franchisee shall contribute to the Brand Development Fund in the manner specified by Franchisor. All sums paid by Franchisee to the Brand Development Fund shall be maintained in an account separate from Franchisor's other monies. Franchisor shall have the right to charge the Brand Development Fund for such reasonable administrative costs and overhead as may incur in activities reasonably related to the direction and implementation of the Brand Development Fund and advertising programs for franchisees and the System, including costs of personnel for creating and implementing, advertising, merchandising, promotional and marketing programs and accounting services reasonably related to the operation and functions of the Brand Development Fund. The Brand Development Fund and its earnings shall not otherwise inure to Franchisor's benefit. Franchisor or its designee shall maintain separate bookkeeping accounts for the Brand Development Fund.

6.2.4 The Brand Development Fund is not intended to be, and will not be used for, Franchisor's ordinary operating expenses, nor is it a trust, and Franchisor does not assume any fiduciary obligation to Franchisee for maintaining, directing or administering the Brand Development Fund or for any other reason. A statement of the operations of the Brand Development Fund as shown on Franchisor's books shall be prepared annually by Franchisor and shall be made available to Franchisee upon written request by Franchisee.

6.2.5 Although the Brand Development Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Brand Development Fund. The Brand Development Fund shall not be terminated, however, until all monies in the Brand Development Fund have been expended for advertising and/or promotional purposes or returned to Brand Development Fund contributors.

6.2.6 The Brand Development Fund may be audited by Franchisor at its option, but Franchisor has no obligation to conduct an audit.

6.3 Franchisor shall have the right to designate any geographical area for the purpose of establishing a market brand development and promotional cooperative fund ("**Regional Cooperative**"). If a Regional Cooperative for the geographic area in which the Franchised Business is located has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Regional Cooperative, unless otherwise permitted by Franchisor. If a Regional

Cooperative for the geographic area in which the Franchised Business is located is established during the term of this Agreement, Franchisee shall become a member of such Regional Cooperative within thirty (30) days after the date on which the Regional Cooperative commences operation, unless otherwise permitted by Franchisor. In no event shall Franchisee be required to be a member of more than one (1) Regional Cooperative relating to the Franchised Business. Franchisee shall contribute to the Regional Cooperative of which Franchisee is a member an amount each calendar month during the term of this Agreement that is determined by Franchisor, which shall not be more than 50% of the then-current Local Marketing Requirement (the "**Regional Cooperative Fee**"), unless a majority of the Regional Cooperative votes to increase this threshold; provided that any amount paid by Franchisee toward the Regional Cooperative Fee will be credited towards Franchisee's obligation to expend the Local Marketing Requirement, described in Section 6.4. The following provisions shall apply to each such Regional Cooperative:

6.3.1 Each Regional Cooperative shall be organized (including bylaws and other formation documents) and governed in a form and manner, and shall commence operations on a date, approved in advance by Franchisor in writing. Unless otherwise specified by Franchisor, the activities carried on by each Regional Cooperative shall be decided by a majority vote of its members. Any 1 + 1 Cares Businesses that Franchisor operates in the region shall have the same voting rights as those owned by franchisees. Each 1 + 1 Cares Business owner shall be entitled to cast one (1) vote for each 1 + 1 Cares Business owned.

6.3.2 Each Regional Cooperative shall be organized for the exclusive purpose of administering regional marketing programs and developing, subject to Franchisor's approval, standardized promotional materials for use by the members in local marketing.

6.3.3 No marketing or promotional plans or materials may be used by a Regional Cooperative or furnished to its members without Franchisor's prior approval, pursuant to the procedures and terms as set forth in this Agreement.

6.3.4 Franchisee shall submit Franchisee's required contribution to the Regional Cooperative at the time required under Section 3.7 above, together with such statements or reports as may be required by Franchisor or by the Regional Cooperative with Franchisor's prior written approval. If so requested by Franchisor in writing, Franchisee shall submit Franchisee's payments and reports to the Regional Cooperative directly to Franchisor for distribution to the Regional Cooperative.

6.3.5 A Regional Cooperative, may at Franchisor's option, be managed or administered by a designee of Franchisor.

6.3.6 Although once established, each Regional Cooperative is intended to be of perpetual duration, Franchisor shall maintain the right to terminate any Regional Cooperative. A Regional Cooperative shall not be terminated, however, until all monies in that Regional Cooperative have been expended for marketing and/or promotional purposes or returned to its members.

6.4 <u>Local Marketing Requirement.</u> Franchisee must spend at least One Thousand Dollars ($1,000) per month on Local Marketing (defined below in Section 6.5) (the "**Local Marketing Requirement**") within the Territory. All local marketing by Franchisee shall be in such media, and of such type and format as Franchisor may approve; shall be conducted in a dignified manner; shall conform to such standards and requirements as Franchisor may specify; and shall comply with all applicable laws. Franchisee shall not use any marketing, advertising or promotional plans or materials unless and until Franchisee has received written approval from Franchisor, pursuant to the procedures and terms set forth in Section 6.6 below. Franchisee shall comply with all of Franchisor's written instructions, policies, procedures, and restrictions regarding advertising and marketing. Franchisee shall furnish Franchisor, within five (5) days after Franchisor's request, evidence satisfactory to Franchisor confirming Franchisee's expenditure of the Local Marketing Requirement. Franchisor reserves the right to increase the amount that Franchisee must spend by up to ten percent (10%) during each year of the Term. Upon Franchisor's request, Franchisee must provide Franchisor with invoices to show Local Marketing Requirement expenditures.

6.5 Costs of Local Marketing. As used in this Agreement, the term "**Local Marketing**" shall consist only of the direct costs of purchasing and producing marketing advertising materials (including, but not limited to, camera ready advertising and branded materials), media (space or time), and those direct out of pocket expenses related to costs of marketing, advertising and sales promotion spent by Franchisee in the Territory, postage, shipping, telephone, and photocopying; however, the parties expressly agree that advertising and sales promotion shall not include costs or expenses incurred by or on behalf of Franchisee in connection with any of the following:

6.5.1 Salaries and expenses of any employees of Franchisee, including salaries or expenses for attendance at advertising meetings or activities, or incentives provided or offered to such employees;

6.5.2 Charitable, political, or other contributions or donations, whether in cash or services; or

6.5.3 The value of discounts provided to customers.

6.6 Approvals. For all proposed local marketing, Franchisee shall submit samples of such plans and materials to Franchisor in the manner that Franchisor prescribes, for Franchisor's review and prior written approval (except with respect to prices to be charged by Franchisee). If written approval is not received by Franchisee from Franchisor within fifteen (15) days after the date of receipt by Franchisor of such samples or materials, Franchisor shall be deemed to have disapproved them. Franchisee acknowledges and agrees that any and all copyright in and to advertising and promotional materials developed by or on behalf of Franchisee shall be the sole property of Franchisor, and Franchisee agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision.

6.7 Promotional Materials. Franchisor may make available to Franchisee from time to time, at Franchisee's expense, advertising plans and promotional materials, including newspaper mats, merchandising materials, sales aids, special promotions, direct mail materials, community relations programs, and similar advertising and promotional materials for use in local marketing. Franchisor may provide periodic marketing assistance to Franchisee, including telephone, video conference and email marketing assistance, and templates or other materials for email-based marketing. Franchisor shall have the right to require all advertising and promotional materials and accessories, signs, decorations, all forms and stationery used in the Franchised Business, and other items which may be designated by Franchisor, to bear the Franchisor's then-current Marks and logos in the form, color, location, and manner then-prescribed by Franchisor.

6.8 Initial Launch Advertising. Within thirty (30) days of the opening of the Franchised Business, Franchisee is required to spend a minimum of $3,000 on initial launch marketing and promotions ("**Initial Launch Advertising**") in the Territory. At Franchisor's option, the amount required to be spent may be as high as $6,000 per month. The Initial Launch Advertising will include events and social media announcements that will help the Franchised Business to gain initial exposure. Franchisor reserves the right to collect either all or some portion the Initial Launch Advertising amount from Franchisee and implement the Initial Launch Advertising amount on Franchisee's behalf.

7. RECORDS AND REPORTS

7.1 Records. Franchisee shall maintain for a period of not less than three (3) years during the term of this Agreement, and, for not less than three (3) years following the termination, expiration, or non-renewal of this Agreement, full, complete, and accurate books, records, and accounts in accordance with generally accepted accounting principles, as required by law, and in the form and manner prescribed by Franchisor from time to time in the Manuals or otherwise in writing. Franchisee shall prepare and maintain all books and records required under this Agreement and as prescribed by Franchisor during each fiscal year during the term of this Agreement and for the three (3) years prior to each fiscal year. To the extent books and records are created and/or maintained in an electronic form, all such books and records must be capable of being reviewed by Franchisor or its designee without special hardware or software.

7.2 Periodic Reports. Franchisee shall, at its expense, provide to Franchisor, in a format specified by Franchisor, such financial and operating reports that Franchisor prescribes. If any such reports are provided by Franchisee after their respective due date, then Franchisee shall pay to Franchisor a fee of $100 per week or partial week that any report is late ("**Late Report Fee**").

7.3 Reporting Requirements. In addition to the Sales Reports required pursuant to Section 3.3, Franchisee shall also submit to Franchisor such other forms, reports, records, information, and data as and when Franchisor may reasonably designate, in the form and format, and at the times and places reasonably required by Franchisor, upon request and as specified from time to time in the Manuals or otherwise in writing.

7.4 Audit. Franchisor or its designee shall have the right at all reasonable times to examine, copy, and/or personally review or audit, at Franchisor's expense, all books, records, and sales and income tax returns of Franchisee. Franchisee shall cooperate fully with all audits and requests for information made by Franchisor or its designees. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If an inspection should reveal that any payments have been understated or overstated in any report to Franchisor, then Franchisee shall immediately pay Franchisor, in the event of an understatement, the amount understated upon demand, in addition to interest from the date such amount was due until paid, at the rate of one and one half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less. If an inspection is necessitated because Franchisee fails to timely provide Sales Reports or if an inspection discloses an understatement in any report by Franchisee of two percent (2%) or more, Franchisee shall, in addition, reimburse Franchisor for any and all costs and expenses connected with the inspection (including, without limitation, travel, lodging and wages expenses, and reasonable accounting and legal costs). The foregoing remedies shall be in addition to any other remedies Franchisor may have.

7.5 Data. All data provided by Franchisee in any form, and whether required by this Section 7.5 or any other requirement under the System or in the Manuals, including data uploaded to Franchisor's computer system from Franchisee's Computer System, and/or downloaded from the Franchisee's Computer System to Franchisor's computer system, is and will be owned exclusively by Franchisor, including without limitation, Customer Data (described in Section 5.10 above), customer lists and email lists, and Franchisor will have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee. In addition, all other data created or collected by Franchisee in connection with the System, or in connection with Franchisee's operation of the business (including but not limited to consumer and transaction data), is and will be owned exclusively by Franchisor during the term of, and following termination or expiration of, this Agreement. Copies and/or originals of such data must be provided to Franchisor upon Franchisor's request. Franchisor hereby licenses use of such data back to Franchisee, at no additional cost, solely for the term of this Agreement and solely for Franchisee's use in connection with the business franchised under this Agreement. Franchisor may use all such information, data, and reports in any manner, including, without limitation, providing financial and operating reports to franchisees and operators operating under the System, preparing franchise disclosure documents, and providing information to prospective franchisees, and/or in complying with government regulations.

8. <u>MARKS</u>

8.1 <u>Ownership of the Marks</u>. Franchisor represents with respect to the Marks that:

8.1.1 Franchisor's affiliate, Careforce Software, LLC, is the owner of all right, title, and interest in and to the Marks.

8.1.2 Franchisor's affiliate has taken and will take all steps reasonably necessary to preserve and protect Franchisor's affiliate's ownership of, and validity in, the Marks.

8.1.3 Franchisor's affiliate has granted Franchisor the right to use, and sublicense the right to use, the Marks and the System in connection with the development and operation of 1 + 1 Cares Businesses.

8.2 <u>Use of the Marks</u>. With respect to Franchisee's use of the Marks, Franchisee agrees that:

8.2.1 Franchisee shall use only the Marks designated by Franchisor, and shall use them only in the manner authorized and permitted by Franchisor; all items bearing the Marks shall bear the then-current logo.

8.2.2 Franchisee shall use the Marks only for the operation of the business franchised hereunder, or in Franchisor approved marketing for the business conducted within the Territory.

8.2.3 Unless Franchisor otherwise directs Franchisee, in writing, to do so, Franchisee shall operate and advertise the Franchised Business only under the name "1 + 1 CARES," without prefix or suffix.

8.2.4 During the term of this Agreement and any renewal of this Agreement, Franchisee shall identify itself (in a manner reasonably acceptable to Franchisor) as the independent owner of the Franchised Business in conjunction with any use of the Marks, including uses on invoices, order forms, receipts, and contracts, as Franchisor may designate in writing.

8.2.5 Franchisee's right to use the Marks is limited to such uses as are authorized under this Agreement, and any unauthorized use thereof shall constitute an infringement of Franchisor's rights.

8.2.6 Franchisee shall not use the Marks to incur any obligation or indebtedness on behalf of Franchisor.

8.2.7 Franchisee shall not use the Marks or any variant thereof as part of its corporate or other legal name, or as part of any e-mail address, domain name, websites or other identification of Franchisee in any electronic medium (including e-mail addresses, account names in a social media site, and the like) of Franchisee or the Franchised Business in any forum or medium.

8.2.8 Franchisee shall execute any documents deemed necessary by Franchisor to obtain protection for the Marks or to maintain their continued validity and enforceability

8.2.9 Franchisee shall promptly notify Franchisor of any suspected infringement of the Marks, any known challenge to the validity of the Marks, or any known challenge to Franchisor's ownership of, or Franchisee's right to use, the Marks licensed hereunder. Franchisee acknowledges that Franchisor or its affiliate shall have the right to direct and control any administrative proceeding or litigation involving the Marks, including any settlement thereof. Franchisor or its affiliate shall also have the right, but not the obligation, to take action against uses by others that may constitute infringement of the Marks.

8.2.10 Except to the extent that any litigation involving the Marks is the result of Franchisee's use of the Marks in a manner inconsistent with the terms of this Agreement or involving any other claim against Franchisor, Franchisor or its affiliate shall reimburse Franchisee for its out of pocket litigation costs in doing such acts and things, except that Franchisee shall bear the salary costs of its employees, and Franchisor or its affiliate shall bear the costs of any judgment or settlement but only if the claim on which the judgment or settlement is made is solely related to the validity or ownership of the mark. To the extent that such litigation is the result of Franchisee's use of the Marks in a manner inconsistent with the terms of this Agreement, Franchisee shall reimburse Franchisor or its affiliate for the cost of such litigation (or, upon Franchisor's written request, pay Franchisor's legal fees directly), including attorney's fees, as well as the cost of any judgment or settlement. If Franchisor or its affiliate undertakes the defense or prosecution of any litigation relating to the Marks, Franchisee shall execute any and all documents and do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution, including becoming a nominal party to any legal action.

8.3 Franchisee Acknowledgements Regarding the Marks. Franchisee expressly understands and acknowledges that:

8.3.1 As between Franchisee and Franchisor, Franchisor or its affiliates are the exclusive owner of the Marks. The Marks are valid, owned by Franchisor's affiliate, and serve to identify the System and those who are authorized to operate under the System.

8.3.2 Neither Franchisee nor any Principal of Franchisee shall directly or indirectly contest the validity or Franchisor's affiliate's ownership of the Marks, nor shall Franchisee, directly or indirectly, seek to register the Marks with any government agency, except with Franchisor's and its affiliate's express prior written consent.

8.3.3 Franchisee's right to use Marks is derived solely from this Agreement and limited to its operation of the Franchised Business pursuant to and in compliance with this Agreement and Franchisor's standards and specifications. Franchisee's use of the Marks does not give Franchisee any ownership interest or other interest in or to the Marks, except the license granted by this Agreement.

8.3.4 Any and all goodwill arising from Franchisee's use of the Marks shall inure solely and exclusively to Franchisor's affiliate's benefit. This Agreement does not confer any goodwill or other interests in Marks upon Franchisee other than the limited right to operate the Franchised Business in compliance with this Agreement. Upon expiration or termination of this Agreement and the license herein granted, no monetary amount shall be assigned as attributable to any goodwill associated with Franchisee's use of the System or the Marks.

8.3.5 The right and license of the Marks granted hereunder to Franchisee is nonexclusive, and Franchisor and its affiliate thus have and retain the rights, among others:

8.3.5.1. To use the Marks itself in connection with selling services and products;

8.3.5.2. To grant other licenses for the Marks, in addition to those licenses already granted to existing franchisees or other licensees authorized to operate using the Marks;

8.3.5.3. To develop and establish other systems using the same or similar marks, or any other marks, and to grant licenses or franchises thereto without providing any rights therein to Franchisee.

8.3.6 Franchisor may, at any time, at its sole option, require Franchisee to use any additional, alternative, or substitute Marks. If Franchisor for any reason is required to or deems it advisable to modify or discontinue the use of any Marks and/or use one or more additional, alternative, or substitute trademarks or service marks, Franchisee will comply with Franchisor's directions within a reasonable time after receiving notice from Franchisor. All costs and expenses relating to the modification or discontinuance of the use of any Marks and/or the use of one or more additional, alternative, or substitute trademarks or service marks will be paid by Franchisee. All provisions of this Agreement applicable to Marks apply to any additional, alternative, or substitute trademarks and service marks or other commercial symbols that Franchisor authorizes Franchisee to use pursuant to this Agreement.

9. MANUALS

9.1 Manuals. In order to protect the reputation and goodwill of Franchisor, its affiliates, the 1 + 1 Cares brand, and the System, and to maintain high standards of operation under Franchisor's Marks, Franchisee shall conduct its business in accordance with the Manuals, one (1) copy of which Franchisee acknowledges having received on loan from Franchisor for the term of this Agreement. The Manuals may consist of multiple volumes of printed text, video and/or audio tapes and files, computer disks, and other electronically stored data, and various and periodic or episodic operational and/or management bulletins, in any format, and Franchisee acknowledges and agrees that Franchisor may provide a portion or all of the Manuals (including updates and amendments), and other instructional information and materials in, or via, electronic media, including through the Internet.

9.2 Confidentiality of the Manuals. Franchisee shall at all times treat the Manuals, any other manuals created for or approved for use in the operation of the Franchised Business, and the information contained therein, as confidential, and shall use best efforts to maintain such information as secret and confidential, protect it from viewing by others, and treat the Manuals with the same degree of care as it would treat its most highly confidential documents. Franchisee shall not at any time copy, duplicate, record, or otherwise reproduce the foregoing materials, in whole or in part, nor otherwise make the same available to any unauthorized person.

9.3 Protection of the Manuals. The Manuals shall at all times remain the sole property of Franchisor and shall at all times be kept in a secure place on the business premises of Franchisee. Franchisee shall ensure that the Manuals are kept current and up to date; and, in the event of any dispute as to the contents of the Manuals, the terms of the master copy of the Manuals maintained by Franchisor at Franchisor's home office shall be controlling.

9.4 Revisions to the Manuals. Franchisor may from time to time revise the contents of the Manuals, and Franchisee expressly agrees to make corresponding revisions to its copy of the Manuals and to comply with each new or changed standard immediately upon receipt of such revision.

10. CONFIDENTIALITY AND COVENANTS NOT TO COMPETE

10.1 Confidential Information. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any confidential information, trade secrets, knowledge, or know-how concerning the System or the methods of operation of the business franchised hereunder which may be communicated to Franchisee or of which Franchisee may be apprised by virtue of Franchisee's operation under the terms of this Agreement (the "**Confidential Information**"). Franchisee shall divulge such Confidential Information only to such of its employees as must have access to it in order to operate the Franchised Business. Any and all information, knowledge, know-how, and techniques which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Franchisee can demonstrate came to its attention prior to disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others. Any employee who may have access to any Confidential Information regarding the Franchised Business shall execute a covenant that s/he will maintain the confidentiality of information they receive in connection with their association with Franchisee. Such covenants shall be on a form provided by Franchisor, which form shall, among other things, designate Franchisor as a third party beneficiary of such covenants with the independent right to enforce them. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Manuals.

10.2 Irreparable Injury. Franchisee acknowledges that any failure to comply with the requirements of this Section 10 will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable attorney's fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Section 10.

10.3 Information Exchange. Franchisee agrees to disclose to Franchisor all ideas, concepts, methods, techniques and products conceived or developed by Franchisee, its affiliates, owners, agents, or employees during the term of this Agreement relating to the development and/or operation of the Franchised Business. Franchisee hereby agrees that Franchisor or its affiliates own any such ideas, concepts, methods, techniques, and products and shall execute and obtain the execution of such documents as Franchisor or its affiliate may prescribe to affect such ownership. Franchisor shall have no obligation to make any payments to Franchisee with respect to any such ideas, concepts, methods, techniques or products. Franchisee agrees that Franchisee will not use or allow any other person or entity to use any such concept, method, technique or product without obtaining Franchisor's prior written approval.

10.4 Full Time and Best Efforts. During the term of this Agreement, except as otherwise approved in writing by Franchisor, the Operating Principal or a Manager appointed in accordance with Section 5 shall devote full time, energy, and best efforts to the management and operation of the Franchised Business.

10.5 In-Term Covenants. Franchisee acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including information regarding Franchisor's operational, sales, promotional, and marketing methods and techniques and the System. During the term of this Agreement, except as otherwise approved in writing by Franchisor, Franchisee shall not within anywhere in the United States, either directly or indirectly, for Franchisee, or through, on behalf of, or in conjunction with any person, persons, partnership, corporation, or entity:

10.5.1 Divert or attempt to divert any business or customer of the Franchised Business or of any 1 + 1 Cares Business using the System to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks, brand, and the System.

10.5.2 Except as otherwise approved in writing by Franchisor directly or indirectly own, maintain, operate, engage in, have any interest in or provide any assistance to (whether as owner, stockholder, partner, officer, director, employee, consultant, franchisor, franchisee, lessor, or otherwise) any "**Competitive Business**," which shall mean any business that provides a referral agency that helps families to find, coordinate, and maintain quality non-medical domestic work and senior care provided by qualified Caregivers, including, any business that provides any services that are the same as or substantially similar to or competitive with the Approved Services and Products.

10.6 Post-Term Covenants. Except as otherwise approved in writing by Franchisor, Franchisee shall not, for a continuous uninterrupted period of two (2) years from the date of: (a) a transfer permitted under Section 12.3 below; (b) expiration or earlier termination of this Agreement (regardless of the cause for termination); or (c) a final order of a duly authorized arbitrator, or a court of competent jurisdiction (after all appeals have been taken) with respect to any of the foregoing or with respect to the enforcement of this Section 10.6 either: (1) directly or indirectly own, maintain, operate, engage in, have any interest in, or provide any assistance to (whether as owner, stockholder, partner, officer, director, employee, consultant, franchisor, franchisee, lessor, or otherwise) any Competitive Business which is, or is intended to be, located: (a) within the Territory or (b) within twenty five (25) miles of any other 1 + 1 Cares Business office owned and/or operated by Franchisor, Franchisor's affiliate, or any franchisee as of the time that the obligations under this Section 10.6 commence or (2) solicit any former customers of the Franchised Business or any other 1 + 1 Cares Business, or (3) do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System. If Franchisee does not comply with the post-term covenants as specified in this Section 10.6, the post-term non-compete period shall not begin to run until Franchisee begins to comply.

10.7 Publicly Held Corporations. Section 10.6 above shall not apply to ownership by Franchisee of less than a five percent (5%) beneficial interest in the outstanding equity securities of any publicly held corporation. As used in this Agreement, the term "**publicly held corporation**" shall be deemed to refer to a corporation which has securities that have been registered under the Securities Exchange Act of 1934.

10.8 Individual Covenants. Franchisee shall require and obtain execution of covenants similar to those set forth in Sections 8, 9, 10, 12, and 14 (as modified to apply to an individual, if applicable) from any or all of Franchisee's owners holding a ten percent (10%) or greater interest in Franchisee, the Operating Principal, and any spouse (or domestic partner or other immediate family member) of an owner; provided, only Franchisee's owners must execute covenants similar to those set forth in Sections 10.5 and 10.6. The covenants required by this Section 10.8 shall be in the form provided in Exhibit D to this Agreement. Franchisee shall deliver to Franchisor copies of such executed covenants immediately upon Franchisor's request. Failure by Franchisee to obtain execution of a covenant required by this Section 10.8 shall constitute a default under this Section 10.

10.9 Severability. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Section 10 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of this Section 10.

10.10 Scope of Covenants. Franchisor shall have the right to reduce the scope of any covenant set forth in Sections 10.5 and 10.6 in this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof; and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Sections 24.1 and 24.2 below.

10.11 Enforcement of Claims. The existence of any claims Franchisee may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Section 10. Franchisee agrees to pay all costs and expenses (including reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses)) incurred by Franchisor in connection with the enforcement of this Section 10.

10.12 Irreparable Injury. Franchisee acknowledges that Franchisee's violation of the terms of this Section 10 would result in irreparable injury to Franchisor for which no adequate remedy at law may be available, and Franchisee accordingly consents to the issuance of an injunction prohibiting any conduct by Franchisee in violation of the terms of this Section 10.

10.13 Remedies Not Exclusive. The remedies in this Section 10 are in addition to the other right and remedies available to Franchisor and shall not serve as an election of remedies or a waiver of any other rights.

11. INSURANCE

11.1 Franchisee shall comply with the following insurance provisions:

11.1.1 Insurance Requirements. Prior to the commencement of any activities or operations pursuant to this Agreement, Franchisee shall procure and maintain in full force and effect during the term of this Agreement (and for such period thereafter as is necessary to provide the coverages required hereunder for events having occurred during the term of this Agreement), at Franchisee's expense, the following insurance policy or policies in connection with the Franchised Business. Such policy or policies shall be written by an insurance company or companies approved by Franchisor, having a rating of at least "A"- VII in the most recent Key Rating Guide published by the A.M. Best Company (or another rating that Franchisor reasonably designates if A.M. Best Company no longer publishes the Key Rating Guide) and licensed to do business in the state in which the Franchised Business is located. All policies will be primary and non-contributory to any insurance Franchisor may carry and include a waiver of subrogation in Franchisor's favor. Such policy or policies shall include, at a minimum (except as additional coverages and higher policy limits may reasonably be specified for all franchisees from time to time by Franchisor in the Manuals or otherwise in writing to reflect inflation, identification of new risks, changes in the law or standards of liability, higher damage awards and other relevant changes in circumstances), the following:

11.1.1.1. Liability. A comprehensive general liability policy in the amount of not less than $5,000,000 bodily injury aggregate and $1,000,000 per occurrence, including operations, products and completed operations, broad form contractual liability, personal injury, and advertising liability. This coverage part will also include sexual misconduct liability coverage for not less than $100,000 per occurrence and $300,000 aggregate sublimit.

11.1.1.2. Business Income and Extra Expense. Business income and extra expense insurance in an amount not less than adequate to pay for continuing expenses for a limit of fifty percent (50%) of annual sales or twelve (12) months actual loss sustained basis.

11.1.1.3. Statutory Workers' Compensation Insurance. Statutory workers' compensation insurance and employer's liability insurance for a minimum limit of at least One Million Dollars ($1,000,000), as well as such other disability benefits type insurance as may be required by statute or rule of the state in which the Franchised Business is located. Franchisee shall have and maintain such insurance for all of its employees prior to any employee commencing any training with Franchisor. Franchisee agrees to obtain a waiver of subrogation endorsement on its workers' compensation policy, and shall provide to Franchisor proof of both (i) the effective workers' compensation policy, and (ii) the endorsement to such policy waiving the insurer's right of subrogation.

11.1.1.4. Commercial Umbrella Liability Insurance. Commercial umbrella liability insurance with limits which bring the total of all primary underlying coverages to not less than Two Million Dollars ($2,000,000) total limit of liability, in excess of commercial general liability, auto liability and, employer's liability coverage.

11.1.1.5. Cyber Liability Insurance. Cyber liability insurance in an amount that Franchisor designates.

11.1.1.6. Automobile Insurance. Automobile liability insurance for all owned, non-owned and hired automobiles with a single limit coverage of not less $1,000,000.

11.1.1.7. Other Insurance. Any other insurance coverage that is required by federal, state, or municipal law.

11.2 Referenced in Manuals. All policies listed in Section 11.1 (unless otherwise noted below) shall contain such endorsements as shall, from time to time, be provided in the Manuals.

11.3 Policy Cancellation. In the event of cancellation, material change-remove, or non-renewal of any policy, thirty (30) days' advance written notice must be provided to Franchisor in the manner provided in Section 11.7 below. Franchisee shall arrange for a copy of such notification to be sent to Franchisor by the insurance company.

11.4 Construction and Remodeling Insurance. In connection with all significant construction, reconstruction, or remodeling of the premises of the Franchised Business (if applicable) during the term of this Agreement, Franchisee will cause the general contractor, its subcontractors, and any other contractor, to effect and maintain at general contractor's and all other contractor's own expense, such insurance policies and bonds with such endorsements as are set forth in the Manuals, all written by insurance or bonding companies approved by Franchisor, having a rating as set forth in Section 11.1.1 above.

11.5 No Waiver of Obligations. Franchisee's obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by Franchisor, nor shall Franchisee's performance of that obligation relieve it of liability under the indemnity provisions set forth in Section 16.1.3 below.

11.6 Franchisor to be Additional Named Insured. All insurance policies shall list Franchisor and its affiliates, and their respective officers, directors, employees, partners, members, subsidiaries, employees and agents as additional insureds, and shall also contain a provision that Franchisor, although named as an insured, shall nevertheless be entitled to recover under such policies on any loss occasioned to Franchisor or its servants, agents, or employees by reason of the negligence of Franchisee or its servants, agents, or employees. Additional insured status shall include coverage for ongoing and completed operations. The additional insured endorsement form shall be ISO CG 20-26 or such equivalent form that Franchisor approves in writing that provides comparable coverage. Additional insured coverage shall not be limited to vicarious liability and shall extend to (and there shall be no endorsement limiting coverage for) Franchisor's negligent acts, errors or omissions or other additional insureds. Franchisee shall maintain such additional insured status for Franchisor on Franchisee's liability policies continuously during the term of the Franchise Agreement.

11.7 Evidence of Insurance. At least thirty (30) days prior to the time any insurance is first required to be carried by Franchisee, and thereafter at least thirty (30) days prior to the expiration of any such policy, Franchisee shall deliver to Franchisor, certificates of insurance, endorsements, insurance declarations and/or other documents requested by Franchisor (collectively, "**certificates**"), evidencing the required minimum coverage required hereunder. All certificates shall expressly provide that no less than thirty (30) days' prior written notice shall be given Franchisor in the event of material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates. Further certificates evidencing the insurance required by Section 11.1.1 above shall expressly provide that any interest of same therein shall not be affected by any breach by Franchisee of any policy provisions for which such certificates evidence coverage. In the event that Franchisee fails to obtain the required insurance or to provide evidence reasonably satisfactory to Franchisor of the insurance policies required by Section 11, Franchisor shall have the right, but not the duty, to obtain such required policies on Franchisee's behalf, and Franchisee agrees that it will promptly reimburse Franchisor for all costs related to obtaining such policies upon notice from Franchisor.

11.8 Proof of Insurance. In addition to its obligations under Section 11.7 above, on the first (1^{st}) anniversary of the Effective Date, and on each subsequent anniversary thereof during the term of this Agreement and any renewal hereof, Franchisee shall provide Franchisor with proof of insurance evidencing the proper coverage with limits not less than those required hereunder, in such form as Franchisor may reasonably require.

11.9 Policy Limit Changes. Franchisor shall have the right, from time to time, to make such changes in minimum policy limits and endorsements as it deems advisable.

11.10 Franchisor's Insurance. Franchisee acknowledges and agrees that any insurance policies maintained by Franchisor for Franchisor's benefit shall have no effect upon Franchisee's obligation to obtain any insurance required by this Section 11.

12. TRANSFER OF INTEREST

12.1 Franchisor Transfers. Franchisor has the right to transfer or assign this Agreement, the System, Confidential Information, and all or any part of Franchisor's rights or obligations under this Agreement or Franchisor's interest in the System and Confidential Information to any person or legal entity without Franchisee's consent. Any transferee or assignee of this Agreement from Franchisor will become solely responsible for all of Franchisor's obligations under this Agreement from the date of the transfer or assignment. Without limiting the foregoing, Franchisor may sell its assets (including its rights in the Marks and the System) to a third party; may offer its securities privately or publicly; may merge with or acquire other legal entities, or be acquired by another legal entity; and may undertake a refinancing, recapitalization, leveraged buyout, or other economic or financial restructuring. With regard to any or all of the above transfers, sales, assignments, and dispositions, Franchisee waives any claims, demands, or damages against Franchisor or its affiliates arising from or related to Franchisor's transfer of its rights in this Agreement, the System, or Confidential Information to any other party. Nothing contained in this Agreement will require Franchisor to remain in the business of operating or licensing the operation of 1 + 1 Cares Businesses or other businesses or to offer any services or products to Franchisee, whether or not bearing the Marks, if Franchisor transfers or assigns its rights in or obligations under this Agreement and the System.

12.2 Owners. Each owner of Franchisee, and the interest of each of them in Franchisee, is identified in Exhibit A hereto. Franchisee represents and warrants that its owners are set forth on Exhibit A attached to this Agreement, and covenants that Franchisee will not permit the identity of such owners, or their respective interests in Franchisee, to change without Franchisor's consent and without complying with this Agreement.

12.3 Franchisee Transfers. Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has granted this franchise in reliance on Franchisee or its owners' business skill, financial capacity, and personal character. Accordingly:

12.3.1 Franchisee and its owners shall not, without Franchisor's prior written consent, transfer, assign, sell, convey, pledge, give, or otherwise encumber: (a) this Agreement or any of Franchisee's rights and obligations under this Agreement; (b) the Franchised Business all or substantially all of the assets of the Franchised Business; or (c) Franchisee or any direct or indirect ownership interest in Franchisee (individually and collectively, a "Transfer").

12.3.2 Franchisee shall not, without Franchisor's prior written consent, issue any voting securities or securities convertible into voting securities, and the recipient of any such securities shall become an owner under this Agreement, if so designated by Franchisor.

12.3.3 Franchisee's owner shall not, without Franchisor's prior written consent, Transfer any interest of an owner in Franchisee as shown in Exhibit A.

12.4 Conditions for Approval. No Transfer is permitted or authorized without Franchisor's prior written consent. Franchisor will not unreasonably withhold any consent required by Section 12.3 above; provided, Franchisor may require, among other things, any or all of the following as conditions of Franchisor's consent:

12.4.1 Franchisee and the proposed transferee shall comply with Franchisor's then-current transfer policies. Franchisee and the proposed transferee shall provide Franchisor with all information and documents requested by Franchisor for its evaluation of the proposed transfer, transaction, and transferee, including the business and financial terms of the proposed transaction, financial and operational information regarding the proposed transferee, and evidence of any financing that may be required to complete the transaction and/or fund the transferee's operation after the transfer.

12.4.2 Franchisee and its owners shall execute a general release (which shall include a release from the transferor, Franchisee, Franchisee's owners, and guarantors), in a form satisfactory to Franchisor, of any and all claims against Franchisor and its affiliates, successors, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in their corporate and individual capacities including claims arising under this Agreement, any other agreement between Franchisor and Franchisee or their affiliates, and federal, state, and local laws and rules.

12.4.3 The transferee of an owner shall be designated as an owner and each transferee who is designated as an owner shall enter into a written agreement, in a form satisfactory to Franchisor, agreeing to be bound as an owner under the terms of this Agreement as long as such person or entity owns any interest in Franchisee; and, if Franchisee's obligations were guaranteed by the transferor, the owner shall guarantee the performance of all such obligations in writing in a form satisfactory to Franchisor.

12.4.4 Prior to and after the transfer, the transferee and its owners shall meet Franchisor's educational, managerial, and business standards; each shall possess a good moral character, business reputation, and credit rating; have the aptitude and ability to operate the Franchised Business, as may be evidenced by prior related business experience or otherwise; and have adequate financial resources and capital to operate the Franchised Business. The price, consideration, and other proposed terms of the proposed transfer must not, in Franchisor's reasonable business judgment, have the effect of negatively impacting the future viability of the Franchised Business.

12.4.5 At Franchisor's option, the transferee shall execute the form of franchise agreement then being offered to new franchisees, and such other ancillary agreements required by Franchisor for the business franchised hereunder, which agreements shall supersede this Agreement and its ancillary documents in all respects, and the terms of which may differ from the terms of this Agreement including higher Royalty Fees, and a different or modified Territory provided, however, that the term of such franchise agreement shall be equal to the then unexpired term of this Agreement.

12.4.6 At Franchisor's option, Franchisee or transferee, at the sole cost and expense of Franchisee or transferee, as applicable, shall upgrade the Franchised Business to conform to the then-current standards and specifications of new Franchised Business then being established in the System, and shall complete the upgrading and other requirements set forth in this Section 12.4.6 or as required under Section 5.9 above within the time specified by Franchisor.

12.4.7 All of Franchisee's monetary obligations hereunder shall be paid in full on a current basis, and Franchisee must not be otherwise in default of any of Franchisee's obligations hereunder including Franchisee's reporting obligations.

12.4.8 The transferor shall remain liable for all of the obligations to Franchisor in connection with the Franchised Business that arose prior to the effective date of the transfer, and any covenants that survive the termination or expiration of this Agreement, and shall execute any and all instruments reasonably requested by Franchisor to evidence such liability.

12.4.9 Transferee and its Operating Principal, and such other owners or managers as specified by Franchisor, shall successfully complete (to Franchisor's satisfaction) all training programs required by Franchisor (including the Initial Training Program) upon such terms and conditions as Franchisor may reasonably require (including transferee's payment of Franchisor's then-current training fee for attendance at such training programs and the transferee's responsibility for the salary and all expenses of all persons who attend such training).

12.4.10 To compensate Franchisor for Franchisor's legal, accounting, training, and other expenses incurred in connection with the transfer, Franchisee shall pay Franchisor a non-refundable transfer fee in the amount of: (a) if transferring to an existing 1 + 1 Cares franchisee, fifty percent (50%) of Franchisor's then-current Initial Franchise Fee; (b) if not transferring to an existing 1 + 1 Cares franchisee, seventy-five percent (75%) of Franchisor's then-current Initial Franchise Fee; or (c) Two Thousand Five Hundred Dollars ($2,500.00), if transferring a non-controlling portion of the interests in the Franchisee entity. The transfer fee shall be paid as follows: (a) a $5,000 deposit shall be paid at the time the transfer is requested and (b) the remaining balance is to be paid prior to the transfer date. The transfer fee is non-refundable. In addition, in the event a proposed transfer is not consummated or closed, for any reason except for disapproval by Franchisor, Franchisee or the proposed transferee shall reimburse Franchisor for all of Franchisor's costs and expenses incurred in connection with Franchisor's evaluation of the proposed transfer, including attorneys' and accountants' fees, background checks, and training, if applicable, to the extent the portion of the transfer fee paid does not cover those costs and expenses.

12.4.11 The transferor must certify to Franchisor that transferor has provided to the transferee true, complete and accurate copies of Franchisee's financial information and documents regarding the operation of the Franchised Business, including the trailing two years of financial statements and monthly cash reports, material contracts, and such other information as may be specified by Franchisor.

12.4.12 The transferor must acknowledge and agree that the transferor shall remain bound by the covenants contained in Section 10 above

12.4.13 The transferring franchisee must assign or transfer to the transferee all referral service agreements related to the Franchised Business.

12.5 Transfers to Entities for the Convenience of Ownership. If Franchisee desires to transfer all of Franchisee's interest in this Agreement, or if all of Franchisee's owners desire to transfer all of their ownership interests in Franchisee, to a corporation, limited liability company, or other entity, solely for the convenience of ownership and/or for tax or estate planning reasons, Franchisor shall not unreasonably withhold Franchisor's consent to such transfer, and Franchisor shall not require that Franchisee comply with the provisions and conditions of Section 12.4 or 12.6, if Franchisee complies with all of the following conditions:

12.5.1 Franchisee shall provide written notice to Franchisor not less than thirty (30) days prior to the date of the proposed transfer, and shall provide Franchisor with such documents and information as Franchisor may request in support of Franchisee's request, which may include, among other things, entity formation and good standing certifications, evidence of insurance in the name of the new franchisee entity, and bank information for the new franchisee entity.

12.5.2 Franchisee and Franchisee's owners shall own all of the outstanding equity interests in the new franchisee entity, and shall own the same percentage ownership interests in the new franchisee entity as they own in Franchisee.

12.5.3 Each owner who owns at least ten percent (10%) of the outstanding equity interest in the new franchisee entity shall execute a Guarantee in the form attached as Exhibit D hereto.

12.5.4 Franchisee and Franchisee's owners shall comply with the provisions of Sections 12.4.1, 12.4.2, 12.4.6, 12.4.7, and 12.4.11 of this Agreement, and the new entity and its owners shall comply with Sections 5.17 and 5.18 of this Agreement.

12.5.5 Franchisee and Franchisee's owners shall execute such transfer documents, agreements and other materials as Franchisor may require.

12.6 Right of First Refusal.

12.6.1 If Franchisee or any owner desires to accept any *bona fide* offer from a third party to purchase Franchisee, all or substantially all of the assets of the Franchised Business, or any direct or indirect interest in Franchisee, Franchisee or such owner shall promptly notify Franchisor of such offer and shall provide such information and documentation relating to the offer as Franchisor may require. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of all such information, to send written notice to the seller that Franchisor intends to purchase the seller's interest on the same terms and conditions offered by the third party. If Franchisor elects to purchase the seller's interest, the closing on such purchase shall occur within sixty (60) days after the date of notice to the seller of the election to purchase by Franchisor.

12.6.2 Any material change in the terms of the *bona fide* offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of the third party's initial offer. Franchisor's failure to exercise the option afforded by this Section 12.6 shall not constitute consent to a proposed transfer, a waiver of any other provision of this Agreement, including all of the requirements of this Section 12 with respect to a proposed transfer, or a waiver of any subsequent offer.

12.6.3 In the event the consideration, terms, and/or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same consideration, terms, and/or conditions, then Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the reasonable equivalent in cash of the consideration, terms, and/or conditions offered by the third party, they must attempt to appoint a mutually-acceptable independent appraiser to make a binding determination. If the parties are unable to agree upon one (1) independent appraiser, then an independent appraiser shall be promptly designated by Franchisor and another independent appraiser shall be promptly designated by Franchisee, which two (2) appraisers shall, in turn, promptly designate a third appraiser; all three (3) appraisers shall promptly confer and reach a single determination, which determination shall be binding upon Franchisor and Franchisee. The cost of any such appraisal shall be shared equally by Franchisor and Franchisee. If Franchisor elects to exercise its right under this Section 12.6, Franchisor shall have the right to set off all amounts due from Franchisee, and one-half (½) of the cost of the appraisal, if any, against any payment to the seller.

12.7 Transfer Upon Death. Within six (6) months after the death of Franchisee (if a natural person and notwithstanding Section 5.17 hereof) or the death of an owner of Franchisee, the executor, administrator, or other personal representative of the deceased will transfer the interest of the deceased in this Agreement or Franchisee to a third party approved by Franchisor in accordance with Section 12.4. If no personal representative is designated or appointed and no probate proceedings are instituted with respect to the estate of the deceased, the distributee of the interest of the deceased must be approved by Franchisor. If the distributee is not approved by Franchisor, the distributee will transfer the interest of the deceased to a third party approved by Franchisor within six (6) months after the date of death of the deceased in accordance with Section 12.4.

12.8 Transfer Upon Permanent Disability. Upon Franchisee's permanent disability (notwithstanding Section 5.17 hereof) or the permanent disability of any owner with a controlling interest in Franchisee, Franchisor may require Franchisee's or the owner's interest to be transferred to a third party approved by Franchisor within six (6) months after notice to Franchisee. "**Permanent Disability**" shall mean any physical, emotional, or mental injury, illness, or incapacity that would prevent a person from performing the obligations set forth in this Agreement for at least six (6) consecutive months and from which condition recovery within six (6) consecutive months from the date of determination of disability is unlikely. If Franchisor and Franchisee or Franchisee's representative disagree as to whether a person has a permanent disability, the existence of the permanent disability shall be determined by a licensed practicing physician selected by Franchisor upon examination of such person or, if such person refuses to be examined, then such person shall automatically be deemed permanently disabled for the purposes of this Section 12.8 as of the date of refusal. Franchisor shall pay the cost of the required examination.

12.9 Notification Upon Death or Permanent Disability. Within ten (10) days after the death or Permanent Disability of Franchisee (if a natural person and notwithstanding Section 5.17 hereof) or an owner, Franchisee or Franchisee's representative shall notify Franchisor of the death or permanent disability in writing. Any transfer upon death or permanent disability will be subject to the same terms and conditions set out in this Section 12 for any transfer. Upon Franchisee's death or Permanent Disability, Franchisor may elect, but has no obligation, to assume complete operating control and possession of the Franchised Business and operate the same in the capacity of a receiver until a transfer is completed pursuant to Sections 12.7 or 12.8, as applicable. Franchisor shall apply funds received from that operation, first to the payment of all of Franchisor's costs and expenses of operation, then to the current obligations of Franchisee to Franchisor or any third party, and then to the past due obligations of Franchisee to Franchisor or any third party, with any remaining funds paid over to Franchisee's transferee.

12.10 No Waiver of Claims. Franchisor's consent to a transfer which is the subject of this Section 12 shall not constitute a waiver of any claims Franchisor may have against the transferring party, nor shall it be deemed a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement by the transferor or transferee.

12.11 Insolvency. If Franchisee or any person holding any interest (direct or indirect) in Franchisee becomes a debtor in a proceeding under the U.S. Bankruptcy Code or any similar law in the U.S. or elsewhere, it is the parties' understanding, intent, and agreement that any transfer in Franchisee, this Agreement, Franchisee's obligations and/or rights hereunder, all or substantially all of the assets of the Franchised Business, or any indirect or direct interest in Franchisee shall be subject to all of the terms of this Section 12.

12.12 Securities Offerings. All materials for an offering of stock or membership interests in Franchisee or any of Franchisee's affiliates which are required by federal or state law shall be submitted to Franchisor for review as described below before such materials are filed with any government agency. Any materials to be used in any exempt offering shall be submitted to Franchisor for such review prior to their use. No offering by Franchisee or any of Franchisee's affiliates shall imply (by use of the Marks or otherwise) that Franchisor is participating in an underwriting, issuance, or offering of the securities of Franchisee or Franchisee's affiliates; and Franchisor's review of any offering shall be limited solely to the relationship between Franchisor and Franchisee and any subsidiaries and affiliates, if applicable, and shall not constitute any opinion as to any legal requirement. Franchisor may, at its option, require the offering materials to contain a written statement prescribed by Franchisor concerning the limitations stated in the preceding sentence. Franchisee (and the offeror if not Franchisee), the owners, and all other participants in the offering must fully indemnify Franchisor, its subsidiaries, affiliates, successor, and assigns, and their respective directors, officers, shareholders, partners, agents, representatives, servants, and employees in connection with the offering and shall execute any and all documents required by Franchisor to endorse such indemnification. For each proposed offering, Franchisee shall pay Franchisor a non-refundable fee of Five Thousand Dollars ($5,000) or such greater amount as is necessary to reimburse Franchisor for its reasonable costs and expenses (including legal and accounting fees) for reviewing the proposed offering. Franchisee shall give Franchisor written notice at least thirty (30) days before the date that any offering or other transaction described in this Section 12 commences. Any such offering shall be subject to all of the other provisions of this Section 12; and further, without limiting the foregoing, it is agreed that any such offering shall be subject to Franchisor's approval as to the structure and voting control of the offeror (and Franchisee, if Franchisee is not the offeror) after the financing is completed.

13. DEFAULT AND TERMINATION

13.1 Automatic Termination. Franchisee shall be deemed to be in default under this Agreement, and all rights granted herein shall automatically terminate without notice to Franchisee, if Franchisee shall become insolvent or make a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Franchisee or such a petition is filed against and not opposed by Franchisee; or if Franchisee is adjudicated bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver or other custodian for Franchisee's business or assets is filed and consented to by Franchisee; or if a receiver or other custodian (permanent or temporary) of Franchisee's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law should be instituted by or against Franchisee; or if a final judgment of Ten Thousand Dollars ($10,000) or more against Franchisee or Franchisee's affiliate remains unsatisfied or of record for thirty (30) days or longer (unless an appeal or a supersedeas bond is filed); or if Franchisee is dissolved; or if an attachment or execution is levied against Franchisee's business or property, including Franchisee's bank accounts, property or any receivables and is not dismissed within thirty (30) days.

13.2 Termination Upon Notice Without Opportunity to Cure. Franchisee shall be deemed to be in default and Franchisor may, at its option, terminate this Agreement and all rights granted hereunder, without affording Franchisee any opportunity to cure the default, effective immediately upon the delivery of written notice to Franchisee by Franchisor (in the manner set forth under Section 20 below), upon the occurrence of any of the following events:

13.2.1 If Franchisee fails to open the Franchised Business in accordance with this Agreement and Franchisor's standards and specifications;

13.2.2 If Franchisee, its Operating Principal, or managers fail to complete the initial and post-initial Training Program pursuant to Section 5.3 of this Agreement;

13.2.3 If Franchisee at any time without the written consent of Franchisor ceases to operate or otherwise abandons the Franchised Business for three (3) consecutive business days, or otherwise forfeits the right to do or transact business in the jurisdiction where the Franchised Business is located;

13.2.4 If Franchisee, any owner of Franchisee, or any affiliate of Franchisee is convicted of a felony, a crime involving moral turpitude, or any other crime or offense that Franchisor believes is reasonably likely to have an adverse effect on the System, the Marks, the goodwill associated therewith, or Franchisor's interest therein;

13.2.5 If Franchisee engages in any conduct or practice that is fraudulent, unfair, unethical, or a deceptive practice;

13.2.6 If a threat or danger to public health or safety results from the operation of the Franchised Business;

13.2.7 If Franchisee or any of Franchisee's owners purports to transfer any rights or obligations under this Agreement or any interest to any third party in a manner that is contrary to the terms of Section 12;

13.2.8 If Franchisee fails to permit an inspection or an audit pursuant to Section 7.4;

13.2.9 If Franchisee fails to comply with the covenants in Section 10.5 or fails to timely obtain execution of the covenants required under Section 10.8;

13.2.10 If, contrary to the terms of Sections 9 or 10 above, Franchisee discloses or divulges the contents of the Manuals or other Confidential Information provided to Franchisee by Franchisor;

13.2.11 If Franchisee knowingly maintains false books or records, or submits any false reports (including information provided as part of Franchisee's application for this franchise) to Franchisor;

13.2.12 If Franchisee makes, or has made, any misrepresentation or engaged in any act of fraud in connection with obtaining this Agreement or in conducting the business franchised and licensed under this Agreement;

13.2.13 If Franchisee fails to pay any supplier or vendor when due, and fails to cure such default within the time period specified by the supplier or vendor, or in the applicable supply contract;

13.2.14 If Franchisee fails to pay any third party, including a lender, seller or lessor of products, services or equipment, any amount due by Franchisee to such parties on any note, financing, obligation, or financial instrument when due, and such failure to pay the full amount owed is not cured after any notice required by the contract or under applicable law;

13.2.15 If Franchisee makes any unauthorized or improper use of the Marks, or if Franchisee or any owner of Franchisee fails to utilize the Marks solely in the manner and for the purposes directed by Franchisor, or directly or indirectly contests the validity of Franchisor's ownership of the Marks or Franchisor's right to use and to license others to use the Marks;

13.2.16 If Franchisee fails to submit to Franchisor any financial or other information required under this Agreement;

13.2.17 If Franchisee fails to operate the Franchised Business in accordance with this Agreement, including operating the Franchised Business in compliance with the operating standards and specifications established from time to time by Franchisor as to the quality of service, specifications and use of computer hardware and software;

13.2.18 If any other agreement between Franchisee (or any of its affiliates) and Franchisor (or any of its affiliates) is terminated for cause;

13.2.19 If Franchisee fails on more than three (3) occasions during any 12-month period to comply with one or more requirements of this Agreement or any other agreement with Franchisor, regardless of whether the prior defaults were cured;

13.2.20 If Franchisee fails to comply with any applicable laws as more specifically set forth in Section 15.3; or

13.2.21 If Franchisee, prior to operating the Franchised Business, does not obtain Franchisor's prior written approval of an Operating Principal if Franchisee does not participate personally in the direct operation of the Franchised Business.

13.3 Termination With Opportunity to Cure. Except as otherwise provided in Sections 13.1 and 13.2 above, upon any other default by Franchisee of Franchisee's obligations hereunder, Franchisor may terminate this Agreement by giving written notice of termination (in the manner set forth under Section 20 below) setting forth the nature of such default to Franchisee at least thirty (30) days prior to the effective date of termination (or, with respect to monetary defaults, five (5) days); provided, however, that Franchisee may avoid termination by immediately initiating a remedy to cure such default, curing it to Franchisor's satisfaction, and by promptly providing proof thereof satisfactory to Franchisor, all within the thirty (30) (or five (5)) day period. If any such default is not cured within the specified time, this Agreement shall terminate without further notice to Franchisee effective immediately upon the expiration of the thirty (30) (or five (5)) day period or such longer period as applicable law may require.

13.4 Assignment Upon Bankruptcy. If, for any reason, this Agreement is not terminated pursuant to this Section 13, and this Agreement is assumed, or assignment of the same to any person or entity who has made a bona fide offer to accept an assignment of the Agreement is contemplated, pursuant to the United States Bankruptcy Code, then notice of such proposed assignment or assumption, setting forth: (i) the name and address of the proposed assignee; and (ii) all of the terms and conditions of the proposed assignment and assumption, shall be given to Franchisor within twenty (20) days after receipt of such proposed assignee's offer to accept assignment of this Agreement, and, in any event, within ten (10) days prior to the date application is made to a court of competent jurisdiction for authority and approval to enter into such assignment and assumption, and Franchisor shall thereupon have the prior right and option, to be exercised by notice given at any time prior to the effective date of such proposed assignment and assumption, to accept an assignment of this Agreement to Franchisor upon the same terms and conditions and for the same consideration, if any, as in the bona fide offer made by the proposed assignee, less any brokerage commissions which may be payable by Franchisee out of the consideration to be paid by such assignee for the assignment of this Agreement. In the event Franchisor does not elect to exercise the options described in this Section 13.4, any transfer or assignment pursuant to the United States Bankruptcy Code shall be subject to the same terms and conditions of any other transfer or assignment set forth in Section 12.

13.5 Other Remedies. Franchisor has the right to undertake any one or more of the following actions in addition to, or lieu of, terminating this Agreement:

13.5.1 Franchisor may require Franchisee to close the Franchised Business and take the necessary steps to bring the Franchised Business into strict conformity with Franchisor's standards and specifications and the requirements of this Agreement. Franchisee shall not reopen the Franchised Business until Franchisee has brought it into conformity with Franchisor's standards and specifications;

13.5.2 Franchisor may elect, but has no obligation, to assume complete operating control and possession of the Franchised Business and operate the same in the capacity of a receiver. Franchisor shall apply funds received from that operation, first to the payment of all of Franchisor's costs and expenses of operation, then to the current obligations of Franchisee to Franchisor or any third party, and then to the past due obligations of Franchisee to Franchisor or any third party, with any remaining funds paid over to Franchisee;

13.5.3 Franchisor may disable access to or remove all or any references to the Franchised Business or webpage(s) of the Franchised Business from the Authorized Website, until such time as the default is fully cured;

If any of such rights, options, arrangements, or areas are terminated or modified in accordance with this Section 13.5, such action shall be without prejudice to Franchisor's right to terminate this Agreement in accordance with Sections 13.2 or 13.3 above, and/or to terminate any other rights, options or arrangements under this Agreement at any time thereafter for the same default or as a result of any additional defaults of the terms of this Agreement.

14. OBLIGATIONS UPON TERMINATION OR EXPIRATION

14.1 Upon termination or expiration of this Agreement, all rights granted hereunder to Franchisee shall forthwith terminate, and:

14.1.1 Cease Operations. Franchisee shall immediately cease to operate the Franchised Business, and shall not thereafter, directly or indirectly, represent to the public or hold Franchisee out as a present or former franchisee of Franchisor.

14.1.2 Cease Use of Marks. Franchisee shall immediately and permanently cease to use, in any manner whatsoever, any confidential methods, procedures and techniques associated with the System, the mark "1 + 1 CARES" and all other Marks and distinctive forms, slogans, signs, symbols, and devices associated with the System. In particular, Franchisee shall cease to use all signs, advertising materials, displays, stationery, forms, and any other articles that display the Marks, remove all such articles and/or permit Franchisor to enter the Franchised Business and remove or permanently cover all signs or advertisements identifiable in any way with Franchisor's name or business, at Franchisee's expense.

14.1.3 Cancellation of Assumed Names. Franchisee shall take such action as may be necessary to cancel any assumed name or equivalent registration which contains the Proprietary Mark "1 + 1 CARES" and all other Marks, and/or any other service mark or trademark, and Franchisee shall furnish

Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within five (5) days after termination or expiration of this Agreement.

14.1.4 Pay Monies Owed; Liquidated Damages. Within ten (10) days after the effective date of expiration or termination of this Agreement, or such later date that the amounts due to Franchisor or its affiliates are determined, Franchisee shall pay Franchisor all sums and amounts then due to Franchisor or its affiliates. Franchisee shall also pay to Franchisor, in addition to any amounts then due and owing, all damages suffered and expenses incurred by Franchisor as a result of any default, including reasonable attorneys' fees, expenses, and costs, and interest on such attorneys' fees, expenses, and costs. Franchisee acknowledges and agrees that, in the event this Agreement is terminated prior to its expiration due to a default by Franchisee, such termination will result in lost future revenue and profits to Franchisor, harm to the goodwill associated with the Marks, and increased costs to Franchisor to re-develop or re-franchise the Territory in which the Franchised Business is located. Franchisee further acknowledges and agrees that the actual damages that would be incurred by Franchisor in the event of any early termination of this Agreement would be difficult to calculate or ascertain. Accordingly, if this Agreement is terminated prior to its expiration due to a default by Franchisee, Franchisee will, within ten (10) days after the effective date of such termination, pay Franchisor in a single lump sum payment, as liquidated damages and not as a penalty, an amount equal to the product of the average yearly amount of Royalty Fees paid by Franchisee under Section 3.4 of this Agreement during the three (3) years immediately preceding the termination (or such period as the Franchised Business was open for business, if the Franchised Business was not open for business during the entire three-year period), multiplied by the lesser of (i) three (3) or (ii) the number of years remaining in the Agreement's then-current initial term or renewal term. Franchisee acknowledges and agrees that such amount is considered to be a reasonable, bona fide pre-estimate of damages, which is fair and reasonable under the circumstances, and not a penalty. Franchisee acknowledges and agrees that the liquidated damages specified in this Section 14.1.4 are only intended to compensate Franchisor for the early termination of this Agreement and Franchisor's loss of revenue resulting therefrom, but not for any other breach of this Agreement by Franchisee or any other damages, losses, or expenses incurred by Franchisor, and all other applicable remedies under the law remain available to Franchisor.

14.1.5 Return of Manuals and Other Materials. Franchisee shall immediately deliver to Franchisor the Manuals, plans, specifications, designs, records, data, samples, models, programs, handbooks and drawings relating to the 1 + 1 Cares brand, the System, or Franchisor's operations or business, and all other materials containing Confidential Information (including any copies thereof, even if such copies were made in violation of this Agreement), all of which are acknowledged to be Franchisor's property.

14.1.6 No Confusion. Franchisee agrees that, if it continues to operate or subsequently begins to operate any other business, Franchisee shall not use any reproduction, counterfeit copy, or colorable imitation of the Marks, either in connection with such other business or the promotion thereof, which is likely to cause confusion, mistake, or deception, or which is likely to dilute Franchisor's rights in and to the Marks, and further agrees not to utilize any designation of origin, description, trademark, service mark, or representation which suggests or represents a present or past association or connection with Franchisor, the 1 + 1 Cares brand, the System, or the Marks.

14.1.7 Listings. Franchisee shall cease use of, and if Franchisor requests shall transfer to Franchisor, all telephone numbers, customer lists, and any domain names, websites, e-mail addresses, and any other identifiers, whether or not authorized by Franchisor, used by Franchisor while operating the Franchised Business, and shall promptly execute such documents or take such steps necessary to remove reference to the Franchised Business from all trade or business telephone directories, including "**yellow**" and "**white**" pages, or at Franchisor's request transfer same to Franchisor.

14.1.8 Option to Purchase Equipment. Franchisor shall have the option, to be exercised within thirty (30) days after expiration or earlier termination of this Agreement, to purchase from Franchisee any or all of the equipment or inventory related to the operation of the Franchised Business, at the lesser of the fair market value or Franchisee's book value. The book value shall be determined based upon a five (5) year straight line depreciation of original costs. For equipment that is five (5) or more years old, the parties agree that fair market value shall be deemed to be ten percent (10%) of the equipment's original cost. If Franchisor elects to exercise any option to purchase herein provided, Franchisor shall set off all amounts due from Franchisee. Notwithstanding any term or provision in this subparagraph to the contrary, Franchisor expressly reserves the right, but not the obligation, to negotiate to purchase the equipment directly from the lessor of the equipment. The transfer of the equipment from Franchisee to Franchisor shall take place within sixty (60) days after the expiration or earlier termination of this Agreement upon receipt of payment or any applicable transfer and release documents from Franchisor provided, however, that if the transfer cannot take place within that time period because of delays caused by Franchisee's lender or lessor, the time period shall extend by a like number of days. If Franchisor exercises the foregoing option, Franchisee shall leave all of the equipment at the Franchised Business in good working order and repair and shall allow Franchisor to use the equipment without charge until the transfer of the equipment takes place.

14.1.9 Damages and Costs. Franchisee shall pay Franchisor all damages, costs, interest, and expenses, including reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses), incurred by Franchisor subsequent to the termination or expiration of this Agreement in obtaining injunctive or other relief for the enforcement of any provisions of this Section 14.1.

14.1.10 Other Rights of Franchisee. The termination of this Agreement shall not affect the rights of Franchisee to operate other 1 + 1 Cares Businesses in accordance with the terms of any other applicable franchise agreements with Franchisor until and unless the other franchise agreements, or any of them, terminate or expire; provided, however, that this Section 14.1.10 shall not serve to negate or otherwise effect any cross default provisions contained in such franchise agreements.

15. TAXES, PERMITS, AND INDEBTEDNESS

15.1 Taxes. Franchisee shall promptly pay when due all taxes levied or assessed, including unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business. If Franchisee is required to deduct any sales tax, gross receipts tax, income tax, withholding tax or similar tax from any payment to Franchisor, then, to the extent that Franchisor is not able to successfully obtain and utilize a tax credit from the applicable taxing authorities, the amount payable by Franchisor shall be increased by such amount as is necessary to make the actual amount received (after such withholding tax and after any additional taxes on account of such additional payment) equal to the amount that Franchisor would have received had no tax payment been required, provided that such shortfall is not caused by Franchisor's negligence in filing the claims, or for reasons that can be solely attributable to Franchisor.

15.2 Tax Disputes. In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law.

15.3 Compliance With Laws and Good Business Practices. Franchisee shall comply with all applicable federal, state, and local laws, rules, ordinances, and regulations, including government contracting, employment, labor, and wage and hour laws, tax laws, and local operating laws and regulations. Franchisee is solely responsible for ensuring that it and its agents, representatives, employees, independent contractors, and all persons or entities it contracts with, and all services offered or performed at or through the Franchised Business, comply with all applicable laws, rules, ordinances, and regulations at all times. Franchisee shall timely obtain any and all permits, certificates, or licenses necessary for the full and proper conduct of the Franchised Business, including licenses to do business, health certificates, fictitious name registrations, sales tax permits, and fire clearances. To the extent that the requirements of such laws are in conflict with the terms of this Agreement, the Manuals, or Franchisor's other instructions, Franchisee shall: (a) comply with such laws; and (b) immediately provide written notice describing the nature of such conflict to Franchisor. All advertising and promotion by Franchisee shall be factually accurate and conform to the highest standards of ethical advertising. Franchisee shall in all dealings with its customers, suppliers and the public adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct, and shall comply with all consumer protection and unfair competition laws and regulations. Franchisee agrees to refrain from any business or advertising practice which may be injurious to the business of Franchisor and the goodwill associated with the Marks.

15.4 Notification of Claims. Franchisee shall notify Franchisor in writing within three (3) days FTER receipt of notice of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, or within three (3) days occurrence of any accident or injury which may adversely affect the operation of the Franchised Business or Franchisee's financial condition, or give rise to liability or a claim against Franchisee or Franchisor.

16. INDEPENDENT CONTRACTOR AND INDEMNIFICATION

16.1 It is understood and agreed by the parties hereto that this Agreement does not in any way create the relationship of principal, agent, fiduciary, joint venture, joint employer, or employer/employee between Franchisor and Franchisee; that Franchisee shall be an independent contractor; and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, joint employer, partner, employee, or servant of the other for any purpose whatsoever. For the avoidance of doubt, Franchisor is not the employer or joint employer of Franchisee or Franchisee's employees.

16.1.1 Identification as Independent Contractor. At all times during the term of this Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor.

16.1.2 No Agency. Franchisee shall not act or attempt to act or represent itself, directly or by implication, as an agent of Franchisor. It is understood and agreed that nothing in this Agreement authorizes Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or other obligation in Franchisor's name; and that Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action; nor shall Franchisor be liable by reason of any act or omission by Franchisee in Franchisee's conduct of the Franchised Business or for any claim or judgment arising therefrom against Franchisee or Franchisor. Franchisee shall not have the authority, express or implied, to bind or obligate Franchisor in any way.

16.1.3 Indemnification. Franchisee, on behalf of itself, its affiliates, and their respective owners, will, to the fullest extent permissible under applicable law, indemnify, defend, and hold harmless Franchisor, its affiliates, and each of their respective owners, officers, directors, members, employees and agents (the "Indemnified Parties") against and reimburse any one or more of the Indemnified Parties for any and all losses, compensatory, exemplary or punitive damages, arbitration costs, mediation costs, settlement amounts, judgments, court costs, fines, charges, costs, and expenses, including, without limitation, reasonable attorneys' fees, and consequential damages (together, "Losses and Expenses") arising out or from, or related to, any claims, directly or indirectly, arising out or from, in connection with, or related to this Agreement, the Franchised Business, Franchisee's operation of the Franchised Business, Franchisee and its employees' actions and inaction, or any breach of this Agreement by Franchisee, its affiliates, any of their respective owners, or any breach by Franchisee, its affiliate, or any of their respective owners of any other agreement between Franchisor or its affiliate, on the one hand, and Franchisee, its affiliate, or any of their respective owners, on the other hand. The indemnity set forth above includes claims, directly or indirectly, arising out of, from, or related to the Indemnified Parties' negligence, but not claims caused solely by the Indemnified Parties' gross negligence or willful misconduct according to a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction. Franchisor has the right, at its option, to defend any such claim against it at Franchisee's sole cost and expense with counsel of Franchisor's choosing. If Franchisee defends any claim, it may not enter into any settlement agreement or otherwise resolve or conclude the matter without Franchisor's prior written consent. This indemnity will continue in full force and effect subsequent to, and notwithstanding, the expiration or earlier termination of this Agreement. Under no circumstances will Franchisor or any other Indemnified Party be required to seek recovery from any insurer or other third party, or otherwise to mitigate its or Franchisee's Losses and Expenses, in order to maintain and recover fully a claim against Franchisee, Franchisee's affiliate, or their respective owners. Any failure to pursue such recovery or mitigate a loss will in no way reduce or alter the amounts recoverable by Franchisor or another Indemnified Party from Franchisee, Franchisee's affiliate, or their respective owners. Franchisee's obligations under this Section 16.1.3 will survive the expiration or earlier termination of this Agreement.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 Governing Law. This Agreement and the relationship of the parties shall be governed and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. However, the laws of the state in which the Franchised Business operates shall govern the enforcement of the non-compete provisions of Section 10 of this Agreement. Nothing in this Section 17 is intended by the parties to subject this Agreement to any franchise, business opportunity, antitrust, consumer protection, or any other law, rule, or regulation of the State of California to which this Agreement would not otherwise be subject.

17.2 Venue. Subject to the terms and provisions of Section 17.3 below, the parties agree that any action brought by one party against the other in any court, whether federal or state, shall be brought only before a federal or state court of competent jurisdiction encompassing San Jose, California. The parties agree that this Section 17.2 shall not be construed as preventing either party from removing an action from state to federal court; provided, however, that venue shall be as set forth above. Franchisee and its owners hereby waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision. Any such action shall be conducted on an individual basis, and not as part of a consolidated, common, or class action, and Franchisee and its owners waive any and all rights to proceed on a consolidated, common, or class basis.

17.3 Arbitration. Except as otherwise provided in this Agreement, any claim, controversy or dispute arising out of or relating to this Agreement, the Franchised Business, or the relationship created by this Agreement, including any claim by Franchisee or its owners, regarding the entry into, the performance under, or the termination of this Agreement, or any other Agreement between the parties or their affiliates will be resolved via binding arbitration under the authority of the Federal Arbitration Act in accordance with the following provisions:

17.3.1 Any arbitration will be administered by the American Arbitration Association (or its successor) pursuant to its then-current commercial arbitration rules and procedures. The arbitrator will have the authority to decide issues regarding arbitrability and the scope of the arbitrator's jurisdiction. The arbitration must take place in the county in which our headquarters are located at the time of the dispute (currently San Jose, California).

17.3.2 Any arbitration must be on an individual basis, and not as part of a common, consolidated, or class action. The parties and the arbitrator will have no authority or power to proceed with any claim as a class action or otherwise to join or consolidate any claim with any other claim or any other proceeding involving third parties. If a court determines that this limitation on joinder of or class action certification of claims is unenforceable, then this entire commitment to arbitrate will become null and void and the parties will submit all claims to the jurisdiction of the courts.

17.3.3 The arbitrator must follow the law and not disregard the terms of this Agreement or its related agreements. Except as otherwise provided in this Agreement, the arbitrator will have the authority to award any interim, interlocutory, or final remedy or relief that a court of the State of California could order or grant, including, without limitation, general damages, specific performance of any obligation created under this Agreement, the issuance of an injunction or other extraordinary relief, or the imposition of sanctions for abuse or frustration of the arbitration process; however, the arbitrator may not under any circumstances: (i) stay the effectiveness of any pending termination of this Agreement; (ii) assess punitive or other prohibited damages; or (iii) make an award that extends, modifies, or suspends any lawful term of this Agreement or its related agreements or any reasonable standard of business performance that we set. A judgment may be entered upon the arbitration award by any state or federal court of competent jurisdiction. The decision of the arbitrator will be binding and final on all parties to the dispute.

17.3.4 Except as necessary to obtain interim or provisional relief, to enforce any arbitration award or order, or to comply with any franchise-specific disclosure obligation, the arbitration proceeding and award will be maintained as strictly confidential and neither party hereto nor the arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties hereto.

17.3.5 Each party will bear its share of the costs of the arbitration proceeding. The prevailing party to the arbitration will have the right to an award of its reasonable attorneys' fees and costs incurred after the filing of the demand for arbitration. If either Franchisor or Franchisee seeks to enforce this Agreement in any arbitral or other proceeding, the prevailing party will be entitled to recover its reasonable costs and expenses (including reasonable attorneys' fees, costs, and expenses (and interest on such fees, costs, and expenses) and expert witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel or living expenses) incurred in connection with such judicial or other proceeding.

17.3.6 This agreement to arbitrate shall survive the expiration or earlier termination of this Agreement.

17.4 Injunctive Relief. Notwithstanding anything to the contrary contained in this Section 17, either party may file suit in a court of competent jurisdiction (pursuant to Section 17.2) for the entry of temporary or preliminary injunctive relief, restraining orders and orders of specific performance, including injunctive relief pertaining to Franchisee's use or misuse of the System, Marks, or Confidential Information, or impermissible competition, prior to or after the expiration or earlier termination of this Agreement. The parties hereto agree that seeking and obtaining such relief will not waive the parties' agreements to arbitrate.

17.5 Limitation of Actions. Except with regard to claims related to Franchisee's obligations to make payments to Franchisor pursuant to this Agreement, Franchisee's indemnification obligations, and claims related to unauthorized use of the Proprietary Marks or Confidential Information (all of which claims will be subject only to the applicable state or federal statute of limitations), any and all claims and actions arising out of or relating to this Agreement (including the offer and sale of this Agreement), the Franchise relationship, or Franchisee's operation of the Franchised Business (including any defenses and any claims of set-off or recoupment) shall be irrevocably barred unless brought or asserted before the expiration of the earlier of (A) the time period for bringing an action under any applicable state or federal statute of limitations; (B) one (1) year after the date upon which a party discovered, or should have discovered, the facts giving rise to an alleged claim; or (C) two (2) years after the first act or omission giving rise to an alleged claim**.**

17.6 Waiver of Damages. Except with respect to the exclusions set forth in this Section 17.6, to the fullest extent permitted by applicable law and as provided below, Franchisor, Franchisee, and Franchisee's owners waive to the fullest extent permitted by law any right to or claim of any punitive, exemplary, treble, incidental, indirect, consequential, or other similar damages against Franchisor, Franchisee, any of their respective affiliates, owners, officers, directors, shareholders, partners, agents, representatives, independent contractors, servants, and employees, arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort, statutory or otherwise). However, the foregoing waiver will not apply to any claim (a) by any party for attorneys' fees or costs and expenses under this Agreement; (b) for any damages whatsoever, including, without limitation, consequential damages, for adverse harm to the Marks or the System; or (c) indemnification and damages for any third-party claims arising under Section 16.1.3. Notwithstanding anything to the contrary in this Agreement, if any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions of limited waiver by agreement of punitive, exemplary, incidental, indirect, or consequential damages will continue in full force and effect.

17.7 Waiver of Jury Trial. The parties hereto irrevocably waive trial by jury in any action, proceeding, or counterclaim in connection with any matter or dispute of any kind arising under or in any way connected with this Agreement or any right or remedy hereunder, whether at law or in equity, brought by either party hereto.

18. TIME IS OF THE ESSENCE

As to all reports and fees payable to or to be made to Franchisor and any inspections initiated by Franchisor under Section 7.4, time shall be of the essence.

19. APPROVALS, WAIVERS, AND BINDING EFFECTS

19.1 Approvals. Whenever this Agreement requires Franchisor's prior approval or consent, Franchisee shall make a timely written request to Franchisor for the approval or consent, which Franchisor shall grant, if at all, only in writing.

19.2 Waivers. Except as set forth in this Agreement, no rights or remedies set forth in this Agreement shall exclude any other right or remedy allowed by law or in equity. No waiver by a party of any covenant or condition or breach of any covenant or condition of this Agreement shall constitute a waiver of any subsequent breach or nonobservance on any other occasion of the same or any other covenant or condition of this Agreement. Subsequent acceptance by Franchisor of payments due it shall not constitute a waiver by Franchisor of any prior breach. No failure by any party to this Agreement to take action on account of any default by any other party, or to exercise any right hereunder, whether in a single instance or repeatedly, shall constitute a waiver of any such default or right or the performance required of such other party.

19.3 Binding Effect; No Other Rights. This Agreement shall bind the parties and their respective executors, administrators, successors and assigns. Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, and such of the parties' respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by Section 12.1 and 12.3 above, any rights or remedies under or by reason of this Agreement.

20. NOTICES

20.1 Any and all notices required or permitted under this Agreement shall be in writing and shall be personally delivered, sent by registered mail, a recognized overnight delivery service (e.g., UPS, FedEx, etc.), or by other means which affords the sender evidence of delivery, or of rejected delivery, to the respective parties at the addresses below, unless and until a different address has been designated by written notice to the other party. Any notice by a means which affords the sender evidence of delivery, or rejected delivery, shall be deemed to have been given at the date and time of receipt or rejected delivery.

Franchisor:

1 Plus 1 Cares Franchising, LLC
3031 Tisch Way, Suite 110PW
San Jose, CA 95128
Attention: Ray Liu
E-Mail: rayl@1plus1cares.com

Franchisee: Franchisee's notice address set forth on Exhibit A to this Agreement

21. FORCE MAJEURE

Neither Franchisor nor Franchisee will be liable for loss or damage or deemed to be in breach of this Agreement if performance is rendered impossible or commercially impractical by a Force Majeure Event (defined below). Any delay resulting from any Force Majeure Event will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable in the judgment of the party to whom performance is owed, except no Force Majeure Event will operate to excuse Franchisee from the prompt payment of any fee or other amount due to Franchisor or its affiliates under this Agreement. Franchisee or Franchisor will, within five (5) days of the occurrence of the Force Majeure Event, give a written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration, and any action being taken to avoid or minimize its effect. Any suspension of performance will be of no greater scope and of no longer duration than is reasonably required; provided, however, if the suspension of performance continues for ninety (90) days from the date of the occurrence and such failure to perform would constitute an event of default of this Agreement in the absence of such Force Majeure Event, Franchisor may, subject to any applicable franchise relationship law, terminate this Agreement immediately by giving written notice to Franchisee. As used in this Agreement, "Force Majeure Event" means acts of God (such as tornadoes, earthquakes, hurricanes, floods, fire, or other natural catastrophe); strikes, lockouts, or other industrial disturbances; war (declared or undeclared), riot, terrorist act, or other civil disturbances; cybersecurity incidents; epidemics; pandemics; public health emergencies; governmental action; or any other cause that is beyond the reasonable control of the party affected thereby and that materially and adversely affects the ability of such party to perform. Financial inability of a party hereto will not constitute a Force Majeure Event.

22. IMMUNITY FOR CERTAIN LIMITED DISCLOSURES

Notwithstanding anything in this Agreement to the contrary, Franchisee and its affiliates may, in accordance with any applicable law, including the federal Defend Trade Secrets Act, disclose Confidential Information, including Franchisor's trade secrets, (a) in confidence, to federal, state, or local government officials, or to an attorney of Franchisee, for the sole purpose of reporting or investigating a suspected violation of law; or (b) in a document filed in a lawsuit or other legal proceeding, but only if the filing is made under seal and protected from public disclosure. Nothing in this Agreement is intended to conflict with any applicable law or create liability for disclosures expressly allowed by law.

23. ENTIRE AGREEMENT AND AMENDMENT

This Agreement and the exhibits referred to in this Agreement constitute the entire, full, and complete Agreement between Franchisor and Franchisee concerning the Agreement's subject matter, and supersede any and all prior or contemporaneous negotiations, discussions, understandings, and agreements. There are no other oral or written understandings or agreements between Franchisor and Franchisee relating to the subject matter of this Agreement. Notwithstanding the foregoing, nothing in this Franchise Agreement is intended to disclaim any representations made by Franchisor in the Franchise Disclosure Document that Franchisor furnished to Franchisee, if any. Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing. The System and Manuals are subject to change by Franchisor at any time, at Franchisor's option.

24. SEVERABILITY; ENFORCEMENT OF COVENANTS; CONSTRUCTION

24.1 Severability. If any of the provisions of this Agreement may be construed in more than one way, one of which would render the provision illegal or otherwise voidable or unenforceable, such provision shall have the meaning which renders it valid and enforceable. The language of all provisions of this Agreement shall be construed according to its fair meaning and not strictly against any party. In the event any court or other government authority shall determine that any provision in this Agreement is not enforceable as written, the parties agree that the provision shall be amended so that it is enforceable to the fullest extent permissible under the laws and public policies of the jurisdiction in which enforcement is sought and affords the parties the same basic rights and obligations and has the same economic effect. If any provision in this Agreement is held invalid or otherwise unenforceable by any court or other government authority or in any other proceeding, such findings shall not invalidate the remainder of the Agreement.

24.2 Enforceability of Covenants. Franchisee agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision of this Agreement, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unenforceable in a final decision to which Franchisor and Franchisee are a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

24.3 Construction. All captions and headings in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision. Each pronoun used in this Agreement shall include the other numbers and genders, as appropriate. The words "**include**" and "**including**" will be construed to include the words "**without limitation**."

25. JOINT AND SEVERAL OBLIGATION

If Franchisee consists of more than one person or entity, each person and entity shall have joint and several liability for Franchisee's obligations under this Agreement.

26. INCORPORATION OF EXHIBITS

All exhibits referred to in this Agreement constitute an integral part of this Agreement.

27. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed will be an original, but all of which together will constitute one (1) and the same instrument.

28. SURVIVAL OF PROVISIONS

All provisions of this Agreement which, by their terms or intent, are designed to survive the expiration or termination of this Agreement, shall so survive the expiration and/or termination of this Agreement.

29. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

29.1 Franchisee represents, warrants, and acknowledges to Franchisor as follows:

29.1.1 Modification of Offers. Franchisee understands that present and future franchisees of Franchisor may operate under different forms of agreements and, consequently, the obligations and rights of the parties to those agreements may differ materially from the obligations and rights contained in this Agreement. Franchisee also acknowledges and agrees that Franchisor may modify the offer of 1 + 1 Cares franchises to other franchisees in any manner and at any time, which offers and agreements have or may have terms, conditions, and obligations that may differ from the terms, conditions, and obligations in this Agreement.

29.1.2 No Other Obligations. Each party represents and warrants to the others that his/her/its execution of this Agreement and all exhibits and addenda hereto do not violate or breach any other agreement, contract or covenant to which such party is bound, and further represents and warrants to the other parties that there are no other agreements, court orders, or any other legal obligations that would preclude or in any manner restrict such party from: (a) negotiating and entering into this Agreement; (b) exercising its rights under this Agreement; and/or (c) fulfilling its responsibilities under this Agreement.

29.1.3 Compliance with Anti-Terrorism Laws and Other Laws. Franchisee and its owners represent and warrant to Franchisor that: (a) neither Franchisee nor any of its owners have made any untrue statement of any material fact nor omitted to state any material fact in Franchisee and their franchise application and other documents and information submitted to Franchisor, or in obtaining the rights granted herein; (b) neither Franchisee nor any of its owners have any direct or indirect legal or beneficial interest in any business that may be deemed a Competitive Business, except as otherwise completely and accurately disclosed in Franchisee's franchise application materials; (c) Franchisee and its owners have a legal right to own and operate the Franchised Business, and the owner or officer that executes this Franchise Agreement on Franchisee's behalf has all legal right an authority to execute on Franchisee's behalf and to legally and contractually bind Franchisee; and (d) neither Franchisee nor its owners (i) have been designated as suspected terrorists under U.S. Executive Order 13244; (ii) is identified, either by name or an alias, pseudonym or nickname, on the lists of "**Specially Designated Nationals**" or "**Blocked Persons**" maintained by the U.S. Treasury Department's Office of Foreign Assets Control (texts currently available at https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx /); (iii) have not violated and will not violate any law (in effect now or which may become effective in the future) prohibiting corrupt business practices, money laundering or the aid or support of persons who conspire to commit acts of terror against any person or government, including acts prohibited by the U.S. Patriot Act (text currently available at http://www.epic.org/privacy/terrorism/hr3162.html), U.S. Executive Order 13244 (text currently available at http://www.treas.gov/offices/enforcement/ofac/sanctions/terrorism.html), the Foreign Corrupt Practices Act, or any similar law. Franchisee has a continuing obligation to advise Franchisor of any material changes in these statements and representations made to Franchisor in this Agreement or in the franchise application.

30. BUSINESS JUDGMENT

Franchisee understands and agrees that Franchisor may operate and change the System in any manner that is not expressly and specifically prohibited by this Agreement. Whenever Franchisor has expressly reserved in this Agreement or is deemed to have a right and/or discretion to take or withhold an action, or to grant or decline to grant Franchisee a right to take or withhold an action, except as otherwise expressly and specifically provided in this Agreement, Franchisor may make such decision or exercise its right and/or discretion on the basis of Franchisor's sole judgment of what is in the best interest of Franchisor, the System, and the brand overall, including Franchisor, its affiliates, and the franchise network, at the time Franchisor's decision is made or Franchisor's right or discretion is exercised, without regard to whether: (1) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by Franchisor; (2) Franchisor's decision or the action taken promotes Franchisor's financial or other individual interest; (3) Franchisor's decision or the action it takes applies differently to Franchisee and one or more other franchisees or Franchisor company-owned or affiliate-owned operations; or (4) Franchisor's decision or the exercise of its right or discretion is adverse to Franchisee's interests. In the absence of an applicable statute, Franchisor will have no liability to Franchisee for any such decision or action. Franchisor and Franchisee intend that the exercise of Franchisor's right or discretion will not be subject to limitation or review. If applicable law implies a covenant of good faith and fair dealing in this Agreement, Franchisor and Franchisee agree that such covenant shall not imply any rights or obligations that are inconsistent with the express wording of the terms of this Agreement and that this Agreement grants Franchisor the right to make decisions, take actions, and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations hereunder.

Executed as of the day and year first set forth above.

Franchisor: **1 PLUS 1 CARES FRANCHISING, LLC**

By: ______________________________
Its: ______________________________
Date: ______________________________

Franchisee: ______________________________

By: ______________________________
Its: ______________________________
Date: ______________________________

Exhibit A

Identification of Franchisee

1. Name of Franchisee: ________________________________
2. Type of Entity ________________________________
3. Statement of Formation ________________________________
4. Notice Address of Franchisee: ________________________________

   ____

   E-Mail: __________________________
5. Date of Opening: ________________________________

Exhibit B

Authorization Agreement for Prearranged Payments
(Direct Debits)

The undersigned depositor ("Depositor") hereby authorizes 1 Plus1 Cares Franchising, LLC ("Franchisor") to initiate debit entries and/or credit correction entries to the Depositor's checking and/or savings account(s) indicated below and the depository ("Depository") to debit such account pursuant to Franchisor's instructions.

_______________________________ Depository	_________________________ Branch
_______________________________ Street Address, City, State, Zip Code	
_______________________________ Bank Transit/ABA Number	_________________________ Account Number

This authority is to remain in full force and effect until Depository has received joint written notification from Franchisor and Depositor of the Depositor's termination of such authority in such time and in such manner as to afford Depository a reasonable opportunity to act on it. Notwithstanding the foregoing, Depository shall provide Franchisor and Depositor with 30 days' prior written notice of the termination of this authority. If an erroneous debit entry is initiated to Depositor's account, Depositor shall have the right to have the amount of such entry credited to such account by Depository, if within 15 calendar days following the date on which Depository sent to Depositor a statement of account or a written notice pertaining to such entry or 45 days after posting, whichever occurs first, Depositor shall have sent to Depository a written notice identifying such entry, stating that such entry was in error and requesting Depository to credit the amount thereof to such account. These rights are in addition to any rights Depositor may have under federal and state banking laws.

____
Depositor

By: ______________________
Title: _____________________
Date: _____________________

Exhibit C

Statement of Ownership Interests

The following is a list of all of Franchisee's owners, the percentage of their ownership interest and a description of the nature of their ownership interest:

Individual/Entity Name	Percentage of Ownership/Nature of Interest*

* Must equal 100%.

Exhibit D

Guarantee, Indemnification, and Acknowledgment

As an inducement to 1 Plus 1 Cares Franchising, LLC ("Franchisor") to execute the Franchise Agreement between Franchisor and _______________ ("Franchisee"), dated _________, 20__ (the "Agreement"), the undersigned jointly and severally, hereby unconditionally guarantee to Franchisor and its successors and assigns that all of Franchisee's monetary and other obligations under the Agreement will be punctually paid and performed.

The undersigned each jointly and severally agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement and its related agreements. Upon demand by Franchisor, the undersigned each hereby jointly and severally agree to immediately make each payment required of Franchisee under the Agreement and waive any right to require Franchisor to: (a) proceed against Franchisee for any payment required under the Agreement; (b) proceed against or exhaust any security from Franchisee; (c) pursue or exhaust any remedy, including any legal or equitable relief, against Franchisee; or (d) give notice of demand for payment by Franchisee. Without affecting the obligations of the undersigned under this Guarantee, Franchisor may, without notice to the undersigned, extend, modify, or release any indebtedness or obligation of Franchisee, or settle, adjust, or compromise any claims against Franchisee, and the undersigned each hereby jointly and severally waive notice of same and agree to remain and be bound by any and all such amendments and changes to the Agreement.

The undersigned each hereby jointly and severally agree to defend, indemnify and hold Franchisor harmless against any and all losses, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorney's fees, reasonable costs of financial and other investigation, court costs, and fees and expenses) resulting from, consisting of, or arising out of or in connection with any failure by Franchisee to perform any obligation of Franchisee under the Agreement, any amendment thereto, or any other agreement executed by Franchisee referred to therein.

The undersigned each hereby jointly and severally acknowledge and expressly agree to be individually bound by, and personally liable for the breach of, all of the covenants and obligations contained in Sections 8 (Marks), 9 (Manuals), 10 (Confidentiality and Covenants Not to Compete), 12 (Transfer of Interest), 14 (Obligations Upon Termination or Expiration), and 17 (Governing Law and Dispute Resolution) of the Agreement, and acknowledge and agree that this Guarantee does not grant the undersigned any right to use the "1 + 1 CARES" Marks or System licensed to Franchisee under the Agreement; provided, notwithstanding the foregoing, an individual that does not, directly or indirectly, have an ownership interest in Franchisee will not be bound by the non-compete covenants of Sections 10.5 and 10.6 of the Agreement.

This Guarantee shall terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the undersigned which arose from events which occurred on or before the effective date of such termination shall remain in full force and effect until satisfied or discharged by the undersigned, and all covenants which by their terms continue in force after the expiration or termination of the Agreement shall remain in force according to their terms. Upon the death of an individual guarantor, the estate of such guarantor shall be bound by this Guarantee, but only for defaults and obligations hereunder existing at the time of death; and the obligations of the other guarantors will continue in full force and effect.

If Franchisor is required to enforce this Guarantee in a judicial or arbitration proceeding, and prevails in such proceeding, Franchisor shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants', arbitrator', and expert witness fees, costs, and expenses, costs of investigation and proof of facts, court costs, other litigation expenses, travel and living expenses, and interest, whether incurred prior to, in preparation for, or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse Franchisor for any of the above-listed costs and expenses Franchisor incurs.

Subject to the obligations and provisions below, each of the undersigned agrees that all actions arising under this Guarantee or the Agreement, or otherwise as a result of the relationship between Franchisor and the undersigned, shall be governed by the provisions of Section 17 of the Agreement, and must be commenced in the state or federal court encompassing San Jose, California, and each of the undersigned irrevocably submits to the jurisdiction of those courts and waives any objection he or she might have to either the jurisdiction of or venue in those courts. Nonetheless, each of the undersigned agrees that Franchisor may enforce this Guarantee and any orders and awards in the courts of the state or states in which he or she is domiciled.

Unless specifically stated otherwise, the terms used in this Guarantee shall have the same meaning as in the Agreement, and shall be interpreted and construed in accordance with Section 17 of the Agreement. This Guarantee shall be interpreted and construed under the laws of the State of California. In the event of any conflict of law, the laws of the State of California shall prevail (without regard to, and without giving effect to, the application of California conflict of law rules).

IN WITNESS WHEREOF, each of the undersigned has signed this Guarantee as of the date of the Agreement.

GUARANTOR(S)

Signed:______________________________________

Name:_______________________________________

Address:_____________________________________
____

Signed:______________________________________

Name:_______________________________________

Address:_____________________________________
____

Exhibit E

Non-Disclosure Agreement

THIS NON-DISCLOSURE AGREEMENT ("**Agreement**") is made this ___ day of _________, 20___, by and between ___________________________ (the **"Franchisee"**), and ___________________________, who is an owner, manager, supervisor, member, partner, or a person in a managerial position with, Franchisee (the "**Obligee**").

BACKGROUND:

A. Franchisor, as the result of the expenditure of significant time, skill, effort and money, has developed a distinctive and proprietary system (the "**System**") for establishing and operating businesses that provide a referral agency that offers caregiver search, recruitment and placement services ("**Referral Services**") for quality non-medical domestic work and senior care ("**Caregiver Services**") provided by qualified caregivers ("**Caregivers**"), (collectively, the Referral Services and Caregiver Services are the "**Approved Services and Products**") and related services and products that Franchisor designates or approves under the System and the Marks (defined below), (each such business referred to generally as a "**1 + 1 Cares Business**");

B. Franchisor and Franchisee have executed a Franchise Agreement ("**Franchise Agreement**") granting Franchisee the right to operate one (1) 1 + 1 Cares Business (the "**Franchised Business**") and to produce and distribute services and products approved by Franchisor and use the Marks in connection therewith under the terms and conditions of the Franchise Agreement;

C. The Obligee, by virtue of his or her position with Franchisee, will gain access to certain of Franchisor's Confidential Information, as defined herein, and must therefore be bound by the same confidentiality that Franchisee is bound by.

IN CONSIDERATION of these premises, the conditions stated herein, and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Confidential Information. Obligee shall not, during the term of the Franchise Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, entity, association, or corporation any confidential information, trade secrets, knowledge, or know how concerning the System or the methods of operation of the Franchised Business which may be communicated to Obligee or of which Obligee may be apprised by virtue of Franchisee's operation under the terms of this Agreement. Any and all information, knowledge, know how, and techniques which Franchisor designates as confidential shall be deemed confidential for purposes of this Agreement, except information which Obligee can demonstrate came to its attention prior to disclosure thereof by Franchisor; or which, at or after the time of disclosure by Franchisor to Franchisee, had become or later becomes a part of the public domain, through publication or communication by others. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain trade secrets, as specified in the Manuals.

2. Injunctive Relief. Obligee acknowledges that any failure to comply with the requirements of this Agreement will cause Franchisor irreparable injury, and Obligee agrees to pay all court costs and reasonable attorney's fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of, the requirements of this Agreement.

3. Severability. All agreements and covenants contained herein are severable. If any of them, or any part or parts of them, shall be held invalid by any court of competent jurisdiction for any reason, then the Obligee agrees that the court shall have the authority to reform and modify that provision in order that the restriction shall be the maximum necessary to protect Franchisor's and/or Franchisee's legitimate business needs as permitted by applicable law and public policy. In so doing, the Obligee agrees that the court shall impose the provision with retroactive effect as close as possible to the provision held to be invalid.

4. Delay. No delay or failure by Franchisor or the Franchisee to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right provided herein, and no waiver of any violation of any terms and provisions of this Agreement shall be construed as a waiver of any succeeding violation of the same or any other provision of this Agreement.

5. Jurisdiction, Venue and Choice of Law. This Agreement shall be interpreted and construed in accordance with, and any disputes arising under or in connection with this Agreement will be governed by, with the laws of the State of California, without regard to its conflicts of laws provisions. The parties agree that an action arising out of, related to, or seeking to enforce this Agreement may be brought in federal or state court encompassing San Jose, California, and the parties express consent to and waive any objections or challenges to personal jurisdiction and venue in such court.

6. Third-Party Beneficiary. Obligee hereby acknowledges and agrees that Franchisor is an intended third-party beneficiary of this Agreement with the right to enforce it, independently or jointly with Franchisee.

IN WITNESS WHEREOF, the Franchisee and the Obligee attest that each has read and understands the terms of this Agreement, and voluntarily signed this Agreement on this _____ day of ________________, 20___.

FRANCHISEE	OBLIGEE
____	____
By:___________________________________	By:___________________________________
Name:_________________________________	Name:_________________________________
Title:__________________________________	Title:__________________________________

Exhibit F

Services and Support Agreement

THIS SERVICES AND SUPPORT AGREEMENT ("Agreement") is made and entered into on __________ ("Effective Date") by and between Bridge Service Solutions, LLC ("BSS") and ________________ ("Franchisee").

R E C I T A L S:

A. Contemporaneous with this Agreement, Franchisee entered into a franchise agreement ("Franchise Agreement") with 1 Plus 1 Cares Franchising, LLC ("Franchisor") pursuant to which Franchisee was granted the right and undertook the obligation to operate a 1 + 1 Cares franchised agency ("Franchised Agency"), which will provide individuals and families ("Clients") with a referral agency that offers caregiver search, recruitment and placement services for quality non-medical domestic work and senior care provided by qualified caregivers ("Caregivers") pursuant to the terms of the Franchise Agreement.

B. BSS is a provider of certain operational assistance to Clients and Caregivers, including, but not limited to, customer support services, registration operations, certain referral operations, billing operations, and settlement services through the proprietary software program licensed to Franchisee by Franchisor's affiliate, CareForce Software (collectively, the "Operational Support Services").

C. Franchisee desires to receive the Operational Support Services in connection with the Client and Caregivers of its Franchised Agency, as described in this Agreement.

NOW THEREFORE, BSS agrees to provide the Operational Support Services to Franchisee pursuant to the following terms and conditions:

1. **Support to be Provided to Franchisee**. In consideration of the payment of the Support Fee (defined below) BSS will provide to Franchisee's Franchised Agency the Operational Support Services, as and to the extent BSS deems appropriate in its discretion. BSS reserves the right to modify the Operational Support Services in its reasonable discretion.

2. **Support Team Fee**. Franchisee shall pay to Bridge Service Solutions, LLC a Support Team Fee equal to the greater of $125 per week or $35 per Client per week in exchange for the Operational Support Services. BSS reserves the right to increase this fee by up to five percent (5%) during each year of the Franchise Agreement.

3. **Confidentiality**. The Parties hereto agree that all training materials and/or manuals provided to Franchisee in accordance with the terms of this Agreement shall be "Confidential Information" subject to the terms of the Confidential Information provision of the Franchisee's Franchise Agreement, which are hereby incorporated into this Agreement by reference as if fully set forth herein.

4. **Term**. The term of this Agreement is one year beginning on the Effective Date. It shall automatically renew each year and shall remain in effect throughout the term of the Franchise Agreement between Franchisor and Franchisee unless sooner terminated pursuant to Section 5.

5. **Termination**. BSS shall have the right to terminate this Agreement upon ten (10) days written notice to Franchisee upon:

(a) any violation or breach by Franchisee, its officers or employees of any provision of this Agreement or the Franchise Agreement, including, but not limited to, payment;

(b) the voluntary or involuntary filing of a bankruptcy petition or similar proceeding under State law with respect to Franchisee; or

(c) Franchisee's becoming insolvent or making any assignment for the benefit of creditors.

In addition, this Agreement shall automatically terminate upon the termination or expiration of the Franchise Agreement.

6. **Taxes**. Franchisee shall, in addition to the payment required hereunder, pay all sales, use, transfer or other taxes whether national, state, or local, however designated, which are levied or imposed by reason of the transaction contemplated hereby; excluding, however, income taxes on profits which may levied against BSS. Franchisee shall reimburse BSS for any amount of any such taxes or duties paid or accrued by BSS as a result of this transaction.

7. **Dispute Resolution**. All controversies, disputes or claims between the parties hereto related to this Agreement shall be arbitrated in accordance with the dispute resolution provisions of the Franchise Agreement between Franchisor and Franchisee.

8. **Entire Agreement**. Each party acknowledges that this Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties with respect to the Operational Support Services provided to Franchisee and that this Agreement supersedes and merges all prior oral or written proposals, understandings and Agreements, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties hereto.

9. **Force Majeure**. Neither party shall be liable to the other for any delay or failure to perform due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay.

10. **Governing Law**. This Agreement shall be interpreted and construed in accordance with the laws of the State of California.

11. **Enforceability**. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted.

12. **Assignment**. Franchisee may not assign or sub-license, without prior written consent of BSS, its rights, duties or obligations under this Agreement, in whole or in part, to any person or entity, which consent shall withheld in BSS's sole discretion. Any such attempted assignment or sublicense shall be void and shall constitute a material breach of this Agreement.

13. **Notice**. Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt thereof; (ii) if mailed, three (3) business days after deposit in the U.S. mail, postage paid, certified mail return receipt requested; or (iii) if sent by next business day delivery, one (1) day after being placed in the hands of a commercial courier service for next business day delivery. All notices shall be addressed to the parties at the respective addresses indicated herein.

14. **No Waiver**. The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

15. **Remedies**. The rights and remedies of BSS set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

16. **Headings**. The Heading used in this Agreement are for reference only, do not form a part of this Agreement and shall not affect the meaning or interpretation of this Agreement.

17. **Execution in Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Additionally, this Agreement may be executed and transmitted by electronic means, all of which will be considered an original for all purposes.

[*Remainder of page intentionally left blank – signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below, with the Effective Date as the date signed by BSS.

BSS	**FRANCHISEE**
BRIDGE SERVICE SOLUTIONS, LLC	**[NAME OF FRANCHISEE]**
By: ______________________________	By: ______________________________
Name: ____________________________	Name: ____________________________
Title: _____________________________	Title: _____________________________

<u>Exhibit G</u>
Careforce Software License Agreement

THIS CAREFORCE SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into on __________ ("Effective Date") by and between Careforce Software, LLC ("Licensor") and ________________ ("Licensee").

R E C I T A L S:

A. Contemporaneous with this Agreement, Licensee entered into a franchise agreement ("Franchise Agreement") with 1 Plus 1 Cares Franchising, LLC ("Franchisor") pursuant to which Licensee was granted the right and undertook the obligation to operate a 1 + 1 Cares franchised agency ("Franchised Agency"), which will provide individuals and families ("Clients") with a referral agency that offers caregiver search, recruitment and placement services for quality non-medical domestic work and senior care provided by qualified caregivers ("Caregivers") pursuant to the terms of the Franchise Agreement.

B. Licensor is the owner of the Careforce software program ("Careforce Software"), which Licensee is required to use in connection with the Franchised Agency.

C. Licensor is willing to grant Licensee a limited license to use the Careforce Software in connection with the Franchised Agency pursuant to the terms and conditions of this Agreement and the Franchise Agreement.

NOW THEREFORE, Licensor agrees to license the Careforce Software to Licensee pursuant to the following terms and conditions:

TERMS AND CONDITIONS

1. **License Grant**: Licensor grants to Licensee a renewable License to use the Careforce Software, and all subsequent upgrades, on Licensee's computer used in connection with the Franchised Agency. This License does not extend to other parties, even if they use the same computer. Licensor reserves the right to issue new modules, which may be separately licensed.

2. **Technology Fee**. During the term of this Agreement and upon the opening of the Franchised Agency, Franchisor shall deduct from Franchisee's weekly Commissions (as defined in the Franchise Agreement) a weekly Technology Fee (as defined in the Franchise Agreement). The amount of this fee may change by up to twenty percent (20%) periodically at the discretion of Franchisor. Failure to allow for such deduction shall result in the immediate termination of this License.

3. **Title and Ownership**: Title to the Careforce Software shall remain with Licensor. The Careforce Software and accompanying written materials are the property of Licensor. All upgrades to the Careforce Software shall be the property of Licensor. Ownership of all copies of the Careforce Software are retained by Licensor. Licensee shall not copy or reverse-engineer the Careforce Software in whole or in part, nor shall it permit other parties to do so.

4. **Term**: This License is an annual license beginning on the Effective Date. It shall automatically renew each year and shall remain in effect throughout the term of the Franchise Agreement between Franchisor and Licensee unless sooner terminated pursuant to Section 13.

5. **Protection of Careforce Software**: Licensee agrees not to make available to any party the Careforce Software or any of its parts. Licensee agrees to take appropriate action with its employees and any other parties to obtain assurances of non-disclosure consistent with this Agreement.

 Licensee recognizes that the Careforce Software is Licensor's copyrighted property, represents a large investment of human and financial resources by Licensor, is a trade secret of Licensor, and is confidential information. Licensee agrees to keep the Careforce Software, and all related materials, confidential. Licensee will use its best efforts, including any reasonable security precautions as Licensor may request, to ensure that the proprietary rights of Licensor are preserved to the fullest extent possible under the law. In addition to the right to terminate this Agreement, Licensor shall be entitled to seek appropriate injunctive relief in the event of any violation of the confidentiality of its copyrighted materials, and to bring an action at law where appropriate.

6. **Use of Careforce Software**. Licensee shall not and shall not allow its employees or agents to:

    a. sell, assign, lease, sublicense, market or commercially exploit in any way, the Careforce Software, the Customer Data (as defined below), or any other data generated by the use of the Careforce Software or any component thereof;

    b. disclose or grant access to the Careforce Software, the Customer Data, or any other data generated by use of the Careforce Software or any component thereof to any third party;

    c. modify the Careforce Software in any way; or

    d. copy or reproduce the Careforce Software, the Customer Data, or any other data generated by the use of the Careforce Software or any component thereof, in any manner, except as provided by this Section of the Agreement. Nothing herein shall prohibit Licensee from maintaining a back-up copy of such data, or the Careforce Software to the extent reasonably necessary to comply with local, state and federal laws and for usual and customary business purposes.

7. **Training Materials**. Customized training materials and/or manuals for the Careforce Software prepared by Licensor for distribution to Licensee may be distributed to Licensee in hard copy form or in digital form via any medium selected by Licensor. Licensor grants Licensee a limited, non-transferrable license to use the training materials during the term of this Agreement.

8. **Ownership of Customer Data**. Licensor shall own all right, title and interest in and to all records and data processed by (or retained in the databases of) the Careforce Software including, without limitation, all current, prior and potential Client and Caregiver lists, Client and Customer histories and all other Client or Caregiver-related data and information (the "Customer Data"). To the extent that the Customer Data is not deemed to be solely owned by Licensor, Licensee shall assign, and hereby does assign, its entire right, title and interest in and to the Customer Data to Licensor.

9. **Licensor's Access to the Careforce Software**. Licensor will have the right, at all times, during the term of this Agreement to access the Careforce Software and to retrieve, analyze and use all Customer Data. Licensor shall also have the right to periodically download the Careforce Software

and retrieve all Customer Data. In addition, Licensor shall have the right to use or disclose the Customer Data at any time and for any purpose without restriction. Upon any termination of this Agreement or termination or expiration of the Franchise Agreement, Licensee shall have no further right to access or use the Careforce Software or the Customer Data.

10. **Assignment and Sub-Licensing**: This License shall not be assigned or sub-licensed by Licensee, except with the prior, specific written consent of Licensor.

11. **Warranty**: Licensor warrants that the Careforce Software when delivered to Licensee, shall be free from material defects and shall conform to the program documentation. Licensee acknowledges that the Careforce Software is of a complexity that it may have certain defects when delivered. Licensee agrees that the sole liability of Licensor shall be to correct program errors in the Careforce Software, and not to correct problems due to the hardware upon which the Careforce Software is operated, interaction with other non-standard software, or incorrect handling or employment of the Careforce Software by Licensee. All warranties extend only to the Licensee.

    THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. **Limitation of Liability; Limitation of Actions**: LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST PROFITS FROM ANY CAUSE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CAREFORCE SOFTWARE, NOR FOR ANY CLAIM OR DEMAND BY OR AGAINST LICENSEE. No action arising out of the transactions under this Agreement may be brought by either party more than one (1) year after the cause of action has occurred. Additionally, any cause of action for improper use, transfer, sub-licensing, or disclosure of the Careforce Software or materials may be brought within one (1) year of the date when Licensor shall have actual knowledge thereof. In the event Licensor must institute suit to enforce the terms and conditions of this Agreement, Licensee shall pay reasonable attorneys' fees and costs incurred by Licensor.

13. **Termination by Licensor**: The parties agree that any of the following events shall be considered a default under the terms of this Agreement, shall entitle Licensor to terminate this Agreement, and shall authorize Licensor to immediately terminate Licensee's access to the Careforce Software:

    a. Failure to maintain the Franchise Agreement between Franchisor and Licensee in good standing;

    b. Failure to make payments of any kind to Franchisor or failure to allow for deductions from Commissions in full or on time;

    c. Failure to comply with any covenants or agreements herein;

    d. Licensee's disposing of, licensing, or transferring the Careforce Software, other than strictly in accordance with the terms of this Agreement.

e. Upon termination of this Agreement, Licensee shall immediately cease accessing the Careforce Software and, if applicable, deliver to Licensor the Careforce Software and any copies of the Careforce Software, and related materials in its possession, and shall not maintain any copies of any of these materials, in whole or part, for itself. In the event Licensee fails to immediately comply with the foregoing, Licensor may enter the Franchised Agency's premises without liability and remove the Careforce Software and all backup copies of the Careforce Software, the Customer Data and all backup copies thereof, and all other materials or information which relates to the Careforce Software and its operation which have been provided to Licensee by Licensor.

14. **Miscellaneous**: In the event that any part of this Agreement shall be found to be unenforceable, these findings shall not invalidate the other parts of this Agreement. This Agreement expresses the entire understanding of the parties with respect to the subject matter herein, all promises, undertakings, representations, agreements and arrangements with reference to the subject matter of this Agreement. This Agreement shall be construed in accordance with the laws of the State of California and shall be deemed to have been made in the State of California. Any disputes arising under this Agreement shall be handled in the manner as set forth in the Franchise Agreement. This Agreement may not be modified, except by a written agreement signed by Licensor and Licensee. Sections 3 and 5 through 14 shall survive any termination or expiration of this Agreement.

LICENSOR	**LICENSEE**
CAREFORCE SOFTWARE, LLC	**[NAME OF LICENSEE]**
By: _______________________________	By: _______________________________
Name: _____________________________	Name: _____________________________
Title: ______________________________	Title: ______________________________

EXHIBIT D

STATE SPECIFIC ADDENDA

Certain states have laws governing the franchise relationship and require modifications to the Disclosure Document, Franchise Agreement and other documents related to the sale of a franchise. The State Specific Addenda ("Addenda") below will modify these agreements to comply with specific state laws. The terms of the Addenda will only apply if you meet the requirements of the applicable state. The terms of the Addenda will override any inconsistent provision of the Disclosure Document, Franchise Agreement, or any related documents.

If your state requires these modifications, you will sign the Acknowledgment below, along with the Franchise Agreement and any other related agreements.

CALIFORNIA

California Corporations Code Section 31125 requires us to give to you a Franchise Disclosure Document approved by the Department of Financial Protection and Innovation before we ask you to consider a material modification of your Franchise Agreement.

Neither Franchisor nor any other person listed in Item 2 of the Franchise 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.

The Franchise Agreement provides for termination upon bankruptcy. Any such provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

The Franchise Agreement contains covenant not to compete provisions that extend beyond the termination of the Franchise Agreement. Such provisions may not be enforceable under California law.

The Franchise Agreement contain liquidated damages clauses. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must sign a general release of claims if you renew or transfer your Franchise Agreement. California Corporations Code Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Sections 31000 through 31516).

Item 6 of the Franchise Disclosure Document is amended to state the highest interest rate allowed by law in California is 10% annually.

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 FRANCHISE DISCLOSURE DOCUMENT.

OUR WEBSITE (www.1plus1cares.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

California Business and Professions Code sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise.

Addendum to the FDD

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

Addendum to the Franchise Agreement

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

{See the last page of this Exhibit D for your Signature.}

ACKNOWLEDGMENT

If any one of the foregoing Addenda is checked as an applicable Addenda below, then that Addenda will be incorporated into the Disclosure Document, Franchise Agreement, and any other specified agreement entered into by Franchisor and the undersigned Franchisee. To the extent any terms of the Addenda conflict with the terms of the Disclosure Document, Franchise Agreement, or any other specified agreement, the terms of the Addenda will control.

□ California
□ Hawaii
□ Illinois
□ Indiana
□ Maryland
□ Minnesota
□ New York
□ North Dakota
□ Rhode Island
□ South Dakota
□ Virginia
□ Washington
□ Wisconsin

IN WITNESS WHEREOF, the parties hereto have read and agree to remain subject to the foregoing Addenda, as applicable, and have executed and delivered this Acknowledgment effective as of the date shown below.

FRANCHISOR:

1 PLUS 1 CARES FRANCHISING, LLC

Dated: ____________________, 20____

By: ________________________________

Title: ________________________________

FRANCHISEE:

____

____

By: ________________________________

Title: ________________________________

EXHIBIT E

LISTS OF CURRENT AND FORMER FRANCHISEES

LIST OF CURRENT FRANCHISEES
AS OF DECEMBER 31, 2024

None.

FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED
AS OF DECEMBER 31, 2024

None.

LIST OF FORMER FRANCHISEES
AS OF DECEMBER 31, 2024

None.

TRANSFERS
AS OF DECEMBER 31, 2024

None.

EXHIBIT F

FORM OF GENERAL RELEASE

The Franchisee, on behalf of itself and its subsidiaries, affiliates, heirs, successors and assigns, hereby releases and discharges any and all liabilities, obligations or claims, whether known or unknown, including without limitation, any claimed violation or breach of the Franchise Agreement or Federal or state laws, including franchise investment laws, against 1 Plus 1 Cares Franchising, LLC ("**Franchisor**"), including its current and former parents, officers, directors, limited liability company managers, employees, subsidiaries and affiliates, and any and all of its respective past and present representatives. The Franchisee realizes the facts as presently known or understood to exist with respect to any known or unknown claims it may have against Franchisor may, in fact, be either incorrect or incomplete, or both. Notwithstanding such possibility, the Franchisee freely enters into this Agreement and assumes all risks of any such possibility and waives any rights whatsoever to challenge the validity and finality of this Agreement even if the present knowledge and understanding of the facts on the part of the Franchisee is in any way incorrect.

IN WITNESS, WHEREOF the parties hereto have executed and delivered this General Release effective as of the day and year first above written.

Franchisor: **1 PLUS 1 CARES FRANCHISING, LLC**

By: ______________________________________
Its: ______________________________________
Date: ____________________________________

Franchisee: ______________________________________

By: ______________________________________
Its: ______________________________________
Date: ____________________________________

EXHIBIT G

TABLE OF CONTENTS TO MANUALS

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State Effective Dates

The following states have franchise laws that 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	Pending

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.

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If 1 Plus 1 Cares Franchising, LLC ("**Franchisor**") offers you a franchise, Franchisor must provide this Disclosure Document to you at least 14 calendar days (or sooner, if required by applicable state law) before you sign a binding agreement with, or make a payment to, Franchisor, or any affiliate of Franchisor in connection with the proposed franchise sale.

New York and Iowa require that Franchisor give you this Disclosure Document at the earlier of the first personal meeting or 10 business days (14 calendar days for 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 Franchisor 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 Franchisor does not deliver this Disclosure Document on time or if it contains a false or misleading statement or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed on Exhibit A to this Disclosure Document.

The names, principal business addresses, and telephone numbers of the franchise sellers offering the franchise (with name and contact information to be inserted as necessary) are:

- Ray Liu, at 3031 Tisch Way, Suite 110PW, San Jose, CA 95128, (888) 321-4711
- Matt Mukoyama, at 3031 Tisch Way, Suite 110PW, San Jose, CA 95128, (888) 321-4711

We have authorized the persons listed on Exhibit A to this Franchise Disclosure Document to receive service of process for us in the listed states.

Issuance Date: January 31, 2025

I have received this Disclosure Document dated January 31, 2025. Please refer to the State Cover Page for the effective date of this Disclosure Statement in your state. This Disclosure Document included the following exhibits:

A	State Administrators and Agents for Service of Process	E	Lists of Current and Former Franchisees
B	Financial Statements	F	Form of General Release
C	Franchise Agreement	G	Table of Contents to Manuals
D	State Specific Addenda		

________________ Date of Receipt

________________________________ Signature of Prospective Franchisee

By ________________________________
Print Name

Copy for Franchisee

RECEIPT

This Disclosure Document summarizes certain provisions of the Franchise Agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If 1 Plus 1 Cares Franchising, LLC ("**Franchisor**") offers you a franchise, Franchisor must provide this Disclosure Document to you at least 14 calendar days (or sooner, if required by applicable state law) before you sign a binding agreement with, or make a payment to, Franchisor, or any affiliate of Franchisor in connection with the proposed franchise sale.

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D	State Specific Addenda		

________________ ____
Date of Receipt Signature of Prospective Franchisee

By ____
Print Name

Copy for 1 Plus 1 Cares Franchising, LLC

Please sign and date both copies of this receipt, keep one copy (the first receipt page) for your records, and mail one copy (the second receipt page) to the address listed on the front page of this Disclosure Document or send it to us by e-mail to rayl@1plus1cares.com.