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FRANCHISE DISCLOSURE DOCUMENT
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CARE-ON-CALL

because YOU matter...

Call On Care, Inc
A California Corporation
3001 Winchester Blvd., Suite 6
Campbell, CA 95008
yani@careoncall.org
www.careoncall.org
844-200-6008

The franchise offered is for the establishment of a non-medical homecare agency specializing in caregiving services to the elderly and other adults who do not need nursing home care but do require some assistance in meeting their healthcare needs.

The total investment necessary to begin operations of a Call on Care Inc. DBA Care on Call Franchised Business is $50,000 to $60,000. This includes the $35,000 franchise fee that must be paid to the franchisor or affiliate.

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 agreement, however, that no governmental agency has verified the information contained in this document.

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact us at 3001 Winchester Blvd., Suite 6, Campbell CA 95008, (844) 200-6008.

The terms of your contract will govern your franchise relationship. Don't 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 an accountant.

Buying a franchise is a complex investment. The information in this Disclosure Document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise." which can help you understand how to use this Disclosure Document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, DC 20580. You can also visit the FTC's home page at www ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

Date of Issuance April 3, 2019

CALIFORNIA STATE COVER PAGE

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

Call the state franchise administrator at (866)275-2677 or (916) 327-7585 for information about the franchisor, or about franchising in your state.

MANY FRANCHISE AGREEMENTS DO NOT ALLOW YOU TO RENEW UNCONDITIONALLY AFTER THE INITIAL TERM EXPIRES. YOU MAY HAVE TO SIGN A NEW AGREEMENT WITH DIFFERENT TERMS AND CONDITIONS IN ORDER TO CONTINUE TO OPERATE YOUR BUSINESS. BEFORE YOU BUY, CONSIDER WHAT RIGHTS YOU HAVE TO RENEW YOUR FRANCHISE, IF ANY, AND WHAT TERMS YOU MIGHT HAVE TO ACCEPT IN ORDER TO RENEW.

If any of the following apply: Please consider the following RISK FACTORS before you buy this franchise:

THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY LITIGATION/ARBITRATION/MEDIATION ONLY IN CALIFORNIA. OUT- OF-STATE LITIGATION/ARBITRATION/MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE/ARBITRATE/MEDIATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE.

THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

EFFECTIVE DATE:

RECEIPT ATTACHED.

STATE EFFECTIVE DATES

The following chart list states require that this disclosure document be registered or filed with the state or be exempt from registration. In these states, the effective date of this disclosure document is as follows:

State	Effective Date
California	Pending
Hawaii	n/a
Illinois	n/a
Indiana	n/a
Maryland	n/a
Michigan	n/a
Minnesota	n/a
New York	n/a
North Dakota	n/a
Rhode Island	n/a
South Dakota	n/a
Virginia	n/a
Washington	n/a
Wisconsin	n/a

In the following states, we have filed a notice of exemption from the registration or filing requirements of the State's business opportunity laws with respect to the offering described in this disclosure document.

State	Effective Date
Connecticut	n/a
Florida	n/a
Kentucky	n/a
Maine	n/a
Nebraska	n/a
North Carolina	n/a
Texas	n/a
Utah	n/a

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EXHIBITS:

Item 1. The Franchisor and any Parents, Predecessors, and Affiliates

To make it easier to understand and read through these disclosures, the words, "we," "us," "our," "COC," and "Care on Call" refer to Call on Care, Inc., the franchisor of this business. When we say, "You" and "your" we are referring to anyone that is seeking to buy the Franchise. It is the same whether you are an individual, corporation, limited liability company or any other business entity. If you are a corporation, limited liability company or other entity, some of these disclosures apply to you as well as other owners of your business. Wherever that is the case, we will make a note of that.

A. The Franchisor, COC, was originally started by its founder in 2014 to provide caregiver home care aid services to people in need throughout the bay area. It was thereafter incorporated on February 2, 2017 in San Jose California and we started in the franchise business in 2018. Our principal business office is located at 3001 Winchester Blvd., Suite 6, Campbell California 95008. We do not have any parent companies or affiliates.

B. While our company was started as a sole proprietor/dba by our founder, we do not have any corporate predecessors.

C. Our corporate name is Call on Care, Inc. but we operate under our dba "Care on Call" for which we have filed a trademark. This is our only trade name, trademark or logo.

CARE-ON-CALL

D. Our agent for service of process is Ngiyan Batala who is located at our corporate office in San Jose California. Our phone number is 1-844-200-6008. Although we have not expanded into other states, if we do, we will supplement these disclosures to inform you who our corporate agents are in other states.

E. COC is a California Corporation that was formally incorporated in February 2, 2017.

F. 1. COC does operate a business of the type being franchised. COC directly provides home care aid services to costumers;

2. We are not involved in any other business activities;

3. When you franchise COC, you will operate a Franchisee business that provides home care aid services to those who are elderly or infirm. COC provides affordable, non-medical services to people who need care services including the elderly and infirm. Since 2014, COC has developed itself using various methods, standards, procedures and specifications. This is called our, "System";

4. The caregiving market is a booming market! In 2011 alone, more than 4 million people received in-home caregiver services. As the population gets older more and more people require in home caregiver services and there is a trend leaning towards in home care as opposed to in-facility care giving services.

5. Most states and localities do have specific laws and regulations that apply to the home care aid industry. COC sets standards pertaining to employee health, safety, training and license requirements. You must investigate and comply with all applicable laws and regulations. You alone are responsible for complying with the laws in your state, county and city, despite any advice, requirements or information provided to you by COC.

6. As our franchisee you may have some competition, including national chains, independently owned smaller companies, other franchised operations and anyone else who provides non-medical home care aid services.

G. 1. We have no affiliates or corporate predecessors and have not previously franchised any line of business.

2. We began the exciting process of providing Franchising in 2018.

Item 2. Previous Experience

Ngiyan Batala is the sole owner, director and manager. She has held the position of President since 2014 when she began the business and has continued holding the same position through incorporation in 2017. Prior to 2014 Ms. Batala was a licensed attorney, licensed to practice in the Philippines.

CEO Ngiyan Batala

Employer	Title	Start Date (Month/Year)	End Date (Month/Year)	City, State
Care on Call, Inc. dba Call on Care	Chief Operating Officer and Owner	February 2, 2017	Present Position	San Jose, California
Call on Care (dba) Care on Call	Chief Operating Officer and Owner	January 2014	February 2, 2017	San Jose, California
Batala Ontalan Comafay and Associates	Partner	September 2010	January 2014	Quezon City, Philippines
Office of the President of the Republic, National Commission on Indigenous Peoples	Legal Officer 3	January 2008	December 2008	Quezon City, Philippines
Office of the President of the Republic, Cagayan Economic Zone Authority	Legal Researcher	August 2006	August 2007	Pasig City, Philippines

Item 3. Litigation

There is no pending litigation against the Franchise or any of its owners. None of the owners have ever been convicted of a felony nor involved in lawsuits in the past ten years within the jurisdiction of the United States. There are no parent or affiliates and no other franchises have been sold

Item 4. Bankruptcy

There are no bankruptcies for franchisor or its owners and there have not been any bankruptcies in the last ten years.

Item 5. Initial Fee

The initial fee for this franchise is $35,000. This means you pay us a one-time lump sum of $35,000 when you sign the Franchise Agreement. This is a non-refundable fee to be paid in one lump sum up front. There are no installments. The price is the same for any other subsequent franchises.

Item 6. Other Fees

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty[1]	2% of total gross sales	Monthly	None
Local Advertisement	2% of total gross sales	Monthly	This is enforceable at the Franchisor's discretion
Marketing Fund Contribution	None.		
Audit Expenses[2]	Franchisee is responsible for paying all costs and expenses associated with an audit if Franchisee underreports by more than 2% in a sales period or fails to furnish records as requested	Upon Demand	Franchisee shall be liable for the reasonable cost of the audit or inspection including, without limitation, the charges of attorneys and independent accountants, and the travel expenses, room, board and compensation of The Company's employees or designees involved in the audit or inspection
Late Fees/Collection Costs and Expenses[3]	1.5% per month or the highest rate allowed by the state where you are	Upon Demand	

Type of Fee	Amount	Due Date	Remarks
	located		
Approvals of Products or Suppliers	None.		
Insurance Policies	None.		Franchisee is responsible to maintain its own insurance policies
Transfer Fees	$1,500	Upon presenting a proposed transfer	None
Relocation Assistance	$1,500		
Substitute or New Manager Training/ Additional Training	$1,500 plus your travel, lodging and meal expenses	Time of training	
Additional Operations Assistance	None.		
Cost of Enforcement/Investigation dollars for each customer complaint received[4]	$300/Complaint	At the time a complaint is received	This fee is in place to compensate the Franchisor for the investigation and response to complaints related to Franchisee' business, services or employees
Temporary Management Assistance	None.		
Early Termination	$1,000	Due at time of the notice of termination or the actual termination of the Franchise	This fee is payable if the Franchise Agreement/Franchise Relationship terminations on account of Franchisee's conduct

[1] Gross Revenue: means all revenue from the Franchised Business

[2] Auditor's Costs: we assume costs vary depending on location, experience, the business activity being audited, how well you keep your books and records.

[3] Late Fees: these begin to accrue from the date payment was due.

[4] Complaint Fees: This fee is payable to us for the administrative cost of reviewing the complaint and giving you advice/or speaking to the customer directly.

Item 7. **Initial Investment**

YOUR INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payable
Initial Franchise Fee[1]	$35,000	Cash, Check, Money Order	Upon Execution of the Agreement	Franchisor
Training Expenses[2]	$500-$2,500	As arranged	Before Opening Operations	Airlines, Hotels, Restaurants, Car Rentals
Real Property[3]	$750-$3,500	As Arranged	Before Beginning Operations	Lessor
Office Equipment [4]	$500-$2,500	As arranged	Before Beginning Operations	Suppliers
Inventory[5]	$500-$2,500	As arranged	Before Beginning Operations	Suppliers
Business License, Utility Deposit[6]	$150-500	As arranged.	Before Beginning Operations	Suppliers
Signage[7]	$50-500	As arranged.	Before Beginning Operations	Suppliers
Dues, Subscriptions[8]	$50-250	As arranged.	Before Beginning Operations	Suppliers
Legal & Accounting[9]	$2,500-$5,000	As Arranged	Before Beginning Operations	Attorney/Accountant
Insurance[10]	$500-2,000	As Arranged	Before Beginning Operations	Insurance Company
Additional Funds[11] (3-5 Months)	$15,000-25,000	As Necessary	As Necessary	Franchisor, Employees, Utilities, Lessor, Suppliers

Notes:

[1] **Franchise Fee**: We do not provide refunds and we do not finance fees.

[2] **Training Expenses**: 40 Hours of Training are included in your initial Franchise Fee. You do need to arrange to have your employees travel to our San Jose location for training. You need to cover any travel, meal or other expenses for your employee.

[3] **Real Property:** This type of business requires a general office space area of anywhere from $250 sq. ft- 1000 sq. ft. The amount you will pay in rent varies by location. The estimate assumes that you will have to pay a deposit and first month's rent. You need to check with your landlord to see what the refund policies are.

[4] **Office Equipment**: You will have to purchase your own office supplies. This includes items such as a computer, printer, software, business cards, stationary. The costs of these items will vary on the type of items you buy and your location. You should check with each vendor regarding their refund policy.

[5] **Inventory**: brochures and marketing materials will be provided to you by the Franchisor. If you wish to do anything beyond what is provided by the Franchisor then that is something you must pay for/invest in yourself. The cost of this varies by location, quantity and quality. Apart from our marketing materials, we do not have a specific list of inventory that you are required to use. You should check with each vendor regarding their refund policy.

[6] **Licenses, Utilities and Deposits**: You will have to check your local city and state requirements regarding which licenses are required to operate at your specific location. Each city usually charges a business license fee. Your actual costs may vary based on your location. These fees are typically not refundable. You should check with each local agency at the time you sign up. Similarly, you should check with each local utility provider regarding their fees, refunds and deposit policies.

[7] **Signage**: We do not require any particular signs to be put up at your office. This fee was included as part of the startup cost. The amounts you pay for signage depend on the suppliers, the quantity and quality of what you obtain. Usually these order are not-refundable. You should check with each supplier prior to making any purchases/orders.

[8] **Dues, Subscriptions**: We do not require you to join any particular forum or marketing channel. We do recommend you join a local chamber of commerce and become involved with any other home care aid provider organizations in your particular area as well as any other local business associations. You should check with each organization regarding their refund policy.

[9] **Legal & Accounting**: We recommend that you employ and attorney as well as an accountant in order to better structure and maintain your franchisee business. These costs and fees vary base don location and the individual provider. You should inquire with each provider about their refund and/or cancellation policy prior to signing any retainers or engagement agreements.

[10] **Insurance**: We require that you obtain the following insurance:

a. Comprehensive general liability insurance including coverage for bodily injury, personal injury, products liability, blanket contractual liability, broad form property damage, non-owned automobiles, completed operations and property damage on an occurrence basis with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate;

b. Workers' compensation and such other insurance as may be required by statute or rule of the state or locality in which you are located;

c. Assuring any employees who drive to each and any business location are covered by automobile insurance.

[11] **Additional Funds**: It is a good idea to have a monetary safety net. We recommend that you maintain a savings of enough funds to cover between three to five months of expenses such as payroll, rent, utilities and other common monthly expenses. These expenses are usually not refundable.

Item 8. Restrictions on Sources of Products and Services

A. We do not require you to purchase equipment, inventory or otherwise from any particular vendor. You are free to purchase the equipment, inventory or otherwise from any vendor of your choice.

B. N/A

C. N/A

D. N/A

E. N/A

F. N/A

G. We do not require you to purchase equipment, inventory or otherwise from any particular vendor. You are free to purchase the equipment, inventory or otherwise from any vendor.

H. N/A

I. There are no purchase or supply agreements in effect and no purchasing or distribution cooperatives that you must join.

J. There are no volume discounts or other arrangements with any suppliers.

K. We do not provide material benefits to you (including renewal rights or the right to additional franchises) based on whether you purchase through the sources we designate or approve. We have no purchasing or distribution cooperatives serving our franchise.

Item 9. Franchisee's Obligations

FRANCHISEE'S OBLIGATIONS

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

Obligation		**Section in the Franchise Agreement**	**Disclosure Document Item**
a	Site selection and acquisition/lease	1B	n/a
b	Pre-opening purchase/leases	1B	n/a
c	Site development and other pre-opening requirements	None	n/a
d	Initial and ongoing training	Section 8	11
e	Opening	Section 2c, 8	7, 11
f	Fees	Section 3	
g	Compliance with standards and policies/operating manual	Section 6	n/a
h	Trademarks and proprietary information	Section 10	13, 14
i	Restrictions on products/services offered	Section 1, 9	16
j	Warranty and customer service requirements	Sections 3E, 9	16
k	Territorial development and sales quotas	Section 1/Appendix A	12
l	Ongoing product/service purchases	None	n/a
m	Maintenance, appearance, and remodeling requirements	Section 9A	n/a
n	Insurance	Section 11	n/a
o	Advertising	Section 5	11
p	Indemnification	Section 15, 20	n/a
q	Owner's participation/management/staffing	Section 12	15
r	Records and reports	Section 4	n/a
s	Inspections and audits	Section 4	n/a
t	Transfer	Sections 13,14	17
u	Renewal	Section 2	17
v	Post-termination obligations	Section 18	17
w	Non-competition covenants	Section 16, Appendix E	17
x	Dispute resolution	Section 25	17
y	Other (describe)		

Item 10. Financing

We do not offer direct or indirect financing. We do not guarantee your lease or other any other obligations.

Item 11. Franchisor's Assistance, Advertising, Computer Systems and Training

Except as listed below, COC, is not required to provide you with any assistance:

A. Before the opening of the Franchised Business, we will:

1. We provide 16 hours of general Guidance on the home Care aid business, setup techniques, dealing with emergencies and job duties. Please note, however, that we do not purchase the location or offer you a lease. If you would like us to we can speak to you about suggestions about location and we can review your lease. We are also happy to give you recommendations but please know that our recommendations are not a guarantee that you will success at that location or that all terms of your lease are adequate. Any recommendation we give you is solely to make sure you are in compliance with our Franchise Agreement/Manual requirements. We recommend that you speak to an attorney prior to entering into any particular agreements or arrangements.

2. We will designate an exclusive territory to you. Unless prohibited in some way by a local ordinance or zoning rules, you may set up your office at any location of your choice within your designated territory. If you have found a site and you wish for us to give you an opinion or recommendation, you can write to us and provide us that information. If we communicate with you regarding this, it is simply for the purpose of assuring you are in compliance with the Franchise Agreement/Manual requirements and not to furnish legal or other advice or guarantee of success in that particular location.

3. Generally, we recommend that you obtain a private office location from where you can run the management, administrative and logistical side of your business. Apart from that, we have no particular requirements on the size or location of the office. It is a good idea for you to pick an office that is in a presentable location and a suitable area with other business offices.

4. The prices you charge your clients are set by the Franchisor only.

B. We estimate that the typical length of time between the signing of the Franchise Agreement and opening your business is between 45-60 days. Factors that may cause a delay may include finding a suitable office location, obtaining appropriate licenses from the local government, weather conditions, delays in setting up utilities, equipment or fixtures.

C. After Opening We Will

1. We provide you with 26 hours of on the job training. This means we go through training videos and manuals and also assist you on the job, hands on if necessary.

2. Apart from the initial training we provide, and the 26 hours of on the job training we do not provide you advice on how to develop customer relations. If problems arise between you and a customer COC may, at its discretion, agree to assist you in resolving the dispute. The same is true for improvement and development of the business. We do not automatically provide any particular training (apart from that listed before hand) but we may voluntarily provide you additional training at our discretion if the need arises.

3. Periodically advice you by telephone, email, fax, newsletters, seminars or through other methods. Any guidance we provide you is base don our experience and knowledge of the home care aid field. As stated above we may, at our discretion, provide you additional training and advice on operational, employee and customer matters.

D. Advertising and Promotion

1. We are not obligated to conduct advertising.

2. You may conduct marketing prior to opening at your own expense. We will approve forms of local advertising, grant opening advertising and cooperative advertising. At your option we will provide you with promotional items and materials.

3. We do not have an advertising council.

4. Although we are no obligated to do so we may create a cooperative advertising program for the benefit of all COC Franchise Businesses located in a particular region.

5. Although we are no obligated to do so we may create a cooperative advertising program for the benefit of all COC Franchise Businesses located in a particular region.

E. Computer System

1. You must purchase your own computer and software programs. Presently, we do not have any particular requirements on which computer or software equipment you must use.

2. You do not have to enter into any ongoing maintenance or support agreements for the maintenance of your computer system but you may find it advantageous to do so. We may introduce requirements for computer, point of sale, expense management, employee clock in or computer software programs in the future. There

are no limits on our right to do so in the future.

3. We do not have any information on the cost of a computer or cost of optional maintenance.

4. If you do have a computer, we have a right to access the information contained in your computer.

F. We will provide you with one copy of the Confidential operation manual. The approximate number of pages of our manual is 100.

G. Training

TRAINING PROGRAM

Subject	**Hours of Classroom Training**	**Hours of On-The-Job Training**	**Location**
Office Procedure	1		San Jose Head Office
Advertising/Marketing	1		San Jose Head Office
Lead Handling	2		San Jose Head Office
Sales/Selling System	2		San Jose Head Office,
Case Management	4		San Jose Head Office
Industry/Market Overview	2		San Jose Head Office
Business Concepts/Process	4		San Jose Head Office
Handling Emergencies, How to Care for customers or dealing with difficult situations		26	San Jose Head Office; At a Customer's location
Total	16	26	Total = 40

1. Classes will be held as often as necessary or on an appointment basis at our San Jose office. We offer our initial training whenever a new location is projected to be opening.

2. We provide you initial training that covers the important/material aspects of the operation of your business. We provide you training manuals for each class, the operation manual, videos and handouts. Classes are taught by Ngiyan Batala. She is the owner and founder of the first COC business.

3. We do not charge for the initial training. You must, however, make yourself responsible for your costs of travel as well as the costs associated with any of your employees/attendees traveling.

4. The initial training program is mandatory for all the principal owners, managers and employees. We will conduct the initial training immediately before you open your business. The time frames provided in the chart above are an estimate of time it will take to compete each training. You may find it useful to attend a refresher training program from time to time. Any such attendance at re-fresher programs are at your sole expense.

H. Software

Suggested Software
Quickbooks Accounting
Microsoft Office
Windows and Operating System

Item 12. Territory

A. The franchise is for the location to be approved by us.

B. You will receive an exclusive territory based on several different factors including population, median age, proximity to competitors, proximity to other franchisees, natural, physical, or political boundaries and also based on market trends, requests we received and customer interest in a particular area.

C. Relocation is allowed only upon approval by Franchisor and so long as it does not encroach or impose upon an already existing Franchise. If you can no longer use the location due to circumstances beyond your control or fault, including destruction of the premises, you will be allowed to relocate either permanently or temporarily. If you attempt to sell your franchised business to a third party, we may exercise our right of first refusal to purchase your franchise on the same terms and conditions as offered by a third party.

D. You do not have the right to acquire additional franchises within your primary area of responsibility. You must meet our qualifications for new franchisees and pay a franchise fee to qualify fo an additional franchise location.

E. The territory provided to Franchisee is exclusive and is not dependent on meeting a certain sales volume.

F. We reserve the right to establish other channels of distribution for the sale of services and products including Internet sales, catalog sales, telemarketing, or other direct marketing sales we will not compensate you for any sales made in your area throughout an alternate channel of distribution. Any advertisement done in the territory must be in accordance with the manual and approved by Franchisor. You may not directly maker to or solicit customers in any media primarily circulated within another franchisee's territory.

Item 13. Trademarks

A. We have applied for a registration of the following Marks on the U.S. Patent and Trademark Office ("USPTO"):

Mark	Serial Number	Filing Date
CARE-ON-CALL because YOU matter	88000659	Feb. 19, 2019

COC has filed all the necessary paperwork with the USPTO to obtain registration of these trademarks and will continue to do so.

B. We are securing our trademark as a federal trademark. If our trademarks get challenged we are prepared to defend our marks.

C. We know of no effective material determinations of the USPTO, there are no trademark trials or appeals or any state trademark administrator, nor any pending infringement, opposition or cancellation proceeding related to any of the Marks.

D. We know of no federal or state court pending material litigation regarding the use or ownership rights in our Marks.

E. Our Marks are our own and are not licensed from anyone else.

F. 1. If you get a lawsuit or notice of infringement, we have the right and option but not the obligation to defend you against any claim arising from use of our Marks.

2 You must immediately notify us about any proceeding against you related to the Mark. This includes letters notifying you of an infringements or a challenge to the use of any Mark or claim by any person of any rights in our Marks. You must not communicate with any person other than us and our counsel regarding any infringements, challenges or claims unless you are legally required to do so, however, you may communicate with your own counsel at your own expense. You also cannot make any demand or serve any notice, orally or in writing, or institute any legal action or negotiate, compromise or settle any controversy with respect to any such infringement without first obtaining COC's written approval

3 We have the right to control the defense and settlement of any proceedings. We will not reimburse you for your expenses and legal fees for separate, independent legal counsel and for expenses in removing signage or discontinuing use of our Mark. We will not reimburse you for disputes where we challenge your use of a Mark.

4 If we require, you must modify or discontinue the use of any Mark and use other trademarks or service marks we designate. We do not have to reimburse you for modifying or discontinuing the use of a Mark or for substituting another trademark or service mark for a discontinued Mark. If we adopt and use new or modified Marks, you must add or replace

equipment, uniforms, signs, supplies, fixtures. You must also make other modifications we designate as necessary to adapt your franchised business for the new or modified Marks. We do not reimburse you for any loss of goodwill associated with a modified or discontinued Mark.

5 We know of no infringing or prior superior uses that could materially affect the use of the Marks in the State of California or any other state in which the franchised business is to be located.

Item 14. Patents, Copyrights, and Proprietary Information

A. Franchisor does not own any patents or copyrights and no patents are material to the Franchise.

B. We own copyrights in the Confidential Operations Manual, our website, our marketing materials and other copyrightable items that are par of the System. While we claim copyrights in these similar items, we have not registered these copyrights with the United States Register of Copyrights. You may use these items only as we specify while operating the franchised business and you must stop using them if we direct you to do so.

C. We know of no effective determinations of the U.S. Copyright Office or any court regarding any of our copyrighted materials.

D. Our right to use our license copyrighted items is not materially limited by any agreement or known infringing use.

E. All ideas, concepts, techniques or materials concerning the franchised business and/or the System, whether not protectable intellectual property, and whether created by or for you or your owners or employees, must be immediately disclosed to us and will be our sole and exclusive property and part of the System that we may choose to adopt and/or disclose to the other franchisees. You agree to assign us all right, title and interest in any intellectual property you develop. Likewise, we will disclose to you concepts and developments of other franchisees that we make part of the System. We also expect that you will assist us in obtaining intellectual property rights in any concept or development if requested.

F. We have developed certain trade secrets and other confidential information, including methods of business management, sales and promotion techniques and know-how, knowledge of, and experience in, operating a home care aid business. WE will provide our trade secrets and other confidential information to you during training, in our training manuals, at our seminar, in the Confidential Operations manual as a result of the assistance we furnish you during the term of the franchise. You may only use the trade secrets and other confidential information for the purpose of operating your franchised business. You may only divulge trade secrets and other confidential information to employees who must have access to it to operate the franchised business. You are responsible for enforcing the confidentiality provision as to your employees.

Certain individuals with access to our trade secrets or other confidential information, including your shareholders (and members of their immediate families households), officers, directors, partners, members, if you are a corporation, limited liability company or other business entity, and your managers, executives, employees and staff may be required to sign nondisclosure and non-competition agreements in a form the same as or similar to the Nondisclosure and Non-Competition Agreement attached to these disclosures.

G. Your use of the Confidential Operations Manual, trade secrets or other confidential information in an unauthorized manner is a default of the Franchise Agreement that may result in automatic termination of the Franchise Agreement. Further information about termination of the Franchise Agreement following a default is included in ITEM 17.

Item 15. Obligation to Participate in the Actual Operation of the Franchise Business

A. The franchised business must always be under the direct, full-time, day-to-day supervision of a operating principal/manager.

B. If you are an individual you are required to be the operating principal/manager of the franchise. If you are a corporation or other business entity, you will select an operating principal/manager for the franchise and we require that the individual you select is an owner of at least 10% of the franchise. The operating principal must satisfactorily complete our initial training program before opening the franchised business. You must continually retain a continuity group of individual/s who can replace the operating principal. If the operating principal/manager is replaced, your replacement individual must attend and complete our initial training program within 30 days of designation.

C. As described in ITEM 14, certain individuals associated with your franchised business, including your owners (and members of their immediate families and households), officers, directors, partners, and your managers, executives, employees and staff may be required to sign non-disclosure and non-competition agreements the same as or similar to the Nondisclosure/Non-Competition Agreement. If you are a corporation or other business entity, anyone who owns a 10% or greater interest in the entity must personally guarantee the performance of all your obligations in the Franchise Agreement and agree to be personally liable for your breach of the Franchise Agreement by signing the Guarantee and Assumption of the Franchisee's Obligations.

Item 16. Restrictions on What the Franchisee May Sell

A. You may only offer home care aid services or the services and products we specify. You may not sell any services or products that we have not authorized and you must discontinue offering any services or products that we may disapprove. We may take action, including terminating your franchise if you purchase or sell unapproved products or make purchases from unapproved suppliers. Periodically, we may allow certain services or products that are not otherwise authorized for general use as part of the System to be offered locally or regionally based on factors including test marketing your qualifications, and regional or local differences.

B. We may periodically change required or authorized services or products. There are no limits on our right to do so, except that your investment required to change required or authorized services will not exceed $15,000 during the initial term of the franchise.

Item 17. Renewal, Termination, Transfer and Dispute Resolution

THE FRANCHISE RELATIONSHIP

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

	Provision	Section in franchise or other agreement	Summary
a	Length of the franchise term	Section 2A	The initial term is 10 years with 10 or 5 year renewal options
b	Renewal or extension of the term	Section 2B	The Franchisee has the option of a 10 or 5 year renewal if in compliance with the terms of the Agreement
c	Requirements for franchisee to renew or extend	Section 2	You may renew the then-current Franchise Agreement if you have fully complied with the provisions of the Franchise Agreement, have the right to maintain possession of the approved location or an approved substitute location for the term of the renewal, have made capital expenditures as necessary to maintain uniformity with the System, have satisfied all monetary obligations owed to us, are not in default of any provision of the Franchise Agreement or any other agreement with us, have given timely written notice of your intent to renew, sign a current Franchise Agreement, which may have different terms and conditions than your original Franchise Agreement, comply with current training requirements, and sing a general release in a form the same as or similar to the General Release attached to the Franchise Agreement
d	Termination by franchisee	Section 2	Termination occurs at the end of the term.
e	Termination by franchisor without cause	None	

	Provision	Section in franchise or other agreement	Summary
f	Termination by franchisor with cause	Section 17	We may terminate the Franchise Agreement only if there is a breach of material term or failure to cure. If we terminate the Franchise Agreement following a default/breach, your interest in the franchise will terminate.
g	"Cause" defined - curable defaults	Section 17B	If a default arises from your failure to comply with a mandatory section or material requirement of the Franchise Agreement or Confidential Operations Manual, you can avoid termination of the Franchise Agreement if you cure the default within 30 days after receiving our notice of default, except for the defaults below that require cure in a shorter time: IF a default arises from your failure to make payments due to is, you can avoid termination of the Franchise Agreement if you cure the default within 10 days of receiving our notice of default. If we terminate the Franchise Agreement following a default, your interest in the franchise will terminate.
h	"Cause" defined - non-curable defaults	Section 17A	We can terminate your Franchise Agreement without giving you an opportunity to cure if you cease to operate for more than 5 days without a proper reason, are insolvent unable to pay creditors or employees, if there is a levy against your business or foreclosure of a mortgage of property owned by your business, if we discover that any information provided to us is false, you falsify any reports given to us, you operate in such a way that is dangerous to the public health or safety, you manager or principal owner is convicted of a felony, you transfer your franchise business without prior approval, or make any false representations or have two defaults within a twelve month period, any statutory violation or violation of law, any violation

	Provision	Section in franchise or other agreement	Summary
			that the company feels is incurable following an inspection.
i	Franchisee's obligations on termination/non- renewal	Section 18	If the Franchise Agreement is terminated or nor renewed you must stop operating the franchised business, pay us the of final royalty fee, stop using any trade secrets, confidential information, the System and Marks, if requested assign your interest in the franchise location to us, cancel or assign to us any assumed names, pay any other sums due to us including damages and costs incurred in enforcing the Franchise Agreement, return the Confidential Operations Manual, trade secrets and all other proprietary information, assign your telephone and fax number to us, comply with the covenants not to compete any other surviving provisions of the Franchise Agreement
j	Assignment of contract by franchisor	Section 13	There is no restrictions on our right to assign our interest in the Franchise Agreement
k	"Transfer" by franchisee - defined	Section 14A	"Transfer" includes transfer of an interest in the franchise, the Franchise Agreement, the business assets or franchise location
l	Franchisor approval of transfer by franchisee	Section 14A	You may not transfer your interest in any of the items listed in (k) above without our prior written consent
m	Conditions for franchisor approval of transfer	Section 14A	We will consent to a transfer if we have not exercised our right of first refusal, all obligations owed to use are paid, you have paid the transfer $1,500 fee, you and the transferee have signed a General Release attached to the Franchise Agreement, the prospective transferee meets our business and financial standards, the transferee and all persons owning any interest in the transferee sign the then current Franchise Agreement, you provide us with a copy of all contracts and agreements related to the transfer, the transferee or the owners of transferee have agreed to be personally

	Provision	Section in franchise or other agreement	Summary
			bound by all provisions of the Franchise Agreement, you have agreed to guarantee performance by the transferee, if requested by us, the transferee has obtained all necessary consents and approvals of third parties, you or all of your equity owners have signed a non-competition agreement in a form the same or similar to the Nondisclosure/competition attached to the Franchise Agreement, the transferee has agreed that its designated manager will complete the initial training program before assuming management of the franchised business, and the transferee has obtained all necessary types of insurance Meets standards, financially stable, payment of transfer fee
n	Franchisor's right of first refusal to acquire franchisee's business	Section 14A	We have a right to match an offer for your franchised business or whatever ownership interest you are proposing to sell
o	Franchisor's option to purchase franchisee's business	None	
p	Death or disability of franchisee	Section 12H	Following the death or incapacity of an owner of the franchised business or death or incapacity of any holder of a legal or beneficial interest in the franchised business, your, his or her representative must transfer, subject to the terms of the Franchise Agreement, that individuals interest within 90 days or we may terminate the Franchise Agreement. Franchisor may retain a right of first refusal.
q	Non-competition covenants during the term of the franchise	Section 16C	You, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from attempting to divert any

	Provision	Section in franchise or other agreement	Summary
			business to a competitive business or causing injury or prejudice to the Marks or the System or owning or working for a competitive business
r	Non-competition covenants after the franchise is terminated or expires	Section 16C	For a period of two years after the termination or expiration of the Franchise Agreement, you, your owners (and members of their families and households) and your officers, directors, executives, managers, professional staff and employees are prohibited from owning or working for a competitive businesses operating within 25 mile radius of any COC franchise business, or soliciting or influencing any of our customers, employees or business associates to compete with us or terminate their relationship with us
s	Modification of the agreement	Section 7, 16D, 24, 27E	The Franchise Agreement can be modified only by written agreement between you and us. We may modify the Confidential Operations Manual without your consent if the modification does not materially alter your fundamental rights.
t	Integration/merger clause	Section 24	Only the terms of the Franchise Agreement are binding. Any other promises are not enforceable.
u	Dispute resolution by arbitration or mediation	None	
v	Choice of forum	Section 25B	Subject to state law, any litigation must be pursued in courts located in Santa Clara County, California
w	Choice of law	Section 25A	Subject to state law, California law applies

Item 18. Public Figures

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

Item 19. Financial Performance Representations

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

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 Yani Batala at 3001 Winchester Blvd., Suite 6 Campbell CA 95008 Phone: 1-844-200-6008, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20. Outlets and Franchisee Information

None.

A. Table No. 1

SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2015 TO 2018				
Outlet Type	**Year**	**Outlets at the Start of the Year**	**Outlets at the End of the Year**	**Net Change**
Franchised	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Company-Owned	2015	0	0	0
	2016	0	0	0
	2017	0	0	0
	2018	0	0	0
Total Outlets*	2015	0	0	0
	2016	0	0	0
	2017	1	1	0
	2018	1	1	0

*This chart includes both franchised and company-owned COC businesses. As of the date of this Disclosure Document, there are a total of one COC business statewide.

B. Table No. 2

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2008 TO 2010		
State	**Year**	**Number of Transfers**
California	2015	0

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR YEARS 2008 TO 2010		
State	**Year**	**Number of Transfers**
	2016	0
	2017	0
Total*	2015	0
	2016	0
	2017	0

*As of the date of this Disclosure Document, there are no franchisees who have had an outlet terminated, cancelled, nor renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recent completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure document issuance date. If you buy this franchise your contact information may be disclosed to other buyers when you leave the franchise system.

C. Table No. 3

STATUS OF FRANCHISE OUTLETS FOR YEARS 2011 TO 2019								
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Terminations**	**Non-Renewals**	**Reacquired by Franchisor**	**Ceased Operations -Other Reasons**	**Outlets at End of the Year**
California	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
Total	2015	0	0	0	0	0	0	0
	2016	0	0	0	0	0	0	0
	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0

*As of the date of this Disclosure Document, there are no franchisees who have had an outlet terminated, cancelled, nor renewed, transferred or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during the most recent completed fiscal year or who have not communicated with us within 10 weeks of the Disclosure document issuance date. If you buy this franchise your contact information may be disclosed to other buyers when you leave the franchise system.

D. Table No. 4

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2015 TO 2018							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**

STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2015 TO 2018							
State	**Year**	**Outlets at Start of Year**	**Outlets Opened**	**Outlets Reacquired From Franchisee**	**Outlets Closed**	**Outlets Sold to Franchisee**	**Outlets at End of the Year**
California	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
Total*	2015	0	0	0	0	0	0
	2016	0	0	0	0	0	0
	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1

*The 1 unit marked refers to the one COC owned unit.

H. Table No. 5

PROJECTED OPENINGS AS OF DECEMBER 31,2019			
State	**Franchise Agreements Signed But Outlet Not Yet Opened**	**Projected New Franchised Outlet In The Next Fiscal Year**	**Projected New Company-Owned Outlet m the Next Fiscal Year**
California	0	2	0
Total*	0	2	0

*We project the opening of two COC franchise businesses during the fiscal year ending in 2019.

Item 21. Financial Statements

Attached as Exhibit F are our reviewed financial statements for the period from our inception as a corporation in February of 2017 to the fiscal year ending December 31, 2018.

Item 22. Agreements

The COC Franchise Agreement is attached to this Disclosure along with its relevant exhibits.

The Guarantee and Assumption of Franchisee's Obligations is attached directly at the end of the Franchise Agreement.

The Confidentiality, Non-disclosure and Non-Competition Agreement is attached to the Franchise Agreement as Appendix E.

The General release is attached to the Franchise Agreement as Appendix F.
We provide no other contracts or agreements for your signature.

Item 23. Receipts

Our copy and your copy of the Disclosure Document Receipts are located on the last 2 pages of this Disclosure Document.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS

The following is a list of our state administrators responsible for registration and review of franchises for these states.

California
Department of Business Oversight
One Sansome Street
San Francisco, California 94104-4428

EXHIBIT B TO THE DISCLOSURE DOCUMENT

LIST OF STATE AGENTS FOR SERVICE OF PROCESS

The following state agencies are designated as our agent for service of process in accordance with the applicable state laws.

California
Department of Business Oversight
One Sansome Street
San Francisco California 94104-4428

EXHIBIT C TO THE DISCLOSURE DOCUMENT

CARE ON CALL INC.,

FRANCHISE AGREEMENT

CARE ON CALL FRANCHISE AGREEMENT

This Franchise Agreement (the "Agreement") is made and entered into on _____ (the "Effective Date") by and between Call on Care Inc. dba Care on Call, a California Corporation ("Company"), and ____________________ ("Franchisee") with reference to the following facts:

RECITALS

A. The Company, as a result of years of experience, has developed and branded a successful know-how regarding the home care aid business ("Business") known as Care on Call ("Trade Name") for which it has developed its own strong customer base and system ("System");

B. In addition to the trademark Call on Care and certain other Marks, the distinguishing characteristics of the System include uniform standards and procedures for efficient business operations, procedures and strategies for marketing, advertising, and promotion, customer service and development techniques, other strategies, techniques and Trade Secrets and other Confidential Information, as well as the Confidential Operations Manual;

C. The Franchisor grants to qualified persons and business entities the right to own and operate COC Business and use the System and the Marks

D. Franchisee desires operate the Business using the Trade Name and system and wishes to obtain a license to use the System and Trade Name ("Franchise Business");

E. It is the intention of the parties that the Business will be part of a statewide network/chain of Businesses providing distinctive, high-quality home care aid services, and Franchisee agrees that it is important to operate the Franchise Business in strict conformity with the System in order to enhance public acceptance of, and demand for, all Care on Call Businesses; and

F. In agreeing to grant the non-exclusive revocable limited license under this Agreement to Franchisee, Franchisor is relying upon the business skill, financial capacity, and character of Franchisee and its principals.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Franchisee and Franchisor agree as follows:

SECTION 1 – APPOINTMENT AND GRANT OF FRANCHISE

A. Grant

(i) Subject to the provisions of this Agreement, The Company hereby grants to Franchisee the nonexclusive revocable and limited right to continuously operate the Franchise

Business at the territory specified in Appendix A herein ("Territory") and to use the Trade Name in the operation of the Franchise Business ("Franchise" or "Franchise Business").

(ii) Franchisee agrees that it will at all times faithfully, honestly and diligently perform its obligations under this Agreement, that it will continuously exert its best efforts to promote and enhance the business of the Franchise Business and that it will not engage in any other business or activity that may conflict with its obligations under this Agreement, except the operation of any Businesses operated by Franchisee that are/is franchised by The Company or its affiliates.

(iii) Franchisee will not sublicense the use of the System, Marks or Business to any person or entity. Except as permitted herein, Franchisee will not grant any person or entity the right to perform any part of Franchisee's rights or obligations under this Agreement or as related to the Business, System or Marks.

B. Territory and Location

(i) Franchisee agrees to operate within the designated Territory as initially assigned by The Company. The Company designates assigned territories based on population size, needs, market studies and growth and based on mutual agreement with the Franchisee. After the initial assignment, the Franchisee may not operate the Franchise Business at any site other than the Territory and may not relocate without The Company's prior written consent, which may be withheld by The Company in its sole discretion. If Franchisee wishes to relocate, it must submit a written request to The Company with the proposed new territory/s as well as a detailed explanation as to why a relocation is requested.

(ii) If The Company approves a relocation it shall have the right to charge Franchisee for all reasonable expenses actually incurred in connection with consideration of the relocation request.

(iii) The Company does not impose on Franchisee a particular location but Franchisee understands and acknowledges that The Company expects the location Franchisee chooses for the Business will meet the following criteria: Franchisee must select a business office type of location that is appropriately zoned for running the Business, a home office or warehouse is not allowed; Franchisee must locate its Business somewhere safe and must maintain financial, client and employment records in a safe location with limited access.

(iv) Franchisee must have obtained a location for the Businesses and must be prepared to open and be ready to start the Business within ninety days (90) of the execution of this Agreement. The Company imposes no requirements with regards to the lease agreement or terms, or equipment or machines needed to run the Business. Franchisee is solely responsible for all costs associated with its location.

(v) The Company may, at its sole discretion, from time to time, provide Franchisee specifications and guidelines including a list of required supplies, equipment and machinery which are necessary for the development and maintenance of the Business. Franchisee remains solely responsible for assuring compliance with any equipment, inventory or machinery requirements within thirty (30) days of notice of such from The Company.

(vi) The Franchisee shall not relocate the Franchised Business without the prior written conset of the Franchisor. If Franchisee leases a location and the lease terminates through no fault of Franchisee or if there is a circumstance or act of God beyond Franchisee's control, Franchisee shall provide a written request to the Franchisor indicating the need for relocation, reasons and the proposed new location. Any relocation shall be at Franchisee's sole expense. Franchisor retains the right to charge Franchisee for any costs incurred in assisting Franchisee relocate, including but not limited to legal, administrative and accounting fees.

C. No Exclusivity

This Agreement does not give Franchisee any exclusive rights to use the System or the Trade Name in any geographic area. Nothing in this Agreement prohibits The Company from, among other things: **(1)** operating or licensing others to operate at any location, during or after the term of this Agreement, any type of other care aid business; **(2)** operating or licensing others to operate, during the term of this Agreement at any location other than the Territory; **(3)** operating or licensing others to operate, after this Agreement terminates or expires, at any location, including the Territory; and **(4)** merchandising and distributing goods and services identified by the Trade Name at any location through any other method or channel of distribution. The Company reserves to itself all rights to use and license the System and the Trade Name other than those expressly granted under this Agreement.

D. Forms of Agreement

Franchisee acknowledges that, over time, The Company has entered, and will continue to enter, into agreements with other franchisees that may contain provisions, conditions and obligations that differ from those contained in this Agreement. The existence of different forms of agreement and the fact that The Company and other franchisees may have different rights and obligations does not affect the duties of the parties to this Agreement to comply with the terms of this Agreement.

E. Limitations

Notwithstanding any other limitations contained in this Agreement, the grant of this Franchise to the Franchise Business is also subject to the following limitations which include, but are not limited to:

(i) The Company grants Franchisee no rights other than the rights expressly stated in this Agreement. Franchisee's use of the Trade Name for any purpose, or in any manner, not permitted by this Agreement shall constitute a breach of this Agreement;

(ii) The franchise and license awarded to Franchisee apply to the Territory, and to no other location;

(iii) Nothing in this Agreement gives Franchisee the right to sublicense the use of the Trade Name or System, or any of its components, to others;

(iv) Nothing in this Agreement gives Franchisee an interest in Company or the right to participate in Company's business activities, investment or corporate opportunities; and

(v) Nothing in this Agreement gives Franchisee any rights in or to any Intellectual Property, other than the limited licenses expressly granted herein.

F. Franchisor's Rights

Franchisee acknowledges and understands that, except as otherwise stated herein, The Company expressly retains all rights and discretion with respect to the Marks and System, this includes but is not limited to the following:

(i) To establish, own, operate, and license to others;

(ii) To establish, own or operate the Business both inside and outside the Territory as Franchisor deems appropriate;

(iii) To establish, own, operate and licence to others to operate other businesses under other systems using other trademarks at locations inside and outside the Territory;

(iv) To purchase or acquire a controlling ownership of one or more businesses identical or similar to the Business, some or all of which may be located anywhere, including the Territory. If Franchisor purchases or acquires franchises or license, Franchisor may, in its sole discretion, act as a franchisor or licensor with respect to such franchisees or licenses wherever located, pursuant to the individual franchise or license agreement between Franchisor and such franchisees/licensees. If the Franchisor purchase or acquires such a business within the Territory, Franchisor in its sole discretion may:

a. Offer to sell any such business to Franchisee or to any third party at the business's fair market value to be operated as a COC Business;

b. Offer Franchisee the opportunity to operate such businesses in partnership with Franchisor under the businesses existing trade name or a different trade name;

c. Be acquired by any business, even if the other business operates, franchises and or license a competitive businesses within the Territory;

d. Provide the services and sell the products authorized for COC's Business using The Company's Marks or other trademarks, service marks, commercial symbols, through an alternate channel of distribution on such terms and conditions as Franchisor deems appropriate;

e. Engage in any activities not expressly forbidden by this Agreement.

SECTION 2 - TERM

A. Initial Term

The Initial Term of this Agreement and the Franchise granted by this Agreement begins on the date of execution of this Agreement and, unless this Agreement is terminated at an earlier date pursuant to Section 17, terminates as of the midnight on the day preceding the 10th anniversary of the date the Franchise Business first opened for business. The Company shall complete and forward to Franchisee a notice to memorialize the date the Franchised Business first opened/started operating. Notwithstanding the initial term contained in this Section 2A, this Agreement may be terminated as provided in Section 17. Further, at any time during the term of this Agreement, the parties shall have the right to terminate this Agreement at such time as the parties mutually agree in writing.

B. Renewal Term

(i) At the expiration of the Initial Term, Franchisee shall have an option to remain a Franchisee for a Renewal Term of 5 or 10 years at Franchisee's option. Franchisee must give The Company written notice of whether or not it intends to exercise its renewal option and the length of the proposed Renewal Term not less than 8 months, nor more than 12 months, before the expiration of the Initial Term. Failure by Franchisee to timely provide the required notice constitutes a waiver by Franchisee of its option to remain a franchisee beyond the expiration of the Initial Term;

(ii) If Franchisee desires to continue as a franchisee for the Renewal Term, Franchisee must comply with all of the following conditions prior to and at the end of the Initial Term:

(a) Franchisee shall not be in default under this Agreement or any other agreements between Franchisee and The Company; Franchisee shall not be in default beyond the applicable cure period under any real estate lease, equipment lease or any other agreement with any third parties, vendors, government agencies or otherwise relating to the Franchise Business; Franchisee shall not be in default beyond the applicable cure period with any vendor or supplier; and, for 6 months before the date of Franchisee's notice and 8 months before the expiration of the Initial Term, Franchisee shall not have been in default beyond the applicable cure period under this Agreement or any other agreements between Franchisee and The Company;

(b) Franchisee and its employees shall be in compliance with all The Company then-current training requirements as well as non-disclosure requirements;

(c) Franchisee, all individuals who executed this Agreement and all guarantors of Franchisee's obligations shall have executed a general release and a covenant not to sue, in a form satisfactory to The Company, of any and all claims against The Company and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Franchisee and The Company;

(d) Franchisee has, at its expense, made such capital expenditures as were necessary to maintain uniformity with any Franchisor-required System modifications such that the Franchised Business reflects Franchisor's then-current standards and specifications:

(e) As determined by The Company, in its sole discretion, Franchisee must have operated the Franchise Business in accordance with any and all the applicable franchise agreements and with the System (as set forth in the Manual or otherwise and as revised from time to time by The Company) and has operated each Franchise Business in accordance with the applicable franchise agreement.

(iii) Within four (4) months after receipt of Franchisee's written notice of its intent to renew, The Company shall advise Franchisee whether or not Franchisee is entitled to remain a franchisee for the Renewal Term. If The Company intends to permit Franchisee to remain a franchisee for the Renewal Term, the notice will contain preliminary information regarding actions Franchisee must take to satisfy Section 2, if any. If The Company does not intend to permit Franchisee to remain a franchisee for the Renewal Term, the notice shall specify the reasons for non-renewal. If The Company chooses not to permit Franchisee to remain a franchisee for the Renewal Term, it shall have the right to unilaterally extend the Initial Term of this Agreement as necessary to comply with any applicable laws.

(iv) If Franchisee will remain a franchisee for the Renewal Term, The Company shall forward to Franchisee a new franchise agreement for the Renewal Term for Franchisee's signature at least two (2) months prior to the expiration of the Initial Term. The form of renewal franchise agreement shall be the form then in general use by The Company and likely will differ from this Agreement, including, but not limited to, provisions relating to the royalty fee and advertising obligations.

(v) Franchisee shall pay a renewal fee in the amount of $3,500 for a Renewal Term;

(vi) Franchisee shall execute the renewal franchise agreement for the Renewal Term and return the signed agreement to The Company, along with the renewal fee, at least one month prior to the expiration of the Initial Term. Failure by Franchisee to sign the renewal franchise agreement and return it to The Company (along with the renewal fee) within this time shall be deemed an election by Franchisee not to renew the Franchise and shall result in termination of this Agreement and the Franchise granted by this Agreement at the expiration of the Initial Term. Provided Franchisee has timely complied with all of the conditions set forth in this Section 2, The Company shall execute the renewal franchise agreement and promptly return a fully-executed copy to Franchisee.

C. Opening

(i) Before opening the Franchised Business and commencing operations, Franchisee must:

a. Fulfill all the obligations pursuant to this Agreement;

b. Furnish Franchisor with copies of all required insurance policies, a business license and a copy of the lease agreement (if any);

c. Complete initial training to the satisfaction of the Franchisor;

d. Hire and train all personnel necessary or required for the operation of the Franchised Business

e. Provide the Company copies of all stock certificates (if the Franchisee is a corporate entity) or a copy of a partnership agreement or other company documents;

f. Obtain the Company's approval for an opening date. Franchisor shall not unreasonably withhold consent to open. Permission to open shall be based on The Company's determination that the Franchisee is read to open and satisfactorily operate;

g. Pay all amounts due to Franchisor.

(ii) Should the Franchisee fail to open within ninety (90) days of the date of the execution of this Agreement, Franchisor will have the right to terminate this Agreement. If termination happens as a result of Franchisee's failure to open, Franchisor shall retain the entire Franchise fee paid by Franchisee. The Franchise Fee retained shall be specifically understood and agreed by the parties to be in consideration of The Company's services provided, time expended, work performed, and other efforts by Franchisor and shall not be construed as a penalty.

SECTION 3 - FEES

A. Initial Franchise Fee

Franchisee has or will pay The Company an Initial Franchise Fee ("Franchise Fee") in the amount specified in Appendix B. Any Commitment Fee previously paid by Franchisee with respect to the Franchised Business shall be credited against the Initial Franchise Fee. Franchisee acknowledges and agrees that the Initial Franchise Fee was paid in consideration of The Company initially granting this Franchise, it was fully earned at the time paid, and it is not refundable for any reason whatsoever. If The Company has to undergo a rebranding, the fee shall be as specified in Appendix B.

B. Monthly Royalty Fee

In addition to all other amounts to be paid by Franchisee to The Company, so long as this Agreement shall be in effect, Franchisee shall pay, no later than the tenth (10^{th}) day of each month, The Company a nonrefundable and continuing monthly royalty fee in an amount set forth in attached Appendix C, which shall not exceed 2% of the Gross Sales of the Business, for the right to use the System and the Trade name. If any taxes, fees or assessments are imposed on The Company by reason of its acting as franchisor or licensing the Trade Names under this Agreement, Franchisee shall reimburse The Company the amount of those taxes, fees or assessments within thirty (30) days after receipt of an invoice from The Company.

Gross Sales shall be as defined in Appendix C herein and shall also include all revenue from the sale of all services and products and all other income of every kind and nature related to the Franchise Business, whether for cash or credit and regardless of collection in the case of credit; provided, however, that Gross Sales shall not include any sales taxes or other taxes collected from customers by Franchisee for transmittal to the appropriate taxing authority.

C. Monthly Remittance Reports

(i) Concurrent with the Monthly Royalty Fee, within ten (10) days after the end of each calendar month, Franchisee shall also submit in writing (or by electronic mail, polling by computer or such other form or method as The Company may designate) the amount of Gross Sales from the Franchise Business during the preceding fiscal month and such other data or information as The Company may require.

(ii) The Gross Monthly Receipts shall be determined as follows:

(a) As specified above in section C(i) herein, the Franchisee shall prepare and deliver to the Franchisor, a statement of the Gross Monthly Receipts for the month;

(b) Within ten (10) business days after the Franchisee has delivered the statement of Gross Monthly Receipts, the Franchisor shall inform the Franchisee if it does not agree with the statement or has other questions;

(c) If the Franchisor does not agree with such statement, the parties shall endeavor to resolve all matters in dispute as soon as practicable but in no event later than thirty (30) days from the date when the notice of disagreement was sent.

(d) Any payment, additional payment or refund to be made as a result of any decision of the dispute resolution decision maker shall be made within fourteen (14) days of receipt by the parties of said decision.

(e) If Franchisee has not reported Gross Sales for any fiscal period/calendar month, The Company may collect from Franchisee an amount calculated in accordance with its estimate of the Gross Sales during the fiscal period/calendar month.

D. Payment Responsibility

Franchisee shall be solely responsible to pay, when due, all costs associated with operating the Franchise Business including, but not limited to, inventory (if any), office supplies, uniforms, or any other equipment, machines, inventory, supplies or otherwise associated with the operation of the Franchise Business as well as personnel costs, employee costs or otherwise.

E. Customer Satisfaction Fee

Franchisor shall have the right to assess Franchisee up to three hundred ($300) dollars for each customer complaint received, whether the complaint has any merit or not. This fee is not a penalty to Franchisee but is instead a payment to compensate Franchisor for the effort of Franchisor to address the complaint. Franchisor's assessment of the customer satisfaction fee shall not constitute a waiver by Franchisor of its right to seek damages and/or other relief against Franchisee.

F. Early Termination Fee

If this Agreement or any other Addendum, or agreement between the parties herein is terminated due to Franchisee's own conduct, and/or if Franchisee abandons its duties under this Agreement or prematurely terminates it before the end of the term of this Agreement, Franchisor shall have the right, in addition to any and all other rights and remedies available to franchisor herein or under the law and/or equity, to assess Franchisee an early termination fee of one thousand dollars ($1,000). Such fee shall be payable at the earliest of either: (1) Time of notification of termination; or (2) actual termination or abandonment. Acceptance of the early termination fee shall not constitute a waiver by Franchisor of its rights to seek damages and/or other relief due to the early termination.

G. Advertisement Fee

The Company reserves the right, at its discretion, to charge an advertisement fee not to exceed 2% of the monthly gross receipts.

H. Payment of Fees

(i) Notwithstanding the provisions in Section 3(ii) Franchisee shall pay The Company (by check or by such other form or method as The Company may designate) the royalty fee, and/or any other fee stated herein due for the month.

(ii) Franchisee may pay the royalty fee, customer satisfaction fee or any other fee as well as any other amounts under this Agreement, by electronic funds transfer. In connection with payment of these fees by electronic funds transfer. The Company may transfer from Franchisee's bank operating account the amount reported to in Franchisee's remittance report or determined by The Company by the records and client information. In connection with payment of the royalty fee by electronic funds transfer, Franchisee shall: (1) comply with any procedures specified by The Company in the Manual otherwise in writing; (2) perform those acts and sign and deliver those documents as may be necessary to accomplish payment by electronic funds transfer as described in this Section 3G;and (3) make sufficient funds available for transfer by electronic means on the date that such funds are due.

(iv) Failure by Franchisee to have sufficient funds shall constitute a default of this Agreement. Franchisee shall not be entitled to set off, deduct or otherwise withhold any royalty fees, advertising contributions, interest charges or any other monies payable by Franchisee under this Agreement on grounds of any alleged non-performance by The Company of any of its obligations or for any other reason.

I. Late Fees

If any payments are not received by the date they are due as described herein, Franchisee, in addition to paying the amount owed, shall pay The Company interest/late fee on the amount owed from the date due until paid at the maximum rate permitted for indebtedness of this nature in the state in which the Franchised Business is located, not to exceed 1.5% per month. Payment of interest by Franchisee on past due obligations is in addition to all other remedies and rights available to The Company pursuant to this Agreement or under applicable law.

J. Partial Payments

No payment by Franchisee or acceptance by The Company of any monies under this Agreement for a lesser amount than due shall be treated as anything other than a partial payment on account. Franchisee's payment of a lesser amount than due with an endorsement, statement or accompanying letter to the effect that payment of the lesser amount constitutes full payment shall be given no effect and The Company may accept the partial payment without prejudice to any rights or remedies it may have against Franchisee. Acceptance of payments other than as set forth in this Agreement shall not constitute a waiver of The Company's right to demand payment in accordance with the requirements of this Agreement or a waiver by The Company of any other remedies or rights available to it pursuant to this Agreement or under applicable law. Notwithstanding any designation by Franchisee, The Company shall have sole discretion to apply any payments by Franchisee to any of its past due indebtedness for royalty fees, any other fees due herein, interest or any other indebtedness. The Company has the right to accept payment from any other entity as payment by Franchisee. Acceptance of that payment will not result in that other entity being substituted for Franchisee.

K. Collection Costs and Expenses

Franchisee agrees to pay to The Company on demand any and all costs and expenses incurred in enforcing the terms of this Agreement, including, without limitation, collecting any monies owed by Franchisee to The Company. These costs and expenses include, but are not limited to, costs and commissions due a collection agency, reasonable attorneys' fees (including attorneys' fees for in-house counsel employed by The Company or its affiliates and any attorneys' fees incurred by The Company in bankruptcy proceedings), costs incurred in creating or replicating reports demonstrating Gross Sales of the Franchised Business, court costs, expert witness fees, discovery costs and reasonable attorneys' fees and costs on appeal, together with interest charges on all of the foregoing.

SECTION 4 - RECORDKEEPING AND REPORTS

A. Recordkeeping

(i) Franchisee shall maintain full, complete and accurate books, records and accounts of the sales and expenses of the services provided under the Franchise Business.

(i) Franchisee agrees to use and conform to computerized cash and data capture and retrieval systems that meet The Company's specifications and to record sales electronically, on paper or on tape for all sales at or from the Franchised Business. Franchisee shall keep and maintain, in accordance with any procedures set forth in the Manual, complete and accurate books and records pertaining to the Franchised Business sufficient to fully report The Company.

(ii) Franchisee's books and records shall be kept and maintained using generally accepted accounting principles ("GAAP"), if Franchisee uses GAAP in any of its other operations, or using other recognized accounting principles applied on a consistent basis which accurately and completely reflect the financial condition of Franchisee. Franchisee will preserve all of its books, records and state and federal tax returns for at least five (5) years after the later of preparation or filing (or such longer period as may be required by any governmental entity) and make them available and provide duplicate copies to The Company within 5 days after written request.

B. Periodic Reports

At the Company's request, Franchisee shall, at Franchisee's expense, submit to The Company, in the form prescribed by The Company, a quarterly profit and loss statement and balance sheet (both of which may be unaudited) within 30 days after the end of each fiscal quarter during each fiscal year. The Company shall have the right, to be exercised in its sole discretion, to require that Franchisee provide profit and loss statements and balance sheets at other times requested. Each statement and balance sheet shall be signed by Franchisee or by Franchisee's treasurer or chief financial officer attesting that it is true, correct and complete and uses accounting principles applied on a consistent basis which accurately and completely reflect the financial condition of Franchisee.

C. Annual Reports

At The Company's request, Franchisee shall, at its expense, provide either a reviewed or audited profit and loss statement and balance sheet for the Franchised Business within 60 days after the end of each fiscal year to be signed by Franchisee or by Franchisee's treasurer or chief financial officer attesting that the financial statements present fairly the financial position of Franchisee and the results of operations of the Franchised Business during the period covered. The Company shall have the right, in its reasonable discretion, to require that Franchisee, at Franchisee's expense, submit audited financial statements prepared by a certified public accounting firm acceptable to The Company for any fiscal year or any period or periods of a fiscal year.

D. Other Reports

Franchisee shall submit for review or auditing, such other forms, reports, records, information and data as The Company may reasonably designate from time to time, in the form and at the times and places reasonably required, upon request and as specified from time to time in the Manual or otherwise in writing.

E. Audit Rights

(i) The Company shall have the right at all reasonable times, both during and after the term of this Agreement, to inspect, copy and audit Franchisee's books, records, and federal, state and local tax returns, and such other forms, reports, information and data as The Company reasonably may designate, applicable to the operation of the Franchised Business. If an inspection or audit discloses an understatement of Gross Sales, Franchisee shall pay The Company, within 10 days after receipt of the inspection or audit report, the deficiency in the royalty fees and advertising contributions plus interest (at the rate and on the terms provided in Section 3H.) from the date originally due until the date of payment. If an inspection or audit is made necessary by Franchisee's failure to furnish reports or supporting records as required under this Agreement, or to furnish such reports, records or information on a timely basis, or if an understatement of Gross Sales for the period of any audit is determined by any audit or inspection to be greater than 2%, Franchisee also shall reimburse The Company for the reasonable cost of the audit or inspection including, without limitation, the charges of attorneys and independent accountants, and the travel expenses, room, board and compensation of The Company's employees or designees involved in the audit or inspection. The foregoing remedies shall be in addition to all other remedies and rights available to The Company under this Agreement or applicable law.

(ii) If Franchisee fails to provide The Company on a timely basis with the records, reports and other information required by this Agreement or, upon request of The Company, with copies of same, The Company or its designee shall have access at all reasonable times (and as often as necessary) to Franchisee's books and records for the purpose, among other things, of preparing the required records, reports and other information. Franchisee promptly shall reimburse The Company or its designee for all costs and expenses associated with obtaining such records, reports or other information.

SECTION 5 - ADVERTISING AND PROMOTION

A. Marketing and Adverting

(i) In order to maintain uniformity and standards, Franchisee may not conduct its own advertising and marketing without The Company's prior written approval. This includes making calls or sending out flyers without the prior written approval of The Company Franchisee may conduct approved marketing at its own expense. The Company shall advise Franchisee of the advertising and sales promotions approved by The Company.

(ii) If Franchisee wishes to engage in its own advertising and marketing it must submit a written request to The Company indicating the amount of advertising it proposes to engage in, the means of advertisement, a sample or proof of the proposed advertisement, and information regarding who will print or send the advertisement and/or indicating the content of what will be stated.

(iii) Franchisee may, during the period beginning 30 days before the scheduled opening of the Franchised Business and continuing for 90 days after the Franchised Business first opens for business ("Grand Opening Period"), conduct such grand opening advertising as The Company and Franchisee deem appropriate as indicated in Section (ii) herein.

(iv) Franchisee shall not directly market to or solicit customers whose home or business address is located outside the Territory. Except as part of pre-approved cooperative advertising, Franchisee may not advertise in any media in a territory that is within the assigned territory of another franchisee. Failure to abide by this section may lead to a curable notice of default. The Company will use its reasonable efforts to enforce these restrictions but under no circumstances shall the Company be required to engage in litigation or similar action with regard to violation of this Section.

(v) At this time there is no marketing fund, but in the future, Franchisor reserves the right to establish a marketing fund. Upon institution of such a program, Franchisee will be required to contribute momnthly in the amount required by the Franchisor. Marketing Fund Contributions shall be made at the time and in the manner provided for Royalty Fees. Franchisor shall oversee all marketing programs, with sole control over creative concepts, materials and media used in such programs. Contributuons may be used to meet the costs of or to reimburse Frahcnisor for its costs of producting, maintaining, administering and directing marketing and advertisement.

(vi) Franchisor has the right, but not the obligation, to create cooperative advertising programs for the benefit of the Business and The Company or a franchisee/s in a particular region or territory. Franchisor shall retain the sole right to determine the geographic composition of such program, market area for implementation, the right to administer the pgram, set rules and procedures and change, dissolve or merge such program.

SECTION 6 - CONFIDENTIAL OPERATION PROCEDURES MANUAL

(i) The Company shall loan Franchisee one copy of the Company's confidential and proprietary manual ("Manual") which contains information and knowledge that is unique, necessary and material to the System. (As used in this Agreement, the term "Manual" may also include all written correspondence from The Company regarding the System, other publications, materials, drawings, memoranda, videotapes, CDs, DVDs, audio tapes, and electronic media that The Company from time to time may provide to Franchisee.) The Manual may be supplemented or amended from time to time by letter, electronic mail, bulletin, videotapes, audio tapes, CDs, DVDs, software or other communications concerning the System to reflect changes in the image, specifications and standards relating to developing, equipping, furnishing and operating the Business. The Manual remains the sole property of Franchisor and shall promptly be returned to Franchisor upon expiration or termination of this Agreement.

(ii) The Company reserves the right to furnish all or part of the Manual in electronic form or online. Franchisee shall keep its copy current and up-to-date with all additions and deletions provided by or on behalf of The Company and shall purchase whatever equipment and related services (including, without limitation, a video cassette recorder, DVD player, computer system, Internet service, dedicated phone line, facsimile machine, etc.) as may be necessary to receive these communications. If a dispute relating to the contents of the Manual develops, the master copy maintained by The Company shall control.

(iii) Franchisee understands and agrees that the Manual contains detailed standards, specifications, instructions, requirements, methods and procedures for management and operation of the Franchised Business. The Manual also may relate to the selection, purchase, storage, preparation, and specific instructions on service; management and employee training; marketing, advertising and sales promotions; employee dress attire and appearance standards; graphics; and accounting, bookkeeping, records retention and other business systems, procedures and operations. Franchisee agrees at all times to operate the Franchised Business in strict conformity with the Manual; to maintain the Manual at the Franchised Business; to not reproduce the Manual or any part of it; and to treat the Manual as confidential and proprietary, and; to disclose the contents of the Manual only to those employees of Franchisee who have a need to know.

(iv) The Company retains the sole right to add, delete or otherwise modify the Manual from time to time as it deems necessary. Franchisor may make such modifications iwhtout prior notice to Franchisee. Franchisee shall immediately, upon notice and adopt such changes and shall ensure that its copy of the Manual is up to date at all times. If a dispute as to the contents of the Manual arises, the terms of the master copy maintained by the Franchisor at headquarters shall be controlling.

SECTION 7 - THE SYSTEM

(i) Franchisee shall strictly comply and shall cause all of its employees to strictly comply with all requirements, specifications, standards, operating procedures and rules set forth in this Agreement, the Manual and other communications provided by the Franchisor.

(ii) The Company, in its sole discretion, shall be entitled from time to time to change or modify the System, including modifications to the Manual, the presentation of the Trade Name, the adoption of new administrative forms and methods of reporting and of payment of any monies owed to The Company (including electronic means of reporting and payment) and the adoption and use of new or modified Trade Names or copyrighted materials. Franchisee shall accept and use or display in the Franchised Business any such changes or modifications in the System as if they were a part of the System at the time this Agreement was executed, and Franchisee will make such expenditures as the changes or modifications in the System may reasonably require.

(ii) If Franchisee develops any new concepts, processes or improvements relating to the System, Franchisee promptly shall notify The Company and provide The Company with all information regarding the new concept, process or improvement, all of which shall become the property of The Company and its affiliates and which may be incorporated into the System without any payment to Franchisee. Franchisee, at its expense, promptly shall take all actions deemed necessary or desirable by The Company to vest in The Company ownership of such concepts, processes or improvements. Franchisee shall not modify or deviate from any aspect of the System without Franchisor's prior written consent.

SECTION 8 - TRAINING

A. Initial Training

(i) The Company shall provide Franchisee at those times and those places designated by The Company initial training including videos, documents, certificates and up to forty (40) hours of in person training for up to five (5) people chosen by Franchisee. Franchisee (or, if Franchisee is owned by more than one individual, Franchisee's Operating Principal,) Franchisee's Manager and any other person designated by The Company is encouraged to attend and satisfactorily complete training.

(ii) If Franchisee wishes to have additional people attend, Franchisee shall pay The Company, for each person attending training, a tuition fee as established by The Company from time to time. Franchisee will be required to pay all travel, living and other expenses incurred by Franchisee's employees while attending the training. The Company reserves the right to dismiss from the training program any person whom The Company does not believe will perform acceptably in the position for which he has been hired by Franchisee and Franchisee shall provide a suitable replacement within one month of such dismissal.

B. Pre-Opening Assistance

The Company shall provide consultation and advice to Franchisee as The Company deems appropriate with regard operation of the Franchised Business, specifications, training, purchasing and control and those other matters as The Company deems appropriate.

C. Additional Training

The Company shall have the right, in its sole discretion to provide additional training as needed. Any additional training requested by Franchisee or which Franchisee wishes to attend will cost a fee of one thousand five hundred dollars ($1,500) for up to five individuals for every twelve (12) hours of training or whatever is the Company's then current training costs. The Company shall also have the right to require that Franchisee, the Operating Principal, Franchisee's Manager and any other employees designated by The Company take and successfully complete other training courses in addition to the initial training. The Company reserves the right to require Franchisee to pay a tuition fee for these additional training programs as established by The Company from time to time. Franchisee will be required to pay all travel, living and other expenses incurred by Franchisee's employees while attending the training.

D. Post-Opening Assistance

The Company periodically, as it deems appropriate, shall advise and consult with Franchisee in connection with the operation of the Franchised Business. The Company, as it deems appropriate, shall provide to Franchisee its knowledge and expertise regarding the System and pertinent new developments, techniques and improvements, management, sales promotion, service concepts and other areas. The Company may provide these services through visits by The Company's representatives to the Franchised Business or Franchisee's offices, the distribution of printed or filmed material or electronic information, meetings or seminars, telephone communications, email communications or other communications.

E. Right to Inspect the Franchised Business

To determine whether Franchisee and the Franchised Business are in compliance with this Agreement and with all specifications, quality standards and operating procedures prescribed by The Company shall have the right at any reasonable time and without prior notice to Franchisee to: (1) inspect the Franchised Location; (2) observe, photograph and videotape the operations of the Franchised Business for such consecutive or intermittent periods as The Company deems necessary; (3) go to any homes to observe, photograph and videotape the services provided by the Franchisee to its customers; (4) interview personnel of the Franchised Business; (5) interview customers of the Franchised Business; and (6) inspect and copy any books, records and documents relating to the operation of the Franchised Business or, upon the request of The Company or its designee, require Franchisee to send copies thereof to The Company or its designee. Franchisee agrees to cooperate fully with The Company or its designee in connection with any such inspections, observations, videotaping, product removal and interviews. Franchisee shall take all necessary steps to immediately correct any deficiencies detected during these inspections, including, without limitation, ceasing further use of any equipment, personnel, advertising materials or supplies that do not conform with the standards and requirements promulgated by The Company from time to time. Franchisee shall present to its customers such evaluation forms as are periodically prescribed by The Company and shall participate and/or request its customers to participate in any surveys performed by or on behalf of The Company as The Company may direct.

F. Delegation

The Company has the right, from time to time, to delegate the performance of any portion or all of its obligations and duties under this Agreement to designees, whether affiliates or agents of The Company or independent contractors with which The Company has contracted to provide this service.

G. Designated Manager/Principals

After beginning operations, should Franchisee name a new Designated manager, Franchisee must notify Franchisor and assure the new Designated Manager completes the initial training to the satisfaction of Franchisor. Franchisor may, at its sole discretion, require the Franchisee to pay Franchisor costs of training. Franchisee shall be responsible for all travel costs, room and board and salaries incurred in connection with training.

SECTION 9 - PERFORMANCE STANDARDS AND UNIFORMITY OF OPERATION

Services performed under the Trade Name have a reputation for quality. This reputation has been developed and maintained by The Company, and it is of the utmost importance to The Company, Franchisee and all other franchisees of The Company that this reputation be appropriately maintained. In recognition of the mutual benefits that come from maintaining the reputation for quality enjoyed by the System, Franchisee covenants and agrees, with respect to the operation of the Franchised Business, that Franchisee and its employees shall comply with all of the requirements of the System as set forth in the Manual or otherwise, and Franchisee additionally shall comply with the following:

A. Standards, Specifications and Procedures

(i) Franchisee acknowledges that each and every detail of the services provided is important to The Company. Franchisee agrees to cooperate with The Company by maintaining these high standards in the operation of the Franchised Business. Franchisee further agrees to comply with all System specifications, standards and operating procedures (whether contained in the Manual or any other written communication to Franchisee) relating to the appearance, function, cleanliness and general attitude of employees.

(ii) Franchisee (or, if Franchisee is owned by more than one individual, the Operating Principal) shall remain active in overseeing the operations of the Franchised Business, including, without limitation, regular, periodic visits to the Franchised Business and sufficient communications with The Company to ensure that the Franchised Business's operations comply with the operating standards as promulgated by The Company from time to time in the Manual or otherwise in written or oral communications.

(iii) Franchisee shall maintain the Franchised Business including facilities, vehicles and equipment in good, like new condition and shall repair or replace any such equipment, fixture, supplies, inventory or signange as necessary to comply with the standards and specifications of Frachisor. The expense of any such maintenance shall be borne solely by Franchisee.

(iii) Franchisee shall hire all employees of the Franchised Business and be exclusively responsible for the terms of their employment and compensation, and for the proper training of such employees in the operation of the Franchised Business. Franchisee shall establish at the Franchised Business a training program for all employees that meets the standards prescribed by The Company.

(iv) Franchisee shall employ only suitable persons of good character and reputation who will at all times conduct themselves in a competent and courteous manner in accordance with the image and reputation of The Company and the System and, while on duty, comply with the dress attire, attitude, personal appearance and hygiene standards set forth in the Manual. Franchisee shall use its best efforts to ensure that Franchisee's employees maintain a neat and clean appearance and render competent and courteous service to all customers and fellow employees of the Franchised Business.

B. Compliance with Laws and Good Business Practices

(i) Franchisee shall secure and maintain in force in its name all required licenses, permits and certificates relating to the operation of the Franchised Business. Franchisee shall operate the Franchised Business in full compliance with all applicable laws, ordinances and regulations including, without limitation, all laws or regulations governing or relating to the health and home care industry, occupational hazards and health insurance, employment laws, including, without limitation, workers' compensation insurance, unemployment insurance, and the withholding and payment of federal and state income taxes, social security taxes and sales taxes. Franchisee shall timely pay all obligations relating to the Franchised Business. All advertising and promotion by Franchisee shall be completely factual and shall conform to the highest standards of ethical advertising. Franchisee shall, in all dealings with Franchisee's customers, suppliers and the public, adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct. Franchisee agrees to refrain from any business or advertising practice that may be injurious to the goodwill associated with the Trade Name or the business of The Company.

(ii) Franchisee shall notify The Company in writing within 5 days after the commencement of: (1) any action, suit or proceeding, or the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality, which may adversely affect the operation or financial condition of Franchisee or the Franchised Business; or (2) of any notice of violation of any law, ordinance or regulation relating to health or sanitation at the Franchised Business.

C. Non-Cash Payment Systems

In providing services, Franchisee shall not accept any cash payments. Acceptance of cash payments shall be considered an incurable breach of this Agreement. Franchisee shall accept debit cards, credit cards, stored value gift cards or other non-cash payment systems specified by The Company and shall obtain all necessary hardware and/or software used in connection with these non-cash payment systems. Franchisee shall reimburse The Company for all costs associated with such non-cash payment systems as they pertain to the Franchised Business.

SECTION 10 - PROPRIETARY MARKS

A. Definition

The term "Trade Name" or "Mark" as used in this Agreement refers to all words, symbols, insignia, devices, designs, trade names, service marks or combinations thereof designated by The Company as identifying the System, the Business and the products sold and services provided in connection with the Business. The Company shall, from time to time, advise Franchisee as to any additions or deletions to the Trade Name and Franchisee's right to use the Proprietary Marks shall be deemed modified by those additions or deletions.

B. Use

(i) Franchisee's right to use the Trade Name is solely derived from this Agreement and is a non-exclusive and limited right to use the Trade Name or Mark specifically related to the conduct of the Business and the Company. Franchisee's right to use of the Trade Name in the operation of the Franchised Business at the Franchised Location and as expressly provided in this Agreement and the Manual. Franchisee shall not use the Trade Name or Mark in connection with any unauthorized products or services. Franchisee shall not use the Trade Names on any vehicles without The Company's prior written approval. Franchisee shall not use the Trade names or any variations of the Trade Names or marks or names confusingly similar to the Trade Names in any manner not authorized by The Company or in any corporate, limited liability company, partnership or other business entity name and shall not use any other trade names, service marks or trademarks in conjunction with the Franchised Business. If local laws or ordinances require that Franchisee file an affidavit of doing business under an assumed name or otherwise make a filing indicating that the Trade Name are being used as a fictitious or assumed name, Franchisee shall include in such filing or application an indication that the filing is made "as a franchisee of Care on Call" Franchisee shall use the symbol ® with all registered marks and the symbol ™ with all pending registrations or other marks.

(ii) Franchisee shall not use the Trade name in any Internet domain name or e-mail address, in the operation of any Internet web site, or on a social networking site or other future technological avenue without The Company's prior written consent. The Company may grant or withhold its consent in its sole discretion and may condition its consent on such requirements as The Company deems appropriate, including, among other things, that Franchisee obtain The Company's written approval of: (A) any and all Internet domain names and home page addresses related to the Franchised Business; (B) the proposed form and content of any web site related to the Franchised Business; (C) Franchisee's use of any hyperlinks or other links; (D) Franchisee's use of any materials (including text, video clips, photographs, images and sound bites) in which any third party has an ownership interest; and (E) any proposed modification of Franchisee's web site. The Company may designate the form and content of Franchisee's web site and/or require that any such web site be hosted by The Company or a third party who The Company designates, using one or more web sites that The Company owns and/or controls. The Company may charge Franchisee a fee for developing, reviewing and approving Franchisee's web site and/or for hosting the web site.

C. Modifications

The Company may select another name and notify Franchisee to change all or some items bearing the Trade Name to the new name within a reasonable period of time as determined by The Company without any liability to Franchisee, and Franchisee promptly shall adopt that name.

D. Ownership

Franchisee agrees that nothing in this Agreement gives it any right, title or interest in the Trade Name (except the right to use the Trade name in accordance with the terms of this Agreement), that the Trade Name is the sole property of The Company that Franchisee shall not directly or indirectly contest the validity or ownership of the Trade name or The Company's right to license the Trade Name, and that any and all uses by Franchisee of the Trade Name and the goodwill arising therefrom shall inure exclusively to the benefit of The Company and its affiliates. Franchisee will not seek to register, reregister, assert claim to ownership of, license or allow others to use, or otherwise appropriate to itself any of the Trade Name or any mark or name confusingly similar thereto, or the goodwill symbolized by any of the foregoing except to the extent this action inures to the benefit of, and has the prior written approval of, The Company. Any unauthorized use of the Trade Name by Franchisee or attempt by Franchisee, directly or indirectly, to register the Trade names in any jurisdiction shall constitute a breach of this Agreement and an infringement of The Company's rights in and to the Trade Name.

E. Notice

Franchisee promptly shall inform The Company in writing as to any infringement of the Trade Name of which it has knowledge. Franchisee shall not make any demand or serve any notice, orally or in writing, or institute any legal action or negotiate, compromise or settle any controversy with respect to any such infringement without first obtaining The Company's written approval. The Company shall have the right, but not the obligation, to bring such action or take such steps as it may deem advisable to prevent any such infringement and to join Franchisee as a party to any action in which The Company is or may be a party and as to which Franchisee is or would be a necessary or proper party. Franchisee also shall promptly notify The Company of any litigation (including administrative or arbitration proceedings) of which Franchisee is aware instituted against The Company, relating to the Trade Name. Franchisee shall execute any and all instruments and documents, render such other assistance and do any acts and things as may, in the opinion of The Company's counsel, be necessary or advisable to protect and maintain The

Company's interests in the Trade Name, including, without limitation, The Company's interests in litigation or proceedings before the U.S. Patent and Trademark Office or other tribunal relating to the Trade Name.

F. Indemnification

Franchisor shall reimburse Franchisee for all expenses reasonably incurred by Franchisee in any trademark or similar proceeding disputing Franchisee's authorized use of any Mark, provided that Franchisee has complied with the provisions required herein in this Section 10. At Franchisor's option, Franchisor may defend and control the defense of any proceeding arising directly from Franchisee's use of the Mark. Indemnification shall not include expenses related to removing signage or discontinuance of the Mark or Trade Name. Indemnification shall also not apply to any litigation between Franchisor and Franchisee wherein Franchisee's use of the Mar is disputed or challenged by Franchisor. Franchisor will not be responsible for paying Franchisee's independent counsel, separate from counsel representing Franchisor and Franchisee in the event of litigation disputing the validity of the Mark or Trade Name.

G. Discontinuance of Use

Franchisee shall discontinue or modify the use of any Trade Name upon ten days (10) written notice by Franchisor. Franchisor shall not be required to reimburse Franchisee for its expenses in modifying or discontinuing use of the Mark or any loss of goodwill associated with any modified or discontinued Mark or for any expenditures of marketing and promotion of a new Mark.

H. Right to Inspection

Franchisor shall have a right to enter and inspect the Franchised Business at all reasonable times, and have a right to observe the manner in which Franchisee renders services and conducts avitivites and operations, and to inspect facilities, equipment, products, supplies, reports, forms, documents and any data as well as interview employees and clients to ensure that Franchisee is operating in accordance with the quality control provisions and performance standards established by the Franchisor.

SECTION 11 – INSURANCE

A. Responsibility

Franchisee shall be responsible for all loss or damage arising from or related to Franchisee's development and operation of the Franchised Business, and for all demands or claims with respect to any loss, liability, personal injury, death, property damage, or expense whatsoever occurring upon the premises of, at any customer home, or getting to and from each location, or in connection with the development or operation of, the Franchised Business. Franchisee shall maintain in full force and effect within sixty days of execution of this Agreement or the first day of opening the Business, whichever is sooner, and throughout the term of this Agreement that insurance which Franchisee determines is necessary or appropriate for liabilities caused by or occurring in connection with the development or operation of the Franchised Business which shall include, at a minimum, insurance policies of the kinds, and in the amounts, required herein. The Company, and any entity with an insurable interest designated by The Company, shall be an additional insured in such policies to the extent each has an insurable interest.

B. Required Coverage

All insurance policies shall be written by an insurance company or companies satisfactory to The Company, in compliance with the standards, specifications, coverages and limits set forth in the Manual or otherwise provided to Franchisee in writing. These policies shall include, at a minimum, the following:

(i) Comprehensive general liability insurance including coverage for bodily injury, personal injury, products liability, blanket contractual liability, broad form property damage, non-owned automobiles, completed operations and property damage on an occurrence basis with policy limits of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

(ii) Workers' compensation and such other insurance as may be required by statute or rule of the state or locality in which the Franchised Business is located. This coverage shall also be in effect for all of Franchisee's employees who participate in any of the training programs described in Section 8; and

(iii) Assuring any employees who drive to and from any location are covered by Automobile Liability insurance.

The Company may reasonably increase the minimum coverage required and require different or additional kinds of insurance to reflect inflation, changes in standards of liability, higher damage awards or other relevant changes in circumstances. Franchisee shall receive written notice of such modifications and shall take prompt action to secure the additional coverage or higher policy limits

C. General Requirements

The following general requirements shall apply to each insurance policy that Franchisee is required to maintain under this Agreement:

(i) Each insurance policy shall be specifically endorsed to provide that the coverages shall be primary and that any insurance carried by any additional insured shall be excess and non-contributory;

(ii) No insurance policy shall contain a provision that in any way limits or reduces coverage for Franchisee in the event of a claim by The Company or its affiliates;

(iii) Each insurance policy shall extend to, and provide indemnity for, all obligations and liabilities of Franchisee to third parties and all other items for which Franchisee is required to indemnify The Company under this Agreement;

(iv) Each insurance policy shall be written by an insurance company that has received and maintains an "A+" or better rating by the latest edition of Best's Insurance Rating Service; and

(v) No insurance policy shall provide for a deductible amount that exceeds $5,000, unless otherwise approved in writing by The Company, and Franchisee's co-insurance under any insurance policy shall be 80% or greater.

D. Proof

All required insurance policies shall be in full force and effect and Franchisee shall submit to The Company evidence of satisfactory insurance and proof of payment therefore no later than 30 days' prior to the scheduled opening date of the Franchised Business. On each policy renewal date thereafter, Franchisee shall again submit evidence of satisfactory insurance and proof of payment therefor to The Company. The evidence of insurance shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to The Company. Upon request, Franchisee also shall provide to The Company copies of all or any policies, and policy amendments and riders.

E. No Representations

Franchisee acknowledges that no requirement for insurance contained in this Agreement constitutes advice or a representation by The Company that only such policies, in such amounts, are necessary to protect Franchisee from losses in connection with its business under this Agreement. Maintenance of this insurance, and the performance by Franchisee of its obligations under this Section, shall not relieve Franchisee of liability under the indemnification provisions of this Agreement.

F. Failure to Obtain – Right to Procure

Should Franchisee, for any reason, fail to procure or maintain at least the insurance required by this Section 11, as revised from time to time pursuant to the manual or otherwise in writing, The Company shall have the immediate right and authority, but not the obligation, to procure such insurance and charge its cost to Franchisee. All out-of-pocket incurred by The Company in obtaining such insurance on behalf of Franchisee shall be reimbursed to The Company by Franchisee immediately upon Franchisee's receipt of an invoice therefore.

SECTION 12 - ORGANIZATION OF FRANCHISEE

A. Representations

(i) If Franchisee is a corporation, a limited liability company, a partnership or any other type of organization (collectively, "business entity"), Franchisee makes the following representations and warranties: (1) it is duly organized and validly existing under the laws of the state of its formation; (2) it is qualified to do business in the state or states in which the Franchised Business is located; (3) execution of this Agreement and the development and operation of the Franchised Business is permitted by its governing documents; and (4) unless waived in writing by The Company, Franchisee's Articles of Incorporation, Articles of Organization, written partnership agreement or other organizational or governing documents shall at all times provide that the activities of Franchisee are limited exclusively to the development and operation of the Business.

(ii) If Franchisee is an individual, or a partnership comprised solely of individuals, Franchisee makes the following additional representations and warranties: (A) each individual has executed this Agreement; (B) each individual shall be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement; and (C) notwithstanding any transfer for convenience of ownership, pursuant to Section 14, each individual shall continue to be jointly and severally bound by, and personally liable for the timely and complete performance and a breach of, each and every provision of this Agreement.

B. Governing Documents

If Franchisee is a corporation, copies of Franchisee's Articles of Incorporation, bylaws, other governing documents and any amendments, including the resolution of the Board of Directors authorizing entry into and performance of this Agreement, and all shareholder agreements, including buy/sell agreements, have been furnished to The Company. If Franchisee is a limited liability company, copies of Franchisee's Articles of Organization, Management Agreement, other governing documents and any amendments, including the resolution of the Managers authorizing entry into and performance of this Agreement, and all agreements, including buy/sell agreements, among the members have been furnished to The Company. If Franchisee is a partnership, copies of Franchisee's written partnership agreement, other governing documents and any amendments, as well as all agreements, including buy/sell agreements, among the partners have been furnished to The Company, in addition to evidence of consent or approval of the entry into and performance of this Agreement by the requisite number or percentage of partners, if that approval or consent is required by Franchisee's written partnership agreement. When any of these governing documents are modified or changed, Franchisee promptly shall provide copies to The Company. If Franchisee is any other type of business entity, copies of its organizational and governing documents have been furnished to The Company.

C. Ownership Interests

If Franchisee is a business entity, all interests in Franchisee are owned as set forth in attached Appendix D. In addition, if Franchisee is a corporation, Franchisee shall maintain a current list of all owners of record and all beneficial owners of any class of voting securities of the corporation (and the number of shares owned by each). If Franchisee is a limited liability company, Franchisee shall maintain a current list of all members (and the percentage membership interest of each member). If Franchisee is a partnership, Franchisee shall maintain a current list of all owners of an interest in the partnership (and the percentage ownership of each owner). Franchisee shall comply with Section 15 prior to any change in ownership interests and shall execute addenda to Appendix D as changes occur in order to ensure the information contained in Appendix D is true, accurate and complete at all times.

D. Restrictive Legend

If Franchisee is a corporation, Franchisee shall maintain stop-transfer instructions against the transfer on its records of any voting securities, and each stock certificate of the corporation shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of this stock is subject to the restrictions imposed on assignment by Care on Call Franchise Agreement(s) to which the corporation is a party." If Franchisee is a limited liability company, each membership or management certificate or other evidence of interest in Franchisee shall have conspicuously endorsed upon its face the following statement: "Any assignment or transfer of an interest in this limited liability company is subject to the restrictions imposed on assignment by the Care on Call Franchise Agreement(s) to which the limited liability company is a party." If Franchisee is a partnership, its written partnership agreement shall provide that ownership of an interest in the partnership is held subject to, and that further assignment or transfer is subject to, all restrictions imposed on assignment by this Agreement. If Franchisee is any other type of business entity, its organizational and governing documents shall provide that an ownership interest in the business entity is held subject to, and further assignment or transfer is subject to, all restrictions imposed on assignment by this Agreement.

E. Continuity Group

If Franchisee is a business entity, Appendix D lists those persons who comprise Franchisee's "Continuity Group." The Company and Franchisee acknowledge and agree that it is their intent that the members of the Continuity Group include the Operating Principal and (1) all holders of a legal or beneficial interest of 10% or more ("10% Owners") in Franchisee; (2) if Franchisee is a limited partnership, all 10% Owners of Franchisee's general partner; and (3) all 10% Owners of a corporation or limited liability company that owns a controlling interest in Franchisee. In the event of any change in the Continuity Group or in the ownership interests of any member of the Continuity Group, Franchisee shall execute addenda to Appendix D to reflect the change. If Franchisee is a corporation, the Continuity Group shall at all times own at least 51% of the voting securities of Franchisee; if Franchisee is a limited liability company, the Continuity Group shall at all times own at least 51% of the membership interests in Franchisee; and if Franchisee is any other type of business entity, the Continuity Group shall at all times have at least a 51% interest in the operating profits and losses and at least a 51% ownership interest in Franchisee.

F. Guarantees

(i) All members of the Continuity Group and their spouses, if applicable, shall jointly and severally guarantee Franchisee's payment and performance under this Agreement and shall bind themselves to the terms of this Agreement pursuant to the attached Guarantee and Assumption of Franchisee's Obligations ("Guarantee"). Unless Franchisee is a publicly-held entity, all of Franchisee's officers and directors and their spouses, if applicable, shall jointly and severally guarantee Franchisee's payment and performance under this Agreement and also shall bind themselves to the terms of this Agreement pursuant to the attached Guarantee. Notwithstanding the foregoing, The Company reserves the right, in its sole discretion, to waive the requirement that some or all of the previously described individuals execute the attached Guarantee and/or to limit the scope of the Guarantee. The Company reserves the right to require any guarantor to provide personal financial statements to The Company from time to time.

(ii) With respect to 10% Owners, Franchisee acknowledges that, unless otherwise agreed to in writing by The Company, it is The Company's intent to have individuals (and not corporations, limited liability companies or other entities) execute the Guarantee. Accordingly, if any 10% Owner is not an individual, The Company shall have the right to have the Guarantee executed by individuals who have only an indirect ownership interest in Franchisee and their spouses, if applicable. (By way of example, if a 10% Owner of Franchisee is a corporation, The Company has the right to require that the Guarantee be executed by individuals who have an ownership interest in that corporation.)

G. Operating Principal

If Franchisee is owned by more than one individual, Franchisee shall designate and retain an individual to serve as the Operating Principal or Designated Manager. The Operating Principal as of the date of this Agreement is identified in Appendix D. The Operating Principal shall meet all of the following qualifications:

(i) The Operating Principal shall have at least a 10% equity ownership interest in Franchisee or, if Franchisee is a limited partnership, in Franchisee's general partner, unless this requirement is modified by The Company in its sole discretion;

(ii) The Operating Principal, at all times, shall be a member of the Continuity Group and, at a minimum, have full control over the day-to-day activities of the Franchised Business including control over the standards of operation and financial performance;

(iii) The Operating Principal shall devote full-time and best efforts to supervising the operation of the Franchised Business and shall not engage in any other business or activity, directly or indirectly, that requires substantial management responsibility;

(iv) Unless waived in writing by The Company, the Operating Principal shall maintain his primary residence within a reasonable driving distance of the Franchised Business;

(v) The Operating Principal shall successfully complete initial training and any additional training required by The Company; and

(vi) The Company shall have approved the Operating Principal, and not have later withdrawn that approval.

If the Operating Principal no longer meets these qualifications, Franchisee must provide The Company written notice designating a qualified person to act as Operating Principal within 30 days after the date the prior Operating Principal ceases to be qualified. The Company shall advise Franchisee whether it has approved the new Operating Principal within a reasonable time after receipt of Franchisee's notice. If The Company does not approve the proposed Operating Principal, Franchisee will have 15 days from its receipt of notice of the decision to advise The Company in writing of another person to act as Operating Principal who satisfies the preceding qualifications.

H. Death or Incapacity of Operating Principal, Owner or Member of Continuity Group

(i) If the Individual dies during the term of this Agreement, or any renewal of this Agreement, his/her personal representatives shall, within one month inform the Franchisor of his/her death, and offer to sell the Individual's shares in the Franchise Business to the Franchisor or any other approved buyer pursuant to the terms contained in Section 14 herein. Such transfer must occur within ninety 90 days of the death or incapacity, Franchisor shall retain right of first refusal. Failure to transfer in the time indicated herein may lead to termination.

(ii) In the event of the death of an operating principal, owner or manager, in Franchisor's sole discretion, if Franchisee is unable to a material degree to operate the Franchise Business to the standard required by the Manual for a period in excess of two consecutive months, Franchisor may appoint a manager of the Franchise Business who shall have full powers to operate the Franchise Business and to take all steps to ensure that the Franchise Business complies with the terms of this Agreement at Franchisee's sole expense.

SECTION 13 - TRANSFERS BY THE COMPANY

The Company shall have the absolute, unrestricted right, exercisable at any time, to transfer and assign all or any part of its rights and obligations under this Agreement to any person or legal entity without the consent of Franchisee.

SECTION 14 - TRANSFERS BY FRANCHISEE

A. Restrictions on Transfer

(i) Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that The Company has entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience and demonstrated or purported ability in developing and operating high quality operations. Accordingly, neither Franchisee nor any immediate or remote successor to any part of Franchisee's interest in this Agreement, nor any individual, partnership, corporation or other legal entity which directly or indirectly has an interest in Franchisee shall sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any interest in Franchisee, this Agreement, the Franchise, the Franchised Business, the assets of the Franchised Business, the Franchised Location or any other assets pertaining to Franchisee's operations under this Agreement (collectively "Transfer") without the prior written consent of The Company, unless otherwise permitted by this Section.

(ii) Except as otherwise provided in this Agreement, any purported Transfer, by operation of law or otherwise, not having the prior written consent of The Company shall be null and void and shall constitute a material breach of this Agreement, for which The Company may terminate this Agreement without providing Franchisee an opportunity to cure the breach.

(iii) Franchisee shall advise The Company in writing of any proposed Transfer, submit (or cause the proposed transferee to submit) a franchise application for the proposed transferee, submit a copy of all contracts and all other agreements or proposals and submit all other information requested by The Company relating to the proposed Transfer. If The Company does not exercise its right of first refusal, the decision as to whether or not to approve a proposed Transfer shall be made by The Company in its sole discretion and shall include numerous factors deemed relevant by The Company. These factors may include, but not limited to, the following:

(1) The proposed transferee (and if the proposed transferee is not a natural person, all persons that have any direct or indirect interest in the transferee as The Company may require) must demonstrate to The Company's satisfaction extensive experience in high quality home care operations of a character and complexity similar to The Company; must meet the managerial, operational, experience, quality, character and business standards for a franchisee promulgated by The Company from time to time; must possess a good character, business reputation and credit rating; must have an organization whose management culture is compatible with The Company's management culture; and must have adequate financial resources and working capital to meet Franchisee's obligations under this Agreement;

(2) If the Transfer is a sale, the sales price shall not be so high, in The Company's reasonable judgment, as to jeopardize the ability of the transferee to develop, maintain, operate and promote the Franchised Business and meet financial obligations to The Company, third party suppliers and creditors. The Company's decision with respect to a proposed Transfer shall not create any liability on the part of The Company: (a) to the transferee, if The Company approves the Transfer and the transferee experiences financial difficulties; or (b) to Franchisee or the proposed transferee, if The Company disapproves the Transfer The

Company, without any liability to Franchisee or the proposed transferee, has the right, in its sole discretion, to communicate and counsel with Franchisee and the proposed transferee regarding any aspect of the proposed Transfer;

(3) All of Franchisee's accrued monetary obligations to The Company (whether arising under this Agreement or otherwise) and all other outstanding obligations related to the Franchised Business (including, but not limited to, bills from suppliers, taxes, judgments and any required governmental reports, returns, affidavits or bonds) have been satisfied or, in the reasonable judgment of The Company, adequately provided for. The Company reserves the right to require that a reasonable sum of money be placed in escrow to ensure that all of these obligations are satisfied;

(4) Franchisee is not then in material default of any provision of this Agreement or any other agreement between Franchisee and The Company or its affiliates, is in good standing as a franchisee with The Company and its affiliates, is not in default beyond the applicable cure period under any real estate lease, equipment lease or financing instrument relating to the Franchised Business and is not in default beyond the applicable cure period with any vendor or supplier to the Franchised Business;

(5) Franchisee, all individuals who executed this Agreement and all guarantors of Franchisee's obligations must execute a general release and a covenant not to sue, in a form satisfactory to The Company, of any and all claims against The Company and its affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, and claims arising out of, or relating to, this Agreement, any other agreements between Franchisee and The Company or its affiliates and Franchisee's operation of the Franchised Business.

(6) Unless waived by The Company in its sole discretion, the transferee and those employees of the transferee designated by The Company shall complete the training described herein.

B. Additional Conditions on Transfer

Upon Franchisee presenting a proposed transferee to the Company, the following may, in the Company's sole discretion, be required:

(1) The transferor shall pay The Company a nonrefundable Transfer fee in an amount not to exceed $1,500 in connection with The Company's review of the Transfer application.

(2) Franchisee and the proposed transferee shall execute, at The Company's election, an assignment agreement and any amendments to this Agreement deemed necessary or desirable by The Company to reflect the Transfer and/or The Company's then-current standard form of franchise agreement for an initial term ending on the expiration date of the Initial Term of this Agreement. In either event, a guarantee of the type required herein shall be executed by those individuals identified in Section 12E. In addition, Franchisee, the proposed transferor and the proposed transferee shall sign all other documents and take such actions as The Company may require to protect The Company's rights under this Agreement.

(3) The transferor shall remain liable for all obligations to The Company incurred before the date of the Transfer and shall execute any and all instruments reasonably requested by The Company to evidence that liability.

(4) The transferee shall furnish copies of all licenses, permits, insurance and other requirements under this Agreement, and in accordance with the System.

(5) Transferee and transferor shall furnish Franchisor copies of all documents related to the transfer.

C. No Waiver

The Company's consent to any Transfer shall not constitute a waiver of any claims The Company may have against the transferring party, nor shall it be deemed a waiver of The Company's right to demand exact compliance with any of the terms of this Agreement by the transferee, nor will it be deemed a waiver of The Company's right to give or withhold approval to future Transfers.

D. Right of First Refusal

(i) If Franchisee, or any of its owners, proposes to sell or otherwise transfer thr Franchised Business, any ownership interest in the Franchisee or any ownership interest granted hereunder, Franchisee shall obtain and deliver Franchisor a bona fide executed written offer along with all pertinent documents including any contract or due diligence.

(ii) Franchisor shall, for thirty days (30) from the date of delivery of all such documents, have the right exercisable by written notice to Franchisee to purchase the offered assets or interest for the price and on the same terms and conditions contained in such offer communicated to the Franchisor. After providing notice of intent to exercise the right of first refusal Franchisor shall have up to sixty (60) days to close the purchase. Franchisor shall be entitled to and shall receive from Franchisee all customary representations and warranties as would be given to any other buyer.

(iii) If Franchisor does not exercise its right of first refusal within the time indicated herein, the offer or proposal may be accepted by Franchisee subject to Franchisors written approval as required in Section 14 A and B, herein. Should the sale fail to close within ninety (90) days, Franchisor's right of first refusal shall renew and be implemented with this Section.

SECTION 15 - GENERAL RELEASE

Franchisee (on behalf of itself and its subsidiaries and affiliates), all individuals who execute this Agreement and all guarantors of Franchisee's obligations under this Agreement freely and without any influence forever release and covenant not to sue The Company, its parent, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, agents and employees, in their corporate and individual capacities, from any and all claims, demands, liabilities and causes of action of whatever kind or nature, whether known or unknown, vested or contingent, suspected or unsuspected (collectively "claims"), which Franchisee or any guarantor now own or hold or may in the future own or hold based on, arising out of or relating to, in whole or in part, any fact, event, conduct or omission occurring on or before the date of this Agreement, including, without limitation, claims arising under federal, state and local laws, rules and ordinances, claims for contribution, indemnity and/or subrogation and claims arising out of, or relating to this Agreement and all other agreements between Franchisee and/or any guarantor and The Company or its parent, subsidiaries or affiliates, the sale of a franchise to Franchisee, the development and operation of the Franchised Business by The Company or its parent, subsidiaries or affiliates. Franchisee and all guarantors expressly agree that fair consideration has been given by The Company for this release and they fully understand that this is a negotiated, complete and final release of all claims. Franchisee and all guarantors also expressly agree that, with respect to this release, any and all rights granted under Section 1542 of the California Civil Code are expressly waived. That Section reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor." This release does not include a release of claims arising from representations in The Company's Franchise Disclosure Document provided to Franchisee.

SECTION 16 - COVENANTS

A. Best Efforts

During the term of this Agreement, Franchisee and the Operating Principal shall devote their best efforts to the development, management and operation of the Franchised Business.

B. Confidentiality and Trade Secrets

(i) Franchisee acknowledges that Franchisor shall disclose confidential and valuable information related to the Business, the System and The Company ("Trade Secrets") as a result of guidance furnished to Franchisee during the term of this Agreement. Franchisee shall not acquire any interest in the Trade Secrets or Confidential Information, other than the right to sue it in the development and operation of the Franchised Business.

(ii) Franchisee acknowledges and agrees that: (1) The Company owns all right, title and interest in and to the System; (2) the System includes trade secrets and confidential and proprietary information and know-how that gives The Company a competitive advantage; (3) The Company has taken all measures appropriate to protect the trade secrets and the confidentiality of the proprietary information and know-how of the System; (4) all material or other information now or hereafter provided or disclosed to Franchisee regarding the System is disclosed in confidence; (5) Franchisee has no right to disclose any part of the System to anyone who is not an employee of Franchisee; (6) Franchisee will disclose to its employees only those parts of the System that an employee needs to know; (7) Franchisee will have a system in place to ensure that its employees keep confidential The Company' trade secrets and confidential and proprietary information, and, if requested by The Company, Franchisee shall obtain from those of its employees designated by The Company an executed Confidential Disclosure Agreement in the form prescribed by The Company; (8) by entering into this Agreement, Franchisee does not acquire any ownership interest in the System; and (9) Franchisee's use or duplication of the System or any part of the System in any other business, or disclosure of any part of the System to others for use or duplication in any other business, would constitute an unfair method of competition, for which The Company would be entitled to all legal and equitable remedies, including injunctive relief, without posting a bond.

(iii) Franchisee shall not, during the term of this Agreement or at any time thereafter, communicate or disclose any trade secrets or confidential or proprietary information or know-how of the System to any unauthorized person, or do or perform, directly or indirectly, any other acts injurious or prejudicial to any of the Proprietary Marks or the System. Any and all information, knowledge, know-how and techniques, including all drawings, materials, equipment, specifications, recipes, techniques and other data that The Company or its affiliates designate as confidential shall be deemed confidential for purposes of this Agreement.

(iv) Franchisee shall disclose to Franchisor all ideas, concepts, techniques or materials concerning the System, the Business or the Company developed in whole or in part during the term of this Agreement. Any such ideas, concepts, techniques or materials shall become the sole property of thr Franchisor and may be used by the Franchisor as it sees fit. Franchisee shall assign, and signa ny assignment or other document as Franchisor requests to assist Franchisor in obtaining or presenting the intellectual property rights in the item.

C. Restrictions

(i) Franchisee acknowledges and agrees to the following:

(a) Pursuant to this Agreement, Franchisee will have access to valuable trade secrets, specialized training and other confidential information from The Company and/or its affiliates regarding the development, operation, product preparation and sale, market and operations research, advertising and marketing plans and strategies, purchasing, sales and marketing methods and techniques of The Company and its affiliates and the System;

(b) The know-how regarding the System and the opportunities, associations and experience acquired by Franchisee pursuant to this Agreement are of substantial value;

(c) In developing the System, The Company and its affiliates have made substantial investments of time, effort, and money;

(d) The Company would be unable adequately to protect the System and its trade secrets and confidential and proprietary information against unauthorized use or disclosure and would be unable adequately to encourage a free exchange of ideas and information among other franchisees if franchisees or developers were permitted to freely divulge confidential information or to hold interests in businesses competitive to or similar to the Company;

(e) All home care aid providers are substantial and direct competitors of the System; and

(f) The restrictions on Franchisee's right to hold interests in, or perform services for, the businesses that are competitive or similar to the Company will not unduly limit Franchisee's activities.

(ii) Accordingly, Franchisee covenants and agrees that, except with The Company's prior written consent, during the term of this Agreement, and for a period of 2 years following its expiration, transfer, or termination, Franchisee shall not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with, any person, firm, partnership, corporation, or other entity:

(a) Divert or attempt to divert any business or customer, or potential business or customer, of the Company to any competitor, by direct or indirect inducement or otherwise;

(b) Knowingly employ or seek to employ any person then employed by The Company or any franchisee of The Company, or otherwise directly or indirectly induce such person to leave his or her employment:

(c) Own, maintain, operate, engage in, grant a franchise to, advise, help, make loans to, lease property to or have any interest in, either directly or indirectly, any home care aid business, any competing or similar business. During the term of this Agreement, there is no geographical limitation on this restriction. Following the expiration, transfer or termination of this Agreement, this restriction shall apply to any business located within a 25 mile radius of the Franchised Location or within a 25 mile radius of any then-existing Business or any other Franchised Business.

(d) The Company has the right to require any holder of a legal or beneficial interest in Franchisee) and any member of their immediate families or households) and any officer, director, executive, manager or member of the professional staff as well as all employees to execute a non-disclosure and non-competition agreement. Upon request of Franchisor, Franchisee shall provide Franchise copies of all non-disclosure and/or non-competition agreements signed pursuant to this Section.

If any part of these restrictions is found to be unreasonable in time or distance, each month of time or mile of distance may be deemed a separate unit so that the time or distance may be reduced by appropriate order of the court to that deemed reasonable. If, at any time during the 2 year period following the expiration or earlier termination of this Agreement, Franchisee fails to comply with its obligations under this Section, that period of noncompliance will not be credited toward Franchisee's satisfaction of the 2 year obligation.

D. Modification

The Company shall have the right, in its sole discretion, to reduce the scope of any covenant in this Section 16 effective immediately upon Franchisee's receipt of written notice, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable.

E. Applicability

The restrictions contained in this Section 16 shall apply to Franchisee and all guarantors of Franchisee's obligations. With respect to each guarantor, these restrictions shall apply until 2 years after the earlier of: (i) the expiration, transfer, or termination of this Agreement; or (ii) the date the guarantor ceases to be the Operating Principal, an officer, stockholder, director, member of the Continuity Group or a 10% Owner (or, if a guarantor is the spouse of a person holding one or more of these positions, the date the person ceases to hold the applicable positions). At The Company' request, unless otherwise prohibited by law, Franchisee will obtain covenants similar in substance to those set forth in this Section 17 from any of its stockholders, directors, officers, or managers and from family members of guarantors.

F. Injunctive Relief.

Franchisee acknowledges and agrees that violation of the covenants contained in this Section 16 will result in immediate and irreparable injury to The Company for which money damages are not an adequate remedy. Therefore, in addition to being responsible for any damages caused to The Company arising from Franchisee's violation of this Section 16, The Company shall be entitled to seek the entry of an injunction prohibiting any conduct by Franchisee in violation of this Section 16.

SECTION 17 - TERMINATION

A. Termination Without Cure Period

(i) In addition to the grounds for termination that may be stated elsewhere in this Agreement, The Company may terminate this Agreement, and the rights granted by this Agreement, upon written notice to Franchisee without an opportunity to cure upon the occurrence of any of the following events:

(1) Franchisee fails to start the business within ninety (90) days of execution of this agreement, fails to complete training or select a location for business operations within said time;

(2) Franchisee ceases to continuously operate the Franchised Business for a period in excess of 5 consecutive days, unless the closing is due to an act of God, fire or other natural disaster or is approved in writing in advance by The Company;

(3) If Franchisee has received 2 or more notices of default within the previous 12 months, The Company shall be entitled to send Franchisee a notice of termination upon Franchisee's next default within that 12 month period under this Section 17B without providing Franchisee an opportunity to remedy the default.

(4) Franchisee is insolvent or is unable to pay its creditors (including The Company); files a petition in bankruptcy, an arrangement for the benefit of creditors or a petition for reorganization; there is filed against Franchisee a petition in bankruptcy, an arrangement for the benefit of creditors or petition for reorganization, which is not dismissed within 60 days of the filing; Franchisee makes an assignment for the benefit of creditors; or a receiver or trustee is appointed for Franchisee and not dismissed within 60 days of the appointment;

(5) Franchisee is unable or fails to pay its employees or contractors for a period of 30 days;

(6) Execution is levied against Franchisee's business or property; suit to foreclose any lien or mortgage against the premises or equipment of the Franchised Business is instituted against Franchisee and is not dismissed within 60 days; or the real or personal property of the Franchised Business shall be sold after levy thereupon by any sheriff, marshal or constable;

(7) There is a material breach by Franchisee of any obligation under Section 14;

(8) Any Transfer that requires The Company's prior written approval occurs without Franchisee having obtained that prior written approval;

(9) The Company discovers that Franchisee made a material misrepresentation or omitted a material fact in the information that was furnished to The Company in connection with its decision to enter into this Agreement;

(10) Franchisee misuses or make unauthorized use of Trade Names, Marks or other proprietary information

(11) Franchisee discloses company Trade Secrets or Confidential Information to a third party, competitor or anyone not authorized by The Company;

(12) Franchisee knowingly falsifies any report required to be furnished The Company or makes any material misrepresentation in its dealings with The Company or fails to disclose any material facts to The Company;

(13) The Company makes a reasonable determination that continued operation of the Franchised Business by Franchisee will result in an imminent danger to public health or safety;

(14) Franchisee, the Operating Principal, any stockholder, member, partner, director or officer of Franchisee, any member of the Continuity Group or any 10% Owner is convicted of, or pleads no contest to, a felony charge; a crime involving moral turpitude; or any other crime or offense that is reasonably likely, in the sole opinion of the Company, to adversely affect The Company, its affiliates or the System;

(15) There is a material breach of any representation or warranty set forth in Section 27;

(16) Franchisee, the Operating Principal, any member of the Continuity Group or any 10% Owner remains in default beyond the applicable cure period under any other agreement with The Company or its affiliates (provided that, if the default is not by Franchisee, Franchisee is given written notice of the default and a 30 day period to cure the default), or Franchisee remains in default beyond the applicable cure period under any real estate lease, equipment lease, or financing instrument relating to the Franchised Business, or Franchisee remains in default beyond the applicable cure period with any vendor or supplier to the Franchised Business, or Franchisee fails to pay when due any taxes or assessments relating to the Franchised Business or its employees, unless Franchisee is actively prosecuting or defending the claim or suit in a court of competent jurisdiction or by appropriate government administrative procedure or by arbitration or mediation conducted by a recognized alternative dispute resolution organization.

B. Termination Following Expiration of Cure Period

(i) Except for those items listed in preceding Section 17A, Franchisee shall have 30 days after written notice of default from The Company within which to remedy the default and provide evidence of that remedy to The Company. If any such default is not cured within that time, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless The Company notifies Franchisee otherwise in writing. Notwithstanding the foregoing, if the default cannot be corrected within 30 days, Franchisee shall have such additional time to correct the default as reasonably required (not to exceed 90 days) provided that Franchisee begins taking the actions necessary to correct the default during the 30 day cure period and diligently and in good faith pursues those actions to completion. Franchisee will be in default under this Section 17B for any failure to materially comply with any of the requirements imposed by this Agreement, the Manual or otherwise in writing, or to carry out the terms of this Agreement in good faith.

(ii) Notwithstanding the provisions of preceding Section 17B(i), if Franchisee defaults in the payment of any monies owed to The Company when such monies become due and payable and Franchisee fails to pay such monies within 10 days after receiving written notice of default, then this Agreement will terminate effective immediately upon expiration of that time, unless The Company notifies Franchisee otherwise in writing.

(iv) In addition to the other provisions of this Section 17B, if The Company reasonably determines that Franchisee becomes or will become unable to meet its obligations to The Company or its affiliates under this Agreement, The Company may provide Franchisee written notice to that effect and demand that Franchisee provide those assurances reasonably designated by The Company, which may include security or letters of credit for the payment of Franchisee's obligations to The Company. If Franchisee fails to provide the assurances demanded by The Company within 30 days after its receipt of written notice from The Company, this Agreement shall terminate without further notice to Franchisee effective immediately upon expiration of that time, unless The Company notifies Franchisee otherwise in writing.

C. Termination Following Inspection

The Company shall have the right to periodically conduct inspections of the Franchised Business to evaluate Franchisee's compliance with the System and this Agreement. Following each inspection, The Company in its sole discretion may provide Franchisee an inspection report. If after inspection, The Company, finds there are incurable deficiencies or material breaches, The Company may terminate this Agreement, without opportunity to cure, by providing Franchisee written notice of termination along with the inspection report.

D. Statutory Limitations

If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement requires a notice or cure period prior to termination longer than set forth in this Section, this Agreement will be deemed amended to conform to the minimum notice or cure period required by the applicable law or regulation.

E. Termination By Franchisee

If Franchisee is in full compliance with all the terms of this Agreement and The Company materially breaches this Agreement and fails to commence reasonable efforts to cure such breach within thirty (30) days after receiving written notifce identifying the breach, Franchisee may elect to terminate this Agreement unless the breach cannot be reasonably cure within such thirty days. If the breach cannot be cured within such time, Franchisee may elect to terminate this Agreement only if Franchisor does not promptly undertake and continue efforts to cure such material breach within a reasonable period of time and furnish Franchisee reasonable proof of such efforts.

SECTION 18 - OBLIGATIONS ON TERMINATION OR EXPIRATION

Upon termination or expiration of this Agreement, franchisee is under the following duties and obligations:

A. Franchisee immediately shall cease operating the Franchised Business.

B. Franchisee immediately shall: (1) pay The Company all sums due and owing related to the Franchised Business; and (2) if this Agreement is terminated following Franchisee's default, pay The Company the net present value of the royalty fee that Franchisee would have paid during the balance of the Initial Term but for the termination (calculated based on the average weekly royalty fee owed by Franchisee for the past 52 weeks multiplied by the number of weeks remaining in the Initial Term), unless waived by The Company in its sole discretion. The obligation to pay this royalty fee survives termination of this Agreement and is in addition to, and not in lieu of, Franchisee's obligation to fully comply with its obligations under Section 16 following termination of this Agreement.

C. Franchisee promptly shall return to The Company the Manual, any copies of the Manual and all other materials and information furnished by The Company and Franchisee promptly shall return to The Company, in good condition and repair excepting normal wear and tear, all computer software, disks, tapes and other magnetic storage media.

D. Franchisee and all persons and entities subject to the covenants contained in Section 16 shall continue to abide by those covenants and shall not, directly or indirectly, take any action that violates those covenants.

E. Franchisee immediately shall discontinue all use of the Trade Name in connection with the Franchised Business and of any and all items bearing the Trade Name; remove the Trade name from the Franchised Business and from clothing, signs, materials, motor vehicles and other items owned or used by Franchisee in the operation of the Franchised Business; cancel all advertising for the Franchised Business that contains the Trade Name (including telephone directory listings); and take such action as may be necessary to cancel any filings or registrations for the Franchised Business that contain any Trade Name.

F. Franchisee shall furnish The Company, within 30 days after the effective date of termination or expiration, evidence (certified to be true, complete, accurate and correct by the chief executive officer of Franchisee, if Franchisee is a corporation; by a manager of Franchisee, if Franchisee is a limited liability company; by a general partner of Franchisee, if Franchisee is a partnership; or by a person authorized in Franchisee's organizational documents if Franchisee is any other type of business entity) satisfactory to The Company of Franchisee's compliance with this Section 18, herein.

G. Franchisee shall not: (1) operate or do business under any name or in any manner that might tend to give the public the impression that Franchisee is connected in any way with The Company or has any right to use the System or the Trade name; (2) make, use or avail itself of any of the materials or information furnished or disclosed by The Company under this Agreement or disclose or reveal any such materials or information or any portion thereof to anyone else; or (3) assist anyone not licensed by The Company to conduct a same or similar business.

H. Upon demand by Franchisor, franchisee will immediately assign its interest in any lease and transfer or assign any phone number, fax, email or website associated with the Business.

SECTION 19 - RELATIONSHIP OF THE PARTIES

(i) This Agreement does not create a fiduciary or other special relationship between the parties. No agency, employment, or partnership is created or implied by the terms of this Agreement, and Franchisee is not and shall not hold itself out as agent, legal representative, partner, subsidiary, joint venturer or employee of The Company. Franchisee shall have no right or power to, and shall not, bind or obligate The Company in any way or manner, nor represent that Franchisee has any right to do so. Franchisee shall not issue any press releases without the prior written approval of The Company.

(ii) Franchisee is an independent contractor and is solely responsible for all aspects of the development and operation of the Franchised Business, subject only to the conditions and covenants established by this Agreement. Without limiting the generality of the foregoing, Franchisee acknowledges that The Company has no responsibility to ensure that the Franchised Business is developed and operated in compliance with all applicable laws, ordinances and regulations and that The Company shall have no liability in the event the development or operation of the Franchised Business violates any law, ordinance or regulation.

(iii) The sole relationship between Franchisee and The Company is a commercial, arms' length business relationship and, except as provided herein, there are no third party beneficiaries to this Agreement. Franchisee's business is, and shall be kept, totally separate and apart from any that may be operated by The Company. In all public records, in relationships with other persons, and on letterheads and business forms, Franchisee shall indicate its independent ownership of the Franchised Business and that Franchisee is solely a franchisee of The Company. Franchisee shall post a sign in a conspicuous location in the Franchised Business which will contain Franchisee's name and state that the Franchised Business is independently owned and operated by Franchisee under a franchise agreement with The Company.

SECTION 20 - INDEMNIFICATION

(i) Franchisee and all guarantors of Franchisee's obligations under this Agreement shall, at all times, indemnify, defend (with counsel reasonably acceptable to The Company), and hold harmless (to the fullest extent permitted by law) The Company and its affiliates, and their respective successors, assigns, past and present stockholders, directors, officers, employees, agents and representatives (collectively "Indemnitees") from and against all "losses and expenses" (as defined below) incurred in connection with any action, suit, proceeding, claim, demand, investigation, inquiry (formal or informal), judgment or appeal thereof by or against The Company and/or Indemnitees or any settlement thereof (whether or not a formal proceeding or action had been instituted), arising out of or resulting from or connected with Franchisee's activities under this Agreement, excluding the gross negligence or willful misconduct of The Company. Franchisee promptly shall give The Company written notice of any such action, suit, proceeding, claim, demand, inquiry or investigation filed or instituted against Franchisee and, upon request, shall furnish The Company with copies of any documents from such matters as The Company may request.

(ii) At Franchisee's expense and risk, The Company may elect to assume (but under no circumstances will The Company be obligated to undertake) the defense and/or settlement of any action, suit, proceeding, claim, demand, investigation, inquiry, judgment or appeal thereof subject to this indemnification. Such an undertaking shall, in no manner or form, diminish Franchisee's obligation to indemnify and hold harmless The Company and Indemnitees. The Company shall not be obligated to seek recoveries from third parties or otherwise mitigate losses.

(iii) As used in this Section, the phrase "losses and expenses" shall include, but not be limited to, all losses; compensatory, exemplary and punitive damages; fines; charges; costs;

expenses; lost profits; reasonable attorneys' fees; expert witness fees; court costs; settlement amounts; judgments; compensation for damages to The Company's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

SECTION 21 - CONSENTS, APPROVALS AND WAIVERS

(i) Whenever this Agreement requires the prior approval or consent of The Company, Franchisee shall make a timely written request to The Company therefor; and any approval or consent received, in order to be effective and binding upon The Company, must be obtained in writing and be signed by an authorized officer of The Company.

(ii) The Company makes no warranties or guarantees upon which Franchisee may rely by providing any waiver, approval, consent or suggestion to Franchisee in connection with this Agreement, and assumes no liability or obligation to Franchisee therefor, or by reason of any neglect, delay, or denial of any request therefor. The Company shall not, by virtue of any approvals, advice or services provided to Franchisee, assume responsibility or liability to Franchisee or to any third parties to which The Company would not otherwise be subject.

(iii) No failure of The Company to exercise any power reserved to it by this Agreement or to insist upon strict compliance by Franchisee with any obligation or condition hereunder, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of The Company's right to demand exact compliance with any of the terms of this Agreement. A waiver by The Company of any particular default by Franchisee shall not affect or impair The Company's rights with respect to any subsequent default of the same, similar or different nature, nor shall any delay, forbearance or omission of The Company to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions or covenants of this Agreement affect or impair The Company's right to exercise the same, nor shall such constitute a waiver by The Company of any right hereunder, or the right to declare any subsequent breach or default and to terminate this Agreement prior to the expiration of its term. Subsequent acceptance by The Company of any payments due to it hereunder shall not be deemed to be a waiver by The Company of any preceding breach by Franchisee of any terms, covenants or conditions of this Agreement.

SECTION 22 – NOTICES

No notice, demand, request or other communication to the parties shall be binding upon the parties unless the notice is in writing, refers specifically to this Agreement and is addressed to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in Appendix A; and (B) if to The Company, addressed to The Company at________________________. Any party may designate a new address for notices by giving written notice of the new address pursuant to this Section. Notices shall be effective upon receipt or first rejection and may be: (1) delivered personally; (2) transmitted by facsimile or electronic mail to the number(s) set forth above (or in Appendix A) with electronic confirmation of receipt; (3) mailed in the United

States mail, postage prepaid, certified mail, return receipt requested; or (4) mailed via overnight courier.

SECTION 23 - ENTIRE AGREEMENT

The Company and Franchisee acknowledge that each element of this Agreement is essential and material and that, except as otherwise provided in this Agreement, the parties shall deal with each other in good faith. This Agreement, the Manual, the documents referred to herein, and the attachments hereto, constitute the entire, full and complete agreement between the parties concerning Franchisee's rights, and supersede any and all prior or contemporaneous negotiations, discussions, understandings or agreements. There are no other representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties relating to the matters covered by this Agreement other than those set forth in this Agreement and in the attachments. No obligations or duties that contradict or are inconsistent with the express terms of this Agreement may be implied into this Agreement. Except as expressly set forth herein, no amendment, change or variance from this Agreement shall be binding on either party unless mutually agreed to by the parties and executed in writing. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim any representation made in The Company's Franchise Disclosure Document provided to Franchisee.

SECTION 24 - SEVERABILITY AND CONSTRUCTION

(i) Each article, paragraph, subparagraph, term and condition of this Agreement, and any portions thereof, will be considered severable. If, for any reason, any portion of this Agreement is determined to be invalid, contrary to, or in conflict with, any applicable present or future law, rule or regulation in a final, unappealable ruling issued by any court, agency or tribunal with valid jurisdiction in a proceeding to which The Company is a party, that ruling will not impair the operation of, or have any other effect upon, any other portions of this Agreement; all of which will remain binding on the parties and continue to be given full force and effect.

(ii) Except as otherwise provided herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee and The Company and such of their heirs, successors and assigns, any rights or remedies under or by reason of this Agreement.

(iii) Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that 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 of this Agreement any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which The Company is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

(iv) No provision of this Agreement shall be interpreted in favor of, or against, any party because of the party that drafted this Agreement.

(v) Whenever The Company has expressly reserved in this Agreement 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, The Company may make such decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests. This also applies if The Company is deemed to have a right and/or discretion. The Company's judgment of what is in the best interests of the System, at the time its decision is made or its right or discretion is exercised, can be made without regard to whether: (1) other reasonable alternative decisions or actions, or even arguably preferable alternative decisions or actions, could have been made by The Company; (2) The Company's decision or the action taken promotes its financial or other individual interest; (3) The Company's decision or the action taken applies differently to Franchisee and one or more other Franchisees or franchisees or The Company company-operated or affiliate-operated operations; or (4) The Company's decision or the action taken is adverse to Franchisee's interests. The Company will have no liability to Franchisee for any such decision or action. The Company and Franchisee intend that the exercise of The Company'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, The Company and Franchisee agree that such covenant will not imply any rights or obligations that are inconsistent with a fair construction of the terms of this Agreement and that this Agreement grants The Company the right to make decisions, take actions and/or refrain from taking actions not inconsistent with Franchisee's rights and obligations under this Agreement.

SECTION 25 - GOVERNING LAW, FORUM AND LIMITATIONS

A. California Law

This Agreement and any claim or controversy arising out of, or relating to, rights and obligations of the parties under this Agreement and any other claim or controversy between the parties shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of laws principles; provided, however, that the provisions of Section 16 shall be interpreted and construed under the laws of the jurisdiction in which the Franchised Business is located. Nothing in this Section is intended, or shall be deemed, to make any California law regulating the offer or sale of franchises or the franchise relationship applicable to this Agreement if such law would not otherwise be applicable.

B. Venue

The parties agree that, to the extent any disputes cannot be resolved directly between them, Franchisee shall file any suit against The Company only in the federal or state court having jurisdiction where The Company's principal offices are located at the time suit is filed that being Santa Clara County and Santa Clara Superior Court. The Company may file suit in the federal or state court located in the jurisdiction where its principal offices are located at the time suit is filed or in the jurisdiction where Franchisee resides or does business or where the Franchised Business is or was located or where the claim arose. Franchisee consents to the personal jurisdiction of those courts over Franchisee and to venue in those courts.

C. Statute of Limitations

Except for payments owed by one party to the other, and unless prohibited by applicable law, any legal action or proceeding (including the offer and sale of a franchise to Franchisee) brought or instituted with respect to any dispute arising from or related to this Agreement or with respect to any breach of the terms of this Agreement must be brought or instituted within a period of 2 years after the initial occurrence of any act or omission that is the basis of the legal action or proceeding, whenever discovered.

D. No Class Action

Franchisee and The Company waive, to the fullest extent permitted by law, the right to bring, or be a class member in, any class action suits and the right to trial by jury for any breach of duties between each other or as related to this Agreement or any addendum, appendix or modification hereto.

E. Attorney's Fees

If either party brings an action to enforce this Agreement in a judicial proceeding, the party prevailing in that proceeding shall be entitled to reimbursement of costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, the cost of investigation and proof of facts, court costs, other litigation expenses, and travel and living expenses, whether incurred prior to, in preparation for, or in contemplation of the filing of, the proceeding. If The Company utilizes legal counsel (including in-house counsel employed by The Company) in connection with any failure by Franchisee to comply with this Agreement, Franchisee shall reimburse The Company for any of the above-listed costs and expenses incurred by The Company. In any judicial proceeding, the amount of these costs and expenses will be determined by the court and not by a jury.

F. Remedies Not Exclusive

No right or remedy conferred upon or reserved to The Company or Franchisee by this Agreement is intended to be, nor shall be deemed, exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy. The provisions of this Section 27 shall survive the expiration or earlier termination of this Agreement.

SECTION 26 - MISCELLANEOUS

A. Gender and Number

All references to gender and number shall be construed to include such other gender and number as the context may require.

B. Captions

All captions 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 of this Agreement.

C. Counterparts

This Agreement may be executed in counterparts, and each copy so executed and delivered shall be deemed an original.

D. Time

Time is of the essence of this Agreement for each provision in which time is a factor. Whenever this Agreement refers to a period of days or months, the first day or month to be counted shall be the day or month of the designated action, event or notice. Except where otherwise noted, days shall be measured by calendar days, provided that if the last day of a period is a Saturday, Sunday or national holiday, the period automatically shall be extended to the next day that is not a Saturday, Sunday or national holiday.

E. Injunctive Relief

Franchisee recognizes that its failure to comply with the terms of this Agreement, including, but not limited to, the failure to fully comply with all post-termination obligations, is likely to cause irreparable harm to The Company, its affiliates and the System. Therefore, Franchisee agrees that, in the event of a breach or threatened breach of any of the terms of this Agreement by Franchisee, The Company shall be entitled to injunctive relief (both preliminary and permanent) restraining that breach and/or to specific performance without showing or proving actual damages and without posting any bond or security. Any equitable remedies sought by The Company shall be in addition to, and not in lieu of, all remedies and rights that The Company otherwise may have arising under applicable law or by virtue of any breach of this Agreement.

F. Conflict

If there is an inconsistency between the terms of this Agreement and the Manual, or any other documents referred to in it **OR** annexed to it and initialed by the parties, the terms of this Agreement shall prevail. If there is an inconsistency between any of the provisions in the main body of this Agreement and the Appendixes, the provisions in the main body of this Agreement shall prevail.

G. Control During Crisis Situation

If an event occurs at the Franchised Business that has or reasonably may cause harm or injury to customers, guests or employees or may damage the Trade Name, the System or the reputation of The Company (collectively "Crisis Situation"), Franchisee shall: **(1)** immediately contact appropriate emergency care providers to assist it in curing the harm or injury; and **(2)** immediately inform The Company by telephone of the Crisis Situation. Franchisee shall refrain from making any internal or external announcements (*i.e.*, no communication with the news media) regarding the Crisis Situation (unless otherwise directed by The Company or public health officials).

To the extent The Company deems appropriate, in its sole and absolute discretion, The Company or its designee may control the manner in which the Crisis Situation is handled by the parties, including, without limitation, conducting all communication with the news media, providing care for injured persons and/or temporarily closing the Franchised Business. The parties acknowledge that, in directing the management of any Crisis Situation, The Company or its designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as it deems appropriate. Franchisee and its employees shall cooperate fully with The Company or its designee in its efforts and activities in this regard and shall be bound by all further Crisis Situation procedures developed by The Company from to time hereafter. The indemnification under Section 22 shall include all losses and expenses that may result from the exercise by The Company or its designee of the management rights granted in this Section 28.F.

SECTION 27 – REPRESENTATIONS

Franchisee represents, acknowledges and warrants to The Company (and Franchisee agrees that these representations, acknowledgments and warranties shall survive termination of this Agreement) that:

A. This Agreement involves significant legal and business rights and risks. The Company does not guarantee Franchisee's success. Franchisee has read this Agreement in its entirety, conducted an independent investigation of the business contemplated by this Agreement, has been thoroughly advised with regard to the terms and conditions of this Agreement by legal counsel or other advisors of Franchisee's choosing, recognizes that the nature of the business conducted may change over time, has had ample opportunity to investigate all representations made by or on behalf of The Company, and has had ample opportunity to consult with current and former franchisees of The Company. The prospect for success of the business undertaken by Franchisee is speculative and depends to a material extent upon Franchisee's personal commitment, capability and direct involvement in the day-to-day management of the business;

B. The Company makes no express or implied warranties or representations that Franchisee will achieve any degree of success in the development or operation of the Franchised Business and that success in the development and operation of the Franchised Business depends ultimately on Franchisee's efforts and abilities and on other factors, including, but not limited to, market and other economic conditions, Franchisee's financial condition and competition;

C. The Company has entered, and will continue to enter, into agreements with other franchisees. The manner in which The Company enforces its rights and the franchisees' obligations under any of those other agreements shall not affect the ability of The Company to enforce its rights or Franchisee's obligations under this Agreement;

D. The Initial Franchise Fee is not refundable for any reason;

E. The Company may change or modify the System, from time to time, including the Manual, and Franchisee will be required to make such expenditures as such changes or modifications in the System may require.

F. Nothing in this Agreement prohibits The Company or its affiliates from: (1) operating or licensing others to operate at any location other than the Franchised Location; (2) operating or licensing others to operate a home care business at any location; (3) utilizing the System or any part of the System in any manner other than operation by The Company at the Franchised Location; and (4) merchandising and distributing goods and services identified by the Trade name at any location through any other method or channel of distribution;

G. All information Franchisee provided to The Company in connection with Franchisee's franchise application and The Company's grant of this Franchise is truthful, complete and accurate;

H. The persons signing this Agreement on behalf of Franchisee have full authority to enter into this Agreement and the other agreements contemplated by the parties. Execution of this Agreement or such other agreements by Franchisee does not and will not conflict with or interfere with, directly or indirectly, intentionally or otherwise, with the terms of any other agreement with any other third party to which Franchisee or any person with an ownership interest in Franchisee is a party;

I. Franchisee has not received from The Company or its affiliates or anyone acting on their behalf, any representation of Franchisee's potential sales, expenses, income, profit or loss;

J. Franchisee has not received from The Company or its affiliates or anyone acting on their behalf, any representations other than those contained in The Company's Franchise Disclosure Document provided to Franchisee as inducements to enter this Agreement;

K. Even though this Agreement contains provisions requiring Franchisee to operate the Franchised Business in compliance with the System: (1) The Company do not have actual or apparent authority to control the day-to-day conduct and operation of Franchisee's business or employment decisions; and (2) Franchisee and The Company do not intend for The Company to incur any liability in connection with or arising from any aspect of the System or Franchisee's use of the System, whether or not in accordance with the requirements of the Manual;

L. In the event of a dispute between The Company and Franchisee, the parties have waived their right to a jury trial.

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Agreement as of the day and year first above written.

For Franchisor

Date:____________________

Name:____________________

Signature____________________

For Franchisee

Date:____________________

Name:____________________

Signature____________________

For Franchisee

Date:____________________

Name:____________________

Signature____________________

GUARANTEE AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the Care on Call Franchise Agreement dated as of ____________________ ("Agreement") by Call on Care Inc. dba Care on Call ("COC"),entered into with ____ ("Franchisee"), the undersigned ("Guarantors"), each of whom is an officer, director, member of Franchisee's Continuity Group or a 10% Owner, or the spouse thereof, hereby personally and unconditionally agree as follows:

1. Guarantee To Be Bound By Certain Obligations. Guarantors hereby personally and unconditionally guarantee to COC and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that each will be personally bound by the restrictions contained in Section 16 of the Agreement.

2. Guarantee and Assumption of Franchisee's Obligations. Guarantors hereby: (A) guarantee to COC and its successors and assigns, for the term of the Agreement and thereafter as provided in the Agreement or at law or in equity, that Franchisee and any assignee of Franchisee's interest under the Agreement shall: (1) punctually pay and perform each and every undertaking, agreement and covenant set forth in the Agreement and (2) punctually pay all other monies owed to COC; (B) agree to be personally bound by each and every provision in the Agreement, including, without limitation, the provisions of Sections 16 and 22; and (C) agree to be personally liable for the breach of each and every provision in the Agreement.

3. General Terms and Conditions. The following general terms and conditions shall apply to this Guarantee:

A. Each of the undersigned waives: (1) acceptance and notice of acceptance by COC of the foregoing undertakings; (2) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; (3) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (4) any right he may have to require that an action be brought against Franchisee or any other person as a condition of liability; (5) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guarantee by the undersigned; (6) any law or statute which requires that COC make demand upon, assert claims against or collect from Franchisee or any others, foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any others prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guarantee; (7) any and all other notices and legal or equitable defenses to which he may be entitled; and (8) any and all right to have any legal action under this Guarantee decided by a jury.

B. Each of the undersigned consents and agrees that: (1) his direct and immediate liability under this Guarantee shall be joint and several; (2) he shall render any payment or performance required under the Agreement upon demand if Franchisee fails or refuses punctually to do so; (3) such liability shall not be contingent or conditioned upon pursuit by COC of any remedies against Franchisee or any other person; (4) such liability shall not be diminished, relieved or otherwise affected by any amendment of the Agreement, any extension of time, credit or other indulgence which COC may from time to time grant to Franchisee or to any other person including, without limitation, the acceptance of any partial payment or performance or the compromise or release of any claims, none of which shall in any way modify or amend this Guarantee, which shall be continuing and irrevocable during the term of the Agreement and for so long thereafter as there are monies or obligations owing from Franchisee to COC or its affiliates under the Agreement; and (5) monies received from any source by COC for application toward payment of the obligations under the Agreement and under this Guarantee may be applied in any manner or order deemed appropriate by COC. In addition, if any of the undersigned ceases to be a member of the Continuity Group, a 10% Owner, an officer or director of Franchisee or own any interest in Franchisee or the Franchised Restaurant, that person (and his spouse, if the spouse is also a guarantor) agrees that the obligations under this Guarantee shall continue to remain in force and effect unless COC in its sole discretion, in writing, releases those person(s) from this Guarantee. Notwithstanding the provisions of the previous sentence, unless prohibited by applicable law, the obligations contained in Section 16 of the Agreement shall remain in force and effect for a period of 2 years after any such release by COC. A release by COC of any of the undersigned shall not affect the obligations of any other Guarantor.

C. If COC brings an action to enforce this Guarantee in a judicial proceeding or arbitration, the prevailing party in such proceeding shall be entitled to reimbursement of its costs and expenses, including, but not limited to, reasonable accountants', attorneys', attorneys' assistants' and expert witness fees, cost of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. In any judicial proceeding, these costs and expenses shall be determined by the court and not by a jury.

D. If COC utilizes legal counsel in connection with any failure by the undersigned to comply with this Guarantee, the undersigned shall reimburse COC for any of the above-listed costs and expenses incurred by it.

E. If any of the following events occur, a default ("Default") under this Guarantee shall exist: (1) failure of timely payment or performance of the obligations under this Guarantee; (2) breach of any agreement or representation contained or referred to in this Guarantee; (3) the dissolution of, termination of existence of, loss of good standing status by, appointment of a receiver for, assignment for the benefit of creditors of, or the commencement of any insolvency or bankruptcy proceeding by or against, any of the undersigned; and/or (4) the entry of any monetary judgment or the assessment against, the filing of any tax lien against, or the issuance of any writ of garnishment or attachment against any property of or debts due any of the undersigned. If a Default occurs, the obligations of the undersigned shall be due immediately and payable without notice. Upon the death of one of the undersigned, the estate shall be bound by this Guarantee for all obligations existing at the time of death. The obligations of the surviving Guarantors shall continue in full force and effect.

F. This Guarantee shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns. COC's interests in and rights under this Guarantee are freely assignable, in whole or in part, by COC. Any assignment shall not release the undersigned from this Guarantee.

G. Section 24-26 of the Agreement are incorporated by reference into this Guarantee and all capitalized terms that are not defined in this Guarantee shall have the meaning given them in the Agreement.

IN WITNESS WHEREOF, each of the undersigned has hereunto affixed his signature, under seal.

Date:_________

GUARANTORS:

Print Name: ____________________

Address: ______________________

Signature: _____________________

Date: _________

GUARANTORS:

Print Name: ____________________

Address: ______________________

Signature: _____________________

Date: _________

GUARANTORS:

Print Name: : ____________________

Address: ______________________

Signature: _____________________

Date: _________

GUARANTORS:

Print Name: : ____________________

Address: ______________________

Signature:_____________________

APPENDIX A
TERRITORY

Franchisee's territory shall be:

The fee for relocation shall be: $1,500

APPENDIX B
INITIAL FEE

Franchisee's initial non-refundable fee shall be:

APPENDIX C
MONTHLY ROYALTY FEE

Gross Sales means all sales and receipts of every kind and nature from the Franchise Business, including gifts, cash, credit charges, charge backs, service charges (other than tips, service charges, or gratuities to any Franchise Business employees to the extent actually received), and uncollectible amounts, whether or not collected, and guaranteed no-show revenue that is collected by the Franchise Business.

The Monthly royalty fee is as follows: 2% of all gross sales by the Franchise Business.

APPENDIX D
OWNERSHIP INTERESTS

CORPORATE FRANCHISEE

If Franchisee is a corporation, the number of authorized shares of Franchisee that have been issued is ____________ and the name, address, number of shares owned (legally or beneficially) and office held by each shareholder is as follows:

Name	**Address**	**No. Shares**	**Office Held**

LIMITED LIABILITY COMPANY FRANCHISEE

If Franchisee is a limited liability company, the name, address and percentage interest of each member is as follows:

Name	**Address**	**Percentage of Interest**

OTHER BUSINESS ENTITY FRANCHISEE

If Franchisee is some other business entity, the type of business entity and the name, address and ownership interest (including for a limited partnership, whether a general or limited partner) of each owner is as follows:

Type of Business
Entity:____

Name	**Address**	**Ownership Interest**

CONTINUITY GROUP AND OPERATING PRINCIPAL

Franchisee's Continuity Group shall be comprised of the following persons:

1. ____________________________

2. ____________________________

3. ______________________________

4. ______________________________

5. ______________________________

6. ______________________________

7. ______________________________

Franchisee's Operating Principal is: ____________________

FRANCHISEE:
By: ________________
Title: ________________ Date: ___________

APPENDIX E
CONFIDENTIALITY, NON-DISCLOSURE AND NON-COMPETITION AGREEMENT

The undersigned (hereinafter called "Promisor") is interested in obtaining information under the terms and pursuant to the Franchise Agreement with Call on Care, Inc. ("COC") with reference to the Business of COC and running a Franchise/being a Franchisee of COC ("Franchise"). Promisor has asked that COC and/or the Franchise share certain of their confidential information with Promisor as stated herein. COC and/or the Franchise are not willing to share any confidential information unless Promisor is willing to sign this Confidentiality and Non-Disclosure Agreement.

1. Nondisclosure of Confidential Information. By signing this Agreement, Promisor (if more than one, then jointly and severally) specifically agrees that Promisor will not at any time, whether during or subsequent to the termination of negotiations, conversations or considerations to purchase, license, manufacture, sell, distribute, develop or learn about the Franchise, in any fashion, form, or manner, unless specifically consented to in writing by COC, either directly or indirectly use or divulge, disclose, or communicate to any person, firm, entity, or corporation, in any manner whatsoever, any confidential information of any kind, nature, or description concerning any matters affecting or relating to the Project which may be directly or indirectly disclosed to Promisor.

2. Confidential Information. For this purpose, "Confidential Information" includes but is not limited to the process, invention, method, data, parts, services, prototypes, models, drawings, samples, trade secrets, customer lists, marketing methods, advertisement strategies, business methods and systems and intellectual property related to the Franchise. It shall also include any other confidential information of, about, or concerning the Franchise, its manner of operation, or other confidential data of any kind, nature, or description, the parties to this Agreement stipulating that, as between COC and Promisor, and whether or not the same constitute trade secrets under California Civil Code section 3426.1, the same are important, material, and confidential trade secrets and affect the successful development of the Project. All equipment, notebooks, documents, memorandums, computer software or files, reports, files, samples, books, lists, addresses, contacts, correspondence other written and graphic records, and the like, affecting or relating to the Project, which Promisor shall have access to, be provided, use, construct, observe, process, control, or prepare (hereinafter collectively called "Project's Tangible Property") shall be and remain the Franchise and COC's sole property. If any Confidential Information or the Project's Tangible Property or any other matter described in this paragraph is sought by legal process, Promisor will promptly notify COC and will cooperate with COC in preserving its confidentiality in connection with any legal proceeding.

3. Purpose. The purpose of this Agreement is the maintenance of confidential information and the non-disclosure of information related to the Franchise as the parties explore the and engage in a franchise relationship.

4. Standard of Care. The standard of care which the Promisor shall be required to employ in protecting and handling Confidential Information received pursuant to this Agreement is the same degree of care which Promisor employs to protect and safeguard its own Confidential Information of the kind, but not less than a reasonable degree of care.

5. Restrictions on Use. Confidential Information shall be used solely for internal evaluation and use pertaining to the purpose of this Agreement and shall not otherwise be used for the benefit of the recipient or others.

6. No License. The disclosure of Confidential Information shall not be construed as granting either a license under the Franchise, any patent, patent application or any right of ownership in said Confidential Information.

7. Export Regulations. The receiving party will not transfer any confidential information received hereunder or any product made using such confidential information to any country prohibited from obtaining such data or product by the United States Department of Commerce Export Administration Regulations without first obtaining a validated export license.

8. Returning Documents and Other Tangible Items. Upon request of COC at any time, Promisor shall deliver to COC all original copies and all reproductions or other tangible expressions of the Franchise's Confidential Information and all of the Franchise's Tangible Property.

9. Equitable Remedies. Promisor acknowledges that irreparable injury will result to COC and the Project from Promisor's violation of any of the terms of this Agreement. Promisor expressly agrees that COC or the Franchise shall be entitled, in addition to damages and any other remedies provided by law, to an injunction or other equitable remedy respecting such violation or continued violation.

10. Non-Competition. During the term of Promisor's relationship with COC, and for a period of two (2) years after the expiration or termination of the relationship, regardless of the cause of expiration or termination, Promisor shall not directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company, or other business entity, divert or attempt to divert any business or customer of COC to any competitive business. Promisor also agrees not to engage in any other act injurious or prejudicial to the goodwill of COC. During the term of Promisor's relationship with COC, and for a period of two (2) years after the expiration or termination of the relationship, regardless of the cause of expiration or termination, Promisor shall not directly or indirectly, for themselves or through, on behalf of or in conjunction with, any person, persons, partnership, corporation, limited liability company, or other business entity, carry on. Be engaged in or take part in, render services to, or own or share in the earnings of any Competitive Business anywhere within a twenty-five mile (25) radius of either: COC's headquarters, Franchisee's territory and location, whichever is greater. During the term of Promisor's relationship with COC, and for a period of two (2) years after the expiration or termination of the relationship, regardless of the cause of expiration or termination, Promisor shall not directly or indirectly, solicit or otherwise attempt to induce or influence any employee or other business associate of COC to compete against or terminate or modify his her or its employment or business relationship with COC.

11. Miscellaneous. This Agreement shall be construed in accordance with the laws of the State of California. In the event that any portion of this Agreement shall be held to be invalid in any legal or equitable proceeding, this Agreement shall be interpreted as though any such invalid portions or covenants were not contained in this Agreement. Pronouns used in this Agreement shall be construed in accordance with the appropriate gender or neuter, and as either single or plural, as the context requires. All headings are for the purpose of convenience only, are not a part of this Agreement, and are not to be used in construing this Agreement. This Agreement shall not be construed either favorably or adversely against any party to this Agreement merely because of that party's involvement in its preparation. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment. This Agreement may be

supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their respective heirs, executors, assigns, and administrators.

Dated: _______________, 2019

"Promisor"

By:____________________

____
Print Name

____
Title

APPENDIX F
GENERAL RELEASE

THIS GENERAL RELEASE is made and given on this_______ day of ___________ 20________ by__________________________ ("Releasor") an individual/corporation/limited liability company/partnership, with a principal address of____

In consideration of:

__________the execution of Call on Care, Inc.'s ("Releasee") of a successor Franchise Agreement or other renewal documents renewing the Franchise ("the Franchise") granted to Releasor by Releasee pursuant to that certain Franchise Agreement ("Agreement") between Releasor and Releasee, or

__________Releasee's consent to Releasor's assignment of its right and duties under the Franchise Agreement, or

__________Releasee's Consent to Releasor's assumption of rights and duties under the Franchise Agreement, or

Any action brought by either party regarding this Release shall only be brought in the appropriate state or federal court located in Santa Clara County, California. The parties waive all questions of personal jurisdiction or venue for the purpose of carrying out this provision.

The General Release shall not be amended or modified unless such amendment or modification is in writing and is signed by Releasor and Releasee

IN WITNESS WHEREOF, the parties have duly executed, sealed and delivered this Agreement as of the day and year first above written.

For Franchisor

Date:____________________

Name:___________________

Signature_________________

For Franchisee

Date:____________________

Name:___________________

Signature_________________

For Franchisee

Date:____________________

Name:___________________

Signature_________________

EXHIBIT D TO THE DISCLOSURE DOCUMENT

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