FRANCHISE DISCLOSURE DOCUMENT

Moves for Seniors Franchising Systems LLC
A Pennsylvania limited liability company
274 Lancaster Ave., Suite 200
Malvern, PA 19355
800-227-0515
www.movesforseniors.com
info@movesforseniors.com

As a franchisee, you will operate a Moves for Seniors business, which offers a full line of comprehensive transition services for seniors, including home cleanout, moving and resettling.

The total estimated investment necessary to begin the operation of a Moves for Seniors business ranges from $89,145 to $121,520, which includes approximately $59,895 that must be paid to the franchisor.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 the Franchisor, Moves for Seniors Franchising Systems LLC, 274 Lancaster Ave., Suite 200, Malvern, PA 19355, Attn: Franchise Department, 800-227-0515.

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, 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, D.C., 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising

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

ISSUANCE DATE: February 5, 2026

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit F.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit D includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Moves for Seniors business in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchise have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be a Moves for Seniors franchisee?	Item 20 or Exhibit F lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

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Exhibits to Franchise Disclosure Document

Exhibit A - List of State Administrators/Agents for Service of Process
Exhibit B - Form of Franchise Agreement
Exhibit C - State Addenda
Exhibit D - Financial Statements
Exhibit E - Table of Contents – Operations Manual
Exhibit F - List of Franchisees
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this disclosure document, "we", "us" or "our" means Moves for Seniors Franchising Systems LLC (the "Franchisor"). "You" means the person (or persons), corporation, partnership, limited liability company or other legal entity that is granted the franchise. If you are a legal entity, each of the following individuals must sign our Guaranty: (i) each of your shareholders if you are a corporation; (ii) each of your partners if you are a partnership; or (iii) each of your members and managers if you are a limited liability company. All of the provisions of our Franchise Agreement (a copy of which is attached as Exhibit B to this disclosure document) will apply to you and to each individual who signs the Guaranty. Each individual who signs the Guaranty must also agree to be bound by the confidentiality and non-competition covenants of the Franchise Agreement.

The Franchisor

We are a Pennsylvania limited liability company formed on January 12, 2026 and do business only under the trademark "Moves for Seniors". Our principal business address is 274 Lancaster Avenue, Suite 200, Malvern, PA 19355. We do not conduct business in any other line of business nor do we operate a franchise of the type being offered under this disclosure document. We have never offered franchises in any other line of business. A list of our agents for service of process is attached as Exhibit A to this disclosure document.

The Franchise Offered

We grant franchises for the right to operate a Moves for Seniors business (the "Franchised Business") which offers a range of services focused on senior downsizing and moving including, but not limited to, local moving, long-distance moving, specialty and special care shipping, consolidated shipping, containerized shipping, professional organizing, auto shipping, labor, storage, junk removal and estate sales services.

Our franchisees operate under our unique system relating to the establishment, development and operation of the Moves for Seniors Franchised Business (the "System") and proprietary marks ("Proprietary Marks"). The Proprietary Marks include various trade names, trademarks, service marks, logos, and other indicia of origin including the service mark "Moves for Seniors" which we have designated or may in the future designate for use in connection with the System. The System includes Proprietary Marks, recognized designs, decor and color schemes, distinctive specifications, equipment, display designs; know-how, trade secrets; uniform specifications of products and services; sales techniques, and merchandising, marketing, advertising, and inventory management systems; quality control procedures; and procedures for operation and management of Franchised Businesses. We may periodically make changes to the System, including products, services, standards, signage, equipment, and fixtures requirements.

Parents, Predecessors and Affiliates

Our affiliate, Transit Systems, Inc., was formed on February 19, 1991, and its principal business

address is 274 Lancaster Avenue, Suite 200, Malvern, PA 19355. Transit Systems, Inc. is the owner of our trademarks. Since 2022, Transit Systems, Inc., has operated a portion of its business which is substantially similar to the franchises offered. Transit Systems, Inc. does not offer franchises in any line of business.

Market and Competition

The senior moving industry is well-established in that there are many existing businesses and programs set up to serve the aging population. However, the senior moving industry continues to develop as the percentage of seniors in the population grows, with new needs and demands. Your primary target customer base is seniors aged 65 and above who are considering a transition from their current home to a new home, which also includes adult family members seeking help on behalf of such seniors. A large secondary category of customers is people aged 55 and above who are also downsizing and potentially moving into specialized communities. Such secondary group represents the possibility of multiple moves as they continue to age.

You can expect to compete in your market with professional organizers, downsizers, move managers, movers, junk removal companies and auction and estate sale companies, who, individually, provide a subset of the services offered by your Franchised Business.

Industry-Specific Laws and Regulations

Your Franchised Business will be subject to various federal, state and local laws and regulations affecting the logistics business. Your Franchised Business must comply with all state and local laws and regulations. You must obtain permits, licenses and operational licenses if required.

You should investigate whether there are any state or local regulations or requirements that may apply in the geographic area in which you intend to conduct business. You should consider both their effect on your business and the cost of compliance. You are responsible for obtaining all licenses and permits which may be required for your business. We strongly recommend that before signing the Franchise Agreement, you engage a franchise attorney and other professional advisors to advise you in determining the laws, ordinances and regulations affecting your establishment or operation of a franchise, to assist you in evaluating the financial ramifications of this business decision, and the risks of this business investment.

ITEM 2
BUSINESS EXPERIENCE

Christopher L. Smith: President and Chief Executive Officer

Mr. Smith has been our President and CEO since our formation on January 12, 2026, and is located in Malvern, Pennsylvania. Mr. Smith is also the President and CEO of our affiliate, Transit Systems, Inc., and has been since July 1, 2001.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

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

ITEM 5
INITIAL FEES

Initial Franchise Fee

The initial franchise fee for a Franchised Business is $49,500. The initial franchise fee is deemed fully earned upon payment and, in consideration of administrative and other expenses we incur in granting this franchise and for our lost or deferred opportunity to franchise others, is non-refundable.

Initial Training Fee

The initial training fee for up to three (3) people is $10,000. The initial training fee is deemed fully earned upon payment and, in consideration of administrative and other expenses we incur in conducting training, is non-refundable.

ITEM 6
OTHER FEES

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Royalty	8% of Gross Sales for the first three (3) months operating your Franchised Business. The greater of 8% of Gross Sales or $1,000 per month, beginning on the fourth (4th) month operating your Franchised Business. See Note 1.	Payable monthly on the first business day of the month for royalties due for the month immediately preceding.	Royalties are paid to us via ACH.
Operational Support Fee	5% - 35% of total costs for services.	Upon occurrence (when service is booked).	Covers vendor coordination including, but not limited to, recruiting, communication, scheduling and claims management. See Note 2.
Brand Development Fund Contribution	The greater of 1% of Gross Sales or $500 per month.	Payable monthly on the first business day of the month.	Brand Fund Contributions are paid to us via ACH.
Local Advertising Fees	The greater of 3% of Gross Sales or $750 per month.	Payable monthly on the first business day of the month.	Local advertising fees are paid directly to approved third party.
Transfer Fee	$15,000 at the time of transfer if the transfer involved 50% or more change of ownership. If the transfer involves less than a 50% change of ownership, the Transfer Fee will be calculated based upon the percentage of ownership change. If the entire Franchised Business is transferred to an unrelated third party, the transferee or you must also pay the then-current training fee.	Prior to transfer.	Transfer fee is paid to us. The transfer fee does not apply to transfers where the transferee is an entity controlled and owned by Franchisee.
Renewal Fee	$7,500.	Prior to renewal.	Automatically deducted by Franchisor when the then-current Franchise Agreement is signed.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Audit	All of our costs and expenses.	As incurred.	See Note 3.
Collection Costs, Attorneys' Fees and Interest	See Note 4.	As incurred.	See Note 4.
Initial Training Fees	$10,000 for up to three (3) attendees. $2,000 per person over three (3) attendees.	One time, at time of franchise purchase.	See Item 11.
Supplemental Training Fees	$500 per day plus expenses.	As required.	See Item 11.
Indemnification	Amount of loss or damages plus costs.	As incurred.	See Note 5.
Bank Charges and Administrative Costs	Our then-current fees.	Upon invoice.	We may charge fees to cover bank charges and administration costs if an electronic funds transfer attempt is unsuccessful or you close your operating account, or any check or other payment is returned not paid.
Late Report Fee	Up to $150 per report per week for each report required that has not been submitted.	Upon occurrence.	
Testing, New Service or New Supplier Approval	Cost of review and testing with a minimum fee of $500 plus costs which is refunded if approved for use by the Franchisor for entire System.	Upon request by us.	You may request approval of a new service to be offered or a supplier under our published procedures. We may charge a fee for the testing. We may also charge you a fee for services in making a determination on the proposed product or supplier.
Management Fee	20% of Gross Sales plus our expenses in the event we must operate the Franchised Business due to death, disability, etc., in addition to other fees payable under the franchise agreement (royalty, Brand Fund, etc.).	Monthly with Royalty Payment.	Management Fee is paid to us.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Technology Fee	$395.	Monthly.	We collect the Technology Fee on your behalf and remit the same to our vendors and suppliers. This fee covers the cost associated with the Platform, client management software and other technologies that are utilized in the operation of your Franchised Business. We reserve the right to increase this fee by up to twenty percent (20%) each year in the event we offer updated or additional software or technology for use in the Franchised Business. In no event will the Technology Fee exceed $1,500 per month.
Annual Conference Fee (if held)	$500.	At registration.	
Annual Conference Absentee Fee (if applicable)	$1,500.	Upon occurrence.	

Notes:

1. All fees are imposed by and are payable to us. Except as stated herein, the fees and costs disclosed in this Item 6 are uniformly imposed and nonrefundable.

You must deposit all sales proceeds from the operation of your Franchised Business into one bank account within three days of receipt, including cash, checks, and credit card receipts. Before opening your Franchised Business, you must provide us with your bank name, address and account number, a voided check from the bank account, and sign and give to us and your bank all documents, including Exhibit H to the Franchise Agreement, necessary to effectuate any electronic funds transfer and our ability to withdraw funds from such bank account via electronic funds transfer. You will immediately notify us of any change in your banking relationship, including changes in account numbers. We reserve the right to require you to pay any fees due under the Franchise Agreement by such other means as we may specify from time to time.

"Gross Sales" means all revenue you derive from operating your Franchised Business, whether from cash, check, credit, or barter transactions, but excluding federal, state, or municipal sales, use, or services taxes collected from customers and paid to the appropriate taxing authority, and excluding customer refunds, adjustments, credits and allowances actually made by the franchise in compliance with our Operations Manual.

2. Our affiliate is the only approved supplier for fulfilling services booked by you and your team.

The price you pay our affiliate includes the actual vendor (supplier) cost plus the Operational Support Fee. Our affiliate aims to keep the service cost and Operational Support Fee market competitive and commercially reasonable. The Operational Support Fee covers vendor recruitment, pricing negotiations, scheduling of services, securing insurance (as applicable), communicating updates with respect to pickup and delivery timing, managing availability updates, and more. The Operational Support Fee varies based on the services requested by the customer, project complexity, and the local market conditions.

3. You must maintain accurate business records, reports, accounts, books and data relating to the operation of your Franchised Business. We have the right to inspect and/or audit your business records during normal business hours. If any audit reveals that you have understated any monies due to us by 2% or more, or if you have failed to submit reports and/or remittances for any 2 reporting periods or you do not make them available when requested, you must pay the reasonable cost of the audit, including the cost of auditors and attorneys, together with amounts due for royalty and other fees as a result of the understated amounts due, including interest from the date when the monies should have been reported. In addition, you are required to report monthly activity in a format created by us, as well as reporting financial results on a quarterly basis in a format created by us and included in the initial training.

4. You will be required to pay us interest on any overdue amounts from the due date until paid at the lesser of 18% interest per year or the highest lawful interest rate. If we engage an attorney to collect any unpaid amounts (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys' fees, court costs and collection expenses incurred by us. If you are in breach or default of any non-monetary material obligation and we engage an attorney to enforce our rights (whether or not formal judicial proceedings are initiated), you must pay all reasonable attorneys' fees, court costs and litigation expenses.

5. You must defend, indemnify and hold us and our related parties harmless from all fines, suits, proceedings, claims, demands, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising from your ownership, operation or occupation of your Franchised Business, performance or breach of your obligations, breach of any representation or acts or omissions of you or your employees.

ITEM 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount		Method of Payment	When Due	Payment Payable To:
	Low	High			
Initial Franchise Fee	$49,500	$49,500	Lump Sum	At Signing of the Franchise Agreement	Us

Initial Training Fee	$10,000	$10,000	Lump Sum	At Signing of the Franchise Agreement	Us
Real Estate & Related Expenses	$150	$200	As Incurred	As Incurred	Third-Party Providers
Technology Fee[1]	$395	$395	Lump Sum	Before Opening	Us
Computer Systems, Equipment and Hardware[2]	$2,500	$3,750	As Incurred	Before Opening	Third-Party Providers
Rent and Utility Deposits[3]	$0	$0	As Incurred	Before Opening	Landlord / Utility Providers
Insurance Deposits and Premiums[4]	$650	$2,500	As Arranged	Before Opening	Approved Supplier/Insurance Company
Pre-Opening Travel Expense[5]	$2,500	$5,200	As Incurred	Before Opening	Third-Party Providers (Airline/Hotel/Restaurant)
Professional Fees & Business Licenses[6]	$1,725	$2,725	As Arranged	Before Opening	Third-Party Providers
Office and Small Equipment[7]	$1,725	$2,250	As Incurred	As Incurred	Third-Party Providers
Vehicle – Deposit & 3 Lease Payments[8]	$0	$5,000	Installments	As Incurred	Third-Party Providers
Additional Funds – 3-6 Months[9]	$20,000	$40,000	As Incurred	After Opening	Employees, Suppliers, etc.
TOTAL ESTIMATED INITIAL INVESTMENT[10]	**$89,145**	**$121,520**			

Notes: Unless otherwise stated in this Item, all payments to us are non-refundable. For any amounts paid to third parties, the availability and conditions under which you may get refunds will depend on terms offered by those third-party suppliers. We do not offer direct or indirect financing.

1) The Technology Fee will be paid monthly. The Technology Fee is used for the cost associated with the Platform, client management software and other technologies that are utilized in the operation of your Franchised Business. The Technology Fee is subject to increase in our sole discretion, and we reserve the right to increase the Technology Fee by up to twenty percent (20%) each year, not to exceed $1,500 per month.

2) You will need a general-purpose computer system consisting of an IBM compatible PC with Windows latest generation or Apple Computer with IOS, an Apple iPad, Intuit QuickBooks Online Plus Business Package, scanner, printer and a high-speed internet connection. The low end of this estimate assumes you have an existing computer that will support the Platform.

3) This estimate indicates a home office at no additional cost to you. If you choose to

have an office outside of the home, a typical new office would require 300-500 square feet of space. Rent is estimated to be $9,000 annually depending on size, condition and location of leased premises.

4) This estimate is for the cost of deposit/fees necessary to obtain the minimum required insurance. You are required to use an Approved Supplier for insurance. The cost of coverage will vary based upon the area in which your Franchised Business will be located, your experience with the insurance carrier, the loss experience of the carrier and other factors beyond our control.

5) This estimate is for the cost of 3 people to attend the initial training program. You will be responsible for all costs associated with attending the initial training program for you and your staff. Your costs will depend on the number of people attending training, their point of origin, method of travel, class of accommodation and living expenses (food, transportation, etc.).

6) These fees are representative of the costs for engagement of professionals such as attorneys and accountants for the initial review and advisories consistent with the start-up of a Franchised Business. We strongly recommend that you seek the assistance of professional advisors when evaluating this franchise opportunity, this disclosure document and the Franchise Agreement. It is also advisable to consult these professionals to review any lease or other contracts that you will enter into as part of starting your Franchised Business.

7) This figure is primarily for printing a start-up order of stationery and business cards bearing the Marks and a supply of office materials, as well as initial field supplies based on our suggested supply list in the Operations Manual.

8) Due to the nature of this business, you must have a vehicle. We do not have any standards or specifications for your vehicle other than it must be well maintained (clean and damage free). For purposes of this estimate, that you will lease one vehicle. The low estimate assumes you already own or lease a vehicle, in which case you will not incur any additional expense.

9) This is an estimate of the amount of additional operating capital that you may need to operate your Franchised Business during the first three (3) to six (6) months after commencing operations. We cannot guarantee that you will not incur additional expenses in starting the business that may exceed this estimate. This estimate also includes such items as initial payroll and payroll taxes, Royalties, Brand Fund Contributions, additional advertising, marketing and/or promotional activities, repairs and maintenance, bank charges, miscellaneous supplies and equipment, initial staff recruiting expenses, state tax and license fees, deposits and prepaid expenses (if applicable) and other miscellaneous items as offset by the revenue you take into the Franchised Business. This estimate does not include an owner's salary or draw. These items are by no means all-inclusive of the extent of the expense categorization. The expenses you incur during the initial start-up period will depend on factors such as the time of the year that you open, both local economic and market conditions, as well as whether your Franchised Business is located in a new or mature market, and your business experience.

10) Your costs may vary based on a number of factors including but not limited to the

geographic area in which you open, local market conditions, the location selected, the time it takes to build sales of the establishment and your skills at operating a business. We strongly recommend that you use these categories and estimates as a guide to develop your own business plan and budget and investigate specific costs in your area.

You should review these figures carefully with a business advisor before making any decision to invest in the franchise. These figures are estimates and we cannot guarantee that you will not have additional expenses starting your Franchised Business. Your additional costs will depend on factors such as how closely you follow our methods and procedures; your management skill, experience, and business acumen; local economic conditions; the local market for our service; competition; and the sales level reached during your initial period.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases

We have spent considerable time, effort and money to develop the System. Your Franchised Business must conform to our high and uniform standards of quality and service. We anticipate that our standards will change over time. You are expected to adhere to these changes.

You must purchase, lease or license (as applicable) specified items exclusively in accordance with our standards and specifications that will be disclosed to you in the Operations Manual or otherwise. Our affiliate, Transit Systems, Inc., will be the sole supplier of services, including local moving, long-distance moving, specialty and special care shipping, consolidated shipping, containerized shipping, professional organizing, auto shipping, labor, storage and junk removal.

Those items for which we have neither designated nor approved suppliers must be purchased in accordance with our standards and specifications as described in the Operations Manual or otherwise. We have the right to modify specifications, standards, suppliers and approval criteria by providing you written notice. There is no limit on our right to do so.

We estimate that the current required purchases in accordance with our standards and specifications and designated suppliers are approximately 90% to 100% of the cost to establish your Franchised Business and approximately 95% of the ongoing operating expenses of your Franchised Business.

Computer Hardware and Software Components.

You must purchase the computer hardware and software we designate for use in connection with the operation of your Franchised Business, including, but not limited to, accounting software, which you must purchase directly from our designated vendor, QuickBooks. Please see Items 6, 7, and 11 for more information regarding required computer hardware and software purchases.

Advertising

We must approve all advertising before first publication or use. Our advertising requirements are discussed more fully in Item 11 of this disclosure document.

Approval of New Suppliers

If we designate one or more exclusive suppliers for a particular good or service, you may not request to utilize an alternative supplier. However, if an exclusive supplier has not been designated and you desire to purchase any item for which approval is required from a supplier that is not on our approved supplier list, you must request approval of the item or supplier in writing and we will evaluate the supplier and/or item for approval. Although we are not contractually bound to evaluate any supplier or item within a definite time period, we will make a good faith effort to evaluate the supplier or item and to notify you of approval or disapproval within 30 days from the date we receive your written request.

We will not consider any alternative suppliers for goods or services for which we or our affiliates are the designated suppliers.

Before approving any supplier, we may take into consideration: a) consistency of products and/or name brands, b) economies of scale achieved by larger volumes, c) delivery frequency and reliability, and d) certain other benefits that a particular supplier may offer, such as new product development capability. When approving a supplier, we take into consideration the System as a whole, which means that certain franchisees may pay higher prices than they could receive from another supplier that is not approved. We reserve the right to withhold approval of a supplier for any reason. We do not release our standards and specifications or criteria for supplier approval to System franchisees.

You may not purchase any item from any supplier for which approval is required until you have first received written notification of our approval. You must reimburse us for our reasonable costs of evaluating and/or testing the proposed product or item, regardless of whether we approve the supplier or item. The cost of testing will be $500 plus any expenses incurred by us for the testing of the products or items. The cost of testing and expenses will be refunded to the franchisee if the product or item is approved for use for the entire System**.**

We may withdraw our approval at any time if any supplier's performance does not meet our then current criteria, if we change our specifications, standards or requirements or for other reasons.

As of the issuance date of this disclosure document, our affiliate, Transit Systems, Inc. is an Approved Supplier for all services to be offered by your Franchised Business. Christopher L. Smith owns 100% of Transit Systems, Inc.. We reserve the right to designate ourselves or an affiliate of ours (if and when established) as an Approved Supplier with respect to any item you must purchase in connection with your Franchised Business in the future.

Revenues of Franchisor and Affiliates

We and our affiliates reserve the right to derive revenue from required franchisee purchases, leases and licenses in any manner, including but not limited to operational fees and volume rebates. We and/or our affiliates have the right to receive payments from any supplier, manufacturer, vendor or distributor to you or to other franchisees within our franchise system and to use these monies without restriction and as we deem appropriate. We and our affiliates are the only approved supplier for certain administrative services, involving management of vendor relationships, including recruiting of, scheduling and paying such vendors.

Advertising

All advertising and promotion of your Franchised Business must conform to our specifications and standards and must be approved by us in writing in advance. You must submit to us for our approval copies of all advertising and promotional materials including, but not limited to, business cards, signs, displays and mailouts.

Insurance Requirements

You must obtain and keep in force at a minimum the insurance we require in the Operations Manual or otherwise, including, but not limited to, (a) commercial general liability insurance with limits not less than $1,000,000 each occurrence and $3,000,000 in the aggregate; (b) professional liability insurance with limits not less than $1,000,000 each occurrence and $3,000,000 in the aggregate; (c) automobile liability insurance with limits not less than $1,000,000 combined single limit each accident; (d) cyber insurance with coverage up to $25,000 for all covered expenses and up to $25,000 for all losses; (e) employment practices liability insurance with limits not less than $25,000 each occurrence; (f) workers' compensation insurance with limits not less than $1,000,000 each accident; and (g) umbrella coverage with limits no less than $1,000,000. You are required to use an approved supplier and licensed broker to obtain insurance. No insurance policy may be subject to cancellation, termination, non-renewal or material modification, except upon at least 30 days' prior written notice from the insurance carrier to us. Upon request, you must provide us with a currently issued certificate of insurance evidencing coverage in conformity with our requirements. We may increase or otherwise modify the minimum insurance requirements upon 30 days' prior written notice to you, and you must comply with any modification. Your state, municipality or other regulatory agency may also require you to obtain additional insurance coverage.

Purchasing or Distribution Cooperatives

We may negotiate purchase arrangements with some of our suppliers (including price terms and product allocations) for the benefit of System franchisees, but we are under no obligation to do so. Our affiliate, Transit Systems, Inc., may attempt to obtain rates lower than market rates based on volume when possible, but is under no obligation to do so.

Material Benefits

We do not provide material benefits to franchisees, such as renewal rights or ability to purchase additional franchises, based on your use of approved or designated sources.

ITEM 9
FRANCHISEE'S OBLIGATIONS

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

Obligation		Section in Franchise Agreement	Item in Disclosure Document
a.	Site selection and acquisition/lease	3	Items 6 and 11
b.	Pre-opening purchases/leases	4, 6	Items 7 and 8
c.	Site development and other pre-opening requirements	5	Items 6, 7 and 11
d.	Initial and ongoing training	5.1, 5.3	Items 6, 7 and 11
e.	Opening	6.1, 6.10	Item 11
f.	Fees	2.2.7, 4, 5.3, 6.2	Items 5, 6 and 7
g.	Compliance with standards and policies/Operating Manual	Background Section E, 5.4, 6.2, 6.8, 6.9, 6.10, 6.14	Items 8 and 11
h.	Trademarks and proprietary information	Background Section B, 6.6	Items 13 and 14
i.	Restrictions on products/services offered	6.9	Items 8 and 16
j.	Warranty and customer service requirements	6.3	Item 11
k.	Territorial development and sales quotas	Not Applicable	Item 12
l.	Ongoing product/service purchases	6.2, 6.10	Item 8
m.	Maintenance, appearance and remodeling requirements	2.2.3, 5.2, 6.2, 6.4, 6.8, 6.14	Items 6 and 11
n.	Insurance	7.6	Items 6, 7 and 8
o.	Advertising	4.3, 6.6.3	Items 6, 7 and 11
p.	Indemnification	7.2	Item 6
q.	Owner's participation/ management/staffing	6.3, 6.14	Items 11 and 15

Obligation		Section in Franchise Agreement	Item in Disclosure Document
r.	Records and reports	4.5, 4.6	Item 6
s.	Inspections/audits	4.5, 6.7	Items 6 and 11
t.	Transfer	8	Item 17
u.	Renewal	2.2	Item 17
v.	Post-termination obligations	7.4, 10	Item 17
w.	Non-competition covenants	7.4, 10	Item 17
x.	Dispute resolution	12	Item 17

ITEM 10
FINANCING

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

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

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

Pre-Opening Obligations

Before you open your Franchised Business, we are obligated under the Franchise Agreement to:

1. Provide initial training for up to 3 persons (including you, your Operating Prinicipal and your General Manager, as applicable) (Section 5.1.1 of the Franchise Agreement). We also will provide you continuing consultation and advice as we deem advisable before your Franchised Business opens for business. (Section 5.3 of the Franchise Agreement).

2. Provide you with a list of required and/or approved vendors and suppliers for certain services, equipment and applications. (Section 5.4 of the Franchise Agreement).

3. Loan you or otherwise provide you with access to a specifications, operations and procedures manual, one copy of our manuals, books, binders, videos or other electronic media, intranet postings and other materials, referred to collectively as the "Operations Manual", containing mandatory and suggested standards, operating procedures and rules which we prescribe, as well as information relating to your other obligations under the Franchise Agreement. We have the right to add to and otherwise modify the Operations Manual as we deem necessary and reasonable; however, no change to the Operations

Manual will materially alter your fundamental rights under the Franchise Agreement. We may provide the confidential Operations Manual solely through our website(s) and/or intranets or other electronic means without any need to provide you with a paper copy or other physical format. (Section 5.4 of the Franchise Agreement). Attached as Exhibit E is a copy of the table of contents of our Operations Manual as of the issuance date of this disclosure document. The Operations Manual has a total of 118 pages and the subjects in the Operations Manual are reflected in the table of contents.

Site Selection and Opening

The Franchised Business may be operated from a home-based office. If you plan to host customers at a home-based office, then we will need to first approve such office. However, if you do not plan to host customers at a home-based office, then our approval is not required. We will approve or disapprove an office location if you choose to have an office outside the home. We do not provide any specifications for office locations outside your home except that it must be located in or within 20 miles of your Territory, nor do we provide assistance obtaining permits, conforming the premises to local ordinances or building codes. We do not provide assistance with construction, remodeling or decorating.

Should you choose to lease or purchase commercial office space outside of your home, which is not required, you must submit a street address, description of the area and pictures of the inside of the office, along with a copy of the lease or sales contract to us prior to signing it. Our review of your proposed lease is to ensure that the lease contains terms that we require for our protection. Our review is not for your benefit and we encourage you to hire your own attorney to review the lease for you. We will respond within 15 days, either approving or disapproving the lease or sales contract. (Franchise Agreement Section 3).

We do not assist with the hiring or training of your employees, except as set forth in the "Training" section, below.

We expect that Franchisees will typically open their Franchised Business within 60 days after executing the Franchise Agreement. The actual length of time it will take you to open your business will depend upon certain critical factors such as: (i) your ability to obtain acceptable financing; (ii) your ability to timely obtain required permits, licenses, and insurance; (iii) the scheduling of the training program; and (iv) the amount of time necessary to train personnel and to obtain leads and customers. See Items 12 and 17. You will need our approval to open later than 60 days after executing the Franchise Agreement.

You may not open for business until: (i) you pay the initial franchise fee and any other amounts due; (ii) you and any required personnel have completed pre-opening training requirements, and (iii) you have given us copies of all insurance policies and evidence of coverage and premium payment. If the Franchised Business is not open for business within 120 days of signing the Franchise Agreement, we have the right to terminate the Franchise Agreement.

Continuing Obligations

During the operation of your Franchised Business, we are obligated under the Franchise Agreement to:

1. Provide, in addition to the assistance rendered to you prior to opening and in connection with your opening, continuing consultation and advice as we deem advisable regarding services, sales techniques, personnel development and other business, operational and advertising matters that directly relate to the Franchised Business. This assistance may be provided by telephone, facsimile, email, postings to our intranet, periodically through on-site or online assistance by appropriate personnel, and/or other methods. (Section 5.3 of the Franchise Agreement).

2. Furnish you with any specifications for required products and services, including recommendations regarding pricing.

3. Review and approve or disapprove any advertising and/or promotional materials you propose.

4. Administer the Brand Fund. (Section 4.3.3 of the Franchise Agreement).

5. Provide you with access to all modifications or additions to the Operations Manual electronically via your owner email login. (Section 5.4 of the Franchise Agreement).

Advertising Programs

We will establish your landing page and lead form on our website, which will be operational prior to the first day of operation of your Franchised Business, and is part of the initial franchise fee. We will own all digital efforts including, but not limited to, search engine optimization ("SEO)" and paid search advertising ("PPC").

Brand Development Fund

We have established a brand development fund (the "Brand Fund") to be administered for the common benefit of System franchisees, and you are required to contribute the greater of 1% of Gross Sales of the Franchised Business or $500 per month as a Brand Fund contribution. (Section 4.3.4 and 4.3.5 of the Franchise Agreement). All Brand Fund contributions are maintained in a separate account.

We have the sole right to determine contributions and expenditures from the Brand Fund, or any other advertising program, and sole authority to determine the selection of the advertising materials and programs. We are not required, under the Franchise Agreement, to spend any amount of Brand Fund contributions in your Territory and not all System franchisees will benefit directly or on a pro rata basis from these expenditures. Brand Fund contributions may be used at our discretion in the development, production and distribution of national, regional and/or local advertising, and in

the creation of advertising materials and public relations which, in our sole judgment, promote the products and services offered by System businesses, including development and production of advertising and marketing programs and materials including television, radio, magazine, and newspaper, and social and digital media advertising campaigns, purchase of media, field marketing programs and activities, promotions, new product research and development, quality control (including mystery shopper programs), market research, talent fees, working with public relations firms, website development and maintenance, social media and for administrative, travel, debt service and operating costs and overhead. Brand Fund contributions may also be used to improve sitewide and franchisee page SEO and PPC efforts that benefit the System. Our decisions in all aspects related to the Brand Fund will be final and binding. We may charge the Brand Fund for the costs and overhead, if any, we incur in activities reasonably related to the creation and implementation of the fund and the advertising and marketing programs for franchisees. These costs and overhead include (i) the cost of preparing advertising campaigns and other public relations activities, (ii) the cost of employing advertising agencies, including fees to have print or broadcast advertising placed by an agency and all other advertising agency fees, and (iii) the proportionate compensation of our employees who devote time and render services in the conduct, formulation, development and production of advertising, marketing and promotion programs or who administer the Fund. (Section 4.3 of the Franchise Agreement).

We do not anticipate that any part of your contributions to the Brand Fund will be used for advertising that is principally a solicitation for the sale of additional franchises, but we reserve the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information.

We may also establish special promotional programs. You are required to participate in special promotional programs, and you must pay your share of the cost of developing and implementing the program, including common development, design and advertising costs. (Section 4.3.5 of the Franchise Agreement).

Advertising to be used by the Brand Fund or by you locally may be produced in-house or through an outside agency. (Section 4.3 of the Franchise Agreement).

Although we anticipate that all Brand Fund contributions will be spent in the fiscal year in which they accrue, any remaining amounts will be carried over for use during the next fiscal year. There is no requirement that the Brand Fund be audited. You must contribute to the Brand Fund regardless of amounts due from other franchisees. Upon your written request, we will provide you with un-audited fiscal year-end financial statements and accountings of Brand Fund expenditures, available after April 1st for the preceding fiscal year. (Section 4.3.4.2 of the Franchise Agreement).

There is currently no advertising council in place for the System, but we reserve the right to add one in the future.

Local Advertising

In addition to the Brand Fund requirements identified above, you must spend the greater of 3% of Gross Sales of the Franchised Business or $750 per month on local advertising and promotion of your Franchised Business. We may provide you templates or files you can utilize for content, local outreach, and events, as well as resources for promotions and contests. If you choose to develop your own local advertising materials, we require you to obtain our written approval of the materials in advance, which will not be unreasonably withheld or delayed. All advertising must be conducted in accordance with the standards and requirements listed in the Operations Manual, including all branding guidelines found therein or within a separate document we share with you. All digital efforts related to SEO and PPC must be managed by our digital agency of record. You may submit SEO requests specific to your landing page to us. We will engage the agency on your behalf and at your expense, which will count towards your local advertising spend. You will establish and maintain your own social and business pages, including, but not limited to, Facebook and Google Business. Such accounts must adhere to the set-up and brand guidelines we provide to you.

Advertising Cooperatives

If we establish an advertising cooperative within a geographically defined local or regional marketing area in which your Franchised Business is located, you must participate and abide by any rules and procedures the cooperative adopts and we approve. You will contribute to your respective cooperative an amount determined by the cooperative, which will proportionally reduce your minimum required local advertising spend. We have the right to draft your bank account for the advertising cooperative contribution and to pass those funds on to your respective cooperative. Our affiliate owned businesses will have no obligation to participate in any such advertising cooperatives. (Section 4.3.6 of the Franchise Agreement).

The cooperative members are responsible for the administration of their respective advertising cooperative, as stated in the by-laws that we approve. The by-laws and governing agreements will be made available for review by the cooperative's franchisee members. We may require a cooperative to prepare annual or periodic financial statements for our review. Each cooperative will maintain its own funds; however, we have the right to review the cooperative's finances, if we so choose.

We reserve the right to approve all of a cooperative's marketing programs and advertising materials. On 30 days' written notice to affected franchisees, we may terminate or suspend a cooperative's program or operations. We may form, change, dissolve or merge any advertising cooperative.

Computers and Point of Sale Registers

You must acquire computer hardware equipment, software, printer, scanner, telecommunications infrastructure products and credit card processing equipment and support services we require in connection with the operation of your Franchised Business and all additions, substitutions and upgrades we specify. Your computer system must be able to send and receive email and

attachments on the Internet and provide access to the World Wide Web and otherwise support our then-current information technology system.

You will need a general-purpose computer system consisting of an IBM compatible PC with Windows latest generation or Apple Computer with IOS, an Apple iPad, Intuit QuickBooks Online Plus Business Package, scanner, printer and a high-speed internet connection.

You will use HubSpot as your CRM (the "Platform"). You will receive a seat in the Franchisor HubSpot instance. The cost of this software includes a set-up fee which is currently a component of the initial franchise fee and a monthly fee that is paid to Franchisor as part of the Technology Fee. These costs will be paid to the Franchisor. (Franchise Agreement Section 4.10)

We will have the right to access information and data collected by the Platform or otherwise related to the operation of your Franchised Business. You must allow us to access the information remotely. There is no contractual limitation on our right to access this information and data.

You will be required to use bookkeeping software. (Franchise Agreement Section 4.6.1).

We estimate that your cost to purchase a designated computer system will range from $0 to $3,300 (depending on whether you currently own computer equipment that meets our specifications).

You must upgrade or update your computer equipment and software. There is no contractual limitation on the frequency or cost of required updates or upgrades. In addition to any charges imposed by computer hardware and software vendors, we may charge you a reasonable systems fee for modifications and enhancements we or our vendors or representatives make to proprietary software and for other maintenance and support services that we may furnish to you.

Additional Investment

We reserve the right to periodically make changes to the System, including products standards, service requirements, signage, equipment, and fixtures requirements. In the event we make any of these types of changes, or your equipment or facilities wear out or become obsolete (including for no longer complying with System standards or requirements), you may have to make, on an as-needed basis, additional investments in your Franchised Business.

Initial Training Program

The initial training program will consist of 37 – 52 hours of online training plus 24 hours of onsite training. You, your Operating Principal, your General Manager (as applicable) and head of sales must successfully complete the initial training program prior to opening your Franchised Business.

INITIAL TRAINING PROGRAM

Subject	Hours of Classroom	Hours of Training	Location

	Training	On-The-Job	
Orientation	5 – 8	0	Remote (Online)
Strategy Deep Dive	15 – 20	0	Remote (Online)
Process/Technology/Tactics Deep Dive	15 – 20	0	Remote (Online)
Franchise Management	2 – 4	0	Remote (Online)
Field Shadowing	0	24 over the course of 3 days	Location specified by Franchisor

Our training materials consist of our Operations Manual, written material, live and recorded presentations, demonstrations, and more. You are required to pay a fee of $2,000 per attendee for any additional trainees beyond three (3) to attend initial training. See Item 6 and 7. If a new General Manager or head of sales is hired subsequent to the initial training, you are required to pay $2,000 per trainee for such trainee(s) to attend initial training. You are responsible for all training-related expenses including transportation to and from the training site, lodging and dining expenses. In addition, if any employee will receive a salary during training, you are solely responsible for paying their salary.

Following the opening of your Franchised Business, we may offer an optional support program to provide you with an additional 12+ hours of assistance during your first 90 days of operating your Franchised Business. This optional program is of no charge, conducted remotely, and includes: (a) for the first month, weekly coaching calls of up to two (2) hours per call with a mentor and member of the executive team; (b) for the second month, bi-weekly calls of up to two (2) hours per call with a mentor and member of the executive team to review progress, clarify process, and discuss any recommended adjustments; and (c) beginning in the third month and continuing for the term of your Franchise Agreement, monthly calls with a mentor and quarterly calls with a member of the executive team. You will be assigned a sales partner prior to launch, who will be a resource to you as part of operating your Franchised Business.

We have the right to offer optional refresher courses from time to time to you, your Operating Principal, your General Manager and/or your employees. There may be a training fee of up to $500 per attendee for such courses. We have the right to provide mandatory training for new products, services, or processes, which will be of no cost to you and your permitted employees. You are solely responsible for your expenses and your employees' expenses which are incurred during training.

ITEM 12
TERRITORY

The Franchise Agreement grants you the right to operate one Franchised Business located in the territory identified in the Franchise Agreement or subsequently identified and mutually acceptable to both you and us (the "Territory"). Your Territory will be defined as a specific geographic area identified using commonly understood state, county, municipal, or postal area definitions, containing a population of approximately 200,000 individuals. The size of the Territories may

vary based upon the demographics and population density of the area in which your Franchised Business is located.

During the term of your Franchise Agreement, and provided that you are not in default of your Franchise Agreement and except as provided for below, we will not grant the right to anyone else to locate their Franchised Business in your Territory, or to directly market to and solicit customers within your Territory. No other franchisee will be permitted to contact the senior living buildings or communities in your Territory or proactively or directly market to any potential end customers in your Territory. You may not contact the senior living buildings or communities outside the Territory or proactively or directly market to any potential end customers outside the Territory without our prior written consent. However, you and other franchisees are permitted to contact potential referral partners that are outside your Territory and/or in another franchisee's or company-owned unit's territory. You will face competition from other franchisees and from company-owned units.

You will be required to sign a franchise agreement for each Territory purchased. You will not be granted any rights of first refusal or similar rights to acquire additional Territories.

You may operate the Franchised Business from a home office regardless of location. If you wish to rent a commercial office space, such space must be located in or within 20 miles of your Territory and you must request approval from us, which we may grant or refuse in our sole discretion, and submit to us a copy of the lease prior to signing such lease. If you operate from a commercial office space, you must obtain our prior written approval before relocating, however, such approval will not be unreasonably withheld so long as the location is within your Territory. You may only have one (1) office location. You acknowledge that other franchisees may operate their Franchised Businesses from home offices located within your Territory.

National Accounts

Periodically we may enter into agreements with certain regional or national businesses (each a "National Account") to provide services to customers at designated National Account locations. We have the sole business judgment on who may provide services or products to any National Account, including at a single location of any such National Account. We may, in our sole business judgment, offer you the opportunity to accept and provide services under the terms of any such National Account agreement (including, without limitation, any central invoicing or fixed fee terms). If you choose to accept such account, you will be required to do so according to the terms negotiated by us (or our affiliates) and the National Account. Accepting National Account customers is optional. In the case of a National Account agreement under which the customer will pay a fixed amount for services at all locations listed in such agreement, we will allocate reasonably such fixed amount among the Moves for Seniors Franchised Businesses providing such services.

Reserved Rights

Your Territory is not exclusive. We and/or our affiliates will have the right (among other things), on any terms and conditions that we deem advisable, and without granting you any rights, to do any or all of the following: (i) establish and operate, and license third parties the right to establish and operate, other Franchised Businesses using the Proprietary Marks and System at any location outside of your Territory; (ii) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products that are similar to those provided by a Franchised Business, outside the Territory; (iii) open and operate, or license third parties the right to open or operate, businesses that offer "last mile" parcel delivery services under the Proprietary Marks or any other marks at any location, provided that such businesses will not offer such services in your Territory; (iv) sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any products, services or merchandise, from any location or to any purchaser, through any channel or method of distribution (including, but not limited, to sales made by or through telemarketing, and/or on the Internet); and (v) engage in any other activities authorized by and not expressly prohibited under the Franchise Agreement. You acknowledge and agree that the Franchise Agreement does not grant you any right to (a) offer any product or service via e-commerce without our prior approval, (b) establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof, or (c) distribute, market, or implement our products and services in any channel of distribution not specifically identified in the Franchise Agreement.

ITEM 13
TRADEMARKS

The following is a list of all of the principal trademarks that we will currently sublicense to you.

Mark	Serial Number	Registration Number	Application Filing Date	Register	Owner
MOVES FOR SENIORS	90257370	6424383	Oct. 15, 2020	Principal	Transit Systems, Inc.
MOVES FOR SENIORS	90257418	6424384	Oct. 15, 2020	Principal	Transit Systems, Inc.

Our affiliate Transit Systems, Inc., owns the Proprietary Marks. Transit Systems, Inc. unconditionally licenses us the right to use and sublicense the Proprietary Marks to franchisees.

All required affidavits pertaining to the above Proprietary Marks have been filed. There are no agreements currently in effect that significantly limit our right to use or license the use of the Proprietary Marks in any manner material to the franchise.

We have no knowledge of any superior prior rights or infringing uses that could affect your use of the Proprietary Marks.

There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court involving the Proprietary Marks, nor any pending infringement, opposition, or cancellation proceedings or material litigation involving the Proprietary Marks.

Your rights to the Proprietary Marks are derived solely from your Franchise Agreement. You may have the right to potentially use future trademarks, service marks and logos that we may subsequently license to you. You will only use the Proprietary Marks as we authorize. In using the Proprietary Marks, you must strictly follow our rules, standards, specifications, requirements and instructions that may be modified by us in our discretion. All goodwill associated with the Proprietary Marks remains our and our affiliates' exclusive property. You may not use the Proprietary Marks with any unauthorized product or service or in any way not explicitly authorized by the Franchise Agreement or that we may otherwise approve. When your Franchise Agreement expires or terminates, all rights for you to use the Proprietary Marks shall cease and you shall immediately cease all use any of any Proprietary Mark.

You cannot use the Proprietary Marks (or any variation of the Proprietary Marks) as part of a corporate name or with modifying words, designs or symbols except for those which we license to you. You may not use our registered name in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us. You may not apply for any trademark or service mark.

In the event of any infringement of, or challenge to, your use of any of the Proprietary Marks, you must immediately notify us, and we will have sole discretion to take such action as deemed appropriate. Provided you have been in compliance with the Franchise Agreement, we will indemnify and hold you harmless from any suits, proceedings, demands, obligations, actions or claims, including costs and reasonable attorneys' fees, for any alleged infringement under federal or state trademark law arising solely from your authorized use of the Proprietary Marks in accordance with the Franchise Agreement or as otherwise set forth by us in writing, if you have notified us promptly of the claim. We reserve the right, under the Franchise Agreement, to substitute different marks for use in identifying the System and the businesses operating under the System if the current Proprietary Marks no longer can be used, or if we, in our sole discretion, determine that substitution of different marks will be beneficial to the System. If we substitute any of the Proprietary Marks, you must bear the cost and expense of all substitutions (for example, changing decals, signage, business cards, etc.).

We and our affiliates are the lawful, rightful and sole owner of the Internet domain name https://www.movesforseniors.com/ as well as any other Internet domain names we or our affiliates register, and you unconditionally disclaim any ownership interest in such Internet domain names and any Internet domain names similar thereto. You agree not to register any Internet domain name in any class or category that contains words used in or similar to any brand name owned by us or our affiliates or any abbreviation, acronym, phonetic variation or visual variation of those

words.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any rights to, or licenses in any patent or copyrights material to the franchise System. We may copyright advertising materials and design specifications, our Operations Manual, and other written materials and items. We have not applied to the USPTO for the issuance of any patents.

You must keep as confidential our Operations Manual and any supplements to the Operations Manual. Our Operations Manual may take the form of written materials and/or digitally distributed and stored materials and made available to you for use in connection with the Franchised Business. The Operations Manual contains information about our System. Accordingly, you must use all reasonable and prudent means to maintain the Operations Manual and the information maintained in the Operations Manual as confidential and prevent any unauthorized copies, recordings, reproduction, or distribution of the Operations Manual or the information contained in the Operations Manual. You must provide us with immediate notice if you learn of any unauthorized use of the Operations Manual or of the information contained in the Operations Manual, or any infringement or challenge to the proprietary or confidentiality of the information contained in the Operations Manual. We will take any and all action(s), or refrain from taking action, that we determine, in our discretion, to be appropriate. We may control any action or legal proceeding we choose to bring. We need not participate in your defense or indemnify you for damages or expenses in a proceeding involving a copyright or patent. If any third party establishes to our satisfaction, in our discretion, that it possesses rights superior to ours, then you must modify or discontinue your use of these materials in accordance with our written instructions.

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

We recommend that you participate personally in the operation of the Business. If the franchisee is an entity, the franchisee must appoint, and maintain throughout the Term, an operating principal (the "Operating Principal"), who must be an equity owner of franchisee. The Operating Principal shall have the authority to bind the franchisee in all operational decisions regarding the Franchised Business. We shall have the right to rely on any statement, agreement or representation made by the Operating Principal. If the Operating Principal is not involved in the Franchised Business' day-to-day operation, the Franchised Business must be under the supervision of a general manager, who reports to the Operating Principal (the "General Manager"). The General Manager must devote his or her full time and best efforts to the job and cannot have an interest or business relationship with any of our competitors, and must meet our then-current standards for general managers before assuming the position of General Manager. The Franchised Business shall be under the supervision of the Operating Principal or a General Manager at all times. The General Manager must have successfully completed our training requirements. The

franchisee, Operating Principal and General Manager shall not engage in or be connected with any other business or activity that competes with the Franchised Business.

You may not change or otherwise replace the General Manager of your Franchised Business without informing us in writing. If your relationship with your General Manager terminates or materially changes, you will be required to promptly designate a new General Manager. Any replacement General Manager must successfully complete our initial training program before being responsible for the day-to-day management of your Franchised Business. You must pay the charges that we establish for training programs furnished to any individual who replaces a previously trained designated General Manager.

You will disclose to your General Manager only the information needed to operate the Franchised Business and the General Manager will be advised that any confidential information is our trade secret.

The following persons must sign our Non-Disclosure/Non-Competition Agreement, which is attached to our Franchise Agreement as Exhibit 4:

1. If you are a business entity, your Operating Principal, all of your officers, directors, and equity holders, and those of any business entity that directly or indirectly controls you; and

2. Your General Manager and all other managerial personnel who will have access to our proprietary and confidential information and training.

If you are a business entity, each owner in the entity and their spouse must sign a Personal Guaranty. The Personal Guaranty is attached to our Franchise Agreement as Exhibit 3.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may only offer or sell products and services that are approved by us and must offer for sale certain products as designated by us. We may add, delete or alter approved products and services that you are required or allowed to offer in our reasonable discretion. You may not offer any unauthorized or discontinued products or services at or from the Franchised Business.

You shall commence offering and selling any product or service within 15 days of notification from us. You may incur an increased cost to comply with such changes. You must discontinue selling and offering any products, services or items that we, in our sole discretion, disapprove in writing at any time.

You must participate in and comply with all advertising and promotional campaigns and activities that we conduct. If we require that you conduct any promotional activities, you will bear your own costs of conducting these activities. We have the right to set restrictions on any pricing of all products that are sold or distributed.

You may not conduct any other business at or through the Franchised Business. You cannot engage in any other business that competes with the Franchised Business, with us or our affiliates, and, without our prior approval, you may not use any other name or trademark that is not a Proprietary Mark.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

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

THE FRANCHISE RELATIONSHIP

	Provision	Section in Franchise Agreement	Summary
a.	Term of franchise	2.1	5 years
b.	Renewal or extension of the term	2.2	You have the right to renew the franchise for an additional 5-year term.
c.	Requirements for you to renew or extend	2.2.	You may renew if you: (i) have notified us of your election to renew; (ii) have the right to lease the premises (if applicable) for an additional 5 years (or have secured substitute premises); (iii) have completed all maintenance and refurbishing required by us; (iv) are not in default of any agreement between you and us or our affiliates and have substantially complied with all agreements during their term; (v) have satisfied all monetary obligations owed to us and/or our affiliates; (vi) have executed our then-current form of Franchise Agreement, the terms of which may materially differ from your original franchise agreement; (vii) have satisfied our then-current training requirements for new franchisees; (viii) have executed a release of any and all claims against us, our affiliates, and our shareholders, officers, directors, agents, employees, attorneys and accountants arising out of or related to the Franchise Agreement or any related agreement; and (ix) paid the renewal fee. If you seek to renew your franchise at the expiration of the initial term or any renewal term, you may be asked to sign a new franchise agreement that contains terms and conditions materially different from those in your previous franchise agreement, such as different fee requirements and territorial rights.
d.	Termination by you	No provision	You may not terminate the Franchise Agreement except as otherwise provided by state law.
e.	Termination by Franchisor without cause	No provision	Not applicable
f.	Termination by Franchisor with cause	9.2	We have the right to terminate the Franchise Agreement with cause. Depending upon the reason for termination, we do not have to provide you an opportunity to cure. See this Item 17(g) and (h) for further description.

	Provision	Section in Franchise Agreement	Summary
g.		9.3	We have the right to terminate the Franchise Agreement after providing you a 15-day cure period if: (i) you fail to pay any monies you owe us or our affiliates; (ii) you fail to immediately endorse and deliver to us any payments due to us from any third party that is erroneously made to you; (iii) you fail to maintain the sufficient fleet to meet consumer demand; (iv) you fail to commence operations with 120 days of signing the franchise agreement; (v) you fail to operate the Franchised Business during the months, days and hours that we prescribe; (vi) you fail to personally supervise operations or employ adequate personnel; (vii) you fail to maintain our quality controls and standards; (viii) you conduct yourself in a manner which reflects adversely on the System, the Marks, or our products; (ix) you fail to procure or maintain any licenses, certifications, or permits necessary for the operation of the Franchised Business; (x) you fail to notify us of any change in your banking relationship, including changes to banking institutions or account numbers, or if you siphon any portion of the Gross Sales of the Franchised Business into a bank account not approved of by us or which is not accessible to us via EFT; (xi) you offer any unauthorized or discontinued products or services in connection with the operation of your Franchised Business; or (xii) you order or purchase supplies, or certain other items, from unapproved suppliers.
		9.4	We have the right to terminate the Franchise Agreement after providing you a 30-day cure period if you fail to perform or comply with any one or more of the terms or conditions of the Franchise Agreement or any other agreement with us or our affiliates.

	Provision	Section in Franchise Agreement	Summary
h.	Cause defined – default which cannot be cured	9.1	The Franchise Agreement will automatically terminate without notice or an opportunity to cure if: (i) you or your principals make an assignment for the benefit of creditors, file a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for you or the Franchised Business; (ii) proceedings are commenced to have you or your principals adjudicated bankrupt or to seek your reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within 60 days, or a trustee or receiver is appointed for you or the Franchised Business without your consent, and the appointment is not vacated within 60 days; or (iii) you purport to sell, transfer or otherwise dispose of your interest in the Franchise Business without our written approval.
		9.2	We have the right to terminate the Franchise Agreement with notice without providing you an opportunity to cure if: (i) you or your principals are convicted of or plead guilty or no contest to a felony or take part in criminal acts or misconduct; (ii) you or any principal commit fraud or make any material misrepresentations; (iii) you or any principal make any misrepresentations in connection with the franchise application; (iv) you fail to complete our initial training program to our satisfaction; (v) you receive 2 or more written notices of default within any 12-month period; (vi) you materially breach any other agreement with us or our affiliates and fail to cure the breach within any applicable cure period; (vii) you misuse the Marks or Confidential Information; (viii) you violate any health, safety or sanitation law; (ix) you violate the in-term restrictive covenants of the Franchise Agreement; (x) a lien or writ of attachment or execution is placed against you and is not released or bonded against within 30 days; (xi) you become insolvent; (xii) you abandon the business; (xiii) you misuse our proprietary software; (xiv) you fail to maintain required insurance; (xv) you fail to comply with any governmental notice of non-compliance with any law or regulation within 15 days of the notice; (xvi) any governmental action is taken against you that results in any obligation upon us; (xvii) you fail to comply with any anti-terrorist laws; (xviii) you take for personal use any taxes or other assets of the business; (xix) there are insufficient funds in your bank account to cover EFT payments 3 or more times in any 12 month period; or (xx) an audit reveals that you have understated your Gross Sales or advertising expenditures by more than 2%, or you have failed to submit timely reports and/or remittances for any 2 reporting periods within any 12-month period.
i.	Your obligations on termination/non-renewal	10.1	You must immediately cease operation of the Franchised Business, pay all unpaid fees, discontinue using the Proprietary Marks, return the Operations Manual and all other confidential information to us, transfer your business telephone numbers to us or our designee, surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks and all items which are part of the System trade dress, sell to us any vehicles, any furnishings, equipment, signs or fixtures which we elect to purchase, comply with post termination non-compete.
j.	Assignment of contract by Franchisor	8.8	We have the unrestricted right to sell, transfer, assign and/or encumber all or any part of our interest in the Franchise Agreement or ourselves.

	Provision	Section in Franchise Agreement	Summary
k.	"Transfer" by you – definition	8.1	A sale, transfer or assignment is deemed to occur if: (i) you are a corporation, upon any assignment, sale, pledge or transfer or increase of any of your voting stock which results in a change of ownership voting stock; (ii) if you are a partnership, upon the assignment, sale, pledge or transfer of any partnership ownership interest; or (iii) you are a limited liability company, upon the assignment, sale, pledge or transfer of any interest in the limited liability company.
l.	Franchisor's approval of transfer by franchisee	8.1	You may not sell, transfer, assign or encumber your interest in the Franchised Business or your rights under the Franchise Agreement without our prior written consent.
m.	Condition for Franchisor's approval of transfer	8.4.1	Approval to sell or transfer your franchise may be conditioned upon the following: (i) satisfaction of all monetary obligations to us, our affiliates, or suppliers; (ii) the timely cure of all existing defaults under the Franchise Agreement; (iii) execution of a general release; and (iv) providing us with a copy of the executed purchase agreement relating to the proposed transfer. The proposed transferee must also have demonstrated to us that he or she meets our standards, possesses good moral character, business reputation and credit rating, has the aptitude to operate the Franchised Business and has adequate financial resources to conduct the business. The transferee must have executed our then-current Franchise Agreement, you or the transferee have paid to us the transfer fee, and the transferee and its designated manager must have completed our initial training program. The Franchisee must also acknowledge the post-termination provisions of the Agreement survive the transfer.
n.	Franchisor's right of first refusal to acquire your business	8.4	If you propose to transfer or assign any of your interest in the Franchise Agreement or the Franchised Business to a third party, you must first offer us the option to purchase your franchise upon the same terms as those offered by the third party.
o.	Franchisor's option to purchase your business	10.1.7	If the Franchise Agreement is terminated, we have the limited right to purchase the fleet of trucks, usable inventory and any items containing the Proprietary Marks at the lesser of cost or its then-current value.
p.	Your death or disability	8.2	If you die or become disabled or incapacitated, your executor, heir or legal representative must obtain approval to continue as the franchisee within 180 days from the date of your death, disability or incapacity.
q.	Non-competition covenants during the term of the franchise	7.4.1	Neither you nor your partners, shareholders, members or managers, nor immediate family members may have any interest in any other business which offers services focused on senior downsizing and moving (a "Competing Business") (subject to applicable state law).
r.	Non-competition covenants after the franchise is terminated or expires	7.4.2	The Franchise Agreement limits your right and the rights of your partners, shareholders, members, managers and immediate family members, for 2 years following the date of the expiration and non-renewal, transfer or termination of the Franchise Agreement: (i) to own, engage in, be employed or have any interest in any Competing Business within 75 miles of the territory of your Franchised Business or the territory of other System businesses; (ii) to solicit business from former customers of your Franchised Business for any

	Provision	Section in Franchise Agreement	Summary
			competitive business purpose or to solicit employees of us, our affiliates or other System franchisees; or (iii) to own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business competing with us. (subject to applicable state law).
s.	Modification of this agreement	13.7	The Franchise Agreement may only be modified by written amendment signed by both parties.
t.	Integration/merger clauses	13.7	The Franchise Agreement is the entire agreement between the parties (subject to state law). Any representations or promises outside of the disclosure document and the Franchise Agreement may not be enforceable.
u.	Dispute resolution by arbitration or mediation	12.2, 12.3	You must bring all disputes to us prior to bringing a claim before a third party. After exhausting this internal dispute resolution procedure, at our option, all claims or disputes between you and us must be submitted first to mediation in Chester County, Pennsylvania in accordance with the American Arbitration Association's Commercial Mediation Rules then in effect. (subject to applicable state law).
v.	Choice of forum	12.4	All claims not subject to mediation must be brought before a court of general jurisdiction in Chester County, Pennsylvania, or the United States District Court for the Eastern District of Pennsylvania. You consent to the personal jurisdiction and venue of any court of general jurisdiction in Chester County, Pennsylvania and the United States District Court for the Eastern District of Pennsylvania. Please see the State-Specific Addenda attached as Exhibit C to this disclosure document for further details. You agree that there will be no class actions (subject to applicable state law).
w.	Choice of law	12.1	Pennsylvania law governs (subject to applicable state law).

ITEM 18
PUBLIC FIGURES

We do not currently use any public figure 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 any reasonable basis for the information, and if the information is included in the disclosure document. Financial information that differs from that included in Item 19 may only be given 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 a particular circumstances.

The Franchisor has prepared tables of historical revenue, based on the operation of the company-owned locations, which provide the same services as your Franchised Business. The company-owned locations do not have Territories, and thus are not afforded the same territorial

protections or restrictions that will be applicable to your Franchised Business. The company-owned locations also did not pay royalties or brand development fees in the years reported.. The below tables were produced by employees of Franchisor, and include a full year Gross Revenues unless otherwise noted.

North Carolina:

2022	$252,821
2023	$335,525
2024	$454,039
2025	$629,212

Virginia:

2024	$391,633
2025	$126,061

New York City (metro area):

2025 (2/1/25 launch)	$267,009

Southern California:

2025 (3/15/25 launch)	$146,609

These figures are only estimates of what we think you may earn. Your individual results may differ. There is no assurance that you'll earn as much.

Apart from the foregoing, 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 such representations either orally or in writing. If you are purchasing an existing franchise from us, however, we may provide you with the actual records of that business. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Moves for Seniors Franchising Systems LLC, 274 Lancaster Ave., Suite 200, Malvern, PA 19355, 800-227-0515 or the Federal Trade Commission and any appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY FOR YEARS 2023-2025

OUTLET TYPE	YEAR	OUTLETS AT THE START OF THE YEAR	OUTLETS AT THE END OF THE YEAR	NET CHANGE
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Company Owned/Affiliate Owned	2023	1	1	0
	2024	2	2	0
	2025	2	4	0
Total Outlets	**2023**	**4**	**4**	**0**
	2024	**4**	**4**	**0**
	2025	**4**	**4**	**0**

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

STATE	YEAR	NUMBER OF TRANSFERS
TOTAL	**2021**	**0**
	2022	**0**
	2023	**0**

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

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	TERMINATIONS	NON-RENEWALS	REACQUIRED BY FRANCHISOR	CEASED OPERATIONS OTHER REASONS	OUTLETS AT END OF YEAR
TOTAL	**2023**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2024	**0**	**0**	**0**	**0**	**0**	**0**	**0**
	2025	**0**	**0**	**0**	**0**	**0**	**0**	**0**

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS FOR YEAR 2023-2025

STATE	YEAR	OUTLETS AT START OF YEAR	OUTLETS OPENED	OUTLETS REACQUIRED FROM FRANCHISEES	NON-RENEWALS	OUTLETS CLOSED	OUTLETS SOLD TO FRANCHISEES	OUTLETS AT END OF YEAR
California	2023	0	0	0	0	0	0	0

	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
New York	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
North Carolina	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Virginia	2023	0	0	0	0	0	0	0
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
TOTAL	**2023**	**1**	**0**	**0**	**0**	**0**	**0**	**1**
	2024	**2**	**0**	**0**	**0**	**0**	**0**	**2**
	2025	**2**	**2**	**0**	**0**	**0**	**0**	**4**

TABLE NO. 5
PROJECTED OPENINGS
AS OF DECEMBER 31, 2026

STATE	FRANCHISE AGREEMENTS SIGNED BUT OUTLET NOT OPENED	PROJECTED NEW FRANCHISED OUTLETS IN THE NEXT FISCAL YEAR	PROJECTED NEW COMPANY-OWNED OUTLETS IN NEXT FISCAL YEAR
Texas	0	1	0
Florida	0	1	0
Virginia	0	1	0
Massachusetts	0	1	0
Pennsylvania	0	1	0
Total	**0**	**5**	**0**

Attached as Exhibit F are the names, addresses and telephone numbers of all franchisees as of December 31, 2025 and the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had a franchise terminated, cancelled and not renewed or who otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement for the period from January 1, 2025 through December 30, 2025, or who has not communicated with us within 10 weeks of the date of this disclosure document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed any confidentiality clauses with current or former franchisees that would restrict them from speaking openly with you about their experience with us.

There are no franchisee associations required to be listed in this disclosure document.

ITEM 21
FINANCIAL STATEMENTS

Our unaudited opening day balance sheet is attached as Exhibit D. Our fiscal year ends on

December 31st. We have not been open and operating for three (3) full fiscal years and thus cannot provide additional financial statements at this time.

ITEM 22
CONTRACTS

The following agreements and other required exhibits are attached to this disclosure document in the pages immediately following:

Exhibit A: List of State Administrators/Agents for Service of Process
Exhibit B: Franchise Agreement
Exhibit C: State Addenda
Exhibit D: Financial Statements
Exhibit E: Table of Contents – Operations Manual
Exhibit F: List of Franchisees
Exhibit G: Franchisee Disclosure Questionnaire
Exhibit H: State Effective Dates

ITEM 23
RECEIPT

The receipt page is attached to the last page of this disclosure document. You must sign the receipt to acknowledge your receipt of this disclosure document.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

LIST OF STATE ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

CALIFORNIA Department of Financial Protection and Innovation 320 West Fourth Street, Suite 750 Los Angeles, California 90013-2344 (866) 275-2677 Agent: California Commissioner of Business Oversight	MARYLAND Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2020 (410) 576-6360 Agent: Maryland Securities Commissioner

HAWAII Commissioner of Securities Department of Commerce and Consumer Affairs 335 Merchant Street Honolulu, Hawaii 96813 (808) 586-2744 Agent: Commissioner of Securities of the Department of Commerce and Consumer Affairs	MICHIGAN Consumer Protection Division Antitrust and Franchise Unit Michigan Department of Attorney General 525 W. Ottawa Street, 6th Floor Lansing, Michigan 48913 (517) 373-7177 Agent: Michigan Department of Commerce Corporations and Securities Bureau

ILLINOIS Franchise Division Office of Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465 Agent: Illinois Attorney General	MINNESOTA Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 Agent: Minnesota Commissioner of Commerce
INDIANA Franchise Section Indiana Securities Division 302 West Washington Street Room E-111 Indianapolis, Indiana 46204 (317) 232-6681 Agent: Indiana Secretary of State Indiana Securities Division 201 State House Indianapolis, IN 46204	NEBRASKA Nebraska Department of Banking and Finance 1200 N Street P.O. Box 95006 Lincoln, Nebraska 68509-5006

NEW YORK NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 (212) 416-8236 Phone (212) 416-6042 Fax Agent: Attention: New York Secretary of State/ New York Department of State One Commerce Plaza, 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 (518) 473-2492	SOUTH DAKOTA c/o Division of Insurance Securities Regulation 124 S. Euclid Avenue, Suite 104 Pierre, South Dakota 57501 (605) 773-3563 Agent: Director of South Dakota Division Securities
NORTH DAKOTA North Dakota Securities Department State Capitol 600 East Boulevard Avenue Fifth Floor – Dept 414 Bismarck, North Dakota 58505-0510 (701) 328-4712 Agent: North Dakota Securities Commissioner	TEXAS Secretary of State P.O. Box 12887 Austin, Texas 78711
OREGON Department of Insurance and Finance Corporate Securities Section Labor and Industries Salem Building Oregon 97310 (503) 378-4387 Agent: Director of Oregon Department of Insurance and Finance	VIRGINIA State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9th Floor Richmond, Virginia 23219 (804) 371-9051 Agent: Clerk of the State Corporation Commission 1300 E Main St., 1st FL Richmond, VA 23219 (804) 371-9733
RHODE ISLAND Division of Securities John O. Pastore Complex - Bldg. 69-1 1511 Pontiac Avenue Cranston, RI 02920 (401) 462-9500 Agent: Director of Rhode Island Department of Business Regulation	WASHINGTON Director Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, Washington 98501 (360) 902-8760 Agent: Securities Administrator, Director of Department of Financial Institutions

WISCONSIN Securities and Franchise Registration Securities Division of the Wisconsin Department of Financial Institutions 201 W. Washington Ave., 3rd Floor Madison, Wisconsin 53703 (608) 266-8559 Agent: Wisconsin Commissioner of Securities	NORTH CAROLINA Department of the Secretary of State PO Box 29622 Raleigh, NC 27626-0622
CONNECTICUT State of Connecticut Department of Banking Securities & Business Investments Division 260 Constitution Plaza Hartford, CT 06103-1800 (860) 240-8230 Agent: Banking Commissioner	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE

The following terms are used throughout this Franchise Agreement, its Exhibits and Addenda, and are defined as follows:

1. Moves for Seniors Franchising Systems LLC, a Pennsylvania limited liability company, with its principal place of business at 274 Lancaster Ave., Suite 200, Malvern, PA 19355 (referred to in this Agreement as "we," "us," "ourselves," "Franchisor," or "Licensor").

2. _____ _____ (together referred to as the "Owners"), residents of the State of _____, and _____, a _____ company to be formed or already existing whose principal address is _____ (referred to in this Agreement as "you," "your," "Franchisee," or "Licensee").

3. This Franchise Agreement is made and entered into on the date executed by an authorized representative of Franchisor (the "Effective Date").

4. The "Initial Franchise Fee" referred to in Section 4.1 of the Franchise Agreement is $49,500.

5. The "Territory" referred to in Section 1.2 of the Franchise Agreement will be defined by the specific geographic area identified using commonly understood state, county, municipal, or postal area definitions, containing a population of approximately 200,000 individuals, as described on Exhibit 1.

MOVES FOR SENIORS®
FRANCHISE AGREEMENT

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Exhibit 1	-	Approved Location and Territory
Exhibit 2	-	Statement of Ownership Interest
Exhibit 3	-	Personal Guarantee
Exhibit 4	-	Form of Confidentiality Agreement
Exhibit 5	-	Form of General Release

MOVES FOR SENIORS®
FRANCHISE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into and made by and between Moves for Seniors Franchising Systems LLC, a Pennsylvania limited liability company ("we,' "us," "ourselves," or "Franchisor"), with its principal business address at 274 Lancaster Ave., Suite 200, Malvern, PA 19355, and _____, whose address is _____ ("you," "your," or "Franchisee") on the date signed herein by Franchisor (the "Effective Date").

BACKGROUND

A. Franchisor and/or its equity owner or affiliate, through the expenditure of considerable money, time and effort, has developed a business system (the "System") for the establishment, development and operation of businesses that offers a range of services focused on senior downsizing and moving, including, but not limited to, local moving, long-distance moving, specialty and special care shipping, consolidated shipping, containerized shipping, professional organizing, auto shipping, labor, storage, junk removal and estate sales services ("Moves for Seniors Business"). The System includes proprietary marks, recognized designs, décor and color schemes, distinctive specifications, equipment, display designs; know-how, trade secrets; uniform specifications of products and services; sales techniques, and merchandising, marketing advertising and inventory management systems; quality control procedures; and procedures for operation and management of Franchised Businesses. The Franchisor may periodically make changes to the System, including products, standards, signage, equipment, and fixtures requirements.

B. The System is identified by various trade names, trademarks and service marks used by Franchisor and its franchisees including, without limitation, the trademark "Moves for Seniors" and other identifying marks and symbols that Franchisor uses now or may later use as part of the System (the "Proprietary Marks"). An affiliate of Franchisor owns the rights to all the Proprietary Marks and Franchisor has the exclusive right to use the Proprietary Marks in the operation of the System. Franchisor and its affiliate intend to further develop and use the Proprietary Marks to identify to the public the source of the products and services marketed under the Proprietary Marks and Franchisor's standards of quality and service.

C. Franchisor is engaged in the business of granting franchises to qualified individuals and business entities to use the System and Proprietary Marks to operate a Moves for Seniors Business.

D. Franchisee has applied to Franchisor for a franchise to operate a Moves for Seniors Business using the System and Proprietary Marks and to receive the training, confidential information and other assistance Franchisor provides. Franchisor has approved Franchisee's application in reliance upon all of the representations made in the application.

In consideration of the mutual promises and commitments contained in this Agreement, together with other valuable consideration, the receipt and sufficiency of which is acknowledged, Franchisor and Franchisee agree as follows:

1. GRANT OF FRANCHISE

1.1 **Grant and Acceptance**. Franchisor grants to Franchisee, and Franchisee accepts, all subject to the terms of this Agreement, a franchise to establish and operate one Moves for Seniors Business, using the System and the Proprietary Marks pursuant to this Agreement (the "Franchised Business"). Franchisee recognizes that variations, modifications, additions and changes to the System and Proprietary Marks, may be required from time to time, in order to preserve or enhance the System. Franchisee agrees to promptly accept and comply with such variation, modification, addition or change(s) to the System and/or Proprietary Marks at Franchisor's sole expense.

1.2 **Territory**. Franchisee recognizes that the rights that are granted to Franchisee are for the operation of a Moves for Seniors Business, located in a specific territory, and cannot be transferred to an

alternative territory, without Franchisor's prior written consent. Franchisee shall establish the Franchised Business within the territory identified in Exhibit 1 to this Agreement (the "Territory").

1.2.1 Franchisee may only market to and solicit customers within the Territory. Franchisee is permitted to contact potential referral partners that are outside the Territory. Franchisee shall not contact the senior living buildings or communities outside the Territory or proactively or directly market to any potential end customers outside the Territory without our prior written consent, but Franchisee may service if they are referred to Franchisee by a referral partner.

1.3 **Reservation of Rights**. Franchisee acknowledges and agrees that Franchisor and any parties Franchisor designates will have the right to: (i) establish and operate, and license third parties the right to establish and operate, other Moves for Seniors Businesses using the Proprietary Marks and System at any location; (ii) acquire, merge with, engage in joint ventures with, or otherwise affiliate with, and thereafter own and operate and franchise others the right to own and operate, any business of any kind, including businesses that offer products that are similar to those provided by a Moves for Seniors Business; (iii) sell and distribute, directly or indirectly, or license others to sell and distribute, directly or indirectly, any products, services or merchandise, from any location or to any purchaser, through any channel or method of distribution (including, but not limited, to sales made by or through telemarketing, and/or on the internet); and (iv) engage in any other activities permitted by or otherwise not expressly prohibited under, this Agreement. Franchisee acknowledges and agrees that this Agreement does not grant it any right to (a) offer any product or service via e-commerce without prior approval by Franchisor, (b) establish an independent website or to establish a URL incorporating the Proprietary Marks or any variation thereof, or (c) distribute, market, or implement Franchisor's products and services in any channel of distribution not specifically identified in this Agreement.

1.4 **National Accounts**

We have the exclusive right to negotiate and enter into agreements or approve forms of agreement to provide services to regional or national businesses (each, a "National Account") customers. National Accounts may include any customer which on its own behalf or through agents, licensees, or other third parties owns, manages, controls or otherwise has responsibility for a business in more than one (1) location, for the benefit of the System, and regardless of the aggregate contract amount of the services to be performed. Any dispute as to whether a particular customer is a National Account shall be determined by us in our sole discretion and our determination shall be final and binding. Following the execution of a contract with or the acceptance of a bid by a National Account customer which contemplates the provision of services to one (1) or more National Account customers who are located in your Territory, we may, if you are qualified to perform the services and conditioned upon your substantial compliance with the terms of this Agreement and any other applicable agreements, provide you the opportunity to perform such services pursuant to the terms and conditions of the National Account contract or on such terms and conditions as we, at our sole discretion, determine are appropriate. You agree to provide all services to National Account customers in strict adherence to the Moves for Seniors System of performance and process standards and all service guidelines and performance standards of the National Account. You may be required to enter into a service agreement to participate in certain National Account programs.

If you are not able or not willing to provide services to a National Account customer in conformity with the terms and conditions of the National Account contract, or fail to make an election within the time we specify after being offered the opportunity, we have the right, exercisable in our sole discretion, to (i) provide, directly or through any affiliate or other franchisee or Franchisor operated location, services to the National Account customer; and/or (ii) contract with another party to provide such services to the National Account customer. In either event, neither you nor the Moves for Seniors Business shall be entitled to any proceeds from the provision of services provided to the customer of a National Account.

Although we are not required to do so, we reserve the right to manage any project or enterprise undertaken jointly by two or more Moves for Seniors Businesses and to limit, or prohibit, your negotiating directly with other Moves for Seniors Businesses on these jobs. You may solicit help from contractors and/or hire temporary staff for the purpose of completing a specific job, with our prior permission, however at no time shall your work force entirely consist of temporary or subcontracted labor. You may not service

a customer if doing so is beyond your current capabilities, or if it would otherwise disrupt the normal servicing of other existing customers.

2 TERM AND RENEWAL

2.1 **Term.** This Agreement grants rights to Franchisee for a period of five (5) years (the "Term") and is effective when signed by Franchisor.

2.2 **Renewal.** Franchisee shall have the right to renew this Agreement for one (1) successive, additional period of 5 years if the following conditions have been met:

2.2.1 Franchisee has given Franchisor written notice of its election to renew the franchise not less than six (6) months nor more than twelve (12) months prior to the expiration of the Term;

2.2.2 Franchisee has the right to continue to operate from its current business location for an additional five (5) years, or has secured a substitute premises that meets the requirements of the Franchisor;

2.2.3 Franchisee has completed all maintenance and refurbishments required by the Franchisor;

2.2.4 Franchisee is not in default of any provision of this Agreement or any other related agreement between Franchisee and Franchisor or its affiliates, either at the time Franchisee gives notice of its intent to renew or at any time after through the last day of the Term, and Franchisee has substantially complied with all these agreements during their respective terms;

2.2.5 Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor and/or its affiliates or otherwise pursuant to this Agreement;

2.2.6 Franchisee has executed, at the time of such renewal, Franchisor's then-current form of franchise agreement, the terms of which may vary materially from the terms of this Agreement and may include, without limitation, higher royalty and advertising fees. The renewal franchise agreement, when executed, shall supersede this Agreement in all respects;

2.2.7 Franchisee at its expense has satisfied Franchisor's then-current training requirements for new franchisees as of the date of the renewal;

2.2.8 Franchisee has executed a release of any and all claims against Franchisor and its affiliates, and their shareholders, members, officers, directors, agents, employees, attorneys and accountants arising out of or related to this Agreement or any related agreement. The release shall contain language and be of the form chosen by Franchisor, except the release shall not release any liability specifically provided for by any applicable state statute regulating franchising; and

2.2.9 Franchisee has paid Franchisor a renewal fee equal to $7,500.

2.3 **Failure to Renew**. Franchisee's failure to deliver the executed renewal franchise agreement (including the personal guarantee) and release required by Section 2.2 above within thirty (30) days after Franchisor delivers them to Franchisee for execution may be deemed, in the sole discretion of Franchisor, an election by Franchisee not to renew.

2.4 **Extension of Initial Term**. If Franchisor is in the process of revising, amending or renewing its Franchise Disclosure Document or registration to sell franchises in the state where the Franchised Business is located, Franchisor may, in its sole discretion, offer to extend the terms and conditions of this Agreement on a calendar-month-to-calendar-month basis, following the expiration of the Term.

3 LOCATION

Franchisee is granted a non-exclusive franchise, which permits the establishment of a single Franchised Business in the Territory at the location identified in Exhibit 1 to this Agreement or a location subsequently agreed upon in writing by Franchisor and Franchisee (the "Approved Location"). If the Approved Location is not identified in Exhibit 1 when the parties execute this Agreement, Franchisee shall find a location and submit it to Franchisor for approval.

4 FEES AND COSTS

4.1 **Initial Franchise Fee**. Franchisee shall pay Franchisor in cash or by certified check, at the time of execution of this Agreement, an initial franchise fee of $49,500 for a Franchised Business. The initial franchise fee is deemed fully earned by Franchisor upon payment and is nonrefundable under any circumstance.

4.2 **Royalty Fee**.

4.2.1 **Royalty**. For the first (1st) three (3) months of the Term, Franchisee shall pay to Franchisor a monthly royalty fee ("Royalty Payment") of eight percent (8%) of Gross Sales. Beginning on the fourth (4th) month of the Term, Franchisee shall pay to Franchisor a monthly royalty fee of the greater of eight percent (8%) of Gross Sales or $1,000 per month. As used in this Agreement, "Gross Sales" means all revenue you derive from operating the Franchised Business, whether from cash, check, credit, or barter transactions, but excluding federal, state, or municipal sales, use, or services taxes collected from customers and paid to the appropriate taxing authority, and excluding customer refunds, adjustments, credits and allowances actually made in compliance with the Operations Manual.

Royalty Payments are subject to an annual increase. Royalty Payments are non-refundable once paid.

4.2.2 **Payment; Reporting**. The Monthly Royalty Fee shall be paid by Franchisee and received by Franchisor no later than the first business day (or another day Franchisor specifies) following the start of the month.

4.2.3 **Single Operating Account; Electronic Funds Transfer**. Franchisee must deposit the proceeds of all sales from the operation of Franchisee's Moves for Seniors Business into one bank account within three (3) days of receipt, including cash, checks, and credit card receipts. Franchisee shall make suitable arrangements for on time delivery of payments due to or collected by Franchisor under this Agreement. If Franchisor directs, Franchisee shall designate an account at a commercial bank of its choice (the "Account") for Royalty Payments, Technology Fees, advertising contributions to the Brand Development Fund (defined in Section 4.3.3) and any other amounts due to Franchisor in connection with this Agreement and the Franchised Business. Franchisee shall furnish the bank with authorizations necessary to permit Franchisor to make withdrawals from the Account by electronic funds transfer. Franchisee shall bear any expense associated with these authorizations and electronic funds transfers. Franchisor may institute fees in Franchisor's discretion to cover bank charges and administration costs if the electronic funds transfer attempt is unsuccessful in whole or in part, or rejected, or if Franchisee closes the operating account, or any check or other means of payment used is returned not paid. Franchisor shall provide Franchisee with a written confirmation of electronic funds transfers, which may be made monthly and which Franchisor may send by facsimile, email, or other electronic means. You will immediately notify us of any change in your banking relationship, including changes in account number.

4.3 **Advertising.** Franchisee agrees to actively promote the Franchised Business and to abide by all of Franchisor's advertising requirements. Franchisee shall comply with each of its advertising and marketing obligations provided in this Agreement notwithstanding the payment by any other System franchisee(s) of greater or lesser advertising obligations or default of these obligations by any other franchisee(s).

4.3.1 **Generally.** With regard to advertising generally for the Franchised Business, Franchisee shall place or display on the exterior of the Franchised Business' vehicles only such signs, emblems, lettering, logos, displays and advertising or marketing materials as Franchisor approves in writing

from time to time. All advertising, marketing and promotion by Franchisee of any type shall be conducted in a dignified manner, shall coordinate and be consistent with Franchisor's marketing plans and strategies and shall conform to the standards and requirements Franchisor prescribes. Franchisee shall submit to Franchisor or its designee, at least thirty (30) days prior to their use, samples of all sales promotional materials and advertising desired to be used by Franchisee including, without limitation, newspaper, radio and television advertising, specialty and novelty items, signs, boxes, bags and other packaging which have not been previously approved by Franchisor or which were approved by Franchisor more than twelve (12) months before the proposed use. Franchisor has the right to condition its approval of any proposed advertising upon Franchisee's agreement to provide other System franchisees, whose franchised businesses are located within the circulation area of the proposed advertising, the opportunity to contribute to and to participate in such advertising. Franchisee shall not use any advertising or promotional materials which Franchisor has not approved in writing and Franchisee shall promptly discontinue use of any advertising or promotional materials previously approved, upon notice from Franchisor.

4.3.2 **Local Advertising.** You must spend the greater of three percent (3%) of Gross Sales or $750 per month on local advertising and promotion of your Franchised Business. All advertising must be conducted in accordance with the standards and requirements listed in the Operations Manual and/or separate documents provided by Franchisor to Franchisee, including all branding guidelines found therein.

4.3.4 **Brand Development Fund**.

4.3.4.1 Franchisor shall have the right to establish, administer and control the System's brand development fund (the "Brand Fund"). Franchisee agrees to contribute the greater of one percent (1%) of Gross Sales of the Franchised Business or $500 per month, to the Brand Fund. Brand Fund contributions shall be payable in the same manner Franchisee makes Royalty Payments or as otherwise directed by Franchisor. Franchisor will maintain contributions to the Brand Fund in a separate bank account. Although once established, Franchisor intends for the Brand Fund to be of perpetual duration, Franchisor maintains the right to terminate the Brand Fund or to create new Brand Fund accounts or merge accounts. Franchisor shall not terminate the Brand Fund until all money in the Brand Fund has been expended for advertising and/or marketing purposes or returned to contributors on the basis of their respective contributions. The money contributed to the Brand Fund shall not be considered to be trust funds. Franchisor and any designee shall not have to maintain the money in the Brand Fund in interest bearing accounts or obtain any level of interest on the money.

4.3.4.2 Brand Fund contributions may be used at Franchisor's discretion in the development, production and distribution of national, regional and/or local advertising, and in the creation of advertising materials and public relations which, in Franchisor's sole judgment, promote the products and services offered by System franchisees, including (i) development, production and distribution of national, regional and/or local advertising; (ii) the creation of advertising materials and public relations which, in Franchisor's sole judgment, promote the products and services offered by System businesses including development and production of advertising and marketing programs and materials,; (iii) purchase of media, field marketing programs and activities,; (iv) promotions, market research, new product research and development; (v) quality control, market research; (vi) talent fees; (vii) working with public relations firms; (viii) website development and maintenance, including search engine optimization ("SEO") and paid search advertising ("PPC"); and (ix) for related administrative, travel, and operating costs and overhead. Franchisor's decisions in all aspects related to the Brand Fund shall be final and binding.

Franchisor may charge the Brand Fund for the costs and overhead, if any, Franchisor incurs in activities reasonably related to the creation and implementation of the Brand Development Fund and the advertising and marketing programs for franchisees. These costs and overhead include the proportionate compensation of Franchisor's employees who devote time and render services in the conduct, formulation, development and production of advertising, marketing and promotion programs or who administer the Brand Fund.

Franchisor does not anticipate that any part of the contributions to the Brand Fund will be used for advertising that is principally a solicitation for the sale of additional franchises, but Franchisor reserves the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information

At Franchisee's request, Franchisor shall provide fiscal year end unaudited financial statements and an accounting of the applicable Brand Fund expenditures when available. Franchisee may have to purchase advertising materials produced by the Brand Fund or by Franchisor and Franchisor may make a profit on the sale. Franchisor reserves the right to include a message or statement in any advertisement indicating that franchises are available for purchase and related information.

4.3.4.3. The advertising and promotion Franchisor conducts is intended to maximize general public recognition and patronage of the System and its Moves for Seniors businesses generally in the manner that Franchisor determines to be most effective. Franchisor is not obligated to ensure that the expenditures from the Brand Fund are proportionate or equivalent to Franchisee's contributions or that the Franchised Business or any Moves for Seniors business shall benefit directly or pro rata or in any amount from the placement of advertising or other use of Brand Fund contributions.

4.3.5 **Special Promotional Programs**. From time to time, Franchisor may, in its sole discretion, establish special promotional campaigns applicable to the System as a whole or to specific advertising market areas. If Franchisee is required to participate in any special promotional programs, Franchisee shall be required to pay for the development, purchase, lease, installation and/or erection of all materials necessary to such promotional campaigns, including but not limited to counter cards, posters, banners, signs, photography or give-away items.

4.3.6 **Advertising Cooperatives**. Franchisor reserves the right to create a regional advertising cooperative and require Franchisee to contribute to the advertising cooperative in Franchisor's sole discretion. The amount contributed to the cooperative will proportionally reduce your minimum required local advertising spend.

4.3.7 **Website Requirements**. Franchisee shall not develop, own or operate any website, social media or other online presence using the Proprietary Marks or otherwise referring to the Franchised Business or the products or services sold under the System (the "Website") without Franchisor's prior written approval. All content of the Website is deemed to be advertising and must comply with the requirements Franchisor establishes for websites in the Operations Manual or otherwise. If Franchisor requires, Franchisee shall establish the Website as part of the website(s) established by Franchisor or the Brand Development Fund or Franchisor's designee establishes. Franchisee shall establish electronic links to Franchisor's website(s) or any other website Franchisor designates. To the extent Franchisor establishes a landing page or lead form for Franchisee on Franchisor's website, all such digital efforts, including, but not limited to, SEO and PPC, will be owned solely by Franchisor,

4.3.8 **Online Advertising and Electronic Communications**. Franchisor shall retain the exclusive right to develop and control the content of all online and other electronic advertising for System businesses. Except as otherwise set forth in the Operations Manual or as otherwise approved in writing by Franchisor, Franchisee may not, directly or indirectly, establish, operate, maintain, register or sponsor any of the following to promote the business, the System or otherwise display the Proprietary Marks: a domain name, social networking platform, blog, messaging system, e-mail account, user name, text address, mobile application, web page, website or internet site, other electronic, or any other mobile or internet presence (collectively, "Electronic Communications"). Franchisee and its employees may not post or blog comments about the business or the System through any Electronic Communications, without Franchisor's prior written approval.

4.4 **Collection Costs, Attorneys' Fees, Interest.** Any late payment or underpayment of the Royalty Payment, advertising contributions and any other charges or fees due to Franchisor or its affiliates from Franchisee, shall bear interest from the due date until paid at the lesser of 18% interest per year or the highest lawful interest rate which may be charged for commercial transactions in the state in which the Franchised Business is located. If Franchisor engages an attorney to collect any unpaid amounts under this Agreement or any related agreement (whether or not formal judicial proceedings are initiated), Franchisee shall pay all reasonable attorneys' fees, court costs and collection expenses incurred by Franchisor. If Franchisee is in breach or default of any non-monetary material obligation under this Agreement or any related agreement, and Franchisor engages an attorney to enforce its rights (whether or

not formal judicial proceedings are initiated), Franchisee shall pay all reasonable attorneys' fees, court costs and litigation expenses incurred by Franchisor. If Franchisee institutes any legal action to interpret or enforce the terms of this Agreement, and the claim of Franchisee in such action resolved in favor of Franchisor or the action is dismissed, Franchisor shall be entitled to recover its reasonable attorneys' fees, and all other reasonable costs and expenses incurred in defending the action and may have the amount awarded as part of the judgment in the proceeding.

4.5 **Audit**. Franchisee shall maintain accurate business records, reports, correspondence, accounts, books and data relating to Franchisee's operation of the Franchised Business. At any time during normal business hours, Franchisor or its designee may enter the Franchised Business or any other premises where these materials are maintained and inspect and/or audit Franchisee's business records and make copies to determine if Franchisee is accurately maintaining same. Alternatively, upon Franchisor's request, Franchisee shall deliver these materials to Franchisor or its designee if Franchisor requests. If any audit reveals that Franchisee has understated any amounts owed to Franchisor by two percent (2%) or more, or if Franchisee has failed to submit reports and/or remittances to Franchisor for any two (2) reporting periods, or Franchisee does not make these materials available, Franchisee shall pay the reasonable cost of the audit and/or inspection, including the cost of auditors and attorneys, incurred by Franchisor, together with amounts due for royalty and other fees as a result of such understated amounts owed to us, including interest from the date when the amounts owed to us should have been reported.

4.6 **Financial Records and Reports.** Franchisee shall maintain for at least five (5) fiscal years from their production, or any longer period required by law, complete financial records for the operation of the Franchised Business in accordance with generally accepted accounting principles and shall provide Franchisor with: (i) sales information in the form specified by Franchisor for sales and services rendered during the preceding month, indicating all monies received or accrued, sales or other services performed during the relevant period, and such other additional information as may be required by any such report forms furnished by Franchisor which Franchisor deems necessary to properly evaluate the progress of Franchisee, which Franchisor may access on a regular basis through the point of sale system or other equipment used in connection with the recording of Franchisee's Gross Sales; (ii) unaudited annual financial reports and operating statements in the form specified by Franchisor, prepared by a certified public accountant or state licensed public accountant, within sixty (60) days after the close of each fiscal year of Franchisee; (iii) state and local sales tax returns or reports within 15 days after their timely completion; (iv) federal, state and local income tax returns for each year in which the Franchised Business is operated within sixty (60) days after their timely completion; and (v) such other reports as Franchisor may from time to time require, in the form and at the time prescribed by Franchisor. To assist Franchisee in recording and keeping accurate and detailed financial records for reports and tax returns, Franchisor, at its discretion, may specify the form in which the business records are to be maintained, provide a uniform set of business records to be used by Franchisee, and specify the equipment and software to be used in connection with the recording of Gross Sales. Franchisee shall transmit, permit Franchisor to call in or "poll" Franchisee's computer, make the information available on Franchisor's intranet, or otherwise make available to Franchisor as Franchisor directs, any original records, information or reports for any time periods and using the format or software Franchisor requires. Franchisor may obtain Gross Sales and other information from Franchisee by calling in to Franchisee's computer by modem or other similar means, from a remote location, without the need for consent, at the times and in the manner as Franchisor specifies, in Franchisor's sole discretion, and Franchisee shall maintain the required hardware, software, firmware and telecommunications infrastructure products and support services to allow remote access by Franchisor. Franchisor shall have independent access to Franchisee's accounting software package.

4.6.1 **Bookkeeping**. Franchisee must use Franchisor's designated version online software program for monthly financial reconciliation and reporting services. Franchisee must provide timely monthly financial information and supporting detail to Franchisor for the preparation of financial reports to be delivered by the 21st of each subsequent month. Franchisee is solely responsible for all costs and expenses incurred in utilizing the services of the software package vendor. Upon Franchisee's failure to comply with this Section 4.6.1, at Franchisor's sole discretion, Franchisor may require Franchisee to use a bookkeeping firm for the timely provision of financial information to Franchisor.

4.7 **Taxes on Payments to Franchisor**. The Franchisee shall reimburse the Franchisor, or its affiliates, promptly and when due, the amount of all sales tax, use taxes, personal property taxes and similar taxes imposed upon, required to be collected or paid by the Franchisor or its affiliate, on account of goods or services furnished by the Franchisor or its affiliates, to Franchisee, through sale, lease or otherwise.

4.8 **Technology Fees**. Franchisee shall pay Franchisor a monthly technology fee of $395 ("Technology Fee"). Payment of the first Technology Fee will be drawn on Franchisee's first ACH draw after opening and will be based on the timing of the execution date of this Agreement. The Technology Fee is subject to change at any time during the Term as new and different technologies are adopted from time to time and Franchisor reserves the right to increase the Technology Fee up to twenty percent (20%) each year upon notice to Franchisee, but shall not exceed $1,500 per month during the Term.

Franchisee must acquire computer hardware equipment, software, printer, scanner, telecommunications infrastructure products and credit card processing equipment and support services we require in connection with the operation of your Franchised Business. Franchisee is required to subscribe to our and utilize our required operational software, which includes HubSpot CRM, and Intuit QuickBooks Online Plus Business Package. The cost of this software includes a start-up fee which is a component of the initial franchise fee. We collect the Technology Fee on your behalf and remit the same to our vendors and suppliers, provided, that, Franchisee shall purchase the required accounting software from QuickBooks, directly.

4.9 **Operational Support Fee**. Franchisor's affiliate, Transit Systems, Inc., a Pennsylvania corporation ("TSI"), is the only approved supplier for fulfilling services booked by Franchisee. The price paid by Franchisee to TSI, includes the actual vendor (supplier) cost plus an operational support fee ("Operational Support Fee"), which covers vendor recruitment, pricing negotiations, scheduling of services, securing insurance (as applicable), communicating updates with respect to pickup and delivery timing, managing availability updates, and more. The Operational Support Fee is market competitive and commercially reasonable, and varies based on the services requested by customer, project complexity, and local market conditions.

5 FRANCHISOR SERVICES

5.1 **Training**.

5.1.1 **Initial Training**. Franchisor shall provide, either itself or through its designee, an initial training program to be held through a combination of self-directed online courses, remotely through virtual meetings and videos, and on-site field training, at the times and places Franchisor shall designate. Franchisor shall schedule an initial training program, at Franchisor's convenience, between the time Franchisee signs this Agreement and the time Franchisee is scheduled to open the Franchised Business. Franchisee, Franchisee's Operating Principal, General Manager (as applicable) and head of sales, shall attend and complete the initial training program to Franchisor's satisfaction prior to the opening of the Franchised Business. Franchisee shall be responsible for the personal expenses, including transportation to and from the training site and lodging, meals, and salaries during training, for individuals attending training. The initial training fee for up to three (3) people is $10,000. If initial training is otherwise required for any additional owners or employees of Franchisee, Franchisee shall pay Franchisor's then-current tuition for each person to attend the additional initial training program. Each of Franchisee's additional and/or replacement General Managers shall attend and complete to Franchisor's satisfaction Franchisor's initial training program prior to assuming management responsibility.

5.1.2 **Refresher Courses; Supplemental Training**. Franchisor reserves the right to offer refresher courses and supplemental training programs, which may be optional or mandatory, from time to time, to Franchisee, its Operating Principal if Franchisee is a business entity, its General Manager (if applicable) and/or its employees. Franchisee shall be responsible for the personal expenses, including transportation to and from the training site and lodging, meals, and salaries during training, for individuals attending any refresher or supplemental training. Franchisee shall pay Franchisor's then-current tuition or fee for any individual attending refresher courses or supplemental training.

5.2 **Inventory.** Franchisor shall consult with Franchisee about the initial inventory, supplies and equipment which Franchisee must acquire prior to the opening of the Franchised Business and provide Franchisee with a list of approved vendors.

5.3 **Continuing Consultation and Advice**. In addition to the assistance rendered to Franchisee prior to opening and in connection with the grand opening, Franchisor shall provide Franchisee continuing consultation and advice as Franchisor deems advisable during the term of this Agreement regarding services, sales techniques, personnel development and other business, operational and advertising matters that directly relate to the Franchised Business. Such assistance may be provided by telephone, facsimile, email, postings to Franchisor's intranet, periodically through on-site assistance by appropriate personnel of Franchisor, and/or other methods. Franchisor will furnish Franchisee with any specifications for required products and services, including recommendations regarding pricing. Franchisor will review and approve or disapprove any advertising and/or promotional materials proposed and administer the Brand Fund. Franchisee is responsible to pay Franchisor's costs and expenses in providing on-site assistance as well as its then-current fees, if any. Franchisor may also require Franchisee to attend a national business meeting or annual convention, at a location designated by Franchisor. Attendance by Franchisee or its Operating Principal, as well as the General Manager (if applicable) may be mandatory, and the cost of travel, lodging and associated expenses will be the responsibility of Franchisee.

5.4 **Operations Manual**. Franchisor shall loan or otherwise provide access by Franchisee to one (1) copy of a specifications, operations and procedures manual, and one (1) copy of other books, binders, videos or other electronic media, intranet postings and other materials, and appropriate revisions as may be made from time to time, referred to collectively as the " Operations Manual". Franchisee shall operate the Franchised Business in strict compliance with the Operations Manual. From time-to-time Franchisor may, through changes in the Operations Manual or by other notice to Franchisee, change any standard or specification or any of the Proprietary Marks applicable to the operation of the Franchised Business or change all or any part of the System, and Franchisee shall take all actions, at Franchisee's expense, to implement these changes as provided in Section 6.8. Franchisor may vary the standards and specifications to take into account unique features of specific locations or types of locations, special requirements and other factors Franchisor considers relevant in its sole discretion. The Operations Manual shall be confidential and at all times remain the property of Franchisor. Franchisee shall not make any disclosure, duplication or other unauthorized use of any portion of the Operations Manual. The provisions of the Operations Manual constitute provisions of this Agreement as if fully set forth in this Agreement. Franchisee shall insure that its copy of the Operations Manual is current and up-to-date. If there is a dispute relating to the contents of the Operations Manual, the master copy maintained by Franchisor at its principal office shall be controlling. Franchisor may elect to provide the Operations Manual solely through Franchisor's website(s) and/or intranets or other electronic means without any need to provide Franchisee with a paper copy or other physical format.

6 FRANCHISE SYSTEM STANDARDS

6.1 **Opening for Business**. Franchisee shall commence operation of the Moves for Seniors Business within 60 days after the execution of this Agreement. Franchisee shall not open the Franchised Business for business until Franchisee has complied with Franchisor's requirements for opening, and Franchisor has granted Franchisee written permission to open, unless Franchisor otherwise provides in writing. Franchisor's opening requirements include (i) the Moves for Seniors Business complies with Franchisor's standards and specifications, (ii) Franchisee and all required personal have satisfactorily completed Franchisor's pre-opening training requirements, (iii) Franchisee has paid the initial franchise fee and any other amounts due to Franchisor; and (iv) Franchisee has provided Franchisor with copies of all required insurance policies and evidence of coverage and premium payment. If the Franchised Business is not open for business within 120 days of signing the Franchise Agreement, Franchisor has the right to terminate the Franchise Agreement.

6.2 **Compliance with Standards**. Franchisee acknowledges that its obligations under this Agreement and the requirements of Franchisor's Operations Manual are reasonable, necessary and desirable for the operation of the Franchised Business and the System. Franchisee shall strictly adhere to the System and System standards.

Franchisee agrees to adhere to Franchisor's standards and specifications as set forth in this Agreement and the Operations Manual. Franchisee shall purchase only products, equipment, signs, branded products, inventory, supplies, software and logo-imprinted products, which Franchisor approves, including purchasing from approved suppliers or a designated sole supplier for any items. Franchisor and its affiliates may be an approved supplier or designated sole supplier for any purchases of products or services, and may obtain revenue from Franchisee and make a profit. Franchisee may purchase or obtain these products through Franchisor or a supplier approved by Franchisor. If Franchisor has not designated an approved supplier for a particular product, Franchisee shall purchase these products only from suppliers that meet Franchisor's standards and specifications.

Franchisee may request approval of a supplier under Franchisor's published procedures, which include inspection of the proposed supplier's facilities and testing of product samples. Franchisor or the independent testing facility Franchisor designates may charge a fee for the testing. Franchisor may also charge a fee, currently a minimum of $500, for Franchisor's services in making a determination on the proposed supplier, including the costs of inspection of the supplier's facilities, evaluation of the test results, and a background check of the supplier. Any such fee will be refundable if the supplier or product tested is approved for use by the Franchisor for the entire System. Franchisor reserves the right, at its option, to reinspect the facilities and products of any approved supplier, and to revoke approval if the supplier fails to continue to meet any of Franchisor's criteria. Franchisor may receive fees and other payments from suppliers and others in connection with Franchisee's purchases and may use the fees for Franchisor's own purposes.

6.3 **Operations.**

6.3.1 Franchisee shall operate the Franchised Business for at least those hours and days specified by Franchisor in the Operations Manual.

6.3.2 Franchisee shall maintain the Franchised Business' vehicles in a clean, safe and attractive manner, and in accordance with all applicable requirements of law and the Operations Manual. Franchisee and its employees shall give prompt, courteous and efficient service to its customers and shall otherwise operate the Franchised Business so as to preserve, maintain and enhance the reputation and goodwill of the System.

6.3.3 Franchisee shall operate the Franchised Business in conformity with the highest ethical standards and sound business practices and in a manner that shall enhance the System. Franchisee shall employ a sufficient number of qualified, competent people to satisfy the demand for the operation of the Franchised Business. Franchisor may designate System standards to regulate or provide guidance for the Franchised Business. Franchisee shall be solely responsible for all employment decisions and functions, including hiring, firing, discipline, supervision, setting terms of employment and compensation and implementing a training program for employees of the Franchised Business in accordance with training standards and procedures Franchisor specifies in order for Franchisee to conduct Franchised Business at all times in compliance with Franchisor's requirements. Franchisee shall never represent or imply to prospective employees and employees that they shall be or are employed by Franchisor.

6.3.5 Franchisee shall operate and maintain the Franchised Business at all times in compliance with any and all applicable health, safety, laws and regulations prescribed by Franchisor and by any governmental authority. If the Franchised Business is subject to any inspection by any governmental authorities under which it may be rated in one or more than one classification, it shall be maintained and operated so as to be rated in the highest available classification with respect to each governmental agency inspecting the Franchised Business. In addition, Franchisee shall comply with any higher standards that Franchisor may prescribe.

6.3.6 Franchisee shall, at its expense, repair and replace equipment, software, and signs as necessary to maintain the Franchised Business and its vehicles in first class condition, as Franchisor may direct.

6.3.7 Franchisee shall fully participate in all required national buying or vendor programs.

6.3.8 Franchisee authorizes the release of all supplier records to Franchisor without notice to Franchisee. Franchisee grants Franchisor the right to communicate with suppliers without notice to Franchisee, and to obtain and examine all records of any supplier relating to Franchisee's purchases from the supplier.

6.3.9 Franchisee must install and maintain adequate security measures and devices necessary to protect the customer data of the Franchised Business from unauthorized access or disclosure. Franchisee may not sell or disclose to any third party, any personal or aggregate information concerning any customers. Franchisor or its affiliate shall own all data Franchisee collects from its customers of the Franchised Business or through marketing. Franchisee only has the right to use customer data in connection with the Franchised Business, while the Franchise Agreement is in effect. In the event of a transfer, pursuant to Section 8 of this Agreement, Franchisee may transfer the customer data to the new owner as part of the going concern value of the Franchised Business.

6.4 **Applicable Laws.** Franchisee shall investigate, keep informed of and comply with all applicable federal, state and local laws, ordinances and regulations affecting the Franchised Business, including those related to motor vehicle license requirements and those laws related to employment and personnel practice and policies. If these legal requirements impose a greater standard or duty than Franchisor requires in the Operations Manual or elsewhere, Franchisee must comply with the greater standard or duty and notify Franchisor in writing promptly after Franchisee becomes aware of the discrepancy. Franchisee shall obtain and maintain at all times any and all applicable permits and licenses required to operate the Franchised Business.

6.5 **Trade Secrets and Confidential Information**. The System is unique and the Operations Manual, Franchisor's trade secrets, copyrighted materials, methods and other techniques and know-how are the sole, exclusive and confidential property of Franchisor, and are provided or revealed to Franchisee in confidence ("Confidential Information"). Franchisee shall use the Confidential Information only for the purposes and in the manner authorized in writing by Franchisor, and its use shall inure to the benefit of Franchisor. Franchisee shall not contest, directly or indirectly, Franchisor's ownership of or right, title or interest in Franchisor's trade secrets, methods or procedures, or contest Franchisor's right to register, use or license others to use any of such trade secrets, methods and procedures. Franchisee, including its officers, directors, shareholders, partners, and employees, and any of their immediate family, heirs, successors and assigns, is prohibited from using and/or disclosing any Confidential Information in any manner other than as permitted by Franchisor in writing.

Franchisor's trade secrets consist of, without limitation, sales techniques, advertising formats, accounting systems, operations systems, policies, procedures, systems, compilations of information, records, specifications, manuals, methods for using the intellectual property, data and other confidential information which have been developed by Franchisor or its affiliates for use in the operation of the Moves for Seniors Business. Franchisee also acknowledges and agrees that certain information, including (i) current customer and prospective customer names and addresses, (ii) customer purchasing history, (iii) rates charged to customers; and (iv) CRM reports, also constitute Franchisor's trade secrets and Confidential Information, and are property of Franchisor.

Franchisee shall inform all employees before communicating or divulging any Confidential Information to them of their obligation of confidence. In addition, subject to applicable law, Franchisee shall obtain a written agreement, in form and substance satisfactory to Franchisor, from Franchisee's employees and any other person having access to the Operations Manual or to whom Franchisee wishes to disclose any Confidential Information that they shall maintain the confidentiality of the Confidential Information and they shall recognize Franchisor as a third-party beneficiary with the independent right to enforce the covenants either directly in Franchisor's own name or as a third party beneficiary. Franchisee must restrict access to the Operations Manual to management level employees who sign a confidentiality agreement. An example of a written agreement currently considered satisfactory is the Confidentiality Agreement attached as Exhibit 4. Franchisee shall retain all executed Confidentiality Agreements with Franchisee's business records for the time period specified in the Operations Manual. Franchisee shall enforce all

covenants and shall give Franchisor notice of any breach or suspected breach of which Franchisee has knowledge.

6.6 **Proprietary Marks and Intellectual Property**.

6.6.1 **Ownership**. Nothing in this Agreement assigns or grants to Franchisee any right, title or interest in or to the Proprietary Marks, Confidential Information or other intellectual property of the Franchisor, it being understood that all rights relating thereto are reserved by Franchisor and its affiliates, except for Franchisee's license to use the Proprietary Marks only as specifically and expressly provided in this Agreement. Franchisee's use of the Proprietary Marks shall inure to the benefit of Franchisor and Franchisor's affiliates, and Franchisee shall not at any time acquire any rights in the Proprietary Marks. Franchisee shall not challenge the title or rights of Franchisor or its affiliates in and to the Proprietary Marks or do any act to jeopardize or diminish the value of the Proprietary Marks. All goodwill associated with the Proprietary Marks and Franchisor's and its affiliates' copyrighted material, including any goodwill that might be deemed to have arisen through Franchisee's activities, inures directly and exclusively to the benefit of Franchisor and its affiliates. Franchisee shall execute from time to time any and all other or further necessary papers, documents, and assurances to effectuate the intent of this Section and shall fully cooperate with Franchisor and its affiliates or any other franchisee of Franchisor in securing all necessary and required consents of any state agency or legal authority to the use of any of the Proprietary Marks. Franchisor reserves the right to substitute different Proprietary Marks for use in identifying the System and the businesses operating under its System if the current Proprietary Marks no longer can be used, or if Franchisor, in its sole discretion, determines that substitution of different Proprietary Marks shall be beneficial to the System. Franchisee shall bear the cost and expense of all substitutions.

6.6.2 **Protection**. Franchisee shall promptly notify Franchisor of any infringement of, or challenge to, the Proprietary Marks, and Franchisor shall in its discretion take the action it deems appropriate. If Franchisor, in its sole discretion, determines that Franchisee has used the Proprietary Marks in accordance with this Agreement, Franchisor shall indemnify and hold Franchisee harmless from any suits, proceedings, demands, obligations, actions or claims, including costs and reasonable attorneys' fees, for any alleged infringement under federal or state trademark or patent law arising solely from Franchisee's use of the Proprietary Marks in accordance with this Agreement or as otherwise set forth by Franchisor in writing if Franchisee has promptly notified Franchisor of such claim and cooperated in the defense of any claim. If Franchisor undertakes the defense or prosecution of any litigation pertaining to any of the Proprietary Marks, Franchisee agrees to execute any and all documents and do such acts and things as may, in the opinion of counsel for Franchisor, be necessary to carry out such defense or prosecution.

6.6.3 **Advertising**. All advertising that displays the Proprietary Marks shall comply with any standards for use of the Proprietary Marks established by Franchisor as set forth in the Operations Manual or otherwise. All such advertising shall be subject to Franchisor's prior written approval as provided in Section 4.3.1. Franchisor reserves the right to approve all signs, stationery, business cards, forms, and other materials and supplies bearing the Proprietary Marks. Franchisee shall use the Proprietary Marks, including, without limitation, trade dress, color combinations, designs, symbols, and slogans, only in the manner and to the extent specifically permitted by this Agreement, the Operations Manual or by prior written consent of Franchisor. All advertising, publicity, signs, decorations, furnishings, equipment or other materials using in any way the words "Moves for Seniors" or any derivative thereof or any other Proprietary Mark shall be submitted to and approved by Franchisor prior to first publication or use.

6.6.4 **Franchisee's Name**. Franchisee agrees not to use the Proprietary Marks or any part of a Proprietary Mark in its corporate name. The corporate and all fictitious names under which Franchisee proposes to do business must be approved in writing by Franchisor before use. Franchisee shall use its corporate name either alone or followed by the initials "D/B/A" and the business name of **"**Moves for Seniors". Franchisee shall register at the office of the county in which the Franchised Business is located or such other public office as provided for by the laws of the state in which the Franchised Business is located as doing business under such assumed business name.

6.6.5 **Independent Status**. All stationery, business cards and contractual agreements into which Franchisee enters shall contain Franchisee's corporate or fictitious name and a conspicuously displayed notice that Franchisee operates the Franchised Business as an independently owned and

operated franchise of Franchisor. Franchisee shall prominently display, a statement that clearly indicates that the Franchised Business is independently owned and operated by Franchisee as a System Franchise.

6.6.6 **Authorized and Unauthorized Use**. At Franchisor's direction, Franchisee shall use the Proprietary Marks in conjunction with the symbol "SM," "TM" or "®", as applicable, in order to indicate the registered or unregistered status of the Proprietary Marks. Franchisee shall not use any of the Proprietary Marks in connection with the offer or sale of any unauthorized products or services or in any other manner not explicitly authorized in writing by Franchisor.

6.6.7 **Franchisor's Use of Marks.** Franchisor and its affiliates may use and register the Proprietary Marks as it deems advisable in its discretion including without limitation, developing and establishing other systems using the same or similar Proprietary Marks alone or in conjunction with other marks and granting licenses and/or franchises in connection with the same or similar Proprietary Marks without providing any rights to Franchisee.

6.7 **Inspection**. During normal business hours and without prior notice, Franchisor or its representatives or agents shall have the right to observe the Franchised Business, inspect Franchisee's records, interview Franchisee's employees and customers and observe the manner in which Franchisee operates the Franchised Business. Franchisee shall allow Franchisor or its representatives or agents to make extracts from or copies of any records. Franchisee shall allow Franchisor or its representatives or agents to take photographs, videos or any electronic record of the Moves for Seniors Business. Franchisor shall have the exclusive right to use any photograph, video, electronic record or other material prepared in connection with an inspection and to identify the Franchised Business and Franchisor shall not have any obligation to obtain authorization, or to compensate Franchisee in any manner, in connection with the use of these materials for advertising, training or other purposes.

6.8 **Changes to the System**. Franchisor may, from time to time, change the standards and specifications applicable to operation of the Franchised Business, including the services, products, supplies, signs, fixtures, and equipment, by written notice to Franchisee or through changes in the Operations Manual. Franchisor also may from time to time eliminate and introduce new products, services and other items. Franchisee shall cease offering such products and services discontinued by Franchisor immediately, and immediately revise any changed products and services. Franchisee shall commence offering and selling any product or service within fifteen (15) days of notification from Franchisor. Franchisee may incur an increased cost to comply with such changes, and Franchisee shall accept and implement such changes at its own expense as if they were part of the System when this Agreement was executed, including discontinuing or modifying the use of or substituting any of the Proprietary Marks; provided, however, that any such change shall not materially alter Franchisee's fundamental rights under this Agreement.

6.9 **Authorized Products, Services, Supplies and Equipment.**

6.9.1 Franchisee shall offer and sell all products, services, supplies, equipment and related items that Franchisor prescribes. Franchisee shall have the right to suggest new services, products, or other developments to Franchisor for use in Franchisee's and other System Moves for Seniors businesses. Franchisee shall have no right to offer any products or services to its customers or use any new developments until Franchisor has had the opportunity to evaluate the new services, products, or developments and provide Franchisee written approval for their use and standards and specifications with respect to their use. All new services, products, or other developments, whether they be of Franchisee's, its principals' or employees' original design or variations of existing products, services or techniques, shall be deemed works made for hire and Franchisor shall own all rights in them. If these services, products or developments do not qualify as works made for hire, by signing this Agreement, Franchisee assigns to Franchisor ownership of any and all rights in these services, products, or developments and the goodwill associated with them. Franchisee shall receive no payment or adjustment from Franchisor in connection with any new services, products, or other developments.

6.9.2 Franchisor shall have the exclusive right in its sole discretion to vary from the authorized services and products for the Franchised Business. Complete and detailed uniformity under many varying conditions may not always be possible or practical and Franchisor reserves the right and

privilege, at its sole discretion, to vary not only the products and services but other standards for any System franchisee based upon the customs or circumstances of a particular site or location, density of population, business potential, population of trade area, existing business practices, or any condition which Franchisor deems to be of importance to the operation of that franchisee's business.

6.9.3 Franchisee shall obtain and at all times use equipment and supplies as Franchisor specifies, and only such equipment and supplies. Prior to opening the Franchised Business, Franchisee shall obtain such equipment and supplies as Franchisor specifies. As an item of equipment may become obsolete or inoperable, Franchisee shall replace the item with the types and kinds of equipment then being used in new Moves for Seniors businesses at the time of replacement.

6.9.4 Franchisee acknowledges that Franchisor requires the use of a point of sale (POS) system and a backroom computer system for use in connection with the System. Franchisee shall acquire computer hardware equipment, software, telecommunications infrastructure products and credit card processing equipment and support services as Franchisor reasonably requires in connection with the operation of the Franchised Business and all additions, substitutions and upgrades Franchisor shall specify. Franchisee's computer system must be able to send and receive email and attachments on the internet and provide access to the World Wide Web and otherwise support Franchisor's then-current information technology system. Franchisor shall have the right to access information related to operation of the Franchised Business, from a remote location, without the need for consent, at such times and in such manner as Franchisor shall require, in its sole discretion.

6.10 **Inventory.** Prior to commencement of operation of the Franchised Business and throughout the term of this Agreement, Franchisee shall have in stock at least a minimum inventory of equipment and supplies, including a vehicle, and other inventory in the amount set forth in this Agreement or the Confidential Operations Manual. This inventory may be purchased from or through Franchisor, its affiliate or an approved supplier other than Franchisor or its affiliate as provided in Section 6.2. Franchisee shall at all times maintain on hand a selection of inventory sufficient to satisfy, in Franchisor's judgment, the reasonable demand of Franchisee's customers. Franchisee specifically agrees to maintain certain inventory as specified by Franchisor from time to time. Franchisee acknowledges and agrees that Franchisor and other suppliers may require Franchisee to pay cash on delivery (C.O.D.) for purchases of inventory and shipping and that inventory may be shipped F.O.B. point of origination, and Franchisee shall comply with such requirements. Payment for all goods and services which Franchisee purchases from Franchisor shall be due and payable in accordance with Franchisor's then-current policy.

6.11 **Technology.** Franchisee and Franchisor acknowledge and agree that changes to technology are dynamic and not predictable within the term of this Agreement. In order to provide for inevitable but unpredictable changes to technological needs and opportunities, Franchisee agrees that Franchisor shall have the right to establish, in writing, reasonable new standards for the implementation of technology in the System; and Franchisee agrees that it shall abide by those reasonable new standards established by Franchisor as if this Agreement were periodically revised by the Franchisor for that purpose.

6.12 **Pricing.** Franchisor may exercise rights with respect to the pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which Franchisee may charge customers for the products and/or services offered and sold by the Franchised Business; recommending retail prices; advertising specific retail prices for some or all products or services sold by the Franchised Business, which prices Franchisee will be compelled to observe; engaging in marketing, promotional and related campaigns which Franchisee must participate in and which may directly or indirectly impact Franchisee's retail prices; and, otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which the Franchised Business may charge the public for the products and services it offers. Franchisor may engage in any such activity either periodically or throughout the term of this Agreement. Further, Franchisor may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchisees and not others. Franchisee acknowledges and agrees that any maximum, minimum or other prices Franchisor prescribes or suggests may or may not optimize the revenues or profitability of the Franchised Business and Franchisee irrevocably waives any and all claims arising from or related to Franchisor's prescription or suggestion of the Franchised Business's retail prices.

6.13 **Pending Actions**. Franchisee shall notify Franchisor, in writing, within five (5) days of the commencement of any action, suit or proceeding and of the issuance of any order, suit or proceeding of any court, agency or other governmental instrumentality which may adversely affect the operation or financial condition of Franchisee or the Franchised Business.

6.14 **Management.** Franchisee acknowledges that proper management of the Franchised Business is extremely important. Franchisee is responsible for the management, direction and control of the Franchised Business. If Franchisee is an entity, Franchisee must appoint and maintain throughout the Term an Operating Principal (the "Operating Principal"), who must be an equity owner of Franchisee. The Operating Principal is identified on Exhibit 2 to this Agreement. The Operating Principal shall have the authority to bind Franchisee in all operational decisions regarding the Franchised Business. Franchisor shall have the right to rely on any statement, agreement or representation made by the Operating Principal. If the Operating Principal is not involved in the Franchised Business' day-to-day operation, the Franchised Business must be under the supervision of a general manager, who reports to the Operating Principal (the "General Manager"). The General Manager must devote his or her full time and best efforts to the job. If the General Manager has not been determined, Franchisee shall notify Franchisor of the identity of the General Manager as soon as determined. The Franchised Business shall be under the supervision of the Operating Principal or a General Manager at all times. The General Manager must have successfully completed Franchisor's training requirements. Franchisee, Operating Principal and General Manager shall not engage in or be connected with any other business or activity that interferes with the Franchised Business.

7 ACKNOWLEDGMENTS OF FRANCHISEE.

7.1 **Independent Contractor Status.** Franchisee understands and agrees that Franchisee is and will be Franchisor's independent contractor under this Agreement. Nothing in this Agreement may be construed to create a partnership, joint venture, agency, employment or fiduciary relationship of any kind. None of Franchisee's employees will be considered to be Franchisor's employees. Neither Franchisee nor any of Franchisee's employees whose compensation Franchisee pay may in any way, directly or indirectly, expressly or by implication, will be construed to be Franchisor's employee for any purpose, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisor will not have the power to hire or fire Franchisee's employees. Franchisee expressly agrees, and will never contend otherwise, that Franchisor's authority under this Agreement to certify certain of Franchisee's employees for qualification to perform certain functions for Franchisee's Moves for Seniors Business does not directly or indirectly vest in Franchisor the power to hire, fire or control any such employee.

Franchisee acknowledges and agrees, and will never contend otherwise, that Franchisee alone will exercise day-to-day control over all operations, activities and elements of Franchisee's Moves for Seniors Business and that under no circumstance shall Franchisor do so or be deemed to do so. Franchisee further acknowledges and agrees, and will never contend otherwise, that the various requirements, restrictions, prohibitions, specifications and procedures of the System which Franchisee is required to comply with under this Agreement, whether set forth in Franchisor's Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that Franchisor controls any aspect or element of the day-to-day operations of Franchisee's Moves for Seniors Business, which Franchisee alone controls, but only constitutes standards Franchisee must adhere to when exercising Franchisee's control of the day-to-day operations of Franchisee's Moves for Seniors Business.

Franchisee may not, without Franchisor's prior written approval, have any power to obligate Franchisor for any expenses, liabilities or other obligations, other than as specifically provided in this Agreement. Except as expressly provided in this Agreement, Franchisor may not control or have access to Franchisee's funds or the expenditure of Franchisee's funds or in any other way exercise dominion or control over Franchisee's Moves for Seniors Business. Except as otherwise expressly authorized by this Agreement, neither party will make any express or implied agreements, warranties, guarantees or representations or incur any debt in the name of or on behalf of the other party, or represent that the relationship between Franchisor and Franchisee is other than that of franchisor and franchisee. Franchisor does not assume any liability, and will not be considered liable, for any agreements, representations, or warranties made by Franchisee which are not expressly authorized under this Agreement. Franchisor will

not be obligated for any damages to any person or property which directly or indirectly arise from or relate to Franchisee's operation of the Moves for Seniors Business.

7.2 **Sole and Exclusive Employer of Franchisee's Employees.** Franchisee hereby irrevocably affirms, attests and covenants Franchisee's understanding that Franchisee's employees are employed exclusively by Franchisee and in no fashion are any such employee employed, jointly employed or co-employed by Franchisor. Franchisee further affirms and attests that each of Franchisee's employees is under the exclusive dominion and control of Franchisee and never under the direct or indirect control of Franchisor in any fashion whatsoever. Franchisee alone hires each of Franchisee's employees; sets their schedules; establishes their compensation rates; and, pays all salaries, benefits and employment-related liabilities (workers' compensation insurance premiums/payroll taxes/Social Security contributions/ /unemployment insurance premiums). Franchisee alone has the ability to discipline or terminate Franchisee's employees to the exclusion of Franchisor, which has no such authority or ability. Franchisee further attests and affirms that any minimum staffing requirements established by Franchisor are solely for the purpose of ensuring that Franchisee's Moves for Seniors Business is at all times staffed at those levels necessary to operate Franchisee's Moves for Seniors Business in conformity with the System and the products, services, standards of quality and efficiency, and other Moves for Seniors brand attributes known to and desired by the consuming public and associated with the Proprietary Marks. Franchisee affirms, warrants and understands that Franchisee may staff Franchisee's Moves for Seniors Business with as many employees as Franchisee desires at any time so long as Franchisor's minimal staffing levels are achieved. Franchisee also affirms and attests that any recommendations Franchisee may receive from Franchisor regarding salaries, hourly wages or other compensation for employees are recommendations only, designed to assist it to efficiently operate Franchisee's Moves for Seniors Business, and that Franchisee is entirely free to disregard Franchisor's recommendations regarding such employee compensation. Moreover, Franchisee affirms and attests that any training provided by Franchisor for Franchisee's employees is geared to impart to those employees, with Franchisee's ultimate authority, the various procedures, protocols, systems and operations of a Moves for Seniors Business and in no fashion reflects any employment relationship between Franchisor and such employees. Finally, should it ever be asserted that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees in any private or government investigation, action, proceeding, arbitration or other setting, Franchisee irrevocably agree to assist Franchisor in defending said allegation, including (if necessary) appearing at any venue requested by Franchisor to testify on Franchisor's behalf (and, as may be necessary, submitting itself to depositions, other appearances and/or preparing affidavits dismissive of any allegation that Franchisor is the employer, joint employer or co-employer of any of Franchisee's employees). To the extent Franchisor is the only named party in any such investigation, action, proceeding, arbitration or other setting to the exclusion of Franchisee, should any such appearance by Franchisee be required or requested by Franchisor, Franchisor will reimburse Franchisee the reasonable costs associated with Franchisee's appearing at any such venue.

7.3 **Indemnification**. Franchisee shall defend, indemnify and hold Franchisor and its affiliates, and their respective officers, directors, managers, members, partners, shareholders, independent contractors and employees (the "Indemnified Parties") harmless from all fines, suits, proceedings, claims, demands, liabilities, injuries, damages, expenses, obligations or actions of any kind (including costs and reasonable attorneys' fees) arising in whole or in part from Franchisee's ownership, operation or occupation of the Franchised Business, performance or breach of its obligations under this Agreement, breach of any warranty or representation in this Agreement or from the acts or omissions of Franchisee, its employees or agents, including its advertising of the Franchised Business, except as otherwise provided in this Agreement. Franchisor and any Indemnified Party shall promptly give Franchisee written notice of any claim for indemnification under this Section 7.3. Any failure to give the notice shall not relieve Franchisee of any liability under this Agreement except to the extent the failure or delay causes actual material prejudice. Franchisor shall have the right to control all litigation and defend and/or settle any claim against Franchisor or other Indemnified Parties affecting Franchisor's interests, in any manner Franchisor deems appropriate. Franchisor may also retain its own counsel to represent Franchisor or other Indemnified Parties and Franchisee shall advance or reimburse Franchisor's costs. Franchisor's exercise of this control over the litigation shall not affect its rights to indemnification under this Section 7.3. Franchisee may not consent to the entry of judgment with respect to, or otherwise settle, an indemnified claim without the prior written consent of the applicable Indemnified Parties. Franchisor and the other Indemnified Parties do not have to

seek recovery from third parties or otherwise attempt to mitigate losses to maintain a claim to indemnification under this Section 7.3. The provisions of this Section 7.3 shall survive the termination or expiration of this Agreement.

7.4 **Noncompetition**.

7.4.1 **During the Term of This Agreement.** During the term of this Agreement, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself, himself or herself (as the case may be) or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any other residential, industrial, or commercial business which offers senior downsizing or moving services (a "Competing Business"). However, this Section shall not apply to Franchisee's operation of any other Moves for Seniors Business being operated pursuant to a current franchise agreement.

During the term of this Agreement, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself, himself or herself (as the case may be), or through, on behalf of, or in conjunction with any other person, partnership or corporation, solicit business from customers of the Franchised Business for any other business purpose.

During the term of this Agreement, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself, himself or herself (as the case may be), or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business that is a Competing Business, in whole, or in part, with Franchisor.

7.4.2 **After the Term of This Agreement.** For a period of two (2) years (or the maximum period allowed by law, if shorter) after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself, himself, or herself (as the case may be) or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any Competing Business within a radius of seventy-five (75) miles (or the maximum area allowed by law) as the crow flies of the Territory, or any other Moves for Seniors Business' territories as of the date of expiration and nonrenewal, transfer or termination of this Agreement; provided, however, Franchisee may continue to operate any other System Moves for Seniors Business for which Franchisee and Franchisor have a current franchise agreement.

For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership or corporation solicit business from customers of Franchisee's former Moves for Seniors Business for any competitive business purpose nor solicit any employee of Franchisor or any other System franchisee to discontinue his employment.

For a period of two (2) years after the expiration and nonrenewal, transfer or termination of this Agreement, regardless of the cause, neither Franchisee, its equity owners nor any member of the immediate family of Franchisee or its equity owners shall, directly or indirectly, for itself or through, on behalf of, or in conjunction with any other person, partnership or corporation own, maintain, engage in, be employed by, or have any interest in any company which grants franchises or licenses for any business that is a Competing Business.

7.4.3 **Intent and Enforcement**. It is the intent of the parties that the provisions of this Section 7.4 shall, to the fullest extent permissible under applicable law, be judicially enforced. If any covenant which restricts competitive activity is deemed unenforceable by virtue of its scope in terms of area, business activity prohibited, or length of time, but would be enforceable if modified, Franchisor and Franchisee agree that the covenant will be enforced to the fullest extent permissible under the laws and

public policies applied in the jurisdiction whose law determines the validity of the covenant. Accordingly, any reduction in scope or modification of any part of the noncompetition provisions contained in this Agreement shall not render any other part unenforceable. In the event of the actual or threatened breach of this Section 7.4 by Franchisee, any of its equity owners or any member of the immediate family of Franchisee, Franchisor shall be entitled to an injunction restraining such person from any such actual or threatened breach. In the event of the actual or threatened breach of this Section 7.4, Franchisor's harm shall be irreparable, and Franchisor shall have no adequate remedy at law to prevent the harm. Franchisee acknowledges and agrees on its own behalf and on behalf of the persons who are liable under Section 7.4.2 that each has previously worked or been gainfully employed in other fields and that the provisions of Section 7.4.2 in no way prevents any of these persons from earning a living. Franchisee further acknowledges and agrees that the time period related to the provisions of Section 7.4.2 shall be tolled during any default of this Agreement.

7.4.4 **Employees.** Franchisee shall require its officers, directors, equity owners, employees and members of the immediate family of Franchisee, its officers, directors and equity owners to execute a confidentiality agreement containing provisions similar to those set forth in this Agreement and set forth in the Confidentiality Agreement attached as Exhibit 4.

7.4.5 **Publicly-Owned Entity**. This Section 7.4 shall not apply to any ownership by Franchisee or any other person subject to Section 7.4 of a beneficial interest of less than five percent (5%) in the outstanding securities or partnership interests in any publicly-held entity.

7.5 **Telephone**. Franchisee shall obtain at its own expense a new telephone number and listing, to be listed under the Franchised Business name and not under Franchisee's corporate, partnership, or individual name, to be used exclusively in connection with Franchisee's operation of the Franchised Business. Upon the expiration and nonrenewal, transfer or termination of this Agreement for any reason, Franchisee shall terminate its use of such telephone number and listing and assign same to Franchisor or its designee. The Franchised Business shall be serviced by a suitable telephone system approved by Franchisor. Franchisee shall answer the telephone in the manner set forth by Franchisor in the Operations Manual.

7.6 **Insurance**. At all times during the term of this Agreement and at its own expense, Franchisee shall obtain and keep in force at a minimum the insurance required by Franchisor in the Operations Manual or otherwise. The mandatory insurance shall include: (i) commercial general liability insurance with limits no less than $1,000,000 each occurrence and $3,000,000 in the aggregate; (ii) professional liability insurance with limits not less than $1,000,000 each occurrence and $3,000,000 in the aggregate; (iii) automobile liability insurance with limits not less than $1,000,000 combined single limit each accident; (iv) cyber insurance with coverage up to $25,000 for all covered expenses and up to $25,000 for all losses; (v) employment practices liability insurance with limits not less than $25,000 each occurrence; (vi) workers' compensation insurance with limits not less than $1,000,000 each accident; and (vii) umbrella coverage with limits not less than $1,000,000.

All insurance policies shall contain a separate endorsement naming Franchisor, its officers, directors, managers, members, limited partners, general partners, shareholders, independent contractors and employees as additional insureds, and shall expressly provide that any interest of an additional insured shall not be affected by Franchisee's breach of any policy provisions or any negligence on the part of an additional insured. All policies shall also include a waiver of subrogation in favor of the additional insureds. All policies shall be written by an insurance carrier accepted in writing by Franchisor. Franchisor's acceptance of an insurance carrier does not constitute Franchisor's representation or guarantee that the insurance carrier shall remain a going concern or capable of meeting claim demands during the term of the insurance policy. No insurance policy shall be subject to cancellation, termination, nonrenewal or material modification, except upon at least thirty (30) days' prior written notice from the insurance carrier to Franchisor. Upon Franchisor's request, Franchisee shall provide Franchisor with a currently issued certificate of insurance evidencing coverage in conformity with the provisions of this Section. If Franchisee fails to comply with at least the minimum insurance requirements set forth by Franchisor, Franchisor may obtain the insurance and keep the insurance in force and effect and Franchisee shall pay Franchisor, on

demand, the cost of the premium and the administrative costs to Franchisor in connection with obtaining the insurance. Franchisor may increase or otherwise modify the minimum insurance requirements upon thirty (30) days' prior written notice to Franchisee, and Franchisee shall comply with any such modification. Franchisee's obligation to obtain the required policies in the amounts specified is not limited in any way by any insurance Franchisor maintains. Franchisee's obligation to maintain the insurance does not relieve Franchisee of any liability under the indemnity provisions of Section 7.3. Franchisee shall also be required to obtain additional insurance coverage as required by any state, municipality or other regulatory agency.

7.7 **Publicity**. Franchisee shall permit Franchisor or its designee, at Franchisor's expense, to observe the Franchised Business for purposes of taking photographs, slides, drawings, or other such images of the Franchised Business. Franchisee agrees that Franchisor may use such pictures for publicity and other legal purposes without any remuneration to Franchisee in connection with the use of such pictures.

7.8 **Distribution**. Franchisor or its affiliates may distribute products identified by the Proprietary Marks or other marks owned or licensed by Franchisor or its affiliates through any distribution method which periodically may be established or licensed by Franchisor or its affiliates and may franchise or license others to do so, except as otherwise set forth in this Agreement.

8 SALE OR TRANSFER

8.1 **Consent to Transfer**. Franchisee acknowledges that the rights and duties this Agreement creates are personal to Franchisee (or to its owners if Franchisee is an entity) and that Franchisor has entered into this Agreement with Franchisee based upon its perceptions of Franchisee's (or its owners') individual or collective character, skill aptitude, attitude, business ability and financial capacity. Accordingly, neither this Agreement (nor any interest in this Agreement), the Franchised Business (or substantially all of its assets), nor any ownership interest of Franchisee or any of its owners (if such owners are legal entities) may be transferred without Franchisor's prior written consent. Any unauthorized transfer by Franchisee shall constitute a material breach of the Agreement and shall be voidable by Franchisor. Franchisee further agrees that Franchisee will not enter into any proposed mortgage, pledge, hypothecation, or encumbrance or give any security interest in or which affects the Franchised Business, this Agreement or Franchisee's rights under this Agreement, without Franchisor's prior written consent.

A "transfer" shall include any voluntary, involuntary, direct or indirect assignment, sale, gift or other disposition of any interest in this Agreement, Franchisee, the Franchised Business or substantially all of its assets or Franchisee's owners (if such owners are legal entities). An assignment, sale, gift or other disposition includes the following events:

8.1.1 Transfer of ownership of capital stock, a partnership or membership interest, or another form of ownership interest;

8.1.2 A merger or consolidation or issuance of additional securities or other forms of ownership interest;

8.1.3 Any sale of a security convertible to an ownership interest;

8.1.4 A transfer of an interest in Franchisee, this Agreement, the Franchised Business (or substantially all of its assets), or Franchisee's owners (if such owners are legal entities) in a divorce, insolvency, or entity dissolution proceeding or otherwise by operation of law;

8.1.5 A pledge of this Agreement (to someone other than Franchisor) or of an ownership interest in Franchisee or its owners as security, foreclosure upon the Franchised Business, or the transfer, surrender, or loss of the possession, control, or management of the Franchised Business.

8.2 **Death or Disability.** In the event of the death, disability or incapacity of any individual Franchisee or officer or director or member of an incorporated Franchisee or limited liability company or partner of a partnership Franchisee, should the decedent's or disabled or incapacitated person's executor, heir or legal representative, or the business entity, as the case may be, wish to continue as Franchisee

under this Agreement, such person shall apply for Franchisor's consent, execute the then-current franchise agreement, and complete the training program to Franchisor's satisfaction, as applicable, as in any other case of a proposed transfer of Franchisee's interest in this Agreement. Such assignment by operation of law shall not be deemed in violation of this Agreement, provided the heirs or legatees or business entity meet the conditions imposed by this Agreement and are acceptable to Franchisor.

If Franchisee is a business entity, this Agreement shall continue in effect upon the death of the largest equity owner, provided that the active management of the business entity shall remain stable and reasonably satisfactory to Franchisor in its sole discretion. Franchisee's executor, heir or legal representative shall have 180 days from the date of death, disability or incapacity to execute Franchisor's then-current franchise agreement or transfer the franchise rights and business upon the terms and conditions set forth in this Agreement (except that the term shall be the balance of Franchisee's term). At the conclusion of the balance of the term, the new franchisee may exercise any or all of the then applicable renewal rights.

In the event of Franchisee's death, disability or other condition, in order to prevent an interruption in the operation of the Franchise Business which would cause harm to the Franchise Business and thereby depreciate its value, Franchisor may, at its election, operate the Franchised Business for so long as Franchisor deems necessary and practical, and without waiver of any other rights or remedies Franchisor may have under this Agreement if, in the sole judgment of Franchisor, Franchisor deems Franchisee (or its representative) incapable of operating the Franchise Business.

Franchisor shall keep in a separate account for the benefit of Franchisee all moneys generated by the operation of Franchisee's business, less all expenses of the Franchised Business, plus compensation for Franchisor's representatives' efforts in an amount equal to twenty percent (20%) of the Gross Sales of the Franchised Business. In the event of the temporary operation of the Franchised Business by Franchisor, Franchisee agrees to hold harmless Franchisor and Franchisor's representatives for all actions occurring during the course of the temporary operation. Franchisor shall not, by exercising its management rights hereunder, assume any of the liabilities of Franchisee.

8.3 **Ownership Changes.** A sale, transfer or assignment requiring the prior written consent of Franchisor shall be deemed to occur: (i) if Franchisee is a corporation or limited liability company, upon any assignment, sale, pledge or transfer of twenty percent (20%) or more of the voting stock or membership interests of Franchisee, any increase in the number of outstanding shares of voting stock or membership interests of Franchisee which results in a change of ownership of twenty percent (20%) or more of its total voting stock or membership interests, or any series of assignments, sales, pledges or transfers totaling in the aggregate twenty percent (20%) or more of the voting stock or membership interests of Franchisee; or (ii) if Franchisee is a partnership, upon the assignment, sale, pledge or transfer of twenty percent (20%) or more of any partnership ownership interest or any series of assignments, sales, pledges or transfers totaling in the aggregate twenty percent (20%) or more of the partnership ownership interest. Franchisee shall notify Franchisor of any change in stock ownership, membership interests or partnership ownership interests in Franchisee while this Agreement is in effect which shall result in a sale, transfer or assignment within the meaning of this Section. A transfer to an existing partner, shareholder or member, or a transfer as a result of the death, disability or incapacity of a partner, shareholder or member in accordance with Section 8.2, or a transfer to an inter vivos trust where the transferring Franchisee, partner, shareholder or member is the only grantor beneficiary other than a spouse, shall not be a violation of this Agreement or a ground for termination; any such ownership change shall not be subject to Franchisor's right of first refusal under Section 8.4.

8.4 **Right of First Refusal.** If Franchisee or its equity owners propose to transfer or assign ten percent (10%) or more (in the aggregate) of Franchisee's interest in this Agreement or in the business conducted under this Agreement or in Franchisee if Franchisee is a business entity, to any third party (other than a business entity as set forth in Section 8.3) in connection with a bona fide offer from such third party, Franchisee or its equity owners shall first offer to sell to Franchisor, Franchisee's or its equity owners' offered interest. Franchisee or its equity owner shall obtain from the third-party offeror an earnest money deposit (of at least fifteen percent (15%) of the offering price) and deliver to Franchisor a statement in writing, signed by the offeror and by Franchisee, of the terms of the offer. In the event of Franchisee's

insolvency or the filing of any petition by or against Franchisee under any provisions of any bankruptcy or insolvency law, an amount and terms of purchase shall be established by an appraiser chosen by the bankruptcy court or by the chief judge of the federal district court of Franchisee's district and Franchisee or Franchisee's legal representative shall deliver to Franchisor a statement in writing incorporating the appraiser's report. Franchisor shall then have forty-five (45) days from its receipt of either statement to accept the offer by delivering written notice of acceptance by Franchisor or its nominee to Franchisee or its equity owner. The acceptance shall be on the same terms as stated in the statement delivered to Franchisor; provided, however, Franchisor or its nominee shall have the right to substitute equivalent cash for any noncash consideration included in the offer. If the parties cannot agree within a reasonable time on the equivalent cash for any noncash consideration, Franchisor shall designate an independent appraiser and the appraiser's determination shall be binding. If Franchisor or its nominee elects not to accept the offer within the forty-five (45)-day period, Franchisee or its equity owner shall be free for ninety (90) days after such period to complete the transfer described in the statement delivered to Franchisor, but only with the prior written consent of Franchisor and subject to the conditions for approval set forth in Section 8.4.1. Franchisee and its equity owners shall affect no other sale or transfer of this Agreement or Franchisee's interest in this Agreement or the business conducted under this Agreement or the interest in Franchisee, without first offering or reoffering the same to Franchisor in accordance with this Section 8. If in Franchisor's opinion there is a material change in the terms of the offer, the offer shall be deemed a new proposal and Franchisee, or its equity owner shall be required to grant Franchisor or its nominee a right of first refusal with respect to such offer.

8.4.1 **Conditions for Approval.** Franchisor may condition its approval of any proposed sale or transfer of the Franchised Business or of Franchisee's interest in this Agreement or of any ownership interest in Franchisee (or its owners) upon satisfaction of the following requirements:

8.4.1.1 All of Franchisee's accrued monetary obligations to Franchisor, its affiliates and any supplier for the Franchised Business have been satisfied;

8.4.1.2 All existing defaults under the Franchise Agreement have been cured within the period permitted for cure;

8.4.1.3 Franchisee and its equity owners if Franchisee is a business entity, has executed a general release under seal, in a form satisfactory to Franchisor of any and all claims against Franchisor and its affiliates and their officers, directors, partners, shareholders, agents, employees, attorneys and accountants in their corporate and individual capacities; provided, however, the release shall not release any liability specifically provided for by any applicable state statute regulating franchising;

8.4.1.4 Franchisee has provided Franchisor a copy of the executed purchase agreement relating to the proposed transfer with all supporting documents and schedules, including transferee's assumption of and agreement to discharge all of Franchisee's obligations under this Agreement;

8.4.1.5 The transferee has demonstrated to Franchisor's satisfaction that it meets Franchisor's educational, managerial and business standards; possesses a good moral character, business reputation and credit rating; has the aptitude and ability to conduct the business to be transferred; and has adequate financial resources and capital to meet the performance obligations of this Agreement; however, transferee shall not (directly or indirectly) be in a Competing Business, except that the transferee may be an existing franchisee of Franchisor;

8.4.1.6 The transferee has executed Franchisor's then-current Franchise Agreement, the terms of which may materially differ from the terms of this Agreement, for the remainder of the term of this Agreement;

8.4.1.7 Franchisee or transferee has paid Franchisor a transfer fee of (a) $15,000, if the transfer involves a fifty percent (50%) or more ownership percentage; or (b) an amount based on a percentage of $15,000 equivalent to ownership percentage transferred if such transfer involves less than a

fifty percent (50%) ownership percentage (e.g., $7,500, if the transfer involves a twenty-five percent (25%) ownership percentage).

8.4.1.8 The transferee and its manager shall complete Franchisor's training program to Franchisor's satisfaction at the transferee's own expense within the time frame set forth by Franchisor; and

8.4.1.9 Franchisee acknowledges and agrees that the post-termination provisions of this Agreement including, without limitation, the noncompetition provisions, shall survive the transfer of the Franchise.

8.5 **Transfer to a Corporation or Limited Liability Company.** If Franchisee is one or more individuals or a partnership, Franchisee may assign its rights under this Agreement to a corporation or limited liability company for convenience of ownership, provided:

8.5.1 The corporation or limited liability corporation is newly organized and its activities are confined to operating the franchise business;

8.5.2 Franchisee is, and at all times remains, the owner of at least fifty-one percent (51%) of the outstanding shares of the corporation or owns a controlling interest in the limited liability company;

8.5.3 The corporation or limited liability company agrees in writing to assume all of Franchisee's obligations under this Agreement;

8.5.4 Each stock certificate of the corporate franchisee shall have conspicuously endorsed upon its face a statement, in a form satisfactory to Franchisor, that it is held subject to, and that further assignment or transfer thereof is subject to, all restrictions imposed upon assignments by this Agreement; the operating agreement of any limited liability company and any membership certificates shall contain a similar limitation; and Franchisee is not required to pay Franchisor a transfer fee with respect to a transfer in accordance with this Section 8.5. However, Franchisee shall pay Franchisor's expenses in connection with a transfer under this Section 8.5 if Franchisee has not completed the transfer.

8.6 **Effect of Consent to Transfer**. Franchisor may review all information regarding the Franchised Business that Franchisee gives the proposed transferee, correct any information that Franchisor believes is inaccurate and provide the proposed transferee with copies of any reports Franchisor has made regarding the Franchised Business. However, Franchisor's consent to a transfer of this Agreement, the Franchised Business, or any interest in Franchisee or its owners, is not a representation of the fairness of the terms of any contract between Franchisee and the transferee, a guarantee of the Franchised Business or transferee's prospects of success, or a waiver of any claims Franchisor may have against Franchisee (or its owners) or Franchisor's right to demand full compliance by Franchisee and transferee with this Agreement.

8.7 **Securities**. If Franchisee is a corporation, it shall maintain stop transfer instructions against the transfer on its records of any securities with voting rights subject to the restrictions of this Section 8 and shall issue no such securities upon the face of which the following printed legend does not legibly and conspicuously appear:

> The transfer of this stock is subject to the terms and conditions of a Franchise Agreement between Franchisor and the corporation dated _____, 20____. Reference is made to the Franchise Agreement and to the Articles of Incorporation and Bylaws of this corporation.

8.8 **Transfer by Franchisor**. Franchisor may sell, transfer, assign and/or encumber all or any part of its interest in itself or the Franchise Agreement.

9 BREACH AND TERMINATION

9.1 **Automatic Termination**. This Agreement will automatically terminate without notice or an opportunity to cure upon the occurrence of any of the following:

9.1.1 **Voluntary Bankruptcy**. If Franchisee or any of its principals (if Franchisee is a corporation, partnership or limited liability company) makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, are adjudicated bankrupt or insolvent, file or acquiesce in the filing of a petition seeking reorganization or arrangement under any federal or state bankruptcy or insolvency law, or consent to or acquiesce in the appointment of a trustee or receiver for Franchisee or the Franchised Business.

9.1.2 **Involuntary Bankruptcy**. If proceedings are commenced to have Franchisee or any of its principals adjudicated bankrupt or to seek Franchisee's reorganization under any state or federal bankruptcy or insolvency law, and such proceedings are not dismissed within sixty (60) days, or a trustee or receiver is appointed for Franchisee or the Franchised Business without Franchisee's consent, and the appointment is not vacated within sixty (60) days.

9.1.3 **Unauthorized Transfer**. Franchisee purports to sell, transfer or otherwise dispose of any interest in the Franchised Business in violation of Article 8 hereof.

9.2 **Termination with Notice and Without Opportunity to Cure**. Franchisor has the right to terminate this Agreement upon notice without providing Franchisee with an opportunity to cure for any of the following breaches or defaults:

9.2.1 Criminal Acts. If Franchisee or any of Franchisee's principals are convicted of or plead guilty or no contest to a felony or take part in any criminal misconduct relevant to the operation of the Franchised Business.

9.2.2 Fraud. If Franchisee or any of its principals commit any fraud or material misrepresentation in the operation of the Franchised Business.

9.2.3 Misrepresentation. If Franchisee or any of its principals make any misrepresentation or omission in connection with the franchise application, including but not limited to any financial misrepresentation.

9.2.4 Failure to Complete Training. If Franchisee fails to complete initial training set forth in Section 5.1.1 to Franchisor's satisfaction.

9.2.5 Repeated Breaches. If Franchisor sends Franchisee two (2) or more written notices to cure pursuant to Sections 9.3 and/or 9.4 hereof in any twelve (12)-month period.

9.2.6 Breach of Other Agreements. If Franchisee or any of its principals materially breach any other agreement with Franchisor or any of Franchisor's affiliates and fails to cure such breach within any permitted period for cure.

9.2.7 Misuse of the Proprietary Marks or Confidential Information. If Franchisee or any of Franchisee's principals materially violate any provisions hereof pertaining to the Proprietary Marks or Confidential Information or misuse the Proprietary Marks or Confidential Information.

9.2.8 Violation of Laws and Regulations. If Franchisee violates any health, safety or sanitation law, ordinance or regulation or operates the Franchised Business in a manner that presents a health or safety hazard to customers, or the general public.

9.2.9 Violation of In-term Restrictive Covenant. If Franchisee or any of its principals violate the in term restrictive covenant set forth in Section 7.4.1.

9.2.10 Liens. If a levy of writ of attachment or execution, or any other lien, is placed against Franchisee, any partnership, limited liability company, or corporation Franchisee creates to operate the Franchised Business, or any of Franchisee's principals or any of their assets which is not released or bonded against within thirty (30) days.

9.2.11 Insolvency. If Franchisee or any of its principals guarantying Franchisee's obligations under this Agreement become insolvent.

9.2.12 Abandonment. If Franchisee voluntarily or otherwise abandons the Franchised Business. The term "abandon" includes any conduct which indicates a desire or intent to discontinue operating the Franchised Business in accordance with the terms of this Agreement and will apply in any event if Franchisee fails to operate the Franchised Business as a Moves for Seniors business for a period of five (5) or more consecutive days without Franchisor's prior written approval.

9.2.13 Proprietary Software. Franchisee misuses or makes unauthorized use of any software Franchisor develops for use in connection with the System.

9.2.14 Insurance. Franchisee fails to maintain insurance or repay Franchisor for insurance paid for by it, or otherwise fails to adhere to the requirements of Section 7.6.

9.2.15 Government Regulations. Franchisee fails, within fifteen (15) calendar days after notification of non-compliance by federal, state or local government authorities to comply with any law or regulation applicable to the Franchised Business.

9.2.16 Government Actions. Any government action is taken against Franchisee that results in any obligation upon Franchisor which in Franchisor's sole judgment is uneconomical, not in the best interests of Franchisor, or would result in Franchisor having an unintended relationship or obligation.

9.2.17 Anti-Terrorist Activities. Franchisee fails to comply with the provisions of Section 13.6 below.

9.2.18 Personal Use of Store Property. If Franchisee takes employee taxes, FICA, insurance revenue or benefits, or any other assets of the Franchised Business for personal use.

9.2.19 Insufficient Funds. If there are insufficient funds in Franchisee's bank account to cover a check or EFT payment to Franchisor three (3) or more times within any twelve (12)-month period.

9.2.20 Under-reporting of Gross Sales. If any audit reveals that Franchisee has understated its Gross Sales by more than two percent (2%) or failed to meet Franchisor's required advertising expenditures, or if Franchisee has failed to submit timely monthly summaries or financial reports for any two (2) reporting periods within any twelve (12)-month period, as described in Sections 4.2 and 4.6.

9.3. **Termination With Fifteen (15) Days' Notice and Opportunity to Cure**. Franchisor has the right to terminate this Agreement if Franchisee fails to cure any of the following defaults within fifteen (15) days after receiving written notice from Franchisor:

9.3.1 Nonpayment. If Franchisee fails to pay as and when due any sums owed to Franchisor, any of its affiliates, or any of Franchisor's System suppliers or vendors.

9.3.2 Endorsement of Checks. Franchisee fails to immediately endorse and deliver to Franchisor any payments due to Franchisor from any third parties that are erroneously made to Franchisee.

9.3.3 Failure to Meet Demandl. If Franchisee fails to maintain sufficient vehicles or employees to meet consumer demand.

9.3.4 Failure to Open. If Franchisee fails to commence operations of the Franchised Business within 120 days from the date Franchisee executes this Agreement.

9.3.5 Interruption of Service. If Franchisee fails to maintain the prescribed months, days or hours of operation.

9.3.6 Failure to Supervise Operations or Employ Adequate Personnel. If the Franchised Business is not under the direct supervision of Franchisee or an Operating Principal or General Manager (as applicable), or Franchisee fails to employ a sufficient number of qualified, competent personnel as Franchisor requires from time to time.

9.3.7 Quality Control. If Franchisee fails to maintain the strict quality controls reasonably required by this Agreement and/or the Operations Manual.

9.3.8 Other Conduct Reflecting Adversely on System. Franchisee or any of its principals conducts themselves or operates the Franchised Business in a manner that, although not criminal, reflects adversely on the System, the Proprietary Marks, or the services offered through the System.

9.3.9 Licenses and Permits. Franchisee fails to procure or maintain any licenses, certifications, or permits necessary for the operation of the Franchised Business.

9.3.10 Banking Changes. Franchisee fails to notify Franchisor of any change in its banking relationships, including changes to Franchisee's banking institutions or account numbers, or if Franchisee siphons any portion of the Gross Sales of the Franchised Business into a bank account not approved of by Franchisor or which is not accessible to Franchisor via EFT.

9.3.11 Unauthorized Products or Services. If Franchisee offers any unauthorized or discontinued products or services at or from the Franchised Business.

9.3.12 Unapproved Purchases. Franchisee orders or purchases supplies, signs, equipment or inventory from an unapproved supplier.

9.4 **Termination Upon Thirty (30) Days' Notice to Cure**. Franchisor has the right to terminate this Agreement if Franchisee fails to perform or comply with any one or more of the terms or conditions of this Agreement, the Operations Manual, or any other agreements between Franchisee and Franchisor or Franchisor's affiliates, and Franchisee fails to cure such default within thirty (30) days after receiving written notice from Franchisor.

9.5 **Nonwaiver.** Franchisor's delay in exercising or failure to exercise any right or remedy under this Agreement or Franchisor's acceptance of any late or partial payment due under this Agreement or any other agreement between Franchisor and Franchisee or Franchisor's consent to a transfer of any interest in Franchisee shall not constitute a waiver of any of Franchisor's rights or remedies against Franchisee.

9.6 **Liquidated Damages.** If this Agreement is terminated pursuant to this Section 9, then Franchisee shall pay to Franchisor, within thirty (30) days following the date of such termination, as liquidated damages, because actual damages incurred by Franchisor will be difficult or impossible to ascertain, and not as a penalty, an amount equal to the sum of the Royalty Payments owed during the immediately preceding thirty-six (36) full calendar months (or such shorter period as equals the unexpired Term at the date of termination, without regard to any express right to terminate prior to the expiration of the Term.

10 RIGHTS AND DUTIES UPON TERMINATION OR EXPIRATION

10.1 **Franchisee's Obligations.** Upon termination of this Agreement by either Franchisor or Franchisee, regardless of the cause, and upon expiration and nonrenewal or transfer of this Agreement, Franchisee shall:

10.1.1 Immediately cease all operations of the Franchised Business;

10.1.2 Immediately pay to Franchisor all unpaid fees and pay Franchisor, its affiliates and any supplier for the Franchised Business all other monies owed to them;

10.1.3 Immediately discontinue the use of the Proprietary Marks;

10.1.4 Immediately return the Operations Manual to Franchisor and all other Confidential Information loaned to Franchisee by Franchisor (including without limitation all customer information contained in computer databases or otherwise) and immediately cease to use the Confidential Information;

10.1.5 Immediately cease using all telephone numbers and listings used in connection with the operation of the Franchised Business and direct the telephone company to transfer all such numbers and listings to Franchisor or its designee or, if Franchisor so directs, to disconnect the numbers;

10.1.6 Promptly surrender all stationery, printed matter, signs, advertising materials and other items containing the Proprietary Marks as directed by Franchisor and all items which are a part of the trade dress of the System;

10.1.7 Sell to Franchisor or its designee, at Franchisor's option, all or a portion of Franchisee's vehicles, furnishings, other equipment, and all inventory in useable form bearing the Proprietary Marks at the lesser of the original purchase price thereof or at its then-current value, which value shall be decided in Franchisor's reasonable judgment, within fifteen (15) days following the date of termination or expiration;

10.1.8 Cease to hold itself out as a franchisee of Franchisor;

10.1.9 Take action necessary to amend or cancel any assumed name, business name or equivalent registration which contains any trade name or other Proprietary Mark licensed by Franchisor and furnish Franchisor evidence satisfactory to Franchisor of compliance with this obligation within thirty (30) calendar days after the termination, expiration or transfer of this Agreement;

10.1.10 Permit Franchisor to make final inspection of Franchisee's financial records, books, and other accounting records within six (6) months of the Effective Date of termination, expiration, or transfer;

10.1.11 Comply with the post-termination covenants set forth in Section 7.4, all of which shall survive the transfer, termination or expiration of this Agreement; and

10.1.12 If applicable, take such action as may be required to remove from the internet all sites and social media accounts referring to Franchisee's former business or any of the Proprietary Marks, and to cancel, or assign to the Franchisor, in the Franchisor's sole discretion, all rights to any social media accounts or domain names for any sites on the internet that refer to Franchisee's former business or any of the Proprietary Marks.

10.2 **Power of Attorney.** Franchisor is hereby irrevocably appointed as Franchisee's attorney-in-fact to execute in Franchisee's name and on Franchisee's behalf all documents necessary to discontinue Franchisee's use of the Proprietary Marks and the Confidential Information.

10.3 **Continuing Obligations**. All of Franchisee's obligations that expressly, or by their nature, survive this Agreement's expiration or termination will continue in full force and effect, subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

11. NOTICES

All notices, requests and reports to be given under this Agreement are to be in writing, and delivered by either hand, overnight courier, email or certified or registered mail (except that regular weekly and other reports from Franchisee may be sent by regular mail or email), prepaid, to the following addresses (which may be changed by written notice):

Franchisee: _____
_____
_____
_____
_____

Franchisor: Moves for Seniors Franchising Systems LLC
274 Lancaster Ave., Suite 200
Malvern, PA 19355

Notices sent by regular mail shall be deemed delivered on the third (3rd) business day following mailing.

12 DISPUTE RESOLUTION

12.1 **Choice of Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

12.2 **Internal Dispute Resolution**. Franchisee must first bring any claim or dispute between Franchisee and Franchisor to Franchisor in writing, as set forth in Section 11 above. Franchisee must exhaust this internal dispute resolution procedure before Franchisee may bring Franchisee's dispute before a third party. This agreement to first attempt resolution of disputes internally will survive termination or expiration of this Agreement.

12.3 **Mediation**. At Franchisor's option, all claims or disputes between Franchisee and Franchisor or its affiliates arising out of, or in any way relating to, this Agreement or any other agreement by and between Franchisee and Franchisor or its affiliates, or any of the parties' respective rights and obligations arising from such agreements, which are not first resolved through the internal dispute resolution procedure required pursuant to Section 12.2 above, must be submitted first to non-binding mediation, in Chester County, Pennsylvania under the auspices of the American Arbitration Association ("AAA"), in accordance with AAA's Commercial Mediation Rules then in effect. Before commencing any legal action against Franchisor or its affiliates with respect to any such claim or dispute, Franchisee must submit a notice to Franchisor, which specifies, in detail, the precise nature and grounds of such claim or dispute. Franchisor will have a period of thirty (30) days following receipt of such notice within which to notify Franchisee whether Franchisor or its affiliates elects to exercise its option to submit such claim or dispute to mediation. Franchisee may not commence any action against Franchisor or its affiliates with respect to any such claim or dispute in any court unless Franchisor fails to exercise its option to submit such claim or dispute to mediation, or such mediation proceedings have been terminated either: (i) as the result of a written declaration of the mediator(s) that further mediation efforts are not worthwhile; or (ii) as a result of a written declaration by Franchisor. Franchisor's rights to mediation, as set forth herein, may be specifically enforced by Franchisor. Each party will bear its own cost of mediation and Franchisee and Franchisor will share mediation costs equally. This agreement to mediate will survive any termination or expiration of this Agreement. The parties agree that there will be no class action mediation.

12.4 **Selection of Venue**. Nothing contained in this Agreement will prevent Franchisor from applying to and obtaining from any court having jurisdiction a writ of attachment, a temporary injunction, preliminary injunction and/or other emergency relief available to safeguard and protect Franchisor's interests. The parties expressly agree to the jurisdiction and venue of any court of general jurisdiction in or near Chester County, Pennsylvania and the jurisdiction and venue of the United States District Court for the Eastern District of Pennsylvania. Franchisee acknowledges that this Agreement has been entered into in the Commonwealth of Pennsylvania, and that Franchisee is to receive valuable and continuing services emanating from Franchisor's headquarters in Pennsylvania, including but not limited to training, assistance, support and the development of the System. In recognition of such services and their origin, Franchisee hereby irrevocably consents to the personal jurisdiction of the state and federal courts of Pennsylvania set

forth above. The parties agree that all proceedings will be conducted on an individual, not a class-wide basis, and that any proceeding between Franchisee, Franchisee's guarantors, and Franchisor or its affiliates or employees may not be consolidated with any other proceeding between Franchisor and any other person or entity.

12.5 **Third Party Beneficiaries**. Franchisor's officers, directors, shareholders, agents and/or employees are express third-party beneficiaries of the provisions of this Agreement, including the mediation provision set forth in this Section 12, each having authority to specifically enforce the right to mediate/litigate claims asserted against such person(s) by Franchisee.

12.6 **Injunctive Relief**. Nothing in this Agreement shall prevent Franchisor from obtaining injunctive relief, without posting a bond, against actual or threatened conduct that shall cause it loss or damages, in any appropriate forum under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary and permanent injunctions. If injunctive relief is granted, Franchisor's only remedy will be the court's dissolution of the injunctive relief. If the injunctive relief was wrongfully issued, Franchisee expressly waives all claims for damages Franchisee incurred as a result of the wrongful issuance.

12.7 **Construction of Language.** The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either party. All words in this Agreement refer to whatever number or gender the context requires. If more than one party or person is referred to as Franchisee, their obligations and liabilities shall be joint and several. Headings are for reference purposes and do not control interpretation. Reference to Franchisee's "immediate family" means the spouse, parent, children and siblings of Franchisee and the parents, children and siblings of Franchisee's spouse. The BACKGROUND Section at the beginning of this Agreement contains contractual terms that are not mere recitals.

12.8 **Successors.** References to Franchisor or Franchisee include their successors, assigns or transferees, subject to the limitations of this Agreement.

12.9 **Severability.** If any provision of this Agreement is deemed invalid or inoperative for any reason, that provision shall be deemed modified to the extent necessary to make it valid and operative or, if it cannot be so modified, it shall then be severed, and the remainder of that provision shall continue in full force and effect as if this Agreement had been signed with the invalid portion so modified or eliminated; provided, however, that if any part of this Agreement relating to payments to Franchisor or any of its affiliates or protection of the Proprietary Marks, or the Confidential Information, including the Operations Manual and Franchisor's other trade secrets, is declared invalid or unenforceable, then Franchisor at its option may terminate this Agreement immediately upon written notice to Franchisee.

12.10 **No Right to Offset.** Franchisee shall not withhold all or any part of any payment to Franchisor or any of its affiliates on the grounds of the alleged nonperformance of Franchisor or any of its affiliates or as an offset against any amount Franchisor or any of its affiliates may owe or allegedly owe Franchisee under this Agreement or any related agreements.

12.11 **Force Majeure.** Neither Franchisor, its affiliates nor Franchisee shall be liable for loss or damage or deemed to be in breach of this Agreement or any related agreement if its failure to perform its obligations is not the fault nor within the reasonable control of the person due to perform but results from, without limitation, fire, flood, natural disasters, acts of God, governmental acts or orders, pandemics or civil disorders. Any delay resulting from any such cause shall extend the time of performance for the period of such delay or for such other reasonable period of time as the parties agree in writing or shall excuse performance, in whole or in part, as Franchisor deems reasonable.

12.12 **Rights Cumulative**. No right or remedy under this Agreement shall be deemed to be exclusive of any other right or remedy under this Agreement or of any right or remedy otherwise provided by law or and equity. Each right and remedy will be cumulative.

12.13 **Effective Date**. This Agreement shall not be effective, until accepted by the Franchisor and evidenced by dating and signing by an officer of the Franchisor. Franchisor shall have the right to make the Effective Date of this Agreement, the date on which Franchisee signed the Agreement.

12.14 **Counterparts.** This Agreement may be executed in counterparts, electronic signature being sufficient, each of which shall be deemed an original, all of which together shall constitute one and the same Agreement.

12.15 **Parties.** The sole entity against which Franchisee may seek damages or any remedy under law or equity for any claim is Franchisor or its successors or assigns. The shareholders, members, directors, officers, employees, agents and representatives of Franchisor and of its affiliates shall not be named as a party in any litigation or other proceeding commenced by Franchisee if the claim arises out of or relates to this Agreement. This Agreement is binding upon the parties' respective heirs, executors, administrators, beneficiaries, permitted assigns and successors in interest.

12.16 **Waiver of Punitive Damages**. Franchisee hereby waives, to the fullest extent permitted by law, any right to or claim for any punitive, exemplary, incidental, indirect, special or consequential damages (including, without limitation, lost profits) against Franchisor arising out of any cause whatsoever (whether such cause be based in contract, negligence, strict liability, other tort or otherwise) and agree that, in the event of a dispute, Franchisee's recovery is limited to actual damages. If any other term of this Agreement is found or determined to be unconscionable or unenforceable for any reason, the foregoing provisions will continue in full force and effect, including, without limitation, the waiver of any right to claim any consequential damages.

12.17 **JURY TRIAL WAIVER. FRANCHISOR AND FRANCHISEE, RESPECTIVELY, WAIVE ANY RIGHT EITHER MIGHT HAVE TO TRIAL BY JURY ON ANY AND ALL CLAIMS ASSERTED AGAINST THE OTHER. FRANCHISOR AND FRANCHISEE, RESPECTIVELY, EACH ACKNOWLEDGE THAT THEY HAVE HAD A FULL OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL CONCERNING THIS WAIVER, AND THAT THIS WAIVER IS INFORMED, VOLUNTARY, INTENTIONAL AND NOT THE RESULT OF UNEQUAL BARGAINING POWER.**

12.18 **Limitation of Action**. Franchisee further agrees that no cause of action arising out of or under this Agreement may be maintained by Franchisee against Franchisor unless brought before the expiration of one (1) year after the act, transaction or occurrence upon which such action is based or the expiration of one (1) year after Franchisee becomes aware of facts or circumstances reasonably indicating that Franchisee may have a claim against Franchisor hereunder, whichever occurs sooner, and that any action not brought within this period will be barred as a claim, counterclaim, defense, or set-off. Franchisee hereby waives the right to obtain any remedy based on alleged fraud, misrepresentation, or deceit by Franchisor, including, without limitation, rescission of this Agreement, in any mediation, judicial, or other adjudicatory proceeding arising hereunder, except upon a ground expressly provided in this Agreement, or pursuant to any right expressly granted by any applicable statute expressly regulating the sale of franchises, or any regulation or rules promulgated thereunder.

12.19 **FRANCHISOR AND FRANCHISEE AGREE THAT MEDIATION OR LITIGATION WILL BE CONDUCTED ON AN INDIVIDUAL, NOT A CLASS-WIDE, BASIS AND THAT FRANCHISOR AND FRANCHISEE SHALL BE THE ONLY PARTIES IN ANY MEDIATION OR JUDICIAL PROCEEDING DESCRIBED IN SECTION 12.3 OR SECTION 12.4 AND THAT NO SUCH PROCEEDINGS MAY BE CONSOLIDATED WITH ANY OTHER LITIGATION OR MEDIATION PROCEEDING, NOR SHALL ANY OTHER PERSON BE JOINED AS A PARTY TO SUCH PROCEEDING.**

12.20 **FRANCHISOR APPROVAL AND DISCRETION. TO THE EXTENT THAT FRANCHISOR'S CONSENT OR APPROVAL IS REQUIRED OR ANY DECISION IS SUBJECT TO THE DISCRETION OF FRANCHISOR, AND WHENEVER FRANCHISOR EXERCISES A RIGHT, PRESCRIBES AN ACT OR THING, OR OTHERWISE MAKES A CHOICE OR USES DISCRETION, THE PARTIES AGREE THAT FRANCHISOR HAS THE WHOLLY UNRESTRICTED RIGHT TO MAKE DECISIONS AND/OR TAKE (OR REFRAIN FROM TAKING) ACTIONS, EXCEPT THAT FRANCHISOR WILL NOT ACT ARBITRARILY**

OR UNREASONABLY. HOWEVER, FRANCHISOR WILL NOT BE REQUIRED TO CONSIDER FRANCHISEE'S INDIVIDUAL INTERESTS OR THE INTERESTS OF ANY OTHER PARTICULAR FRANCHISEE(S), EVEN IF A PARTICULAR DECISION/ACTION MAY HAVE NEGATIVE CONSEQUENCES FOR FRANCHISEE, A PARTICULAR FRANCHISEE OR GROUP OF FRANCHISEES.

FRANCHISEE ACKNOWLEDGES AND AGREES THAT THE ULTIMATE DECISION-MAKING RESPONSIBILITY WITH RESPECT TO THE SYSTEM (AMONG OTHER THINGS) MUST BE, AS A PRACTICAL BUSINESS MATTER, VESTED SOLELY IN FRANCHISOR, SINCE FRANCHISEE, FRANCHISOR AND ALL OTHER FRANCHISEES HAVE A COLLECTIVE INTEREST IN WORKING WITHIN A FRANCHISE SYSTEM WITH THE UNRESTRICTED FLEXIBILITY TO QUICKLY ADJUST TO CHANGING BUSINESS CONDITIONS, INCLUDING COMPETITIVE CHALLENGES, NEW REGULATORY DEVELOPMENTS AND EMERGING BUSINESS OPPORTUNITIES. FRANCHISEE UNDERSTANDS AND AGREES THAT FRANCHISOR HAVING SUCH RIGHTS ARE CRITICAL TO ITS ROLE AS FRANCHISOR AND TO OBTAIN THE PARTIES GOALS FOR CONTINUING IMPROVEMENT OF THE SYSTEM.

13. MISCELLANEOUS/REPRESENTATIONS

13.1 **NO AUTHORITY. NO SALESPERSON, REPRESENTATIVE OR OTHER PERSON HAS THE AUTHORITY TO BIND OR OBLIGATE FRANCHISOR EXCEPT AN AUTHORIZED OFFICER OF FRANCHISOR BY A WRITTEN DOCUMENT. FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES OR WARRANTIES OF ANY KIND WERE MADE BY OR ON BEHALF OF FRANCHISOR WHICH HAVE LED FRANCHISEE TO ENTER INTO THIS AGREEMENT.**

13.2 **RECEIPT. THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT AT LEAST FOURTEEN (14) CALENDAR DAYS PRIOR TO THE EXECUTION OF THIS AGREEMENT OR FRANCHISEE'S PAYMENT OF ANY MONIES TO FRANCHISOR, REFUNDABLE OR OTHERWISE.**

13.3 **FRANCHISEE UNDERSTANDS THAT WHETHER IT, HE OR SHE SUCCEEDS AS A FRANCHISEE IS DEPENDENT UPON FRANCHISEE'S EFFORTS, BUSINESS JUDGMENTS, THE PERFORMANCE OF FRANCHISEE'S EMPLOYEES, MARKET CONDITIONS AND VARIABLE FACTORS BEYOND THE CONTROL OR INFLUENCE OF FRANCHISOR. FRANCHISEE FURTHER UNDERSTANDS THAT SOME FRANCHISEES ARE MORE, OR LESS, SUCCESSFUL THAN OTHER FRANCHISEES AND THAT FRANCHISOR HAS MADE NO REPRESENTATION THAT FRANCHISEE SHALL DO AS WELL AS ANY OTHER FRANCHISEE.**

FRANCHISEE SPECIFICALLY ACKNOWLEDGES THAT IT, HE OR SHE HAS NOT RECEIVED (NOR HAS FRANCHISOR OR ANYONE ELSE PROVIDED) ANY STATEMENTS, PROMISES OR REPRESENTATIONS THAT FRANCHISEE WILL SUCCEED IN THE FRANCHISED BUSINESS; ACHIEVE ANY PARTICULAR SALES, INCOME OR OTHER LEVELS OF PERFORMANCE; EARN ANY PARTICULAR AMOUNT, INCLUDING ANY AMOUNT IN EXCESS OF FRANCHISEE'S INITIAL FRANCHISE FEE OR OTHER PAYMENTS TO FRANCHISOR; OR RECEIVE ANY RIGHTS, GOODS, OR SERVICE NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. ANY STATEMENTS REGARDING ACTUAL, POTENTIAL OR PROBABLE REVENUES OR PROFITS OF ANY FRANCHISED BUSINESS NOT CONTAINED IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNAUTHORIZED, AND UNWARRANTED.

13.4 **OPPORTUNITY TO REVIEW BY FRANCHISEE'S ADVISORS. PRIOR TO THE EXECUTION OF THIS AGREEMENT, FRANCHISEE ACKNOWLEDGES THAT FRANCHISOR HAS RECOMMENDED, AND THAT FRANCHISEE HAS HAD THE OPPORTUNITY TO OBTAIN, REVIEW OF THIS AGREEMENT AND FRANCHISOR'S FRANCHISE DISCLOSURE DOCUMENT BY**

FRANCHISEE'S LAWYER, ACCOUNTANT OR OTHER BUSINESS ADVISOR PRIOR TO ITS EXECUTION.

13.5 **EXECUTION OF AGREEMENT**. **EACH OF THE UNDERSIGNED PARTIES WARRANTS THAT IT HAS THE FULL AUTHORITY TO SIGN AND EXECUTE THIS AGREEMENT. IF FRANCHISEE IS A PARTNERSHIP, CORPORATION OR LIMITED LIABILITY COMPANY, THE PERSON EXECUTING THIS AGREEMENT ON BEHALF OF THE BUSINESS ENTITY WARRANTS TO FRANCHISOR, BOTH INDIVIDUALLY AND IN HIS OR HER CAPACITY AS PARTNER, OFFICER, MEMBER OR MANAGER, THAT ALL OF THE EQUITY OWNERS OF FRANCHISEE, AS APPLICABLE, HAVE READ AND APPROVED THIS AGREEMENT, INCLUDING ANY RESTRICTIONS WHICH THIS AGREEMENT PLACES UPON RIGHTS TO TRANSFER THEIR INTEREST IN THE BUSINESS ENTITY.**

13.6 **ANTI-TERRORISM LAW COMPLIANCE**. **FRANCHISEE AND ITS SHAREHOLDERS, MEMBERS OR PRINCIPALS AGREE TO COMPLY WITH, AND TO ASSIST FRANCHISOR, TO THE FULLEST EXTENT POSSIBLE IN FRANCHISOR'S EFFORTS TO COMPLY WITH ANTI-TERRORISM LAWS (DEFINED BELOW). IN CONNECTION WITH THAT COMPLIANCE, FRANCHISEE, AND ITS OWNERS CERTIFY, WARRANT AND REPRESENT THAT NONE OF FRANCHISEE'S, OR ITS EQUITY OWNER'S PROPERTY, OR INTERESTS ARE SUBJECT TO BEING BLOCKED UNDER ANY ANTI-TERRORISM LAWS, AND THAT FRANCHISEE AND ITS OWNERS OTHERWISE ARE NOT IN VIOLATION OF ANY ANTI-TERRORISM LAWS. "ANTI-TERRORISM LAWS" MEANS EXECUTIVE ORDER 13224 ISSUED BY THE PRESIDENT OF THE UNITED STATES, THE USA PATRIOT ACT, AND ALL OTHER PRESENT AND FUTURE FEDERAL, STATE AND LOCAL LAWS, ORDINANCES, REGULATIONS, POLICIES, LISTS AND OTHER REQUIREMENTS OF ANY GOVERNMENTAL AUTHORITY ADDRESSING OR IN ANY WAY RELATING TO TERRORIST ACTS AND ACTS OF WAR. FRANCHISEE SHALL IMMEDIATELY NOTIFY FRANCHISOR OF ANY MISREPRESENTATION OR BREACH OF THIS SECTION 13.6. FRANCHISOR MAY TERMINATE THIS AGREEMENT WITHOUT ANY OPPORTUNITY FOR FRANCHISEE TO CURE UNDER SECTION 9.2.17 UPON ANY MISREPRESENTATION OR BREACH BY FRANCHISEE OF THIS SECTION 13.6.**

13.7 **Entire Agreement; Modifications**. This Agreement and all of its exhibits constitutes the entire Agreement between Franchisee and Franchisor with respect to the subject matter of this Agreement. This Agreement supersedes all previous written and oral agreements or understandings between Franchisee and Franchisor. This Agreement cannot be amended or modified other than by an instrument, in writing, signed by both Franchisee and Franchisor, except as otherwise may have been specifically provided for herein. Nothing in this Agreement or in any related agreement is intended to disclaim Franchisor's representations made in the franchise disclosure document.

14 PERSONAL GUARANTEES

If Franchisee is a corporation, partnership or limited liability company, or subsequent to execution of this Agreement, Franchisee assigns this Agreement to a corporation, partnership or limited liability company, all shareholders in the corporation, all partners or all members and managers, and their spouses, respectively, hereby personally and unconditionally guarantee without notice, demand or presentment the payment of all of Franchisee's monetary obligations under this Agreement as if each were an original party to this Agreement in his or her individual capacity. In addition, all personal guarantors further agree to be bound by the restrictions upon Franchisee's activities upon transfer, termination or expiration and nonrenewal of this Agreement as if each were an original party to this Agreement in his or her individual capacity. All personal guarantors shall execute a continuing personal guarantee in the form attached as Exhibit 3.

15 OWNERSHIP OF FRANCHISEE

If Franchisee is a corporation, partnership or limited liability company, or subsequent to execution of this Agreement, Franchisee assigns this Agreement to a corporation, partnership or limited liability company, the Statement of Ownership Interest attached to this Agreement as Exhibit 2 completely and

accurately describes all of the equity owners and their interests in Franchisee and Franchisee's Operating Principal. Subject to Franchisor's rights and Franchisee's obligations under Section 8, Franchisee agrees to sign and deliver to Franchisor a revised Statement of Ownership Interest to reflect any permitted changes in the information that Exhibit 2 now contains. Franchisee shall promptly provide Franchisor a copy of, as applicable: (i) the transferee corporation's Articles of Incorporation, Bylaws, resolutions including, without limitation, the resolutions of the Board of Directors authorizing entry into this Agreement; or (ii) the limited liability company's certificate of organization or formation, the Operating Agreement; and all other governing documents.

[Signature Page Follows]

FRANCHISEE ACKNOWLEDGES TO FRANCHISOR THAT FRANCHISEE HAS READ THIS FRANCHISE AGREEMENT AND UNDERSTANDS ITS TERMS AND FRANCHISEE WOULD NOT SIGN THIS FRANCHISE AGREEMENT IF FRANCHISEE DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

INTENDING TO BE LEGALLY BOUND HEREBY, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED EFFECTIVE THE DATE FIRST SET FORTH ABOVE.

FRANCHISEE:

_____

(Individual, Partnership, Corporation or LLC Name)

By: _____

Title: _____

Date: _____

FRANCHISOR:
MOVES FOR SENIORS FRANCHISING SYSTEMS LLC

By: _____
Christopher L. Smith, President & CEO

Date: _____

EXHIBIT 1 TO
MOVES FOR SENIORS® FRANCHISE AGREEMENT

INDIVIDUAL FRANCHISE LOCATION

The Approved Location for the Moves for Seniors Business is as follows:

TERRITORY

Territory: _____

Franchisee's Territory is as follows:

This is to confirm your acknowledgement and understanding that parcel delivery routes, zip codes, counties and/or their boundaries change periodically, and in the event of a future change you may be required to cease servicing prior and existing clients, who are now outside the Territory as a result of such change.

_____ [INITIAL]

FRANCHISEE:

_____
(Individual, Partnership, Corporation or LLC Name)

By: _____

Title: _____

FRANCHISOR:

MOVES FOR SENIORS FRANCHISING SYSTEMS LLC

By: _____
Christopher L. Smith, President & CEO

EXHIBIT 2 TO
MOVES FOR SENIORS® FRANCHISE AGREEMENT

Statement of Ownership Interest

Effective Date: This Exhibit 2 is current and complete

as of _____, 20___

Franchisee Owners

1. **Form of Owner**. (Choose (a) or (b))

(a) **Sole Proprietorship**. List individual(s):

_____

_____

_____

(b) **Corporation, Limited Liability Company, or Partnership.**
_____ [name of entity]
You were incorporated or formed on _____, under the laws of the State/Commonwealth of _____ on _____.
The following is a list of your directors, if applicable, managers, if applicable, and officers as of the Effective Date:

Name of Each Director/Manager/Officer	Position(s) Held

2. **Owners**. The following list includes the full name of each person who is one of your owners (as defined in the Franchise Agreement), or an owner of one of your owners, and fully describes the nature of each owner's interest (attach additional pages if necessary).

	Owner's Name	**Percentage/Description of Interest**
(a)	_____	_____
(b)	_____	_____
(c)	_____	_____
(d)	_____	_____

3. **Identification of Operating Principal**. Your Operating Principal as of the Effective Date is _____ (must be one of the individuals listed in paragraph 2 above). You may not change the Operating Principal without prior written approval. The Operating Principal is the person to receive communications from Franchisor and Notice for Franchisee.

Postal Address: _____

_____

E-mail Address: _____

[Signatures on following page.]

FRANCHISOR:
MOVES FOR SENIORS FRANCHISING SYSTEMS LLC
a Pennsylvania limited liability company

By:_____
Christopher L. Smith, President & CEO

FRANCHISEE:

_____
[Print Name of Franchisee Entity]

By:_____
[signature of person signing on behalf of entity]

Title of Signer:_____

DATED:_____

(IF YOU ARE TAKING THE FRANCHISE INDIVIDUALLY AND NOT AS A LEGAL ENTITY):

_____
[signature of individual franchisee]

Print Name:_____

DATED:_____

_____
[signature of individual franchisee]

Print Name:_____

DATED:_____

EXHIBIT 3 TO
MOVES FOR SENIORS® FRANCHISE AGREEMENT

PERSONAL GUARANTEE

The undersigned persons hereby represent to Moves for Seniors Franchising Systems LLC (the "Franchisor"), that they are all of the shareholders of Franchisee, or all of the partners of Franchisee, or all of the members of Franchisee, as the case may be. In consideration of the grant by Franchisor to _____ (the "Franchisee") as provided under the Franchise Agreement between Franchisee and Franchisor, dated as of the date hereof (the "Franchise Agreement"), each of the undersigned agrees, in consideration of benefits received and to be received by each of them, jointly and severally, and for themselves, their heirs, legal representatives and assigns that they, and each of them, shall be firmly bound by all of the terms, provisions and conditions of the foregoing Franchise Agreement, that they and each of them do unconditionally guarantee the full and timely performance by Franchisee of each and every obligation of Franchisee under the Franchise Agreement, including, without limitation, any indebtedness of Franchisee arising under or by virtue of the Franchise Agreement and that they and each of them shall not permit or cause any change in the percentage of Franchisee owned, directly or indirectly, by any person, without first notifying Franchisor, of said proposed transfer and obtaining the prior written consent of Franchisor and without first paying or causing to be paid to Franchisor, the transfer fee provided for in the Franchise Agreement, and without otherwise complying with the transfer provisions of the Franchise Agreement. The undersigned further agree to be bound by the in-term and post-termination covenants of the Franchise Agreement including, without limitation, those relating to confidentiality, noncompetition and indemnification. The undersigned agree that the governing law and methods for resolution of disputes which govern this Guarantee shall be the same as those outlined in the Franchise Agreement.

EACH GUARANTOR ACKNOWLEDGES TO FRANCHISOR THAT GUARANTOR HAS READ THIS PERSONAL GUARANTEE AND UNDERSTANDS ITS TERMS AND GUARANTOR WOULD NOT SIGN THIS PERSONAL GUARANTEE IF GUARANTOR DID NOT UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS.

Dated:_____

_____
Print Name:
Address:
Phone Number:
Email:

_____
Print Name:
Address:
Phone Number:
Email:

_____
Print Name:
Address:
Phone Number:
Email:

EXHIBIT 4 TO
MOVES FOR SENIORS® FRANCHISE AGREEMENT

FORM OF CONFIDENTIALITY AGREEMENT

In consideration of my being a _____ of _____ (the "Franchisee"), and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby acknowledge and agree that:

1. _____, doing business as _____ (the "Franchisee"), has acquired the right from Moves for Seniors Franchising Systems LLC (the "Franchisor") to establish and operate a Moves for Seniors franchised business and the right to use in the operation of the Moves for Seniors franchised business, the Franchisor's trade names, trademarks and service marks (the "Proprietary Marks") and the Franchisor's unique and distinctive format and system relating to the establishment and operation of a Moves for Seniors franchised business (the "System"), as they may be changed, improved and further developed from time to time in the Franchisor's sole discretion.

2. The Franchisor possesses certain proprietary and confidential information relating to the operation of the Moves for Seniors System, which includes certain trade secrets, proprietary technology and registered materials, methods and other techniques and know-how (the "Confidential Information").

3. Any and all information, knowledge, know-how, and techniques which the Franchisor specifically designates as confidential shall be Confidential Information for purposes of this Agreement.

4. As _____ of the Franchisee, the Franchisor and Franchisee shall disclose the Confidential Information to me as part of certain training, access to the operations manual and other general assistance during the term of this Agreement.

5. I shall not acquire any interest in the Confidential Information, other than the right to utilize it in the operation of the Moves for Seniors franchised business during the term hereof. The use or duplication of the Confidential Information for any use outside the System would constitute an unfair method of competition.

6. The Confidential Information is proprietary, involves trade secrets of the Franchisor, and is disclosed to me solely on the condition that I agree, and I do hereby agree, that I shall hold in strict confidence all Confidential Information and all other information designated by the Franchisor as confidential. Unless the Franchisor otherwise agrees in writing, I shall disclose and/or use the Confidential Information only in connection with my duties as _____ of the Franchisee, and shall continue not to disclose any such information even after I cease to be in that position and shall not use any such information even after I cease to be in that position unless I can demonstrate that such information has become generally known or easily accessible other than by the breach of an obligation of Franchisee under the Franchise Agreement.

7. The Franchisor is a third-party beneficiary of this Agreement and may enforce it, solely and/or jointly with the Franchisee. I am aware that my violation of this Agreement shall cause the Franchisor and the Franchisee irreparable harm; therefore, the Franchisee and/or the Franchisor may apply for the issuance of an injunction preventing me from violating this Agreement, and I shall pay the Franchisee and the Franchisor all the costs it/they incur(s), including, without limitation, legal fees and expenses, if this Agreement is enforced against me. Due to the importance of this Agreement to the Franchisee and the Franchisor, any claim I have against the Franchisee or the Franchisor is a separate matter and does not entitle me to violate or justify any violation of this Agreement.

8. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania. The only way this Agreement can be changed is in writing signed by both the Franchisee and me.

Signature: _____

Name: _____

Title: _____

ACKNOWLEDGED BY FRANCHISEE

By: _____

Name: _____

Title: _____

EXHIBIT 5 TO
MOVES FOR SENIORS® FRANCHISE AGREEMENT

FORM OF GENERAL RELEASE
(Subject to Change)

FOR AND IN CONSIDERATION of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties agree and covenant to fully and mutually release the other as follows:

1. The undersigned _____ (the "Franchisee") and its shareholders, partners, members, managers, officers, and directors do hereby release and forever discharge Moves for Seniors Franchising Systems LLC (the "Franchisor"), its, successors, agents, assigns, officers, directors, shareholders, employees, representatives, and any and all other persons, firms and corporations whatsoever, from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, both known and unknown, breach of contract, defamation, and any claims whatsoever. This General Release (the "Release") shall apply to all agreements or contracts heretofore existing or entered into by and between Franchisee and Franchisor.

2. The consideration expressly mentioned herein is the only consideration paid or to be paid by said parties hereby released. The parties acknowledge that no other party, or agent, or attorney of any other party, has made any promise, or representation or warranty to induce this Release, not herein expressly set forth, and no such promises, representations or warranties are relied upon as a consideration for this Release, or otherwise, but any and all of the parties' respective claims, of whatever nature are hereby fully and forever released, compromised and settled. Full and complete compromise, settlement, and accord and satisfaction are hereby acknowledged, and it is expressly agreed by the undersigned parties never to sue any of the other parties hereby released on any alleged promise, representation or warranty for this Release not herein expressly set forth.

3. This Agreement contains the entire agreement and understanding between the parties as to the matters specified herein and supersedes and replaces all agreements on this subject matter, whether written or oral. The terms contained herein may not be modified or amended except in writing signed by the parties. The terms of this Release are contractual and not a mere recital.

4. The undersigned further state that they have carefully read the foregoing instrument; that they know the contents thereof; that they understand and agree to each and every term and condition contained herein; that they signed the same as their own free act and deed; and that they have not assigned any rights released hereunder to any person or organization, private or governmental.

5. The terms of this Release arose from discussions between the parties. Accordingly, no claimed ambiguity in this Release shall be construed against any party claimed to have drafted or proposed the language in question.

6. This Release shall be governed by and construed pursuant to the laws of the Commonwealth of Pennsylvania.

7. This Release may be executed in two copies, each of which shall be deemed an original.

8. All releases given by the Franchisee are intended to constitute a full, complete, unconditional and immediate substitution for any and all rights, claims, demands and causes of action whatsoever which exist, or might have existed, on the date of this document. Franchisee represents and warrants that he or she has made such independent investigation of the facts, law and otherwise pertaining to all matters discussed, referred to or released in or by this document.

9. [FOR USE IN WA ONLY]: This General Release does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

WITNESS OUR SIGNATURES, this the _____ day of _____, 20__.

By: _____

FRANCHISEE (Printed Name): _____

Title: _____

By: _____

FRANCHISEE (Printed Name): _____

Title: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

STATE ADDENDA

[reserved]

EXHIBIT D TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

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

Moves for Seniors Franchising Systems LLC
Balance Sheet
2/5/2026

Financial Row	Amount
ASSETS	
Current Assets	
Bank	
1002 - TSI TD Bank Operating	$10,000.00
1005 - TSI TD Bank Marketing	$0.00
Total Bank	**$10,000.00**
Accounts Receivable	
1100 - Accounts Receivable	$0.00
Total Accounts Receivable	**$0.00**
Other Current Asset	
1200 - Undeposited Funds	$0.00
1300 - Due From TSI/MFS	$0.00
1400 - Prepaid Expense	$0.00
Total Other Current Asset	**$0.00**
Total Current Assets	**$10,000.00**
Fixed Assets	
1500 - Furniture and Equipment	$0.00
1600 - Computers, Laptops, Peripherals	$0.00
1700 - Accumulated Depreciation	$0.00
Total Fixed Assets	**$0.00**
Other Assets	
Total Other Assets	**$0.00**
Total ASSETS	**$10,000.00**
Liabilities & Equity	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	$0.00
Total Accounts Payable	**$0.00**
Credit Card	
2250 - AMEX #51003/#52001	$0.00
2293 - Amex - 6004	$0.00
Total Credit Card	**$0.00**
Other Current Liability	
2014 - Due to TSI/MFS	
2015 - Accrued Commission	$0.00
2400 - Payroll Liabilities	
2400 - Payroll Liabilities	$0.00
Total - 2400 - Payroll Liabilities	**$0.00**
Total Other Current Liability	**$0.00**
Total Current Liabilities	**$0.00**
Long Term Liabilities	
2500 - Loan-Smith	$10,000.00
Total Long Term Liabilities	**$10,000.00**
Equity	
3010 - Capital Stock	$0.00
3020 - Treasury Stock	$0.00
3140 - Shareholder Distributions	$0.00
Retained Earnings	$0.00
Net Income	$0.00
Total Equity	**$0.00**
Total Liabilities & Equity	**$10,000.00**

EXHIBIT E TO THE DISCLOSURE DOCUMENT

TABLE OF CONTENTS – OPERATIONS MANUAL

Table of Contents

Section 1: Corporate Overview & System Summary

Section 2: Franchisee Role & Responsibilities

Section 3: Customer Intake & Service Assessment Process

Section 4: Sales Pipeline & Quote Delivery

Section 5: Service Delivery Workflow

Section 6: Vendor Network Management

Section 7: Partner Relationship Standards

Section 8: Technology Systems & Requirements

Section 9: Compliance & Quality Assurance

Appendices

EXHIBIT F TO THE DISCLOSURE DOCUMENT

LIST OF FRANCHISEES

None.

EXHIBIT G TO THE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know, Moves for Seniors Franchising Systems LLC and you are preparing to enter into a Franchise Agreement for the operation of a Moves for Seniors franchise. Please review each of the following questions carefully and provide honest responses to each question.

1. Have you received and personally reviewed the Moves for Seniors Franchising Systems LLC Franchise Disclosure Document and each exhibit we provided to you? Yes_____ No_____

2. Did you sign a receipt for the Franchise Disclosure Document indicating the date you received it? Yes_____ No_____

3. Have you discussed operating a Moves for Seniors franchise with an attorney, accountant or other professional advisor? Yes_____ No_____

4. Do you understand the success or failure of your franchise will depend on many factors including your skills and abilities, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace? Yes_____ No_____

5. Has any employee or other person speaking on behalf of Moves for Seniors Franchising Systems LLC made any statement or promise regarding the amount of money you may earn in operating the Moves for Seniors franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes_____ No_____

6. Has any employee or other person speaking on behalf of Moves for Seniors Franchising Systems LLC made any statement or promise concerning the total amount of revenue the Moves for Seniors franchise will generate that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes____ No_____

7. Has any employee or other person speaking on behalf of Moves for Seniors Franchising Systems LLC made any statement or promise regarding the costs involved in operating the Moves for Seniors franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document?
   Yes_____ No_____

8. Has any employee or other person speaking on behalf of Moves for Seniors Franchising Systems LLC made any statement or promise concerning the actual, average or projected profits or earnings or the likelihood of success that you should or might expect to achieve from operating a Moves for Seniors franchise that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes_____ No_____

9. Has any employee or other person speaking on behalf of Moves for Seniors Franchising Systems LLC made any statement or promise or agreement, other than those matters addressed in your Franchise Agreement, concerning advertising, marketing, media support, market penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Disclosure Document? Yes____ No_____

10. If you have answered “Yes” to any of the questions 7 through 11, please provide a full explanation of your answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of the foregoing

questions, please leave the following lines blank.

_____
_____
_____

By signing this Questionnaire, you are representing that you have responded truthfully to the above questions.

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

Maryland sales/Maryland residents: The representations, acknowledgements and affirmations in this Exhibit are not intended to nor shall they act as a release, estoppel, or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Act

Washington sales/Washington residents: This Franchisee Disclosure Questionnaire does not waive any liability the franchisor may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

_____
FRANCHISE APPLICANT

_____, 20__

EXHIBIT H TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

STATE	EFFECTIVE DATE
CALIFORNIA	Not registered
HAWAII	Not registered
ILLINOIS	Not registered
INDIANA	Not registered
MARYLAND	Not registered
MICHIGAN	Not registered
MINNESOTA	Not registered
NEW YORK	Not registered
NORTH DAKOTA	Not registered
RHODE ISLAND	Not registered
SOUTH DAKOTA	Not registered
VIRGINIA	Not registered
WASHINGTON	Not registered
WISCONSIN	Not registered

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

EXHIBIT I TO THE DISCLOSURE DOCUMENT

RECEIPT
(FRANCHISOR'S COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Moves for Seniors Franchising Systems LLC ("Franchisor") offers you a franchise, Franchisor must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement or make a payment to us or an affiliate in connection with the proposed franchise sale.

New York requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Franchisor does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the appropriate State agency Identified in Exhibit E.

Franchisor is Moves for Seniors Franchising Systems LLC, 274 Lancaster Ave., Suite 200, Malvern, PA 19355, 800-227-0515.

Issuance Date: February 5, 2026

The name, principal business address and telephone number of the franchise seller offering the franchise is Christopher L. Smith, having a principal business address of 274 Lancaster Ave., Suite 200, Malvern, PA 19355, and a telephone number of 610-535-4912 .

Franchisor authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I have received a Franchise Disclosure Document dated _____ that included the following Exhibits:

Exhibit A -	List of State Administrators/Agents for Service of Process
Exhibit B -	Form of Franchise Agreement
Exhibit C -	State Addenda
Exhibit D -	Financial Statements
Exhibit E -	Table of Contents – Operations Manual
Exhibit F -	List of Franchisees
Exhibit G -	Franchisee Disclosure Questionnaire
Exhibit H -	State Effective Dates
Exhibit H -	Receipt

Dated: _____

Signature: _____
Print Name:_____
Entity Name (if applicable):_____

You should return one copy of the signed receipt by signing, dating, and emailing it to us at info@movesforseniors.com or mailing it to us at 274 Lancaster Ave., Suite 200, Malvern PA 19355 attention Christopher L. Smith. You may keep the second copy for your records.

RECEIPT
(YOUR COPY)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

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Dated: _____

Signature: _____
Print Name:_____
Entity Name (if applicable):_____

You should return one copy of the signed receipt by signing, dating, and emailing it to us at info@movesforseniors.com or mailing it to us at 274 Lancaster Ave., Suite 200, Malvern PA 19355 attention Christopher L. Smith. You may keep the second copy for your records.