



## FRANCHISE DISCLOSURE DOCUMENT

ATN Care Franchising, LLC

111 Simpaug Turnpike

West Redding, CT 06896

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We are ATN Care Franchising, LLC a Delaware Limited Liability Company. We offer franchises to qualified individuals and entities to own and operate a Go Telecare franchise under our service marks, trade names, programs and systems under the name “Go Telecare” (the “Mark(s)”). Our franchisees operate a business selling medical billing and collection services and telehealth services under the Marks and the Go Telecare programs and systems (the “Method of Operation”).

The total investment necessary to begin operation of a Go Telecare franchise is \$133,650 to \$170,000. This estimate is only approximate. This includes the \$100,000 Initial Franchise Fee that must be paid to us.

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 of franchisor 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 Terry Doeberl, 111 Simpaug Turnpike, West Redding, CT 06896; phone: (203) 470-0482.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read your entire 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 “Buying a Franchise: A Consumer Guide,” 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](http://www.ftc.gov) for additional information. Call your state agency, visit your public library or search online 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: July 17, 2014

## STATE COVER PAGE

Your state may have a franchise law that requires a franchisor to register or file with a state franchise administrator before offering or selling in your state. REGISTRATION OF A FRANCHISE BY A STATE DOES NOT MEAN THAT THE STATE RECOMMENDS THE FRANCHISE OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in Exhibit C for information about the franchisor, or about franchising in your state.

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

Please consider the following RISK FACTORS before you buy this franchise:

1. THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION, ARBITRATION, AND LITIGATION ONLY IN CONNECTICUT. OUT-OF-STATE LITIGATION AND MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO SUE OR MEDIATE WITH US IN CONNECTICUT THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT STATES THAT CONNECTICUT LAW GOVERNS THIS AGREEMENT, AND CONNECTICUT LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. THE FRANCHISOR ONLY RECENTLY BEGAN OFFERING FRANCHISES AND HAS NO HISTORY OF FRANCHISE OPERATIONS.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

**We use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should make sure to do your own investigation of the franchise.**

Effective Date: [See the following page]

This Uniform Franchise Disclosure Document is effective as of:  
General FTC (for states not requiring registration) – July 17, 2014

States Requiring Registration or other filing (registration not approved if blank):

California:  
Florida:  
Hawaii:  
Illinois:  
Indiana:  
Kentucky:  
Maryland:  
Michigan:  
Minnesota:  
Nebraska:  
New York:  
North Dakota:  
Rhode Island:  
South Dakota:  
Texas:  
Utah:  
Virginia:  
Washington:  
Wisconsin:

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## **Item 1: The Franchisor, and any Parents, Predecessors and Affiliates.**

We are ATN Care Franchising, LLC (called “We,” “Us” or “Our”). We were organized in Delaware on June 16, 2014. We do business under the name “Go Telecare” and the Go Telecare marks. We do not intend to do business under any other names. ATN Care Franchising, LLC is called “us” or “we” in this franchise disclosure document. “You” means the prospective purchaser of a Go Telecare franchise, and includes owners or partners of a corporation, partnership or other legal entity that purchases a Go Telecare franchise.

We are the franchisor of the Go Telecare franchise system. We license our franchisees to own and to operate franchises under the Go Telecare names and marks. We authorize our franchisees to operate a business selling medical billing and collection services and telehealth services and to use our Method of Operation and our marks in the operations of the franchisee’s business.

Our principal office address is 111 Simpaug Turnpike, West Redding, CT 06896. Our telephone number is (203) 470-0482. We have offered franchises since the effective date of this disclosure document. We do not have any other business activities. We have never offered franchises in any other line of business. We do not operate businesses of the type being franchised. We and our affiliates may attempt to negotiate group discount rates for the benefit of our franchisees for products and services and for marketing and sales materials.

Our registered agent for service of process in Connecticut is: Terry Doeberl whom you can reach at 111 Simpaug Turnpike, West Redding, CT 06896; phone: (203) 470-0482. Our registered agents for other states are outlined in Exhibit D to this Disclosure Document.

We have one affiliate. American Telehealth Network, Inc. a Nevada Limited Liability Company. It was organized on January 25, 2013. Its principal address is 41 Madison Avenue, 25<sup>th</sup> Floor, New York, NY 10010. Since January 2013, American Telehealth Network, Inc. has owned and operated a business in New York, NY that offers products and services similar to the products and services offered by our franchisees. American Telehealth Network, Inc. is not an approved supplier of products and inventory to our franchisees.

We and our affiliates retain the right to own or operate Go Telecare franchises and corporate locations.

The market for Go Telecare services is primarily medical practices including but not limited to primary care, family practice, pediatrics, psychiatry and neurology. The principal sources of direct competition for your franchise are local and regional telehealth service businesses that offer and provide similar services.

A Go Telecare franchise may depend on the demographics of your territory and the number of medical businesses in your territory.

Many jurisdictions have specific laws and regulations pertaining to the operation of a Go Telecare in particular, anti-kickback laws which prohibit payments in order to receive business, Stark Law which prohibits self-referrals by physicians, labor laws, access by persons with disabilities and safety. It is your

responsibility to identify and comply with any and all laws applicable to your franchise, and we urge you to investigate these laws and regulations before becoming a Go Telecare franchisee.

Most jurisdictions have laws and regulations that apply to all businesses including Go Telecare generally, these may include:

Federal. Examples of federal laws are wage and hour, occupational health and safety, equal employment opportunity, communication to employees, environmental, and Americans With Disabilities Act.

State. State laws may cover the same topics as federal laws. Examples of state laws also include environmental, occupational health and safety; and fire, health and building and construction laws.

Local. Local laws may cover the same topics as federal and state laws. Other examples of local laws will include zoning, fire codes and waste disposal.

This Disclosure Document contains a summary of some material provisions of the franchise agreement. However, the franchise agreement (Exhibit A) expresses and governs the actual legal relationship between you and us.

The franchise agreement does not make you our agent, legal representative, joint venturer, partner, employee or servant for any purpose. You will be an independent franchise owner and will not be authorized to make any contract, agreement, warranty or representation or to create any obligation, express or implied, for us.

## **Item 2: Business Experience.**

Terrence Doeberl – President and CEO

Terrence has been President and CEO of ATN Care Franchising, LLC in West Redding, CT since its inception on June 16, 2014. Terrence has been Director of Product Management for American Telehealth Network, Inc. in New York, NY from December 1, 2012 to present. He was a consultant for TD Doeberl Consulting in Redding, CT from September 2011 to December 2012. Terrence was a Solution Consultant and Product Director at Pitney Bowes, Inc. in Stamford, CT from August 1981 to September 2011.

Dr. Dipak Nandi – Director

Dr. Nandi has been Director of ATN Care Franchising, LLC in West Redding, CT since its inception on June 16, 2014. Dr. Nandi has been Chairman of Sun Knowledge Ltd. In New York, NY since January 2007.

## **Item 3: Litigation.**

No litigation is required to be disclosed in this item.



#### **Item 4: Bankruptcy.**

No bankruptcy is required to be disclosed in this item.

#### **Item 5: Initial Fees.**

##### Initial Franchise Fee

You are required to pay to us an Initial franchise Fee of \$100,000. The Initial franchise Fee is paid in consideration of our sales expenses, administrative overhead, return on investment and start-up costs related to the execution of the franchise agreement and the opening of the franchise and for our lost or deferred opportunity to sell franchises in the franchise territory (Exhibit 1 to franchise agreement) to others.

Simultaneous with the execution of the franchise agreement, you will pay to us the entire Initial franchise Fee. We do not finance any portion of the Initial franchise Fee (See Item 10 below).

If you do not pass the mandatory Initial Training Program (See Item 11 below) to our exclusive satisfaction, we may terminate the franchise agreement.

You must commence operation the franchise within 90 days after you sign the franchise agreement (See Item 11 below). This time requirement may be extended for multiple franchise purchases. If this obligation is not fulfilled, we may elect to terminate the Agreement. We will retain the Initial franchise Fee. You must return any products and training materials you have obtained from us.

##### Multiple Franchise Purchases

If you desire to open more than one franchise and meet our criteria, then you may simultaneously sign a franchise agreement for each franchise to be opened. The Initial franchise Fee for multiple franchises is \$100,000 for the first franchise and \$75,000 for each additional franchise.

You will be responsible for paying all other fees required under the applicable franchise agreements as provided in those agreements. These fees are not refundable under any circumstances.

#### **Item 6: Other Fees.**

Item 6 Table

##### **OTHER FEES**

<b>Type of Fee</b>	<b>Amount</b>	<b>Date Due</b>	<b>Remarks</b>
Local Advertising	You must spend at least	As Incurred on a	This amount is not a fee

Requirement	\$800 per month on your local advertising.	monthly basis	paid to us. It is spent by you on local advertising.
Salesforce	Currently \$65 per month. You must use Salesforce for your date management system	As incurred on a month basis.	Paid directly to us.
Additional Training	Then-current rates, currently \$300 per day. You must also reimburse us for our reasonable out of pocket costs (travel, accommodations, etc.).	Before opening or after you open your franchise for business.	You must give us not less than 30 days' prior written notice of your desire to receive additional training. The duration of training is negotiable depending upon your needs. You will not receive any compensation for services rendered by the trainee during this or any other training. We may designate qualified franchisees or master franchisees to conduct some or all of your training.
Transfer Fee	\$25,000	Before transfer	
Renewal Fee	\$25,000	At time of renewal	

\*All fees are imposed by and payable to us. All fees are non-refundable.

### Item 7: Estimated Initial Investment.

Item 7 Table:

#### YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure	Amount	Method of Payment	When Due	To Whom Payment is To Be Made
Franchise Fee <sup>1</sup>	\$100,000	Cashier's Check	Upon Signing Franchise Agreement	Us
Insurance <sup>2</sup>	\$500 to \$2,000	As Arranged	Before Beginning Operations	Insurance Companies
Office Equipment	\$150 to \$250	As Arranged	Before Beginning	Suppliers

& Supplies <sup>3</sup>			Operations	
Initial Advertising <sup>4</sup>	\$2,000 to \$3,000	As Arranged	First 3 Months of Operation	Advertising Suppliers
Computer Equipment (Hardware/Software) <sup>5</sup>	\$500 to \$1,000	As Arranged	Before Beginning Operations	Suppliers
Training <sup>6</sup>	\$0 to \$2,500	As Arranged	Before Beginning Business	We come to your location
Licenses & Permits <sup>7</sup>	\$0 to \$250	As Arranged	Before Beginning Business	Licensing Authorities
Legal & Accounting <sup>8</sup>	\$500 to \$1,000	As Arranged	Before Beginning Business	Attorney, Accountant
Additional Funds <sup>9</sup>	\$30,000 to \$60,000	As Arranged	As Necessary	Employees, Utilities, Lessor, Suppliers
<b>TOTAL<sup>10</sup></b>	\$133,650 to \$170,000			

You should anticipate the preceding initial expenditures in connection with the establishment of a Go Telecare franchised business and your first 3 months of operations. Additional factors related to each expenditure category are described in the following Notes.

Financing sources may reduce your initial cash requirements, and the availability and terms of financing to any individual franchisee will depend upon factors such as the availability of financing in general, your credit worthiness, the collateral security that you may have and policies of lending institutions concerning the type of business to be operated by you. The investment and expenditures required of actual franchisees may vary considerably from the projections outlined below, depending on many factors, including geographical area, the amount of space leased by you, if any, and the capabilities of any particular management and service team. If you are purchasing multiple franchises, you will incur the estimated initial expenses for each franchise you operate.

#### NOTES

<sup>1</sup> Franchise Fee. The franchise fee is described in greater detail in ITEM 5 and the Area Development Addendum, if applicable, for information regarding the initial fees for multiple franchise purchases. We do not finance any fee.

<sup>2</sup> Insurance. You must purchase the following types and amounts of insurance:

- (1) Workers' compensation insurance and employer liability coverage with a minimum limit of \$1,000,000 or higher if your state law requires.

- (2) Comprehensive general liability insurance with minimum liability coverage of \$1,000,000 per occurrence, or higher if your state law requires.
- (3) Automobile liability insurance of at least \$500,000, or higher if your state law requires.

Factors that may affect your costs of insurance include the location of the franchise, number of employees and other factors. The amounts you pay for insurance are typically non-refundable. You should inquire about the cancellation and refund policy of the insurance carrier or agent at or before the time of purchase.

The insurance will not be limited in any way because of any insurance we maintain. Maintenance of the required insurance will not diminish your liability to us under the indemnities contained in this Agreement. The policy or policies will insure against our vicarious liability for actual and (unless prohibited by applicable law) punitive damages assessed against you.

We may require you to increase the minimum limits of and types of coverage to keep pace with regular business practice and prudent insurance custom.

The insurance will insure us, you, and our respective subsidiaries, owners, officers, directors, partners, members, employees, servants, and agents against any loss, liability, products liability, personal injury, death or property damage that may accrue due to your operation of the franchise. Your policies of insurance will contain a separate endorsement naming us as an additional named insured.

<sup>3</sup> Office Equipment and Supplies. You must purchase general office supplies including stationery, business cards and typical office equipment. Factors that may affect your cost of office equipment and supplies include market conditions, competition among suppliers and other factors. We do not know if the amounts you pay for office equipment and supplies are refundable. Factors determining whether office equipment and supplies are refundable typically include the condition of the items at time of return, level of use and length of time of possession. You should inquire about the return and refund policy of the suppliers at or before the time of purchase.

<sup>4</sup> Initial Advertising. You must spend the minimum amount we specify on grand opening advertising during the first 3 months of operation. We determine the minimum based on our assessment of your advertising costs in your area and the time of year that you are opening. You may choose to spend more. See ITEM 11. Factors that may affect the actual amount you spend include the type of media used, the size of the area you advertise to, local media cost, location of the franchise, time of year and customer demographics in the surrounding area. The amounts you spend for grand opening advertising are typically non-refundable. You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

<sup>5</sup> Computer Equipment (Hardware/Software). You must purchase the computer equipment, hardware and software necessary for operating the franchise. Our specifications for computer equipment, hardware and software are described in ITEM 11. We do not know if the amounts you pay for the computer equipment may be refundable. The amounts you pay for computer equipment are typically non-refundable, or if refundable, may be subject to a “restocking” fee.

You should inquire about the return and refund policy of the suppliers at or before the time of purchasing.

<sup>6</sup> Training. The cost of initial training is included in the franchise fee. If you choose to train at our headquarters rather than online, you are responsible for all travel, lodging and meal expenses you may incur while attending training at our headquarters.

<sup>7</sup> Licenses & Permits. State and local government agencies typically charge fees for occupancy permits, operating licenses and construction permits. Your actual costs may vary from the estimates based on the requirements of state and local government agencies. These fees are typically non-refundable. You should inquire about the cancellation and refund policy of the agencies at or before the time of payment.

<sup>8</sup> Legal & Accounting. You may need to employ an attorney, an accountant and other consultants to assist you in establishing your franchise. These fees may vary from location to location depending on the prevailing rates of local attorneys, accountants and consultants. These fees are typically non-refundable. You should inquire about the refund policy of the attorney, accountant or consultant at or before the time of hiring.

<sup>9</sup> Additional Funds. We recommend that you have a minimum amount of money available to cover operating expenses for the first 6 months that your franchise is open. These are only estimates based on our affiliate's experience in opening and operating a similar business. We cannot guarantee that our recommendation will be sufficient. Additional working capital may be required if sales are low or operating costs are high. These expenses are typically non-refundable.

<sup>10</sup> Total. In compiling this chart, we relied on our and our affiliate's history, knowledge and experience. The amounts shown are estimates only and may vary for many reasons, including the capabilities of your management team, where you locate your franchise and your business experience and acumen. You should review these estimates carefully with an accountant or other business advisor before making any decision to buy a franchise. These figures are estimates only and we cannot guarantee that you will not have additional expenses in starting the franchise.

We do not offer direct or indirect financing to you for any items.

We require no other payments.

These tables estimate your initial start-up expenses. These figures represent our estimates based upon our experience and estimated costs provided by authorized suppliers and vendors. We do not guarantee that you will not have additional and different expenses than those we have identified in this table. Your actual costs will depend upon many factors, including, how well you follow our directions and suggestions, your business skill and experience, local economic conditions.

We cannot estimate how long it may take for your revenues to exceed your expenses, if ever. YOU SHOULD NOT INFER THAT YOUR REVENUES WILL EXCEED YOUR EXPENSES AT THE END OF THE THREE-MONTH INITIAL PHASE OR BY THE TIME YOUR ADDITIONAL FUNDS HAVE BEEN COMPLETELY EXPENDED. We make no projections or

estimate of the amount of additional funds you may need for the operation of your franchise beyond the initial phase.

You should review these estimates with your business advisors before you decide to purchase the franchise or to make any expenditure.

### **Item 8: Restrictions on Sources of Products & Services.**

We will lend to you a copy of our Operations Manual at the mandatory training program described in Item 11 below. We may amend the Operations Manual, including changes that may affect minimum requirements for your franchise operations. You will strictly follow the requirements of the Operations Manual and as it may be amended. You will carry out immediately all changes at your cost, unless we otherwise specify. We reasonably may designate minimum standards for operations and designate guidelines, as specified in the Operations Manual. The Operations Manual is confidential and our exclusive property.

The Operations Manual contains the Go Telecare system and related specifications, operating procedures, accounting and bookkeeping methods, marketing programs and ideas, advertising layouts, advertising guidelines, operation requirements, public relations guidelines and other rules that we may prescribe.

You must purchase all advertising materials from our approved suppliers, to ensure uniformity and quality of the advertising.

The actual amount purchased may vary. The amount that you pay to any approved supplier to purchase your initial equipment package is refundable only to the extent negotiated with such approved supplier.

All specifications that we require of you and lists of approved suppliers will be included in the Operations Manual. We will upon request provide them to approved suppliers and vendors seeking approval. We will use our best judgment to set and modify specifications to maintain the integrity and quality of our franchise system.

With advance written notice, you may request our approval to obtain products, equipment, supplies or materials from sources that we have not previously approved. We may require you to give us sufficient information, photographs, drawings, samples and other data to allow us to determine whether the items from these other sources meet our specifications and standards. These specifications and standards will relate to quality, durability, value, composition, strength and the suppliers' capacity and facility to supply your needs in the quantities, at the times, and with the reliability necessary for efficient operation. Our confidential requirements, systems and formulas will be revealed to potential suppliers only after we have received reasonable evidence that the proposed supplier is trustworthy and reputable; has the capacity to consistently follow our standards and requirements; will maintain the confidentiality of the designs, systems and formulas; and will adequately supply your reasonable needs. We will not unreasonably withhold approval of a supplier you propose. We will notify you in writing of the approval or disapproval of any supplier you propose within 30 days of receiving written notice from you of your request for approval.

We and our affiliate may derive revenue from providing products to you. This revenue results from the difference in the amount we pay for the products and the amount we charge you for them. In fiscal year 2013, we did not receive any revenue of this type. We estimate that approximately 0% to 2% of our total revenues will be from products purchased from us by our franchisees. We estimate that purchases from us will be from 0% to 5% of the total purchases you make to establish your franchise.

We estimate that annual purchases from other approved suppliers will be from 90% to 95% of your total purchases.

We and our affiliate may receive rebates, price adjustments, or discounts on products or services sold to you by recommended or approved suppliers. As of the date of this disclosure document we have not received any such funds.

You are required to use approved accounting and database management systems including Salesforce. It is recommended that you retain the services of a qualified accountant or bookkeeper.

There are no other obligations for you to purchase or lease according to specifications or from approved suppliers. Except as explained above, we have no required specifications, designated suppliers or approved suppliers for goods, services or real estate related to your franchise business.

We currently provide material benefits to franchisees based on use of designated or approved sources including the right to renew your franchise rights and to obtain additional franchises.

We intend to negotiate purchase arrangements with suppliers, including price terms, for the benefit of our franchisees. We have not yet entered into any formal purchasing or distribution cooperatives related to our franchise system, but we reserve the right to do so. In the future, we hope to create and augment the effectiveness of cooperatives for the purchase of materials and the provision of advertising, for the benefit of the Go Telecare franchise system.

You may not sell any products, services or activities other than those specifically recognized and approved by us as part of our franchise system without our prior written approval.

**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 in this disclosure document.**

Item 9 Table:

**FRANCHISEE’S OBLIGATIONS**

Obligation	Section in Franchise Agreement (“FA”) and Area	Disclosure Document Item
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	<b>Development Addendum ("ADA")</b>	
a. Site selection and acquisition/ lease	Article 1	Items 6 and 12
b. Pre-opening purchases /leases	Article 2, 4 and 8	Items 7 and 8
c. Site development and other pre-opening requirements	Article 2, 3 and 4	Items 7, 8 and 12
d. Initial and ongoing training	Article 3	Items 6 and 11
e. Opening	Article 2, 4 and 15	Item 11
f. Fees	Article 1, 3, 6 and 9	Items 5, 6 and 17
g. Compliance with standards & policies/Operations Manual	Article 3, 4, 5 and 8	Items 11 and 17
h. Trademarks and proprietary information	Article 7 and 10	Items 13, 14 and 17
i. Restrictions on products and services offered	Article 4, 5 and 8	Items 8, 12, 13, 16 and 17
j. Warranty and customer service requirements	Article 4	Item 11
k. Territorial development and sales quotas	N/A	Items 7 and 12
l. Ongoing product & service purchases	Article 8	Items 7 and 8
m. Maintenance, appearance and remodeling requirements	Article 4 and 5	Items 7, 11 and 17
n. Insurance	Article 16	Item 7
o. Advertising	Article 6 and 13	Items 9 and 11
p. Indemnification	Article 20	Item 6
q. Owner's participation/ management/ staffing	Article 3, 10, 11 and 13	Items 11, 15 and 17
r. Records and reports	Article 9 and 18	Items 6, 11 and 17
s. Inspections and audits	Article 5 and 9	Items 6, 11 and 17
t. Transfer	Article 13	Item 17
u. Renewal	Article 14	Item 17
v. Post-termination obligations	Article 15	Item 17
w. Non-competition covenants	Article 10 and 11	Item 17
x. Dispute resolution	Article 20	Item 17

### **Item 10: Financing.**

We do not provide direct or indirect financing and do not assist in providing financing for you. We do not guarantee any notes or financial obligations you may incur in setting up and operating your franchise.



## **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 franchise, we will:

1. Designate your franchise territory in the franchise agreement and Exhibit 1 to the franchise agreement, before the franchise agreement is executed (franchise agreement, Article 1). If you are simultaneously purchasing multiple franchises, we will designate your Designated territory and Development Schedule that establish where and when you must open your franchises (Area Development Addendum, Sections 2 and 3).
2. Provide initial orientation and training to you and your designated manager(s). (franchise agreement, Article 3).
3. Assist you in complying with local laws and regulations to enable you to operate your franchised business.
4. Loan you a copy of the Operations Manual. (franchise agreement, Article 4). The table of contents for our Operations Manual as of the Date of this Disclosure Document is attached hereto as Exhibit E.
5. Give you a list of any approved or designated suppliers. (franchise agreement, Article 5).

### Time to Open

#### *Individual Unit Franchise*

The typical length of time between the signing of the franchise agreement or first payment of consideration for the franchise and the opening of the franchise for business is about 30 days. You are expected to complete the mandatory training program and commence your franchise business operations within 90 days after you sign the franchise agreement. Factors that may affect this time include arranging for the training session, and attending the training session financing and business permit requirements, and your personal operational needs. Any failure caused by a war or civil disturbance, a natural disaster, a labor dispute, shortages or other events beyond your reasonable control will be excused for a reasonable time under the circumstances.

If the commencement of operation is not fulfilled, we may terminate the franchise agreement. We may retain the Initial franchise Fee. You then are required to return any materials you have obtained from us. (franchise agreement, Article 2).

#### *Area Development for Multiple Franchise Purchase*

If you simultaneously purchase multiple franchises and sign the Area Development Addendum (Exhibit 1 to franchise agreement), then the time to open each franchise will be determined from the date that you sign the Area Development Addendum, according to the following timeline (the “Opening Date”):

<b>Franchise #</b>	<b>Time to Open</b>
1 <sup>st</sup>	3 months
2 <sup>nd</sup>	6 months
3 <sup>rd</sup>	9 months

If you have not opened the franchise and commenced operation of the franchise by the Opening Date set forth above and in the Area Development Addendum, we may terminate the relevant franchise agreement and no portion of any payment you paid to us will be refundable or returned to you.

### Operations Manual

The Go Telecare Operations Manual is confidential and remains our property. It contains mandatory and suggested specifications, standards and procedures. We may modify the Operations Manual, but the modifications will not alter your basic status and rights under the franchise agreement. The revisions may include advancements and developments in supplies, products, services, equipment, sales, marketing, operations techniques, and other items and procedures used for the operation of the franchise. As of the date of this disclosure document, the Operations Manual consists of approximately 200 pages.

### Training

#### Mandatory Initial Training

Before you commence your franchised business operations, we will provide you a mandatory initial training program that lasts approximately 10 days. The initial training program is held online or at our corporate offices in West Redding, CT or at another location that we designate. (franchise agreement, Article 3). The cost of the initial training program is included in the Initial franchise Fee. Accommodations, travel, room, board and wage expenses during this period are borne by you. If the franchise is managed by any persons other than you, you must notify us of the identity of the manager(s). The training program must be completed by all franchisees and their designated managers (if any) unless, at our reasonable discretion, based upon a franchisee’s or a designated manager’s experience, it is deemed unnecessary.

If you simultaneously purchase multiple franchises and sign the Area Development Addendum, we have no obligation to provide the initial franchise training program to you, your designated manager(s), negotiators or client managers, except pursuant to your first franchise agreement. (See Area Development Addendum [Exhibit 1 to franchise agreement], Section 5).

As of the date of this disclosure document, the current agenda for the training includes:

#### INITIAL TRAINING PROGRAM\*

<b>Subject</b>	<b>Hours of Classroom Training</b>	<b>Hours of On-The-Job Training</b>	<b>Location</b>
Go Telecare Services	18	0	Online from your home or office
Your Office	2	0	Online from your home or office
Business Licenses	1	0	Online from your home or office
Hiring and Managing Employees	4	0	Online from your home or office
Sales and Marketing	40	0	Online from your home or office
Customer Service	4	0	Online from your home or office
Accounting and Reporting	8	0	Online from your home or office
Business Supplies	2	0	Online from your home or office
Equipment	1	0	Online from your home or office
Total	80	0	

\*The Training Schedule may be amended.

Our trainer is Austin Deer and others under his supervision. In addition to training for ATN Care Franchising, LLC since its inception in June of 2014, Austin has been Account Director for our affiliate, American Telehealth Network, Inc. since April of 2014. Additionally, Austin was a Sales Executive for Zocdoc in New York, NY from July 2013 to May 2014.

You must request to schedule a training session for you and the designated manager, if any, at least 14 days before the session is to start. Training is scheduled and held on an “as needed” basis depending on the number of franchisees requesting in a particular time frame and the franchisor’s training personnel’s availability. The initial training program must be completed before the scheduled date of the opening of the franchise. You must send us the names of the individuals to be trained and any other information we may request.

You and any designated full-time manager must complete the initial mandatory training program to our satisfaction or we may terminate the franchise agreement. We will not be liable for your costs or expenses

if we terminate the franchise agreement because you or your manager fails to complete the mandatory training to our satisfaction.

We may at any time during initial training inform you that an individual attending training on your behalf is not suitable due to criminal activities, disruptive behavior, poor attendance or other reasons. Upon that notice, our obligations to train that individual will be deemed to have been discharged.

We may, at our discretion or upon your request, provide other supervision, training, assistance and services before and/or after the opening of your franchise; such as coach or trainer communications, online or video instructional programs, literature, advertising materials, displays, flyers and additional training or assistance.

### Our Obligations DURING the Operation of Your Franchise Business

After you open your franchise, we will:

1. At your option and upon not less than 30 days' prior written notice to us, you may receive additional training at our training location or at other agreed upon locations. All expenses of this training will be borne by you, including but not limited to your travel, lodging, meals, compensation and our reasonable costs and expenses including a reasonable training fee at our then current rates. This additional training consists of visits to our franchisees, work experience and observation of franchise operations. The duration of training is negotiable depending upon your needs. You will not receive any compensation for services rendered by the trainee during this or any other training. (franchise agreement, Article 3).
2. From time to time we may provide refresher training programs or seminars and may require that you or your managers attend and complete them to our satisfaction. These programs and seminars will be held online or at locations we designate and will be provided without charge to you. You will be responsible for paying all travel, living and other expenses and compensation for attending these programs and seminars. (franchise agreement, Article 3). In addition, we may deem it appropriate or necessary to provide additional training and supervision to you and your manager(s) and employees at your franchise location. If so, you will fully participate in and complete this additional training and supervision, including additional or revised training programs and processes that may be added to the Operations Manual in the future. We may charge a reasonable training fee for these additional training sessions.
3. Conduct activities to ensure compliance with the terms of the franchise agreement and Operations Manual to assure consistent quality and service throughout our franchise system.
4. We may provide other supervision, assistance or services although we are not bound by the franchise agreement or any related agreement to do so. These may include, among other things, advertising materials, literature, additional assistance in training, promotional materials, bulletins on new products or services and new sales and marketing developments and techniques.

## Advertising

We may promote our franchises through television, print, internet, social media and public relations. This may be done locally and regionally. We may use in-house advertising departments and may use regional or national advertising agencies. We may provide to you advertising materials and point of sale aids for you to use in your local advertising and promotional efforts.

## Local Advertising Expenditures

You must spend in your local market at least \$800 per month to advertise and promote the franchise (the "Local Advertising Requirement"). You will report the nature, extent and amount of these local expenditures in the form and at the times we require in the Operations Manual.

## Promotional Materials

You will submit to us all advertising copy and other advertising and promotional materials before you use them in your local advertising program. You will not use any advertising copy or other promotional material until we approve it. You specifically acknowledge and agree that any web site will be deemed "advertising" under the franchise agreement and will be subject to (among other things) our approval and restrictions and requirements outlined in the Operations Manual. (The term "web site" means an interactive electronic document, contained in a network of computers linked by communications software that you operate or authorize others to operate and that refers to the franchised business, proprietary marks, us or the Method of Operation. The term web site includes, but is not limited to, Internet and World Wide Web home pages.)

## Computer Systems

We will require you to have computer equipment and systems that meet our specifications. You must lease, purchase or otherwise acquire, from sources of your choice and at your expense, software and hardware which strictly conform to our specifications. If you do not already have the computer systems that we require before you purchase a franchise, the estimated cost of purchasing the computer systems that we require is approximately \$500 to \$1,000.

You must use our proprietary or recommended software and reporting systems to ensure consistency throughout the franchise system. You must use Salesforce for your database management system. We may require you to use an information processing and communication system that is fully compatible with any program or system which we, in our sole discretion may employ. If we require, you must record and transmit all financial information using this system. We may at our discretion change standards for reporting to provide effective technology for the entire system. We will have full ability to poll your data, system and related information by means of direct access whether in person, or electronically. We will have independent access to the information that will be generated and stored in your information processing and communication system. We will have access to all of your data and there will be no contractual limitation on our right to access your information and data. We will not implement any electronic system that will disrupt or damage your electronic system, and our access will be read-only.

None of this hardware or software is proprietary to us at this time.

## **Item 12: Territory.**

### Franchise Territory

We will not place or authorize anyone else to place or operate a Go Telecare franchise within your franchise territory. The franchise territory is identified in Section 1.1 of the franchise agreement and in Exhibit 1 of the franchise agreement.

So long as the franchise agreement is in force, and you are not in default in any material provision of the franchise agreement, we will not establish or allow others to establish a Go Telecare franchise within your franchise territory. You may not establish or operate any other Go Telecare business outside your territory without executing a separate franchise agreement for that franchise. To establish additional franchise outlets, you must not be in default in any material provision of any and all agreements between you and us and you must sign our then current franchise agreement.

You will receive an exclusive territory. You will not face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control. We will not place or authorize anyone else to operate a Go Telecare franchise within your franchise territory.

### Relocation

You must receive our written permission before you relocate your franchise. Any relocation will be at your sole expense. You must satisfy our then current franchise placement and demographics criteria, as expressed in the Operations Manual.

### Continuation of Your Franchise

Your territorial protections are not dependent upon achievement of a certain sales value, market penetration, or any other contingency. There are no other circumstances that permit us to modify or alter your territorial rights during the term of your franchise agreement. There are no minimum sales quotas.

### First Right of Purchase and Right of First Refusal

You do not receive the right and you have no options, rights of first refusal or similar rights to acquire additional franchises or grant sub franchises within the franchise territory or in contiguous territories.

### Our Use of the Service Marks and Go Telecare Products and Services

We retain all rights not specifically granted to you in the franchise agreement. This includes our right to use or license the use of our service marks and trademarks to others.

We retain the sole right to market on the Internet, including all use of web sites, domain names, URL's, linking, meta-tags, advertising and e-commerce ("Internet"). You will provide us content for our Internet marketing, and follow our Intranet and Internet usage requirements. We also retain the sole right to use the service marks on the Internet. We retain the right to approve any linking or other use of our web site. You may not establish a presence on or market using the Internet except as we may specify, and only with our prior written consent. We intend that any franchisee web site be accessed only through our home page. Subject to the terms of use on our web site, we may gather, develop and use in any lawful manner information about any visitor to the web site, including, but not limited to, your customers,

franchisees or prospective franchisees regardless of whether they were referred to you via the web site or were otherwise in contact with you.

We have not established and do not intend to establish other franchises or company-owned outlets selling similar products or services under a different method of operation, trade name or trademark.

We may purchase or be purchased by, or merge or combine with, competing businesses, wherever located.

#### Your Use of the Service Marks and Go Telecare Products and Services

Except with our prior written permission, you will not place under any circumstances, advertisements using the marks in or originating from any area other than the franchise territory.

Except as otherwise provided in the franchise agreement or the Operations Manual, you may not directly market to, solicit or service customers whose principal home address or place of business is outside the franchise territory. You may not advertise in any media whose primary circulation is outside the franchise territory, except with our prior written permission and the prior written consent of any of our franchisees whose territory is reached by that media. All Internet marketing is part of our marketing programs described in the Operations Manual and defined in the franchise agreement, and must be coordinated through us and approved by us.

You may not market independently on the Internet or acquire an independent Internet domain name or web site. You may not solicit or accept orders outside your franchise territory under other channels of distribution (such as the Internet, other forms of media now or in the future developed, wholesale and mail order channels) without our prior written approval.

Only we may place national or regional advertising.

#### **Item 13: Trademarks**

Our principal Go Telecare mark has been filed with the Principal Register of the U.S. Patent and Trademark Office as follows:

Mark	Serial Number	Filing Date
Go Telecare	86303649	June 9, 2014

If we have not filed all required affidavits, it is because they are not yet due. We intend to file all statements of use and other required affidavits as they become due.

We and our affiliate also claim common law rights to the Go Telecare names and related marks, logos, designs and slogans, including without limitation the following logos:



We do not have a federal registration for this logo, one of our principal trademarks. Therefore, our trademark does not have as many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We will allow you to use these and all other trade names, trademarks, service marks and logos we now own or may in the future develop for our franchise system.

The trademark(s) are our exclusive property. You will immediately notify us of any infringement of, or challenge to, your use of the trademarks or any marks identical to or confusingly similar to the trademarks, including any claims of infringement or unfair competition. While we will make reasonable efforts to protect your rights to use the trademarks, we will have sole discretion to take or not to take action, as we deem appropriate. If we undertake the defense or prosecution of any litigation or administrative action involving you or any litigation or administrative action involving the trademarks, you agree to execute any and all documents and to do all acts and things that in the opinion of our counsel are necessary or advisable to carry out the defense or prosecution. This may be done either in our name or in your name, as we will elect. We will not be required to participate in your defense or indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving the trademarks or if the proceedings are resolved unfavorably to you. Instead, at any time, you will modify or discontinue use of any franchise names or trademarks, or will use one or more substitute names or marks, if we so direct in writing at any time. Our sole obligation in this event will be to reimburse you your tangible costs in complying with our direction (i.e., cost of changing signs, stationery, etc.). Under no circumstances will we be liable to you for any other damages, costs, losses, rights or detriments related to any modification, discontinuance or substitution. All obligations or requirements imposed upon you relating to the trademarks will apply with equal force to any modified or substituted names or marks. You must follow our rules when you use the trademarks. You may not use the trademarks in any manner we have not authorized in writing.

All goodwill associated with the trademarks, including any goodwill that might be deemed to have arisen through your activities, will accrue directly and exclusively to our benefit, except as otherwise provided by applicable law.

You may not use or give others permission to use the trademarks or any colorable imitation of them, combined with any other words or phrases.

We may change or modify any part of the trademarks at our sole discretion. You will accept, use and protect, for the purposes of the franchise, all changes and modifications as if they were part of the trademarks at the time the franchise agreement is executed. You will bear all costs and expenses that may be reasonably necessary because of these changes or modifications. Under no circumstances will we be



liable to you for any damages, costs, losses or detriments related to any of these changes or modifications.

#### **Item 14: Patents, Copyright & Proprietary Information.**

We intend to affix a statutory notice of copyright to Operations Manual, to most of our advertising products, to our training materials and our online tutorials, and to our paper and service products, and to all modifications and additions to them. There are no determinations, agreements, infringements or obligations currently affecting these notices or copyrights. You have no rights to the copyrighted material. You are granted the right and are required to use the copyrighted items only with your operation of the franchise during the term of your franchise agreement.

The Operations Manual is described in Exhibit E. Although we have not filed applications for copyright registration, all copyrighted materials are our property. Item 11 describes limits on use of copyrighted materials by you and your employees. You are only permitted to use our proprietary processes and systems in accordance with the franchise agreement and only as long as you are a franchisee. You must contact us immediately if you learn of any unauthorized use of our proprietary information. You must also agree to not contest our rights to and our interest in our copyrights and other proprietary information.

We have no patents material to your franchise.

We claim proprietary rights to certain confidential information and trade secrets related to our franchise system.

#### **Item 15: Obligation to Participate In the Actual Operation of the Franchise Business.**

We strongly recommend that you (or one of your owners if you are a business entity), participate fully in the actual day-to-day operation of the franchise business. However, you may designate a manager to assume responsibility for day-to-day operations. Any Managers you employ to help you to operate the franchise must successfully complete the mandatory training program described in Item 11. The manager and all of your owners must agree to be bound by the confidentiality and non-competition provisions of the franchise agreement.

Each of your owners must assume and agree to discharge all of your obligations under the franchise agreement.

#### **Item 16: The Restrictions Of What The Franchisee May Sell.**

We require that you use, offer and sell only those products and services that we approve in writing, which writing includes the Operations Manual. You must offer all products and services that we designate as required by our franchisees. We reserve the right, without limitation, to modify, delete and add to the authorized products and services.

#### **Item 17: Renewal, Termination, Transfer and Dispute Resolution.**

## THE FRANCHISE RELATIONSHIP

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

Provision	Section in Franchise of Franchise Agreement and Area Developer Addendum	Summary
a. Length of the franchise term	FA Article 15	10 years
b. Renewal or extension of term	FA Article 15	If you are in good standing, you may renew for periods of 10 years under the terms of our then current franchise agreement forms that may have materially different terms and conditions than your original contract.
c. Requirements for franchisee to renew or extend	FA Article 15	“Renewal” means that you, upon the expiration of the original term of the franchise agreement, have the right to enter into a new agreement according to our then-current franchise agreement forms that may have materially different terms and conditions than your original contract. You must give notice at least three and not more than six months before expiration of the initial term; faithfully perform under the initial agreement; replace obsolete equipment; sign general release; sign a new agreement; pay \$25,000 renewal fee; and go through re-training
d. Termination by franchisee	None	Not applicable
e. Termination by franchisor without cause	None	Not applicable
f. Termination by franchisor with cause	Article 15	We can terminate only if you default. Any material violation or breach of the franchise agreement is deemed a material breach of any other franchise or other agreement between you and us. The non-breaching party then will be entitled to enforce the penalties of or to terminate the franchise agreement and any relevant addenda and any or all

		of such other franchise agreements.
g. "Cause" defined – curable defaults	Article 15	You have 30 days to cure any default not listed in Section 6.3.
h. "Cause" defined – non-curable defaults	Article 15	Bankruptcy and insolvency, abandonment, repeated default, misrepresentations, levy of execution, criminal conviction, noncompliance with laws, non-payment of fees, repeated under reporting of sales, disclosure of information.
i. Franchisee's obligations on termination or nonrenewal.	Article 16	De-identification, return of manuals, release of phone numbers and listings, de-identification of your franchise equipment and premises, payment of sums owed, confidentiality, and non-competition.
j. Assignment of contract by franchisor	Article 14	There are no restrictions on our right to transfer.
k. "Transfer" by franchisee - defined	Article 14	Restrictions apply if you sell, transfer, assign, encumber, give, lease, or sublease (collectively called "transfer") the whole or any part of: the franchise agreement, substantial assets of the franchise, or ownership or control of you.
l. Franchisor's approval of transfer by franchisee	Article 14	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Article 14	The transferee must qualify as a franchisee, he must assume your obligations, you may not be in default, the transferee must successfully complete the mandatory training, the transfer fee is \$25,000, the transferee must sign a new franchise agreement on our then current terms, and you must release us.
n. Franchisor's right of first refusal to acquire franchisee's business	Article 14	If you receive an offer, we will have the right to purchase on the same terms and conditions as offered to you, 60-day notice and right to decide.
o. Franchisor's option to	None	Not Applicable

purchase franchisee's business		
p. Death or Disability of franchisee	Article 14	Your rights may pass to your heirs or legatees if they assume your obligations and attend training. On your disability, you may sell the business or keep it if operated by trained personnel.
q. Non-Competition Covenants During the Term of the Franchise	Article 10	You may not disclose confidential information or compete.
r. Non-Competition Covenants After the Franchise is Terminated or Expires	Article 10	No competition is allowed for 2 years within the territory, within a 50-mile radius of the territory, within a 50-mile radius of any location where we operate or have granted the franchise to operate a Go Telecare Business.
s. Modification of the Agreement	Article 22	We may modify the Operations Manual. Modifications to the language of the franchise agreement require the signed written agreement of the parties.
t. Integration/Merger Clause	Article 22	Only the terms of the franchise agreement and Operations Manual are binding. Any other promises may not be enforceable. Nothing in the franchise agreement is intended to disclaim the representations we made in the franchise disclosure document that we delivered to you.
u. Dispute Resolution by Arbitration or Mediation	Article 21	Except for certain claims, all disputes must be arbitrated in accordance with the procedures of the franchise Arbitration & Mediation Service ("FAM") or its successor in Fairfield County, CT, except as stated in State Addenda to this Disclosure Document.
v. Choice of Forum	Article 21	Litigation and arbitration must be in Fairfield County, CT. Some states do not allow franchisees to give up their right to bring or defend lawsuits in the courts of their state. See Exhibit G to this Disclosure Document for state

		addenda to this Item.
w. Choice of Law	Article 21	Connecticut law applies except as otherwise provided in the franchise agreement. Some states do not allow franchisees to give up their right to bring or defend lawsuits in the courts of their state.

See State Law Addendum Exhibit for state-specific disclosures (if any).

**Item 18: Public Figures.**

No public figure is involved in our franchise program.

**Item 19: Financial Performance Representations.**

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

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the Franchisor's management by contacting Terry Doeberl at (203) 470-0482, the Federal Trade Commission, and the appropriate state regulatory agencies.

**Item 20: Outlets and Franchise Information.**

**Table No. 1**

SYSTEM WIDE OUTLET SUMMARY FOR YEARS 2011 TO 2013				
Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2011	0	0	0
	2012	0	0	0
	2013	0	0	0
	2011	0	0	0

Company Owned	2012	0	0	0
	2013	0	1	+1
Total Outlets*	2011	0	0	0
	2012	0	0	0
	2013	0	1	+1

\* This chart includes both franchised and company-owned Go Telecare locations. As of the date of this Disclosure Document, there is location in operation, our affiliate American Telehealth Network, Inc.

**Table No. 2**

TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS (OTHER THAN THE FRANCHISOR) FOR THE YEARS 2011 TO 2013		
State	Year	Number of Transfers
CT	2011	0
	2012	0
	2013	0
Total *	2011	0
	2012	0
	2013	0

\* As of the date of this Disclosure Document, there are no franchises who have had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**Table No. 3**

STATUS OF FRANCHISE OUTLETS FOR YEARS 2011 TO 2013								
State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
CT	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0
Total*	2011	0	0	0	0	0	0	0
	2012	0	0	0	0	0	0	0
	2013	0	0	0	0	0	0	0

\* As of the date of this Disclosure Document, there are no franchise locations opened, and no franchises who have had an outlet terminated, cancelled, transferred, not renewed or otherwise voluntarily or

involuntarily ceased to do business under a franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the date of the Disclosure Document issuance date. If you buy this franchise, your contact information may be disclosed when you leave the franchise system.

**Table No. 4**

<b>STATUS OF COMPANY-OWNED OUTLETS FOR YEARS 2011 TO 2013</b>							
<b>State</b>	<b>Year</b>	<b>Outlets at Start of Year</b>	<b>Outlets Opened</b>	<b>Outlets Reacquired From Franchisee</b>	<b>Outlets Closed</b>	<b>Outlets Sold to Franchisee</b>	<b>Outlets at End of the Year</b>
CT	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	1	0	0	0	1
Total *	2011	0	0	0	0	0	0
	2012	0	0	0	0	0	0
	2013	0	1	0	0	0	1

\* The company-owned unit refers to our affiliate American Telehealth Network, Inc..

**Table No. 5**

<b>PROJECTED OPENINGS AS OF DECEMBER 31, 2014</b>			
<b>State</b>	<b>Franchise Agreements Signed But Outlets Not Yet Opened</b>	<b>Projected New Franchised Outlets in the Next Fiscal Year</b>	<b>Projected New Company-Owned Outlets in the Next Fiscal Year</b>
CT	0	1	0
Total *	0	1	0

\* We project the opening of 1 Go Telecare franchises during our fiscal year ending December 31, 2014. These are projections of the number of new franchises we expect will open in the next fiscal year. It is, however, only a projection. We continue to look for new franchisees throughout the United States and will open locations in any state in which we find qualified purchasers, except in those states where we are not authorized to sell franchises. Therefore the

actual number of new franchisees in any state that open in the next fiscal year could vary from the number described above.

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

The following is a complete listing of all of our current franchisees and the addresses and telephone numbers of all of their operations as of December 31, 2013:

N/A

The following is a complete listing of all of our current company-owned and affiliate-owned outlets and the addresses and telephone numbers of all of their operations as of December 31, 2013:

American Telehealth Network, Inc.

41 Madison Ave, 25<sup>th</sup> Floor

New York, NY 10010

Phone: (866) 636-6264

We have no current area developers or master franchisees.

The following is a list of the name, city and state, and the current telephone number (of if unknown, the known home or mobile telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year or who has not communicated with us within 10 weeks of the date of this Disclosure Document:

N/A

Our standard franchise agreement (Exhibit A), all renewal and transfer agreements and all agreements to settle disputes with franchisees, generally contain confidentiality clauses. Thus, all our franchisees have signed a confidentiality clause with us. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with Go Telecare. You may wish to speak with current and former franchisees, but be aware that not all franchisees will be able to communicate with you.

The following is a list, to the extent known to us, of the names, addresses, telephone numbers, email addresses, and web addresses of each trademark-specific franchisee organization associated with the franchise system being offered which we have created, sponsored or endorsed:



N/A

**Item 21: Financial Statements.**

We have not been in business for three years or more and cannot include all of the financial statements required under this Item. Attached in Exhibit C to this Disclosure Document are our audited financial statements from our date of date of inception to July 9, 2014. Our fiscal year-end is December 31.

**Item 22: Contracts.**

The following agreements are exhibits:

1. Franchise Agreement (including exhibits and schedules) – Exhibit A
2. Confidential Information Agreement – Exhibit B

**Item 23: Receipts.**

Attached to this Disclosure Document are two (2) Receipt pages (Exhibit F). They are duplicates that evidence your receipt of this Disclosure Document. The first is to be retained by you, the other by us.

**EXHIBIT A**  
**FRANCHISE AGREEMENT**

**ATN CARE FRANCHISING, LLC**  
**FRANCHISE AGREEMENT**

**FRANCHISEE:**

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## FRANCHISE AGREEMENT

**THIS AGREEMENT** made this \_\_\_ day of \_\_\_\_\_, 201\_ by and between ATN Care Franchising, LLC, a Delaware Limited Liability Company with a principal place of business at 111 Simpaug Turnpike, West Redding, CT 06896 (“Franchisor”), and \_\_\_\_\_ with a principal address of \_\_\_\_\_ (the “Franchisee” as also defined in Article 10):

### Definitions:

In this Agreement the following terms shall have the meanings set forth below, unless the context otherwise requires:

- (1) “Go Telecare” is a business that specializes in the sale of Authorized Go Telecare Services and Authorized Go Telecare Products, as defined below, is operated under Franchisor’s Marks, as defined below, and is authorized by a franchise or license agreement made or approved by Go Telecare.
- (2) A “System Business” is defined as only the operation of a Go Telecare from which Go Telecare Authorized Services or Products are sold.
- (3) “Authorized Services or Authorized Products” or “Go Telecare Authorized Services and Authorized Products” are defined as Authorized Products and/or Authorized Services approved or authorized by Go Telecare in accordance with Article 5 or 8 of this Agreement.

**WHEREAS**, Franchisor is a licensee and distributor of the trademark , which has not yet been registered with the United States Patent and Trademark Office, and may, in the future become the owner, licensee and/or authorized distributor for other trademarks, including logos and designs, related or unrelated to Franchisor’s marks (collectively referred to in this Agreement as “Franchisor’s Marks”);

**WHEREAS**, Franchisor has developed and continues to develop a system of Go Telecare Authorized Services and Authorized Products, which system includes or may include a unique service offering, programs, and various trade secrets and other confidential information, and marketing techniques (the “System”) which are materially reflected in Franchisor’s Operations Manual (the “Manual(s)”). Franchisor identifies the System by Franchisor’s Marks, and such other trademarks, service marks, trade names, logos and designs as may be designated by Franchisor in writing as being authorized for use in the System. Franchisor’s Marks identify for the public the source of the Authorized Services rendered and Authorized Products offered in accordance with the standards and specifications established by Franchisor;

**WHEREAS**, the System as used in existing Go Telecare’s, has an established reputation for quality, value, and service, and through such operations and continued marketing and

advertising efforts, have created demand and goodwill for the Authorized Services and Authorized Products sold as a result of which the System has acquired valuable goodwill and a favorable reputation;

**WHEREAS**, Franchisee desires to enjoy the benefits of (i) operating under the System and using Franchisor's Marks, and (ii) being authorized and licensed to operate one Go Telecare as set forth below within the System in strict accordance with the standards and specifications established by Franchisor; and

**WHEREAS**, Franchisor is willing to grant to Franchisee a license under Franchisor's Marks and the System, subject to Franchisee's strict compliance with the terms and conditions of the Agreement.

**NOW, THEREFORE**, the parties agree as follows:

## **ARTICLE 1. FRANCHISE RIGHT GRANTED, LOCATION**

### **1.1 GRANT**

In consideration of the issuance of the franchise granted herein, Franchisee shall pay to Franchisor the non-refundable sum of \$100,000 (the "Initial Fee") payable upon execution of this agreement.

In exchange, Franchisor hereby awards Franchisee the exclusive right to open and operate, under the terms of this Agreement, one Go Telecare specializing in selling and providing medical billing and collections and telehealth Authorized Services as specified by Franchisor in the Manual, or subsequently added in accordance with amendments to the Manual, under the name Go Telecare in the specific area agreed upon by both parties, and to operate a Go Telecare as a franchise using the System. The Initial Fee shall be deemed fully earned by Franchisor upon the execution of this Agreement by Franchisor and Franchisee and shall not be refunded, in whole or in part, upon any termination of this Agreement, or at any other time or under any other circumstances.

### **1.2 LICENSE**

Franchisor hereby grants and awards to Franchisee, for the term set forth in this Agreement, and any renewal term, beginning on the date of this Agreement, the right and license, and Franchisee hereby undertakes the obligation, to operate the business described in this Agreement under Franchisor's Marks and such other of Franchisor's Marks as may be designated by Franchisor, to operate such business solely in accordance with the System, and only within the specific territory and in the specific area to be agreed upon by Franchisor and Franchisee. Franchisee will have the right to have more than one location in the Authorized Area (as defined below) for the business described in this Agreement.

### **1.3 AUTHORIZED AREA**

The authorized area (“Authorized Area”) agreed upon at the time of the execution of this Agreement as set forth below, is an exclusive and protected area.

Authorized Area:

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## **ARTICLE 2. COMMENCEMENT OF BUSINESS**

Franchisee, at its own expense shall (i) obtain and purchase all necessary equipment, and supplies including Go Telecare Products, if any; (ii) obtain all necessary insurance, governmental permits and licenses prior to commencing business in its Authorized Area; (iii) shall maintain all insurance, permits and licenses in full force and effect during the term of this Agreement; and (iv) shall commence operation of its Go Telecare no later than 90 days after the execution of this Agreement.

## **ARTICLE 3. TRAINING**

**3.1** Franchisee will designate individuals (up to 2 persons) as trainee(s) to attend Franchisor’s online training program. Franchisor will offer initial training programs for Franchisee and its management employees at times selected by Franchisor. Franchisor will bear the costs of providing initial training programs, including the overhead costs of training, staff salaries, materials and all technical training tools. If Franchisee elects to train at Franchisor’s office, Franchisee shall pay all traveling, living, compensation, and other expenses incurred by Franchisee and/or Franchisee’s employees in connection with attendance at initial training programs. The initial training program and manner of conducting such program shall be at Franchisor’s sole discretion and control. The initial training course will be structured to provide practical training in the implementation and operation of a Go Telecare. Franchisee also shall be required to participate in an on-site training program at Franchisee’s Go Telecare. This training shall occur simultaneously with the opening of Franchisee’s Go Telecare, though the exact date and time of this training shall be established by Franchisor. The on-site training program and manner of conducting such program shall be at Franchisor’s sole discretion and control. The on-site training program will be structured to provide further practical training in the implementation and operation of a Go Telecare. Franchisor may provide additional training to Franchisee’s employees or contractors at Franchisee’s request. Franchisor, however, may deny any request for such additional training in Franchisor’s sole discretion. There will be no fee for this training and this training shall occur at Franchisee’s Go Telecare. Franchisee shall be obligated to pay the travel costs and living expenses incurred by Franchisor in providing such training including, but not limited to, airfare, mileage, lodging expenses, and meal expenses.

**3.2** Franchisor will not allow any Go Telecare to be opened or managed by any person who has not successfully completed the initial training course and on-site training program designated by Franchisor. If Franchisee’s designated Go Telecare manager resigns or is

terminated, Franchisee must arrange to have the successor manager (i) begin the initial training course within 60 days of first assuming the duties of a manager; and (ii) successfully complete the course in accordance with Subsection 3.1. Franchisor may require, in its sole discretion, that Franchisee's successor manager also complete its on-site training program in accordance with Subsection 3.1. Franchisee shall pay Franchisor a fee in the amount of \$1,500 to provide the initial training course to each successor manager. Franchisee also shall be responsible for the payment of all traveling, living, compensation, and other expenses incurred by Franchisee's successor managers in connection with attendance at initial training programs. Franchisee, if applicable, shall be responsible for the payment of any fees, costs, and expenses, to be determined in Franchisor's sole discretion, for on-site training provided to any successor manager.

**3.3** If at any time the Franchisee or Franchisee's designated trainee voluntarily withdraws from, or is unable to complete its initial training or on-site training, or fails to demonstrate an aptitude, spirit or ability to comprehend and carry out the course of study to the reasonable satisfaction of Franchisor, then Franchisor shall have the right to require Franchisee or Franchisee's trainee to attend other training classes and/or to perform additional operational training until Franchisor is reasonably satisfied that Franchisee or Franchisee's trainees has satisfactorily completed the Franchisor's initial training course and on-site training program. Under no circumstances will Franchisee be permitted to open or operate a Go Telecare until initial training and the on-site training program are completed to Franchisor's reasonable satisfaction by Franchisee and Franchisee's management designee. Under no circumstances may an open Go Telecare be managed by individuals who have not successfully completed Franchisor's initial training program. Franchisor also may require, in its sole discretion, that any manager who succeeds Franchisee's first designated Go Telecare manager successfully complete Franchisor's on-site training program.

**3.4** In the event of a sale to a third party of Franchisee's Go Telecare after opening, the transferee or its designated representatives must complete Franchisor's online and on-site training as conditions of Franchisor's consent to such transfer. All costs for such training shall be deemed paid upon receipt by Franchisor of \$25,000, due in accordance with Article 13 herein. No Go Telecare shall commence or resume operations until the Franchisee certifies that the transferee is approved to operate a Go Telecare.

**3.5** Franchisee periodically must attend online refresher-training programs. Franchisee will not have to attend more than 4 of these programs in any calendar year. There is no fee for these training programs.

#### **ARTICLE 4. MANUALS AND STANDARDS OF OPERATION QUALITY, CLEANLINESS AND SERVICE**

##### **4.1 STANDARDS**

In order to promote the value of goodwill of Franchisor's Marks and the System and to protect Franchisor's Marks and other Go Telecare franchisees who comprise the Go Telecare



franchise system, Franchisee agrees to conduct its business in accordance with the standards and specifications promulgated by Franchisor as follows:

## **4.2 MANUALS**

**4.2.1** In the Manuals and other publications, Franchisor will list Authorized Services and Authorized Products to be sold by Franchisee, and promulgate standards of operation for Go Telecare franchises, including standards of quality, courtesy, and service for all Authorized Services and Authorized Products and supplies used in accordance with the then-current standards, specifications and procedures set forth in the Manuals and this Agreement. Franchisee further acknowledges that Franchisor may consider that changes to the Authorized Services and Authorized Products or the standards, specifications and procedures may be necessary or desirable from time to time in its sole discretion, and Franchisee agrees to accept as reasonable all modifications, revisions and additions to the Manuals, standards, specifications, and procedures that may subsequently be authorized by Franchisor. The sale of any service or product not authorized without Franchisor's prior written approval shall constitute a material violation of this Agreement.

**4.2.2** The Manuals and all amendments to the Manuals (and copies thereof) are copyrighted and remain Franchisor's property. They are loaned to Franchisee for the term of the Agreement, and must be returned to Franchisor upon termination of this Agreement, expiration or non-renewal. The Manuals are highly confidential documents which contain trade secrets of Franchisor, and Franchisee shall never reveal, and shall take all reasonable precautions, both during and after the term of this Agreement, to assure that its employees or any other party under Franchisee's control, shall never reveal any of the contents of the Manuals or any other publication, recipe or secret provided by Franchisor, except as is necessary for the operation of Franchisee's Go Telecare.

**4.2.3** The Manuals may be amended by Franchisor by written communication, which may be delivered to Franchisee via mail, Internet, Intranet, or other means as they become available. Franchisee agrees that Franchisee will access the Go Telecare Internet site <http://www.gotelecare.com>, to collect amendments of the Manual and other updated communications from Franchisor related to Franchisee's Go Telecare, no less than one time weekly. Under no circumstances may Franchisee fail to maintain a valid e-mail address, known and available to Franchisor, during the term of this Agreement to facilitate these important communications. Franchisee agrees to comply with all amendments of the Manual within 10 days of receipt of notification, unless another time is specified in the notification.

## **4.3 HOURS**

Franchisee shall diligently and efficiently exercise its best efforts to achieve the maximum gross sales possible in its Authorized Area, and will put in not less than 30 hours per week, unless additional hours are reasonably required to maximize operations and sales. If such hours are incorrect in relation to the sales potential of Franchisee's Go Telecare, then Franchisor and Franchisee shall reasonably adjust such hours. It is acknowledged that the hours of other franchisees will vary in relationship to each respective Authorized Area.

#### **4.4. APPEARANCE**

Franchisee agrees to comply with the Manuals and to maintain a professional image in keeping with the professional skills required by Franchisor.

#### **4.5 SERVICES AND PRODUCTS**

Franchisee agrees to only sell the Authorized Services and Authorized Products specified by Franchisor in this Agreement and in the Manuals and to follow all specifications of Franchisor.

#### **4.6 ENVELOPES, LETTERHEAD, AND OTHER GOODS**

Franchisee agrees that all envelopes, letterhead, invoices, product packaging and brochures, printed marketing materials, and other goods or supplies which are sent to or given to clients, will be printed bearing accurate reproductions of Franchisor's Marks, shall conform to Franchisor's specifications, and shall be purchased by Franchisee from a distributor approved in writing by Franchisor, as provided in Article 8, which approval will not be unreasonably withheld.

### **ARTICLE 5. AUTHORIZED MATERIALS, INSPECTIONS**

#### **5.1 MATERIALS**

**5.1.1** Franchisee shall not advertise for sale, sell or give away any service or product unless such service or product has been approved in the Manuals as an Authorized Service or Authorized Product for sale in Franchisee's Go Telecare, and not thereafter disapproved in writing by Franchisor. All Authorized Services and Authorized Products shall be distributed under the specific name designated by Franchisor. Franchisor shall establish all prices for Authorized Services and Authorized Products in its sole discretion. Franchisee shall offer for sale through its Go Telecare only those Authorized Services or Authorized Products which Franchisor designates as "approved and authorized" or which Franchisor has approved and made available or has otherwise specifically approved in writing each as an "Authorized Product and Authorized Service." No Authorized Service or Authorized Product will be removed from the list of those required to be offered unless Franchisee is so instructed by Franchisor.

**5.1.2** Such Authorized Services or Authorized Products shall be marketed by approved offering formats. The approved and authorized offering format(s) may include, in Franchisor's discretion, requirements concerning organization, graphics, product and service descriptions, illustrations, and any other matters related to those offered, whether or not similar to those listed. Franchisor may change the offering format in which case Franchisee will be given a reasonable time (not longer than 30 days) to discontinue use of any old offering format(s) and/or Authorized Services and Authorized Products and implement use of the new offering format(s) and/or Authorized Services and Authorized Products.

**5.1.3** Franchisee shall, upon receipt of notice from Franchisor, add any Authorized Service or Authorized Product to those offered according to the instructions contained in the notice. Franchisee shall have a minimum of 30 days after receipt of written notice in which to fully implement any such change. Franchisee shall cease selling any previously Authorized Service or Authorized Product within 30 days after receipt of notice that the service or product is no longer authorized.

**5.1.4** The Authorized Services and Authorized Products sold by Franchisee shall comply with the instructions provided by Franchisor or contained in the Manual, and with the further requirements of Franchisor as Franchisor communicates its requirements to Franchisee from time to time.

## **5.2 COMPLIANCE**

Franchisee shall operate its Go Telecare as an organized, legal and respectable business in accordance with the Franchisor's business standards and policies, and shall comply with all applicable federal, state and local laws, statutes, ordinances and regulations governing the operation of such business, and shall not allow any Go Telecare to be used for any immoral or illegal purpose.

## **5.3 DESIGNS AND FORMS OF PUBLICITY**

**5.3.1** Franchisee may maintain certain forms of publicity and/or designs, identifying the franchise as a Go Telecare. Such forms of publicity shall conform in all respects to Franchisor's requirements.

**5.3.2** No form of publicity, including form, color, number, location and size shall be used by Franchisee or any Council (as defined below) unless first submitted to Franchisor and approved in writing. Any request by Franchisee for such approval shall be properly submitted to ATN Care Franchising, LLC, at our then current address. Franchisor shall respond to such request within 30 days of its receipt. Whenever Franchisee elects to utilize advertising, web-page design, or promotional items, in a form supplied by Franchisor as specifically approved by Franchisor, no further approval for use of such material is required. Upon written notice from Franchisor, Franchisee shall immediately discontinue and/or remove any unapproved advertising or promotional materials or web page.

## **5.4 FRANCHISEE AND EMPLOYEE APPEARANCE**

Franchisee shall cause all employees, while working in its Go Telecare, to present a neat, professional and clean appearance.

## **5.5 OTHER EQUIPMENT**

Certain equipment may be required by the Franchisor to be used by the Franchisee, and no other equipment shall be installed or maintained at Franchisee's Go Telecare without Franchisor's written approval.

## **5.6 INSPECTION**

**5.6.1** Franchisor's authorized representatives shall have the right to enter upon the entire premises of any offices or locations of Franchisee's Go Telecare during business hours, on reasonable notice to Franchisee, which notice shall be at least 24 hours, without unreasonably disrupting Franchisee's business operations, for the purposes of examining same, in all respects, to determine whether the business is being conducted in accordance with this Agreement, the System and the Manuals.

**5.6.2** In the event any such inspection indicates any deficiency or unsatisfactory condition with respect to any matter required under this Agreement or the Manuals or by the System, the Franchisor will notify Franchisee in writing of Franchisee's non-compliance with the Manuals, the System, or this Agreement. Franchisee shall have 7 days after receipt of such notice, or such other greater time period as Franchisor in its sole discretion may provide, to correct or repair such deficiency or unsatisfactory condition, if it can be corrected within such period of time. If not, Franchisee shall within such time period commence such correction and thereafter diligently pursue it to completion.

## **ARTICLE 6. ADVERTISING**

**6.1** Franchisee shall spend a minimum of \$800 per month on local advertising and shall retain all records and receipts to demonstrate these expenditures. Franchisee shall produce these records and receipts to Franchisor on Franchisor's request. These records and receipts shall be produced to Franchisor within 10 days after Franchisor has requested these records and receipts from Franchisee.

**6.2** Franchisor shall provide Franchisee with marketing objectives, directives, advertising copy and/or advertising samples which must be used by Franchisee in its promotions. Franchisee must obtain Franchisor's written consent to use marketing materials other than those provided by Franchisor. Franchisor is not, under any circumstances, obligated to contribute any advertising collections to any national or regional advertising fund, program, association or other organization.

## **ARTICLE 7. FRANCHISOR'S MARKS AND ADDITIONAL MARKS**

**7.1** The license and related rights to use the System, the Manuals, Franchisor's Marks and any other proprietary information, Authorized Products, or Authorized Services granted by this Agreement are applicable only with respect to Franchisee's Go Telecare in the Authorized Area, and not elsewhere, except in the event of a relocation approved in writing by Franchisor.

7.2 Franchisee shall not interfere in any manner with, or attempt to prohibit, the use of Franchisor's Marks by any other franchisee of Franchisor.

7.3 Franchisor may, from time to time, in Franchisor's sole discretion, obtain additional trademark and/or service mark rights in words and/or designs. In the event of any of these occurrences, Franchisor may license Franchisee to use those trademarks or service marks by giving written notification to Franchisee that such marks now form part of Franchisor's Marks. The term of such license will be coextensive with the term of this Agreement or as otherwise established by Franchisor, and will be subject to all restrictions with respect to the use of those rights as set forth in this Agreement and in the notice granting Franchisee the license.

## **ARTICLE 8. DISTRIBUTION AND PURCHASE OF SUPPLIES AND OTHER PRODUCTS**

Franchisee agrees to use only Franchisor's approved materials in the sale and marketing of Authorized Services or Authorized Products. Franchisee further agrees to only buy certain "Items", as defined below, manufactured in accordance with Franchisor's specifications from approved Manufacturers, as defined below, distributed by approved Distributors, as defined below, and sold to Franchisee as follows:

### **8.1 DEFINITIONS**

**8.1.1** For the purpose of this Agreement, "Distributor" is defined as any entity, except a Manufacturer, that directly or indirectly delivers Items to the Franchisee. "Items" means all of the supplies, equipment, sales materials, Authorized Services and Authorized Products purchased from Distributors, suppliers, or production entities which are used in the marketing and selling of Authorized Services and Authorized Products.

### **8.2 DISTRIBUTORS**

**8.2.1** Franchisee acknowledges that it is generally unrealistic from a cost and service basis to have more than one Distributor in the market area of Franchisee's Go Telecare and that to obtain the lowest distribution costs, Franchisee and all other franchisees within Franchisee's market area should only purchase from one or more authorized Go Telecare Distributors in their market area. Franchisee agrees to only purchase all Items and other equipment, supplies, Authorized Products and materials necessary for the operation of its Go Telecare solely from Franchisor, approved Distributors, and other approved sources who demonstrate, to the continuing reasonable satisfaction of Franchisor, the ability to meet Franchisor's then-current standards and specifications for such equipment, supplies, Items and/or other Authorized Products and materials; who possess adequate quality controls and capacity to supply Franchisee and all other franchisees' needs promptly and reliably; who demonstrate the ability and willingness to work with Franchisor to provide the assistance needed by Franchisee and all other franchisees; who agree to distribute all Authorized Go Telecare Services and Authorized Products; who comply with Franchisor's reasonable requirements; and who have been approved in writing by Franchisor and not thereafter disapproved. Go Telecare of America Inc. d/b/a Go

Telecare, an affiliated company of Franchisor, is an approved Distributor from whom you must buy certain Items and other equipment, supplies, Authorized Products, and materials as specified by Franchisor from time to time.

**8.2.2** If Franchisee desires to purchase any Items or other equipment, supplies, Authorized Products and materials from an unapproved distributor, who Franchisee desires to become an approved Distributor, Franchisee shall first submit a written report, for such approval to Franchisor, accompanied by a similar request for approval from the proposed distributor. Franchisor shall have the right to require that the proposed distributor provide reasonable financial, operational and economic information regarding its business and that Franchisor's representatives be permitted to inspect the proposed distributor's facilities and establish economic terms, delivery, service and other requirements consistent with other distribution relationships for other Go Telecare franchises. Franchisor may revoke its approval upon the distributor's failure to continue to meet any of Franchisor's criteria. Nothing in this article shall require Franchisor to approve any distributor. Upon the receipt by Franchisor of Franchisee's and the proposed distributor's request for approval in full compliance of this article, Franchisor will notify Franchisee of its decision within 15 days after receipt thereof.

### **8.3 PURCHASE OBLIGATIONS**

Franchisee agrees that certain Items and other equipment, supplies, Authorized Products and materials must be purchased only from Franchisor or approved Distributors and are not subject to any process for proposal of an alternate distributor or manufacturer.

## **ARTICLE 9. REVENUE SHARING, REPORTS, BOOKS AND RECORDS**

### **9.1 REVENUE SHARING**

**9.1.1** For all accounts that were sold by franchisee in franchisee's territory, Franchisor shall pay to Franchisee, monthly on the 10<sup>th</sup> day of each month, during the term of this Agreement and any renewals or extensions thereof, Forty Percent (40%) of the monthly gross sales for all accounts in Franchisee's Go Telecare territory for Authorized telehealth consultation Services and Twenty Percent (20%) of the monthly gross sales in Franchisee's Go Telecare territory for Authorized medical billing and collection Services. For all accounts in franchisees territory that franchisee did not sell and for all accounts that franchisee sells outside of their territory, franchisee shall be entitled to Twenty Percent (20%) of the monthly gross sales in for telehealth consultation Services and Ten Percent (10%) of the monthly gross sales in for medical billing and collection Services. For the purposes of this Agreement, "Gross Sales" means gross revenues (excluding sales tax) received by Franchisor as payment, whether in cash or for credit for all Authorized Products, Items, Authorized Services and supplies.

### **9.2 REPORTS AND INSPECTION OF RECORDS**

**9.2.1** Franchisee shall submit to Franchisor a monthly Profit and Loss Statement, signed and certified by Franchisee. The Profit and Loss Statement shall be prepared in accordance with generally accepted accounting principles, and shall provide Franchisee's sales, expenses and financial status with respect to Franchisee's Go Telecare. Franchisee shall submit to Franchisor a copy of the original signed 1120 or 1120S tax form each and every year or any other forms which take the place of the 1120 or 1120S forms. Franchisor reserves the right to require such further information concerning Franchisee's Go Telecare as Franchisor may from time to time reasonably request.

**9.2.2** Upon 10 days prior written notice, Franchisor, its agents or representatives may audit Franchisee's books and records in accordance with generally accepted standards established by certified public accountants. In connection with such audit(s) or other operational visits, Franchisee agrees to keep its records of cash receipts, weekly and monthly control forms, accounts payable records, including all payments to Franchisee's suppliers, at its Go Telecare or at its business office for 3 years after their payment date, due date, or other date indicated on the respective record if it does not contain a payment date or due date, which records shall be available for examination by Franchisor, its agents or representatives who may inspect Franchisee's entire Go Telecare and Franchisee's daily, weekly and monthly statistical information which is required under the Manual. Franchisee shall make such information available for such inspections in recognition that an operational inspection cannot succeed without review of essential statistical information.

**9.2.4** Franchisee acknowledges that Franchisor's Operations Department regularly reviews ongoing operations of Go Telecare to ensure consistency of Authorized Services and Authorized Products in compliance with the Manuals and this Agreement. Franchisee agrees to promptly complete and submit all forms requested by Franchisor's Operations Department, whether on a daily, weekly or monthly basis. Non-compliance with this obligation constitutes a material violation of this Agreement.

## **ARTICLE 10. COVENANT REGARDING OTHER BUSINESS INTERESTS**

**10.1** For purposes of this Article only, "Franchisee" shall mean and include the individual Franchisee; Franchisee's spouse and minor children; Franchisee's shareholders, officers, and directors, if Franchisee is a corporation; and any one or more partners, members or participants in Franchisee, if Franchisee is a partnership, joint venture, or limited liability company.

**10.2** Franchisee acknowledges that the System is unique and distinctive and has been developed by Franchisor at great effort, time, and expense, and that Franchisee has regular and continuing access to valuable and confidential information, training, and trade secrets regarding the System. Franchisee recognizes its obligations to keep confidential such information as set forth herein. Franchisee therefore agrees as follows:

**10.2.1** During the term of this Agreement, except with Franchisor's prior written consent, Franchisee shall not, in any capacity whatsoever, either directly or indirectly, individually or as a member of any business organization, engage in the sale of any type of

product, service or Item not authorized by Franchisor, whether now or in the future, for use or sale in Franchisee's Go Telecare, or have any employment or interest in any firm engaged in the sale of Authorized Products or Authorized Services or Items sold or used in Franchisee's Go Telecare; and

**10.2.2** Upon the termination or non-renewal of this Agreement, or if Franchisee assigns or transfers its interest herein to any person or business entity, or if any person identified in the first paragraph of this Article terminates its relationship with Franchisee, then for a period of two (2) years thereafter Franchisee shall not, in any capacity whatsoever either directly or indirectly, individually or as a member of any business organization, engage in the production or sale at retail of any of the same type of Authorized Services or Authorized Products or Items, at a site within a radius of 100 miles of any of Franchisee's former Go Telecare territories or within 100 miles of any other Go Telecare franchise then existing or any company-owned outlet then existing, unless Franchisor gives its prior written consent. If Franchisee violates the terms of this paragraph, Franchisee shall pay to Franchisor, as liquidated damages, an amount equal to \$10,000 per month for each month this covenant is violated.

**10.2.3** If any portion of the above covenants violates laws affecting Franchisee, or is held invalid or unenforceable in a final judgment to which Franchisor and Franchisee are parties, then the maximum legally allowable restriction permitted by law shall control and bind Franchisee. Franchisor may at any time unilaterally reduce the scope of any part of the above covenants, and Franchisee shall comply with any such reduced covenant upon receipt of written notice.

**10.3** The provisions of this Article shall not limit, restrain or otherwise affect any right or cause of action which may accrue to Franchisor for any infringement of, violation of, or interference with, this Agreement, or Franchisor's Marks, System, trade secrets, or any other proprietary aspects of Franchisor's business.

## **ARTICLE 11. INTERFERENCE WITH EMPLOYMENT RELATIONS**

Without Franchisor's prior written consent, during the term of this Agreement, Franchisee shall not employ or seek to employ, directly or indirectly, any person serving in an executive, managerial, or operational position, who is at the time or was at any time during the prior 6 months, employed by Franchisor or any of its subsidiaries or affiliates. Request for Franchisor's consent for such employment shall be sent and addressed in writing to Franchisor's Operations Manager and to its legal counsel.

## **ARTICLE 12. SALESMEN**

Inasmuch as this Agreement may not have been executed by the Franchisee at the office of Franchisor, Franchisor requires certain assurances that this Agreement has been sold in accordance with applicable laws, rules and regulations. Accordingly, in order to induce Franchisor to execute this Agreement, Franchisee agrees to execute a rider to this Agreement that acknowledges that Franchisor is relying upon the acknowledgments, representations, and commitments of Franchisee that no other salesman, staff member, entity, or associate of Franchisor has met Franchisee regarding this franchise sale or the offer and acceptance thereof



other than those set forth in the rider. The rider shall identify all sales persons involved in the sales, negotiation, and execution of this Agreement.

## **ARTICLE 13. NATURE OF INTEREST, AND TRANSFER**

### **13.1 GENERAL PROVISIONS**

**13.1.1** This Agreement shall inure to the benefit of the successors and assigns of Franchisor. Franchisor shall have the right to transfer or assign this Agreement to any person or legal entity who assumes its terms and agrees to comply with Franchisor's obligations contained herein, without notice to Franchisee. Franchisor shall have no liability for the performance of any obligations contained in this Agreement after the effective date of such transfer or assignment.

**13.1.2** The rights and duties created by this Agreement are personal to Franchisee. Accordingly, except as otherwise permitted herein, neither Franchisee nor any person with an interest in Franchisee shall, without Franchisor's prior written consent, which may not unreasonably be withheld, directly or indirectly sell, assign, transfer, convey, give away, pledge, mortgage, or otherwise encumber any direct or indirect interest of this Agreement or, if Franchisee is a partnership, joint venture, limited liability company, or corporation, any direct or indirect interest in Franchisee. Any such purported assignment occurring by operation of law or otherwise without Franchisor's prior written consent shall constitute a default under this Agreement by Franchisee, and shall be null and void. Except in the instance of Franchisee advertising to sell its business pursuant to the terms hereof, Franchisee shall not, without Franchisor's prior written consent, which consent may not unreasonably be withheld, offer for sale or transfer at public or private auction or advertise publicly for sale or transfer, the furnishings, interior and exterior decor items, supplies, fixtures, equipment, or the real or personal property used in connection with Franchisee's Go Telecare, provided, however, that Franchisee shall not be prohibited from advertising for sale or selling its primary residence in the event that Franchisee's primary residence is used in the operation of Franchisee's Go Telecare.

### **13.2 CONSENT TO TRANSFER**

For all proposed transfers or assignments of this Agreement, and transfers of 51% or more of the outstanding and issued stock of Franchisee by one or more transfers which, directly or indirectly, effectively changes management control of Franchisee, Franchisor shall not be required to give its consent unless all of the following conditions are met prior to the effective date of assignment:

**13.2.1** Upon the execution of this Agreement and upon each direct or indirect transfer of an interest in this Agreement or in Franchisee and at any other time upon Franchisor's request, Franchisee shall, within 5 days prior to such transfer or any other time at Franchisor's request, furnish Franchisor with an estoppel agreement indicating any and all causes of action, if any, that Franchisee may have against Franchisor or if none exist, a statement to that effect, and a list of

all shareholders, partners, or members having an interest in this Agreement or in Franchisee, the percentage interest of each shareholder, partner, or member, and a list of all officers and directors, in such form as Franchisor may require;

**13.2.2** Franchisee's written request for transfer or assignment of either a partial or whole interest in this Agreement or Franchisee's Go Telecare must be accompanied by an offer to Franchisor of a right of first refusal at the same price offered by any bona fide buyer, less \$25,000. Franchisor shall have the right and option, exercisable within 15 days after receipt of such written request, to send written notice to Franchisee or such person that Franchisor or its third-party designee intends to purchase the interest which is proposed to be transferred or assigned, on the same terms and conditions offered by the third party. If Franchisee accepts such offer, the \$25,000 transfer fee due from Franchisee in accordance with this Article 13 shall be waived by Franchisor. Any material change in the terms of an offer prior to closing shall cause it to be deemed a new offer, subject to the same right of first refusal by Franchisor, or its third-party designee, as in the case of the initial offer. Franchisor's failure to exercise such option shall not constitute a waiver of any other provision of this Agreement, including any of the requirements of this Article, with respect to the proposed transfer or assignment;

**13.2.3** The Franchisee is not in default under the terms of this Agreement, the Manuals, or any other obligations owed Franchisor, and all of its then-due monetary obligations to Franchisor have been paid in full;

**13.2.4** The Franchisee and its shareholders, partners, or members, if the Franchisee is a corporation, partnership, or limited liability company, have executed a general release under seal, in a form prescribed by Franchisor, of any and all claims against Franchisor, its affiliates, subsidiaries, shareholders, members, partners, directors, officers, area representatives, and employees;

**13.2.5** The transferee/assignee has demonstrated to Franchisor's satisfaction that it meets all of Franchisor's then-current requirements for new franchisees or for holders of an interest in a franchise, including, without limitation, possession of good moral character and reputation, satisfactory credit ratings, acceptable business qualifications, and the ability to fully comply with the terms of this Agreement;

**13.2.6** The transferee/assignee has assumed this Agreement by a written assumption agreement approved by Franchisor, or has agreed to do so at closing, and at closing does execute an assumption agreement approved by Franchisor;

**13.2.7** The transferee/assignee agrees that within 60 days of the closing of the transfer or assignment, transferee/assignee shall purchase all required Authorized Products, Items, equipment, and supplies needed to operate a Go Telecare and agrees to the replacement of any Authorized Products, Items, equipment, or supplies that no longer meets Franchisor's specifications;

**13.2.8** The transferee/assignee, its manager, or other employees responsible for the operation of the Go Telecare have satisfactorily completed Franchisor's initial training program;

**13.2.9** The transferee/assignee executes such other documents as Franchisor may require, including a replacement franchise agreement on the then-standard franchise agreement form by Franchisor, in order to assume all of the obligations of this Agreement, to the same extent, and with the same effect, as previously assumed by the assignor; and

**13.2.10** At the closing of Franchisee's sale transaction, Franchisee pays to Franchisor an transfer fee of \$25,000, except that this transfer fee shall not be due: (i) with respect to any transfer that (together with all other related previous, simultaneous, or proposed transfers) does not result in the transfer of control of Franchisee; or (ii) with respect to any transfer to a wholly owned entity of Franchisee, in which case the transfer fee shall be \$0.

**13.2.11** Franchisee's rights may pass to Franchisee's next of kin or legatee if they assume Franchisee's obligations and attend and complete Franchisor's initial training program. Upon Franchisee's disability, Franchisee may sell the franchise or keep it, if it is operated by trained personnel.

**13.2.12** Franchisor's consent to a transfer or assignment shall not constitute a waiver of any claims it may have against the transferring party arising out of this Agreement or otherwise.

**13.2.13** If Franchisee is an individual, Franchisor hereby consents to the assignment of this Agreement and any and all obligations referable thereto without any fee charged by Franchisor to a corporation principally owned by Franchisee within 90 days from the date hereof. Upon such assignment and assumption by the corporation along with delivery of executed originals of same to Franchisor, an individual Franchisee shall not be released from any and all personal liability.

## **ARTICLE 14. TERM, DEFAULT, AND TERMINATION**

### **14.1 TERM**

**14.1.1** Provided Franchisee is not in default of the terms and obligations contained in its lease(s), if applicable, and this Agreement, this Agreement shall continue for a period of 10 years.

**14.1.2** Franchisee may renew the rights granted by this Agreement for 2 additional terms of 10 years each, subject to the following conditions:

**14.1.2.1** Franchisee gives Franchisor written notice of Franchisee's election to renew not less than 12 months before the end of the then current term, and pays the renewal fee of \$25,000;

**14.1.2.2** Franchisee is not in default of any provision of this Agreement or any amendments to this Agreement, lease(s) for its Go Telecare location (if any), the Manuals, or any monetary obligation owed to Franchisor or its affiliates; and

**14.1.2.3** At Franchisor's request, Franchisee shall undertake and complete, where applicable, the reasonable renovation or modernization of its Go Telecare.

## **14.2 TERMINATION – AUTOMATIC WITHOUT NOTICE**

Franchisee will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to Franchisor without notice to Franchisee, if: Franchisee, Franchisee's Go Telecare, or the business to which Franchisee's Go Telecare relates is adjudicated as bankrupt or insolvent; all or a substantial part of the assets thereof are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against Franchisee, the business to which Franchisee's Go Telecare relates, or Franchisee's Go Telecare and is not immediately contested and/or dismissed within 60 days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, the business to which Franchisee's Go Telecare relates, or Franchisee's Go Telecare or assets of any of them is filed and consented to by Franchisee; a receiver or other custodian (permanent or temporary) of all or part of the assets or property of Franchisee, Franchisee's Go Telecare, or the business to which Franchisee's Go Telecare relates is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee, the business to which Franchisee's Go Telecare relates, or Franchisee's Go Telecare; Franchisee, Franchisee's Go Telecare, or the business to which Franchisee's Go Telecare relates is dissolved; execution is levied against Franchisee, the business to which Franchisee's Go Telecare relates, Franchisee's Go Telecare, or Franchisee's property; or, the real or personal property of Franchisee, the business to which Franchisee's Go Telecare relates, or Franchisee's Go Telecare is sold after levy thereon by any governmental body or agency, sheriff, marshal, or constable.

## **14.3 TERMINATION UPON NOTICE WITHOUT OPPORTUNITY TO CURE**

Franchisee shall be in material default and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without giving Franchisee any opportunity to cure the default, effective immediately upon Franchisee's receipt of written notice (which, whether sent by certified mail, registered mail, overnight courier, or personal delivery), will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee upon the occurrence of any of the following events:

**14.3.2** Franchisee has been or is knowingly or intentionally concealing revenues, maintaining false books or records, or submitting any false report or payment to or otherwise defrauding Franchisor;

**14.3.3** Franchisee omitted or misrepresented any material fact in the information furnished to Franchisor in connection with Franchisor's decision to enter into this Agreement;

**14.3.4** Franchisee's operation of the Go Telecare licensed pursuant to this Agreement is so contrary to this Agreement, the System, and the Manuals as to constitute an imminent danger to the public, or Franchisee is selling unauthorized Products and unauthorized Services after notice of default and continues to sell such unauthorized Products and unauthorized Services whether or not Franchisee has cured the default after one or more notices;

**14.3.5** The conviction of a felony, or a crime involving moral turpitude, any violation of anti-kickback laws or any other crime or offense that is reasonably likely, in the sole reasonable opinion of Franchisor, to adversely affect the System, Franchisor's Marks, the goodwill associated with the System, or Franchisor's interest in each of them by Franchisee, or its controlling or operating shareholders if Franchisee is a corporation, or Franchisee's controlling or operating members if Franchisee is a limited liability company, or Franchisee's partners if Franchisee is a partnership, excluding non-managing partners;

**14.3.6** Franchisee's failure to comply with the covenant not to compete during the term of this Agreement, or intentional disclosure or use of the contents of the Manuals, trade secrets, or confidential or proprietary information provided to Franchisee by Franchisor in violation of this Agreement, excluding acts of independent employees or others not under Franchisee's control;

**14.3.7** Franchisee fails to maintain the financial records required by Article 9 of this Agreement;

**14.3.8** Franchisee refuses to permit Franchisor to inspect, or conduct an operational and/or financial audit of the business to which Franchisee's Go Telecare relates and/or Franchisee's Go Telecare's books, records, and other documents pursuant to our right to do so as set forth in this Agreement;

**14.3.9** After curing a default under Section 14.4 of this Agreement, Franchisee commits the same default again within six months of the default, even if Franchisee would otherwise be given an opportunity to cure the current default;

**14.3.10** Franchisee repeatedly fails to comply with one or more requirements of this Agreement (8 or more occasions in any 12-month period), even if Franchisee cured each such prior default, and even if Franchisee would otherwise be given an opportunity to cure the current default;

**14.3.11** Franchisee fails to comply, for a period of 30 days after notification of noncompliance from Franchisor or any governmental authority, with any federal, state, or local laws or regulations applicable to the operation of Franchisee's Go Telecare;

**14.3.13** Franchisee, for a period of 10 days after notification of noncompliance, offers or sells from or at its Go Telecare any unauthorized Products or unauthorized Services; does not continue offering and selling all Authorized Services and Authorized Products which are part of the System; does not use and disseminate all materials, notices, and procedures specified by

Franchisor; or uses or duplicates any aspect of the System, programs, or Authorized Services and Authorized Products in an unauthorized manner;

**14.3.14** Franchisee, without Franchisor's consent, ceases to operate or otherwise abandons its Go Telecare. Cessation of the business shall not constitute a default under this Agreement if caused by natural, governmental, or supplier related causes out of Franchisee's control. For purposes of this article, ceasing to operate or otherwise abandoning its Go Telecare shall be defined as Franchisee's failure to open its Go Telecare for 14 consecutive days.

#### **14.4 DEFAULTS WITH OPPORTUNITY TO CURE**

**14.4.1** Except as otherwise provided in this Agreement, Franchisee shall have 10 days after Franchisor's written notice of default within which to remedy any default under this Agreement, and to provide evidence of such remedy to Franchisor. If any default is not cured within 10 days after notice, or such longer period as applicable law may require, Franchisor may, at its option, terminate this Agreement and all rights granted by it, by sending a 5-day written notice of cancellation of this Agreement to Franchisee. Upon the expiration of such 5-day period, this Agreement shall end and expire as if it were the day fixed for termination of this Agreement.

**14.4.2** Franchisee shall be in material default under this Article for any failure to comply with any of the requirements imposed by this Agreement. Such material defaults shall include, without limitation, the occurrence of any of the following events:

**14.4.2.1** Franchisee's failure to comply with the standards specified by Franchisor in the Manual or otherwise;

**14.4.2.2** Franchisee's failure, refusal, or neglect to obtain Franchisor's prior written approval or consent as required by this Agreement;

**14.4.2.3** Franchisee's misuse or unauthorized use of Franchisor's Marks or other material impairment of the goodwill associated therewith or Franchisor's rights therein;

**14.4.2.4** Franchisee's failure to procure or maintain the insurance required by this Agreement for its Go Telecare;

**14.5 CROSS DEFAULT** Any default or breach by Franchisee (or any of Franchisee's affiliates) of any other agreement between Franchisor or its affiliates and Franchisee (or any of Franchisee's affiliates) will be considered a default under this Agreement, and any default or breach of this Agreement by Franchisee will be considered a default or breach under any and all other agreements between Franchisor (or any of Franchisor's affiliates) and Franchisee (or any of Franchisee's affiliates). If the nature of the default under any other agreement would have permitted Franchisor to terminate other agreements between Franchisor (or any of Franchisor's affiliates) and Franchisee (or any of Franchisee's affiliates), Franchisor will have the right to

terminate all other agreements between Franchisor (or any of Franchisor's affiliates) and Franchisee (or any of Franchisee's affiliates) in the same manner provided by this Agreement.

**14.6** In the event of a default by Franchisee, all of Franchisor's costs and expenses arising from such default, including reasonable legal costs and attorneys' fees (and reasonable hourly charges by Franchisor's administrative employees) shall be paid to Franchisor by Franchisee within 5 days after cure.

**14.7** Notwithstanding the obligations of Franchisee and Franchisor to arbitrate all disputes and other conflicts, Franchisee and Franchisor acknowledge that certain defaults require immediate action to protect the appropriate party. Accordingly, Franchisor and Franchisee each hereby consent to and authorize the other party to apply to any court of competent jurisdiction for judicial assistance in restraining and enjoining violations of this Agreement. Both Franchisor and Franchisee are entitled to an injunction restraining Franchisor or Franchisee from committing or continuing to commit any default, breach, or threatened breach of this Agreement, without showing or proving any actual damage sustained by the party seeking such relief.

**14.8** Non-enforcement by Franchisor of any violation or breach of the terms or conditions of this Agreement by Franchisee shall not constitute a waiver of such violation or breach by Franchisor nor shall Franchisor be deemed to have waived any of its rights to enforce compliance by Franchisee with regard to such violation or breach or any other violation or breach of this Agreement.

## **ARTICLE 15. RIGHTS AND OBLIGATIONS UPON TERMINATION**

Upon the termination of Franchisee's rights granted under this Agreement (whether during the term of the Agreement or at its conclusion) the following apply:

**15.1** Upon termination of this Agreement by lapse of time or by default, Franchisee's right to use Franchisor's Marks, or any other mark, trademark, service mark, or trade name distributed by Franchisor or insignia or slogan used in connection therewith, or any confusingly similar mark, trademark, service mark, trade name, insignia, or slogan shall cease. Franchisee shall immediately discontinue use of Franchisor's Marks, the System, and color scheme.

**15.2** Franchisor may retain all fees paid pursuant to this Agreement.

**15.3** Any and all obligations of Franchisor to Franchisee under this Agreement shall immediately cease and terminate.

**15.4** Any and all rights of Franchisee under this Agreement shall immediately cease and terminate.

**15.5** In no event shall a termination or expiration of this Agreement affect Franchisee's obligations to take or abstain from taking any action in accordance with this Agreement. The provisions of this Agreement which constitute post-termination covenants and agreements

including the obligation of Franchisor and Franchisee to arbitrate any and all disputes shall survive the termination or expiration of this Agreement.

**15.6** Franchisee acknowledges and agrees that rights in and to Franchisor's Marks and the use thereof shall be and remain the property of Franchisor.

**15.7** If Franchisee has registered any of Franchisor's Marks or the name "Go Telecare" as part of Franchisee's assumed, fictitious, or corporate name, Franchisee shall promptly amend such registration to delete Franchisor's Marks and/or the name "Go Telecare" therefrom.

**15.8** Franchisor shall have the option, exercisable by written notice within 30 days after the termination of this Agreement, to take an assignment of all telephone numbers (and associated listings) for Franchisee's Go Telecare. Franchisee is not entitled to any compensation from Franchisor if Franchisor exercises this option.

## **ARTICLE 16. INSURANCE**

**16.1** Franchisee shall, where applicable, obtain and maintain continuous insurance coverage which shall in each instance designate Franchisor, and its subsidiaries, as an additional named insured, on a primary and non-contributory basis, with an insurance company approved by Franchisor, which approval shall not be unreasonably withheld as follows:

**16.1.1** commercial general liability insurance (including Authorized Products and contractual liability); at combined single limits of at least \$1,000,000 per occurrence against claims for bodily injury or property damage, or higher if your state law requires;

**16.1.2** worker's compensation insurance (if applicable) as required by applicable law, including coverage of Franchisee;

**16.1.3** automobile liability insurance of at least \$250,000, or higher if your state law requires.

**16.3** Franchisee shall, prior to commencing operation of its Go Telecare, file with Franchisor, certificates of such insurance and shall promptly pay all premiums on the policies as they become due. In addition, the policies shall contain a provision requiring 30 days prior written notice to Franchisor of any proposed cancellation, modification, or termination of insurance. If Franchisee fails to obtain and maintain the required insurance, Franchisor may, at its option, in addition to any other rights it may have, procure such insurance for Franchisee without notice and Franchisee shall pay, upon demand, the premiums and Franchisor's costs in taking such action. Franchisee's failure to maintain all required insurance for its Go Telecare will be a material violation of this Agreement. Proof of insurance shall be provided by Franchisee to Franchisor annually on the anniversary date of this Agreement.

## **ARTICLE 17. SOLE OBLIGATIONS OF FRANCHISOR**



**17.1** As described in Franchisor's Franchise Disclosure Document (the "FDD"), received by Franchisee at least 14 calendar days prior to the execution of this Agreement, Franchisor has obligated itself to provide specific services to Franchisee. Franchisor also provides other voluntary services at its sole discretion. Franchisor and Franchisee agree that the following are the only required obligations of Franchisor:

**17.1.1** To approve the Authorized Area of Franchisee;

**17.1.2** To reasonably assist Franchisee with any operational or financial problem encountered by Franchisee, after notice to Franchisor at our then current address, by certified mail (return receipt requested) or at any subsequent addresses established by Franchisor, of Franchisee's problem and the type of assistance needed. At no time shall reasonable assistance be interpreted to require Franchisor to pay any money to Franchisee. Franchisor, in its sole discretion, may provide any assistance at Franchisor's designated office or where Franchisee is located, at a time to be determined by Franchisor;

**17.1.3** To provide content for Franchisee's marketing materials. Franchisor will also approve forms for advertising materials you will use for local advertising;

**17.1.4** To assist Franchisee in arranging for the initial financing of its Go Telecare if feasible and necessary (Franchisor is not directly or indirectly responsible for the failure of Franchisee to meet the qualifying standards of such independent financing sources);

**17.1.5** To supply to Franchisee, as applicable, designs for vehicle signage including wraps;

**17.1.6** To loan Franchisee a copy of its Manual, which Manual contains mandatory and suggested specifications, standards, and procedures. This Manual is confidential and remains Franchisor's property; and

**17.1.7** To train Franchisee in accordance with Article 3 herein, and to provide representatives of Franchisor to assist in opening a Go Telecare.

**17.2** Franchisor shall not, and cannot be held in breach of this Agreement until (i) Franchisor has received notice of any alleged breach from Franchisee, by registered mail, sent to the Franchisor at its then current address; and (ii) Franchisor has failed to remedy the breach within a reasonable period of time after such notice, which period shall not be less than 60 days. This is a material term of this Agreement and may not be modified or changed by any arbitrator in an arbitration proceeding or otherwise.

## **ARTICLE 18. SOFTWARE, COLLECTION OF DATA**

**18.1** Franchisee agrees to purchase and to use, Salesforce software for their data processing system (the "Data Processing System") and only the specified software authorized by Franchisor, as specified in the Manual or otherwise by Franchisor in writing. Franchisor may periodically

revise the Data Processing System specifications. Franchisor may periodically require Franchisee to upgrade or update its Data Processing System.

**18.2** Franchisee must also purchase a personal computer system for its Go Telecare that is compatible with Franchisor's computer equipment, so that Franchisee will be able to receive e-mail, use Internet Services, and receive other electronic information that Franchisor sends.

## **ARTICLE 19. RELATIONSHIP OF PARTIES, DISCLOSURE**

**19.1** Franchisor and Franchisee are not and shall not be considered joint venturers, partners, or agents of each other, or anything other than Franchisor and Franchisee, and neither shall have the power to bind or obligate the other except as is specifically set forth in this Agreement. Franchisor and Franchisee agree that the relationship created by this Agreement is not a fiduciary relationship. Franchisee shall not, under any circumstances, act or hold itself out as an agent or representative of Franchisor. Franchisee agrees to indemnify and hold Franchisor harmless, to the fullest extent permitted by law, from any claims, demands, liabilities, actions, suits, or proceedings asserted by third parties arising out of the operation of Franchisee's Go Telecare or Franchisee's breach of any of the terms of this Agreement. Franchisor agrees to indemnify and hold Franchisee harmless, to the fullest extent permitted by law, from any claims, demands, liabilities, actions, suits, or proceedings asserted by third parties and arising out of Franchisor's operations, unless caused by Franchisee.

## **ARTICLE 20. DISPUTE RESOLUTION: ARBITRATION, AND LEGAL PROCEEDINGS**

**20.1** Franchisor and Franchisee acknowledge that disputes or disagreements may arise during the term of this Agreement and any renewals thereto. Franchisor and Franchisee have elected to resolve such disputes or disagreements in a non-judicial alternative dispute resolution format ("ADR"). An ADR format minimizes the expense of dispute resolution and generally can be accomplished in a more expeditious and effective manner. By agreeing to an ADR format, both Franchisee and Franchisor are also waiving a number of rights, remedies, and privileges which may arise in a judicial resolution format. In view, however, of the continuing relationship between Franchisee and Franchisor over the original and renewal terms of this Agreement, both Franchisee and Franchisor agree that an ADR format is the most economical, efficient, and practical way to resolve disputes and disagreements.

**20.2** Accordingly, except as otherwise provided in this Agreement, in the event of any dispute or disagreement between Franchisor and Franchisee with respect to any issue arising out of or relating to this Agreement, its breach, its interpretation, or any other disagreement between Franchisee and Franchisor, such dispute or disagreement shall be resolved by arbitration. In the event of any dispute or disagreement, Franchisee and Franchisor both agree to submit the dispute to arbitration in accordance with the least expensive procedure of the American Arbitration Association ("AAA"), and the application for such arbitration shall be filed with the AAA in accordance with the AAA's rules and procedures. Franchisor and Franchisee agree that the hearing(s) shall be held in Fairfield County, Connecticut before one Arbitrator. This paragraph

shall not apply to any monetary defaults of Franchisee, including its obligations to pay franchise fees and advertising fees to Franchisor, and Franchisor shall be free to utilize any right or remedy it may have at law or equity.

**20.3** Franchisor and Franchisee agree that this Agreement evidences a transaction involving interstate commerce and that the enforcement of this arbitration provision and the confirmation of any award issued to either party by reason of an arbitration, conducted pursuant to this arbitration provision, is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq.

**20.4** It is agreed that any claim of the parties concerning Franchisee's Go Telecare, the business to which Franchisee's Go Telecare relates, this Agreement, or any related agreement will be barred unless an arbitration, or an action for a claim that cannot be the subject of arbitration, is commenced within 1 year from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to the claim.

**20.5** Franchisor and Franchisee agree that unless otherwise agreed to by the parties, pre-hearing discovery shall be limited to requests for the exchange of documents relevant to the dispute and 2 depositions per side, including expert and opinion witnesses. No deposition may exceed 8 hours without agreement of the parties or order of the arbitrator.

**20.6** Parties shall have the right to file pre-hearing motions to dispose of some or all of the claims or to obtain rulings on the admissibility of evidence prior to an evidentiary hearing. Such motions shall be filed sufficiently in advance of the hearing date to permit the arbitrator to rule on the motion prior to the hearing date.

**20.7** It is agreed that as to any arbitrated matter between them, Franchisor and Franchisee shall equally share arbitration costs that are part of the arbitrator's award. Otherwise, each party shall bear its own attorneys' fees, expert witness fees and other court or arbitration costs incurred in connection with any arbitration or other legal action between Franchisor and Franchisee. Punitive or exemplary damages or attorneys' fees may not be awarded by the arbitrator, and any such award shall not be enforceable or enforced in any court. If the waiver of punitive or exemplary damages are in violation of the laws of the state where Franchisee's Go Telecare is located, such claims may be awarded by the arbitrator(s), and any such award shall be enforceable or enforced in any court of appropriate jurisdiction. This Agreement shall be strictly construed in the arbitration hearing. In no event can the material provisions of this Agreement including, but not limited to, the method of operation, Authorized Service or Authorized Product line, or monetary obligations specified in this Agreement, amendments to this Agreement, or in the Manuals be modified or changed by the arbitrator at the arbitration hearing.

**20.8** Except for a proceeding for injunctive relief (including temporary restraining orders, preliminary injunctions, permanent injunctions, or similar relief), which must be brought in an appropriate local forum, any legal proceeding authorized by this Agreement shall be commenced only in the United States District Court for the District of Connecticut located in Fairfield County, Connecticut and both Franchisor and Franchisee consent to the jurisdiction of the United States District Court for the District of Connecticut located in Fairfield, Connecticut and the

application of the laws of the State of Connecticut. In the event that the parties do not meet the jurisdictional requirements for the United States District Court for the District of Connecticut, the parties consent to the jurisdiction of a state court, in the State of Connecticut, County of Fairfield, and the application of the laws of the State of Connecticut. Franchisee agrees that mailing to its last known address by certified mail of any process shall constitute lawful and valid process. In all cases, Franchisee and Franchisor each waive any right to a trial by jury. Notwithstanding the foregoing, if the laws of the state where Franchisee's Go Telecare is located requires jurisdiction of the courts of that state or control by the laws of that state, then this Agreement shall be deemed modified to comply with the applicable laws thereto.

**20.9** The terms of this article shall survive termination, expiration, or cancellation of this Agreement.

## **ARTICLE 21. EXECUTION, REQUESTS, CONSENTS, AND WAIVERS**

**21.1** This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one of the same instrument.

**21.2** This Agreement (as further explained in the FDD) contains the entire agreement of the parties and cannot be modified, changed, or amended except in a writing signed by Franchisor.

**21.3** There is no other agreement, representation, or warranty made by Franchisor or any other entity or person associated with Franchisor other than contained in this Agreement. This Agreement is not subject to or conditioned upon the obtaining of a location(s) for Franchisee's Go Telecare within the Authorized Area. Franchisor's approval of this Agreement does not mean that Franchisee will be successful and Franchisor makes no representations or warranties of success.

**21.4** Franchisor has the right, in its sole and absolute discretion, to approve Franchisee and each franchise transaction based on many factors that include, without limitation, Franchisee's experience, qualifications, capital financing, and any relevant operating history. Franchisor reserves the right and may require Franchisee to attend an interview to confirm facts and information related to the transaction embodied in this Agreement. Franchisor may refuse to approve the transaction embodied in this Agreement unless and until the interview has been conducted. The interview may be conducted in person or by telephone, at Franchisor's option. The interview will generally be conducted within 30 days after Franchisee signs this Agreement. The interview may be tape-recorded or video-recorded, and Franchisee will receive a copy upon request.

**21.5** Each article, paragraph, subparagraph, term, and condition of this Agreement shall be considered severable. If for any reason, any portion of this Agreement is determined to be invalid or in conflict with any law or rule in a final ruling issued by any court, agency, or tribunal with valid jurisdiction in a proceeding to which Franchisor is a party, that ruling shall not affect the validity or enforceability of any other portion of this Agreement.

**21.6** All notices to Franchisor required by the terms of this Agreement, unless otherwise provided, shall be sent by certified or registered mail or by overnight delivery service, addressed to Franchisor at the address set forth in this Agreement, or at such other address as Franchisor may designate. All notices to Franchisee required by the terms of this Agreement, unless otherwise provided, shall be sent by certified or registered mail or by overnight delivery service, addressed to Franchisee at any location(s) within the Authorized Area, or such other additional address as Franchisee designates in writing. If Franchisee refuses acceptance of any certified, registered, or overnight delivery, acceptance shall be deemed to have occurred 48 hours after rejection or refusal of such notice.

**21.7** Franchisee acknowledges that the evolution of the System requires the development of additional franchises, acceptance of Franchisor's Marks, and Authorized Services and Authorized Products.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ATN Care Franchising, LLC, a Delaware  
Limited Liability Company

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Individual Name, Title

FRANCHISEE

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Individual Name, Title

By execution of this Agreement, the undersigned stockholder(s) of the corporate Franchisee, or members of the limited liability company, or partners of the partnership, or the individual Franchisee hereby personally accepts and agrees to comply with Article 10 of this Agreement and acknowledges that the Franchisor has executed this Agreement in reliance upon the commitments contained in Article 10.

\_\_\_\_\_  
\_\_\_\_\_

**EXHIBIT B**

**CONFIDENTIAL INFORMATION AGREEMENT**

## CONFIDENTIAL INFORMATION AGREEMENT

During the period of time franchisee ("Franchisee") will be a Go Telecare franchisee, it is anticipated that ATN Care Franchising, LLC ("Franchisor") will from time to time disclose to Franchisee certain confidential technical and business information and trade secrets belonging to Franchisor ("Confidential Information").

Now, therefore, in consideration of training and receipt of Confidential Information to be acquired during the term of Franchisee's franchise agreement, Franchisee agrees as follows:

1. For a period of 5 years following the date of each such training period, or each disclosure of Confidential Information, or termination or expiration of Franchisee's franchise agreement, Franchisee shall maintain the confidentiality of such Confidential Information, except in case of Confidential Information which:
  - A. is or becomes known through no fault of Franchisee;
  - B. is already known to Franchisee before disclosure from Franchisor, as shown by Franchisee's prior written records.
2. Franchisee shall not, without prior written permission of Franchisor, furnish to any third party any Confidential Information or any equipment or material embodying or made by use of any Confidential Information received hereunder.
3. All Confidential Information in tangible form received by Franchisee shall be returned to Franchisor at Franchisor's request.

Franchisee agrees that each of its associates, officers, employees and agents to whom any of Franchisor's Confidential Information are furnished or disclosed shall sign this Confidential Information Agreement at the place indicated below to indicate their awareness of this Confidential Information Agreement and these obligations of confidentiality.

Each of the undersigned agrees to the terms of this Confidential Information Agreement

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Individual Name, Title

**EXHIBIT C**

**FINANCIAL STATEMENTS**





A. ANDREW GIANIODIS  
CERTIFIED PUBLIC ACCOUNTANT

**ATN CARE FRANCHISING LLC**

JULY 9, 2014

FINANCIAL STATEMENTS

# ATN CARE FRANCHISING LLC

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**A. ANDREW GLIANODIS**  
**CERTIFIED PUBLIC ACCOUNTANT**

July 9, 2014

## **INDEPENDENT AUDITORS' REPORT**

Board of Directors and Members of  
ATN Care Franchising LLC:

### REPORT ON FINANCIAL STATEMENTS

I have audited the accompanying balance sheet of ATN Care Franchising LLC: (a limited liability company) as of July 9, 2014 and the related statements of operations, changes in member's equity and cash flows for the period then ended. These financial statements are the responsibility of the Company's management.

### MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

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

### AUDITOR'S RESPONSIBILITY

My responsibility is to express an opinion on these financial statements based on my audits. I conducted my audits in accordance with generally accepted auditing standards as accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatements of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, I express no such opinion.

-1-

An audit also includes evaluating appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements; examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

OPINION

In my opinion, the financial statements referred to above present fairly, in all material respects, the financial position of ATN Care Franchising LLC: (a limited liability partnership) as of July 9, 2014 and the results of operations and its cash flows for the period then ended in conformity with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "A. Andrew Gianiodis" followed by "CPA" in smaller letters.

A. Andrew Gianiodis

Certified Public Accountant

## ATN Care Franchising LLC

Balance Sheet  
July 9, 2014

### Assets

Current assets	
Cash	\$ 10,500
Due from affiliate	-
Total Current Assets	<u>10,500</u>
Fixed assets	
Equipment	-
Accumulated depreciation	-
Total fixed assets	<u>-</u>
Other assets	
Intangible assets (net)	-
	<u>-</u>
Total Assets	<u>\$ 10,500</u>

### Liabilities & Equity

Current liabilities	
Due to affiliate	\$ -
Total liabilities	<u>-</u>
Equity	
Owners' equity	10,500
Retained earnings	-
Total equity	<u>10,500</u>
Total liabilities and equity	<u>\$ 10,500</u>

*See accompanying notes*

ATN Care Franchising LLC

Statement of Operations  
Period Ended July 9, 2014

Revenues	
Initial franchise fee	\$ -
Other franchise revenue	-
Total revenue	<u>-</u>
Expenses	
Bank charges	-
Professional fees	-
Total expenses	<u>-</u>
Net Income	<u>\$ -</u>

See accompanying notes

## ATN Care Franchising LLC

### Statement of Changes in Owner's Equity Period Ended July 9, 2014

	Equity	Retained Earnings	Total Equity
Owners' Equity at June 17, 2014	\$ -	\$ -	\$ -
Equity Infusion	<u>10,500</u>	<u>-</u>	<u>10,500</u>
Net Income	<u>-</u>	<u>-</u>	<u>-</u>
Owners' equity at July 9, 2014	<u>\$ 10,500</u>	<u>\$ -</u>	<u>\$ 10,500</u>

*See accompanying notes*

ATN CARE FRANCHISING LLC  
NOTES TO FINANCIAL STATEMENTS

**NOTE 1      SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**ORGANIZATION AND NATURE OF BUSINESS**

The Company was incorporated under the laws of the State of Delaware for the purpose of offering franchise opportunities to entrepreneurs who want to own and operate their own Go Telecare operation.

**BASIS OF PRESENTATION**

The financial statements are presented on the accrual basis of accounting.

**REVENUE RECOGNITION**

Initial franchise fees will be recorded as income when the company provides substantially all the initial services agreed upon in the franchise agreement or when the franchise has commenced operations, whichever comes first. If the fee is received over a period of time and the Company has no reasonable basis for estimating the collectability of the fee, the Company will use the installment method of recognition of the initial fee as revenue.

Monthly royalty fees will be recognized when paid by the franchisee.

**COMPANY INCOME TAXES**

The Company is an LLC and has elected to be taxed as a subchapter-S Corporation; as such, the Company will not be responsible for income taxes on the company level. Instead, its taxable income will be included on the owner's personal tax returns.

**NOTE 2      DISCLOSURE ABOUT FAIR VALUE OF FINANCIAL INSTRUMENTS**

The Company estimates that the fair value of all financial instruments at July 9, 2014, as defined in FASB 107, does not differ materially from the aggregate carrying values of its financial instruments recorded in the accompanying balance sheet. The estimated fair value amounts have been determined by the Company using available market information and appropriate valuation methodologies. Considerable judgment is required in interpreting market data to develop the estimates of fair value, and accordingly, the estimates are not necessarily indicative of the amounts that the Company could realize in a current market exchange.



ATN CARE FRANCHISING LLC  
NOTES TO FINANCIAL STATEMENTS

**NOTE 3      FRANCHISE AGREEMENT**

The terms of the Company's franchise agreement will be as follows:

- A. The Company will grant the right to use the Company name, trademark and system in the franchisee's franchise development business.
- B. The franchisee is obligated to pay a non-refundable initial franchise fee.
- C. The franchisee is obligated to pay a monthly royalty fee. Certain other fees are also outlined in the agreement.

The Company has yet to sell any franchises as of July 9, 2014.

**NOTE 4      CONSULTATION AGREEMENT**

The Company entered into a Consultation Agreement with Franchise Development Group Inc. ("FDG"). FDG is retained to prepare franchise legal work, operations manuals, and to market and sell the Company's franchises based on an advertising budget provided by ATN Care Franchising LLC.

**NOTE 5      SUBSEQUENT EVENTS**

Subsequent events have been evaluated through July 9, 2014, the date that the financial statements were available to be issued.



**A. ANDREW GIANIODIS**  
**CERTIFIED PUBLIC ACCOUNTANT**

## CONSENT OF THE INDEPENDENT AUDITOR

July 10, 2014

To Whom It May Concern:

We consent to the inclusion in the Uniform Franchise Disclosure Document of ATN Care Franchising LLC of the report dated July 9, 2014 on the audit of the financial statements of ATN Care Franchising LLC for the period ended July 9, 2014.

Sincerely,

A. Andrew Gianiodis, CPA

**EXHIBIT D**

**AGENCIES/AGENTS FOR SERVICE OF PROCESS**

## AGENCIES/AGENTS FOR SERVICE OF PROCESS

This list includes the names, addresses and telephone numbers of state agencies having responsibility for franchising disclosure/registration laws, and serving our agents for service of process (to the extent that we are registered in their states). This list also includes the names, addresses and telephone numbers of other agencies, companies or entities serving as our agents for service of process.

<b>State</b>	<b>State Agency</b>	<b>Agent for Service of Process</b>
California	Commissioner of Corporation Department of Corporation Suite 750 320 West 4 <sup>th</sup> Street Los Angeles, CA 90013 (213) 576-7505	Commissioner of Corporation and United Corporate Services, Inc. 740 University Avenue, Suite 100 Sacramento, CA 95825
Connecticut	The Banking Commissioner The Department of Banking, Securities and Business Investment Division, 260 Constitution Plaza Hartford, CT 06103-1800 phone number (860) 240-8299	The Banking Commissioner The Department of Banking, Securities and Business Investment Division, 260 Constitution Plaza Hartford, CT 06103-1800 phone number (860) 240-8299
Hawaii	Commissioner of Securities 355 Merchant Street, Room 203 96813 P. O. Box 40 Honolulu, HI 96810 (808) 586-0722	Commissioner of Securities 355 Merchant Street, Room 203 96813 P. O. Box 40 Honolulu, HI 96810 (808) 586-0722
Illinois	Office of Attorney General Franchise Division 500 South Second Street Springfield, IL 67206 (217) 782-4465	Illinois Attorney General and United Corporate Services, Inc. 2901 Normandy Road Springfield, IL 62703
Indiana	Indiana Secretary of State Securities Division Room E-111 301 West Washington Street Indianapolis, IN 46204 (317) 232-6681	Indiana Secretary of State 201 State House Indianapolis, IN 46204 and United Corporate Services 4000 Bank One Tower 111 Monument Circle Indianapolis, IN 46244-0363
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Securities Commissioner 200 St. Paul Place 20 <sup>th</sup> Floor Baltimore, MD 21202-2020 (410) 576-6360

Michigan	Michigan Department of the Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 (517) 373-7117	Michigan Department of Commerce, Corporations and Securities Bureau
Minnesota	Minnesota Department of Commerce 85 7 <sup>th</sup> Place E., Suite 500 St. Paul, MN 55101-2198 (651) 296-4026	Minnesota Commissioner of Commerce and United Corporate Services 2800 Minnesota World Trade Center 30 East 7 <sup>th</sup> Street St. Paul, MN 55101-4999
New York	New York State Department of Law Bureau of Investor Protection and Securities 120 Broadway, 23 <sup>rd</sup> Floor New York, NY 10271 (212) 416-8222	Secretary of State of the State of New York 41 State Street Albany, NY 11231
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	North Dakota Securities Commissioner and United Corporate Services, Inc. 105 East Broadway P. O. Box 1278 Bismarck, ND 58502
Oregon	Department of Consumer and Business Services Division of Finance and Corporate Securities 350 Winter Street NE, #410 Salem, OR 97310 (503) 378-4140	Director of Oregon Department of Insurance and Finance
Rhode Island	Department of Business Regulation Division of Securities 233 Richmond Street, Suite 232 Providence, RI 02903-4232 (401) 222-3048	Director of Rhode Island Department of Business Regulation 1 Hospital Trust Plaza 1420 Hospital Trust Tower Providence, RI 02903
South Dakota	The Department of Labor and Regulation Division of Securities 118 West Capitol Avenue Pierre, SD 57501-2017 (605) 773-4823	Director of South Dakota Division of Securities and UCS of South Dakota, Inc. 28 East Main Street P. O. Box 610 Fort Pierre, SD 57532

Virginia	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, 9 <sup>th</sup> Floor Richmond, VA 32319	Clerk of State Corporation Commission 1300 East Main Street, 1 <sup>st</sup> Floor Richmond, VA 23219 (804) 371-9051
Washington	Department of Financial Institutions Securities Division P. O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Directory of Washington Financial Institutions
Wisconsin	Wisconsin Securities Commissioner Securities and Franchise Registration 345 W. Washington Avenue Madison, WI 53703 (608) 266-8559	Commissioner of Securities of Wisconsin and UCS 3 South Pickney Street, Suite 1200 Madison, WI 53701

**EXHIBIT E**

**OPERATIONS MANUAL – TABLE OF CONTENTS**



## Standard Operating Manual

### Table of Contents

<b>GENERAL EMPLOYEE GUIDELINES</b>	<b># Pages</b>
GoTelecare Company Location & Contacts	1
What Is GoTelecare?	2
Company Background & Vision	1
Code of Conduct	9
Confidentiality	1
Basic Complaint Handling Rules	2
Complaint Handling Suggestions	1
Orientation Quiz	2

### **TRAINING** (80 hrs.)

Franchisee training is conducted online with periodic refresher, skill enhancement and market intelligence webinars. The training curriculum consists of the following:

- 1.) **Introduction to the Company**
  - a. Company history and vision
- 2.) **Product Positioning**
  - a. Why use Telehealth?
  - b. The Growing Landscape for Telehealth Services
  - c. Telehealth Barriers
  - d. Expanding Opportunities
  - e. The Continuity of Our Products
- 3.) **Basic Product Information**
  - a. Introduction Go Telecare Platform
    - i. Provider Usage
    - ii. Patient Experience
  - b. EMR (Electronic Medical Records) Understanding
  - c. Billing and Claims Processing
- 4.) **Product Comparison**
  - a. Telehealth barriers for Providers





- b. Our Solutions
- c. Current telehealth competitors and their business models
- 5.) **Understanding the Industry**
  - a. Medicare and Medicaid
    - i. HPSA
  - b. Insurance plans
  - c. Understanding the Doctor Shortage
  - d. Obamacare
- 6.) **Understanding Customers**
  - a. Identifying potential customers
    - i. Explanation Customer Types
    - ii. Customer Needs Assessment
  - b. Customer Pain Point Knowledge
  - c. Customer Benefits
- 7.) **Selling the Product**
  - a. How to generate value to the customer
  - b. How to generate value to your territory
  - c. Great questions to ask decision makers
  - d. Account management
  - e. Sales and Marketing Support
- 8.) **Objection Handling**
  - a. Potential Objections
  - b. Objection Responses
  - c. Simple Sales Techniques
  - d. Live Role Playing
    - i. 8-10 scenarios/examples of role playing
- 9.) **Gaining Access to the Decision Maker**
  - a. Understanding the hierarchy of medical practices and facilities
    - i. Different staffing positions and their decision making abilities
    - ii. Tips for Gaining Access
      - 1. LinkedIn, Facebook, Etc
    - iii. Role Playing
- 10.) **Contract Review**
  - a. Understanding the contracts
    - i. Go Telecare Provider Enrollment Packages
    - ii. Potential Questions/Concerns
- 11.) **Resource Training**
  - a. Salesforce.com
    - i. Library Resources
    - ii. Dash Board Utilizations



- b. Gmail and Google Calendar
- c. Continuing Education Process
  - i. Webinars
  - ii. Relevant Industry Emails/Articles
- d. Sales Policy and Procedures
- e. Rewards Program

**EXHIBIT F**

**STATE ADDENDA**

## **Addendum for State-Specific Requirements**

### **General**

These states have statutes which may supersede the franchise agreement in your relationship with Us including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Section 70-807], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Section 42-133e *et seq.*], DELAWARE [Code, Tit. 6, Chap. 25, Section 2551 *et seq.*], HAWAII [Rev. Stat. Section 482E-1], ILLINOIS [ILCS 705/1-44], INDIANA [Stat. Section 23-2-2.7], IOWA [Code Sections 523H.1 – 523H.17], MICHIGAN [Stat. Section 19.854(27)], MINNESOTA [Stat. Section 80C.14], MISSISSIPPI [Code Section 75-24-51], MISSOURI [Stat. Section 407.400], NEBRASKA [Rev. Stat. Section 87-401], NEW JERSEY [Stat. Section 56:10-1], SOUTH DAKOTA [Codified Laws Section 37-5A-51], VIRGINIA [Code 13.1-557-574-13.1-564], WASHINGTON [Code Section 19.100.180], WISCONSIN [Stat. Section 135.03]. These and other states may have court decisions that may supersede the franchise agreement in your relationship with Us including the areas of termination and renewal of your franchise.

Some states have statutes that limit Our ability to restrict your activity after the franchise agreement has ended. Other states have court decisions limiting Our ability to restrict your activity after the franchise agreement has ended.

A provision in the franchise agreement that terminates the franchise upon your bankruptcy may not be enforceable under Title 11, United States Code.

### **California Addendum**

#### **(Applies only to California franchisees)**

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination and non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

SECTION 31125 OF THE CALIFORNIA CORPORATIONS CODE REQUIRES US TO GIVE YOU A DISCLOSURE DOCUMENT APPROVED BY THE COMMISSIONER, BEFORE WE ASK YOU TO CONSIDER A MATERIAL MODIFICATION OF YOUR FRANCHISE AGREEMENT. THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE FRANCHISE DISCLOSURE DOCUMENT.

Neither We nor any person identified in Item 2 is subject to any currently effective order of any national securities association or national securities exchange, as defined in the

Securities Exchange Act of 1934, 15 U.S.C.A. 78a et. seq., suspending or expelling the persons from membership in that association or exchange.

YOU MUST SIGN A GENERAL RELEASE OF CLAIMS IF YOU TRANSFER YOUR FRANCHISE. CALIFORNIA CORPORATIONS CODE §31512 VOIDS A WAIVER BY THE PERSON ACQUIRING A FRANCHISE OF CERTAIN RIGHTS UNDER THE FRANCHISE INVESTMENT LAW (CALIFORNIA CORPORATIONS CODE §§31000 THROUGH 31516). BUSINESS AND PROFESSIONS CODE §20010 VOIDS A WAIVER OF CERTAIN RIGHTS UNDER THE FRANCHISE RELATIONS ACT (BUSINESS AND PROFESSIONS CODE §§20000 THROUGH 20043).

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et. seq.)

The franchise agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision may not be enforceable under California law.

The franchise contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

You must resolve disputes through binding arbitration. The arbitration will occur at Fairfield, Connecticut, USA, with the costs of arbitration being borne equally by the parties. Each party will bear its own expenses, including attorney's fees. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act. As long as this represents the law of the State of California, We will not interpret the Franchise Agreement as permitting or requiring maximum price limits.

If your Licensed Business will be in California, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

## **Hawaii Addendum**

### **(Applies only to Hawaii franchisees)**

If your Licensed Business will be in Hawaii, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the

Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

### **Illinois Addendum**

#### **(Applies only to Illinois franchisees)**

The receipt and the Franchise Agreement are both amended to provide that We must provide the Franchise Disclosure Document to You at least fourteen calendar days before You sign any binding contract or give us any money.

The Illinois Franchise Disclosure Act, Section 4, prohibits any agreement that specifies jurisdiction or venue of any lawsuit in a place outside of the state of Illinois. The Act does permit agreements to require you to arbitrate outside the state of Illinois. The Act prohibits choice of law provisions that would require the application of any laws except the laws of the state of Illinois (Section 41). You cannot waive any of your rights given to you by the Illinois Franchise Disclosure Act (Section 41). You may have other rights under the Illinois Franchise Disclosure Act or other laws of the state of Illinois. To the extent that the Franchise Agreement is inconsistent with Illinois law, the inconsistent terms of the Franchise Agreement will not be enforced and the terms of the applicable Illinois law shall apply.

### **Indiana Addendum**

#### **(Applies only to Indiana franchisees)**

Indiana law prohibits requiring you to prospectively agree to a release or waiver which purports to relieve any person from liability imposed by the Indiana Franchise Practices Act (IC 23-2-2.7(5)). The Franchise Agreement shall be deemed amended to the extent necessary to comply with IC 23-2-2.7(5).

Indiana law limits the parties agreement to resolve disputes in any jurisdiction outside of Indiana (IC 23-2-2.7(10)). Subject to the Federal Arbitration Act, the Franchise Agreement shall be deemed amended and the forum for any court proceedings shall be in Indiana.

### **Maryland Addendum**

#### **(Applies only to Maryland franchisees)**

The Maryland Franchise Registration and Disclosure Law, COMAR 02.02.08.16L, provides that, as a condition of the sale of a franchise, We may not require you to agree to a release, assignment, novation, waiver, or estoppel that would relieve a person from liability under the Franchise Registration and Disclosure Law. Item 17 of the Franchise Disclosure Document is amended by adding: any general release required as a condition of sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement and Franchise Disclosure Document shall be deemed amended so that no release, assignment, novation, waiver or estoppel is required if it would violate the Maryland Franchise Registration and Disclosure Law. Nothing in the franchise agreement, including any acknowledgments or representations, shall be deemed a release or waiver of any right or obligation under the Maryland Franchise Registration and Disclosure Law.

Item 17 of the Franchise Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

If you are a resident of Maryland or your Licensed Business will be in Maryland, You will not pay your Initial Fee or any other money to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

Item 17 of the Franchise Disclosure Document and Article 19 of the Franchise Agreement are amended by adding: any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

Article 19 of the Franchise Agreement is amended to provide as follows: Any lawsuit permitted under this Article shall be brought in the federal or state courts located in the State of Maryland. Item 17 is hereby amended by adding the identical language in the “summary” column of line v.

## **Minnesota Addendum**

### **(Applies only to Minnesota franchisees)**

Minn. Stat. §80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the Franchise Disclosure Document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

With respect to franchises governed by Minnesota law, the franchisor will comply with Minn. Stat. §80C.214, Subds. 3, 4, and 5 which require, except in certain specified cases, that We give you 90 days notice of termination (with 60 days to cure) and 180 days notice of non-renewal of the franchise agreement.

We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name, to the extent required by Minn. Stat. §80C.12, Subd. 1(g).

To the extent governed by Minn. Rule 2860.4400J, you shall not be deemed to have waived any rights under Minnesota law. You shall not be deemed to have consented to Us obtaining injunctive relief, although We may seek injunctive relief. A Court or the arbitrators shall determine whether to require a bond as a condition of injunctive relief.

If your Licensed Business will be in Minnesota, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

### **New York Addendum**

#### **(Applies only to New York franchisees)**

Item 3 is amended to read as follows:

Neither We nor any person identified in Item 2 above have any administrative, criminal or material civil action (or a significant number of civil actions irrespective of materiality) pending against us alleging a violation of any franchise law, antitrust or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither We nor any person identified in Item 2 above have been convicted of a felony or pleaded *nolo contendere* to any felony charge or during the 10 year period immediately preceding the date of this Franchise Disclosure Document, been convicted of or pleaded *nolo contendere* to a misdemeanor charge been held liable in any other civil action by final judgment or been the subject of any other material complaint or other legal proceeding where such felony, misdemeanor civil action, complaint or other legal proceeding involved violation of any franchise law, antifraud or securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property or comparable allegations.

Neither We nor any person identified in Item 2 above is subject to any currently effective injunctive or restrictive order or decree relating to the franchise or under any federal, state or Canadian franchise, securities, antitrust, trade regulation or trade practice law



as a result of a concluded or pending action or proceeding brought by a public agency, or is subject to any currently effective order of any national securities association or national securities exchange as defined by the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange, or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department.

Item 4 is amended to read as follows:

During the 10 year period immediately preceding the date of the Franchise Disclosure Document neither We nor any predecessor, affiliate, current officer or general partner of Us has been the subject of a bankruptcy proceeding, been adjudged bankrupt or reorganized due to insolvency or been a principal officer of a company or a general partner of a partnership at or within one year of the time that such company or partnership became the subject of a bankruptcy proceeding or was adjudged bankrupt or reorganized due to insolvency or is subject to any such pending bankruptcy or reorganization proceeding.

Item 5 is amended by adding the following: We will use the Initial Fee for the purposes of covering the costs of selling the franchise and other franchises, for your initial training, for general overhead and for profit.

Item 12 is amended by adding the following: Although We will consider many factors in determining the boundaries of your Marketing Area, it will contain a population of not less than 25,000 people.

Item 17 is amended by changing the caption and preliminary statement to read as follows: Item 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THIS TABLE LISTS CERTAIN IMPORTANT PROVISIONS OF THE FRANCHISE AND RELATED AGREEMENTS PERTAINING TO RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS FRANCHISE DISCLOSURE DOCUMENT.

Item 17 is amended by adding the following: You may terminate the agreement on any grounds available by law.

Item 17 is amended by adding the following: We will only assign to an assignee who in Our good faith judgment is willing and able to assume Our obligations.

### **North Dakota Addendum**

**(Applies only to North Dakota franchisees)**

Under North Dakota law, no modification or change We make to the Manual or method of operation may materially affect your status, rights or obligations under the Franchise Agreement.

Covenants not to compete are considered unenforceable in the State of North Dakota.

Under North Dakota law, a requirement that you consent to liquidated damages or termination penalties in the event of termination of the franchise agreement is considered unenforceable.

The North Dakota Franchise Investment Law (Section 51-19-09) requires that the laws of North Dakota, which laws will prevail, will govern the Franchise Agreement. Further, North Dakota law requires that all issues or disagreements relating to the Franchise Agreement will be arbitrated, tried, heard and decided within the jurisdiction of courts in the state of North Dakota.

Under the North Dakota Franchise Investment Law (Section 51-19-09), a North Dakota franchisee may not be required to execute a general release upon renewal of the Franchise Agreement.

### **Rhode Island Addendum**

#### **(Applies only to Rhode Island franchisees)**

Item 17 is amended by adding the following: Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that a provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act.

If your Licensed Business will be in Rhode Island, You will not pay your Initial Fee to Us until your business is open and we have completed all of Our material pre-opening obligations to you. Item 5 of the Franchise Disclosure Document and Article 2 of the Franchise Agreement are amended accordingly. Please review Item 11 for our pre-opening obligations. You must have your bank verify that you have sufficient funds available at the time We sign the Agreement. The only condition on your obligation to pay the Initial Fee is that We must complete all of Our material pre-opening obligations to you.

### **South Dakota Addendum**

#### **(Applies only to South Dakota franchisees)**

Covenants not to compete upon termination or expiration of a franchise agreement are generally unenforceable in South Dakota, except in certain instances as provided by law.

In the event that either party shall make demand for arbitration, such arbitration shall be conducted in a mutually agreed upon site in accordance with Section 11 of the Commercial Arbitration Rules of the American Arbitration Association.

The law regarding franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota; but as to contractual and all other matters, this agreement and all provisions of this instrument will be and remain subject to the application, construction, enforcement and interpretation under the governing law of the state where the franchise is located.

Any provision of the franchise agreement which requires you to agree to jurisdiction and venue outside of South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Notwithstanding any term of the franchise agreement, We not terminate the franchise agreement upon default without first affording you thirty (30) days notice with an opportunity to cure the default within that time.

To the extent required by South Dakota law, all provisions giving any party a right to liquidated damages are hereby deleted from the franchise agreement and the parties shall be entitled to their actual damages instead.

Pursuant to SDCL 37-5B-5 franchisor shall defer collection of the initial franchise fee until such time as the franchise is operational.

### **Virginia Addendum**

#### **(Applies only to Virginia franchisees)**

Item 17 of the Franchise Disclosure Document is amended by adding the following: The provision in the Franchise Agreement that provides for termination upon your bankruptcy may not be enforceable under federal bankruptcy law (11 U.S.C. Section 101, et. seq.).

### **Washington Addendum**

#### **(Applies only to Washington franchisees)**

If any of the provisions in the Franchise Disclosure Document or franchise agreement are inconsistent with the relationship provisions of RCW 19.100.180 or other requirements of the Washington Franchise Investment Protection Act, the provisions of the Act will prevail over the inconsistent provisions of the Franchise Disclosure Document and franchise agreement with regard to any franchise sold in Washington.

In any arbitration involving a franchise purchased in Washington, the arbitration site shall be either in Washington or in a place as mutually agreed upon at the time of the arbitration, or as determined by the arbitrator.

Initial Fees of new Washington franchisees are held in an escrow account until the franchisee's business is open.

The state law addendum, above, if applicable, is a part of the Franchise Agreement and supersedes any inconsistent term(s) of the Franchise Agreement.

**EXHIBIT G**

**RECEIPTS**

**RECEIPT**

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

If ATN Care Franchising, LLC offers you a franchise, ATN Care Franchising, LLC must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale unless otherwise stated in your state's addendum.

If ATN Care Franchising, LLC 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 or state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C., 20580 and the State Administrator listed in Exhibit D.

The following are the names, principal business addresses and telephone numbers of each franchise seller offering the franchise:

Terry Doeberl  
111 Simpaug Turnpike  
West Redding, CT 06896  
(319) 504-7676

The effective date of this Disclosure Document is July 17, 2014, or the effective date in your state, whichever is later.

Issuance Date: July 17, 2014

I have received a Uniform Franchise Disclosure Documents including the following exhibits on the date listed below:

- A. Franchise Agreement & Rider to Franchise Agreement
- B. Confidential Information Agreement
- C. Financial Statements
- D. Agencies/Agents for Service of Process
- E. Table of Contents of Operations Manual
- F. State Addenda
- G. Receipts

Please sign and print your name below, date and return one copy of this receipt to ATN Care Franchising, LLC, and keep the other for your records.

\_\_\_\_\_  
Date of Receipt

\_\_\_\_\_  
Print Name

Return to:  
ATN Care Franchising, LLC

\_\_\_\_\_  
Signature  
(individually or as an officer of)

\_\_\_\_\_  
(name of business entity)

State: \_\_\_\_\_

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Return to:  
ATN Care Franchising, LLC

\_\_\_\_\_  
Signature  
(individually or as an officer of)

\_\_\_\_\_  
(name of business entity)

State: \_\_\_\_\_