

RECEIVED DEPT OF CORPORATIONS SAN FRANCISCO FRANCHISE DISCLOSURE DOCUMENT

Helpers® DIRECT LINK Help At The Touch Of A Button

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H.H. FRANCHISING SYSTEMS, INC. (an Ohio corporation) 10700 Montgomery Road, Suite 300 Cincinnati, Ohio 45242 Tel: (513) 563-8339 Email: Legal@HomeHelpers.cc http://www.HomeHelpers.cc

We offer two separate but complementary franchises. A Home Helpers franchise provides senior services such as home care, home maker, personal care aide assistance, companion care, and ancillary medical services, and a Direct Link franchise provides personal emergency response products and services.

The total investment necessary to begin operation of a Home Helpers franchise is from \$49,500 to \$70,900. This includes an initial franchise fee for a territory with a population of up to 175,000 of \$36,900 if you pay cash and \$42,900 if we finance a portion of the initial franchise fee, plus \$300 for all or part of every 1,000 people over 175,000. We will finance up to \$20,000 of the initial franchise fee if the population of your purchased territory does not exceed 175,000.

The total Investment necessary to begin operation of a Direct Link franchise is from \$31,500 to \$47,900. This includes an initial franchise fee for a territory with a population of up to 175,000 of \$18,900 plus \$300 for all or part of every 1,000 people over 175,000. We do not offer financing for the initial franchise fee for a Direct Link franchise.

If you purchase a Home Helpers franchise and a Direct Link franchise at the same time, your estimated initial investment for both franchises will range from \$51,500 to \$91,800.

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 or make any payment in connection with the proposed franchise sale. Note, however, that no government agency has verified the information contained in this document.

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

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

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

Date of Issuance:



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 B 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 ARBITRATION IN OHIO. OUT-OF-STATE ARBITRATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH US IN OHIO THAN IN YOUR OWN STATE. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER YOUR STATE'S LAW.
- 2. THE FRANCHISE AGREEMENT REQUIRES ANY LITIGATION BETWEEN US TO BE IN OHIO. OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN OHIO THAN IN YOUR OWN STATE. THIS PROVISION MAY NOT BE ENFORCEABLE UNDER YOUR STATE'S LAW.
- 3. THE FRANCHISE AGREEMENT STATES THAT OHIO LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 4. IF WE FINANCE A PORTION OF THE INITIAL FRANCHISE FEE, YOUR SPOUSE MUST SIGN A GUARANTY MAKING HIM OR HER JOINTLY AND SEVERALLY LIABLE FOR THE OBLIGATIONS UNDER THE AGREEMENT, THUS PLACING THE SPOUSE'S PERSONAL ASSETS AT RISK.
- 5. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Effective Date:

HH-2011-MS



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Exhibits

- A Agents for Service of Process
- B List of State Administrators
- C Financial Statements
- D Franchisee List
- E Franchisees Who Have Left the System
- F Home Helpers Franchise Agreement
- G Direct Link Franchise Agreement
- H Additional Territory Rider
- I Installment Note
- J Personal Guaranty
- K Restrictive Covenant Agreement

- L Power of Attorney
- M Option to Purchase Agreement
- N Disclaimer of Representations
- O Right of First Refusal
- P Table of Contents of Operations Manual
- Q Agenda of Initial Training Program
- R Assignment Agreement
- S EFT Authorization
- T Disclosure Questionnaire
- U State Addenda
- V Deposit Remittance Form

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