

FRANCHISE DISCLOSURE DOCUMENT



IKOR USA, INC.
415 McFarlan Road, Suite 200
Kennett Square, PA 19348
Beginning August 15, 2013
511 Schoolhouse Rd., Suite 600
Kennett Square, PA 19348
(610) 444-1454 or (877) IKOR USA

www.ikorusaikorglobal.com and www.ikoradvocates.com http://www.facebook.com/groups/206131866073116/

We franchise the right to own and operate businesses offering healthcare advocacy, personal care financial advocacy, and personal and estate guardianship services to seniors and the disabled under the "IKOR®" mark.

The total initial investment necessary to begin operation of an IKOR[®] Business is \$54,65078,000 to $$85,250\underline{109,000}$. This includes the $$35,000-\underline{900}$ to \$49,900 which must be paid to Franchisorus before opening.

If you sign a Multi Unit Option Agreement, you will pay a \$10,000 option fee for each additional IKOR® Business, which will be credited towards your initial franchise fee for each additional IKOR® Business.

This Disclosure Document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this Disclosure Document and all accompanying agreements carefully. You must receive this Disclosure Document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the Franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our corporate office at 415 McFarlan Road, Suite 200, Kennett Square, PA 19348, (beginning August 15, 2013, 511 Schoolhouse Rd., Suite 600, Kennett Square, PA 19348), or via telephone at (610) 444-1454 or (877) IKOR USA (877-456-7872).

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

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

DAL01:1199199.3 081120.0101

IKOR FDD Rev. 5/4/1218/13



visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

The <u>Issue Date Issuance date</u> of this Franchise Disclosure Document ("FDD") <u>Is: May 4, 2012 is: April 18, 2013</u>.

DAL01:1199199.3 081120.0101

IKOR FDD Rev. 5/4/1218/13



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 A to this Franchise Disclosure Document for information about the franchisor, about other franchisors, 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 AND MULTI-UNIT OPTION AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US BY MEDIATION ONLY IN KENNETT SQUARE, PENNSYLVANIA. OUT-OF-STATE MEDIATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE WITH US IN PENNSYLVANIA THAN IN YOUR OWN STATE.
- 2. ANY DISPUTES WITH US NOT SUBJECT TO MEDIATION MUST BE RESOLVED BY LITIGATION IN ANY PENNSYLVANIA STATE COURT IN CHESTER COUNTY, PENNSYLVANIA OR THE UNITED STATES DISTRICT COURT OF THE EASTERN DISTRICT OF PENNSYLVANIA. IT MAY COST YOU MORE TO LITIGATE WITH US IN PENNSYLVANIA THAN IN YOUR OWN STATE.
- 3. THE FRANCHISE AGREEMENT AND MULTI UNIT OPTION AGREEMENT STATE THAT THEY ARESTATES THAT IT IS GOVERNED BY PENNSYLVANIA LAW. THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
- 34. SPOUSES OF FRANCHISE PRINCIPALS WILL BE BOUND BY THE CONFIDENTIALITY AND NON-COMPETE COVENANTS OF THE FRANCHISE AGREEMENT AND WILL EXECUTE THE CONFIDENTIALITY AND RESTRICTIVE COVENANT AGREEMENT.
- 4<u>5</u>. OUR DECEMBER 31, <u>2012</u>2011 AUDITED FINANCIAL STATEMENTS SHOW THAT WE HAD A TOTAL STOCKHOLDER'S DEFICIT OF \$877,848312,267.

DAL01:1199199.3

IKOR FDD Rev. 5/4/1218/13

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: https://franchisepanda.com/franchises/ikor