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HOME INSTEAD®
FRANCHISE DISCLOSURE DOCUMENT

www.homeinstead.com

Home Instead, Inc.
2026 FDD

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FRANCHISE DISCLOSURE DOCUMENT

HOME INSTEAD, INC.,
A Nebraska Corporation
13323 California Street,
Omaha, Nebraska 68154

(402) 498-4466
frandev@homeinsteadinc.com
www.homeinstead.com

As a franchisee, you will operate a Home Instead® business which provides home care, companionship services, nurse directed care and other specialized services for older adults and other individuals who need care.

The total investment necessary to begin operation of a Home Instead® franchised business is $92,640–$350,550. This includes $54,000–$56,250 which must be paid to us as the initial franchise fee.

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 government agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient to you. To discuss the availability of disclosures in different formats, contact the Franchise Development Department at 13323 California Street, Omaha, Nebraska 68154, (402) 498-4466.

The terms of your contract will govern your franchise relationship. Do not 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, such as a lawyer or accountant.

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

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

Issuance Date: April 29, 2026.

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How to Use This Franchise Disclosure Document

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

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

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What You Need To Know About Franchises *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

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Special Risks to Consider About *This* Franchise

Certain states require that the following risks be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by litigation only where the franchisor's headquarters is located, which is currently the State of Nebraska. Out-of-state litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to litigate with the franchisor in Nebraska than in your own state.

2. **Sales Performance Required.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.

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

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NOTICE REQUIRED
BY
STATE OF MICHIGAN

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

Each of the following provisions is void and unenforceable if contained in any documents relating to a franchise:

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include:

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(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to the Department of Attorney General, State of Michigan, 670 Williams Building, P.O. Box 30213, Lansing, Michigan 48913, telephone (517) 373-7117.

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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ITEM 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

Franchisor

In this franchise disclosure document, "we," "us," "our," or "Home Instead, Inc." means Home Instead, Inc., the franchisor. "You" means the person who is buying the franchise. If you are a corporation, partnership, limited liability company or other entity, "you" includes your owners or members. We are a corporation formed in the State of Nebraska on May 9, 1994. Our principal place of business is 13323 California Street, Omaha, Nebraska 68154. Our agents for service of process are listed in Exhibit C.

We originally incorporated under the laws of the State of Nebraska on May 9, 1994, under the name of Home Instead, Inc. and began selling franchises under the name Home Instead Senior Care® in 1995. Throughout our history, we have offered franchises for the business which is subject to this offering and have not offered franchises in any other line of business.

Predecessor

We have no predecessors.

Parent

We are owned by Honor Technology, Inc., a corporation formed in the State of Delaware ("Honor"). Honor's principal place of business is 13323 California Street, Omaha, Nebraska 68154.

Affiliates

Our affiliates as of the issuance date of this disclosure document are listed below.

HI Omaha, LLC has operated a Home Instead business in Omaha, Nebraska, located at 13323 California St., Omaha, NE 68154, since 1994. HI Omaha, LLC also operates a Home Instead business in St. Charles, MO since 2022, two Home Instead businesses in Chicago, IL since 2024, two Home Instead businesses in San Antonio, TX since 2024, two Home Instead businesses in the South Bay area in California since 2025, and three Home Instead businesses in Southwest Florida since 2026.

Certain subsidiaries of Honor provide recruiting, staffing and other back-office services to some franchisees already operating under the Care Platform (as described below), including: Home Instead by Honor Alabama, Inc., Home Instead by Honor Georgia, Inc., Home Instead by Honor Maryland, Inc., Home Instead by Honor Massachusetts, Inc., Home Instead by Honor Minnesota, Inc., Home Instead by Honor Mississippi, Inc., Home Instead by Honor New Hampshire, Inc., Home Instead by Honor New York, Inc., Home Instead by Honor Oregon, Inc.,

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Home Instead by Honor Virginia, Inc., Honor Care Network Arizona, LLC, Honor Care Network Central, LLC, Honor Care Services Connecticut, Inc., Honor Care Services Illinois, Inc., Honor Care Services Indiana, Inc., Honor Care Services Kentucky, Inc., Honor Care Services North Carolina, Inc., Honor Care Services Ohio, LLC, Honor Care Services Tennessee, LLC, Honor Care Services Washington, LLC, Honor Home Care New Mexico, LLC, Honor Home Care Services California, Inc., and Honor PC Texas, Inc., all with their principal place of business at 13323 California Street, Omaha, NE 68154; Honor Care Services Colorado, Inc., with its principal place of business at 7535 East Hampden Avenue, Suite 400, Office No. 406, Denver, CO 80231; Honor Care Network Florida, LLC, with its principal place of business at Cypress Park West, 6750 North Andrews Avenue, Suite 200, Fort Lauderdale, FL 33309; Honor Care Network Pennsylvania, Inc., with its principal place of business at 3000 Valley Forge Circle, Suite 3000, King of Prussia, PA 19406; Honor Care Services Nevada, Inc., with its principal place of business at 1210 S Valley View Blvd., Las Vegas, NV 89102; Honor Care Services South Carolina, Inc., with its principal place of business at 1409 W. Ezell Blvd., Spartanburg, South Carolina 29301; and Honor Care Services Utah, Inc., with its principal place of business at 10 W Broadway, Suite 700, Salt Lake City, UT 84101. None of our affiliates have offered any franchises, including Home Instead® franchises.

The Franchise

We franchise the operation of a business providing home care services for older adults and other individuals such as companionship, personal, nurse directed and specialized services, including end of life and Alzheimer's support for older adults (the "Franchised Business") utilizing our unique and distinctive formats, systems, standards and procedures (the "System") and identified by certain trademarks, domain names, service marks and other commercial symbols (the "Licensed Marks").

We enter into master franchise or license agreements in selected foreign markets only. Currently we have master franchise or license agreements in Germany, Japan, Singapore, and the United Kingdom. We also have franchise agreements with individual franchisees in Canada.

A Home Instead Franchised Business provides an effective solution for people at any point in the aging process who prefer to remain at the home or location of their choice where their quality of life can be enhanced without the stress and hardships of interrupted routines and daily habits. The Home Instead System utilizes a care concept comprised of a certain number of integral parts, all of which are necessary for a successful operation, and which are fully described in our confidential Operations Manual, as defined in Item 11. A Home Instead franchisee employs individuals who are trained to provide professional and reliable services to clients (each a "Care Pro"). We specifically designate the services that franchisees may offer to clients and those services may change at our discretion from time to time.

Honor has developed a proprietary care management system (the "Care Platform"). The Care Platform is a centralized operations platform that may allow franchisees to operate in collaboration with Honor or its affiliate. For franchisees operating under the Care Platform, the Care Platform includes recruitment, onboarding, training, and employing Care Pros, care management, and client billing and collection.

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We permit certain franchise owners to operate multiple Franchised Businesses under a Multi-Territory Addendum, attached as Exhibit G (the "Multi-Territory Addendum"), which may allow for operational efficiencies and shared services, subject to our approval. A Home Instead franchisee operating multiple Franchised Businesses under a Multi-Territory Addendum may experience reduced costs.

Pilot Programs

1. We are currently conducting, and may in the future conduct, one or more pilot programs with select franchisees relating to devices, products, services, platforms, and/or other offerings. Participation in these pilot programs is voluntary. The services offered under these programs may be provided to individuals who are not currently receiving home care services and may serve as an initial point of engagement, lead generation channel, or alternative or complementary service to the services offered by Franchised Businesses. These pilot programs may involve third-party vendors or service providers and may include different pricing, revenue models, terms, conditions, or operational requirements than those generally applicable to franchisees. The terms and conditions of any such pilot program will be disclosed to participating franchisees at the time of participation.

2. We may, from time to time, offer select franchisees the opportunity to participate in a pilot program providing individualized or small-group sales training and coaching for designated personnel or marketing efforts. Participation in any such program is voluntary and may be subject to additional fees, minimum commitments, and other terms and conditions that will be communicated to participating franchisees at the time of participation.

Market and Competition

The market for home care services to older adults is well-developed and growing as the number of people aged 65 years and older in the United States continues to increase. A Home Instead franchisee can expect to compete with other national and local home care businesses, home health companies, hospitals, living facilities, adult daycares and sole proprietors performing similar services.

Industry-Specific Laws and Regulations

There are federal, state and local laws and regulations that may impact your Franchised Business. We may identify existing requirements or provide updates on laws or regulations for informational purposes only. However, the information we provide is not legal advice and is not a substitute for consulting your own legal advisor. This document does not address all laws or regulations that may apply to your Franchised Business. In operating your Franchised Business, you maintain full responsibility for compliance with all applicable laws.

The Federal Fair Labor Standards Act ("FLSA") establishes federal minimum wage and overtime requirements that apply to employers.

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Federal regulations applicable to domestic service employment may affect overtime eligibility and compensable time determinations for certain workers providing services in clients' homes. These regulations and related enforcement positions are subject to change.

Your Franchised Business may have obligations related to overtime, travel time, and time spent by Care Pros engaged to wait between work shifts. You are encouraged to work with your attorney to determine how to calculate and manage overtime, travel time, and wait time within your Franchised Business.

Your Franchised Business may be located in an area that has adopted its own minimum wage, overtime, or other compensation rules. If the state or local rules where you operate your Franchised Business are different from the minimum wage and overtime rules under the FLSA, then you must comply with any applicable state or local law that provides greater protections or higher standards than federal law, in addition to complying with federal law. You and your attorney must determine whether your employees will be subject to overtime and the minimum compensation requirements required by your state and local laws.

The Federal Occupational Safety and Health Act may also impact your Franchised Business. In some states this act is enforced by the Occupational Safety and Health Administration ("OSHA"). OSHA generally requires employers under its jurisdiction to record work-related injuries and illnesses and to report certain serious work-related incidents. OSHA rules may provide partial exemptions from routine injury and illness recordkeeping requirements based upon industry classification or business size. However, covered employers are generally required to report certain serious work-related injuries or fatalities to OSHA within required timeframes, regardless of recordkeeping exemption status.

While your business size may vary, your Franchised Business will generally be considered part of the home care services industry. Under current rules, the home care services industry is generally not exempt from recordkeeping requirements.

If your Franchised Business is located in a state that utilizes an OSHA-approved state plan ("State Plan"), then you will not be directly subject to Federal OSHA jurisdiction. However, State Plan standards must be as effective as Federal OSHA rules. Accordingly, if your Franchised Business is subject to a State Plan, you may have additional obligations related to recording and reporting.

Through services provided to clients of your Franchised Business, you may access individuals' information protected by state and federal law(s). Each Franchised Business must comply with all applicable state and federal privacy and security laws, our privacy policy and policies and procedures stated in the Operations Manual.

You must sign a "Confidentiality of Client Health Information Agreement" in the form attached to the Franchise Agreement as Exhibit B. This form provides that both we and the Franchised Business intend to protect client health information under applicable federal and state privacy laws. The agreement is primarily designed to address the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 and its

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implementing regulations, as amended ("HIPAA") for Franchised Businesses subject to HIPAA. The agreement also acknowledges, however, that HIPAA may not currently apply to all Franchised Businesses. To the extent you are a "Covered Entity" under HIPAA, or as required by the Operations Manual, we and you will protect health information according to the Privacy, Security, Enforcement, and Breach Notification Rules under HIPAA. You may be required to sign additional agreements that we determine are necessary for compliance.

Specific laws and regulations in your state or local area may also require licensure, certification, registration or training of individuals providing services. For example, all nursing services that are performed, supervised or delegated by a nurse must be in accordance with your state nursing practice act.

Licensure requirements may also apply to your Franchised Business. Some states may require a certificate of need. Additionally, certain services may require compliance with the Federal Clinical Laboratory Improvement Amendments (CLIA), including obtaining a certificate of waiver. It is your responsibility to understand any regulatory requirements for your provision of services, including nursing delegation requirements, and to ensure your Franchised Business adheres to those requirements.

To maintain a state license for your Franchised Business, you may be required to meet specific criteria for: employee screening, employee training, policies and procedures, recordkeeping, client care plans, client notices, data privacy and security, employee qualifications, and/or compliance audits. These state specific obligations may exceed our requirements. If this is the case in your state, you are required to comply with both your state requirements and our requirements. In all cases, you must comply with our requirements and the law, at a minimum.

If your Franchised Business chooses to accept reimbursement from regulated health care programs, such as Medicaid or the U.S. Department of Veterans Affairs ("VA"), then you will be responsible for knowing and complying with all applicable regulatory and contract requirements. Such requirements include compliance with the False Claims Act and Federal Anti-Kickback Statute ("AKS").

The False Claims Act prohibits certain actions that may defraud government programs, such as the making of a false claim to the federal government for payment or approval. This includes making or using a false statement that is material to a false claim.

AKS prohibits the exchange or offer of anything of value as an inducement or reward for the referral of patients or patient care opportunities paid in whole or in part by a federal health care program, including the VA. The AKS prohibits, and imposes criminal penalties, for many business practices that are common outside the health care industry. Additionally, a number of states have enacted laws, which prohibit payment for referrals and other similar arrangements.

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ITEM 2

BUSINESS EXPERIENCE

Chief Executive Officer and Director: Seth Sternberg

Seth Sternberg has been co-founder and Chief Executive Officer of Honor since July 2014. In addition, Seth was appointed Chief Executive Officer of Home Instead in June 2022 and Director of Home Instead in May 2024.

President: Ian Clarkson

Ian Clarkson was appointed President of Honor and Home Instead in October 2022. Prior to joining Honor and Home Instead, Ian was President and Chief Operating Officer of Nerdy, an educational technology organization, in Seattle, Washington from January 2016 to October 2022.

Chief Financial Officer and Treasurer: Matt Klitus

Matt Klitus was appointed Chief Financial Officer of Honor and Home Instead in September 2025. Previously, Matt served Lyra Health, Inc., a mental health care company, in Burlingame, California as Chief Financial Officer from April 2023 to May 2025, and Chief Growth Officer from April 2021 to April 2023. From October 2019 to March 2021, Matt was President of Markets and executive advisor at Cityblock Health, Inc., a health care company, in New York, New York.

Chief Communications Officer: Kim Atkinson

Kim Atkinson has been Chief Communications Officer of Honor and Home Instead since November 2023. From March 2019 to January 2022 and August 2022 to November 2023, Kim served as Senior Vice President of Communications at SmileDirect Club, an oral care company in Nashville, Tennessee. From January 2022 to August 2022, Kim served as Senior Vice President of Communications at Athletic Greens, a nutrition company based in New York, New York.

Chief People Officer: Heidi Robinson

Heidi Robinson has been Chief People Officer of Honor and Home Instead since December 2024. From January 2024 to December 2024, Heidi served as Director of Executive Talent Management and Organizational Effectiveness at Amazon in Seattle, Washington. From April 2023 to December 2023, Heidi was self-employed and served as an independent consultant on a part-time basis for Nerdy, an educational technology organization, in St. Louis, Missouri. From July 2016 to March 2023, Heidi served as Chief People Officer and Head of Recruiting & HR at Nerdy.

Chief Legal Officer and Secretary: Shawn Lindquist

Shawn Lindquist was appointed Chief Legal Officer of Home Instead and Honor in July 2025. From September 2021 to May 2025, Shawn served as Chief Legal Officer at MX Technologies, Inc., a financial technology company, in Lehi, Utah. Prior to that, Shawn was Chief Legal Officer

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of Vivint Smart Home, Inc., a smart home and home security company, in Provo, Utah from May 2016 to August 2021.

Executive Vice President, Engineering: Preeti Kaur

Preeti Kaur has been Executive Vice President of Engineering at Honor and Home Instead since June 2024. From January 2023 to June 2024, Preeti served as Senior Vice President of Engineering at Honor and Home Instead. From October 2018 to November 2022, Preeti served as Vice President of Software Engineering at Carta, an equity administration and corporate governance software company, in San Francisco, California.

Senior Vice President, Operations Home Instead Network: Linn Free

Linn Free was appointed Senior Vice President, Operations Home Instead Network, of Honor and Home Instead in July 2023. From October 2011 to July 2023, Linn served in several positions for Yum! Brands, including Global Director of Operations – KFC Global from June 2020 to July 2023 and previously Chief Operating Officer – KFC Canada.

Vice President Network Operations: Doug Cook

Doug Cook was appointed Vice President, Network Operations of Honor and Home Instead in February 2024. From October 1996 to February 2024, Doug served in several positions for Kentucky-based Yum! Brands and its KFC subsidiary, including Interim Chief Operations Officer of KFC from October 2022 to February 2024.

Vice President of Sales and Business Development: Lakshmi Venkatesan

Lakshmi Venkatesan has been Vice President of Sales and Business Development of Honor and Home Instead since October 2024. From May 2023 to September 2024, Lakshmi served as Vice President of Business Operations of Honor and Home Instead. From November 2015 to March 2023, Lakshmi served in several positions for Sunrun, Inc. in San Francisco, California, including VP, Market Strategy & Management from January 2021 to March 2023.

Vice President and Deputy General Counsel: Darci Cohen

Darci Cohen has been Vice President and Deputy General Counsel of Honor and Home Instead since August 2024. From November 2018 to August 2024, Darci was a partner at Mark Migdal & Hayden located in Miami, Florida.

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ITEM 3

LITIGATION

Pending Actions

WJM Home Care, LLC, et al. v. Home Instead, Inc. (U.S. District Court for the District of Nebraska, Case No. 8:25-cv-00654) ("Nebraska Lawsuit"); Managed Care, Inc., et al. v. Home Instead, Inc. (U.S. District Court for the Central District of California, Case No. 5:25-cv-03149) ("California Lawsuit"); REM Senior Services Corp., et al. v. Home Instead, Inc. (U.S. District Court for the Eastern District of Michigan, Case No. 2:25-cv-13746) ("Michigan Lawsuit").

In November 2025, groups of franchisees filed substantially similar complaints in the United States District Court for the District of Nebraska, the United States District Court for the Central District of California, and the United States District Court for the Eastern District of Michigan, respectively (as referenced above), alleging breach of the same March 2024 Settlement Agreement (the "Settlement Agreement") and breach of the implied covenant of good faith and fair dealing. The plaintiffs assert that the Settlement Agreement grants them the right to renew their franchise agreements prior to the expiration of their existing terms, and that Home Instead improperly failed to permit such early renewals.

The plaintiffs seek unspecified monetary damages and declaratory and injunctive relief.

In the Nebraska Lawsuit, on April 2, 2026, the United States District Court for the District of Nebraska granted Home Instead's Motion to Dismiss and dismissed the case with prejudice for failure to state a claim. The court held that the plaintiffs' claims were not supported by the plain and unambiguous language of the Settlement Agreement and that plaintiffs were attempting to assert contractual rights that do not exist under the agreement.

The California and Michigan Lawsuits involve substantially similar allegations and remain pending.

Home Instead's Motion to Dismiss in the remaining pending actions contends that the Settlement Agreement does not provide the early renewal rights alleged by plaintiffs and that it has not breached the agreement.

L4 Enterprises, Inc. v. Home Instead, Inc. (Superior Court of the State of California, County of Kern, Case No. 25CUB01090). On December 24, 2025, L4 Enterprises, Inc., a Home Instead franchisee, filed a complaint against Home Instead, Inc. in the Superior Court of the State of California, County of Kern, arising out of the parties' franchise relationship.

The complaint alleges, among other things, that Home Instead, Inc. made certain representations in connection with the sale and operation of the franchise, failed to provide contractual support, and improperly exercised certain rights under the franchise agreement. L4 Enterprises asserts claims under California statutory and common law and seeks rescission of the

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franchise agreement, monetary damages, injunctive and declaratory relief, attorneys' fees and costs, and other relief.

In its answer, Home Instead, Inc. denies the material allegations of the complaint. The matter is pending.

Franchisor-Initiated Actions

During fiscal year 2025, Home Instead, Inc. initiated one lawsuit against a franchisee as follows:

Suit to Enforce Covenant Not to Compete

Home Instead, Inc. v. Bidwell Home Care Service, LLC, et al. (U.S. District Court for the Middle District of Florida, Case No. 25-00754). The Court entered the stipulated permanent injunction against a former franchisee on December 23, 2025. The litigation has been resolved and is no longer pending.

Concluded Actions

Home Instead, Inc. v. Head 2 Head, Inc. et al. (U.S. District Court of Nebraska, Case No. 8:23cv00424). On September 27, 2023, we asserted claims against franchisee, Head 2 Head, Inc. ("Head"), and its guarantors for violation of the Lanham Act and misappropriation of trade secrets, and sought to enforce the post-termination non-competition provisions of the franchise agreement, including the non-competition provisions, after Head failed to renew its franchise by not executing the then-current franchise agreement. The franchise agreement expired by its own terms and Head continued operating past the expiration of the franchise agreement. We sought a declaratory judgment, injunctive relief, monetary damages, an accounting, and an award of our costs and attorneys' fees incurred in bringing the action. In response, Head filed a motion to dismiss on October 31, 2023. In a related action, Head filed a complaint against us and our CEO in the United States District Court for the Western District of Virginia on November 1, 2023 (Head 2 Head, Inc. et al. v. Home Instead, Inc. et al., Case No. 6:23CV00067) alleging violation of the Virginia Retail Franchising Act, breach of franchise agreement, and breach of the implied covenant of good faith and fair dealing, stemming from our alleged breaches of the franchise agreement.

On March 18, 2024, the parties attended a mediation in which they reached an agreement to settle the litigation under the following material terms: Head ceased to be a Home Instead franchisee; a stipulated judgment was entered in our favor on all of our claims and included an award of monetary damages; a stipulated order of permanent injunction will be entered against Head enforcing certain post-term covenants as stated in the order, including that Head debranded and that for two years, Head will engage in covered activities only within specified geographic areas; and we agreed not to enforce the monetary damages awarded in the stipulated judgment unless the franchisee violates the stipulated order of permanent injunction.

Home Instead, Inc. v. Elderly Care Services, LLC et al. (U.S. District Court of Nebraska, Case No. 8:23cv00431. On September 29, 2023, we asserted claims against franchisee, Elderly Care Services, LLC ("Elderly Care"), and its guarantors for violation of the Lanham Act and

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misappropriation of trade secrets, and sought to enforce the post termination non-competition provisions of the franchise agreement, including the non-competition provisions, after Elderly Care failed to renew its franchise by not executing the then-current franchise agreement. The franchise agreement expired by its own terms and Elderly Care continued operating past the expiration of the franchise agreement. We sought a declaratory judgment, injunctive relief, monetary damages, an accounting, and an award of our costs and attorneys' fees incurred in bringing the action. In response, Elderly Care filed a motion to dismiss the Lanham Act and misappropriation of trade secrets claims on November 10, 2023. In addition, Elderly Care asserted counterclaims against us and claims against our CEO alleging breach of the franchise agreement and breach of the implied covenant of good faith and fair dealing, stemming from our alleged breaches of the franchise agreement.

On March 18, 2024, the parties attended a mediation in which they reached an agreement to settle the litigation under the following material terms: Elderly Care ceased to be a Home Instead franchisee; a stipulated judgment was entered in our favor on all of our claims and will include an award of monetary damages; a stipulated order of permanent injunction was entered against Elderly Care enforcing certain post-term covenants as stated in the order, including that Elderly Care debranded and that for two years, Elderly Care will engage in covered activities only within specified geographic areas; and we agreed not to enforce the monetary damages awarded in the stipulated judgment unless the franchisee violates the stipulated order of permanent injunction.

Elder Care Providers of Indiana, Inc. v. Home Instead, Inc., Case No. 1:14cv01894, was filed in the United States District Court for the Southern District of Indiana on November 18, 2014. In this action, former franchisee, Elder Care Providers of Indiana, Inc. ("EPI") asserted claims against Home Instead, Inc. for declaratory relief, breach of contract, and violations of the Indiana Deceptive Franchise Practices Act ("IDFPA"), after Home Instead, Inc. terminated EPI's Franchise Agreement due to misuse of Home Instead, Inc.'s trademarks and violation of the in-term and post-term non-competition covenants, and the non-disclosure covenants in the Franchise Agreement. EPI and its guarantors sought, in addition declaratory relief respecting the non-competition and non-disclosure covenants and other provisions (including validity) of the Franchise Agreement, damages in an undetermined amount. Home Instead, Inc. asserted, in its Answer to Second Amended Complaint and Counterclaims filed July 15, 2015 (the "Counterclaim"), claims (among others) against EPI and its guarantors for violating the in-term and post-term non-competition covenants and the non-disclosure covenants in the Franchise Agreement, trademark infringement, and unfair competition and/or deceptive trade practices. On March 24, 2017, the Court issued an Order on Cross Motions for Summary Judgment granting and denying each Motion in part. The Court granted summary judgment in favor of Home Instead, Inc. finding that the termination notice did not violate the IDFPA and that Home Instead, Inc. did not discriminate against EPI and its guarantors. The Court granted summary judgment in favor of EPI and its guarantors finding that they were wrongfully terminated without notice and an opportunity to cure; they did not violate the Franchise Agreement's covenant not to compete and they did not breach the Franchise Agreement's non-disclosure provision. The Court denied the balance of EPI's motion.

On March 30, 2018, the parties entered into a settlement agreement, including a stipulated judgment and order, under which: (1) judgment was entered in favor of Home Instead, Inc. on

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certain counterclaims against EPI, including those involving violation of the non-disclosure covenants in the Franchise Agreement, misappropriation of Home Instead, Inc.'s confidential information, trademark infringement and unfair competition; (2) Home Instead, Inc. was awarded damages in the amount of $500,000, which amount would be satisfied upon EPI's transfer of certain rights under an "Assignment Agreement" involving the franchised Home Instead® business previously operated by EPI; (3) EPI and its related parties were permanently enjoined from using Home Instead, Inc.'s service marks or certain similar marks; (4) the parties agreed to a mutual release of claims; and (5) all remaining claims were dismissed with prejudice.

Other than the above actions, no litigation is required to be disclosed in Item 3.

ITEM 4

BANKRUPTCY

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

ITEM 5

INITIAL FEES

Initial Franchise Fee

You must pay us an initial franchise fee of $54,000 ("Initial Franchise Fee"). The Initial Franchise Fee is due when you sign the Franchise Agreement. Except as provided below, the Initial Franchise Fee is non-refundable under any circumstances. The Initial Franchise Fee may be subject to applicable discounts, as described below.

To reserve the availability of a market prior to signing the Franchise Agreement, we will, depending on your state's laws, allow you to enter into a Deposit Agreement with us (see Exhibit F). A Deposit Agreement may be entered into at least 14 calendar days after you receive a Franchise Disclosure Document. The Deposit Agreement will require you to make a deposit payment of $27,000 to reserve the availability of a market. If you then enter into a Franchise Agreement with us within 120 days of the date of the Deposit Agreement, we will apply the deposit payment toward the Initial Franchise Fee. If you choose not to purchase a franchise, we will refund $24,300 of your original deposit payment. To receive this refund, you must notify us in writing that you are withdrawing your request to be considered as a franchisee within 90 days after the date of the Deposit Agreement. The entire deposit payment of $27,000 will be refunded to you if we decide, at our discretion, not to approve you as a franchisee.

VetFran Discount

As a member of the International Franchise Association ("IFA"), we participate in the IFA's VetFran Program. A discount of 20% off the Initial Franchise Fee (reduced to $43,200) is

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available to honorably discharged veterans of the United States Armed Forces who do not currently own a Home Instead franchise and who otherwise meet our requirements to purchase a franchise. In determining who is a "veteran," we may be guided, in whole or in part, by any definitions we find appropriate, including definitions used by the federal government of the United States, in determining who is eligible for federal benefits intended for veterans.

Training Fees

As a part of your Initial Franchise Fee, we will provide initial franchise training, training materials, and lodging for up to two people. If you elect to have more than two people attend our franchise training program, you must pay a fee for each additional attendee ("Additional Trainee Fee"). The estimated Additional Trainee Fee is currently $2,250 per person, or another amount which will not exceed $2,700. This fee covers the cost of training, materials and lodging. You are responsible for travel expenses to and from the training site and for some limited meal costs for you and your personnel.

Except for the circumstances described in this Item 5, we do not refund any Initial Franchise Fee.

All fees described in this Item 5 are collected by and payable to us. During 2025, we received Initial Franchise Fees ranging from $0 to $54,000.

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