



WOMAN360

A FRANCHISE NETWORK OF PRIVATE HOSPITALS AND CLINICS

BY: FREDERICK ANSAH - KWAYISI

INTRODUCTION

- ▶ Woman360 is a Franchise network of private clinics and hospitals operating under a recognisable brand which offers women high quality and trusted healthcare.
- ▶ We provide our clients maternal care using tools and procedures that meet international standards.

MISSION

- ❖ To be the maternal healthcare brand of preference through the delivery of quality, client centered, reliable and affordable healthcare using dedicated staffs to achieve growth and value for our stakeholders.

VISION

- ❖ To be the leader in maternal healthcare in Ghana and a recognized maternal healthcare franchise in Africa.

OUR LOGO



CORE BRAND VALUES

▶ QUALITY

- ❖ We recognize quality healthcare as the cornerstone of our practice and therefore strive to deliver the highest possible quality to clients in the cleanest and safest environment.
- ❖ We have implemented SafeCare Quality Improvement Standards to strengthen the capacity of our staffs to ensure they deliver quality healthcare to our clients.

▶ RESPECT

- ❖ We are polite, gentle and courteous in communicating with our clients.
- ❖ We provide client-centered care, seeking to know our clients as individuals, offering care that respects their unique needs, and responding to their feedback in order to continuously improve their customer service experience.

▶ CONVENIENCE

- ❖ Convenient locations and flexible opening hours
- ❖ We provide services that are available and accessible 24/7

▶ OPENESS

- ❖ Transparent pricing and uniform and standardized care

OUR FACILITIES & SERVICES

▶ OUR FACILITIES:

- ❖ Our Hospitals (Hubs) are: Airport Women Hospital and Resolve Medical Services
- ❖ Our Clinics (Spoke) are: Airport Women Hospital's Spoke, Adenta and Resolve Medical Services' Spoke, Community 25

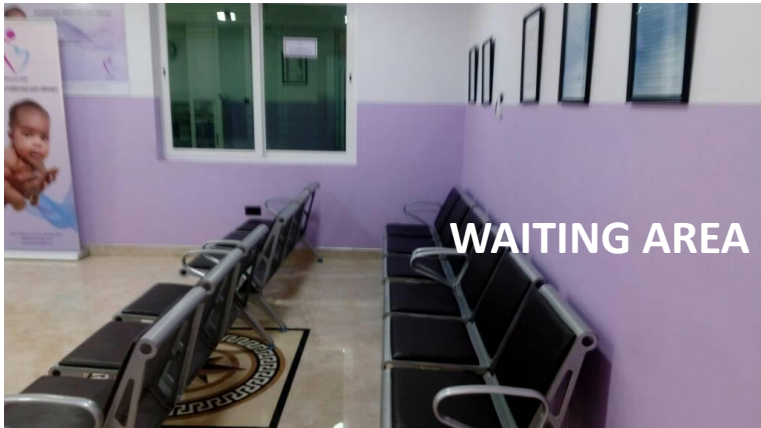
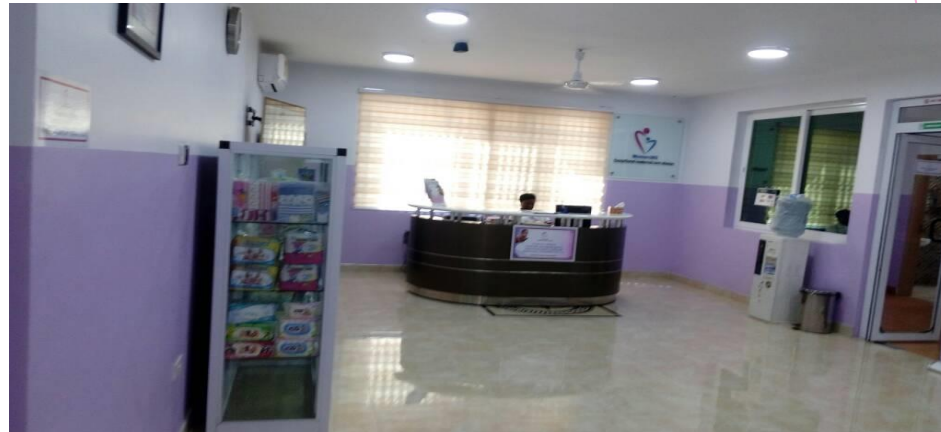
▶ We offer the following services:

- ❖ Antenatal Care
- ❖ Ultrasound Scan
- ❖ Laboratory Test
- ❖ Dispensing Services
- ❖ Education and Information on Pregnancy and Pregnancy related issues
- ❖ Organized referral services
- ❖ Baby and Mother Products

BENEFITS

- ▶ Our clients are guaranteed of the following benefits
 - ❖ Quality service
 - ❖ Affordable
 - ❖ Convenience
 - ❖ Accessible
 - ❖ A well organized referral system - a standby ambulance

SPOKE'S ORIENTATION

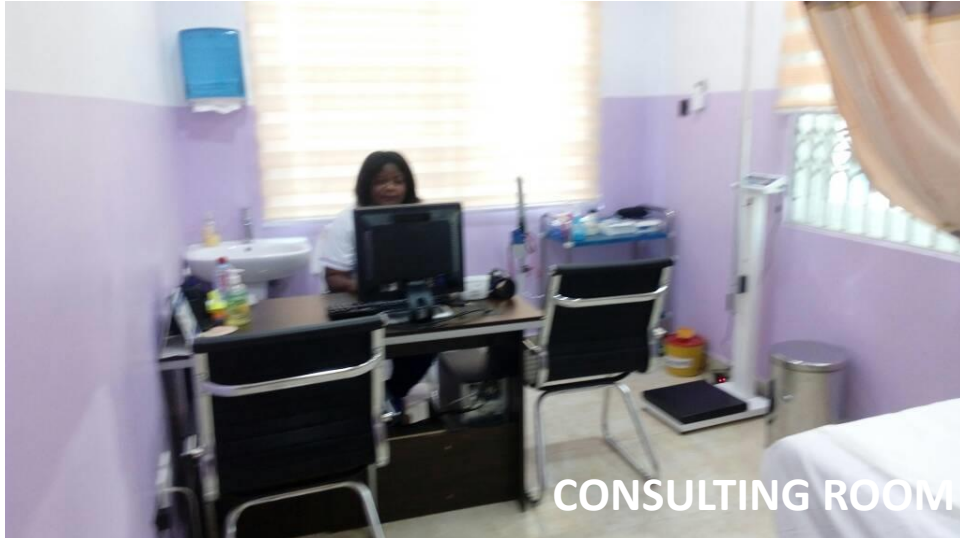


WAITING AREA



BABY & MOTHER PRODUCTS

SPOKE'S ORIENTATION



CONSULTING ROOM



OBSERVATION ROOM



OBSERVATION ROOM



LABORATORY/ DISPENSARY

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

- ▶ We are a Ghanaian limited liability company formed on July 14, 2016. Our principal business address is P. O Box CT 4057, 16 Kofi Annan Street. We began offering franchises in August 2016. We have not operated a business similar to the business being franchised.
- ▶ We do not offer and have not offered franchises in any other line of business. Our affiliates have not offered franchises in any line of business.
- ▶ We operate under the name “WOMEN’S RESOLVE NETWORK” and the other marks described in the FDD (“WOMAN360”).
- ▶ Our agents for service of process are disclosed in the FDD.
- ▶ We do not have any parents or predecessors. We currently have two affiliates.

THE FRANCHISE OFFERED

- ▶ We grant you the right to operate a clinic under the “WOMAN360” service mark.
- ▶ We also offer qualified franchisees the right to develop multiple WOMAN360 clinics under the terms of a Multi-Unit Development Agreement (the “Multi Unit Development Agreement”).
- ▶ Your clinic will specialize in offering Antennal Care Services and other products authorized by us (the “Menu Items”) for retail sale to the public.
- ▶ Each Clinic will operate under the name WOMAN360 and other Marks we designate.
- ▶ You must operate your Clinic under the WOMAN360 System (the “System”). The System is characterized by a distinctive layout, service style, design, signs, décor, furnishings, procedures and techniques, all of which we may change.
- ▶ WOMAN360 clinics range in size from 50 to 60 square feet depending on the location of your clinic. You must adhere to the System regardless of the size of your clinic.

MARKET AND COMPETITION

- ▶ Your Clinic will offer services and products to the general public throughout the year and compete with other woman360 clinic chains (local, regional, and national). The market for Antenatal Care Services are developed and very competitive.

INDUSTRY-SPECIFIC REGULATIONS

- ▶ We know of no trade or license regulations which specifically affect the Antenatal Care Services industry. Laws exist in Ghana that govern the health industry. You must comply with all national and assembly laws that apply to your clinic's operation, including health, sanitation, discrimination, employment, and sexual harassment laws.
- ▶ The Persons with Disability Act of 2006 requires readily accessible accommodation for disabled persons and therefore may affect your building construction.
- ▶ There are also regulations that pertain to hospitals and clinics services. You will be required to comply with all applicable state, and local laws and regulations during the operation of your Clinic. You should consult with an attorney concerning those and other local laws and ordinances that may affect to your clinic's operation.

BUSINESS EXPERIENCE

Director/Board Chairman: Dr Paul Enin

- ▶ He serves as the Chief Executive Officer of Airport Women's Hospital and E&E medical center. He graduated from the University of Ghana Medical School in 1976 and about few years of service in the country he left to practice in the United States.
- ▶ In 1986 he was certified by the American Board of Obstetrics & Gynecology. He worked for a considerable number of years in the US to later attain Associate Professor of both New York
- ▶ Medical College and New York School of Osteopathic Medicine. He is also a Clinical Assistant
- ▶ Professor at Downstate University Hospital, Brooklyn, New York and in Ghana he was a consultant at the 37 military hospital and the immediate past Chairman of the Ghana Health Service Board

Director : Dr Padi Ayertey

- ▶ He is the Chief Executive Officer of Resolve Medical (RMS) Services, is a member of the West African College of Surgeons (WACS).
- ▶ Dr Padi is certified by the Ghana Medical and Dental Council. He has practised as a specialist for the past 12 years.
- ▶ He has worked at Korle Bu Teaching Hospital and Tema General Hospital before entering into private practice for the past 10 years.

Director: Dr Maxwell Antwi

- ▶ Dr. Maxwell Antwi is an obstetrician gynecologist and the Country Director for PharmAccess Ghana.
- ▶ He also holds an MBA and MPH.

Operations Manager: Mr. Frederick Ansah-Kwayisi

- ▶ He is a Health Services Management professional and Project Management Professional.
- ▶ He holds an MBA in Health Services Management and a professional certificate in project management. He also hold an HND in Pharmacy and BSc in Nursing.
- ▶ He has been the Operations Manager for the Women's Resolve Network since July, 2016.

Franchise Consultant: Michael Seid (MSA Worldwide)

- ▶ He is the founder and managing Director of MSA Worldwide, the leading strategic and tactical advisory firm in franchising.
- ▶ www.msaworldwide.com

LITIGATION

- ▶ No litigation is required to be disclosed in this Item

BANKRUPTCY

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

INITIAL FRANCHISE FEE

- ▶ The Franchise Fee for a single franchise is **GHS22,000**, which will be paid in full at the time you sign the Franchise Agreement. The Franchise Fee is earned upon receipt and is nonrefundable.

DEVELOPMENT FEE

- ▶ If you sign a Multi-Unit Development Agreement, the Initial Franchise Fee is **GHS22,000** for each clinic. Upon signing the Multi-Unit Development Agreement, you pay a lump sum, nonrefundable Development Fee equal to **GHS11,000** (1/2 of the Initial Franchise Fee) for each Clinic to be opened under the Multi-Unit Development Agreement. **GHS11,000** of the Development Fee is credited against the Initial Franchise Fee for each Clinic upon the signing of the Franchise Agreement.
- ▶ The balance of **GHS11,000** is paid upon signing of the individual Franchise Agreement.

DESIGN AND BRANDING FEE

- ▶ Upon signing the Franchise Fee, you also pay a one-time, non-refundable Design and
- ▶ Branding Fee of **GHS10,000** to our affiliate, Z&H.

MEDICATION AND SUPPLIES

- ▶ You are required to purchase from us all your medication and supplies. We estimate the cost of the initial supply of medication and supplies to range from GHS3,000 to GHS5,000 and is non-refundable.

OTHER FEES

- ▶ There are others fees payable **Royalty fees(5% gross sales)**, **Brand fund contribution(1% gross sales)**, **Initial marketing(GHS20,00)**, and others that you will be payment as and when it is due or applicable. Details of these are given in an FDD we will be given you once you show interest in become a franchisee.

ESTIMATED INITIAL INVESTMENT

- ▶ The total initial investment required to start a franchise is currently **GHS282,100**. Breakdown is attached as an appendix.

NOTE

- ▶ We do not offer direct or indirect financing to franchisees for any items. Except where otherwise noted, all amounts that you pay to us are non-refundable. Third party suppliers will decide if payments to them are refundable.

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

- ▶ In order to ensure a uniform image and uniform quality of products and services throughout the Woman360 System, you must maintain and comply with our quality and system standards.
- ▶ Although you are not required to purchase or lease real estate from us, we will assist you in site selection and we must accept the location of your clinic.

DESIGNATED SOURCES

- ▶ You must purchase certain equipment, products, merchandise, uniforms, supplies and architectural services only from designated suppliers as noted in this Item 8. From time to time we, an affiliate or a third party vendor or supplier may be the only approved supplier for certain products.

FRANCHISEE'S OBLIGATIONS

- ▶ Attached as an appendix

FINANCING

- ▶ Neither we nor any of our affiliates offer any direct or indirect financing. We do not guarantee your notes, leases, or any obligation. We are unable to estimate if you will be able to obtain financing from third parties and, if so, the terms and conditions of financing.

MASTER FRANCHISEE'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

PRE-OPENING ASSISTANCE (STATED IN FRANCHISE AGREEMENT)

Before you open the clinic, we will:

1. Provide you with our specifications for signage, layout, décor and similar items;
2. Provide you with specifications for equipment, inventory and supplies.
3. Provide you with the Approved Supplies and Approved Suppliers Lists.
4. Loan you either a written copy or electronic copy of the Operations Manual.
5. Provide the initial training program and opening assistance
6. Provide opening assistance.

POST-OPENING ASSISTANCE

During your operation of the clinic, we will:

1. Maintain the Brand Fund.
2. Provide updates to the Approved Supplies and Approved Suppliers Lists.
3. Make periodic visits to your clinic as we reasonably determine necessary to provide consultation and guidance. We will advise you of any problems arising out of the operation of your clinic as disclosed by the report or by our inspection.
4. Periodically offer refresher training courses as we determine necessary and require you to attend.

OUR OBLIGATIONS UNDER THE MULTI-UNIT DEVELOPMENT AGREEMENT

- ▶ A developer signs the initial Franchise Agreement in the Development Schedule at the time the Multi-Unit Development Agreement is signed. Our obligations under the Franchise Agreement apply to a developer. Each time a developer signs another Franchise Agreement, our obligations are activated for the new clinic established. We do not have any separate obligations under the Multi-Unit Development Agreement.

TIME OF OPENING

- ▶ We estimate that it will take approximately four to six months after you sign a lease for your clinic before you open the clinic. You must sign a lease for an acceptable site within six months after the Franchise Agreement's Effective Date
- ▶ We may terminate the Franchise Agreement if you fail to sign a lease within the six-month period. The specific timetable for opening depends on the site's condition; the clinic's construction schedule; the extent to which you must upgrade or remodel an existing location; the delivery schedule for equipment and supplies; the completion of training; and your compliance with local laws and regulations.
- ▶ You may not open the clinic until (1) we inspect your clinic and provide you with a Certificate of Opening; (2) you complete pre-opening training to our satisfaction; (3) you pay the initial franchise fee and other amounts then due to us; and (4) you give us certificates for all required insurance policies and present copies of required licenses.

ADVERTISING

- ▶ As of the date of this Disclosure Document, you pay a Brand Contribution of **0.5% of your gross sales** to a Brand Fund (the “Fund”) established by us. We have the right to increase the amount of the contribution up to **2% of Gross Revenues**.

COMPUTER SYSTEM

- ▶ You must obtain and use in your clinic the designated computer-based point-of-sale cash register system and software (the “Computer System”). You must record all sales on the Computer System. The Computer System will generate reports on the sales and expenses of the clinic, and it currently costs between **GHS 5,000**

SITE SELECTION

- ▶ You select the site for the clinic with site selection guidelines we provide. We will assist you in connection with selecting and securing a site for your clinic, but it is your responsibility to find a site for your clinic. We do not select your site. However, upon your submission of all required information, we will notify you whether or not we have any objections to the site you proposed.

TRAINING/EDUCATION

- ▶ Before you open your clinic, we will train you and four of your staff to operate a WOMAN360 clinic. We will provide approximately thirty three days of training (although the specific number of days depends on our opinion of your experience and needs) in our office or communicated venue. Your staff must attend the entire training program.

TERRITORY

- ▶ You will operate the clinic at a specific location that we first must approve (the “Authorized Location”). You do not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own or from other channels of distribution or competitive brands that we control.

MULTI-UNIT DEVELOPMENT AGREEMENT

- ▶ If you enter into a Multi-Unit Development Agreement with us, we will not establish or franchise anyone else to establish any Woman360 clinic in the Development Territory up to the earlier of: (i) the expiration or termination of the Area Development Agreement; or (ii) the date on which you must execute the Franchise Agreement for your last clinic under the Development Schedule (except for Special Sites)

TRADEMARKS

- ▶ Under the Franchise Agreement, we grant you the non-exclusive right to use the Marks in connection with the operation of your Store.
- ▶ We and our affiliates also claim common law trademark rights for all of the Marks. We intend to file all required affidavits and renewals for the Marks noted above.

PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

- ▶ As of the date of this Disclosure Document, we do not own any rights in or to any patents, patent applications or copyrights that are material to the franchise. We claim copyright protection for our Operations Manual and other publications and promotional materials.
- ▶ These materials are considered proprietary and confidential and are considered our property and may be used by you only as provided in the Franchise Agreement, Operations Manual, and other communications that we provide to you. We reserve the right to register any of our copyrighted materials at any time we deem appropriate.

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

- ▶ The day-to-day operations of your Woman360 clinic must be managed at all times by you or a “General Manager” or “Clinic Manager” who has satisfactorily completed our training program.
- ▶ You must attend any annual meeting, convention or conference of franchisees and all meetings related to new products or product preparation procedures, new operational procedures or programs, training, management, sales or sales promotion or similar topics that we offer, at your own expense.

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

- ▶ You must perform all services that we require for, offer and sell all products for Woman360 clinic. You may not offer or sell any products or perform any services that we have not authorized. We have the unlimited right to change the required and/or authorized products and services you may offer.



Woman360

Exceptional maternal care always

P.O.Box CT 4057, 16 Kofi Annan St, Accra.

www.woman360.net

GET CONNECTED TO WOMAN360

- ▶ Visit us:
- ❖ Airport Women Hospital Spoke - Adenta, within SSNIT flats
- ❖ Resolve Medical Services' Spoke - Community 25



0303-973373



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www.woman360.net

EXPECTING YOUR VISIT SOON

THANK YOU