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FRANCHISE DISCLOSURE DOCUMENT

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DEPARTMENT OF
BUSINESS OVERSIGHT
SAN FRANCISCO

Afficient Academysm
Afficient Academy of America, Inc
a Delaware corporation
1054 S De Anza Blvd, Suite 201
San Jose, CA 95129
(408) 642-1012
Email franchise@afficienta.com
www.afficienta.com

The franchisee will operate an Afficient Academy Learning Center business. This Disclosure Document describes the Afficient Academy Learning Center opportunity we offer. See Item 1 of this Disclosure Document for further details.

As of the date of this Disclosure Document, the initial fees for an Afficient Academy Learning Center franchise are a \$1,000 franchise fee and a \$500 per person training fee. The estimated initial investment ranges from \$46,630 - \$141,540. Consult Items 5 through 7 of this Disclosure Document for further details.

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 Vice President of Operations at 1054 S De Anza Blvd, Suite 201 San Jose, CA 95129, (408) 642-1012.

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 "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 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.

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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 E 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.

Risk Factors

- 1 WE DO NOT YET HAVE A FEDERAL TRADEMARK REGISTRATION FOR OUR PRINCIPAL TRADEMARK "AFFICIENT ACADEMY." THEREFORE, THE TRADEMARK DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK. IF THE RIGHT TO USE THE TRADEMARKS IS CHALLENGED, YOU MAY HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK, WHICH MAY INCREASE YOUR EXPENSES.
- 2 THE FRANCHISE AGREEMENT PERMITS THE FRANCHISEE TO ARBITRATE ALL DISPUTES ONLY IN OUR HOME STATE (CURRENTLY CALIFORNIA). 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 CALIFORNIA THAN IN YOUR HOME STATE.
- 3 THE FRANCHISE AGREEMENT PROVIDES THAT THE LAW OF OUR HOME STATE (CURRENTLY CALIFORNIA) 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 THIS TERRITORY IS NOT EXCLUSIVE. YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS FRANCHISOR CONTROLS.
- 5 THIS NEW FRANCHISOR HAS BEEN IN BUSINESS FOR SUCH A SHORT PERIOD OF TIME THAT ITS FRANCHISES ARE A HIGHER RISK INVESTMENT THAN FRANCHISORS WITH A LONGER-TERM OPERATING HISTORY.
- 6 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Information about comparisons of franchisors is available. Call the state administrators listed in Exhibit E or your public library for sources of information.

Registration of this franchise by a state does not mean that the state recommends it or has verified the information in this Disclosure Document. If you learn that anything in the Disclosure Document is untrue,

contact the Federal Trade Commission and the state authority, if any (see Exhibit E)

Effective Date See the next page for state effective dates

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