



FRANCHISE DISCLOSURE DOCUMENT

BRIGHTWAY INSURANCE, INC.

a Florida corporation

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The franchisee (which we refer to as an “Associate Agency Owner” or “AAO”) will operate a Brightway Location that will primarily engage in the business of selling, servicing and delivering property and casualty insurance policies, but that may also offer certain other insurance services to its clients. As an AAO, you will enter into a Franchise Agreement with us.

The total investment necessary to begin operation of a single Brightway retail franchised business (a “Retail Agency”) is \$89,488 to \$178,916. This includes a \$60,000 initial fee that must be paid to the franchisor or its affiliate(s).

Additionally, we offer franchisees the right to operate a Brightway franchise from a professional office space. The total investment necessary to begin operation of a single Brightway franchised business from a professional office space (an “Office Agent”) is \$42,300 to \$78,550. This includes a \$30,000 initial fee that must be paid to the franchisor or its affiliate(s).

We also offer existing, qualified Retail Agency AAOs an option to acquire an additional Brightway Location by executing our form of Option Agreement. There is no initial fee associated with the Option Agreement or the additional Franchise Agreement signed in connection with the Option Agreement.

Additionally, we have implemented a Multi-Unit Program for existing, qualified Retail Agency AAOs to enter into an additional Franchise Agreement for up to two additional Brightway Locations and finance the initial fee for such Brightway Locations under our prescribed form of promissory note, with the first payment under the note deferred for a period of five years. If the AAO keeps all of its Brightway Locations open and operating for this five-year period and does not receive a notice of default from us during this timeframe, we will forgive the amounts otherwise due under the initial fee note.

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, us or our affiliates in connection with the proposed franchise sale. **Note 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 Compliance department at compliance@brightway.com or 904-483-3584.

The terms of your Franchise Agreement will govern your franchise relationship. Don’t rely on the Disclosure Document alone to understand your Franchise Agreement. Read the entire Franchise Agreement carefully. Show your Franchise Agreement 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 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 12, 2019, as amended January 21, 2020

STATE COVER PAGE

Your state may have a franchise law that requires us to register or file with a state franchise administrator before offering or selling franchises in your state. REGISTRATION OF THIS 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 administrators listed in Exhibit H of this Disclosure Document or your public library for sources of information about us or 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 HAVE TO ACCEPT IN ORDER TO RENEW.

Please consider the following RISK FACTORS before you buy this franchise:

1. AT OUR OPTION, THE FRANCHISE AGREEMENT, OFFICE AGENT ADDENDUM, OPTION AGREEMENT AND MULTI-UNIT PROGRAM AGREEMENT REQUIRE YOU TO RESOLVE ALL DISPUTES WITH US BY MEDIATION OR LITIGATION ONLY IN FLORIDA. OUT OF STATE MEDIATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO MEDIATE OR LITIGATE IN FLORIDA THAN IN YOUR OWN STATE.
2. THE FRANCHISE AGREEMENT, OFFICE AGENT ADDENDUM, OPTION AGREEMENT AND MULTI-UNIT PROGRAM AGREEMENT STATE THAT FLORIDA LAW GOVERNS, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOUR SPOUSE MUST SIGN A DOCUMENT THAT MAKES YOUR SPOUSE LIABLE FOR ALL FINANCIAL OBLIGATIONS UNDER THE FRANCHISE AGREEMENT EVEN THOUGH YOUR SPOUSE MAY HAVE NO OWNERSHIP INTEREST IN THE FRANCHISE. THIS GUARANTY WILL PLACE BOTH YOUR AND YOUR SPOUSE'S MARITAL AND PERSONAL ASSETS, PERHAPS INCLUDING YOUR HOUSE, AT RISK IF YOUR FRANCHISE FAILS.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

We may use the services of one or more FRANCHISE BROKERS or referral sources to assist us in selling our franchise. A franchise broker or referral source represents us, not you. We pay this person a fee for selling our franchise or referring you to us. You should be sure to do your own investigation of the franchise.

[Effective Dates in the Registration States are Listed on the Following Page]

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