

OCT 18 2017

Department of  
Business Oversight**FRANCHISE DISCLOSURE DOCUMENT**

**Daekyo America, Inc.**  
a California corporation  
105 Challenger Road  
Ridgefield Park, NJ 07660  
Phone: (888) 835-1212  
Website: [www.myeyelevel.com](http://www.myeyelevel.com)  
Email: [franchise@myeyelevel.com](mailto:franchise@myeyelevel.com)



We offer a franchise to operate a learning center under the "Eye Level Learning Center" name. The learning center offers methods and programs for mathematics and English from pre-school up to high-school students.

The total investment necessary to begin operation of an Eye Level franchised business is \$76,088 to \$140,750. This includes \$26,550-\$28,050 that must be paid to the franchisor or its affiliates. The total investment necessary under the Area Development Agreement equals \$10,000 multiplied by the total number of Eye Level Learning Centers to be developed. This amount is payable to us. We credit the initial development fee against the initial franchise fee for each Eye Level Learning Center (after the first one).

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 us at 105 Challenger Road, Ridgefield Park, NJ 07660, attn: Franchise Department or (888) 835-1212.

The terms of your contract will govern your franchise relationship. Don't 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, like an attorney 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 (FTC). 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](http://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: March 30, 2017, as amended October 10, 2017

## 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 administrators listed in Exhibit A for information about the franchisor 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 AREA DEVELOPMENT AGREEMENT REQUIRE YOU TO ARBITRATE WITH US ONLY IN BERGEN COUNTY, NEW JERSEY AND TO LITIGATE WITH US ONLY IN THE COURT DISTRICT WHERE OUR HEADQUARTERS IS LOCATED. OUT OF STATE ARBITRATION OR LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES. IT MAY ALSO COST YOU MORE TO ARBITRATE WITH OR LITIGATE WITH US IN NEW JERSEY THAN IN YOUR HOME STATE.
2. THE FRANCHISE AGREEMENT AND AREA DEVELOPMENT AGREEMENT PROVIDE THAT NEW JERSEY LAW GOVERNS THE AGREEMENT AND NEW JERSEY LAW MAY NOT PROVIDE THE SAME PROTECTION AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.
3. YOU MUST MAKE MINIMUM ROYALTY PAYMENTS, REGARDLESS OF YOUR SALES LEVELS. YOUR INABILITY TO MAKE THE PAYMENTS MAY RESULT IN TERMINATION OF YOUR FRANCHISE AND LOSS OF YOUR INVESTMENT.
4. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

**STATE EFFECTIVE DATES:**

The following states require that this Disclosure Document be registered or filed with the state, or that an exemption from registration be filed: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, Wisconsin, Connecticut, Nebraska, Kentucky, Utah, Florida and Texas.

This Disclosure Document is registered, on file or has an exemption from registration on file in the following states having franchise registration and disclosure laws, with the following effective dates:

<b>State</b>	<b>Effective Date</b>
California	April 12, 2017
Hawaii	April 6, 2017
Illinois	April 6, 2017
Indiana	April 10, 2017
Maryland	Pending
Michigan	April 6, 2017
Minnesota	April 27, 2017
New York	April 18, 2017
North Dakota	April 11, 2017
Rhode Island	May 1, 2017
South Dakota	April 6, 2017
Virginia	May 2, 2017
Washington	April 30, 2017
Wisconsin	April 5, 2017
Florida	Exempt
Texas	Exempt
Kentucky	Exempt
Utah	Exempt
Nebraska	Exempt

In all the other states, this Franchise Disclosure Document has an issuance date of March 30, 2017

This is a document preview downloaded from FranchisePanda.com. The full document is available for free by visiting: <https://franchisepanda.com/franchises/eye-level-learning-center>