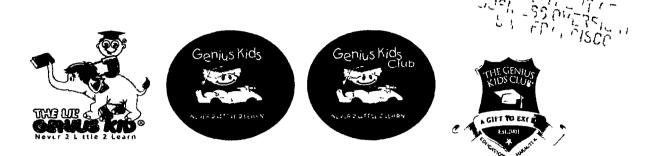


2017 APR 14 AND 29

Franchise Disclosure Document



Genius Kids Development, Inc a California corporation 3645 Mowry Avenue Fremont CA 94538 <u>Info@GeniusKidsOnline com</u> www GeniusKidsOnline com Direct Line 888-545-4364 and 510-364-4033

The Franchise offered is for the operation of either a learning center for early learner's ages two to under six years of age ("The Lil Genius Kid[®]") or a learning center for kids ages six and up ("Genius Kids[®] or The Genius Kids Club[™]) or a mobile model that offers enrichment programs for children conducted onsite at schools, community centers or other approved venues ("Genius Kids Club[™]") These child learning centers are based on an interactive proprietary curriculum that incorporates multi-sensory learning methods that has proven to result in the advanced development of fine motor and social skills, communication and confidence, paving the way for successful independent learning. The mobile model teaches fundamental life skills of critical thinking, confidence and speaking through proprietary software and interactive learning These businesses are geared towards serving families who value intellectual and social development for their children under the names "The Lil Genius Kid®", "Genius Kids®" or "The Genius Kids Club[™] and "The Win With Words[™] The total investment necessary to begin operation of an Express Franchise is \$122,200 to \$238,400 This includes \$50,000 that must be paid to the franchisor or its affiliate(s) The total investment necessary to begin operation of a Standard Model Franchise is \$239,900 to \$619,500 This includes \$50,000 that must be paid to the franchisor or its affiliate(s) The total investment necessary to begin operation of a Mobile Model Franchise is \$20,200 to \$40,000 This includes \$20,000 that must be paid to the franchisor or its affiliate(s) 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 anther format that is more convenient for you To discuss the availability of disclosures in different formats, contact

Renu Dhillon, President Genius Kids Development, Inc 3645 Mowry Avenue Fremont CA 94538 1-888-LIL GENIUS

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 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

Disclosure Document Issuance Date February 16, 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 DISCLOSUREDOCUMENT Call the state franchise administrator listed in Exhibit 2 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

Please consider the following RISK FACTORS before you buy this franchise

1 THE FRANCHISE AGREEMENT REQUIRES YOU TO RESOLVE DISPUTES WITH US ONLY IN CALIFORNIA OUT-OF-STATE LITIGATION MAY FORCE YOU TO ACCEPT A LESS FAVORABLE SETTLEMENT FOR DISPUTES IT MAY ALSO COST YOU MORE TO LITIGATE WITH US IN CALIFORNIA THAN IN YOUR OWN STATE

2 THE FRANCHISE AGREEMENT STATES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LAWS IN YOUR STATE YOU MAY WANT TO COMPARE THESE LAWS

3 THE TERRITORY IS NOT EXCLUSIVE YOU MAY FACE COMPETITION FROM OTHER FRANCHISEES, FROM FRANCHISOR OWNED OUTLETS OR FROM OTHER CHANNELS OF DISTRIBUTION OR COMPETITIVE BRANDS WE CONTROL

4 THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE

Effective Date [see list of effective dates below]

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