Brilliant Minds
ACADEMY

FRANCHISE DISCLOSURE DOCUMENT

Brilliant Minds Franchising, Inc.
a California corporation
6599 Dublin Blvd. Suite C
Dublin, CA 94568
(510) 579 8948
http://brilliantmindsacademy.com/

The franchisee will operate a Brilliant Minds after-school learning business. See Item 1 of this Offering Circular for further details. As of the date of this Offering Circular, the total investment necessary to begin operation of a Brilliant Minds franchise is $48,200 to $170,500. This includes the $25,000 franchise fee that must be paid to the franchisor. Items 5 through 7 of this Offering Circular should be consulted for further detail.

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 Praveen Gupta at 6599 Dublin Blvd. – Suite C, Dublin CA 94568 or pgupta2280@gmail.com

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, 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: February 17, 2020

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 OR HAS VERIFIED THE INFORMATION IN THIS DISCLOSURE DOCUMENT.

Call the state franchise administrator listed in **Exhibit D** 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 BY ARBITRATION ONLY IN 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 OWN STATE.

2. THE FRANCHISE AGREEMENT REQUIRES THAT CALIFORNIA LAW GOVERNS THE AGREEMENT, AND THIS LAW MAY NOT PROVIDE THE SAME PROTECTIONS AND BENEFITS AS LOCAL LAW. YOU MAY WANT TO COMPARE THESE LAWS.

3. 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.

4. WE DO NOT HAVE A FEDERAL REGISTRATION FOR OUR PRINCIPAL TRADEMARK. THEREFORE, OUR TRADEMARK DOES NOT HAVE AS MANY LEGAL BENEFITS AND RIGHTS AS A FEDERALLY REGISTERED TRADEMARK. IF OUR RIGHT TO USE THE TRADEMARK IS CHALLENGED, YOU HAVE TO CHANGE TO AN ALTERNATIVE TRADEMARK WHICH MAY INCREASE YOUR EXPENSES.

5. THE FRANCHISE AGREEMENT CONTAINS PROVISIONS THAT LIMIT THE FRANCHISEES RIGHTS AND MAY NOT BE ENFORCEABLE IN CALIFORNIA INCLUDING BUT NOT LIMITED TO A TIME TO RAISE CLAIMS AGAINST THE FRANCHISOR.

7. THERE MAY BE OTHER RISKS CONCERNING THIS FRANCHISE.

Issuance date: ____________, 2020

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Exhibits

ITEM 1

THE FRANCHISOR, AND ANY PARENTS, PREDECESSOR & AFFILIATES

To simplify the language in this Franchise Disclosure Document, "We" or "Our" means Brilliant Minds Franchising Inc., the franchisor. "You" or "Your" means the person who buys the franchise. " Brilliant Minds" means the service mark you use in operating the franchise.

Organizational History

We are a California corporation. We do business under our corporate name and variations of that name. Our principal business address is 6599 Dublin Blvd, Suite C, Dublin CA 94568.

Our agent for service of process and principal business address is listed in **Exhibit D**.

Our Business

We grant franchises (referred to in this Document as a "Brilliant Minds franchise") for the right to independently establish and operate an after-school learning center using the Brilliant Minds mark and method of learning. Before the effective date of this FDD, we have not granted franchises in this or any other lines of business. We are engaged in no other business. A franchise for the operation of a Brilliant Minds franchise within a defined territory is granted under the terms of our standard form Franchise Agreement found following Item 23 of this Franchise Disclosure Document.

Market & Competitive Factors

The market for a Brilliant Minds Center are primarily parents of school-aged children.

The after-school learning market in many geographic areas is highly developed. You will compete with other educational services offered on the Internet, tutoring institutes, tutoring centers, other learning centers, test-prep centers, cram schools, individual tutors, self-tutoring programs, other Brilliant Minds Centers, and other individuals, companies and organizations The general market above is is year round/seasonal.

The success of your Brilliant Minds franchise will depend on your individual business abilities. You will establish your own business and be subject to the risks associated with any business, including operating proficiency and general business understanding.

Industry-Specific Regulations

Certain states may require you to have specific certification in connection with your instructional duties as a franchisee. Furthermore, your Brilliant Minds Center may be considered a "school" under applicable zoning codes. Classification of your Brilliant Minds Center as a "school" may entail additional requirements such as separate bathrooms for boys and girls, water fountains, special exit doors equipped with panic bars, and accommodations for disabled persons. Although we do not regard Brilliant Minds Centers as schools, we urge you to consult with governmental agencies or your own attorney concerning any special requirements that may apply to you or your Brilliant Minds Center. Under the Franchise Agreement, you alone are responsible for complying with all applicable laws and regulations despite any advice or information that we may give you. You should investigate whether there are regulations and requirements that apply in the geographic area where you intend to locate your franchise. xd

Prior Business Experience

As a franchise entity granting franchises, we have not directly operated a Brilliant Minds learning business. Our affiliate, Brilliant Minds Academy, Inc., has owned and operated a Brilliant Minds business since October 2011 in Dublin, CA. Neither we nor our affiliate have ever offered franchises before in this or any other lines of business.

ITEM 2

BUSINESS EXPERIENCE

President & CEO **Praveen Gupta**

Mr. Gupta has served as President and CEO of Brilliant Minds Franchising Inc. since its inception in January, 2015 in Dublin, CA. From October, 2011 to the present, he has also been the President and CEO of Brilliant Minds Academy, Inc. in Dublin, CA. Praveen was employed with Lam Research from July 2010 to February 2013 as a Senior Program Manager in Fremont, CA.

Chief Financial Officer & Secretary **Binita Gupta**

Mrs. Gupta has served as Chief Financial Officer and Secretary of Brilliant Minds Franchising Inc. since its inception in January, 2015 in Dublin, CA. From October, 2011 to the present, she has also been the CFO and Secretary of Brilliant Minds Academy, Inc. in Dublin, CA. From January 2010 to October 2011, Binata did private tutoring for elementary and middle school students from her home in Dublin, CA.

ITEM 3

LITIGATION

No litigation is required to be disclosed in this Franchise Disclosure Document.

ITEM 4

BANKRUPTCY

No bankruptcy is required to be disclosed in this Franchise Disclosure Document.

ITEM 5

INITIAL FEES

Franchise Fee

You will pay a franchise fee of $25,000 in full when we complete our initial obligations set forth in Item 11, "Pre-opening assistance and services," numbers 1 – 5. The Department of Business Oversight requires that the franchisor defer the collection the collection of all initial fees from California franchisees until the franchisor has completed all its pre-opening obligations and franchisee is open for business.

Franchise Fee Refundability

We agree to train you and up to one other persons you appoint. If you (or your designees) are unable to complete each segment of the training program to our satisfaction, as determined by objective and subjective criteria, we may terminate the franchise agreement.. The franchise fee is non-refundable.

ITEM 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty Fees†	8% of Gross Revenues.	Weekly	See Section 3.02 of Franchise Agreement (FA).
Network Marketing Fund†	Up to 3% of Gross Revenues, when implemented	Weekly, but Fund not yet implemented	See Section 3.04 of FA.
Late Payment Charge †	Payment due plus the greater of $100 or 10% of the overdue amount.	On receipt of past due invoice	Only payable if a payment you owe us is late. See Section 3.05 of FA.
Repeat Training – New Manager Training Fee†	Then-current training fee which is $100 per hour (plus expenses if travel by us is required) as of the date of this FDD.	Payable before the training starts.	Only payable if you (or your trainees) do not pass all segments of our training program, or you ask us to train a new manager, or a manager is not adequately

Type of Fee	Amount	Due Date	Remarks
			trained. See FA Sections 3.06, 4.01 and 4.02.
Transfer & Training Fee†	Then-current transfer and training fee, which is $5,000 as of the date of this FDD.	At least 30 days before transfer	Only payable if you sell your franchise to a third party. See Section 6.01 of FA.
Consulting Fee †	Then-current hourly amount, which is $100 per hour plus travel expenses as of the date of this FDD.	On receipt of invoice.	Only payable if you request additional support or on site assistance. See Section 4.02 of FA.
Management Fees †	Impossible to estimate.	Monthly from ongoing sales.	Only payable if you die or are disabled to the point someone is needed to run the business temporarily. See Section 6.02 of FA.
Renewal Fee†	$1	Upon signing the Renewal Franchise Agreement.	Payable before you renew your franchise. See Section 2.02 of FA.
Indemnification†	Impossible to estimate. Could range from a nominal amount to a cost greater than your initial investment.	On receipt of invoice.	Only payable if a third party brings a claim against us and you are responsible. See Section 3.12 of FA.
Approved Supplier, etc. Evaluation & Testing Fee†	Cost of our evaluation and testing; currently $100 per hour, plus expenses, as of the date of this FDD. An advance retainer will be required.	As incurred.	Only payable if you want us to add a new supplier to our approved supplier list or you want to offer unapproved services or products. See Section 3.06 of FA.
System Improvements†	Impossible to estimate. Could range from a nominal amount to a more substantial cost.	On receipt of invoice.	Only payable if a network-wide improvement is adopted and implemented. Could be payable to us or a third party vendor. See Section 3.08 of FA.
Liquidated Damages †	36 months of average royalty payments or $100,000, whichever is greater	On receipt of invoice.	Only payable if there is an early termination caused by you. See Section 5.03 of FA.
Attorneys Fees †	Impossible to estimate	At conclusion of legal proceeding or collection effort	Only payable if we bring a proceeding or collection effort to enforce our rights under the FA. See Section 7.11 of FA

† The table above shows fees that are (or under certain circumstances, may be) payable to us or our designated service providers. Unless otherwise noted, all fees are uniformly imposed by and are payable to us per our pricing schedules described in the table and in our Operations Manual. None of the fees are refundable. Read the Franchise Agreement for full details.

ITEM 7

YOUR ESTIMATED INITIAL INVESTMENT

The notes[1] that follow are an integral part of this Item 7

Type of Expenditure (1)	Low Amount	High Amount	Method of Payment	When Due	To Whom Payment is to be Made
Initial Franchise Fee (1)	$25,000	$25,000	Lump sum	Upon signing the Franchise Agreement	Us
Leased Real Estate (2) includes first, last and security deposit	$7,000	$20,000	Varies	On signing lease	Landlord
Costs/expenses associated with attending our training program	$200	$500	Varies	As incurred	Hotel, car, food, etc.
Furniture, Fixtures, Equipment (4)	$4,000	$10,000	Varies	Before opening	3rd party suppliers
Office equipment, supplies, computer system	$2,000	$10,000	Varies	Before opening	3rd party suppliers
Build Out, Improvements (5)	$0	$50,000	Varies	Before opening	Contractors
Permits, Licenses, Insurance, Utility deposits, Professiional fees	$0	$5,000	Varies	As incurred	CPA, attorney, insurance – utility companies, government agencies, etc.
Additional Funds and Working Capital for First Three Months (3)	$10,000	$50,000	As arranged	Varied times	3rd party vendors, landlord, employees, media, etc.
TOTAL	$48,200	$170,500			

Notes to Estimated Initial Investment Table

[1] You must directly pay (or provide independent financing for) all estimated initial investment expenditures listed in this Item 7 table to begin operations of your franchise. We do not offer any financing (see Item 10). Except the circumstance where the franchise fee is refundable (see Item 5 of this Franchise Disclosure Document), none of the other investment expenditures are refundable unless you make independent arrangements with sellers or suppliers about whether, and under what conditions, payments may be refundable. Some costs and expenses will vary due to a disparity of prices, availability, and other factors. The cost of each item can and should be independently checked by you within your local area. The figures provided in this table are estimates based on our Affiliate's experience in operating a Brilliant Minds Academy. Under Column 3, Method of Payment, we accept checks for payment of amounts due us. Check with the other vendors, suppliers, etc. for their acceptable methods of payment. These may include one or more of the following: cash, checks, wire deposits.

[2] Assumes first and last month's rental prepayment, plus a security deposit equal to a month's rent for premises ranging approximately 1200 to 2500 square feet, at a cost of between \$2.00 and \$4.00 per square foot. In today's economy rental rates are very negotiable and can start as low as \$1.25 per square foot.

[3] This estimates your operating expenses for three months of operations based on our Affiliate's experience in starting operations for a Brilliant Minds Academy, adjusted for current estimated amounts. This is only an estimate, and we cannot guarantee you will not have additional expenses, such as personal and business expenses, that exceed our estimates. Revenues and costs can vary due to many factors. Some of these factors include your ability to operate per our recommended business methods, management and marketing skills, business acumen, aggregate demand, competition, prevailing wages, location, rental paid and other variables. Your franchise will need time to attain a reasonable sales volume, and to be ultra conservative we have not factored any sales income into the working capital amount. Because of this, working capital requirements will vary. The estimate shown in the table should be considered a minimum figure. It does NOT include any estimate for interest or other financing costs. It also does not include an estimate for royalty payments because these are impossible to estimate as of the date of this Franchise Disclosure Document. The estimate assumes you will hire and pay at least 3 employees (not including yourself) and does not include your salary. You should review all initial investment figures carefully with a competent financial business advisor before making any decision to purchase the franchise.

[4] This estimate is based on the center that has a capacity of about 50 students with 4 classrooms.

[5] This estimate is based on the condition of premises to be used for this business. If you move into a location which is pre-built per all the city codes and needs for this business, you may not have to spend anything for this item. On the other hand, you may end up spending much more than $50K if you are planning to open a much larger learning center which does not already have improvements made for this business requirement. The ultimate cost in most cases can be negotiated with the landlord if the landlord agrees to share the cost of such improvements.

ITEM 8

RESTRICTIONS ON SOURCES OF PRODUCTS & SERVICES

To insure uniformity of service, quality and appearance as well as enhance public recognition and acceptance of our marks, you must purchase all furniture, fixtures, equipment, signage, supplies, products, services and materials relating to the construction, establishment and operation of your Brilliant Minds franchise per our specifications and requirements.

Our specifications and requirements are contained in our confidential Operations Manual, which is provided to you and may be updated occasionally. Future supplements, improvements or changes to our business system may require you to add or eliminate previously authorized services or products.

You may purchase supplies, products, services and materials meeting our specifications and requirements from any approved supplier, unless noted otherwise. A list of currently approved suppliers is contained in our Operations Manual. This list may be updated in the future. As of the date of this FDD, we are not an approved supplier of any item, nor do we currently derive any revenue or other material consideration from required purchases. See also discussion of Network Marketing Fund in Item 11.

We estimate required purchases in accordance with our specifications will represent approximately 3% to 8% of (a) the cost of establishing your Brilliant Minds franchise and (b) less than 1% in operating your Brilliant Minds franchise.

Our criteria for approving suppliers are specified in our franchise agreement. All suppliers must be approved by us in writing before you use them.

If you want to use a supplier or offer services or products not previously approved by us, you must first submit a written request for approval, which will not be unreasonably withheld. As a condition of approval, we require inspection of the supplier's facilities, or testing of requested services or products. It is your responsibility to deliver to us (or our designated testing facility) samples of requested programs, products or services. To begin the evaluation-testing process, you are required to pay us a lump sum amount (based on our then-current hourly rate, estimated time and estimated expenses). Other lump sum payments may be required to continue and complete this process. We will refund any credit balance due to you at the end of the process. We will advise you of our approval or disapproval within a reasonable time after receiving your request and conducting the evaluation and testing. A final determination is reached typically within approximately 15 business days after completing this process. We may revoke our approval of any supplier, product or service not meeting our standards and specifications.

Although not required to do so, as the franchise network grows, we may attempt to use volume purchasing arrangements with suppliers to enable you to purchase items at prices lower than you could obtain individually. In the event you decide to participate in any purchasing programs offered by us, we may derive revenue from the sale of these items. We do not provide material benefits or inducements to you based on your use of a designated or approved source and we do not currently have any purchasing or distribution cooperatives

ITEM 9

FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this Franchise Disclosure Document.

Obligation	Section in Franchise Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	2.01, Exhibit 1	6, 7, 11
b. Pre-opening purchase/leases	3.03, 3.06	7, 8
c. Site development and other pre-opening requirements	3.03, 3.06	6, 7, 11
d. Initial and ongoing training	3.06, 4.01, 4.02	6, 7, 11, 15
e. Opening	3.03, 3.06	11
f. Fees	2.02, 3.01, 3.02, 3.04 - 3.06, 3.08, 3.10 - 3.15, 4.02, 5.03, 6.01, 6.02 – 6.05, 7.11	5, 6, 7, 8, 11, 17
g. Compliance with standards and policies/ operating manuals	1.01, 1.02, 2.01, 3.06, 3.08, 3.09, 3.14, 3.15, 3.16, 5.02, 6.01 - 6.03	1, 6, 8, 11, 12, 14, 15, 16, 17
h. Trademarks and proprietary information	1.01, 1.02, 2.01, 2.02, 3.04, 3.06, 3.07-3.09, 5.02, 5.03, 7.01, 7.07	1, 6, 8, 13, 14, 17
i. Restrictions on products/services offered	1.02, 2.01, 3.04, 3.06-3.09, 3.15, 3.16, 5.02	6, 8, 16
j. Warranty and customer service requirements	3.06	not applicable
k. Territorial development and sales quotas	3.06	1, 5, 11, 12, 17
l. Ongoing product/services purchases	3.04, 3.06, 3.08, 3.09, 4.02	6, 8, 11

Obligation	Section in Franchise Agreement	Disclosure Document Item
m. Maintenance, appearance and remodeling requirements	1.02, 2.01, 3.03, 3.06, 3.08	1, 6, 7, 8, 11, 17
n. Insurance	3.13	7
o. Advertising	3.04, 5.02, 5.03	7, 11, 17
p. Indemnification	3.12	6
q. Owner's participation/management staffing	3.06, 6.01, 6.02, 6.04	6, 11, 15, 17
r. Records and reports	2.02, 3.04, 3.06 - 3.08, 3.13, 3.15, 3.16, 5.02, 6.01, 6.03, 6.04, 7.06	6, 7, 8, 9, 17
s. Inspections and audits	3.06, 3.15, 3.16	6, 8, 17
t. Transfer	6.01 - 6.06, 7.07	6, 17
u. Renewal	2.02	17
v. Post-termination obligations	5.03, 6.05	17
w. Non-competition covenants	3.06, 5.03	17
x. Dispute resolution	7.05, 7.07, 7.08, 7.09, 7.11	17
y. Other—System improvements	3.08	16

Notes to Table

[1] A dash "-" between sections, for example "3.04 - 3.06" means read all sections, including the beginning and ending section (in this example, reading sections 3.04, 3.05 and 3.06)

ITEM 10

FINANCING

We do not offer, direct or indirect financing arrangements. We do not guarantee notes, leases or any other obligations you may incur. We do not receive any payments for placing or referring Franchisees to lending sources for financing.

ITEM 11

FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS AND TRAINING

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

("§" refers to section(s) of the Franchise Agreement)

Pre-opening Assistance and Services

Before you open your business, we will:

1. Designated Territory. Grant and define your designated territory. See Item 12 below for discussion. §2.01, Exhibit 1

2. Training Program. Train you and up to one additional trainee for a total of approximately 21-hours, depending on your aptitude and background. §4.01(a) See detailed discussion of our training program below.

3. Confidential Operating Manual. Loan to you (in either written or electronic format) one complete copy of our confidential Operations Manual containing, among other things, operating techniques, specifications, instructions and requirements about authorized suppliers, products, standards and operating procedures. The Operations Manual contains a list of approved suppliers. See Item 8 above for further details. This always remains our property and we may change the manual occasionally to reflect changes in our business system. You must treat all information in the manual as confidential. You must keep the manual current and follow new or changed provisions. The master copy of our manual as maintained at our principal office is controlling in the event of a dispute about the contents of the manual. §3.06(a), § 4.01(b)

4. Initial Forms. Upon request, provide you with copies of reporting and other recommended operating forms. § 4.01(c)

5. Design Layout Standards. Provide you with minimum standards you need to comply with. We do not provide design services: You agree furnishing these minimum standards does not constitute an express or implied assurance, representation or warranty by us of any kind. You are responsible for selecting your own business location. We do not select or approve sites. §4.01(d).

Schedule for Opening

We estimate the typical length of time between the signing of the Franchise Agreement and the opening of your franchise to be within six months, assuming an appropriate location is found. Factors affecting this time include finding an appropriate site, lease negotiations, time to comply with various building permit requirements, time for build out, delivery and installation of equipment, furniture and inventory as well as time to schedule, attend and successfully complete our training program, Unless we agree otherwise, you must commence business operations within 10 months of the date you sign the Franchise Agreement. §3.03 Typically, if you have been diligent, we will extend these periods.

Assistance, Support and Services During Operations

During the operation of your franchise, We will:

1. Start Up Assistance. Assist you for approximately a total of 15 hours, spread over days as we determine best, at your franchise location (either physcially or online),

depending on your needs and aptitude, to aid in learning operations of your Brilliant Minds business and to assist in establishing standard operating procedures. §4.02(a)

2. Ongoing Support. Provide continuing support by making available, at our corporate office, personnel for consultation by phone, email or mobile communications during normal business hours, for questions arising in the day-to-day operation of your Brilliant Minds business. §4.02(b)

3. Franchisee Conventions. We will sponsor (when our franchise network has at least 10 franchise owners) annual seminars on management, sales and marketing, industry trends and other topics of interest. Although there is no separate charge for these seminars, it is your responsibility to attend and pay all travel, living and other expenses incurred by you in attending these seminars, as well as your share (the cost equally divided among all franchisees) of renting any conference room, food, industry speaker fees, etc., used for the conventiion. Attendance at seminars is mandatory. §4.02(c)

4. Updating. Distribute periodic supplements and amendments to our confidential Operations Manual as well as other information of general interest to members of the Brilliant Minds franchise network. §4.02(d)

5. New Manager Training; Further Training. Provide training (including virtual training) in accordance with our then-current New Manager Training Fee Schedule) if a new person becomes a manager at your franchise and you ask us to train them, or we determine further adequate training is necessary. §4.02(e), §3.06

6. Advertising When implemented, we will supervise the development of advertising, promotional, public relations, internet presence, website updates and other programs, including the Network Marketing Fund. §4.02(f) See more detailed discussion below under "Advertising Program for Franchise System."

7. Additional Consulting If you request, we will provide additional support or on-site consulting services in accordance with our then-current consulting fee schedule. §4.02(g)

8. Website. We will include information about your Brilliant Minds busness on a website that is maintained by us or a vendor. §4.02(h)

9. Protection of Marks. Take all steps reasonably necessary to preserve and protect the ownership and validity of our marks, and to permit other franchisees to use these marks only in accordance with our standards and specifications. §4.03

Advertising Program for Franchise System

We will provide or supervise advertising, marketing and promotional programs as more fully described below. The advertising and marketing may be done nationally, regionally or locally and we may use all types of media determined to be appropriate in our discretion, including print,direct mail, television, radio, the Internet, newspapers, magazines and/or collateral materials. We may use a combination of in-house staff and advertising agencies to create and place all materials.

The Network Marketing Fund ("Fund") will be spent as we, in our sole discretion, determine is necessary or appropriate for the development, promotion and operation of the Brilliant Minds System, including but not limited to the cost of preparing, conducting and maintaining world wide web (internet) presence, internet search engine optimization, an online store, direct mail, direct fax and other types of advertising campaigns; public relations activities. We may employ advertising and public relations agencies and personnel to assist therein which may be entities owned by or affiliated with us, if use of in-house agencies is deemed best by us, in which event the value of services rendered by the in-house agency shall be set forth in writing and charged to the Fund.

No sums paid by you to the Fund shall be used to defray any of our general operating expenses, except we may use a portion of the Fund to defray the reasonable administration costs and overhead costs we and/or an affiliate incur in activities reasonably related to the administration and direction of the Fund and promotional programs.

When implemented by us, you are required to contribute up to three percent (3%) per week to the Fund- see Item 6. We do not contribute to the Fund ourselves, nor does our affiliate-owned location contribute to the fund. We are not obligated to administer the Fund to make expenditures for you, which are equivalent or proportionate to your contribution, to spend money on advertising in your local area, or to ensure that any particular franchisee benefits directly or pro rata from expenditures for the marketing and reservation program. Amounts spent from the Fund are used to promote the franchise system and education services sold by the franchisees. As of the date of this Franchise Disclosure Document, the Fund has not been implemented, so details on how funds were used in the most recently concluded fiscal year are not available.

The franchise agreement and operations manual are currently the only governing documents of the Fund and these documents are given to all franchisees. An unaudited accounting of the operation of the Fund will be prepared annually and made available to any requesting franchisee. We have the sole right and discretion to change, dissolve or merge one or more Funds. If surplus money is in a Fund at the end of the reporting period, this surplus will be credited towards future Fund marketing efforts. As described above, no sums paid into the Fund can be used to defray any of our general operating expenses, except for reasonable administrative costs and overhead we may incur in activities reasonably related to the administration or direction of the Fund. We are not required to spend any amount on marketing in your territory. We may establish cooperative advertising, marketing and sales programs, loyalty programs, marketing and sales promotions and other similar programs or activities as we deem appropriate as system improvments. You must participate in such programs and activities as we determine. Such programs and activities may cause you to incur expenses and/or pay fees to us. See Item 6.

We can use any media we select in administering the Fund. Currently, there is no advertising council composed of franchisees who advise us on advertising policies. In terms of your general advertising, any media may be used and we permit you to use your own local advertising as long as it meets our written standards and requirements, and was previously approved by us. §3.04, §4.02 See also Items 6, 8 and 9 above.

<u>Computer System</u>

Before opening you must purchase (if you do not already own) a Windows-based computer system that is relatively current and has access to a high bandwith internet connection and secure access.

Your computer system should have installed the current versions of either Internet Explorer, Chrome, Firefox or Safari. It should also have the following third-party software that may come bundled with your computer:

Microsoft Office suite: (includes by MS Word, Excel, Outlook) for word processing, spreadsheets and email communications

QuickBooks professional, or QuickBooks on line for accounting

The cost for purchasing the computer system (if you do not already have a sufficient computer system) is approximately $1,500. See §3.15

We do not have direct access to your computer. Also, we have the right to inspect any aspect of your business, including information and data on your computer whenever we want. There is no limit on our right to access this information. We may use this information for our own statistical, audit and marketing purposes, but will not disclose information about your business to any third parties unless required to do so by law. All email accounts, websites, social media, etc. issued by us remain our property. All emails sent and received through our email accounts may be monitored at any time by us without notice to you or your employees. See §3.15, 3.16

We also have the right to inspect your books, records, data and financial statements, which would include accessing the software programs used to compile this information. There is no contractual limit on our right to access this information. §3.16

Updating Requirements for Computer System

As do all computer owners, you must pay all costs incurred to repair broken components or non-functioning software and to upgrade your system with new software or hardware as needed. We may require you to upgrade or update your computer system during the term of the franchise, especially if you are running outdated versions of software, operating systems or browsers. There is not limit on how often we can ask you to do this. If we feel there are significant updating or upgrading requirements, these will be specified in our Operations Manual and you will be required to follow these. There is no contractual limit on the frequency or cost of this updating process, but it is usually a nominal expense, probably $500 to $2,000 per year. Unless you make independent arrangements directly with hardware and software providers they typically have no ongoing maintenance or repair responsibilities. §3.15

Table of Contents of Operations Manuals

The Table of Contents of our Operations Manual as of the date of this Franchise Disclosure Document, with the approximate number of pages devoted to each subject and total number of pages in our manual is set forth in the table below:

Chapters	**Number of Pages***
1. Introduction	2
2. Welcome to Brilliant Minds	1
3. Resources	1
4. Steps to open a Brilliant Minds Franchise	5
5. Franchisee Training Requirements	2
6. Staffing a Brilliant Minds Franchise	1
7. Computer and Technology Usage	1
8. Office Operation and Maintenance	1
9. Advertisement, Promotion and Marketing	1
Appendix	5
Total Pages (approximately)	20

Initial Training Program

Subject	Hours of Online and/or Classroom Training	Hours Of On-The-Job Training	Location
Introduction/Welcome to BMA	0.5		See Note (A)
After School Program (Elementary and Middle School)	2		See Note (A)
High School Program	1		See Note (A)
Program Categories and suggested tuition fee	1		See Note (A)
Hiring Teachers	1		See Note (A)
Business Licensing Requirements	2		See Note (A)
Typical Weekly Schedule for all Grades	0.5		See Note (A)
Shadowing – All classes		10	See Note (A)
Daily Activities – Material Preparation and Distribution	1		See Note (A)
Professionalism and Learning Center Maintenance	1		See Note (A)
Questions and Answers	1		See Note (A)
Total	11	10	

Other Training Program Information

(A) Training programs are for new franchisees and are scheduled throughout the year. Training takes place at our corporate location in Dublin, CA or may be done via online training at our discretion. The allocation of hours of classroom and on-the-job training is only an approximation and depends on your background and skills as well as proficiency in various subject areas.

(B) Instructional materials (either written or electronic) include a course curriculum and excerpts from our confidential Operations Manual. Training is based on the expertise of Praveen Gupta who has five years of on-the-job experience operating a Brilliant Minds learning business (see Item 2 of this franchise disclosure document for details).

(C) All travel, your employee wages and living expenses while attending the training program are your responsibility.

(D) Training is mandatory for all franchisees (or designees) and all segments of training must be satisfactorily completed to our satisfaction before starting business operations. We will train you and one additional person. Determination of whether training is satisfactorily completed rests solely with us. §3.06 The training program is given so you complete it about two weeks before the intended opening of your business. Training must be completed before you start business operations.

(E) If you hire a manager and do not adquately train this person, as determined solely by us, additional training is required. §3.06 You are responsible for all travel, wages, living, etc. expenses you or your designee incur attending conventions/seminars. §4.02

ITEM 12

TERRITORY

You are granted the exclusive right to operate your franchise from a single specific location. As mentioned in Item 11, we do not select sites. You are given an area, usually defined by street boundaries, highways, counties, political subdivisions or other means on a map, around the location. This mapped area is called your "Designated Territory" or "Territory" in the franchise agreement. The Territory is specified and attached as Exhibit 1 before you sign the franchise agreement. There are no options, rights of first refusal or similar rights to acquire additional franchises within your Territory or contiguous areas.

Any relocation would require our prior written approval. Except as described below, we will not ourselves operate (including other channels of distribution) or license others to operate, a similar or competitive business under our marks within your Territory.

Loss of Territorial Rights

If any event happens that gives us the right to terminate your franchise agreement (see Item 17 of this Franchise Disclosure Document), we may (whether or not we exercise our right of termination) ourselves operate, or grant another franchisee the right to operate, a Brilliant Minds franchise in your Territory. The franchise agreement requires you to market your Territory to its fullest potential, avoiding excessive customer complaints, negative reviews, etc. If you breach this provision, and it is not cured after we give notice, or you repeatedly breach this provision, we can terminate your franchise agreement or grant another franchise in your Territory, etc. as detailed above.

Actions we take in this regard do not affect any other rights and obligations you (or we) have under the franchise agreement, unless we properly exercise a right of termination.

For duties and rights on termination of the franchise agreement, see Item 17 of this franchise disclosure document.

No Franchises Of Similar Businesses Under Different Marks

We have not established, nor do we have any presently formulated plans or policies to establish, other franchises or company-owned outlets or use another channel of distribution selling similar services or products under a different service mark. The Franchise Agreement does not address this topic, one way or the other.

ITEM 13

TRADEMARKS

During the term of the Franchise Agreement, we grant you a license to use the Brilliant Minds service mark as reproduced on the cover page of this Franchise Disclosure Document (referred to in this Item as "Mark"). Your continuing ability to use the Mark depends on following all applicable standards, specifications and operating procedures as set forth in our Franchise Agreement and our confidential Operations Manual. We do not have a federal registration for our principal trademark. Therefore, our trademark does not have many legal benefits and rights as a federally registered trademark. If our right to use the trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

Our right to grant you a license to use these marks arises from an exclusive license we have with our affiliate, Brilliant Minds Academy, Inc. that has a term of 20-years with successive 20-year renewal options.

There are no determinations of the U.S. Patent & Trademark Office, the trademark trial and appeal board, administrator of this state or of any court, nor any pending infringement, opposition or cancellation proceeding or any material litigation involving the Mark.

We are not aware of any superior prior rights or infringing uses that could materially affect your use of the Mark in this state.

You must notify us if you discover any unauthorized use of the Mark (or a colorable imitation of them), or if litigation involving the Mark is started or threatened. Although the franchise agreement requires us to take all steps reasonably necessary to preserve and protect the ownership and validity of the Mark, we are not specifically obligated to protect any rights you have to use the Mark or to participate in your defense or protect or indemnify you for expenses or damages against claims of infringement or unfair competition. We have the right to control any litigation or administrative proceeding involving the Mark. You have no specific rights under the Franchise Agreement if we require you to modify or discontinue use of the Mark.

ITEM 14

PATENTS, COPYRIGHTS & PROPRIETARY INFORMATION

Patents

No patents are material to the franchise.

Copyrights

We do not own rights in issued copyrights material to the franchise. We do claim unpublished copyright protection and trade secret protection (discussed below) for our confidential Operations Manual. Since we are claiming unpublished copyright protection, we do not have any copyrights pending or registered with the Copyrights Office (Library of Congress) nor do we intend to file any copyright applications.

Proprietary Trade Secrets

The franchise agreement describes, and our Operations Manual contains, proprietary and trade secret know-how developed by us and licensed to you. This proprietary information is referred to below as our "System." Under the terms of the franchise agreement: (i) you do not acquire any interest in our System, other than the right to use it in the operation of your franchise during the term of your agreement; (ii) you agree not to use our System in any business or capacity other than the development and operation of your franchise; (iii) you agree to treat the Operations Manual, including updates, in confidence as trade secrets; (iv) you agree not to make any unauthorized copies of any part of our Manual, or any other confidential information supplied by us; (v) you agree that we may revise the contents of the Manual, and you will comply with each new or changed provision; and (vi) you agree to take specific steps to maintain the confidentiality of our System during and after the term of your franchise, including having your employees sign a written confidentiality agreement.

ITEM 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Unless you hire a competent, adequately trained manager, approved by us, you must personally participate (on a full time basis) in the direct operation of the franchise business. This is required under the terms of your franchise agreement, and we definitely recommend it as well.

Any manager(s) hired by you must be adequately trained by you to our satisfaction (or by us at additional cost). If they are not adequately trained by you, they must successfully complete our manager training program - see Item 6 above under "New Manager Training." Alternatively, you can ask us to train your manager. See Item 11 above under "Optional Manager Training." We also require that any manager (or third party manager) employed by you enter into a written confidentiality agreement. See Item 14 above. Your franchise agreement may be assigned to an entity (corporation or partnership) that you control. We do not require that your manager(s) have an ownership interest in your franchise.

ITEM 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must (1) offer and sell only those after-school learning courses, services and related products, that we have approved for sale in writing; (2) offer and sell all after-school learning courses, services and related products we specify; (3) refrain from any deviation from our standards and specifications without our prior written consent; and (4) discontinue offering and selling any after-school learning course, service or related product which we may, in our discretion, disapprove in writing at any time. There are no contractual limits on our right to make changes or improvements to the after-school learning courses, services and products offered as part of our system, and we reserve the right to change all or any of these. All after-school learning courses, services and related products must meet our then-current standards and specifications, as specified in our Operations Manual or otherwise in writing. See also Items 8 and 9.

ITEM 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

Item 17: Table

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document

Provision	Section in Franchise Agreement	Summary (1)
a. Length of the franchise term	2.03(a)	10 years from the date of signing.
b. Renewal or extension of the term	2.03(b)	If you are in good standing you can exercise successive terms of 10 years each.
c. Requirements for franchisee to renew or extend	2.03(b)	In good standing, provide notice, pay $1 fee etc. At our option, we require you to sign then-current

		agreement that that reduces the initial franchise fee to $1 but may contain materially different terms and conditions. See franchise agreement for details.
d. Termination by franchisee	5.01	Only if we default and do not remedy within 30 days of written notice.
e. Termination by franchisor without cause	None	Not applicable; we cannot terminate you without cause.
f. Termination by franchisor with cause	5.02	Subject to "g" and "h" only if you default and fail to remedy the default.
g. "Cause" defined – curable defaults	5.02	Subject to "h" below, you have 30 days (only 5 days in the case of late fees) to cure all defaults after notice from us. Possible defaults include not following our standards, offering unapproved services or products, etc.
h. "Cause" defined – non-curable defaults	5.02	Non-curable defaults: criminal conviction, uncured defaults, misuse of marks, etc. See 5.02 (a) through (g).
i. Franchisee's obligations on termination/non-renewal	5.03	Obligations include payment of amounts due and return of all Confidential Information, trade secrets and records, giving us certain purchase rights, follow non-disclosure and non-compete obligations, etc. If there is an early termination caused by you, you are liable for liquidated damages – see Item 6.
j. Assignment of contract by franchisor	6.06	No restriction on our right to assign.
k. "Transfer" by franchisee – defined	6.01 to 6.05	Includes transfer of contract or assets or ownership changes (including death and permanent disability).
l. Franchisor approval of transfer by franchisee	6.01	We have the right to approve all transfers which will not be unreasonably withheld as long as certain conditions are satisfied. See "m" below.
m. Conditions for franchisor approval of transfer	6.01 and 6.03	New franchisee qualifies, transfer fee paid, purchase agreement approved, new person signs franchise contract and successfully completes training, you sign a release, etc.

n. Franchisor's right of first refusal to acquire franchisee's business	6.03	We have 30 days to match any offer for your business; for transfers of more than 50% interest, we have a right to buy 100% interest.
o. Franchisor's option to purchase franchisee's business	5.03	We may, but are not required to, purchase your assets, assume your real estate lease, etc. if your franchise is terminated for cause or you do not renew.
p. Death or disability of franchisee	6.02	Your interest must be transferred to an approved party within a reasonable time, not to exceed 120 days. We have the right to manage during interim period if business is not run properly.
q. Non-competition covenants during the term of the franchise	3.06	No involvement in any competing business within your Territory.
r. Non-competition covenants after the franchise is terminated or expires	5.03	No involvement in any competitive business for two years within 10 miles of your Territory (same restrictions apply after a transfer).
s. Modification of the agreement	7.02, 3.06	Any modification of Franchise Agreement must be in writing and signed by both parties. Changes to our Operations Manual can be made by us and do not change your status or rights under the Franchise Agreement.
t. Integration/merger clause	7.02	Contract contains the entire understanding of the parties. Other promises, etc. are not enforceable unless in writing and signed by both parties. Only the terms of the franchise agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	7.05	Except for certain claims, all disputes are settled by mediation and/or binding arbitration in our home state and city. Claims must be made within 1 year from occurrence or 90 days from discovery of facts. Claims arising under a termination by us must be made within 1 month of the termination date. Both we and you waive rights to collect punitive damages.
v. Choice of forum	7.05, 7.07	Except for certain claims, Mediation and/or arbitration by AAA in our home state and closest to our

		principal business address which is currently in Dublin, California
w. Choice of law	7.07	The law of our home state (currently California) applies, except as provided in a State Specific Addendum. For service mark issues, federal law may apply.

[1] FA means Franchise Agreement.

[2] This column is a summary only. Read entire section(s) of Franchise Agreement for a complete understanding. Letter references in this column (like see "m." below) mean one of the "a" through "w" provisions in the first column.

ITEM 18

PUBLIC FIGURES

We do not use any public figure to promote our franchise.

ITEM 19

FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Praveen Gupta at pgupta2280@gmail.com , the Federal Trade Commission, and appropriate state regulatory agencies.

ITEM 20

OUTLETS & FRANCHISEE INFORMATION

Item 20 Table No. 1
Systemwide Outlet Summary
For years 2017 to 2019

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised (1)	2017	2	4	+2
	2018	4	5	+1
	2019	5	5	0
Company-Owned (2)	2017	1	1	0
	2018	1	1	0
	2019	1	1	0
Total Outlets	2017	3	5	+2
	2018	5	6	+1
	2019	6	6	0

[1] We were formed on January 8, 2016 and began offering franchises in mid-2016.

[2] In October, 2011 our affiliate, Brilliant Minds Academy, Inc. started the first Brilliant Minds after-school learning business, similar to the type of franchise we offer. All references to "Company Owned" in this Item 20 refer to the businesses owned and operated by our affiliate described in Items 1 and 2.

Item 20 Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For years 2017 to 2019

State	Year	Number of Transfers
All States	2017	0
	2018	0
	2019	0
Totals	2017	0
	2018	0
	2019	0

Item 20 Table No. 3
Status of Franchised Outlets
For years 2017 to 2019

State	Year	Outlets at Start of the Year	Outlets Added	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Opera-tions - Other Reasons	Outlets at End of the Year
All States	2017	2	+2	0	0	0	0	4
	2018	4	+1	0	0	0	0	5
	2019	5	+2	0	0	0	2	5
Total	2017	2	+2	0	0	0	0	4
	2018	4	+1	0	0	0	0	5
	2019	5	+2	0	0	0	2	5

Item 20 Table No. 4
Status of Company-Owned Outlets
For years 2017 to 2019

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
Total Outlets	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1

Item 20 Table No. 5
Projected Openings As Of **December 31, 2020**

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
AZ	0	0	0
CA	0	1	0
FL	0	0	0
HI	0	0	0
IL	0	0	0
IN	0	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
MD	0	0	0
MI	0	0	0
MN	0	0	0
ND	0	0	0
NY	0	0	0
RI	0	0	0
SD	0	0	0
TX	0	0	0
VA	0	0	0
WA	0	0	0
WI	0	0	0
Total	0	1	0

The name of each of our franchisees and the address and telephone number of each of their outlets as of the date of this Franchise Disclosure Document is set forth in **Exhibit C**. Upon your request, we will make available to you information concerning the length of time our franchisees have been in the franchise system and contact information.

The name and last known home address and telephone number of every franchisee who has had a Franchise Agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement since our formation or who has not communicated with us within 10 weeks of the date of this Franchise Disclosure Document is listed on **Exhibit C** to this Franchise Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

There are no signed confidentiality agreements restricting the ability of our franchisees to speak openly about their franchise ownership experience.

There are no trademark specific franchisee organization associated with this franchise system.

ITEM 21

FINANCIAL STATEMENTS

We are a newly formed entity. Attached to this Franchise Disclosure Document as **Exhibit A** are audited financial statements for 2017, 2018 and 2019.

ITEM 22

CONTRACT

Attached to this Franchise Disclosure Document as **Exhibit B** is one copy of the Franchise Agreement.

ITEM 23

RECEIPTS

THE LAST TWO PAGES OF THE FRANCHISE DISCLOSURE DOCUMENT (FOLLOWING THE EXHIBITS AND ATTACHMENTS) ARE RECEIPT PAGES ACKNOWLEDGING YOUR RECEIPT OF THE FRANCHISE DISCLOSURE DOCUMENT. ONE COPY IS FOR YOUR RECORDS, AND ONE COPY MUST BE SIGNED AND DATED BY YOU AND RETURNED TO US.

EXHIBIT B

FRANCHISE AGREEMENT

Brilliant Minds
ACADEMY

BRILLIANT MINDS FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT ("Franchise") by and Brilliant Minds Franchising, Inc., here-in referred to as "We" "or "Us" or "Our" (in either upper or lower case), and ____ hereinafter referred to as "You" or "Your" (in either upper or lower case), is made on the basis of the following promises and recitals for the purpose of granting You the rights necessary to operate a Brilliant Minds franchise.

ARTICLE 1. RECITALS

1.01 Our Business System.

As the result of the expenditure of time, effort and money in research and development, we have developed, continue to develop and have the right to license a method and system (hereinafter referred to as the "Brilliant Minds System" or "System") for the development and operation of an after-school learning center. Our System is comprised of distinctive business systems, learning methods, procedures, formats and specifications for a Brilliant Minds business (which business is herein referred to as a "Brilliant Minds Business" or "Business"). We have the right to authorize the use of our System and are in the process of developing a network (hereinafter referred to as the "Brilliant Minds Network" or "Network") of franchises to use the Brilliant Minds System on a mutually cooperative and interrelated basis.

1.02 Proprietary Marks; Operating Standards.

We grant franchises to be operated under our System and proprietary service mark "Brilliant Minds" and its associated distinctive logo as depicted on the cover page of this Agreement (herein collectively referred to as the "Marks"). We will develop and control the Marks so that consumer recognition grows, and you agree to represent our System's high standards of service, quality and appearance; and to operate the Business as an integral part of our Network and System as they may be changed, approved and developed over time, and in this operation adhere to the uniform standards, procedures and policies set forth below.

1.03 Investigation of Franchise.

You acknowledge having investigated us and the competitive educational services market thereof and recognize that the Business contemplated by this Agreement involves business risks that make the success of the venture subject to many variables, including your business abilities, skills and efforts.

1.04 Franchise Disclosure Document.

You acknowledge having reviewed our Franchise Disclosure Document and all

Exhibits attached thereto for at least fourteen (14) calendar days prior to the signing of any contract with us or the payment of any money or other consideration relating to the franchise. You also acknowledge that you did not receive or have relied upon any warranty or guaranty, express or implied, oral or written, regarding the potential sales, profits or success of the Business contemplated by this Agreement other than the information contained in our Franchise Disclosure Document.

ARTICLE 2. GRANT OF FRANCHISE

2.01 Grant of Franchise; Non-Exclusive Area

(a) Grant of Franchise. Subject to and upon all of the terms and conditions set forth in this Agreement, we grant to you the nonexclusive right and license, and you undertake the obligation to establish and operate a Brilliant Minds Business under the System and the Marks as we direct from a single location. Exhibit 1 attached hereto and made a part hereof specifies the boundaries of the protected territory (the "Territory"). The provisions of this Franchise shall be interpreted to give effect to the intent of the parties stated herein so the Business will be operated in conformance with the System and our standards and policies as these may be from time to time modified.

(b) Exclusive Area; Loss of Rights. Subject to the following exceptions, we will not, while this Agreement is in effect, operate, nor will we grant others a license to operate a Brilliant Minds Business under the System and Marks at any location within the specific area (herein referred to as the "Territory") as set forth and defined in Exhibit 1 to this Agreement.

(i) Right To Terminate; Breach of Section 3.06(g). If we have the right to terminate this Agreement, as provided in Article 5 below, or if you fail to market your Territory and Business to its fullest potential in accordance with Section 3.06(g), we may (whether or not we elect to terminate you) operate or grant to another franchisee or franchisees the right to operate a Business under the System and Marks at another location within the Territory, and this action shall not affect any other rights and obligations hereunder unless and until we exercise our right of termination as provided in Article 5;

2.02 Term and Renewal

(a) Term. This Agreement shall commence on the date this Agreement is executed and shall expire on the 10th anniversary of the date on which this Agreement is executed.

(b) Renewal Options. The term of this Agreement may be extended for additional terms of 10 years each, exercisable by written notice from you to us, within 180 days prior to the expiration of the initial term (or renewal term); provided that at the end of the initial term (or renewal term):

(i) At the time of the exercise and at the start of the extension term you are not in default of the performance of any of your obligations hereunder; and

(ii) All monetary obligations owed by you to us have been fully satisfied prior to the commencement of the extension term; and.

(iii) At our option, you sign the then-current form of Franchise Agreement which shall reduce any initial franchise fee to the sum of one dollar ($1) but may contain other terms and conditions that are materially different; and

(iv) At our option, except to the extent limited by applicable law, you sign a general release, in a form prescribed by us, of any and all claims against us, and our officers, directors, agents, affiliates and employees, arising out of or relating to this Agreement.

ARTICLE 3. YOUR OBLIGATIONS & DUTIES

3.01 Franchise Fee.

You acknowledge the initial grant of this Franchise is the sole consideration for the payment of a franchise fee, due when we complete our initial obligations set forth in Sections 4.01(a) – (d) and Exhibit 1 hereof, in the amount of Twenty Five Thousand Dollars ($25,000). You further acknowledge this fee is fully earned by us, and is not refundable under any circumstances. If you (or your designated trainees) fail to complete all segments of our training program to our complete satisfaction (as determined in our sole and absolute discretion this Agreement shall be deemed null and void

3.02 Royalties.

(a) Amount and Payment Schedule. In further consideration of the grant of franchise and related rights and privileges hereunder, you shall pay us a weekly royalty equal to eight percent (8%) of Gross Revenue (as defined in subparagraph (b) below). Royalty payments shall be deposited directly or by electronic fund transfer to our bank account, as we specify, on or before each Wednesday for the preceding week's Gross Revenue If payment is not received by the 15th of each month for the previous month, it will be deemed overdue and subject to the late charge specified in Section 3.05(a). As used in this Agreement, a "week" is a seven day period that begins on Monday and ends the following Sunday.

(b) Gross Revenue Defined. As used herein the term "Gross Revenue" includes the aggregate amount of all revenue in accordance with the accounting practices and procedures as specified by us, and all other receipts of any kind you derive directly or indirectly from the operation of the Business, but excludes the amount of all sales, use, gross receipts and other taxes specifically added to sales prices and collected from customers for transmittal to the appropriate taxing authorities. All payments to us are a single financial transaction between you and us which, taken as a whole and without regard to any designation or description, reflect the value of the Franchise authorization you received and the services rendered by us during the term of this Agreement.

3.03 <u>Follow Renovation and Construction Requirements; Opening Business.</u>

You agree to follow all instructions and requirements regarding renovation and construction as specified in our Operations Manual or otherwise in writing from us. Unless we agree otherwise, You must successfully complete all segments of our training program and begin operations of the Business within 10 months of the date this Agreement is signed.

3.04 <u>Advertising and Marketing.</u>

Recognizing the value of standardized Network advertising, our website, public relations and marketing programs, you agree as follows:

(a) <u>Marketing Fund.</u> Upon written notification from us that this Fund is being implemented you shall also make monthly contributions of up to three percent (3%) of Gross Revenue payable together with and in the same manner as the royalty payments referred to in Section 3.02, to a collective Fund (hereinafter "Fund"). We shall use the Fund solely for advertising, promotion and marketing in accordance with the provisions of subparagraphs (i) and (ii) below.

(i) <u>Administration of Fund.</u> We have the right to direct all local, regional and national advertising (including online advertising), public relations and marketing programs for the System; to use in these programs the Fund payments in subparagraph (a) above; and we shall have the sole discretion over the creative concepts, placement, materials, media and allocation. You agree and acknowledge that one of the primary intentions of the Fund is to maximize public recognition and acceptance of the Marks and our website and that we undertake no obligation in administering the Fund to make expenditures for your Territory which are equivalent or proportionate to your contribution, or to ensure that any particular franchisee benefits directly or pro rata from these programs.

(ii) <u>Fund Expenditures.</u> The Fund may be used to meet any and all costs of maintaining, directing, administering and preparing Network programs, including, without limitation, the cost of preparing, conducting and maintaining world wide web (internet) presence, internet search engine optimization, an online store, direct mail, direct fax and other types of advertising campaigns; public relations activities. We may employ advertising and public relations agencies and personnel to assist therein which may be entities owned by or affiliated with us, if use of in-house agencies is deemed best by us, in which event the value of services rendered by the in-house agency shall be set forth in writing and charged to the Fund. No sums paid by you to the Fund shall be used to defray any of our general operating expenses, except we may use a portion of the Fund to defray the reasonable administration costs and overhead costs we and/or an affiliate incur in activities reasonably related to the administration and direction of the Fund and promotional programs. An unaudited accounting of the operation of the Fund shall be prepared annually and made available to you on request.

(b) Advertising Standards. You agree that all advertising and promotions by you in any form and in any medium shall be conducted in a dignified manner and shall conform to such standards and requirements as we may from time to time designate in writing. You shall submit to us (by email), for prior written approval, samples of all advertising and promotional plans and materials that you desire to use and that have not been prepared or previously approved by us. If you do not receive written approval, we shall be deemed not to have given the required approval.

3.05 Late Payments

(a) Late Payment Amount. Any payment not actually received by us as required by this Agreement shall be deemed overdue. If any payment is overdue, you shall pay us, in addition to the overdue amount, a late charge equal to the greater of $100 or ten percent (10%) of the overdue amount. This total is due upon receipt of the past due invoice and shall be electronically deposited, as specified by us.

(b) No Waiver. You acknowledge that failure to pay all amounts when due shall constitute grounds for termination of this Agreement, as provided in Section 5.02, notwithstanding the provisions of this Section.

3.06 Operation of Business.

You shall directly and continuously operate the Business devoting your best efforts, skills, and diligence to the Business, selling and providing only those after-school learning courses, services and products authorized or required to be provided as part of the System as set forth in our confidential Operations Manual (herein "Operations Manual" or "Manual"), including supplements, addenda and amendments thereto, and you shall not sell or provide other services or products except those which we, in our sole and absolute discretion, shall approve as being compatible and not interfering with the System, Marks and Network. The Manual, as modified from time to time, is incorporated in this franchise agreement by reference. Specifically and without limiting the foregoing, you agree:

(a) Follow Manual and Standards. With respect to the Manual, you specifically agree as follows:

(i) You will treat the Manual and any other manuals created and approved for use in the operation of the Business, and the information contained therein, however disseminated, as confidential, and shall use all reasonable efforts to maintain this information as secret and confidential;

(ii) You agree that the Manual shall remain our sole property and that we may, from time to time, revise the contents of the Manual;

(iii) You agree to comply with each new or changed provision of the Manual; that no modification of the Manual will alter your status and rights under this Agreement; and that we may update the Manual (or portions thereof) manually or by electronic means via our website or as specified by us;

(iv) You agree that the copy of the Manual maintained by us at our principal office shall be controlling in the event of a dispute relative to the content of the Manual.

(b) Approved Suppliers, Etc., Evaluating & Testing. You must purchase all products and services only from approved suppliers listed in our Manual. Approved suppliers are those who demonstrate to our continuing reasonable satisfaction, the ability to meet our standards and specifications for same; who possess adequate quality controls and ability to supply needs promptly and reliably; and who have been approved in writing by us and not thereafter disapproved. If you desire to purchase any product or service from an unapproved supplier, or to offer service or products not previously approved by us, you shall submit a written request for approval to us, which shall not be unreasonably withheld. We have the right to require that our representatives be permitted to inspect the supplier's facilities, or that samples of unapproved products or services be delivered, at our option and without charge to us, either directly or to our designee for testing. You are required to pay us a lump sum amount (based on our then-current hourly rate, estimated time and expenses) to begin the evaluation – testing process. Other lump sum payments may be required to continue and complete this process. We will refund any credit balance due to you at the end of the process. We reserve the right, at our option, to revoke our approval, if any has been granted, if the supplier fails to meet any of our then-current approval criteria.

(c) Non-Disclosure. You shall not at any time, either during or after the term of this Agreement, copy or duplicate, or permit the copying or duplication, nor publish, disclose or in any manner reveal, or permit the publication, disclosure or revelation in any manner, to any person or entity, except your employees on a need-to-know basis, any portion of the System, the Manual, supplements, addenda or amendments thereto, or any other information or material supplied by us and designated as confidential information. You hereby recognize and agree these materials and information are our proprietary trade secrets disclosed to you in strict confidence solely for use in the development and operation of the franchise during the term of this Agreement and on the condition that you will not use these trade secrets in any other business or capacity. You acknowledge and agree that you will not acquire any interest in the trade secrets, other than the right to utilize them in the operation of the Business during the term of this franchise and that you will maintain the confidentiality of these trade secrets during and after the term of this Agreement.

(d) Devote Full Working Time to Business. You will devote full working time to the Business during the term of this Agreement. Consent to devote less than full working time to the operation of the Business is conditioned on you employing a competent and trained manager who devotes full working time to the Business.

(e) No Competing Business. During the term of this Agreement, you shall not conduct or operate, directly or indirectly, or be employed by or associated in any way with any business which is competitive with the operation of the Business, or any portion thereof, in the Territory as the term "competitive" is or may be subsequently defined by us.

(f) Attend and Satisfactorily Complete All Training; Conventions; Manager Training. You and your trainees shall satisfactorily complete all segments of the training program as provided for in Section 4.01(a) to our satisfaction (in our sole determination using objective and subjective factors) before starting operations. If repeat training is required due to not satisfactorily completing a segment(s) of a training program, you agree to pay the applicable then current repeat training fee. All travel, your employee wages and living expenses while attending any training, conventions or seminars are your responsibility. You agree to attend all seminars and pay all associated costs as provided for in Section 4.02 hereof. If you request training for a new manager or we determine, in our sole discretion, further adequate training is necessary, we will provide this training per Section 4.02 hereof after receipt of payment.

(g) Operational Efforts. You shall vigorously pursue and promote sales and activities leading to growth by the Business, marketing the Business and Territory to its fullest potential, maximizing revenues, avoiding excessive customer complaints, negative reviews, and declining revenues; and you shall cooperate with us and other franchise owners in our Network in promoting and enhancing the our System, Network and Marks.

(h) Customer Complaints. You shall promptly respond to any customer complaint and inform us of any complaint not fully resolved to the customer's satisfaction within seven (7) calendar days. We shall have the right, but not the obligation to assist in or mandate a resolution to any customer complaint.

3.07 Use of Commercial Symbols.

You acknowledge that your right to use the Marks is derived solely from this Agreement and is limited to the operation of a Business pursuant to and in compliance with this Agreement and all applicable specifications, standards and operating procedures prescribed by us in our Manual from time to time during the term of this Agreement. Specifically and without limiting the foregoing, you agree:

(a) This Agreement does not confer any goodwill or interests in the Marks on you, and you acknowledge that any and all goodwill developed during the operation of your Business belongs to us.

(b) You shall use only the Marks authorized by us in our Manuals, and shall use the Marks only in the manner authorized and permitted.

(c) You shall use the Marks only in connection with the operation of the Business licensed hereunder and only within the Territory.

(d) Any and all goodwill arising from your use of the Marks under the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license herein granted, except as expressly provided herein, no monetary amount shall be assigned to any goodwill associated with your use of the System or Marks.

(e) The Marks serve to identify us, the System and those licensed under the System. You agree not to directly or indirectly contest the validity or ownership of the Marks. Throughout the term of this Agreement, including any extensions thereof, you shall identify yourself as a franchisee in conjunction with any use of the Marks, displaying the Marks in connection with the operation of the Business as we may specify from time to time.

(f) You agree not to use any Mark licensed under this Agreement in connection with the sale of any unauthorized service or product, or in any other manner not expressly approved in writing by us.

(g) If it becomes advisable at any time, in our sole discretion, for you to modify or discontinue use of any Mark or use one or more additional or substitute Marks or commercial symbols, you agree to comply promptly within a reasonable time after notice from us, and we need not reimburse you for any of your expenses or costs in complying with our directions.

(h) You shall comply with our instructions in filing and maintaining fictitious or trade name registrations, and shall execute any documents deemed necessary by us to protect and maintain the continued validity of the Marks, including any documents necessary to assign or otherwise register the Marks anywhere.

(i) In the event that You are aware of any use of the Marks or colorable imitation thereof which falsely suggests or represents an association or connection with us or with other franchisees in the Network, or litigation involving the Marks is instituted or threatened against you, you shall promptly notify us and cooperate fully. You acknowledge and agree that we will have the right to control any litigation with respect to the Marks, and that we have no obligation to protect you against claims of infringement or unfair competition arising out of use of the Marks or to defend you in any legal action. However, we will take such action as we consider appropriate under the circumstances, provided you have promptly notified us in writing of all pertinent facts and provided further that you has have used the Marks in strict accordance with this Agreement.

3.08 <u>System Improvements.</u>

You acknowledge and agree that we may supplement, improve or otherwise alter the System and the methods, procedures and techniques which you are authorized and required hereunder to utilize in the operation of the Business, including addition to or elimination from the System of services, products or other activities constituting elements thereof. You acknowledge and agree that we shall have sole control and discretion over all supplements, improvements, alterations and development of the System, and the services and products offered there under; that this control and discretion is in the best interests of the System; and that you will comply with all our requirements concerning the System and Network improvements, including payment of any expenses or fees associated therewith. You shall seek, in operating the Business, to develop and conceive of new ideas, supplements, improvements and alterations, and upon doing so shall in each case promptly and fully advise us. We shall have the right, but not the obligation, to make use of all new ideas, supplements, improvements and alterations so conceived or developed by you, including the right to disseminate the same to all others in our Network for their use, all without payment of royalties, fees or other compensation by us or others in the Network.

3.09 Uniform Network.

You understand and acknowledge that this franchise and the Business carried on will benefit from being an integral part of a network of similar franchises in a variety of locations, utilizing the System in a uniform manner, providing uniform after-school learning courses and services with personnel of uniform skill and training, hence capable of mutual complementation and interrelation. Accordingly, you agree, specifically and without limiting any other of your obligations in this Agreement, that the interests of the System and Network are vital to the success of each franchisee, and that each franchisee has an obligation to promote and further the System and Network to the fullest extent possible. Therefore, you agree to adhere to our standards, specifications and requirements concerning the Marks, the System and Network as specified by us from time to time in our Manual including, without limitation, offering any new learning courses, services (or products), eliminating any previously specified learning courses, services (or products), and operating the Business as an integral part of the Network, cooperating and complementing other Brilliant Minds franchises.

3.10 Responsibility for Costs and Expenses.

You are solely responsible for and shall pay, promptly when due, all costs, expenses, obligations and indebtedness of or in any way rising out of or in connection with the Business and the establishment and operation thereof, including all taxes, assessments and other levies, charges and impositions of any kind of any governmental or regulatory body, federal, state or local.

3.11 Compliance with Law; Good Business Practices.

You shall, in the establishment and operation of the Business, comply, at your sole expense, with all applicable statutes, ordinances, regulations, orders, standards and other enactments or requirements of all governmental or regulatory bodies including obtaining any accreditation licenses, provider numbers, permits or other entitlement required by any law or laws. You must adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct in all dealings with your clients, suppliers, and us.

3.12 Indemnification.

You shall indemnify us and our affiliates, officers, directors and employees (present and past) and hold them harmless from and against any liability or responsibility for any matter for which you are responsible under this Section 3.12 or otherwise under this Agreement, and from and against any loss, liability, claims, demands, damages, charges, costs or expenses of any kind whatsoever, including attorney's fees, arising directly or indirectly out of or in connection with any such liability or responsibility, or otherwise out of or in connection with the establishment and operation by you of the Business, including but not limited to any such matters arising directly or indirectly out of or in connection with any injury to or death of persons or damage to or loss of property.

3.13 Insurance.

You shall procure and maintain in effect throughout the term of this Agreement business owners insurance coverage in the amounts and types of insurance and certificates specified in the Manual or otherwise in writing.

3.14 Encumbrances.

During the term of this Agreement, except with our prior written consent (which shall not be unreasonably withheld), you shall not mortgage, pledge or otherwise assign as security, this Franchise Agreement, the Business or any part thereof.

3.15 Record keeping; Inspections; Audits; Reports; Surveys

(a) Record keeping. You shall throughout the term of this Agreement, maintain full, complete and accurate books, records and accounts of the Business, and supporting data, all in accordance with generally accepted accounting principles and utilizing accounting records, software, and computer systems approved or specified by us in the Manual or otherwise in writing.

(b) Inspection. We have the right at any time during normal business hours, and without prior notice to you, to have the books, records, data (including all software programs) and financial statements of your Business inspected and, at our option, copied. We have the right to monitor all emails sent by you through your Brilliant Minds email account to ensure compliance with all terms and conditions of this Agreement. All email accounts, websites, social media, etc. issued by us remain our property.

(c) Reports. You shall submit to us, in such form, detail and manner as we may require, complete and accurate reports throughout the term of this Agreement as detailed in the Manual and otherwise in writing.

(d) Surveys and Studies. The continuing development, improvement and success of the Network and System require meaningful, timely and accurate information concerning all functions and aspects of the Business. In order that the System can be fully evaluated and improved and benefit all, you agree to prepare and forward to us, at times specified and on forms we supply, information that we may require for its use in preparing studies and surveys relating to the Business, the System and the Network.

3.16 Business Records; Right of Entry.

You acknowledge and agree that we own all business records regarding customers of or related to the Business including, without limitation, all databases (whether in print, electronic or other form), names, addresses, telephone numbers, e-mail addresses, information and all other records contained in any database (herein "Business Records"), and all other business records created and maintained by you. You further acknowledge and agree that, at all times during and after any termination, expiration or cancellation of this Agreement, we may independently access these Business Records, and may utilize, transfer, or analyze these Business Records as we determine to be in the best interest of the System and Network, in our sole discretion. You shall permit us and our agents the right to enter the premises of the Business at all times during regular business hours, without prior notice to you, for the purpose of determining compliance with this Agreement and Manual, as well as conducting on-site market surveys or studies. You shall cooperate with our agents during these visits, and upon notice from us or our agents, and without limiting our other rights under this Agreement, shall take all necessary steps to promptly correct any deficiency detected by our agents.

ARTICLE 4. OUR OBLIGATIONS

4.01 Pre-Opening Services.

We shall assist you and perform initial services as follows:

(a) Training Program. We shall provide you and up to one additional trainee you designate, with a training program in connection with the management and operation of the Business. The training programs will be conducted at locations we designate (including online, at our discretion), of up to 21-hours duration depending on your background and aptitude. All segments of the training program shall be attended and successfully completed by you (or your designated trainees).

(b) Confidential Operations Manual. We shall provide you with either online electronic access to or a written copy of our proprietary Operations Manual following your successful completion of the training program.

(c) Initial Forms. Upon your request, provide you with copies of reporting and other recommended operating forms.

(d) Design Layout Standards. We will provide you with minimum standards that you need to comply with. We do not provide design services. You agree furnishing these minimum standards does not constitute an express or implied assurance, representation or warranty by us of any kind. You are responsible for locating your on site. We do not select or approve sites.

4.02 Support for Business Operations.

We shall supply to you, in support and assistance of your operations, the following:

(a) Start Up Assistance. We will assist you (either physically or online) for a period of approximately a total of 15 hours, spread over days as we determine best, at your Business, depending on your needs and aptitude, to aid in learning operations and assist in establishing standard operating procedures.

(b) Ongoing Support. We will make available, at our corporate office, personnel for consultation by phone, email or mobile communications during normal business hours, for questions arising in the day-to-day operation of the Business.

(c) Franchisee Conventions. We will sponsor (when our franchise network has at least 10 franchise owners) annual seminars on management, sales and marketing, industry trends and other topics of interest to franchisees. There will be no separate training charge for these seminars, but it will be the your responsibility to attend and pay all travel, living and other expenses incurred by you in attending these seminars, as well as your share (the cost equally divided among all franchisees) of renting any conference room, food, industry speaker fees, etc., used for the convention.

(d) Updating. We will provide periodic supplements and amendments to the confidential Operations Manual as well as other information of general interest to members of the Brilliant Minds franchise network.

(e) New Manager Training; Further Training. We shall provide new manager training program (including virtual training) for new managers or managers we determine need training pursuant to Section 3.06, conducted at locations or in the manner we designate. You shall be responsible for paying us, in advance, a training fee calculated in accordance with our then-current Manager Training Fee Schedule if you request this training or we require it.

(f) Advertising. When implemented, we will supervise the development of advertising, promotional, public relations, internet presence, website updates and other programs, including the Marketing Fund, pursuant to the terms of Section 3.04 hereof.

(g) Additional Consulting. At your request, we will provide additional support or assistance in accordance with our then-current consulting fee payment schedule that sets forth acceptable consulting assignments, the skill set required and current rate(s).

(h) Website. We will include information about your Business on a website that is maintained by us or a vendor. You are required to keep your information current.

4.03 Protection of Marks.

We will take all steps reasonably necessary to preserve and protect the ownership and validity of the Marks. We will use, and permit you and other franchisees to use, the Marks only in accordance with the System and the standards and specifications attendant thereto which underlie the goodwill associated with and symbolized by the Marks.

ARTICLE 5. TERMINATION

5.01 Termination by You; Opportunity to Cure.

You shall have the right, at your option, to terminate this Agreement by giving us written notice by registered or certified mail, delivered as provided in Section 7.06, in the event we default in the performance of any agreement on our part to be performed and the default is not remedied within 30 days after written notice from you to us of the default setting forth the nature thereof. Your termination of this Agreement for any other reason or without notice will be deemed a termination without cause.

5.02 Immediate Termination by Us.

We have the right, at our option, to terminate this Agreement and all rights granted you hereunder, without affording you any opportunity to cure the default, effective upon receipt of notice by you, delivered as provided in Section 7.06, upon the occurrence of any of the following events, which you hereby acknowledge are detrimental to, and reflect unfavorably upon, the operation and reputation of the System, the Marks, the Network, and goodwill thereof:

(a) Abandonment. If operations of the Business cease for a period of five (5) consecutive days, or any shorter period that indicates an intent by you to discontinue operation of the Business, unless and only to the extent that full operation of the Business is suspended or terminated due to fire, flood, earthquake or other similar causes beyond your control, or you have received prior written permission from us to suspend your business operations for a designated period;

(b) Insolvency; Assignments. If you become insolvent or are adjudicated a bankrupt; or any action is taken by you, or by others against you, under any insolvency, bankruptcy or reorganization act, and not fully dismissed within thirty (30) days after the institution thereof; or you make any purported assignment, transfer or sublicense of this Agreement or of the rights in this Agreement without our prior written consent;

(c) Unsatisfied Judgments; Levy; Foreclosure.. If any judgment is obtained against you which remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against your Business or any of the property used in the Business and is not discharged within five (5) days; or if the real or personal property of your Business shall be sold after levy thereupon by any sheriff, marshal or constable;

(d) Criminal Conviction. If you are convicted of a felony, a crime involving moral turpitude, or any crime or offense that is reasonably likely, in our sole opinion, to materially and unfavorably affect the System, Marks, Network, goodwill or reputation thereof;

(e) Misuse of Marks; Unauthorized Disclosure; Violation of Non-Compete If you fail to comply with the covenants contained in Sections 3.06(c), 3.06(e) or 3.07;

(f) Uncured Defaults. If you default in the performance of any agreement made herein, and the default is not remedied to our satisfaction within thirty (30) days after written notice thereof from us to you;

(g) Failure to Make Payments. If you fail to pay any amount due us within five (5) calendar days after receiving notice that such amounts are overdue.

5.03 Rights and Duties on Termination.

In the event of any termination of this Agreement, whether by reason of action by you or us as above provided, or as elsewhere provided in this Agreement, or by the expiration of the term hereof, the parties shall have the following rights and duties:

(a) Cease Operation of Business under System and Marks. All rights and privileges herein granted to you shall immediately terminate and revert to us, with all rights and goodwill of the Business pertaining thereto, and you shall surrender all such rights and privileges, shall cease operation of the Business using the System and Marks in all connections, including any colorable imitation thereof or in any manner or for any purpose, or utilize for any purpose any trade name, service mark, trademark, logo or other insignia which is likely to cause confusion, mistake or deception or that falsely suggests or indicates a connection or association with us or the Marks. You shall take all action required to cancel all fictitious or assumed name or equivalent registrations relating to your use of any Mark.

(b) Pay Creditors; Return Materials; Cease Use of Website. You shall immediately pay all creditors of the Business, including all sums then owing by you to us and our affiliates, and shall immediately return without delay all copies of our proprietary Operations Manual, including all other material described therein (or in any notice from us) as our property. You shall also cease all use of any our domain name, URL or home page address (including email addresses) and shall not establish any website using any similar or confusing domain name, URL or home page address or email addresses.

(c) Early Termination. If this Franchise Agreement terminates prior to the expiration date, this will result in damages to us, including lost future revenue and profits, harm to the goodwill associated with the System and the Marks, and increased costs to us to redevelop or re-franchise the market in which the Business is located. You and we agree that these damages may be difficult to quantify or estimate. Therefore, unless termination results solely from the proper exercise by you of your election as provided in Section 5.01 hereof, you agree to pay us liquidated damages (for early termination and not as a penalty) equal to the greater of (a) $100,000; or (b) the average of the monthly Royalty Fee specified in this Agreement for the thirty-six (36) months preceding termination (or if you have been operating the Business for less than thirty-six (36) months, the average of the months you operated the Business before termination), multiplied by the lesser of (i) thirty-six (36), or (ii) the number of months remaining in the term of this Franchise Agreement. You agree to pay us the payment specified in this Section upon receipt of invoice. In addition to our right to the payment of liquidated damages as provided in this Section, we are not otherwise limited in our ability to recover other monies due under the Franchise Agreement and to otherwise seek damages or equitable relief for the harm caused by the conduct which gave rise to the termination, as well as for any other defaults under the Franchise Agreement and to obtain such other relief in law or equity as provided for in this Franchise Agreement; provided, we will not be entitled to recover damages for lost future revenue or profits, loss of goodwill, or cost of redeveloping or refranchising the market in which the Business is located, in excess of the liquidated damages specified in this Section.

(d) Our Options On Termination. Unless termination results solely from the proper exercise by you of your election as provided in Section 5.01 hereof, we shall have the following options, exercisable by written notice to you (indicating which option(s) We intend to exercise) at any time within 30 days from the date of termination hereof to: (i) require that you assign to us the leasehold interest of the Premises (or, if assignment is prohibited, a sublease for the full remaining term and on the same terms as your lease) in consideration of our assumption of the leasing obligations; (ii) to purchase from you, your entire interest in the franchise, including all equipment, furnishings, fixtures and other physical assets owned by you and used in the operation of the Business for the same price paid by you less depreciation taken (i.e. book value) as of the date of our written notice. The purchase price for any purchased items shall not include any payment for goodwill or other intangibles, and shall be payable at the closing of the purchase. The closing shall take place at a time designed by us within thirty (30) calendar days after you receive notice of exercise of our purchase option or options. For anything we purchase, you will provide such representations and warranties satisfactory to us concerning your ownership of purchased items, condition of and title to the items and the absence of any liens and encumbrances. We shall have the unrestricted right to assign any of the options in this Section 5.03 (d). You will assist us in every way possible to bring about a complete and effective transfer of your business to us or to our designated person (or entity).

(e) Transfer Obligations. You shall relinquish and take all steps necessary and hereby irrevocably appoints us as your attorney-in-fact to transfer to us all right, title and interest in all or any of your telephone numbers, fax numbers, pager numbers, cellular phone numbers, Skype addresses, instant messenger addresses, social media sites, online profiles, other web-based contact information and any listing, and advertising privileges concurrent therewith, relating in any way to the Business.

(f) Our Rights Following Termination. Following termination of this Agreement, unless termination results from the proper exercise by you of your option as provided in Section 5.01 hereof, we shall be entitled to grant the franchise herein granted to others upon terms and conditions as we shall determine, and to retain all proceeds of the transaction without obligation to you of any kind.

(g) Rights Not Exclusive. Our foregoing rights upon termination by reason of breach or default hereunder shall not be exclusive, but shall be in addition to and not in lieu of any other rights available to us under the terms hereof or at law or in equity. Termination of this Agreement under any circumstances shall not abrogate, impair, release, or extinguish any debt, obligation, or liability you have which may have accrued hereunder, including without limitation any debt, obligation, or liability which was the cause of termination. All covenants and agreements made by you that by their terms or by reasonable implication are to be performed, in whole or in part, after the termination of this Agreement, shall survive termination.

(h) Activities Following Termination. You acknowledge that the elements comprising the System are unique, proprietary and distinctive and have been developed by us as the result of great expenditures of time, effort and money; that you will have regular and continuing access to valuable trade secret and confidential information; and that you recognize your obligation to keep this trade secret and confidential information in confidence pursuant to the provisions of this Agreement. You therefore agree:

(i) Nondisclosure. If, prior to its expiration this Agreement is terminated by us in accordance with the provisions of this Agreement or by you without cause, or this Agreement expires pursuant to the terms hereof and is not renewed, you shall not thereafter use or disclose to any person or entity any trade secrets, know-how, improvements, marketing plans, formulas, processes or other elements constituting proprietary and confidential aspects of the System;

(ii) Competition. You acknowledge that in addition to the license of the Marks hereunder, we have also licensed a large body of commercially valuable information including, but not limited to, operating techniques, management methods, marketing, advertising and related information, and that the value of this information derives not only from the time, effort and money that went into its compilation but also from the usage of it by franchisees in the our Network to develop System goodwill. You further acknowledge that this information is not generally known in the industry and is beyond your present skills and experience (or if you had prior related experience, it was not experience or knowledge remotely comparable to our experience and knowledge) and that to develop this information would be expensive, time-consuming and difficult. You finally acknowledge that gaining access to our marketing techniques, operational procedures, business practices and management methods that you will use in your Business is a primary reason for entering into this Agreement. You therefore agree that, unless this Agreement is properly terminated pursuant to Section 5.01 hereof, in order to foster System loyalty, promote inter-brand competition and protect our ability of to sell new franchise rights, you will not, for a period of two (2) years, commencing on the effective date of termination, or the date on which you cease to operate the Business conducted pursuant to this Agreement, whichever is later, have any interest as an owner, investor, partner, director, officer, employee, consultant, representative or agent, in any business competitive with that the operations of a Business or any portion thereof, within 10 miles of the Territory of your Business (except ownership of securities that are traded on a stock exchange or on the over-the-counter market representing five percent (5%) or less of the equity or voting power of the issuer thereof. You understand and agree that the purpose of this covenant is not to deprive you of means of livelihood and will not do so, because you earned a livelihood before entering into this Agreement and have the skills to do so in the future and that you will not be restricted from engaging in any business outside the scope of the Business herein; and that the purpose is to protect the goodwill and interests of the System and Network of Brilliant Minds franchises.

(i) Irreparable Injury. You acknowledge that your breach or threatened breach of Sections 3.06(c), 3.06(e), 3.07, 5.03 and 6.02(a) would result in irreparable injury to us, the Marks and System for which no adequate remedy at law is available. You accordingly agree that if you breach, or threaten to breach any of these provisions, we shall be entitled to permanent and temporary injunctive relief from any arbitration panel or court of competent jurisdiction in addition to other remedies allowed by law.

ARTICLE 6. TRANSFER AND ASSIGNMENT

6.01 Prior Offering and Consent; Conditions For Approval.

You understand and acknowledge that the rights and duties created by this Agreement are personal to you and that we have granted this franchise relying on your individual character, skill, aptitude, attitude, business ability and financial status. Therefore, except as provided at Section 6.04, neither this Agreement nor the Business, nor any part or all of your ownership therein (including, but not limited to voting stock, securities convertible thereto, partnership and sole proprietorship interests), may be voluntarily, involuntarily, directly or indirectly assigned, sold, issued or otherwise transferred by you or its owner(s) until this Agreement and the Business have first been offered to us as provided in Section 6.03, and, if we do not accept this offer, provided that the following conditions are met prior to, or concurrently with, the effective date of the assignment:

(a) The proposed transferee meets our uniform standards of qualification then applicable with respect to all applicants for a Brilliant Minds franchise including, but not limited to financial strength, scholastic achievement, business experience, profile fit and other relevant business considerations; and

(b) As of the effective date of the transfer, all your obligations under all written contracts and agreements between you and us (including our affiliates) are fully satisfied; and

(c) A transfer fee in an amount equal to our then-current transfer fee is paid to us at least 30 days prior to the effective date of the transfer to cover our costs in evaluating and ensuring training of the proposed transferee, as well as effecting the transfer; and

(d) The transferee shall sign the then current franchise agreement (and other ancillary agreements, if any) as are then used by us in the grant of franchises which shall: (i) waive the initial franchise fee; (ii) provide for a term equal to the remaining term hereof; and (iii) provide for the same fees required in this Agreement; and

(e) The proposed transferee (or designee) attends and completes all segments of the training program to our satisfaction at the transferee's expense; and

(f) Except to the extent limited by applicable law, you and your owner(s) have signed a general release, in form satisfactory to us, of any and all claims against us and our affiliates, directors, officers, employees and agents; and

(g) We approve the material terms and conditions of the assignment, which approval shall not be unreasonably withheld, including particularly a determination that the price and terms of payment are not so burdensome as to adversely affect the future operations of the Business by the proposed transferee in compliance with the terms and conditions of the franchise agreement.

6.02 Death or Disability

In the event of your death or disability, or if you are a corporation, partnership, or LLC, or the owner of a majority interest therein, the executor, administrator, conservator or other personal representative of such person shall transfer his or her interest within a reasonable time, not to exceed one hundred twenty (120) days from the date of death or disability, or such additional reasonable time we grant, to a third party we approve. The term "disability" means a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you from supervising management and operation of the franchise for thirty or more consecutive days. This transfer, including, without limitation, transfers by devise or inheritance, shall be subject to all of the terms and conditions contained in Section 6.01 and the following:

(a) Interim Management by Us. If after your death or disability the Business is not being managed and operated by a competent and trained manager, or any other time when we are concerned that continued operation by you may harm the Marks or System, we are authorized, but not obligated, to immediately assume management of the Business until an approved and trained transferee can assume operations. Revenues from operation of the Business during the period of interim management by us shall be used to meet any and all expenses of the Business including, without limitation, the monthly compensation, travel and living expenses of our involved employees or designees. Operation of the Business during any period of management by us pursuant to this subparagraph (a) shall be for and on behalf of you, provided that we shall only have a duty to utilize our best efforts and shall not be liable for any debts, obligations or losses incurred by the Business during any period in which it is managed by us.

6.03 Right of First Refusal.

In the event you desire to make any sale, assignment or other transfer referred to in Section 6.01, you shall first obtain a bona fide, executed written offer from responsible and fully disclosed purchaser(s) and submit an exact copy of this offer to us. We shall have the right, exercisable by written notice delivered to you, to accept this offer on equal terms and price at any time within thirty (30) days following receipt by us of the exact copy of the offer. If we do not exercise our right of first refusal, you may complete the proposed sale, assignment or other transfer pursuant to and on the terms of the offer, and in compliance with all provisions of Section 6.01. In the event the sale, assignment or other transfer is not completed within sixty (60) days after delivery of the offer to us or there is a material change in the terms of the sale, assignment or other transfer, we shall again have a right of first refusal herein provided.

(a) Transfer of Major Interest. In the event you desire to make any sale, assignment or other transfer that results in a transfer of more than 50% of the capital stock or of the partnership interest of a corporation, partnership, LLC or other entity organized and wholly owned by you to which this Agreement has been assigned pursuant to Section 6.04, then we shall also have the option to purchase not only the interest being transferred but also the remaining interest so that we shall have a right of first refusal to purchase 100% of the ownership interest. The value of this 100% interest shall be determined on a basis proportionate to the price of the interest initially offered.

6.04 Assignment to Your Entity.

It is understood that you may assign and delegate this Agreement and your rights and obligations hereunder to a corporation, partnership or limited liability company ("LLC") organized by you for that purpose in which you own and control a majority of the equity and voting power of all issued and outstanding stock, general partnership interest or LLC membership interest, and without complying with Sections 6.01 and 6.03, provided that:

(a) The articles of incorporation, articles of partnership, partnership agreement, bylaws, LLC member agreements or other organizational documents of the corporation, partnership or LLC shall recite that the issuance and assignment of any interest therein is restricted by the terms of Sections 6.01 and 6.03 of this Agreement, and in the case of a corporation all issued and outstanding stock certificates of the corporation shall bear a legend reflecting or referring to the restrictions of Sections 6.01 and 6.03 in a form satisfactory to our legal counsel; and

(b) You shall furnish us at any time upon request, in form as we require, a list of all shareholders, directors, officers, partners or LLC members reflecting their respective interests in and positions with the entity; and

(c) All shareholders directors, officers, partners or LLC members sign a personal guaranty, in a form satisfactory to our legal counsel, of all obligations set forth in this Agreement; and

(d) The corporation, partnership or LLC shall at no time engage, directly or indirectly, in any similar business activity other than those directly related to the operation of the Business, pursuant to all terms and conditions of this Agreement; and

(e) We shall be given written notice of the assignment and delegation, and upon compliance with the foregoing, the corporation, partnership or LLC shall have all of said rights and obligations, and the term "You" as used herein shall refer to the corporation, partnership or LLC.

6.05 Consent Does Not Constitute Waiver.

Our consent to an assignment or transfer of any interest subject to the restrictions of this Article shall not constitute a waiver of any claims it may have against the transferring party, nor shall it be deemed a waiver of our right to demand exact compliance with any of the terms or conditions hereof by transferee.

6.06 Transfer or Assignment By Us.

This Agreement is fully assignable by us in whole or in part and shall inure to the benefit of any assignee or other legal successor to our interest herein.

ARTICLE 7. ADDITIONAL LIMITATIONS AND PROVISIONS

7.01 Independent Status.

This Agreement and the activities pursuant hereto do not and will not be deemed to create any relationship between us and you or any other party of agency, partnership, joint venture or employment, or any other relationship except that of franchisor and franchisee (except when this Agreement expressly authorizes us to act as attorney-in-fact for you in specified circumstances). We shall have no right to control any of your employees, including the terms and conditions of their employment. You are and shall be solely an independent contractor and franchisee. Without limiting the foregoing, you shall not incur any obligation or indebtedness on our behalf; shall only contract or otherwise incur any obligation or indebtedness only in your own name, which, if you are a corporation, partnership or LLC, shall at no time include our name or Marks or any part thereof, or be so similar thereto so as to be in any way misleading; and you shall otherwise comply with the provisions of Section 3.07 set forth above.

7.02 Whole Agreement; Amendments; Construction.

This Agreement, together with the Franchise Disclosure Document (including all Exhibits and State Addenda), contains the entire understanding of the parties, except for such additional agreements and understandings as may, concurrently herewith or hereafter be set forth in written agreements executed by both parties hereto. Subject to our right to modify the Manual as provided herein, no amendment or addition to this Agreement shall be effective unless in writing, executed by you and us. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or legal entity not a party hereto. The headings of the several sections and paragraphs hereof are for convenience only and do not define, limit or construe the contents of the sections or paragraphs. This Agreement shall be executed in multiple copies, each of which shall be deemed an original.

7.03 No Representations or Warranties

You specifically recognize and acknowledge that the success of the business venture contemplated by this Agreement depends largely upon your abilities as an independent businessperson, as well as other factors, such as market and economic conditions beyond our control. You acknowledge that you have entered into this Agreement after making a thorough, independent investigation of our operations and programs, and the competitive educational services market thereof, and not upon any representation, whether as to profits or potential success which you might expect to realize or otherwise.

7.04 Severability; Additional Assurances.

Should any provision of this Agreement be for any reason held invalid, illegal or unenforceable, that provision shall be deemed restricted in application to the extent required to render it valid and the remainder hereof shall in no way be affected and shall remain valid and enforceable for all purposes, both parties hereto declaring that they would have executed this Agreement without inclusion of the invalid, illegal or unenforceable provision. If any of the provisions of this contract are inconsistent with applicable state law, then the state law shall apply. To the extent that any provisions of Sections 3.06(e) or 5.03(h) are deemed unenforceable by virtue of its scope of area, prohibited business activity or length of time, but may be made enforceable by reductions of any or all provisions thereof, you and we agree that Sections 3.06(e) or 5.03(h) shall be enforced to the fullest extent permissible under the laws and public policies applied in the jurisdiction in which enforcement is sought. Although we prepared printed provisions of this Agreement, this Agreement shall not be construed either for or against either party, but shall be construed in accord with the general tenor of the language to reach a fair and equitable result.

7.05 Dispute Resolution and Remedies.

(a) Negotiation. If any dispute arises between the parties, before commencing any mediation or arbitration as set forth below, the parties will first attempt to negotiate a settlement among themselves for at least 30 days starting from written notice to the other party describing the nature of the dispute, the claim for relief and identity of one or more persons with authority to settle the dispute.

(b) Mediation. If the dispute is not resolved by negotiation within the 30-day period, either party may, at its option, begin mediation procedures. Mediation will be conducted by and under the rules of the American Arbitration Association in our then-current city and state (which is Dublin, California as of the date this Agreement is signed). The parties shall equally share the cost of mediation, such as the mediator's fee and cost of the facility. Mediation shall be for a minimum of 8 hours.

(c) Arbitration. If negotiation and mediation fail, it is agreed that any controversy or dispute arising out of or in connection with this Agreement and activities hereunder, including any termination or purported termination hereof, but subject to our rights under Section 5.03(i), shall be settled by arbitration in accordance with the Commercial Arbitration Rules, as then in effect, of the American Arbitration Association. The arbitration shall be conducted before an arbitrator who has at least 10 years experience in franchising and franchise law. Judgment upon the award rendered by the Arbitrator(s) may be entered in any state or federal court having jurisdiction and shall be final, binding and non-appealable. It is the intent of the parties that no claim arbitrated hereunder shall be arbitrated on a class wide basis. In the event that this Agreement is terminated by us on account of a claimed default by you, and without waiving any of our rights under Section 7.08 below, any objection or claim you have arising from the termination shall be deemed waived and released unless you deliver to us written demand for arbitration within 30 days following the effective date of the termination; provided, however, that this waiver and release of claims shall not apply with respect to any claim arising under applicable state law. The failure of either party to object to, or exercise any remedy on account of, any failure or performance hereunder by the other party shall not constitute a waiver of any other failure of performance of the same or different nature.

7.06 Notices.

All notices required or permitted hereunder shall be in writing, shall be deemed given when received, and shall be personally delivered to or sent by registered or certified mail, return receipt requested, or by telecopy or facsimile (provided the sender has confirmation of successful transmission), and may include electronic communication (such as email, provided the sender has confirmation of receipt via www.readnotify.com or similar service), addressed as follows:

To Us: Attn: Praveen Gupta, CEO
6599 Dublin Blvd., Suite C

Dublin, CA 94568
mailto:pgupta2280@gmail.com

To You: ______________________________
____
____
____
____

Either party may change the address for notices by written notice to the other in accordance with the foregoing.

7.07 Successors and Assigns; Governing Law; Jurisdiction

Subject to the above provisions concerning assignments and transfers by you, this Agreement shall inure to the benefit of and be binding upon the successors, assigns and legal representatives of the parties hereto.

Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et. seq.) or other applicable state law, this Agreement shall be construed in accordance with, and governed by, the laws of the State where our principal business address is then located. If a claim is asserted in any legal proceeding, or in arbitration, you agree all actions must be commenced in the state, and in the state or federal court of general jurisdiction (or arbitration site) closest to where our principal business address is then located, and you irrevocably submit to the jurisdiction of those courts and waive any objection you might have to either jurisdiction or venue in those courts (or arbitration site).

7.08 Limitation of Claims

Except for claims arising from your nonpayment or underpayment of amounts due us, and subject to Section 7.05 hereof, any and all claims arising out of or relating to this Agreement will be barred as a claim, counterclaim, defense or set off unless a proceeding is commenced within one (1) year from the occurrence of the facts giving rise to such claims or 180 days from either the actual discovery of the facts giving rise to such claims or from the date on which the party asserting the claim knew or should have, in the exercise of reasonable diligence, discovered such facts. Claims arising under a termination by us must be made within 30 days of the termination date or they will be barred.

7.09 Waiver of Punitive Damages

We and you (and your owners and guarantors, if applicable) hereby waive to the fullest extent permitted by law, any right to or claim for any punitive or exemplary damages against the other and agree that, subject only to the early termination provisions of Section 5.03(c) and options of Section 5.03(d), in the event of a dispute each shall be limited to the recovery of any actual damages sustained.

7.10 Acknowledgment of Understanding; Opportunity to Consult

You acknowledge reading and understanding this Agreement, including any attachments hereto, and agreements relating thereto, if any, and that we have given you ample time and opportunity to consult with an attorney, accountant or other advisor of your own choosing about the potential benefits and risks of entering into this Agreement.

7.11 Attorney Fees

In connection with any suit or proceeding, brought by either party to enforce any of their respective rights under this Franchise Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its reasonable attorney's fees, costs and expenses of litigation incurred therein.

In Witness Whereof, the parties hereto have executed this Agreement as of this _____ day of ___________, 20____.

(Franchisor) ("We")	Franchisee ("You")
By___________________________	By___________________________
Title______________________	Print Name: ________________________

Exhibit 1 to Franchise Agreement

The Designated Territory referred to in subparagraph (b) of Section 2.01 is:

________ ________
initials initials

EXHIBIT C

LIST OF CURRENT FRANCHISEES AND FORMER FRANCHISEES

EXHIBIT C

LIST OF CURRENT FRANCHISEES AND FORMER FRANCHISEES

List of current franchisees as of December 31, 2019:

Tri Valley Kids Academy, LLC
21001 San Ramon
Valley Blvd, D2
San Ramon, CA 94583
(925) 330-4287

Brainiac Kids Inc,
194 Francisco Ln, St 208,
Fremont, CA 94539
(510) 449-6987

Tri Valley Training and Consulting Academy, Inc.
2733 Stoneridge Dr., St 101,
Pleasanton, CA 94588
(925) 557-5294

Tri Valley Kids Academy, LLC
1400 S Durant Terrace
Mountain House, CA 94588
(925) 330-4287

GG's LLC
1983 B Second Street
Livermore, CA 94550
(248) 214-1022

List of former franchisees as of December 31, 2019:

Learning Wizards, LLC
2217 San Ramon Valley Blvd, St H,
San Ramon, CA 94583
(925) 405-6463

S&K sons, Inc.
2226 Camino Ramon
San Ramon, CA 94583
(925) 895-3426

EXHIBIT D

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

EXHIBIT D

LIST OF STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Business Oversight One Sansome Street, Suite 600 San Francisco, CA 94104 415-972-8559 1-866-275-2677	Praveen Gupta 6599 Dublin Blvd. – Suite C Dublin CA 94568
CONNECTICUT	Securities and Business Investment Division Connecticut Department of Banking 44 Capitol Avenue Hartford, CT 06106 203-240-8299	Connecticut Banking Commissioner Same Address
FLORIDA	Department of Agriculture & Consumer Services Division of Consumer Services Mayo Building, Second Floor Tallahassee, FL 32399-0800 850-245-6000	Same
GEORGIA	Office of Consumer Affairs 2 Martin Luther King Drive, S.E. Plaza Level, East Tower Atlanta, GA 30334 404-656-3790	Same
HAWAII	State of Hawaii Business Registration Division Securities Compliance Branch Dept. of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, HI 96813 808-586-2722	Hawaii Commissioner of Securities Same Address
ILLINOIS	Franchise Division Office of the Attorney General 500 South Second Street Springfield, IL 62706 217-782-4465	Illinois Attorney General Same Address
INDIANA	Securities Commissioner Indiana Securities Division 302 West Washington Street, Room E 111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, IN 46204
IOWA	Iowa Securities Bureau Second Floor Lucas State Office Building Des Moines, IA 50319 515-281-4441	Same
KENTUCKY	Kentucky Attorney General's Office Consumer Protection Division 1024 Capitol Center Drive Frankfort, KY 40602 502-696-5389	Same

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
LOUISIANA	Department of Urban & Community Affairs Consumer Protection Office 301 Main Street, 6th Floor One America Place Baton Rouge, LA 70801 504-342-7013 (gen. info.) 504-342-7900	Same
MAINE	Department of Business Regulations State House - Station 35 Augusta, ME 04333 207-298-3671	Same
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202 410-576-6360	Maryland Securities Commissioner Same Address
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division Antitrust and Franchise Unit 670 Law Building Lansing, MI 48913 517-373-7117	Michigan Department of Commerce Corporations and Securities Bureau Same Address
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 500 St. Paul, MN 55101 651-296-4026	Minnesota Commissioner of Commerce Same Address
NEBRASKA	Department of Banking and Finance 1230 "O" Street, Suite 400 Lincoln, NE 68508 P.O. Box 95006 Lincoln, Nebraska 68509-5006 Tele: 402-471-2171	Same
NEW HAMPSHIRE	Attorney General Consumer Protection and Antitrust Bureau State House Annex Concord, NH 03301 603-271-3641	Same
NEW YORK	Bureau of Investor Protection and Securities New York State Department of Law 120 Broadway, 23rd Floor New York, NY 10271 212-416-8222	Secretary of State of New York 41 State Street Albany, New York 12231 Mrs. Lassoff 212-416-8236 Mr. Grimes 212-416-8235
NORTH CAROLINA	Secretary of State's Office/Securities Division Legislative Annex Building 300 Salisbury Street Raleigh, NC 27602 919-733-3924	Secretary of State Secretary of State's Office 300 Salisbury Street Raleigh, NC 27602
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 701-328-4712; Fax: 701-328-0140	North Dakota Securities Commissioner Same Address

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
OHIO	Attorney General Consumer Fraud & Crime Section State Office Tower 30 East Broad Street, 15th Floor Columbus, OH 43215 614-466-8831 or 800-282-0515	Same
OKLAHOMA	Oklahoma Securities Commission 2915 Lincoln Blvd. Oklahoma City, OK 73105 405-521-2451	Same
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, OR 96310 503-378-4387	Director Department of Insurance and Finance Same Address
RHODE ISLAND	Securities Division Department of Business Regulation 1511 Pontiac Avenue John O. Pastore Center – Building 69-1 Cranston, RI 02920 401-222-3048	Director of the Rhode Island Department of Business Regulation Rhode Island Attorney General 1511 Pontiac Avenue John O. Pastore Center – Building 69-1 Cranston, RI 02920
SOUTH CAROLINA	Secretary of State P.O. Box 11350 Columbia, SC 29211 803-734-2166	Same
SOUTH DAKOTA	Department of Commerce and Regulation Division of Securities 445 E. Capitol Avenue Pierre, SD 57501-3185 605-773-4823	Director of South Dakota Division of Securities Same Address
TEXAS	Secretary of State Statutory Documents Section P.O. Box 12887 Austin, TX 78711-2887 512-475-1769	Same
UTAH	Utah Department of Commerce Consumer Protection Division 160 East 300 South (P.O. Box 45804) Salt Lake City, UT 84145-0804 TELE: 801-530-6601 FAX: 801-530-6001	Same
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501 360-902-8762	Director, Dept. of Financial Institutions Securities Division 150 Israel Rd S.W. Tumwater, WA 98501

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
WISCONSIN	Wisconsin Dept. of Financial Institutions Division of Securities 345 W. Washington Avenue, 4th Floor Madison, WI 53703 608-266-8557	Wisconsin Commissioner of Securities Same Address

EXHIBIT E

STATE-SPECIFIC ADDENDA

EXHIBIT E

STATE LAW ADDENDA TO FRANCHISE DISCLOSURE DOCUMENT AND FRANCHISE AGREEMENT

The following modifications are to the Brilliant Minds Franchise Disclosure Document and may supersede, to the extent then required by valid applicable state law, certain portions of the Franchise Agreement.

CALIFORNIA

1. The California Franchise Investment Law requires a copy of all proposed agreements relating to the sale of the franchise be delivered together with the Franchise Disclosure Document.

2. No litigation is required to be disclosed in this Franchise Disclosure Document and no person or entity identified in Items 1 or 2 of this Franchise Disclosure Document is subject to a currently effective injunctive order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling any person from membership in that association or exchange.

3. California Business and Professions Code Section 20000 through 20043 provide rights to the franchisee concerning termination or non renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

4. The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. Sec. 101 et seq.).

5. The franchise agreement contains a covenant not to compete, which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. The franchise agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

7. The franchise agreement (except for certain equitable and injunctive relief) requires binding arbitration of all disputes before the American Arbitration Association. Arbitration will occur in our then-current home state at a location closest to our principal business address (currently Dublin, California). The franchise agreement does not address costs of arbitration, so each side would generally pay its own costs.

8. Prospective franchisees are encourage to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

9. The franchise agreement requires application of the laws of the State of Texas. This provision may not be enforceable under California law.

10. Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

11. You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§31000 through 31516). Business and Professions Code §20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§20000 through 20043).

12. OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AT http://www.dbo.ca.gov/

EXHIBIT F

STATEMENT OF FRANCHISEE

EXHIBIT F
STATEMENT OF FRANCHISEE

To be Completed in Prospective Franchisee's <u>Own</u> Handwriting

As you know, Brilliant Minds Franchising, Inc. ("we", "us", "our") and you are preparing to enter into a Franchise Agreement (referred to below as the "Franchise Agreement") for the operation of a Brilliant Minds franchise. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized and that may be untrue, inaccurate or misleading. Please review each of the following questions carefully and provide honest and complete responses to each question. . .

1. Have you received and personally reviewed the Franchise Agreement and all attached exhibits?

Yes _____ No _____

2. Do you understand all of the information contained in the Franchise Agreement and attached exhibits?

Yes _____ No _____

If No, what parts of the Franchise Agreement do you not understand? (Attach additional pages, if necessary.)

____
____
____
____
____

3. Have you received and personally reviewed our disclosure document that was provided to you?

Yes _____ No _____

4. Did you sign a receipt for the disclosure document indicating the date you received it?

Yes _____ No _____

5. Do you understand all of the information contained in our disclosure document?

Yes _____ No _____

If No, what parts of the disclosure document do you not understand? (Attach additional pages, if necessary.)

____
____

____

____

____

____

6. Have you discussed the benefits and risks of operating a Brilliant Minds franchise with an attorney, accountant, or other professional advisor?

Yes _____ No _____

7. Do you understand that the success or failure of your Brilliant Minds franchise will depend in large part upon your skills and abilities, competition from other education service competitors, interest rates, inflation, labor costs and other economic and business factors?

Yes _____ No _____

8. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a Brilliant Minds franchise?

Yes _____ No _____

9. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a Brilliant Minds franchise?

Yes _____ No _____

10. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue a Brilliant Minds franchise will generate?

Yes _____ No _____

11. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you may incur in operating a Brilliant Minds franchise that is contrary to or different from, the information contained in the disclosure document?

Yes _____ No _____

12. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a Brilliant Minds franchise?

Yes _____ No _____

13. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning the advertising, marketing, training, support service or assistance that we will furnish to you that is contrary to, or different from, the information contained in the

disclosure document?

Yes _____ No _____

14. Have you entered into any binding agreement with us concerning the purchase of this franchise prior to today?

Yes _____ No _____

15. Have you paid any money to us before today?

Yes _____ No _____

If you answered "Yes" to any one of questions 8-15, please provide a full explanation of each "yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.) If you have answered "No" to each of questions 8-15, please leave the following lines blank.

____
____
____
____
____
____

Please understand that your responses to these questions are important to us and that we are relying on them in granting you a Brilliant Minds franchise. By signing this Statement of Franchisee, you are representing that you have responded truthfully to the above questions.

FRANCHISEE

By: ______________________________

Print Your Name Here: ______________________________

Date: ______________________________, 20____

EXHIBIT G

Receipts

EXHIBIT G

RECEIPT
(Retain This Copy)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Brilliant Minds Franchising, Inc. offers you a franchise, Brilliant Minds Franchising, Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Brilliant Minds Franchising, Inc. or an affiliate in connection with the proposed franchise sale.

If Brilliant Minds Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit D**.

The name, principal business address and telephone number of each franchise seller offering the franchise is Praveen Gupta and Binita Gupta , 6599 Dublin Blvd. – Suite C, Dublin CA 94568 (510) 579 8948.

See **Exhibit D** for our registered agents authorized to receive service of process. Our authorized agent for service of process in California is Praveen Gupta, 6599 Dublin Blvd. – Suite C, Dublin CA 94568.

I have received a disclosure document dated __________, 2020 that included the following Exhibits:

Exhibit A:	Financial Statements
Exhibit B:	Franchise Agreement
Exhibit C:	List of Current Franchisees and Former Franchisees
Exhibit D:	List of State Agencies and Agents for Service
Exhibit E:	State-Specific Addenda
Exhibit F:	Statement of Franchisee
Exhibit G:	Receipts

______________	______________	______________
Date	Signature	Printed Name
______________	______________	______________
Date	Signature	Printed Name

Please retain this copy for your records.

EXHIBIT G

RECEIPT
(Our Copy – Please sign, date and return this copy to us)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Brilliant Minds Franchising, Inc. offers you a franchise, Brilliant Minds Franchising, Inc. must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Brilliant Minds Franchising, Inc. or an affiliate in connection with the proposed franchise sale.

If Brilliant Minds Franchising, Inc. does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580, and the appropriate state agency identified on **Exhibit D**.

The name, principal business address and telephone number of each franchise seller offering the franchise is Praveen Gupta and Binita Gupta, 6599 Dublin Blvd. – Suite C, Dublin CA 94568 (510) 579 8948.

See **Exhibit D** for our registered agents authorized to receive service of process. Our authorized agent for service of process in California is Praveen Gupta, 6599 Dublin Blvd. – Suite C, Dublin CA 94568.

I have received a disclosure document dated __________, 2020 that included the following Exhibits:

Exhibit A:	Financial Statements
Exhibit B:	Franchise Agreement
Exhibit C:	List of Current Franchisees and Former Franchisees
Exhibit D:	List of State Agencies and Agents for Service
Exhibit E:	State-Specific Addenda
Exhibit F:	Statement of Franchisee
Exhibit G:	Receipts

____________	____________	____________
Date	Signature	Printed Name
____________	____________	____________
Date	Signature	Printed Name

Please sign this copy of the receipt, date your signature, and return it to us.