

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation and/or litigation only in Virginia. Out-of-state mediation or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Virginia than in your own state.
- ~~2. **Fee and Disbursement Process**. The franchisor or affiliate is collecting all payments and deducting any fees the franchisee may owe before the franchisee can receive any payments.~~
- ~~3.2.~~ **Supplier Control**. You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.
- ~~4.3.~~ **Financial Condition**. The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
- ~~5.4.~~ **Unopened Franchises**. The Franchisor has signed a significant number of Franchise Agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you may also experience delays in opening your own outlet.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

~~Mr. Maddox also acted as a sales representative for Luna from May 2017 until December 2017. Prior to that time, Mr. Maddox was a Department Manager for Lowes from May 2015 to May 2016. Tim is the son of David Maddox.~~ [Tim is the son of David Maddox.](#)

Ben MacGowen Chief Operating Officer

Ben MacGowen has served as our Chief Operations Officer since November 2021, and prior to assuming that position, served as our Director of Business Development since May 2021 and Franchise Launch Manager since September 2019. Mr. MacGowen has also served on the Board of Directors of our affiliate Cornerstone since 2014. ~~Mr. MacGowen served as a substitute teacher at the Mason Classical Academy in Naples, Florida from November 2018 until May 2019. Prior to that time, Mr. MacGowen was General Manager of Synergy CTS, in Naples, Florida from May 2015 to November 2018.~~

Thomas Fremont Chief Operating Officer, Hi-5 Processing

Thomas Fremont has served as the Chief Operating Officer of Hi-5 Processing since June 2024. From April 2021 to the present, Mr. Fremont has been the Owner and President of LEAP Franchise Consulting in Warrenton, Virginia. Mr. Fremont previously served as Director of Business Development from our inception in December 2018 until May 2021. Mr. Fremont also worked with our affiliate, Cornerstone, as its Director of Business Development from August 2018 to May 2021, and as Director of Human Resources from November 2016 to August 2018, in Warrenton, Virginia.

ITEM 3:

LITIGATION

New Age Real Estate Developers Ltd., Accra v. Cornerstone Investments Ghana Ltd. et al., High Court of Justice, Republic of Ghana, Suit No. CM/0309/2016. On April 8, 2016, Cornerstone Investments Ghana Ltd. ("CIG"), for which David Maddox is the Managing Director and shareholder, filed an action in the High Court of Justice in the Republic of Ghana against New Age Real Estate Developers Ltd. ("New Age") relating to a lease agreement under which CIG leased crushing and related equipment to New Age. On April 27, 2016, New Age filed the action described above against CIG, David Maddox as the Managing Director and shareholder of CIG, and Ziad Merhab, alleging that the defendants engaged in deceit relating to the crushing equipment leased to CIG. CIG's request for relief includes setting aside the lease agreement, a refund of \$145,000 and interest, an order restricting the defendants from selling the equipment, and attorney fees. On May 16, 2016, CIG and Mr. Maddox filed their statements of defense, denying the allegations and asserting counterclaims against New Age. A principal of New Age is now deceased and the matter remains pending without change.

Except for the action described above, no litigation is required to be disclosed in this Item.

ITEM 4:

BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

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.

Background and ABA Businesses Reported:

Presented below are certain historical financial results relating to calendar year ~~2023~~2024. The Affiliate ABA Businesses and the Franchised Businesses included in this Item 19 are referred to as the "**Included Businesses**." Additional information about the Included Businesses is provided below.

- **Affiliate ABA Businesses** - As described in Item 1 of this disclosure document, the Division is our affiliate and it first developed the System in 2015 and, before the launch of our system, the Division operated nine offices offering behavioral therapy services under the name "ABC Behavior." One began operating in 2015, four began operating in 2017, and four others began operating in 2018. In 2019 following the launch of the "Hi-5 ABA" franchise program, the Division consolidated its offices into one business, incorporated the "Hi-5 ABA" name into its existing operations, and began operating as a licensee of our System. During 2019 through 2024, the Division operated its consolidated business and served clients in multiple areas of Northern and Central Virginia. While the size and number of personnel will vary among businesses, the Division's business is substantially similar to how franchisees will operate, as further described below. Additionally, in 2022, an additional Affiliate ABA Business began operating and it is part of the Included Businesses.
- **Franchises** - We began offering franchises in March 2019. At the beginning of 2024, there were 26 franchisees (including ABC Behavior operating as a franchisee), and during 2024, 8 additional franchisees began operating (of which two billed for ABA services provided to clients during at least six months of 2024), and 5 franchisees ceased operating (of which one billed for ABA services provided to clients during at least six months of 2024). We did not include in this Item 19 data from any franchisees that have not been operational and providing ABA Services to clients for at least six months by the end of 2024 and did not include the franchisees that ceased operating.

Information Reported Regarding the Included Businesses:

The tables below provide the following categories of data for each of the applicable ABA Businesses during the 2024 calendar year: the total revenues billed during 2024; the total revenues collected during 2024; the average monthly billings during the last three months of 2024; the number of weeks for which billable work was recorded in 2024; the number (as a high and low range) of BCBA's who worked for the business during 2024; the number of separate clients that each business served during 2024 (as low and high of range); and information regarding the low, and high ~~and average~~ revenues measured by monthly billings based on a per client basis, number of clients (low month and high month). Please read carefully all of the information

ABA Business (note 1)	2024 Total Billings (note 2)	2024 Total Revenue Collected (note 3)	No. of Weeks Billing in 2024	No. of BCBA's (Low /high) (notes 4 and 5)	Q4 2024 Monthly Average Total Billings (note 2)
19	\$779,887.78	\$788,616.96	52	1 / 2	\$65,314.50
20	\$625,866.08	\$562,295.49	52	2 / 2	\$72,174.69
21	\$6,847,253.79	\$6,425,922.26	52	9 / 13	\$587,000.61
22	\$604,140.15	\$541,111.41	46	1 / 2	\$45,577.53
23	\$13,986.25	\$5.00	26	1 / 3	\$1,708.92

Table 2:

ABA Business (note 1)	No. Clients Low (note <u>76</u>)	No. Clients High (note <u>76</u>)	Client Billings - Low Client No. Month (note <u>87</u>)	Client Billings - High Client No. Month (note <u>87</u>)
Affiliate Business #1	59	79	\$245,516.04	\$339,588.93
Affiliate Business #2	8	13	\$8,632.94	\$32,655.72
<i>Non-Affiliated Franchised Businesses</i>				
1	28	44	\$139,447.41	\$196,679.41
2	46	74	\$59,324.33	\$234,913.24
3	5	8	\$5,931.69	\$17,667.49
4	1	8	\$554.34	\$8,135.49
5	4	13	\$1,005.28	\$30,799.76
6	14	25	\$6,896.38	\$52,353.84
7	6	55	\$1,560.00	\$96,112.25
8	1	7	\$187.50	\$17,687.17
9	20	31	\$25,034.75	\$64,648.50
10	23	27	\$89,129.63	\$75,208.73
11	1	3	\$3,173.12	\$9,117.81
12	4	5	\$11,834.61	\$15,044.26
13	8	13	\$37,068.13	\$42,808.31

ABA Business (note 1)	No. Clients Low (note 7 6)	No. Clients High (note 7 6)	Client Billings - Low Client No. Month (note 8 7)	Client Billings - High Client No. Month (note 8 7)
14	12	19	\$13,958.95	\$53,933.18
15	5	8	\$26,152.67	\$25,620.34
16	13	16	\$41,401.50	\$47,210.34
17	1	2	\$4,129.67	\$2,002.50
18	5	8	\$13,309.12	\$32,772.87
19	8	10	\$69,722.52	\$63,923.31
20	5	14	\$10,187.25	\$70,546.32
21	114	184	\$499,830.14	\$604,389.88
22	8	17	\$8,725.50	\$81,338.46
23	1	4	\$1,723.00	\$3,767.50

Notes to Tables.

1. **ABA Businesses and Areas of Operations.** Under the Franchise Agreement, franchisees are generally authorized to perform services within a specific state. The geographic scope in which franchisees will actually perform services within that state will vary on a number of factors, including the number of BCBA's and Technicians that the Franchised Business has on staff and where those staff are geographically located (due to the fact that ABA Services are provided in person and therefore driving distance is a factor relevant to the services that they provide). For Affiliate ABA Business #1 shown in the table, the Division operated it with BCBA's acting as Independent Contractors and with Technicians as employees. Its BCBA's were located throughout Virginia operating in different regions of the state with different insurance payors.
2. **Total Billings.** The column titled "2024 Total Billings" in Table 1 reflects the total dollar amount for ABA Services that were billed to clients or insurers of the Included Businesses during 2024, based on the invoices submitted for payment for the billable hours of the ABA Services provided by the BCBA's and Technicians of the Included Businesses. This amount may vary from the revenues collected during the same time period (information regarding the dollar amounts *collected* during the year is in the column "Total Revenue Collected" and below in Note 3). The column titled "Q4 2024 Monthly Average Billings" in Table 1 reflects, for each of the Included Businesses, the average dollar amount for ABA Services that were billed to clients or insurers on a *per month* basis the months October, November and December 2024.
3. **Revenues and Centralized Billing Process.** ABA Businesses generate revenue based on the ABA Services that they provide to clients through their BCBA's and Technicians.

EXHIBIT G

Current Franchisees (as of December 31, 2024)

Franchise Name	Business Address	Phone Number	Contact
Arizona			
Infinite ABA, LLC	4100 South Pinelake Way, Chandler, AZ 85249	(480) 645-1255	Tracey Harris
Child Consulting by Donna, LLC	88 S Sycamore St. Florence, AZ 85132	(520) 840-0697	Donna Salazar
Elianita De Paula	12418 W Orangewood Ave, Glendale, AZ 85307	(602) 898-5689	Elianita De Paula
California			
Dreampath Behavioral Services, LLC	7451 Brigadoon Way Dublin, CA 74568	(408) 600-7299	Christopher Jordan
Vida for Autism, LLC	13272 Garber St. Pacoima, CA 91331	(818) 350-3839	Edwin Cruz
Cain Behavioral Services, LLC	2250 85th Avenue Oakland, CA. 94605	(510) 227-4787	Ke'Aarre Cain
Georgia			
ABA Direct, LLC	2924 Two Lakes Circle Ellenwood, GA 30294	(646) 420-6837	Patrick Thorbourne
Illinois			
Onward ABA, Inc.	311 S 12 th Ave St. Charles, IL 60174	(630) 862-7159	Elizabeth Schwebemeyer
Indiana			
Renew Behavior Services	524 North Elm St. Seymour, IN 47274	(812) 569-4884	Michelle Hickman
Maryland			
Blossom Therapy Services, LLC* (but not yet operating but franchisee operates franchises in other states)	901 H St NE Apt 740 Washington D.C. 20002	(304) 546-2463	Shawna Tyree
Massachusetts			
Foundational Pathways Learning Center	176 Worcester-Providence Turnpike Suite 101A Sutton, MA 01590	(774) 482-1110	Cassandra Chizy
Michigan			
Thriving Kids Behavioral Services, Inc.	17274 Magnolia Pkwy Southfield, MI 48075	(517) 528-8886	Chanelle Reeves
Budding Behavior Services	33923 Ryan Road Sterling Heights, MI 48310	(586) 884-7052	Mariah Harrison

North Carolina			
Brighterlife Psychological and Behavioral Services, PLLC* <i>(not operating as of 12/31/2024)</i>	4413 Wedgewood Drive, Raleigh, NC 27604	(919) 649-5138	Akaosa Eleanya
New Jersey			
Breakthrough Behavior Services	537 Wahnetah Dr. Bound Brook, NJ 08805	(732) 735-7082	Cheryl Tibberts
The Special Education Teacher, LLC	147 Ford Avenue Ford, NJ 08863	(732) 934-5402	Vanessa Zanetich
Ohio			
Silver Lining Group Morrow CO LLC	1033 Larchwood Road, Mansfield, OH 44907	(614) 557-9557	Kristen Wilcock
Oklahoma			
Scissortail Therapy Services, LLC	1420 Vulcan Cir. Edmond, OK 73003	(501) 881-0926	Richard Batchelor
The Behavioral Edge, LLC	2908 Mustang Trail Edmond, OK 73114	(630) 464-4363	Amanda Lucas
Oregon			
Mighty Oak ABA	327 SE 139 th Ave Portland, OR 97233	(818) 427-6126	Nirvana Kowlessar
Texas			
Lake Pointe Resource Center	2205 Tanton Sound Ct. Granbury, TX 76049	(682) 333-1555	Madalyn Cano
Elite ABA, Inc.	5201 Memorial Dr. Houston, TX 77007	(254) 394-5364	Tonnika Davenport
Be You, Inc	3802 Watercrest Road Killeen, TX 76549	(325) 232-4551	Shomari King
Virginia			
ABA Support Systems, Inc.	708 Mount Cross Rd., Suite A, Danville, VA 24540	(434) 835-2943	Cheri Arnn
Liam's Chance Behavioral Services	802 W. 14th St. Front Royal, VA 22630	(571) 393-0202	Rachel Paugh
Awesome Minds, LLC* <i>(not operating as of 12/31/2024)</i>	1307 Benicia Lane, Herndon VA 20170	(703) 981-5604	Sakin Mire
Impact ABA, LLC	605 Smartts Lane NE Leesburg, VA 20176	(703) 737-7985	Janet Rogers
Functional Behavior Intervention 4 All, LLC	6129 Southern Comfort Dr. Midland, VA 22728	(540) 618-1735	Shannon Perrault
Prepping for Perfection, LLC	1353 Nesbitt Dr. Virginia Beach, VA 23452	(757) 581-3897	Stacey Coward

Hawaii Disclosure Addendum

The [Franchise Disclosure Document for use in the State of Hawaii](#) is amended to include the following ~~paragraphs are to be added in the state cover page~~:

THESE FRANCHISES WILL BE FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE COMMISSIONER OF SECURITIES, DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, AND THIS ADDENDUM, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS ADDENDUM AND THE DISCLOSURE DOCUMENT CONTAIN A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND FRANCHISEE.

No statement, questionnaire or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

The name and address of the Franchisor's agent in this state authorized to receive service of process is: Commissioner of Securities, Department of Commerce and Consumer Affairs, Business Registration Division, Securities Compliance Branch, 335 Merchant Street, Room 203, Honolulu, Hawaii 96813.

[In Item 5, the paragraphs under "Initial Franchise Fee" are amended with the addition of following:](#)

[We will defer payment of the Initial Franchise Fee owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement. Our "pre-opening" obligations relate to the services or other actions that we must complete before you are authorized by us to begin operating and offering services to clients. The State of Hawaii Department of Commerce and Consumer Affairs has imposed this deferral requirement because of our financial condition.](#)

This addendum will apply only if the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., would apply independently without referring to this addendum.

Illinois Disclosure Addendum

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44 the Disclosure Document for Hi-5 ABA, Inc. for use in the State of Illinois is amended as follows:

1. In Item 5, the paragraphs under “Initial Franchise Fee” are amended with the addition of following:

~~We~~ Payment of all initial franchised fees will ~~defer payment of the Initial Franchised Fee owed by you to us~~ be deferred until ~~we have completed our pre-opening~~ Franchisor has met its initial obligations ~~under the Franchise Agreement. Our “pre-opening” obligations relate to the services or other actions that we must complete before you are authorized by us to begin operating~~ to franchisee, and ~~offering services to clients. The franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of Illinois Attorney General’s Office has imposed this deferral requirement because of our~~ General due to Franchisor’s financial condition.

2. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," will be amended by the addition of the following:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the franchise agreement that designates jurisdiction or venue outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your right upon termination and non-renewal of a franchise agreement are set forth in Sections 19 and 20 of the Illinois Franchise Disclosure Act.

3. Item 1 of the Disclosure Document, under “Industry-Specific Regulations” is amended by the addition of the following:

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2 (West 2016); Medical Practice Act of 1987, 225 ILCS 60/ (West 2016); and Prohibition Against Fee Splitting at 225 ILCS 60/22.2 (West 2016). If these laws apply to Applied Behavioral Analysis services, and you wish to operate a Hi-5 ABA Business in Illinois, you must comply with these and any other applicable laws.

IF SERVICES OF THE NATURE DESCRIBED IN THIS DISCLOSURE DOCUMENT REQUIRE LICENSURE IN ILLINOIS AND YOU ARE NOT LICENSED IN ILLINOIS TO PROVIDE SUCH SERVICES, YOU SHOULD RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

4. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Maryland Disclosure Addendum

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Disclosure Document for Hi-5 ABA, Inc. for use in the State of Maryland is amended as follows:

41. The following information is added to the cover page of the Franchise Disclosure Document:

Fee and Disbursement Process. The franchisor or affiliate is collecting all payments and deducting any fees the franchisee may owe before the franchisee can receive any payments.

2. In Item 5, the paragraphs under “Initial Franchise Fee” are amended with the addition of following:

We will defer payment of the Initial Franchise Fee owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement. Our “pre-opening” obligations relate to the services or other actions that we must complete before you are authorized by us to begin operating and offering services to clients. The Maryland Securities Division has imposed this deferral requirement because of our financial condition.

23. Item 17, “Renewal, Termination, Transfer, and Dispute Resolution,” is amended by the addition of the following language:

The general releases required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

The Franchisee may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

The Franchise Agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C. § 101 et seq.).

Pursuant to the Interpretive Opinion “Adopting NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments” dated January 23, 2023, issued by the State of Maryland Office of the Attorney General Securities Division (the “Division”), the Division requires franchisors selling franchises that are subject to the Maryland Franchise Registration and Disclosure Law to provide the following legend: “No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This

provision supersedes any other term of any document executed in connection with the franchise.”

| 34. This addendum will apply only if the Maryland Franchise Registration and Disclosure Law would apply independently without referring to this addendum.

Virginia Disclosure Addendum

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document of Hi-5 ABA, Inc. is amended as follows:

1. The page of this FDD titled “Special Risks to Consider About *This Franchise*” is supplemented with the addition of the following:

Supplier Control. You must purchase all or nearly all of the inventory, supplies, or services that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set (see Item 8). These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

2. In Item 5, the paragraphs under “Initial Franchise Fee” are amended with the addition of following:

We will defer payment of the Initial Franchise Fee owed by you to us until we have completed our pre-opening obligations under the Franchise Agreement. Our “pre-opening” obligations relate to the services or other actions that we must complete before you are authorized by us to begin operating and offering services to clients. The Virginia State Corporation Commission, Division of Securities and Retail Franchising has imposed this deferral requirement because of our financial condition.

- ~~2.3.~~ Item 17, Additional Disclosure. The following statement is added to Item 17.h:

Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the Franchise Agreement does not constitute “reasonable cause,” as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable.

- ~~3.4.~~ This addendum will apply only if the Virginia Retail Franchising Act would apply independently without referring to this addendum.

Illinois Amendment to the Franchise Agreement

In recognition of the requirements of the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§ 705/1 to 705/44, the parties to the attached Hi-5 ABA, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Franchise Agreement, under the heading "Initial Franchise Fee," is amended by the addition of following new paragraph:

Payment of ~~the Initial Franchise Fee~~ all initial franchised fees will be deferred until ~~we have completed our pre-opening~~ Franchisor has met its initial obligations to ~~you under this Agreement~~ franchisee, and ~~you have begun to operate the Franchised Business.~~ franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of ~~the~~ Illinois Attorney General due to ~~our~~ Franchisor's financial condition. ~~At the time you are authorized and begin operating the Franchised Business, the deferred amount will be due to us.~~

2. Section 2 of the Agreement, under the heading "Term and Renewal," is amended by the addition of the following new paragraph 2.3, which will be considered an integral part of the Agreement:

2.3 If any of the provisions of this Section 2 are inconsistent with Section 20 of the Illinois Franchise Disclosure Act, the provisions of the Act will apply. If we refuse to renew this Agreement, we will compensate you if (and to the extent) such compensation is required under Section 20 of the Illinois Franchise Disclosure Act.

3. Section 17 of the Agreement, under the heading "Default and Termination," is amended by the addition of the following new paragraph 17.9, which will be considered an integral part of the Agreement:

17.9 If any of the provisions of this Section 17 concerning termination are inconsistent with Section 19 of the Illinois Franchise Disclosure Act, then said Illinois law will apply.

~~4. Section 27.7 of the Agreement, under the subheading "Must Bring Claims within One Year," is amended by adding the following language at the end of the paragraph:~~

~~Notwithstanding the provisions of Section 27.7, any claims arising under the Illinois Franchise Disclosure Act (the "Act") must be brought before the earlier to occur of: the expiration of 3 years after the act or transaction constituting the violation upon which the claim is based; the expiration of one year after the you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Act; or 90 days after delivery to you of a written notice disclosing the violation. No cause of action barred under existing law on the effective date of the Act will be revived by the Act. Every cause of action under the Act survives the death of any person who might have been a plaintiff or defendant.~~

54. Section 27 of the Agreement, under the heading "Applicable Law and Dispute Resolution," is amended by the addition of the following new Section 27.10, which will be considered an integral part of the Agreement:

27.10 ~~Nothing contained in this Section 27 will constitute a~~in conformance with Section 705/41 of the Illinois Franchise Disclosure Ac. any condition, stipulation, or provision purporting to bind any ~~Illinois Franchisee~~person to waive compliance with ~~any provision of~~ the Illinois Franchise Disclosure Act or any other Illinois law ~~(as long as the jurisdictional requirements of the Illinois Franchise Disclosure Act are met), including, without limiting the provisions of Section 705/41 of the Illinois Franchise Disclosure Act~~is void.

65. Section 5 of the Agreement, under the heading “Licensure and Accreditation Process” is amended by the addition of the following:

ILLINOIS PROHIBITS THE CORPORATE PRACTICE OF MEDICINE. UNLICENSED INDIVIDUALS AND ENTITIES ARE PROHIBITED FROM OWNING, OPERATING AND MAINTAINING AN ESTABLISHMENT FOR THE STUDY, DIAGNOSIS AND TREATMENT OF HUMAN AILMENTS AND INJURIES, WHETHER PHYSICAL OR MENTAL. See Medical Corporation Act, 805 ILCS 15/2 (West 2016); Medical Practice Act of 1987, 225 ILCS 60/ (West 2016); and Prohibition Against Fee Splitting at 225 ILCS 60/22.2 (West 2016). If these laws apply to Applied Behavioral Analysis services, and you wish to operate a Hi-5 ABA Business in Illinois, you must comply with these and any other applicable laws.

IF SERVICES OF THE NATURE DESCRIBED IN THIS AGREEMENT REQUIRE LICENSURE IN ILLINOIS AND YOU ARE NOT LICENSED IN ILLINOIS TO PROVIDE SUCH SERVICES, YOU SHOULD RETAIN AN EXPERIENCED ATTORNEY WHO WILL LOOK OUT FOR YOUR BEST INTERESTS IN THIS BUSINESS VENTURE.

6. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the Franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Illinois Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Hi-5 ABA, Inc.
Franchisor

Franchisee Entity

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Hawaii Amendment to the Franchise Agreement

In recognition of the requirements of the Hawaii Franchise Investment Law Rev. Stat. §§ 482E, et seq., the parties to the attached Hi-5 ABA, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Franchise Agreement, under the heading "Initial Franchise Fee," is amended by the addition of following new paragraph:

Payment of the Initial Franchise Fee will be deferred until we have completed our pre-opening obligations to you under this Agreement, and you have begun to operate the Franchised Business. This financial assurance requirement was imposed by the State of Hawaii Department of Commer and Consumer Affairs due to our financial condition. At the time you are authorized and begin operating the Franchised Business, the deferred amount will be due to us.

2. The Franchise is amended to include the following:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

3. This Amendment will apply only if the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, et seq., would apply independently without referring to this Amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Hawaii Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Hi-5 ABA, Inc.
Franchisor

Franchisee Entity

By:

By:

Name:

Name:

Title:

Title:

Maryland Amendment to the Franchise Agreement

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the parties to the attached Hi-5 ABA, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 2.2.6 of the Agreement, under the heading "Term and Renewal," is amended by the addition of the following:

The general releases required as a condition of renewal or sale will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

2. Section 4.1 of the Franchise Agreement, under the heading "Initial Franchise Fee," is amended by the addition of following new paragraph:

Payment of the Initial Franchise Fee will be deferred until we have completed our pre-opening obligations to you under this Agreement, and you have begun to operate the Franchised Business. This financial assurance requirement was imposed by the Maryland Securities Division due to our financial condition. At the time you are authorized and begin operating the Franchised Business, the deferred amount will be due to us.

3. Section 16.3 of the Agreement, under the heading "Transfers by You," is amended by the addition of the following:

The general releases required as a condition of assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Section 23.2 of the Agreement, under the heading "No Warranties or Guarantees" is deleted and replaced with the following:

We assume no liability or obligation to you by providing any waiver, approval, consent, or suggestion to you in connection with this Agreement, or by reason of any neglect, delay, or denial of any request therefor.

5. Section 27 of the Agreement, under the heading "Governing Law," and Section 27.10 of the Agreement, under the heading "Disputes," is amended by the addition of the following:

You may bring an action in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

6. Sections 27.7 of the Agreement, under the heading "Must Bring Claims Within One Year," is amended by the addition of the following:

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

7. Section 25 of the Agreement under the heading "Entire Agreement and Amendment," and Section 28 of the Agreement, under the heading "Acknowledgments," is amended by the following:

All acknowledgments or representations requiring prospective Franchisees to assent to a release, estoppel or waiver of liability are not intended to nor will they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

78. The Franchise is amended to include the following:

Pursuant to the Interpretive Opinion “Adopting NASAA Statement of Policy Regarding the Use of Franchise Questionnaires and Acknowledgments” dated January 23, 2023 (the “Interpretive Opinion”), issued by the State of Maryland Office of the Attorney General Securities Division (the “Division”), the Division requires franchisors selling franchises that are subject to the Maryland Franchise Registration and Disclosure Law to include the following statement in their franchise agreements: “No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.”

Accordingly, any statement, questionnaire, or acknowledgment in this Agreement that is not permitted under the Interpretive Opinion is deleted in its entirety and shall have no force or effect.

89. This amendment will apply only if the Maryland Franchise Registration and Disclosure Law would apply independently without referring to this amendment.

Virginia Amendment to the Franchise Agreement

In recognition of the requirements of the Virginia Retail Franchise Act, the parties to the attached Hi-5 ABA, Inc. Franchise Agreement (the "Agreement") agree as follows:

1. Section 4.1 of the Franchise Agreement, under the heading "Initial Franchise Fee," is amended by the addition of following new paragraph:

Payment of the Initial Franchise Fee will be deferred until we have completed our pre-opening obligations to you under this Agreement, and you have begun to operate the Franchised Business. This financial assurance requirement was imposed by the Virginia State Corporation Commission, Division of Securities and Retail Franchising due to our financial condition. At the time you are authorized and begin operating the Franchised Business, the deferred amount will be due to us.

2. This amendment will apply only if the Virginia Retail Franchising Act would apply independently without referring to this amendment.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Virginia Amendment to the Franchise Agreement on the same date as the Franchise Agreement was executed.

Hi-5 ABA, Inc.
Franchisor

Franchisee Entity

By:

By:

Name:

Name:

Title:

Title:

EXHIBIT M

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

STATES	EFFECTIVE DATE
California	PENDING
Hawaii	PENDING
Illinois	PENDING
Indiana	PENDING August 26, 2025
Maryland	PENDING
Michigan	PENDING August 27, 2025
Minnesota	PENDING
New York	PENDING
North Dakota	PENDING August 26, 2025
Rhode Island	PENDING
South Dakota	PENDING
Virginia	PENDING OCTOBER 9, 2025
Wisconsin	PENDING August 26, 2025

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.